1. 5-11-26 Public Notice

    Documents:

        PUBLIC NOTICE FOR 5-11-26 AND 6-1-26.PDF

2. Agendas

    Documents:

        5-11-26 PUBLIC SAFETY.PDF
        5-11-26 RULES.PDF
        5-11-26 FINANCE.PDF

3. 5-11-26 Addendums

    Documents:

        5-11-26 PUBLIC WORKS ADDENDUM.PDF
        5-11-26 RULES ADDENDUM.PDF
        5-11-26 FINANCE ADDENDUM.PDF
        5-11-26 PLANNING ADDENDUM.PDF

4. Contracts

    Documents:

        104-26 NCWEB.PDF
        105-26 NCWEB.PDF
        A-13-26.PDF
        A-13-26 ADDITIONAL INFO.PDF
        A-25-26.PDF
        A-31-26.PDF
        A-31-26 ADDITIONAL INFO.PDF
        A-38-26.PDF
        E-55-26 NCWEB.PDF
        E-56-26 NCWEB.PDF
        E-57-26 NCWEB.PDF
        E-58-26 NCWEB.PDF
        E-59-26 NCWEB.PDF
        E-60-26 NCWEB.PDF
        E-61-26 NCWEB.PDF

5. 5-11-26 Additional Contracts

    Documents:

        111-26 CORRECTED VERSION NCWEB.PDF
        112-26 NCWEB.PDF
        113-26 NCWEB.PDF
        E-44-26.PDF
        E-56-26 ADDITIONAL INFO.PDF
        E-57-26 ADDITIONAL INFO.PDF
        E-62-26.PDF
        E-63-26.PDF
        E-63-26 ADDITIONAL INFO.PDF

PUBLIC NOTICE

PLEASE TAKE NOTICE THAT THE NASSAU COUNTY LEGISLATURE WILL HOLD MEETINGS OF THE **COMMITTEES OF THE LEGISLATURE** ON MONDAY, MAY 11, 2026 STARTING AT 1:00 PM AND WILL HOLD A **FULL SESSION OF THE LEGISLATURE** ON MONDAY, JUNE 1, 2026 AT 1:00 PM, FOR PRESENTATIONS, PUBLIC COMMENT AND FOR THE LEGISLATIVE CALENDAR AT THE CONCLUSION OF PRESENTATIONS AND PUBLIC COMMENTS AS PROVIDED FOR IN THE RULES OF THE LEGISLATURE IN THE **PETER J. SCHMITT MEMORIAL LEGISLATIVE CHAMBER, 1st FLOOR, THEODORE ROOSEVELT EXECUTIVE AND LEGISLATIVE BUILDING, 1550 FRANKLIN AVENUE, MINEOLA, NEW YORK 11501**.

COMMITTEE MEETING	TIME
RULES	1:00PM
PUBLIC SAFETY	1:00PM
PLANNING, DEVELOPMENT & THE ENVIRONMENT	1:00PM
TOWNS, VILLAGES AND CITIES	1:00PM
ECONOMIC AND COMMUNITY DEVELOPMENT, LABOR AND TRANSPORTATION	1:00PM
PUBLIC WORKS AND PARKS	1:00PM
HEALTH AND SOCIAL SERVICES	1:00PM
GOVERNMENT SERVICES AND OPERATIONS	1:00PM
MINORITY AFFAIRS	1:00PM
VETERANS & SENIOR AFFAIRS	1:00PM
FINANCE	1:00PM

FULL LEGISLATIVE SESSION	1:00PM

Dated: MAY 4TH, 2026
Mineola, NY

MICHAEL C. PULITZER
Clerk of the Legislature

The Nassau County Fire Marshal's Office orders a maximum occupancy of 251 people for the Peter J. Schmitt Memorial Legislative Chamber and an additional 71 people for the legislative antechamber. Attendees who will address the Legislature must submit a written slip to the Clerk's office staff. The Rules of the Legislature limit public comment to three minutes per person. At meetings of the full Legislature, members of the public may speak during the pre-calendar public comment period and during public hearings that are on the calendar. At meetings of the Legislature's committees and prior to the call of the first committee of the day, members of the public may speak and on agenda items only. Individuals may scan the below QR code or email the Clerk of the Legislature at LegPublicComment@nassaucountyny.gov to have comment included in the record of the Legislative meeting. The Nassau County Legislature provides accessibility and reasonable accommodation to its public meetings for the attendance and participation of individuals with disabilities. Anyone in need of assistance should contact the Office of the Clerk of the Legislature at 516.571.4252, the Nassau County Office for the Physically Challenged at 516.227.7101 or TDD Telephone 516.227.8989. The Legislature streams every meeting live at http://www.NassauCountyNY.gov/agencies/Legis/index.html.

NASSAU COUNTY LEGISLATURE

16th TERM MEETING AGENDA

PUBLIC SAFETY COMMITTEE

MAY 11TH, 2026 1:00 PM

Patrick Mullaney – Chairman
Scott Strauss – Vice Chairman
Mazi Melesa Pilip
Samantha Goetz
Scott Davis – Ranking
Debra Mulé
Cynthia Nuñez

Michael C. Pulitzer, Clerk of the Legislature

Scan the QR code to submit written public comment,
which will be incorporated into the record of this meeting.

Clerk Item No.	Proposed by	Assigned to	**Summary:**
97-26	**OMB**	**PS, F, R**	**ORDINANCE NO. – 2026** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE CORRECTIONAL CENTER. 97-26 (OMB)
98-26	**OMB**	**PS, F, R**	**ORDINANCE NO. – 2026** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE FIRE COMMISSION. 98-26 (OMB)
99-26	**OMB**	**PS, F, R**	**ORDINANCE NO. – 2026** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE OFFICE OF THE DISTRICT ATTORNEY. 99-26 (OMB)
100-26	**OMB**	**PS, F, R**	**RESOLUTION NO. – 2026** A RESOLUTION TO AUTHORIZE A TRANSFER OF APPROPRIATIONS HERETOFORE MADE WITHIN THE BUDGET FOR THE YEAR 2026. 100-26 (OMB)

NASSAU COUNTY LEGISLATURE

16th TERM MEETING AGENDA

RULES COMMITTEE

MAY 11TH, 2026 1:00 PM

Howard Kopel – Chairman
Thomas McKevitt – Vice Chairman
John Giuffré
James Kennedy
Delia DeRiggi-Whitton– Ranking
Arnold W. Drucker
Scott M. Davis

Michael C. Pulitzer, Clerk of the Legislature

Scan the QR code to submit written public comment, which will be incorporated into the record of this meeting.

89-26	**PW**	**F, R**	**ORDINANCE NO. – 2026** AN ORDINANCE MAKING CERTAIN DETERMINATIONS PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT AND AUTHORIZING THE COUNTY EXECUTIVE ON BEHALF OF THE COUNTY OF NASSAU TO RELEASE CERTAIN COVENANTS AND RESTRICTIONS ENCUMBERING A PARCEL OF REAL PROPERTY LOCATED IN THE INCORPORATED VILLAGE OF HEMPSTEAD, TOWN OF HEMPSTEAD, COUNTY OF NASSAU, STATE OF NEW YORK AND DESIGNATED AS SECTION 34, BLOCK 188, LOT 192 ON THE NASSAU COUNTY LAD AND TAX MAP AND TO EXECUTE AN AGREEMENT BETWEEN THE COUNTY OF NASSAU AND ARLINGTON AVENUE REALTY GROUP LLC CONCERNING THE RLEASE OF SUCH COVENNANTS AND RESTRICTIONS AND TO EXECUTE ANY AND ALL ANCILLARY DOCUMENTS NECESSARY TO CARRY OUT THE PURPOSES OF THE AGREEMENT. 89-26 (PW)
91-26	**OMB**	**F, R**	**RESOLUTION NO. – 2026** A RESOLUTION PROVIDING FOR THE ISSUANCE OF A WARRANT DIRECTING THE TREASURER OF THE COUNTY OF NASSAU TO PAY TO THE SUPERVISORS OF THE SEVERAL TOWNS AND TO THE TREASURERS OF THE SEVERAL VILLAGES AND CITIES WITHIN THE COUNTY OF NASSAU, THE SUMS AS APPORTIONED BY THE NASSAU COUNTY LEGISLATURE BASED ON A REPORT FILED BY THE COUNTY TREASURER AND THE COUNTY CLERK, SHOWING DEPOSITS FROM MORTGAGE TAXES FOR THE QUARTER BEGINNING JANUARY 1, 2026, THROUGH MARCH 31, 2026; PURSUANT TO THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 91-26 (OMB)
95-26	**PD**	**R**	**ORDINANCE NO. – 2026** AN ORDINANCE TO AUTHORIZE THE ADOPTION OF “BLITZ”, A RETIRED NASSAU COUNTY POLICE SERVICE DOG. 95-26 (PD)
97-26	**OMB**	**PS, F, R**	**ORDINANCE NO. – 2026** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE CORRECTIONAL CENTER. 97-26 (OMB)
98-26	**OMB**	**PS, F, R**	**ORDINANCE NO. – 2026** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE FIRE COMMISSION. 98-26 (OMB)

99-26	**OMB**	**PS, F, R**	**ORDINANCE NO. – 2026** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE OFFICE OF THE DISTRICT ATTORNEY. 99-26 (OMB)
100-26	**OMB**	**PS, F, R**	**RESOLUTION NO. – 2026** A RESOLUTION TO AUTHORIZE A TRANSFER OF APPROPRIATIONS HERETOFORE MADE WITHIN THE BUDGET FOR THE YEAR 2026. 100-26 (OMB)
101-26	**AT**	**F, R**	**RESOLUTION NO. – 2026** A RESOLUTION AUTHORIZING THE COUNTY ATTORNEY TO COMPROMISE AND SETTLE THE CLAIMS OF PLAINTIFF, AS SET FORTH IN THE ACTION ENTITLED *AMY GOLDSTEIN AS ADMINISTRATOR OF THE ESTATE OF HOWARD GOLDSTEIN V. COUNTY OF NASSAU, ET AL.* INDEX NO. 612306/2024, PURSUANT TO THE COUNTY LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 101-26 (AT)
102-26	**AT**	**F, R**	**RESOLUTION NO. – 2026** A RESOLUTION AUTHORIZING THE COUNTY ATTORNEY TO COMPROMISE AND SETTLE THE CLAINS OF PLAINTIFF, AS SET FORTH IN THE ACTION ENTITLED *COWAN V. NASSAU COUNTY DEPARTMENT OF SOCIAL SERVICES, ET AL*. INDEX NO. 900181/2020 PUSUANT TO THE COUNTY LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 102-26 (AT)
103-26	**AT**	**F, R**	**RESOLUTION NO. – 2026** A RESOLUTION AUTHORIZNG THE COUNTY ATTORNEY TO COMPROMISE AN SETTLE THE CLAIMS OF PLAINTIFF, AS SET FORTH IN THE ACTION ENTITLED *JACKSON V. COUNTY OF NASSAU, NEW YORK, ET AL*. INDEX NO. 615393/2021 AND 21T98136, PURSUANT TO THE COUNTY LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 103-26 (AT)

104-26	**CE**	**F, R**	**RESOLUTION NO. – 2026** A RESOLUTION TO AUTHORIZE THE EXECUTION OF A TAX EXEMPTION EXTENSION AGREEMENT BETWEEN THE COUNTY OF NASSAU (THE "COUNTY") AND WOODBURY COVE REDEVELOPMENT CORPORATION, A MUTUAL REDEVELOPMENT COMPANY ORGANIZED PURSUANT TO ARTICLE V OF THE PRIVATE HOUSING FINANCE LAW OF NEW YORK (HEREAFTER "WOODBURY COVE"). 104-26 (CE)
105-26	**CE**	**F, R**	**RESOLUTION NO. – 2026** A RESOLUTION TO AUTHORIZE THE EXECUTION OF A TAX EXEMPTION EXTENSION AGREEMENT BETWEEN THE COUNTY OF NASSAU (THE "COUNTY") AND WOODBURY COVE REDEVELOPMENT COMPANY OWNERS CORPORATION II, A MUTUAL REDEVELOPMENT COMPANY ORGANIZED PURSUANT TO ARTICLE V OF THE PRIVATE HOUSING FINANCE LAW OF NEW YORK (HEREAFTER "WOODBURY COVE II"). 105-26 (CE)
A-13-26	**PR**	**R**	**RULES RESOLUTION NO. – 2026** A RESOLUTION AUTHORIZING THE COMMISSIONER OF SHARED SERVICES TO AWARD AND EXECUTE A BLANKET PURCHASE ORDER BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF INFORMATION TECHNOLOGY AND SOURCEPASS CONTEMPORARY LLC. A-13-26 (PR)
A-25-26	**PR**	**R**	**RULES RESOLUTION NO. – 2026** A RESOLUTION AUTHORIZING THE COMMISSIONER OF SHARED SERVICES TO AWARD AND EXECUTE A BLANKET PURCHASE ORDER BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF NASSAU COUNTY POLICE DEPARTMENT AND CNC TECHNOLOGIES, LLC. A-25-26 (PR)
A-31-26	**PR**	**R**	**RULES RESOLUTION NO. – 2026** A RESOLUTION AUTHORIZING THE COMMISSIONER OF SHARED SERVICES TO AWARD AND EXECUTE A BLANKET PURCHASE ORDER BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF INFORMAITON TECHNOLOGY AND SOURCEPASS CONTEMPORARY LLC. A-31-26 (PR)

A-38-26	**PR**	**R**	**RULES RESOLUTION NO. – 2026** A RESOLUTION AUTHORIZING THE COMMISSIONER OF SHARED SERVICES TO AWARD AND EXECUTE A PURCHASE ORDER BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF NASSAU COUNTY POLICE DEPARTMENT, AND CAP RENTS SUPPLY LLC. A-38-26 (PR)
E-54-26	**EM**	**R**	**RULES RESOLUTION NO. – 2026** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY EMERGENCY MANAGEMENT DEPARTMENT AND TETRA TECH, INC. E-54-26 (EM)
E-55-26	**AT**	**R**	**RULES RESOLUTION NO. – 2026** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY ATTORNEY'S OFFICE AND BERKMAN, HENOCH, PETERSON & PEDDY, P.C. E-55-26 (AT)
E-56-26	**FC**	**R**	**RULES RESOLUTION NO. – 2026** 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 FIRE COMMISSION AND NASSAU COUNTY VOCATIONAL EDUCATION & EXTENSION BOARD. E-56-26 (FC)
E-57-26	**HE**	**R**	**RULES RESOLUTION NO. – 2026** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF HEALTH AND EDUCATIONAL BUS TRANSPORTATION INC. E-57-26 (HE)
E-58-26	**HE**	**R**	**RULES RESOLUTION NO. – 2026** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF HEALTH AND GUARDIAN BUS COMPANY, INC. E-58-26 (HE)

E-59-26	**HE**	**R**	**RULES RESOLUTION NO. – 2026** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF HEALTH AND L&M BUS CORP WHEREAS, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF HEALTH AND L&M BUS CORP. E-59-26 (HE)
E-60-26	**HE**	**R**	**RULES RESOLUTION NO. – 2026** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF HEALTH AND WE TRANSPORT INC. E-60-26 (HE)
E-61-26	**SS**	**R**	**RULES RESOLUTION NO. – 2026** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF SOCIAL SERVICES, AND YMS MANAGEMENT ASSOCIATES, INC. E-61-26 (SS)
E-62-26	**TR**	**R**	**RULES RESOLUTION NO. – 2026** 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 TREASURER'S OFFICE AND PFK O'CONNOR DAVIES, LLP. E-62-26 (TR)
E-63-26	**CO**	**R**	**RULES RESOLUTION NO. – 2026** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON EHALF OF THE NASSAU COUNTY COMPTROLLER AND VMG HOLDINGS, LLC. E-63-26 (CO)
			THE FOLLOWING ITEMS MAY BE UNTABLED
E-31-26	**TV**	**R**	**RULES RESOLUTION NO. – 2026** 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 DEPARTMENT OF TRAFFIC & PARKING VIOLATIONS AGENCY AND AMERICAN TRAFFIC SOLUTIONS, INC. E-31-26 (TV)

E-43-26	**PD**	**R**	**RULES RESOLUTION NO. – 2026** 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 NATIONAL MEDICAL SERVICES D/B/A NMS LABS. E-43-26 (PD)
E-50-26	**PK**	**R**	**RULES RESOLUTION NO. – 2026** 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 PARKS, RECREATION & MUSEUMS AND METAMORPHIC CONCERTS LLC. E-50-26 (PK)

NASSAU COUNTY LEGISLATURE

16th TERM MEETING AGENDA

FINANCE COMMITTEE

MAY 11TH , 2026 1:00 PM

Thomas McKevitt – Chairman
Michael Giangregorio – Vice Chairman
James Kennedy
Rose Marie Walker
Carrié Solages – Ranking
Debra Mulé
Olena Nicks

Michael C. Pulitzer, Clerk of the Legislature

Scan the QR code to submit written public comment, which will be incorporated into the record of this meeting.

Clerk Item No.	Proposed by	Assigned to	**Summary:**
89-26	**PW**	**F, R**	**ORDINANCE NO. – 2026** AN ORDINANCE MAKING CERTAIN DETERMINATIONS PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT AND AUTHORIZING THE COUNTY EXECUTIVE ON BEHALF OF THE COUNTY OF NASSAU TO RELEASE CERTAIN COVENANTS AND RESTRICTIONS ENCUMBERING A PARCEL OF REAL PROPERTY LOCATED IN THE INCORPORATED VILLAGE OF HEMPSTEAD, TOWN OF HEMPSTEAD, COUNTY OF NASSAU, STATE OF NEW YORK AND DESIGNATED AS SECTION 34, BLOCK 188, LOT 192 ON THE NASSAU COUNTY LAD AND TAX MAP AND TO EXECUTE AN AGREEMENT BETWEEN THE COUNTY OF NASSAU AND ARLINGTON AVENUE REALTY GROUP LLC CONCERNING THE RLEASE OF SUCH COVENNANTS AND RESTRICTIONS AND TO EXECUTE ANY AND ALL ANCILLARY DOCUMENTS NECESSARY TO CARRY OUT THE PURPOSES OF THE AGREEMENT. 89-26 (PW)
91-26	**OMB**	**F, R**	**RESOLUTION NO. – 2026** A RESOLUTION PROVIDING FOR THE ISSUANCE OF A WARRANT DIRECTING THE TREASURER OF THE COUNTY OF NASSAU TO PAY TO THE SUPERVISORS OF THE SEVERAL TOWNS AND TO THE TREASURERS OF THE SEVERAL VILLAGES AND CITIES WITHIN THE COUNTY OF NASSAU, THE SUMS AS APPORTIONED BY THE NASSAU COUNTY LEGISLATURE BASED ON A REPORT FILED BY THE COUNTY TREASURER AND THE COUNTY CLERK, SHOWING DEPOSITS FROM MORTGAGE TAXES FOR THE QUARTER BEGINNING JANUARY 1, 2026, THROUGH MARCH 31, 2026; PURSUANT TO THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 91-26 (OMB)
97-26	**OMB**	**PS, F, R**	**ORDINANCE NO. – 2026** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE CORRECTIONAL CENTER. 97-26 (OMB)
98-26	**OMB**	**PS, F, R**	**ORDINANCE NO. – 2026** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE FIRE COMMISSION. 98-26 (OMB)

99-26	**OMB**	**PS, F, R**	**ORDINANCE NO. – 2026** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE OFFICE OF THE DISTRICT ATTORNEY. 99-26 (OMB)
100-26	**OMB**	**PS, F, R**	**RESOLUTION NO. – 2026** A RESOLUTION TO AUTHORIZE A TRANSFER OF APPROPRIATIONS HERETOFORE MADE WITHIN THE BUDGET FOR THE YEAR 2026. 100-26 (OMB)
101-26	**AT**	**F, R**	**RESOLUTION NO. – 2026** A RESOLUTION AUTHORIZING THE COUNTY ATTORNEY TO COMPROMISE AND SETTLE THE CLAIMS OF PLAINTIFF, AS SET FORTH IN THE ACTION ENTITLED *AMY GOLDSTEIN AS ADMINISTRATOR OF THE ESTATE OF HOWARD GOLDSTEIN V. COUNTY OF NASSAU, ET AL.* INDEX NO. 612306/2024, PURSUANT TO THE COUNTY LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 101-26 (AT)
102-26	**AT**	**F, R**	**RESOLUTION NO. – 2026** A RESOLUTION AUTHORIZING THE COUNTY ATTORNEY TO COMPROMISE AND SETTLE THE CLAINS OF PLAINTIFF, AS SET FORTH IN THE ACTION ENTITLED *COWAN V. NASSAU COUNTY DEPARTMENT OF SOCIAL SERVICES, ET AL*. INDEX NO. 900181/2020 PUSUANT TO THE COUNTY LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 102-26 (AT)
103-26	**AT**	**F, R**	**RESOLUTION NO. – 2026** A RESOLUTION AUTHORIZNG THE COUNTY ATTORNEY TO COMPROMISE AN SETTLE THE CLAIMS OF PLAINTIFF, AS SET FORTH IN THE ACTION ENTITLED *JACKSON V. COUNTY OF NASSAU, NEW YORK, ET AL*. INDEX NO. 615393/2021 AND 21T98136, PURSUANT TO THE COUNTY LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 103-26 (AT)

104-26	**CE**	**F, R**	**RESOLUTION NO. – 2026** A RESOLUTION TO AUTHORIZE THE EXECUTION OF A TAX EXEMPTION EXTENSION AGREEMENT BETWEEN THE COUNTY OF NASSAU (THE "COUNTY") AND WOODBURY COVE REDEVELOPMENT CORPORATION, A MUTUAL REDEVELOPMENT COMPANY ORGANIZED PURSUANT TO ARTICLE V OF THE PRIVATE HOUSING FINANCE LAW OF NEW YORK (HEREAFTER "WOODBURY COVE"). 104-26 (CE)
105-26	**CE**	**F, R**	**RESOLUTION NO. – 2026** A RESOLUTION TO AUTHORIZE THE EXECUTION OF A TAX EXEMPTION EXTENSION AGREEMENT BETWEEN THE COUNTY OF NASSAU (THE "COUNTY") AND WOODBURY COVE REDEVELOPMENT COMPANY OWNERS CORPORATION II, A MUTUAL REDEVELOPMENT COMPANY ORGANIZED PURSUANT TO ARTICLE V OF THE PRIVATE HOUSING FINANCE LAW OF NEW YORK (HEREAFTER "WOODBURY COVE II"). 105-26 (CE)

NASSAU COUNTY LEGISLATURE

16th TERM MEETING AGENDA

PUBLIC WORKS ADDENDUM

MAY 11TH , 2026 1:00 PM

Michael Giangregorio, Chairman
James Kennedy, Vice Chairman
Scott Strauss
Patrick Mullaney
Arnold Drucker, Ranking
Viviana Russell
Carrié Solages

Michael C. Pulitzer, Clerk of the Legislature

Scan the QR code to submit written public comment,
which will be incorporated into the record[illegible]ting.

Clerk Item No.	Proposed by	Assigned to	**Summary:**
113-26	**PW**	**PW, F, R**	**RESOLUTION NO. – 2026** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PROFESSIONAL CONSULTING SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND AECOM USA, INC. AND THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION. 113-26 (PW)

NASSAU COUNTY LEGISLATURE

16TH TERM MEETING AGENDA

RULES COMMITTEE ADDENDUM

MAY 11TH, 2026 1:00 PM

Howard Kopel – Chairman
Thomas McKevitt – Vice Chairman
John Giuffré
James Kennedy
Delia DeRiggi-Whitton– Ranking
Arnold W. Drucker
Scott M. Davis

Michael C. Pulitzer, Clerk of the Legislature

Scan the QR code to submit written public comment, which will be incorporated into the record of this meeting.

Clerk Item No.	Proposed By	Assigned To	**Summary:**
106-26	**CE**	**R**	**RESOLUTION NO. – 2026** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN INTER-MUNICIPAL AGREEMENT WITH THE WEST HEMPSTEAD UNION FREE SCHOOL DISTRICT IN RELATION TO A PROJECT TO PROVIDE FUNDING FOR THE PURCHASE OF GOODS. 106-26 (CE)
107-26	**CE**	**R**	**RESOLUTION NO. – 2026** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN INTER-MUNICIPAL AGREEMENT WITH THE INCORPORATED VILLAGE OF EAST WILLISTON IN RELATION TO A PROJECT TO PROVIDE FUNDING FOR THE PURCHASE OF GOODS AND SERVICES. 107-26 (CE)
108-26	**CE**	**R**	**RESOLUTION NO. – 2026** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN INTER-MUNICIPAL AGREEMENT WITH LEVITTOWN PUBLIC SCHOOLS IN RELATION TO A PROJECT TO PROVIDE FUNDING FOR THE PURCHASE OF GOODS AND SERVICES. 108-26 (CE)
109-26	**CE**	**R**	**RESOLUTION NO. – 2026** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN INTER-MUNICIPAL AGREEMENT WITH WESTBURY WATER AND FIRE DISTRICT IN RELATION TO A PROJECT TO PROVIDE FUNDING FOR THE PURCHASE OF GOODS AND SERVICES. 109-26 (CE)
110-26	**CE**	**R**	**RESOLUTION NO. – 2026** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN INTER-MUNICIPAL AGREEMENT WITH THE EAST MEADOW FIRE DISTRICT IN RELATION TO A PROJECT TO PROVIDE FUNDING FOR THE PURCHASE OF GOODS AND SERVICES. 110-26 (CE)

111-26	**PW**	**PL, F, R**	**ORDINANCE NO. – 2026** AN ORDINANCE MAKING CERTAIN DETERMINATIONS PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT AND AUTHORIZING THE COUNTY EXECUTIVE OF THE COUNTY OF NASSAU TO ACCEPT, ON BEHALF OF THE COUNTY OF NASSAU, AN OFFER OF PURCHASE FROM THE PECONIC LAND TRUST, INC. OF CERTAIN REAL PROPERTY LOCATED IN THE HAMLET OF RIVERHEAD, TOWN OF RIVERHEAD, COUNTY OF SUFFOLK, STATE OF NEW YORK, SAID REAL PROPERTY KNOWN AS DISTRICT 600, SECTION 41, BLOCK 1, LOT 15 ON THE LAND AND TAX MAP OF THE COUNTY OF SUFFOLK, AND AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A DEED, CONTRACT OF SALE, AND ALL ANCILLARY DOCUMENTS IN CONNECTION THEREWITH TO CONSUMATE THE SALE. 111-26 (PW)
112-26	**CE**	**F, R**	**RESOLUTION NO. – 2026** A RESOLUTION TO AUTHORIZE THE EXECUTION OF A TAX EXEMPTION AND PILOT AGREEMENT BETWEEN THE COUNTY OF NASSAU (THE "COUNTY"), DOGWOOD TERRACE HOUSING DEVELOPMENT FUND COMPANY, INC., AND DOGWOOD TERRACE LLC. 112-26 (CE)
113-26	**PW**	**PW, F, R**	**RESOLUTION NO. – 2026** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PROFESSIONAL CONSULTING SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND AECOM USA, INC. AND THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION. 113-26 (PW)
114-26	**CE**	**R**	**RESOLUTION NO. – 2026** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN INTER-MUNICIPAL AGREEMENT WITH THE INWOOD FIRE DISTRICT IN RELATION TO A PROJECT TO PROVIDE FUNDING FOR THE PURCHASE OF GOODS AND SERVICES. 114-26 (CE)
115-26	**CE**	**R**	**RESOLUTION NO. – 2026** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN INTER-MUNICIPAL AGREEMENT WITH THE VILLAGE OF MINEOLA IN RELATION TO A PROJECT TO PROVIDE FUNDING FOR THE PURCHASE OF GOODS AND SERVICES. 115-26 (CE)

116-26	**CE**	**R**	**RESOLUTION NO. – 2026** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN INTER-MUNICIPAL AGREEMENT WITH THE TOWN OF HEMPSTEAD IN RELATION TO A PROJECT TO PROVIDE FUNDING FOR THE PURCHASE OF GOODS AND SERVICES. 116-26 (CE)
117-26	**CE**	**R**	**RESOLUTION NO. – 2026** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN INTER-MUNICIPAL AGREEMENT WITH THE VILLAGE OF HEWLETT HARBOR IN RELATION TO A PROJECT TO PROVIDE FUNDING FOR THE PURCHASE OF GOODS AND SERVICES. 117-26 (CE)
118-26	**CE**	**R**	**RESOLUTION NO. – 2026** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN INTER-MUNICIPAL AGREEMENT WITH THE MANHASSET-LAKEVILLE FIRE DISTRICT IN RELATION TO A PROJECT TO PROVIDE FUNDING FOR THE PURCHASE OF GOODS AND SERVICES. 118-26 (CE)
119-26	**CE**	**R**	**RESOLUTION NO. – 2026** A RESOLUTION AUTHORJZING THE COUNTY EXECUTIVE TO EXECUTE AN INTER-MUNICIPAL AGREEMENT WITH FRANKLIN SQUARE UNION FREE SCHOOL DISTRICT IN RELATION TO A PROJECT TO PROVIDE FUNDING FOR THE PURCHASE OF GOODS AND SERVICES. 119-26 (CE)
120-26	**CE**	**R**	**RESOLUTION NO. – 2026** A RESOLUTION AUTHORJZING THE COUNTY EXECUTIVE TO EXECUTE AN INTER-MUNICIPAL AGREEMENT WITH THE VILLAGE OF STEWART MANOR IN RELATION TO A PROJECT TO PROVIDE FUNDING FOR THE PURCHASE OF GOODS AND SERVICES. 120-26 (CE)
121-26	**CE**	**R**	**RESOLUTION NO. – 2026** A RESOLUTION AUTHORJZING THE COUNTY EXECUTIVE TO EXECUTE AN INTER-MUNICIPAL AGREEMENT WITH EAST MEADOW PUBLIC LIBRARY IN RELATION TO A PROJECT TO PROVIDE FUNDING FOR THE PURCHASE OF GOODS AND SERVICES. 121-26 (CE)
122-26	**OMB**	**F, R**	**ORDINANCE NO. – 2026** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE AND TO TRANSFER APPROPRIATIONS HERETOFORE MADE WITHIN TO RECONCILE THE COUNTY'S FINANCIAL RECORDS FOR THE BUDGET YEAR OF 2025 AND TO AUTHORIZE A TRANSFER OF APPROPRIATIONS MADE WITHIN THE BUDGET FOR THE YEAR 2026. 122-26 (OMB)

NASSAU COUNTY LEGISLATURE

16th TERM MEETING AGENDA

FINANCE COMMITTEE ADDENDUM

MAY 11TH , 2026 1:00 PM

Thomas McKevitt – Chairman
Michael Giangregorio – Vice Chairman
James Kennedy
Rose Marie Walker
Carrié Solages – Ranking
Debra Mulé
Olena Nicks

Michael C. Pulitzer, Clerk of the Legislature

Scan the QR code to submit written public comment, which will be incorporated into the record of this meeting.

Clerk Item No.	Proposed By	Assigned To	**Summary:**
111-26	**PW**	**PL, F, R**	**ORDINANCE NO. – 2026** AN ORDINANCE MAKING CERTAIN DETERMINATIONS PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT AND AUTHORIZING THE COUNTY EXECUTIVE OF THE COUNTY OF NASSAU TO ACCEPT, ON BEHALF OF THE COUNTY OF NASSAU, AN OFFER OF PURCHASE FROM THE PECONIC LAND TRUST, INC. OF CERTAIN REAL PROPERTY LOCATED IN THE HAMLET OF RIVERHEAD, TOWN OF RIVERHEAD, COUNTY OF SUFFOLK, STATE OF NEW YORK, SAID REAL PROPERTY KNOWN AS DISTRICT 600, SECTION 41, BLOCK 1, LOT 15 ON THE LAND AND TAX MAP OF THE COUNTY OF SUFFOLK, AND AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A DEED, CONTRACT OF SALE, AND ALL ANCILLARY DOCUMENTS IN CONNECTION THEREWITH TO CONSUMATE THE SALE. 111-26 (PW)
112-26	**CE**	**F, R**	**RESOLUTION NO. – 2026** A RESOLUTION TO AUTHORIZE THE EXECUTION OF A TAX EXEMPTION AND PILOT AGREEMENT BETWEEN THE COUNTY OF NASSAU (THE "COUNTY"), DOGWOOD TERRACE HOUSING DEVELOPMENT FUND COMPANY, INC., AND DOGWOOD TERRACE LLC. 112-26 (CE)
113-26	**PW**	**PW, F, R**	**RESOLUTION NO. – 2026** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PROFESSIONAL CONSULTING SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND AECOM USA, INC. AND THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION. 113-26 (PW)
122-26	**OMB**	**F, R**	**ORDINANCE NO. – 2026** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE AND TO TRANSFER APPROPRIATIONS HERETOFORE MADE WITHIN TO RECONCILE THE COUNTY'S FINANCIAL RECORDS FOR THE BUDGET YEAR OF 2025 AND TO AUTHORIZE A TRANSFER OF APPROPRIATIONS MADE WITHIN THE BUDGET FOR THE YEAR 2026. 122-26 (OMB)

NASSAU COUNTY LEGISLATURE

16th TERM MEETING AGENDA

PLANNING, DEVELOPMENT AND THE ENVIRONMENT COMMITTEE ADDENDUM

MAY 11TH, 2026 1:00 PM

Samantha Goetz - Chairwoman
Kayla Knight - Vice Chairman
John Giuffré
Thomas McKevitt
Scott Davis - Ranking
Cynthia Nuñez
Olena Nicks

Michael C. Pulitzer, Clerk of the Legislature

Scan the QR code to submit written publ
which will be incorporated into the record of

111-26	**PW**	**PL, F, R**	**<u>ORDINANCE NO. – 2026</u>** AN ORDINANCE MAKING CERTAIN DETERMINATIONS PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT AND AUTHORIZING THE COUNTY EXECUTIVE OF THE COUNTY OF NASSAU TO ACCEPT, ON BEHALF OF THE COUNTY OF NASSAU, AN OFFER OF PURCHASE FROM THE PECONIC LAND TRUST, INC. OF CERTAIN REAL PROPERTY LOCATED IN THE HAMLET OF RIVERHEAD, TOWN OF RIVERHEAD, COUNTY OF SUFFOLK, STATE OF NEW YORK, SAID REAL PROPERTY KNOWN AS DISTRICT 600, SECTION 41, BLOCK 1, LOT 15 ON THE LAND AND TAX MAP OF THE COUNTY OF SUFFOLK, AND AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A DEED, CONTRACT OF SALE, AND ALL ANCILLARY DOCUMENTS IN CONNECTION THEREWITH TO CONSUMATE THE SALE. 111-26 (PW)

104-26

BRUCE A. BLAKEMAN
County Executive

NASSAU COUNTY
New York

Staff Summary 2026

Date: 05/04/2026	**Legislation Type:** Resolution
Dept: County Executive	**Subject:** Tax Exemption Extension Agreement
Dept Head: Bruce A. Blakeman	
Dept Contact: Arthur T. Walsh	
Dept Head Signature:	

Internal Approvals

County Executive/Deputy:		**County Attorney:**	J.A.
Budget:		**Legislative Affairs:**	CGL

Purpose:

To approve a Resolution (Attachment A) authorizing the execution of a Tax Exemption Extension Agreement with Woodbury Cove Redevelopment Company Owners Corporation (the "Agreement", see Attachment B) pursuant to Article V, Section 125(1)(a-5) of the Private Housing Finance Law (the "PHFL") extending the term of the Tax Exemption Agreement dated December 17, 1998 for a term of twenty-five (25) years commencing January 1, 2026. The Tax Exemption Agreement granted Woodbury Cove Redevelopment Company Owners Corporation (hereafter "Woodbury Cove") certain real estate tax exemptions as an inducement for the construction and operation of 68 two-bedroom cooperative apartment units located in five two-story buildings owned by shareholders who are low to moderate income senior citizens aged 62 and older.

Discussion:

Woodbury Cove is located at 511 Park Avenue, Woodbury, New York and identified as Section 13, Block 118, Lots 1 - 6 on the Nassau County Land and Tax Map (the "Premises"). Woodbury Cove is a mutual redevelopment company that owns and operates the Premises. The Town of Oyster Bay Housing Authority is the Supervising Agency in accordance with Article V of the PHFL. The Town Board of the Town of Oyster Bay (the "Town") adopted Resolution No. 180-2026 authorizing the acknowledgment and consent of the Town to the Agreement. An extension of the Tax Exemption Agreement is necessary in order to maintain the Premises as an affordable senior citizen cooperative apartment facility.

Impact on Funding:

The tax exemption will be extended at the same rate of exemption for twenty-five years commencing January 1, 2026.

Recommendation:

Approve as submitted.

RECEIVED
NASSAU COUNTY
LEGISLATURE
2026 MAY -6 P 1:05

ATTACHMENT "A"

RESOLUTION NO: - 2026

A RESOLUTION to authorize the execution of a Tax Exemption Extension Agreement between the County of Nassau (the "County") and Woodbury Cove Redevelopment Company Owners Corporation, a mutual redevelopment company organized pursuant to Article V of the Private Housing Finance Law of New York (hereafter "Woodbury Cove").

APPROVED AS TO FORM
Assistant County Attorney

2020 MAY -6 P 1:06
NASSAU COUNTY
COUNTY LEGISLATURE

WHEREAS, Woodbury Cove is a mutual redevelopment company organized pursuant to Article V of the New York Private Housing Finance Law (the "PHFL"). Woodbury Cove owns and operates a low to moderate income senior citizen cooperative apartment development located at 511 Park Avenue, Woodbury, New York identified as Section 13, Block 118, Lots 1 - 6 on the Nassau County Land and Tax Map (the "Premises"); and

WHEREAS, the Premises consists of 68 two-bedroom cooperative apartment units located in five two-story buildings owned by shareholders who are low to moderate income senior citizens aged 62 and older and a community building; and

WHEREAS, Woodbury Cove and the County entered into a Tax Exemption Agreement dated December 17, 1998 (the "Tax Exemption Agreement") in conjunction with the development of the Premises for Woodbury Cove as described herein. The Tax Exemption Agreement provided for an exemption from all County, Town, Special

District and School District taxes, other than assessments for local improvements, of one hundred percent (100%) of the value of the land together with the improvements to be constructed thereon which represented an increase over the assessed valuation of the land and improvements at the time of its acquisition by Woodbury Cove which was $74,350.; and

WHEREAS, the Tax Exemption Agreement expired on December 31, 2025 and Woodbury Cove has determined that an extension of the Agreement pursuant to Article V, Section 125(1)(a-5) of the PHFL is necessary in order to maintain the Premises as an affordable senior citizen cooperative apartment facility and to provide safe, clean and affordable housing for seniors in Nassau County; and

WHEREAS, Article V, Section 125(1)(a-5) of the New York Private Housing Finance Law provides that "the local legislative body of any municipality within the County of Nassau..... may contract with such mutual redevelopment company to extend such tax exemption for not more than twenty-five additional years at the rate of the tax exemption of such project immediately preceding the termination of the initial twenty-five year period for all of the additional twenty-five year period"; and

WHEREAS, the County acts on behalf of itself, the Town, Special Districts and the School District in assessing real property for the purposes of taxation within the meaning of and in accordance with Section 125(c) and (d) of the PHFL.

NOW, THEREFORE, BE IT RESOLVED BY THE LEGISLATURE OF THE COUNTY OF NASSAU AS FOLLOWS:

RESOLVED, that this Legislature hereby approves and the County Executive be and is hereby authorized to execute the Tax Exemption Extension Agreement on behalf of the County with Woodbury Cove, a copy of which shall be on file in the Office of the Clerk of the County Legislature of Nassau County, and it is further

RESOLVED, that the County Executive is hereby authorized to execute any and all ancillary documents and to take such other action as is necessary to carry out the purposes of the Tax Exemption Extension Agreement, and it is further

RESOLVED, that it is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that the proposed action has been determined not to have a significant effect on the environment and that no further review is required, and be it further

RESOLVED, that this Resolution shall take effect immediately

ATTACHMENT "B"

TAX EXEMPTION EXTENSION AGREEMENT

This Extension Agreement made this _____day of _____, 2026, effective as of January 1, 2026 (hereafter this "Agreement") by and among the COUNTY OF NASSAU, a municipal corporation of the State of New York (hereinafter called "County") having its principal office at the County Executive Building, 1550 Franklin Avenue, Mineola, New York, 11501 and WOODBURY COVE REDEVELOPMENT COMPANY OWNERS CORPORATION, a mutual redevelopment company organized pursuant to Article V of the Private Housing Finance Law of the State of New York, as amended ("the Act"), having its principal office at c/o Total Community Management Corp., 2375 Bedford Avenue, Bellmore, New York 11710 (hereafter referred to as "Woodbury Cove");

W I T N E S S E T H:

WHEREAS, Woodbury Cove and the County entered into that certain Tax Exemption Agreement dated December 17, 1998 (the "Tax Exemption Agreement") wherein Woodbury Cove was granted certain real estate tax exemptions (hereafter the "Tax Exemptions") as an inducement for the construction and operation of 68 two-bedroom cooperative apartment units located in five two story buildings in a garden type complex with a separate community building and on-site parking for low to moderate income senior citizens. The cooperative housing project (the "Project") is located at 511 Park Avenue in Woodbury, Town of Oyster Bay, New York 11797 and is identified as Section 13, Block 118, Lots 1 - 6 on the Nassau County Land and Tax Map (hereafter the "Premises"). A copy of the Tax Exemption Agreement is annexed hereto as Exhibit "A"; and

WHEREAS, the Tax Exemption Agreement expired on December 31, 2025; and

WHEREAS, Woodbury Cove is not in default, or in receipt of a notice of default, under the Tax Exemption Agreement; and

WHEREAS, the Tax Exemption Agreement granted Woodbury Cove an exemption from County, Town, Special District and School District taxes, other than assessments for local improvements, of one hundred percent (100%) of the value of the Premises included in the Project, both land and improvements, which represents an increase over the assessed valuation of the Premises, both land and improvements, acquired for the Project at the time of its acquisition by Woodbury Cove which was set at $74,350. with the exemption to run for a period of twenty-five (25) years; and

WHEREAS, pursuant to Article V, Section 125(1)(a-5) of the Act, the Tax Exemption Agreement may be extended for an additional term not to exceed twenty-five (25) years, at a rate of tax exemption equal to the rate of the Tax Exemption immediately preceding the termination of the initial twenty-five year period for the full twenty-five (25) years of the term as extended hereby; and

WHEREAS, the Town Board of the Town of Oyster Bay (hereafter the "Town") rezoned the Premises to "Golden Age Residence" and set forth maximum income restrictions for

Purchasers of units in the Project as well as an age requirement of 62 years of age or older plus maximum re-sales prices which are subject to adjustment by the Housing Authority of the Town of Oyster Bay (the "Supervising Agency") based upon increases in the CPI Index; and

WHEREAS, an extension of the Tax Exemption Agreement for an additional term of twenty-five (25) years pursuant to Article V, Section 125(1)(a-5) of the Act will allow for the continued operation of the Project with maximum benefit to the senior community residing in the Premises; and

WHEREAS, by Resolution No. 180-2026 adopted, March 10, 2026 (attached hereto as Exhibit "B"), the Town authorized and approved the application of Woodbury Cove to the Nassau County Legislature for the extension of the twenty-five (25) year tax exemption under PHFL section 125 and recommended that the tax exemption extension be granted; and

WHEREAS, an extension of the Tax Exemption is necessary for the continued availability of affordable housing for low to moderate income senior citizens in Nassau County; and

WHEREAS, the Legislature of the County of Nassau, by Resolution adopted _____, 2026, a copy of which is attached hereto as Exhibit "C", approved and authorized an extension of the Tax Exemption in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Defined Terms. Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to them in the Tax Exemption Agreement.

2. Extension of Term. The Tax Exemption is hereby extended for a period of twenty-five (25) years (the "Extended Term") commencing January 1, 2026 and shall expire on December 31, 2050, or at such time as the Project is no longer operated under the restrictions and purposes set forth in Article V of the Act, unless otherwise terminated as provided by this Agreement or pursuant to applicable law.

3. Exemption. The County hereby extends to Woodbury Cove or any successor or transferee entity organized pursuant to the Act, an exemption from County, Town and Special District and School taxes (hereafter collectively "taxes") to run for all of the Extended Term at the same rate of exemption that existed immediately preceding the expiration of the initial twenty-five year term of the Tax Exemption Agreement and in accordance with the terms of this Extension Agreement. So long as the Tax Exemption provided for hereunder shall continue in full force and effect, Woodbury Cove shall, subject to the provisions set forth in sections 4, 5 and 11 of this Agreement, pay each year to the Comptroller of the Town of Oyster Bay, for the benefit of the County, the Town, the School District and Special Districts in which the Property is located, all real property taxes.

4. Invoicing. The Town agrees to bill Woodbury Cove, at the address first written above or such other address as may be provided to the Town in writing, for real property taxes due each year that this Agreement is or remains in effect. Failure of the Town to bill Woodbury Cove each year does not in any way affect the obligation of Woodbury Cove to make the tax payments required under this Agreement.

5. Payment. The amounts due and payable under this Agreement shall be payable to the Comptroller of the Town of Oyster Bay, 74 Audrey Avenue, Oyster Bay, New York 11797 or at such other address as the Comptroller may notify Woodbury Cove.

6. Late Payments. In addition to any other remedy available to the County at law or in equity, it is understood and agreed that Woodbury Cove's failure to make tax payments pursuant to this Agreement when said payments shall be due and payable, shall be governed by the same provisions of law as shall apply to any owner or owners of real property who fail to timely make payments of real property taxes.

7. Allocation by Comptroller. All tax payments made hereunder shall be allocated by the Town among the affected tax jurisdictions in proportion to the amount of real property and other taxes and assessments that would have been received by each tax jurisdiction had the Premises not been partially exempt. The Town shall forward the allocated amounts from each yearly tax payment to the County, Town and affected School District(s). The amount forwarded to the School District by the Town shall also include the portion allocated to the applicable Library District, which proportional amount is to be forwarded by the School District to the Library District. The amount retained by the Town shall also include the portions allocated to the Special Districts in which the Premises is located, which proportional amounts are to be forwarded by the Town to the respective Special District.

8. Payments Unconditional. Woodbury Cove, by signing below, agrees to make the tax payments regardless of whether any one or more residents of the Premises fails to pay maintenance, rent or similar fees.

9. No Oral Modification. This Agreement may not be orally modified or terminated nor any of its provisions waived, except by an agreement in writing signed by the party against whom enforcement of any modification, termination or waiver is sought.

10. Successors. This Agreement shall be binding upon and inure to the benefit of the parties and each of their respective legal representatives, successors and permitted assigns.

11. Default. In the event that Woodbury Cove fails to make its tax payments when due in accordance with Section 5 of this Agreement in any given year during the Extended Term (after the expiration of any applicable grace period for the payment of taxes and any applicable notice to cure), or if Woodbury Cove shall breach any other condition or provision of this Agreement (after the expiration of any applicable grace period for the payment of taxes and any applicable notice to cure), then, in addition to any other remedy available to the County at law or in equity, the Tax Exemption shall be subject to termination and the Premises shall become assessed with full real property taxes without any further exemption, provided that the County

shall have given 30 days' prior written notice to Woodbury Cove of the default and Woodbury Cove shall have failed to cure, (a) a default in the payment of taxes within the thirty (30) days provided in the written notice of default, or (b) within 60 days of such notice for a non-tax payment breach of this Agreement. In the event of a dispute as to whether a default has occurred or is capable of being cured, the parties shall submit their dispute to judicial resolution and this Extension Agreement shall remain in effect pending the final resolution of the dispute. If it is finally determined that a default has occurred and it is not cured within 30 days after a judicial order with Notice of Entry, then the County may terminate this Agreement.

12. No Protest or Challenge. So long as the Tax Exemption with respect to the Premises described above remains in effect, neither Woodbury Cove, nor its successors and/or assigns, nor the individual residents, shall protest, challenge or file a tax certiorari petition with respect to the assessed valuation of the Premises, provided, however, Woodbury Cove may file challenges at any time within two (2) years prior to the expiration of this Extension Agreement. Except as permitted, neither Woodbury Cove, nor Woodbury Cove on behalf of those residing in the units, shall be eligible to receive or file for any other abatement or exemption except for the exemption granted herein for the duration of this Agreement.

13. Ratification. The parties hereby confirm that, except as expressly modified herein, all other terms and conditions of the Tax Exemption Agreement remain in full force and effect, are hereby ratified and confirmed by the parties and are incorporated herein as if set forth in detail, the parties agreeing to continue to be bound by the terms and conditions set forth therein. In the event of any conflict between the terms of this Agreement and the terms of the Tax Exemption Agreement, the terms of this Agreement shall control.

14. Counterparts. This Agreement may be executed in one or more counterparts (each of which shall constitute an original and all of which when taken together shall constitute one and the same instrument) and facsimile and PDF signatures shall be binding with the same force and effect as original signatures.

15. 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 or employee or agent of Woodbury Cove, 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 Office of the Nassau County Treasurer, to the attention of the County Treasurer at One West Street, Mineola, NY 11501, (ii) if to an Applicable Deputy County Executive ("DCE"), to the attention of the Applicable DCE (whose name Woodbury Cove shall obtain from the County) at the address specified above for the County, (iii) if to the Comptroller of the Town of Oyster Bay, to the attention of the Comptroller at 74 Audrey Avenue, Oyster Bay, N.Y. 11797, (iv) if to the County Attorney, to the attention of the County Attorney at One West Street, Mineola, NY, 11501, (v) if to Woodbury Cove, to the attention of the Managing Agent of Woodbury Cove at the address specified above for Woodbury Cove, and to Woodbury Cove's Counsel at the office

of Woodbury Cove's Counsel, or in each case to such other persons or addresses as shall be designated by written notice.

16. Executory Clause. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to Woodbury Cove or any other person or entity unless (i) all County approvals have been obtained, including approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive or a Deputy County Executive.

17. Modification/Governing Law. This Agreement may be modified only by written instrument duly executed by the parties hereto and shall be construed and interpreted, and may be modified, in accordance with the laws of the State of New York.

18. Assignment. This Agreement may only be assigned, shared or otherwise transferred to an entity formed pursuant to the Act and this Agreement shall not be assigned, shared or otherwise transferred without the prior written consent of the County which shall not be unreasonably withheld, conditioned or delayed. Any purported assignment, sharing or transfer without such consent shall be void ab initio.

19. Severability. If any provision of this Agreement shall for any reason be held or adjudged to be invalid, illegal or unenforceable by any court of competent jurisdiction, such provision so adjudged invalid, illegal or unenforceable shall be deemed separate, distinct and independent and the remainder of this Agreement shall be and remain in full force and effect and shall not be otherwise affected by such holding or adjudication,

20. Prohibition of Gifts. In accordance with County Executive Order 2-2018, Woodbury Cove 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 Woodbury Cove 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. Woodbury Cove shall include the provisions of this subsection in each subcontract entered into under this Agreement.

21. Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, Woodbury Cove shall disclose as part of its compliance with such Order complete disclosure form(s) reflecting any and all instances where it 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. Woodbury Cove shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

22. Accounting Procedures; Records. Woodbury Cove 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 an income tax basis of accounting and, if Woodbury Cove 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 County Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services or benefits hereunder and/or the payment therefore, and any of their duly designated representatives, upon reasonable notice. The provisions of this Section shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the undersigned have signed and sealed this Agreement all of the date hereinabove set forth.

ATTEST:

_____

THE COUNTY OF NASSAU

By: _____
County Executive

ATTEST:

_____

WOODBURY COVE REDEVELOPMENT COMPANY OWNERS CORPORATION

By: _____

REVIEWED BY
OFFICE OF TOWN ATTORNEY

ACKNOWLEDGED AND CONSENTED TO:
TOWN OF OYSTER BAY

By: _____
Name: Gregory W. Carman, Jr
Title: Deputy Supervisor

REVIEWED BY
OFFICE OF TOWN ATTORNEY

22. Accounting Procedures; Records. Woodbury Cove 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 an income tax basis of accounting and, if Woodbury Cove 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 County Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services or benefits hereunder and/or the payment therefore, and any of their duly designated representatives, upon reasonable notice. The provisions of this Section shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the undersigned have signed and sealed this Agreement all of the date hereinabove set forth.

ATTEST:

THE COUNTY OF NASSAU

_____

By: _____
County Executive

ATTEST:

WOODBURY COVE REDEVELOPMENT COMPANY OWNERS CORPORATION

_____

By: Gerald Steinberg

ACKNOWLEDGED AND CONSENTED TO:
TOWN OF OYSTER BAY

By:_____
Name:_____
Title:_____

State of New York)ss:
County of Nassau)

On the 31st day of March in the year 2026 before me, the undersigned notary public, personally appeared Gerald Stenby of Woodbury Cove Redevelopment Company Owners Corporation , a mutual redevelopment corporation, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

JENNIFER LYNN ANDERSON
Notary Public
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01AN6058940
Qualified in Suffolk County
My Commission Expires: May 21, 2027

State of New York) ss.:
County of Nassau)

On the ____ day of _____ in the year 2026, before me personally came, _____ the County Executive/Chief Deputy County Executive of the County of Nassau, the municipal corporation described in and who executed the above instrument; that being duly sworn, he did depose and say that he is the County Executive/Chief Deputy County Executive of Nassau County; 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 authority of the Nassau County Legislature, and that he signed his name thereto by like authority.

_____
Notary Public

State of New York)ss.:
County of Nassau)

On the 17th day of April in the year 2026, before me personally came, Gregory W. Cameron, Jr. the Deputy Supervisor of the Town of Oyster Bay, the municipal corporation described in and who executed the above instrument; that he/she being duly sworn, did depose and say that he/she is the Supervisor/~~Comptroller~~ Deputy of the Town of Oyster Bay; 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 authority of the Oyster Bay Town Board, and that he/she signed his/her name thereto by like authority.

E Smith-Kelly
Notary Public

ERIN SMITH-KELLY
Notary Public, State of New York
No. 01SM4777920
Qualified in Nassau County
Commission Expires September 30, 2026

EXHIBIT "A"

Pls 501 12-10-98
Family Lot 73
13/118/1-6

TAX EXEMPTION AGREEMENT

THIS AGREEMENT MADE THIS 17 day of ~~November~~ December, 1998, by and between the County of Nassau, a municipal corporation of the State of New York (hereinafter called "County"), having its principal office at the County Executive Building, One West Street, Mineola, New York 11501 and WOODBURY COVE REDEVELOPMENT COMPANY OWNERS CORP., a mutual redevelopment company organized pursuant to Article 5 of the Private Housing Finance Law of the State of New York, as amended (hereinafter called "Company"), having its principal office at **12 Morely Court, North Hills, New York.**

WITNESSETH:

WHEREAS, the Town of Oyster Bay (hereinafter called "Town"), is desirous of causing the provision of additional low or moderate income housing for the elderly in the Town; and

WHEREAS, the Company will acquire title to certain property generally located on Jericho Turnpike, 558.23 feet east of Woodbury Road on the North side of the street at Woodbury, New York, in the Town of Oyster Bay (said property being hereinafter called "Property"), and being more fully described in Exhibit "A", attached hereto and made a part hereof, and will be or is engaged in a residential project thereon known as WOODBURY COVE REDEVELOPMENT COMPANY OWNERS CORP., (hereinafter called "Housing Project"); and

WHEREAS, in order for the Housing Project to be feasible the Company has applied to the Nassau County Legislature (hereinafter called "Legislature"), for an

375-98

exemption from all County, Town, Special District, and School District Taxes and any and all other local and municipal taxes other than assessments for local improvements of (100%) of the value of the property for land only, which is $74,350.00 (aggregate assessed value for lots 1-6), which amount would be frozen for the next 25 years pursuant to the provisions of the PHFL Section 125. Any and all increases in assessed value attributable to the new construction, would be exempted from taxation pursuant to PHFL Article 5. In addition to the tax bills, the Redevelopment Company will agree to make an annual payment in lieu of taxes (PILOT) (pursuant to a separate agreement between the Town of Oyster Bay and the Housing project) for each unit, which will cover the shortfall or difference between the actual land only tax payments of approximately $703.17 for a 6431B two bedroom unit, and the program requirements of the tax payments being $1,395.00 for a two bedroom unit. The PILOT Agreement will be separately administered by the Town and will last as long as the Article 5 Tax Exemption remains in effect. All of the revenues collected pursuant to the PILOT Agreement will be remitted to the School District, Town, and County in the same percentages as established in the combined School District and General Tax bills, pursuant to a separate agreement. The total taxes with the payments pursuant to the PILOT Program, represent an increase over the assessed valuation of the property both land and improvements, acquired for the Housing Project at the time of its acquisition by the Company, pursuant to Section 125 of Article 5 of the Private Housing Finance Law of the State of New York, as amended, upon the terms and conditions provided herein; and

WHEREAS, the County acts on behalf of itself, the Town, Special Districts and the School District in assessing real property for the purposes of taxation within the

meaning of in accordance with Section 125.1c of Article 5 of the Private Housing Finance Law of the State of New York, as amended;

NOW, THEREFORE, it is mutually agreed by and between the parties hereto, as follows:

1. The County hereby grants to the Company or any Successor or Transferee Redevelopment Company, an exemption from all County, Town, Special District and School District Taxes and Assessments for local and municipal taxes other than assessments for local improvements, of (100%) of the value of the improvements included in the Housing Project, which represents an increase over the assessed valuation of the property both land and improvements, acquired for the Housing Project at the time of its acquisition by the Company, such tax exemption to operate for a period of 25 years, commencing from the date on which the benefits of such exemption first become available and effective (i.e. the next taxable status date of January 1st, 2000, which shall be effective for 2000-2001 school tax year and the 2001 general tax year).

2. So long as the exemption provided for hereunder shall continue in force and effect, the Company shall pay to the Comptroller of the Town for the benefit of the County, Town, Special Districts and the School District and taxes for the property, the amount of which shall be determined and fixed on the basis of the vacant land county assessed valuation of the property at the time of its acquisition by the Company and the difference between the actual land only tax payments and the tax payments required pursuant to the program.

3. It is understood and agreed that the present land only aggregate assessed valuation of the property is $74,350.00 for section: 13 Block: 118 Lots: 1-6. The individual assessed valuation of the lots are as follows:

Section	Block	Lot	
13	118	1	$ 7,670.00
13	118	2	$ 5.820.00
13	118	3	$ 7,670.00
13	118	4	$ 5,820.00
13	118	5	$ 5,820.00
13	118	6	$41,550.00
TOTAL:			$74,350.00

Therefore, any increase in the assessed valuation of the property for vacant land over the amounts herein before shown for lots 1-6 shall be exempt from County, Town, Special District and School District taxes and any and all other local and municipal taxes for a period of 25 years commencing January 1st, 2000, and the Company shall pay taxes as provided in Section 2 hereof on the basis of the assessment for lots 1-6 as herein before shown; provided, that the Company acquire title to the property on or before December 31st, 1998, and its private plan has been completely approved pursuant to Article 5 of the Private Housing Finance Law of the State of New York as Amended on or before December 31st, 1998.

4. The "Company", its heirs, successors and assigns, covenants and agrees not to, for the period the exemption runs, make application for a tax certiorari proceeding or any senior citizen's or veteran's exemptions.

IN WITNESS WHEREOF , the parties hereto have executed this agreement as of the ___ of November, 1998.

COUNTY OF NASSAU

BY: _____
Deputy County Executive

WOODBURY COVE REDEVELOPMENT
COMPANY OWNERS CORP.

BY: _____
Robert A. Sameroff, President

APPROVED
DEPARTMENT OF ASSESSMENTS

BY: _____

COMPTROLLER

BY: _____

FORM APPROVED

BY: _____
Deputy County Attorney

desktop:clients:woodbury cove:Tax Exemption Agreement I

EXHIBIT "A"

ALL that certain piece or parcel of land situate, lying and being at Woodbury, County of Nassau, State of New York being bounded and described as follows:

BEGINNING at a point lying in the southerly side of Jericho Turnpike, Distant 558.23 feet Easterly from the corner formed by the intersection of the Southerly side of Jericho Turnpike with the Easterly side of Woodbury Road;

RUNNING THENCE from this point of BEGINNING North 83 - 00' - 00" East along the Southerly side of Jericho Turnpike, 326.94 feet;

THENCE North 77 - 44' - 50" East still along the Southerly side of Jericho Turnpike, 58.22 feet;

THENCE the following eleven courses and distances along the Easterly, Southerly and Westerly boundaries of the Map of Woodbury Cove Cooperative Section 2:

1) South 18 00' 00" West, 47.57';
2) South 01 - 15' - 30" East 421.18';
3) South 84 - 52' - 30" West, 26.85';
4) South 89 - 22' - 20", West, 77.63';
5) South 82 - 30' - 40" West, 112.40';
6) South 86 - 13' - 50" West, 151.33';
7) North 01 - 48' - 00" West, 129.36';
8) North 02 - 48' - 50" West, 134.99';
9) North 05 - 43' - 30" East, 65.43';
10) North 06 - 37' 50 ", West 67.65':
11) North 03 33' 40" East, 45.61';

To the Southerly side of Jericho Turnpike and the point or place of BEGINNING.

Section 13 Block 118 Lots 1-6

EXHIBIT "B"

WHEREAS, Woodbury Cove Redevelopment Company Owners Corporation ("Woodbury Cove") is a cooperative housing corporation which owns the land and buildings in the community known as Woodbury Cove located at 511 Park Avenue, Woodbury, Town of Oyster Bay, New York 11797, and consisting of five (5) two-story buildings containing 68 two-bedroom cooperative apartment units and a community center for occupancy by low to moderate income senior citizens age 62 years of age or older ("Premises"); and

Reviewed By
Office of Town Attorney

WHEREAS, Frank M. Scalera, Town Attorney, and Anthony C. Curcio, Deputy Town Attorney, by memorandum dated February 27, 2026, advised that effective August 28, 2024, New York State Housing Finance Law (PHFL) Section 125(1)(a) was amended by adding thereto subparagraph (1)(a-5) which states as follows: *"Any inconsistent provision of law notwithstanding, including but not limited to any limitation in paragraph (a) of this subdivision, the local legislative body of any municipality within the County of Nassau, with respect to a project either: (i) acquired by a mutual redevelopment company pursuant to section one hundred twenty-six of this article; or (ii) owned and continuing to be owned by a mutual redevelopment company where there is a restriction that said housing must be occupied by seniors with a minimum age of fifty-five as a condition to any restrictive covenants of said mutual redevelopment company, which would require substantial increases in carrying or maintenance charges after the initial period of tax exemption is ended or is going to require increases in the carrying or maintenance charges during any such extended tax exemption pursuant to a present extension agreement due to the reduction or elimination of the tax exemption provided to the project immediately preceding the termination of the initial twenty-five year period, unless relief is provided, may contract with such mutual redevelopment company to: (i) extend such tax exemption for not more than twenty-five additional years at the rate of the tax exemption of such project immediately preceding the termination of the initial twenty-five year period for all of the additional twenty-five year period; or (ii) modify an existing extended tax exemption to provide for such an extension"*; and

WHEREAS, Attorney Scalera and Attorney Curcio, by said memorandum, further advised that the amendment of the Extension Agreement in accordance with PHFL Section 125(1)(a-5) and in the manner set forth in the Amendment to Tax Exemption Extension Agreement annexed hereto as Exhibit "A" ("Extension Agreement") will allow for the continued operation of the Premises with maximum benefit to the senior community residing in the Premises; and

WHEREAS, Attorney Scalera and Attorney Curcio, by said memorandum, requested and recommended that the Town Board authorize the Supervisor or his designee to acknowledge and consent to the Extension Agreement as the Town of Oyster Bay has been requested by the County of Nassau and Woodbury Cove Redevelopment Company Owners Corporation to provide its acknowledgement and consent to said amendment,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation and request as hereinabove set forth are hereby accepted and approved, and the Supervisor or his designee is hereby authorized to acknowledge and consent to the Extension Agreement.

-#-

The foregoing resolution was declared adopted after a poll of the members of the Board; the vote being recorded as follows:

Supervisor Saladino	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye
Councilman Monteleone	Aye

EXHIBIT "C"

DISCLOSURES

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

None

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

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

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

Vendor: Woodbury Cove Redevelopment Company Owners Corp.

Dated: 3/31/2026

Signed: Gerald Steinberg

Print Name: Gerald Steinberg

Title: President

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 Gerald Steinberg
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address c/o Total Community Management Corp. 2375 Bedford Avenue
   City/state/zip Bellmore, NY 11710
   Telephone 718-631-7108
   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 11/25/25 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.

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

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

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

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES _____ NO X If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO X If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO X If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO X If Yes, provide details for each such instance.

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

   a) Is there any felony charge pending against you? YES ___ NO X If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO X If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO X If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO X If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ___ NO X If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO X If Yes, provide details for each such occurrence.

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

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO X If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO X If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO X If Yes, provide details for each such year.

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

I, Gerald Steinberg_____, 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 31st day of March 2026

Notary Public

JENNIFER LYNNE ANDERSON
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01AN6058940
Qualified in Suffolk County
My Commission Expires: May 21 2027

Woodbury Cove Redevelopment Company Owners Corp.
Name of submitting business

Print name : Gerald Steinberg

Gerald Steinberg
Signature

President
Title

3 / 31 / 2026
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: 3/31/2026

1) Proposer's Legal Name: Woodbury Cove Redevelopment Company Owners Corp.

2) Address of Place of Business: c/o Total Community Management Corp.
2375 Bedford Avenue, Bellmore, NY 11710

List all other business addresses used within last five years:

3) Mailing Address (if different):

Phone : 516-826-9700 ext. 271

Does the business own or rent its facilities? Own

4) Dun and Bradstreet number: None

5) Federal I.D. Number: 11-3400332

6) The proposer is a (check one): ____ Sole Proprietorship ____ Partnership ____ Corporation X Other (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, 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 X 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 X 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 X; 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 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. _____

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.

None 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.

None, 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.

No procedures presently exist. The cooperative corporation will advise its officers and shareholders of the Nassau County conflict of interest policies.

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.

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 None

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

Company _____

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

Company _____

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

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, Gerald Steinberg, , 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 31st day of March 2026

Notary Public

JENNIFER LYNNE ANDERSON
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01AN6058940
Qualified in Suffolk County
My Commission Expires: May 21 2027

Name of submitting business: Woodbury Cove Redevelopment Company Owners Corp.

By: Gerald Steinberg
Print name

Signature

President
Title

3 / 31 / 2026
Date

COUNTY OF NASSAU

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

1. Name of the Entity: Woodbury Cove Redevelopment Company Owners Corp.

Address: c/o Total Community Management Corp., 2375 Bedford Avenue

City, State and Zip Code: Bellmore, NY 11710

2. Entity's Vendor Identification Number: None

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp ____X____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):

See attached Board List

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.

See attached Rent Roll for Co-op Shareholders

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

None

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

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

None

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

None

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

None

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

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

Dated: 3/31/2026 Signed: Gerald Steinberg

Print name: Gerald Steinberg
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.

Woodbury Cove Redevelopment Company Owners Corp. I – Board of Directors

Section I			
Stephen Kunkin		403	[redacted]
Steven Mann		302	[redacted]
Barton Resnicoff		207	[redacted]
Gereld Steinberg	President	201	[redacted]
Beatrice Shevchenko		315	[redacted]

Building WY1
WOODBURY COVE CO I

WOODBURY COVE REDEVELOPMT CO I

Mailing Address Report

Printed 4/1/2026
Menu ID MAR2

Unit Number	Name	Mailing Address
101	DRAKOULIAS FAMILY IRR TRUST	DRAKOULIAS FAMILY IRR TRUST 101 Park Avenue Woodbury, NY 11797
102	Kim, Jinil	Jinil Kim 102 Park Avenue Woodbury, NY 11797
103	Lee, Yong Gol & Jung	Yong Gol & Jung Lee 103 Park Avenue Woodbury, NY 11797
104	Limperis, Thomas & Vacilia	Thomas & Vacilia Limperis 104 Park Avenue Woodbury, NY 11797
105	Schmeltzer, Gerald & Helene	Gerald & Helene Schmeltzer 105 Park Avenue Woodbury, NY 11797
106	DIAMOND, JAMES & HANNELORE	JAMES & HANNELORE DIAMOND 106 Park Avenue Woodbury, NY 11797
107	MACKENZIE IRR. TRUST, DOLORES	DOLORES MACKENZIE IRR. TRUST 107 Park Avenue Woodbury, NY 11797
108	THE RIZZUTO FAM TR	THE RIZZUTO FAM TR 108 Park Avenue Woodbury, NY 11797
109	Annunziato, Marian	Marian Annunziato 109 Park Avenue Woodbury, NY 11797

WOODBURY COVE REDEVELOPMT CO I

Mailing Address Report

Unit Number	Name	Mailing Address
110	Mazzillo, Nicholas & Paulina	Nicholas & Paulina Mazzillo 110 Park Avenue Woodbury, NY 11797
111	KIM, SUNG TAE	SUNG TAE KIM 111 Park Avenue Woodbury, NY 11797
112	JANIE JAFFE LIVING TRUST	JANIE JAFFE LIVING TRUST 112 Park Avenue Woodbury, NY 11797
113	KIM, AE JA	AE JA KIM 113 Park Avenue Woodbury, NY 11797
114	Bartlett, George & Candace	George & Candace Bartlett 114 Park Avenue Woodbury, NY 11797
115	NG, AARON & SUSAN	AARON & SUSAN NG 115 Park Avenue Woodbury, NY 11797
116	THE WALSH 2024 IRR TR	THE WALSH 2024 IRR TR 116 Park Avenue Woodbury, NY 11797
201	STEINBERG, GERALD & JUDITH	GERALD & JUDITH STEINBERG 201 Park Avenue Woodbury, NY 11797
202	KLEPPER, IRA & SUSAN FEINGOLD-	IRA & SUSAN FEINGOLD- KLEPPER 202 Park Avenue Woodbury, NY 11797

WOODBURY COVE REDEVELOPMT CO I

Mailing Address Report

Unit Number	Name	Mailing Address
203	AERNE, DIANE	DIANE AERNE 203 Park Avenue Woodbury, NY 11797
204	Colacino Family Revocable Trust	Colacino Family Revocable Trust 204 Park Avenue Woodbury, NY 11797
205	Purrazzi, Amelia	Amelia Purrazzi 205 Park Avenue Woodbury, NY 11797
206	Healy, Norma	Norma Healy 206 Park Avenue Woodbury, NY 11797
207	Resnicoff, Barton & Barbara	Barton & Barbara Resnicoff 207 Park Avenue Woodbury, NY 11797
208	HONG, GUISOP & YANG-KUN	GUISOP & YANG-KUN HONG 208 Park Avenue Woodbury, NY 11797
209	SHIN, DUCK & MYUNG HAE	DUCK & MYUNG HAE SHIN 209 Park Avenue Woodbury, NY 11797
210	Squillante, Ralph A & Nina L	Ralph A & Nina L Squillante 210 Park Avenue Woodbury, NY 11797
211	Violino, Edda	Edda Violino 211 Park Avenue Woodbury, NY 11797

WOODBURY COVE REDEVELOPMT CO I
Mailing Address Report

Unit Number	Name	Mailing Address
212	Cazzetta Family Irr Trust	Cazzetta Family Irr Trust 212 Park Avenue Woodbury, NY 11797
301	CIOFFIRO IRR TR, JOSEPH & LUCILLE	JOSEPH & LUCILLE CIOFFIRO IRR TR C/O CAEZZA P.O. BOX 68 SHOREHAM, NY 11786
302	Mann, Janice & Steve	Janice & Steve Mann 302 Park Avenue Woodbury, NY 11797
303	SO HAR LEE REV TR	SO HAR LEE REV TR 303 Park Avenue Woodbury, NY 11797
304	CHOI, JINHWAN & MISUK	JINHWAN & MISUK CHOI 304 Park Avenue Woodbury, NY 11797
305	ELLEN I. NAGLE REVOCABLE TRUST	ELLEN I. NAGLE REVOCABLE TRUST 305 Park Avenue Woodbury, NY 11797
306	TIRYAKIOGLU, SUSANNE	SUSANNE TIRYAKIOGLU 306 Park Avenue Woodbury, NY 11797
307	ELIAS, SHERYL	SHERYL ELIAS 307 Park Avenue Woodbury, NY 11797
308	LEE, HAK WOO & MICHELLE HI	HAK WOO & MICHELLE HI LEE 308 Park Avenue Woodbury, NY 11797

WOODBURY COVE REDEVELOPMT CO I

Mailing Address Report

Unit Number	Name	Mailing Address
309	Calamia, Phyllis	Phyllis Calamia 309 Park Avenue Woodbury, NY 11797
310	YOUNG KWAN KIM LIVING TRUST	YOUNG KWAN KIM LIVING TRUST 310 Park Avenue Woodbury, NY 11797
311	KIRSCHNER FAMILY IRR TRUST	KIRSCHNER FAMILY IRR TRUST 311 Park Avenue Woodbury, NY 11797
312	Shenkman, Marilyn	Marilyn Shenkman 312 Park Avenue Woodbury, NY 11797
313	Fellner Trust, Abraham	Abraham Fellner Trust 313 Park Avenue Woodbury, NY 11797
314	LEVINE, GLENN & LYNN	GLENN & LYNN LEVINE 314 Park Avenue Woodbury, NY 11797
315	Shevchenko, Alexander & Beatrice	Alexander & Beatrice Shevchenko 315 Park Avenue Woodbury, NY 11797
316	Schlossman, Gerald B & Kathryn M	Gerald B & Kathryn M Schlossman 316 Park Avenue Woodbury, NY 11797
401	Pickett Irr Trust, Carol	Carol Pickett Irr Trust 401 Park Avenue Woodbury, NY 11797

Building WY1
WOODBURY COVE CO I

WOODBURY COVE REDEVELOPMT CO I
Mailing Address Report

Printed 4/1/2026
Menu ID MAR2

Unit Number	Name	Mailing Address
402	GREEN, ALLEN & MARIE PADIO	ALLEN & MARIE PADIO GREEN 402 Park Avenue Woodbury, NY 11797
403	Kunkin Family Trust	Kunkin Family Trust 403 Park Avenue Woodbury, NY 11797
404	Mastrokynakos, Helena	Helena Mastrokynakos 404 Park Avenue Woodbury, NY 11797
405	KOPF, MONA	MONA KOPF 405 Park Avenue Woodbury, NY 11797
406	Decaminada, Maryann & Eugene	Maryann & Eugene Decaminada 406 Park Avenue Woodbury, NY 11797
407	BERLIN, JILL & LOUIS	JILL & LOUIS BERLIN 407 Park Avenue Woodbury, NY 11797
408	Siev, Elaine	Elaine Siev 408 Park Avenue Woodbury, NY 11797
409	CHAN, WING	WING CHAN 409 Park Avenue Woodbury, NY 11797
410	O'Donnell, George	George O'Donnell 410 Park Avenue Woodbury, NY 11797

Building WY1
WOODBURY COVE CO I

WOODBURY COVE REDEVELOPMT CO I

Mailing Address Report

Printed 4/1/2026
Menu ID MAR2

Unit Number	Name	Mailing Address
411	Schechter, Roberta	Roberta Schechter 411 Park Avenue Woodbury, NY 11797
412	Baldassaro, Peter	Peter Baldassaro 412 Park Avenue Woodbury, NY 11797
501	MATLACH, JOYCE	JOYCE MATLACH 501 Park Avenue Woodbury, NY 11797
502	Leigh Irrevocable Trust, Gloria	Gloria Leigh Irrevocable Trust C/O Cliff Leigh 15 Hobson Ave Saint James, NY 11780
503	GENEVIEVE PAGOTO IRR. TRUST	GENEVIEVE PAGOTO IRR. TRUST 503 Park Avenue Woodbury, NY 11797
504	Cochran, Barbara	Barbara Cochran 504 Park Avenue Woodbury, NY 11797
505	Peragine, Antonia	Antonia Peragine 505 Park Avenue Woodbury, NY 11797
506	Tsionis, Suzanne	Suzanne Tsionis 506 Park Avenue Woodbury, NY 11797
507	ALICE BREMEN REVOCABLE TRUST	ALICE BREMEN REVOCABLE TRUST 507 Park Avenue Woodbury, NY 11797

WOODBURY COVE REDEVELOPMT CO I

Mailing Address Report

Unit Number	Name	Mailing Address
508	THE CULOTTA FAMILY TRUST	THE CULOTTA FAMILY TRUST 508 Park Avenue Woodbury, NY 11797
509	John H & Ellen Bird Asset Mgmt,	John H & Ellen Bird Asset Mgmt 509 Park Avenue Woodbury, NY 11797
510	Coconato, Elda	Elda Coconato 510 Park Avenue Woodbury, NY 11797
511	Slater, Joseph & Rachel	Joseph & Rachel Slater 511 Park Avenue Woodbury, NY 11797
512	Dellicicchi, Joan	Joan Dellicicchi 512 Park Avenue Woodbury, NY 11797

105-26

BRUCE A. BLAKEMAN
County Executive

NASSAU COUNTY
New York

Staff Summary 2026

Date: 05/04/2026	**Legislation Type:** Resolution
Dept: County Executive	**Subject:** Tax Exemption Extension Agreement
Dept Head: Bruce A. Blakeman	
Dept Contact: Arthur T. Walsh	
Dept Head Signature:	

Internal Approvals

County Executive/Deputy:		**County Attorney:**	
Budget:		**Legislative Affairs:**	

Purpose:

To approve a Resolution (Attachment A) authorizing the execution of a Tax Exemption Extension Agreement with Woodbury Cove Redevelopment Company Owners Corporation II (the "Agreement", see Attachment B) pursuant to Article V, Section 125(1)(a-5) of the Private Housing Finance Law (the "PHFL") extending the term of the Tax Exemption Agreement dated December 17, 1998 for a term of twenty-five (25) years commencing January 1, 2026. The Tax Exemption Agreement granted Woodbury Cove Redevelopment Company Owners Corporation II (hereafter "Woodbury Cove II") certain real estate tax exemptions as an inducement for the construction and operation of 32 two-bedroom cooperative apartment units located in two (2) two-story buildings owned by shareholders who are low to moderate income senior citizens aged 62 and older.

Discussion:

Woodbury Cove II is located at 511 Park Avenue, Woodbury, New York and identified as Section 13, Block 118, Lots 7 - 9 on the Nassau County Land and Tax Map (the "Premises"). Woodbury Cove II is a mutual redevelopment company that owns and operates the Premises. The Town of Oyster Bay Housing Authority is the Supervising Agency in accordance with Article V of the PHFL. The Town Board of the Town of Oyster Bay (the "Town") adopted Resolution No. 179-2026 authorizing the acknowledgment and consent of the Town to the Agreement. An extension of the Tax Exemption Agreement is necessary in order to maintain the Premises as an affordable senior citizen cooperative apartment facility.

Impact on Funding:

The tax exemption will be extended at the same rate of exemption for twenty-five years commencing January 1, 2026.

Recommendation:

Approve as submitted.

2026 MAY -6 P 1:06
RECEIVED
NASSAU COUNTY
OFFICE OF THE LEGISLATURE

ATTACHMENT "A"

RESOLUTION NO: - 2026

A RESOLUTION to authorize the execution of a Tax Exemption Extension Agreement between the County of Nassau (the "County") and Woodbury Cove Redevelopment Company Owners Corporation II, a mutual redevelopment company organized pursuant to Article V of the Private Housing Finance Law of New York (hereafter "Woodbury Cove II").

APPROVED AS TO FORM
Assistant County Attorney

RECEIVED
NASSAU COUNTY
2021 MAY -6 P 1:06
CLERK OF THE LEGISLATURE

WHEREAS, Woodbury Cove II is a mutual redevelopment company organized pursuant to Article V of the New York Private Housing Finance Law (the "PHFL"). Woodbury Cove II owns and operates a low to moderate income senior citizen cooperative apartment development located at 511 Park Avenue, Woodbury, New York identified as Section 13, Block 118, Lots 7 - 9 on the Nassau County Land and Tax Map (the "Premises"); and

WHEREAS, the Premises consists of 32 two-bedroom cooperative apartment units located in two (2) two-story buildings owned by shareholders who are low to moderate income senior citizens aged 62 and older with a community building; and

WHEREAS, Woodbury Cove II and the County entered into a Tax Exemption Agreement dated December 17, 1998 (the "Tax Exemption Agreement") in conjunction with the development of the Premises for Woodbury Cove II as described herein. The Tax Exemption Agreement provided for an exemption from all County, Town, Special

District and School District taxes, other than assessments for local improvements, of one hundred percent (100%) of the value of the land together with the improvements to be constructed thereon which represented an increase over the assessed valuation of the land and improvements at the time of its acquisition by Woodbury Cove II which was $15,360.; and

WHEREAS, the Tax Exemption Agreement expired on December 31, 2025 and Woodbury Cove II has determined that an extension of the Agreement pursuant to Article V, Section 125(1)(a-5) of the PHFL is necessary in order to maintain the Premises as an affordable senior citizen cooperative apartment facility and to provide safe, clean and affordable housing for seniors in Nassau County; and

WHEREAS, Article V, Section 125(1)(a-5) of the New York Private Housing Finance Law provides that "the local legislative body of any municipality within the County of Nassau..... may contract with such mutual redevelopment company to extend such tax exemption for not more than twenty-five additional years at the rate of the tax exemption of such project immediately preceding the termination of the initial twenty-five year period for all of the additional twenty-five year period"; and

WHEREAS, the County acts on behalf of itself, the Town, Special Districts and the School District in assessing real property for the purposes of taxation within the meaning of and in accordance with Section 125(c) and (d) of the PHFL.

NOW, THEREFORE, BE IT RESOLVED BY THE LEGISLATURE OF THE COUNTY OF NASSAU AS FOLLOWS:

RESOLVED, that this Legislature hereby approves and the County Executive be and is hereby authorized to execute the Tax Exemption Extension Agreement on behalf of the County with Woodbury Cove II, a copy of which shall be on file in the Office of the Clerk of the County Legislature of Nassau County, and it is further

RESOLVED, that the County Executive is hereby authorized to execute any and all ancillary documents and to take such other action as is necessary to carry out the purposes of the Tax Exemption Extension Agreement, and it is further

RESOLVED, that it is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that the proposed action has been determined not to have a significant effect on the environment and that no further review is required, and be it further

RESOLVED, that this Resolution shall take effect immediately

ATTACHMENT "B"

TAX EXEMPTION EXTENSION AGREEMENT

This Extension Agreement made this _____day of _____, 2026, effective as of January 1, 2026 (hereafter this "Agreement") by and among the COUNTY OF NASSAU, a municipal corporation of the State of New York (hereinafter called "County") having its principal office at the County Executive Building, 1550 Franklin Avenue, Mineola, New York, 11501 and WOODBURY COVE REDEVELOPMENT COMPANY OWNERS CORPORATION II, a mutual redevelopment company organized pursuant to Article V of the Private Housing Finance Law of the State of New York, as amended ("the Act"), having its principal office at c/o Total Community Management Corp., 2375 Bedford Avenue, Bellmore, New York 11710 (hereafter referred to as "Woodbury Cove II");

W I T N E S S E T H:

WHEREAS, Woodbury Cove II and the County entered into that certain Tax Exemption Agreement dated December 17, 1998 (the "Tax Exemption Agreement") wherein Woodbury Cove II was granted certain real estate tax exemptions (hereafter the "Tax Exemptions") as an inducement for the construction and operation of 32 two-bedroom cooperative apartment units located in two (2) two story buildings in a garden type complex with a separate community building and on-site parking for low to moderate income senior citizens. The cooperative housing project (the "Project") is located at 511 Park Avenue in Woodbury, Town of Oyster Bay, New York 11797 and is identified as Section 13, Block 118, Lots 7 - 9 on the Nassau County Land and Tax Map (hereafter the "Premises"). A copy of the Tax Exemption Agreement is annexed hereto as Exhibit "A"; and

WHEREAS, the Tax Exemption Agreement expired on December 31, 2025; and

WHEREAS, Woodbury Cove II is not in default, or in receipt of a notice of default, under the Tax Exemption Agreement; and

WHEREAS, the Tax Exemption Agreement granted Woodbury Cove II an exemption from County, Town, Special District and School District taxes, other than assessments for local improvements, of one hundred percent (100%) of the value of the Premises included in the Project, both land and improvements, which represents an increase over the assessed valuation of the Premises, both land and improvements, acquired for the Project at the time of its acquisition by Woodbury Cove II which was set at $15,360. with the exemption to run for a period of twenty-five (25) years; and

WHEREAS, pursuant to Article V, Section 125(1)(a-5) of the Act, the Tax Exemption Agreement may be extended for an additional term not to exceed twenty-five (25) years, at a rate of tax exemption equal to the rate of the Tax Exemption immediately preceding the termination of the initial twenty-five year period for the full twenty-five (25) years of the term as extended hereby; and

WHEREAS, the Town Board of the Town of Oyster Bay (hereafter the "Town") rezoned the Premises to "Golden Age Residence" and set forth maximum income restrictions for

Purchasers of units in the Project as well as an age requirement of 62 years of age or older plus maximum re-sales prices which are subject to adjustment by the Housing Authority of the Town of Oyster Bay (the "Supervising Agency") based upon increases in the CPI Index; and

WHEREAS, an extension of the Tax Exemption Agreement for an additional term of twenty-five (25) years pursuant to Article V, Section 125(1)(a-5) of the Act will allow for the continued operation of the Project with maximum benefit to the senior community residing in the Premises; and

WHEREAS, by Resolution No. 79-2026 adopted March 10, 2026 (attached hereto as Exhibit "B"), the Town authorized and approved the application of Woodbury Cove II to the Nassau County Legislature for the extension of the twenty-five (25) year tax exemption under PHFL section 125 and recommended that the tax exemption extension be granted; and

WHEREAS, an extension of the Tax Exemption is necessary for the continued availability of affordable housing for low to moderate income senior citizens in Nassau County; and

WHEREAS, the Legislature of the County of Nassau, by Resolution adopted _____, 2026, a copy of which is attached hereto as Exhibit "C", approved and authorized an extension of the Tax Exemption in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Defined Terms. Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to them in the Tax Exemption Agreement.

2. Extension of Term. The Tax Exemption is hereby extended for a period of twenty-five (25) years (the "Extended Term") commencing January 1, 2026 and shall expire on December 31, 2050, or at such time as the Project is no longer operated under the restrictions and purposes set forth in Article V of the Act, unless otherwise terminated as provided by this Agreement or pursuant to applicable law.

3. Exemption. The County hereby extends to Woodbury Cove II or any successor or transferee entity organized pursuant to the Act, an exemption from County, Town and Special District and School taxes (hereafter collectively "taxes") to run for all of the Extended Term at the same rate of exemption that existed immediately preceding the expiration of the initial twenty-five year term of the Tax Exemption Agreement and in accordance with the terms of this Extension Agreement. So long as the Tax Exemption provided for hereunder shall continue in full force and effect, Woodbury Cove II shall, subject to the provisions set forth in sections 4, 5 and 11 of this Agreement, pay each year to the Comptroller of the Town of Oyster Bay, for the benefit of the County, the Town, the School District and Special Districts in which the Property is located, all real property taxes.

4. Invoicing. The Town agrees to bill Woodbury Cove II, at the address first written above or such other address as may be provided to the Town in writing, for real property taxes due each year that this Agreement is or remains in effect. Failure of the Town to bill Woodbury Cove II each year does not in any way affect the obligation of Woodbury Cove II to make the tax payments required under this Agreement.

5. Payment. The amounts due and payable under this Agreement shall be payable to the Comptroller of the Town of Oyster Bay, 74 Audrey Avenue, Oyster Bay, New York 11797 or at such other address as the Comptroller may notify Woodbury Cove II.

6. Late Payments. In addition to any other remedy available to the County at law or in equity, it is understood and agreed that Woodbury Cove II's failure to make tax payments pursuant to this Agreement when said payments shall be due and payable, shall be governed by the same provisions of law as shall apply to any owner or owners of real property who fail to timely make payments of real property taxes.

7. Allocation by Comptroller. All tax payments made hereunder shall be allocated by the Town among the affected tax jurisdictions in proportion to the amount of real property and other taxes and assessments that would have been received by each tax jurisdiction had the Premises not been partially exempt. The Town shall forward the allocated amounts from each yearly tax payment to the County, Town and affected School District(s). The amount forwarded to the School District by the Town shall also include the portion allocated to the applicable Library District, which proportional amount is to be forwarded by the School District to the Library District. The amount retained by the Town shall also include the portions allocated to the Special Districts in which the Premises is located, which proportional amounts are to be forwarded by the Town to the respective Special District.

8. Payments Unconditional. Woodbury Cove, by signing below, agrees to make the tax payments regardless of whether any one or more residents of the Premises fails to pay maintenance, rent or similar fees.

9. No Oral Modification. This Agreement may not be orally modified or terminated nor any of its provisions waived, except by an agreement in writing signed by the party against whom enforcement of any modification, termination or waiver is sought.

10. Successors. This Agreement shall be binding upon and inure to the benefit of the parties and each of their respective legal representatives, successors and permitted assigns.

11. Default. In the event that Woodbury Cove II fails to make its tax payments when due in accordance with Section 5 of this Agreement in any given year during the Extended Term (after the expiration of any applicable grace period for the payment of taxes and any applicable notice to cure), or if Woodbury Cove II shall breach any other condition or provision of this Agreement (after the expiration of any applicable grace period for the payment of taxes and any applicable notice to cure), then, in addition to any other remedy available to the County at law or in equity, the Tax Exemption shall be subject to termination and the Premises shall become assessed with full real property taxes without any further exemption, provided that the

County shall have given 30 days' prior written notice to Woodbury Cove II of the default and Woodbury Cove II shall have failed to cure, (a) a default in the payment of taxes within the thirty (30) days provided in the written notice of default, or (b) within 60 days of such notice for a non-tax payment breach of this Agreement. In the event of a dispute as to whether a default has occurred or is capable of being cured, the parties shall submit their dispute to judicial resolution and this Extension Agreement shall remain in effect pending the final resolution of the dispute. If it is finally determined that a default has occurred and it is not cured within 30 days after a judicial order with Notice of Entry, then the County may terminate this Agreement.

12. No Protest or Challenge. So long as the Tax Exemption with respect to the Premises described above remains in effect, neither Woodbury Cove II, nor its successors and/or assigns, nor the individual residents, shall protest, challenge or file a tax certiorari petition with respect to the assessed valuation of the Premises, provided, however, Woodbury Cove II may file challenges at any time within two (2) years prior to the expiration of this Extension Agreement. Except as permitted, neither Woodbury Cove II, nor Woodbury Cove II on behalf of those residing in the units, shall be eligible to receive or file for any other abatement or exemption except for the exemption granted herein for the duration of this Agreement.

13. Ratification. The parties hereby confirm that, except as expressly modified herein, all other terms and conditions of the Tax Exemption Agreement remain in full force and effect, are hereby ratified and confirmed by the parties and are incorporated herein as if set forth in detail, the parties agreeing to continue to be bound by the terms and conditions set forth therein. In the event of any conflict between the terms of this Agreement and the terms of the Tax Exemption Agreement, the terms of this Agreement shall control.

14. Counterparts. This Agreement may be executed in one or more counterparts (each of which shall constitute an original and all of which when taken together shall constitute one and the same instrument) and facsimile and PDF signatures shall be binding with the same force and effect as original signatures.

15. 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 or employee or agent of Woodbury Cove II, 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 Office of the Nassau County Treasurer, to the attention of the County Treasurer at One West Street, Mineola, NY 11501, (ii) if to an Applicable Deputy County Executive ("DCE"), to the attention of the Applicable DCE (whose name Woodbury Cove II shall obtain from the County) at the address specified above for the County, (iii) if to the Comptroller of the Town of Oyster Bay, to the attention of the Comptroller at 74 Audrey Avenue, Oyster Bay, N,Y, 11797, (iv) if to the County Attorney, to the attention of the County Attorney at One West Street, Mineola, NY, 11501, (v) if to Woodbury Cove II, to the attention of the Managing Agent of Woodbury Cove II at the address specified above for Woodbury Cove II, and to Woodbury Cove II's Counsel at the

office of Woodbury Cove II's Counsel, or in each case to such other persons or addresses as shall be designated by written notice.

16. Executory Clause. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to Woodbury Cove II or any other person or entity unless (i) all County approvals have been obtained, including approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive or a Deputy County Executive.

17. Modification/Governing Law. This Agreement may be modified only by written instrument duly executed by the parties hereto and shall be construed and interpreted, and may be modified, in accordance with the laws of the State of New York.

18. Assignment. This Agreement may only be assigned, shared or otherwise transferred to an entity formed pursuant to the Act and this Agreement shall not be assigned, shared or otherwise transferred without the prior written consent of the County which shall not be unreasonably withheld, conditioned or delayed. Any purported assignment, sharing or transfer without such consent shall be void ab initio.

19. Severability. If any provision of this Agreement shall for any reason be held or adjudged to be invalid, illegal or unenforceable by any court of competent jurisdiction, such provision so adjudged invalid, illegal or unenforceable shall be deemed separate, distinct and independent and the remainder of this Agreement shall be and remain in full force and effect and shall not be otherwise affected by such holding or adjudication,

20. Prohibition of Gifts. In accordance with County Executive Order 2-2018, Woodbury Cove II 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 Woodbury Cove II 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. Woodbury Cove II shall include the provisions of this subsection in each subcontract entered into under this Agreement.

21. Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, Woodbury Cove II shall disclose as part of its compliance with such Order complete disclosure form(s) reflecting any and all instances where it 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. Woodbury Cove II shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

22. **Accounting Procedures; Records.** Woodbury Cove II 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 an income tax basis of accounting and, if Woodbury Cove II 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 County Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services or benefits hereunder and/or the payment therefore, and any of their duly designated representatives, upon reasonable notice. The provisions of this Section shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the undersigned have signed and sealed this Agreement all of the date hereinabove set forth.

ATTEST:

THE COUNTY OF NASSAU

_____

By: _____
County Executive

ATTEST:

WOODBURY COVE REDEVELOPMENT COMPANY OWNERS CORPORATION II

_____

By: _____

REVIEWED BY
OFFICE OF TOWN ATTORNEY

ACKNOWLEDGED AND CONSENTED TO:
TOWN OF OYSTER BAY

By: _____
Name: Gregory W. Carman, Jr.
Title: Deputy Supervisor

REVIEWED BY
OFFICE OF TOWN ATTORNEY

22. Accounting Procedures; Records. Woodbury Cove II 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 an income tax basis of accounting and, if Woodbury Cove II 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 County Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services or benefits hereunder and/or the payment therefore, and any of their duly designated representatives, upon reasonable notice. The provisions of this Section shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the undersigned have signed and sealed this Agreement all of the date hereinabove set forth.

ATTEST:

THE COUNTY OF NASSAU

_____

By: _____
County Executive

ATTEST:

WOODBURY COVE REDEVELOPMENT COMPANY OWNERS CORPORATION II

_____

By: _____

ACKNOWLEDGED AND CONSENTED TO:
TOWN OF OYSTER BAY

By:_____
Name:_____
Title:_____

State of New York)ss:
County of Nassau)

On the 31st day of March in the year 2026 before me, the undersigned notary public, personally appeared George Janet of Woodbury Cove Redevelopment Company Owners Corporation II, a mutual redevelopment corporation, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

JENNIFER LYNNE ANDERSON
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01AN6058940
Qualified in Suffolk County
My Commission Expires May 21, 2027

State of New York) ss.:
County of Nassau)

On the ____ day of _____ in the year 2026, before me personally came, _____ the County Executive/Chief Deputy County Executive of the County of Nassau, the municipal corporation described in and who executed the above instrument; that being duly sworn, he did depose and say that he is the County Executive/Chief Deputy County Executive of Nassau County; 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 authority of the Nassau County Legislature, and that he signed his name thereto by like authority.

Notary Public

State of New York)ss.:
County of Nassau)

On the 17th day of April in the year 2026, before me personally came, Gregory W. Cosman, Jr the Deputy Supervisor of the Town of Oyster Bay, the municipal corporation described in and who executed the above instrument; that he/~~she~~ being duly sworn, did depose and say that he/~~she~~ is the ~~Supervisor~~/Deputy ~~Comptroller~~ of the Town of Oyster Bay; 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 authority of the Oyster Bay Town Board, and that he/~~she~~ signed his/~~her~~ name thereto by like authority.

Notary Public

ERIN SMITH-KELLY
Notary Public, State of New York
No. 01SM4777920
Qualified in Nassau County
Commission Expires September 30, 2026

EXHIBIT "A"

TAX EXEMPTION AGREEMENT

THIS AGREEMENT MADE THIS 17 day of December, 1998, by and between the County of Nassau, a municipal corporation of the State of New York (hereinafter called "County"), having its principal office at the County Executive Building, One West Street, Mineola, New York 11501 and WOODBURY COVE REDEVELOPMENT COMPANY OWNERS CORP. II, a mutual redevelopment company organized pursuant to Article 5 of the Private Housing Finance Law of the State of New York, as amended (hereinafter called "Company"), having its principal office at **12 Morely Court, North Hills, New York.**

WITNESSETH:

WHEREAS, the Town of Oyster Bay (hereinafter called "Town"), is desirous of causing the provision of additional low or moderate income housing for the elderly in the Town; and

WHEREAS, the Company will acquire title to certain property generally located on Jericho Turnpike, 943.39 feet east of Woodbury Road on the South side of the street at Woodbury, New York, in the Town of Oyster Bay (said property being hereinafter called "Property"), and being more fully described in Exhibit "A", attached hereto and made a part hereof, and will be or is engaged in a residential project thereon known as WOODBURY COVE REDEVELOPMENT COMPANY OWNERS CORP. II, (hereinafter called "Housing Project"); and

WHEREAS, in order for the Housing Project to be feasible the Company has applied to the Nassau County Legislature (hereinafter called "Legislature"), for an

exemption from all County, Town, Special District, and School District Taxes and any and all other local and municipal taxes other than assessments for local improvements of (100%) of the value of the property for land only, which is $15,360.00 (assessed value), which amount would be frozen for the next 25 years pursuant to the provisions of the PHFL Section 125. Any and all increases in assessed value attributable to the new construction, would be exempted from taxation pursuant to PHFL Article 5. In addition to the tax bills, the Redevelopment Company will agree to make an annual payment in lieu of taxes (PILOT) (pursuant to a separate agreement between the Town of Oyster Bay and the Housing project) for each unit, which will cover the shortfall or difference between the actual land only tax payments of approximately $308.69 for a two bedroom unit, and the program requirements of the tax payments being $1,395.00 for a two bedroom unit. The PILOT Agreement will be separately administered by the Town and will last as long as the Article 5 Tax Exemption remains in effect. All of the revenues collected pursuant to the PILOT Agreement will be remitted to the School District, Town, and County in the same percentages as established in the combined School District and General Tax bills, pursuant to a separate agreement. The total taxes with the payments pursuant to the PILOT Program, represent an increase over the assessed valuation of the property both land and improvements, acquired for the Housing Project at the time of its acquisition by the Company, pursuant to Section 125 of Article 5 of the Private Housing Finance Law of the State of New York, as amended, upon the terms and conditions provided herein; and

64.310

WHEREAS, the County acts on behalf of itself, the Town, Special Districts and the School District in assessing real property for the purposes of taxation within the

meaning of in accordance with Section 125.1c of Article 5 of the Private Housing Finance Law of the State of New York, as amended;

NOW, THEREFORE, it is mutually agreed by and between the parties hereto, as follows:

1. The County hereby grants to the Company or any Successor or Transferee Redevelopment Company, an exemption from all County, Town, Special District and School District Taxes and Assessments for local and municipal taxes other than assessments for local improvements, of (100%) of the value of the improvements included in the Housing Project, which represents an increase over the assessed valuation of the property both land and improvements, acquired for the Housing Project at the time of its acquisition by the Company, such tax exemption to operate for a period of 25 years commencing from the date on which the benefits of such exemption first become available and effective (i.e. the next taxable status date of January 1st, 2000, which shall be effective for 2000-2001 School tax year and the 2001 general tax year).

Exemption

2. So long as the exemption provided for hereunder shall continue in force and effect, the Company shall pay to the Comptroller of the Town for the benefit of the County, Town, Special Districts and the School District and taxes for the property, the amount of which shall be determined and fixed on the basis of the vacant land county assessed valuation of the property at the time of its acquisition by the Company and the difference between the actual land only tax payments and the tax payments required pursuant to the program.

PILOT

3. It is understood and agreed that the present land only assessed valuation of the property is $15,360.00 for Section: 13 Block: 118 Lots: 7-9. Therefore, any increase in

the assessed valuation of the property for vacant land over $15,360.00 shall be exempt from County, Town, Special District and School District taxes and any and all other local and municipal taxes for a period of 25 years commencing January 1st, 2000, and the Company shall pay taxes as provided in Section 2 hereof on the basis of the $15,360.00 assessment; provided, that the Company acquire title to the property on or before December 31st, 1998, and its private plan has been completely approved pursuant to Article 5 of the Private Housing Finance Law of the State of New York as Amended on or before December 31st, 1998.

4. The "Company", its heirs, successors and assigns, covenants and agrees not to, for the period the exemption runs, make application for a tax certiorari proceeding or any senior citizen's or veteran's exemptions.

IN WITNESS WHEREOF , the parties hereto have executed this agreement as of the 17 of December, 1998.

COUNTY OF NASSAU

BY: _____
County Executive

WOODBURY COVE REDEVELOPMENT COMPANY OWNERS CORP. II

BY: _____
Robert Havasy, President

APPROVED
DEPARTMENT OF ASSESSMENTS

BY: Anton M Carell

COMPTROLLER

BY: Frederick H Parker

FORM APPROVED

BY: [illegible]
Deputy County Attorney

desktop:clients:woodbury covell:Tax Exemption Agreement

EXHIBIT "A"

ALL that certain piece or parcel of land situate, lying and being at Woodbury, County of Nassau, State of New York being bounded and described as follows:

BEGINNING at a point lying in the southerly side of Jericho Turnpike, Distant 943.39 feet Easterly from the corner formed by the intersection of the Southerly side of Jericho Turnpike with the Easterly side of Woodbury Road;

RUNNING THENCE from this point of BEGINNING North 77 - 44' - 50" East along the Southerly side of Jericho Turnpike, 82.75 feet;

THENCE the following four courses and distances along the Easterly, Southerly and Westerly boundaries of the Map of Woodbury Cove Cooperative Section 2:

1) South 01 - 15' - 30" East, 475.32';
2) South 84 52' - 30" West, 97.14';
3) North 01 - 15' 30" West, 421.18';
4) North 18 - 00' - 00" East, 47.57';

To the Southerly side of Jericho Turnpike and the point of place of BEGINNING.

Section 13 Block 80 Lots 29

Woodbury Cove Redevelopment Company Owners Corp. II

Thirty-Two (32) apartments, located in two (2) buildings.

- 16 – First Floor Units – 1,000 S.F.
  - 2 Bedrooms.

- 16 – Second Floor Units – 1,060 S.F.
  - 2 Bedrooms.

Recreational facilities consist of a community building which includes a meeting area, kitchen, multi-purpose room, and men's and women's toilet.

Property Description
ALL that certain piece or parcel of land situate, lying and being at Woodbury, County of Nassau, State of New York being bounded and described as follows:

BEGINNING at a point lying in the southerly side of Jericho Turnpike, Distant 943.39 feet Easterly from the comer formed by the intersection of the Southerly side of Jericho Turnpike with the Easterly side of Woodbury Road;

RUNNING THENCE from this point of BEGINNING North 77 - 44' - 50" East along the Southerly side of Jericho Turnpike, 82.75 feet;

THENCE the following four courses and distances along the Easterly, Southerly and Westerly boundaries of the Map of Woodbury Cove Cooperative Section 2:

12) South 01 - 15' - 30" East, 475.32';
13) South 84 52' - 30" West, 97.14';
14) North 01 - 15' 30" West, 421.18';
15) North 18 - 00' - 00" East, 47.57';

To the Southerly side of Jericho Turnpike and the point of place of BEGINNING.
Section 13 Block 80 Lots 29

EXHIBIT "B"

WHEREAS, Woodbury Cove Redevelopment Company Owners Corporation II ("Woodbury Cove") is a cooperative housing corporation which owns the land and buildings in the community known as Woodbury Cove II located at 511 Park Avenue, Woodbury, Town of Oyster Bay, New York 11797 and consisting of two (2) two-story buildings containing 32 two-bedroom cooperative apartment units and a community center for occupancy by low to moderate income senior citizens age 62 years of age or older ("Premises"); and

WHEREAS, Frank M. Scalera, Town Attorney, and Anthony C. Curcio, Deputy Town Attorney, by memorandum dated February 27, 2026, advised that effective August 28, 2024, New York State Housing Finance Law (PHFL) Section 125(1)(a) was amended by adding thereto subparagraph (1)(a-5) which states as follows: *"Any inconsistent provision of law notwithstanding, including but not limited to any limitation in paragraph (a) of this subdivision, the local legislative body of any municipality within the County of Nassau, with respect to a project either: (i) acquired by a mutual redevelopment company pursuant to section one hundred twenty-six of this article; or (ii) owned and continuing to be owned by a mutual redevelopment company where there is a restriction that said housing must be occupied by seniors with a minimum age of fifty-five as a condition to any restrictive covenants of said mutual redevelopment company, which would require substantial increases in carrying or maintenance charges after the initial period of tax exemption is ended or is going to require increases in the carrying or maintenance charges during any such extended tax exemption pursuant to a present extension agreement due to the reduction or elimination of the tax exemption provided to the project immediately preceding the termination of the initial twenty-five year period, unless relief is provided, may contract with such mutual redevelopment company to: (i) extend such tax exemption for not more than twenty-five additional years at the rate of the tax exemption of such project immediately preceding the termination of the initial twenty-five year period for all of the additional twenty-five year period; or (ii) modify an existing extended tax exemption to provide for such an extension"*; and

Reviewed By
Office of Town Attorney

WHEREAS, Attorney Scalera and Attorney Curcio, by said memorandum, further advised that the amendment of the Extension Agreement in accordance with PHFL Section 125(1)(a-5) and in the manner set forth in the Amendment to Tax Exemption Extension Agreement annexed hereto as Exhibit "A" ("Extension Agreement") will allow for the continued operation of the Premises with maximum benefit to the senior community residing in the Premises; and

WHEREAS, Attorney Scalera and Attorney Curcio, by said memorandum, requested and recommended that the Town Board authorize the Supervisor or his designee to acknowledge and consent to the Extension Agreement as the Town of Oyster Bay has been requested by the County of Nassau and Woodbury Cove Redevelopment Company Owners Corporation II to provide its acknowledgement and consent to said amendment,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation and request as hereinabove set forth are hereby accepted and approved, and the Supervisor or his designee are hereby authorized to acknowledge and consent to the Extension Agreement.

-#-

The foregoing resolution was declared adopted after a poll of the members of the Board; the vote being recorded as follows:

Supervisor Saladino	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye
Councilman Monteleone	Aye

EXHIBIT "C"

DISCLOSURES

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

None

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

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

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

Vendor: Woodbury Cove Redevelopment Company Owners Corp. II

Dated: 3/31/2026

Signed:

Print Name: George Zammit

Title: President

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 George Zammit
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address c/o Total Community Management Corp. 2375 Bedford Avenue
   City/state/zip Bellmore, NY 11710
   Telephone 718-631-7108
   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 11/25/16 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.

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

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

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

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES _____ NO X If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO X If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO X If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO X If Yes, provide details for each such instance.

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

   a) Is there any felony charge pending against you? YES ___ NO X If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO X If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO X If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO X If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ___ NO X If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO X If Yes, provide details for each such occurrence.

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

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO X If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO X If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO X If Yes, provide details for each such year.

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

I, George Zammit, 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 31st day of March 20 22

Notary Public

JENNIFER LYNNE ANDERSON
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01AN6058940
Qualified in Suffolk County
My Commission Expires: May 21, 2027

Woodbury Cove Redevelopment Company Owners Corp. II
Name of submitting business

George Zammit
Print name

George Zammit
Signature

President
Title

3 / 31 / 2026
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: 3/31/2026

1) Proposer's Legal Name: Woodbury Cove Redevelopment Company Owners Corp. II

2) Address of Place of Business: c/o Total Community Management Corp,.
2375 Bedford Avenue, Bellmore, New York 11710

List all other business addresses used within last five years:
None

3) Mailing Address (if different):

Phone : 516-826-9700 ext. 271

Does the business own or rent its facilities? Own

4) Dun and Bradstreet number: None

5) Federal I.D. Number: 11-3513727

6) The proposer is a (check one): ____ Sole Proprietorship ____ Partnership ____ Corporation X Other (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, 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 X 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 X 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 X; 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 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. _____

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.
None 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.
None, 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.
No procedures presently exist. The cooperative corporation will advise its officers and shareholders of the Nassau County conflict of interest policies.

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.

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 None

Contact Person_____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address_____

Company _____

Contact Person_____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address_____

Company _____

Contact Person_____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address_____

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, George Zammit, 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 31st day of March 2026

Notary Public

JENNIFER LYNNE ANDERSON
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01AN6058940
Qualified in Suffolk County
My Commission Expires: May 21, 2027

Name of submitting business: Woodbury Cove Redevelopment Company Owners Corp. II

By: George Zammit
Print name

George Zammit
Signature

President
Title

3/31/2026
Date

COUNTY OF NASSAU

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

1. Name of the Entity: Woodbury Cove Redevelopment Company Owners Corp. II

Address: c/o Total Community Management Corp., 2375 Bedford Avenue

City, State and Zip Code: Bellmore, New York 11710

2. Entity's Vendor Identification Number: None

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp ____X____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):

See attached Board List

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.

See attached Rent Roll for Co-op Shareholders

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

None

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

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

None

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

None

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

None

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

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

Dated: 3/31/2026

Signed: George Zammit

Print Name: George Zammit

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.

Woodbury Cove Redevelopment Company Owners Corp. II – Board of Directors

Section II					
Robert Holtz		714	[redacted]		
Janet Stearns		715			
Joseph Miecuna		703			[redacted]
George Zammit	President	611			
VACANT					

Building WY2
WOODBURY COVE CO II

WOODBURY COVE REDEVELOPMT CO II
Mailing Address Report

Printed 4/1/2026
Menu ID MAR2

Unit Number	Name	Mailing Address
601	SPINNER FAMILY IRREVOCABLE TRUST	SPINNER FAMILY IRREVOCABLE TRUST 601 Park Avenue Woodbury, NY 11797
602	LAUTERBACH, MAUREEN K.	MAUREEN K. LAUTERBACH 602 Park Avenue Woodbury, NY 11797
603	MUHLBAUM-LEEDS, NORA	NORA MUHLBAUM-LEEDS 603 Park Avenue Woodbury, NY 11797
604	AMES, JANE	JANE AMES 604 Park Avenue Woodbury, NY 11797
605	Kornspan Irr Trust, Joan	Joan Kornspan Irr Trust 605 Park Avenue Woodbury, NY 11797
606	RIZZUTO, ANTHONY & CAROL	ANTHONY & CAROL RIZZUTO 606 Park Avenue Woodbury, NY 11797
607	VELLA, FRANCIS V.	FRANCIS V. VELLA 607 Park Avenue Woodbury, NY 11797
608	Sutton, Paul & Theresa	Paul & Theresa Sutton 608 Park Avenue Woodbury, NY 11797
609	KOULETTAS, NICK & CHRISTOS	NICK & CHRISTOS KOULETTAS 609 Park Avenue Woodbury, NY 11797

Building WY2
WOODBURY COVE CO II

WOODBURY COVE REDEVELOPMT CO II
Mailing Address Report

Printed 4/1/2026
Menu ID MAR2

Unit Number	Name	Mailing Address
610	Kim, Kl S & Eun S	Kl S & Eun S Kim 610 Park Avenue Woodbury, NY 11797
611	ZAMMIT FAM. IRR. TRUST	ZAMMIT FAM. IRR. TRUST 611 Park Avenue Woodbury, NY 11797
612	BASILE, PATRICIA	PATRICIA BASILE 612 Park Avenue Woodbury, NY 11797
613	HARTNETT, MAUREEN	MAUREEN HARTNETT 613 Park Avenue Woodbury, NY 11797
614	RUBINO, DEBORAH & RANDY	DEBORAH & RANDY RUBINO 614 Park Avenue Woodbury, NY 11797
615	Harvey IRR Trust, Elaine	Elaine Harvey IRR Trust 615 Park Avenue Woodbury, NY 11797
616	TRIANTAFILLOU, NORMA	NORMA TRIANTAFILLOU 616 Park Avenue Woodbury, NY 11797
701	WU, TE WANG	TE WANG WU 701 Park Avenue Woodbury, NY 11797
702	ROBERT & NANCY YOUNG	ROBERT & NANCY YOUNG 702 Park Avenue Woodbury, NY 11797

Building WY2
WOODBURY COVE CO II

WOODBURY COVE REDEVELOPMT CO II
Mailing Address Report

Printed 4/1/2026
Menu ID MAR2

Unit Number	Name	Mailing Address
703	MIECUNA, JOSEPH & JOSEPHINE	JOSEPH & JOSEPHINE MIECUNA 703 Park Avenue Woodbury, NY 11797
704	Ferrentino, Constance & Neil	Constance & Neil Ferrentino 704 Park Avenue Woodbury, NY 11797
705	KIM, JUNG HI	JUNG HI KIM 705 Park Avenue Woodbury, NY 11797
706	PARK, JUN HEE	JUN HEE PARK 706 Park Avenue Woodbury, NY 11797
707	Poulos, Dimitra	Dimitra Poulos 707 Park Avenue Woodbury, NY 11797
708	YOO, JANG HEE	JANG HEE YOO 708 Park Avenue Woodbury, NY 11797
709	Rosselli, Calogero & Maria	Calogero & Maria Rosselli 709 Park Avenue Woodbury, NY 11797
710	Abe, Lynne P	Lynne P Abe 710 Park Avenue Woodbury, NY 11797
711	Catherine Boisits Family Trust	Catherine Boisits Family Trust 711 Park Avenue Woodbury, NY 11797

Building WY2
WOODBURY COVE CO II

WOODBURY COVE REDEVELOPMT CO II

Mailing Address Report

Printed 4/1/2026
Menu ID MAR2

Unit Number	Name	Mailing Address
712	Salemi, Anthony & Margaret	Anthony & Margaret Salemi 712 Park Avenue Woodbury, NY 11797
713	Von Burg, Frederick & Loretta	Frederick & Loretta Von Burg 713 Park Avenue Woodbury, NY 11797
714	Holtz IRR TRUST	Holtz IRR TRUST 714 Park Avenue Woodbury, NY 11797
715	STEARNS, WILLIAM & JANET	WILLIAM & JANET STEARNS 715 Park Avenue Woodbury, NY 11797
716	PLACE, LORRAINE	LORRAINE PLACE 716 Park Avenue Woodbury, NY 11797

Nassau County Shared Services,
Office of Purchasing

Staff Summary A-13-2026

Subject: Comprehensive Computer Repair and Preventive Maintenance (S/B # 93921-11255-274)	Date: January 13, 2026
Department: Shared Services, Office of Purchasing	Vendor Name: Sourcepass Contemporary LLC.
Department Head Name: Melissa Gallucci	Contract Number: A-13-2026
Department Head Signature: Melissa Gallucci	Contract Manager Name: Timothy Funaro Buyer

Internal Approvals			
Date & Initial	**Approval**	**Date & Initial**	**Approval**
4/6/26	Chief Procurement Officer	4/27/26	Budget
4/7/26	County Attorney	4/28/26	County Executive

Rev. 03/2024 4/8/26 - Insurance

Significant Adverse Information Identified? Yes ○ / No ◉ (If Yes, attach memo.)

Purpose: To authorize and award a blanket purchase order for Comprehensive Computer Repair and Preventive Maintenance for the Nassau County Department of Information Technology for part A of the formal sealed bid.

Discussion: This solicitation was advertised in the NY Post, New York State Contract Reporter and posted on the Nassau County Bid Solicitation Board. Minority Affairs and CSEA were notified of this solicitation.

Vendors Viewed the solicitation: 46*	**Vendors bid on this solicitation: 2**
9 Woman Owned business	0 Woman Owned Business
23 Minority (African/American)	0 Minority (African/American)
30 Small Business	1 Small Business
2 Service Disabled (Veteran) Owned	0 Service Disabled (Veteran) Owned
2 Veteran Owned Business	0 Veteran Owned Business
8 None of the Above	1 None of the Above

2026 APR 29 A 10:00
NASSAU COUNTY
OFFICE OF THE LEGISLATURE

The Identified lowest responsible bidder Sourcepass Contemporary LLC is not listed in any of the above categories. ***Some vendors listed themselves in multiple categories.**

Impact on Funding/Term: The Maximum amount authorized under this blanket purchase order including any renewal options that may be exercised by the Commissioner of Shared Services shall be One Million One Hundred Thousand dollars ($1,100,000.00) from general funds ITGEN1400 DE505. The term of this blanket purchase order shall be for a period of one (1) year from the effective date, with the Commissioner of Shared Services option to renew up to an additional four (4) one (1) year periods and additional two (2) month period, for a total term of five (5) years and two(2) months.

Recommendation: Department of Shared Services, Office of Purchasing recommends an award be given to Sourcepass Contemporary LLC. as the lowest responsible bidder meeting specifications.

RULES RESOLUTION

A RESOLUTION AUTHORIZING THE COMMISSIONER OF SHARED SERVICES TO AWARD AND EXECUTE A BLANKET PURCHASE ORDER BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF INFORMATION TECHNOLOGY AND SOURCEPASS CONTEMPORARY LLC.

WHEREAS, the NASSAU COUNTY DEPARTMENT OF SHARED SERVICES, OFFICE OF PURCHASING has received competitive bids under sealed bid solicitation # 93921-11255-274 for Comprehensive Computer Repair and Preventive Maintenance for the Nassau County Department of Information Technology as more particularly described in the bid document; and

WHEREAS the Commissioner of Shared Services is representing to the Rules Committee that Sourcepass Contemporary LLC. meets all specifications for the product and/or services described in the said bid document as determined by the Commissioner of Shared Services.

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the Commissioner of Shared Services to award and execute the said Blanket Purchase Order with Sourcepass Contemporary LLC..

COUNTY OF NASSAU

INTER – DEPARTMENTAL MEMO

TO: CLERK OF THE COUNTY LEGISLATURE **A-13-2026**

FROM: MELISSA GALLUCCI - COMMISSIONER OF SHARED SERVICES

DATE: January 13, 2026

SUBJECT: RESOLUTION – NASSAU COUNTY DEPARTMENT OF INFORMATION TECHNOLOGY

THIS RESOLUTION IS RECOMMENDED BY THE COMMISSIONER OF SHARED SERVICES TO AUTHORIZE AN AWARD AND TO EXECUTE A BLANKET PURCHASE ORDER IN THE AMOUNT OF ONE MILLION ONE HUNDRED THOUSAND DOLLARS ($ 1,100,000.00) ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF INFORMATION TECHNOLOGY TO SOURCEPASS CONTEMPORARY LLC. FOR COMPREHENSIVE COMPUTER REPAIR AND PREVENTIVE MAINTENANCE.

THE ABOVE DESCRIBED RESOLUTION AND SUPPORTING DOCUMENTATION ATTACHED HERETO IS FORWARDED FOR YOUR REVIEW, APPROVAL, AND SUBSEQUENT TRANSMITTAL TO THE RULES COMMITTEE FOR INCLUSION IN ITS AGENDA.

Melissa Gallucci

MELISSA GALLUCCI
COMMISSIONER OF SHARED SERVICES

MS: br
ENCL: (1) STAFF SUMMARY
(2) DISCLOSURE STATEMENT
(3) RESOLUTION
(4) BID SUMMARY
(5) BID PROPOSAL
(6) CERTIFICATE OF LIABILITY INSURANCE
(7) RECOMMENDATION OF AWARD
(8) POLITICAL CONTRIBUTION FORM

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?

Electronically signed and certified at the date and time indicated by:
Thomas Ednie [TEDNIE@SOURCEPASS.COM]

Dated: 11/21/2025 11:50:55 am

Vendor: Sourcepass Contemporary LLC

Title: President

Business History Form

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

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

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

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

Date: 03/17/2026

1) Proposer's Legal Name: Sourcepass Contemporary LLC

2) Address of Place of Business: 515 Broadhollow Rd

City: Melville State/Province/ Territory: NY Zip/Postal Code: 11747

Country: US

Address: 200 Knickerbocker Ave

City: Bohemia State/Province/ Territory: NY Zip/Postal Code: 11716

Country: US

Start Date: End Date:

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: 11-989-6548

5) Federal I.D. Number: 11-2339385

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?
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 parent company is Sourcepass, Inc. Sourcepass, Inc. has 100% ownership of Sourcepass Contemporary 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.

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 are open to adopt a procedure to notify the County of Sourcepass Contemporary LLC employee changes directly related/assigned to the management of our relationship.

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;

10/19/2022

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.

Chuck Canton
515 Broadhollow Rd
Melville, NY 11747

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

Sourcepass Contemporary LLC does not have any other company officers to disclose and are related to this service relationship with the County.

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

0

vi) Annual revenue of firm;

85015947

vii) Summary of relevant accomplishments

Sourcepass Contemporary, LLC. fka Contemporary Computer Services, Inc. has been a contractor and providing IT Services to the County for over 10 years.

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

B. Indicate number of years in business.

3

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

Sourcepass Contemporary, LLC. fka Contemporary Computer Services, Inc. has been a contractor and providing IT Services to the County for over 10 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	Town of Brookhaven		
Contact Person	W Scott Bradley		
Address	1 Independence Hill		
City	Farminville	State/Province/Territory	NY
Country	US		
Telephone	(631) 451-6607		
Fax #			
E-Mail Address	sbradley@brookhavenny.gov		

Company	Town of Southampton		
Contact Person	John Capone		
Address	116 Hampton Road		
City	Southampton	State/Province/Territory	NY
Country	US		
Telephone	(631) 702-1986		
Fax #			
E-Mail Address	jcapone@southamptontownny.gov		

Company	Sachem School District		
Contact Person	Jack Renda		
Address	51 School Street		
City	Lake Ronkonkoma	State/Province/Territory	NY
Country	US		
Telephone	(631) 471-1725		
Fax #			
E-Mail Address	jrenda@sachem.edu		

I, Thomas Ednie , 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 Ednie , 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: Sourcepass Contemporary LLC

Electronically signed and certified at the date and time indicated by:
Thomas Ednie TEDNIE@SOURCEPASS.COM

President
Title

03/17/2026
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 Ednie
   Date of birth: 11/30/1970
   Home address: 13 Birchwood Court
   City: Bohemia State/Province/ Territory: NY Zip/Postal Code: 11716
   Country: US

   Business Address: 515 Broadhollow Rd
   City: Melville State/Province/ Territory: NY Zip/Postal Code: 11747
   Country US
   Telephone: 631-218-5233

   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	11/10/2022	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 notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

I was President of Contemporary Computer Services Inc. (CCSI) before the merger with Sourcepass.

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.

Nassau County awarded CCSI the Computer Maintenance contract in 2022.

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, Thomas Ednie , 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 Ednie , 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.

Sourcepass Contemporary, LLC
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Thomas Ednie TEDNIE@SOURCEPASS.COM

President
Title

03/06/2026 11:22:42 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: Chuck Canton
   Date of birth: 09/25/1985
   Home address: 25 Hilltop Pl
   City: Rye State/Province/ Territory: NY Zip/Postal Code: 10580
   Country: US

   Business Address: 515 Broadhollow Rd, Suite 1400
   City: Melville State/Province/ Territory: NY Zip/Postal Code: 11747
   Country US
   Telephone: 6313390824

   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	12/15/2020	Shareholder	
Chief Exec. Officer	12/15/2020	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.
   100% Ownership of the company

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.

Sourcepass Community Impact Foundation - This is a 501C3 that supports philanthropic initiatives in the markets we serve.

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.

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

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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, Chuck Canton , 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, Chuck Canton , 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.

Sourcepass Contemporary LLC

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Chuck Canton CHUCK@SOURCEPASS.COM

President

Title

01/15/2026 02:43:57 pm

Date

COUNTY OF NASSAU

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

1. Name of the Entity: Sourcepass Contemporary, LLC.

Address: 515 Broadhollow Rd

City: Melville State/Province/Territory: NY Zip/Postal Code: 11747

Country: US

2. Entity's Vendor Identification Number: 11-2339385

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 Tom
Last Name Ednie
MI Suffix
Address 200 Knickerbocker Ave
City Bohemia State/Province/ Territory: NY Zip/Postal Code: 11716
Country US
Position President

First Name Charles
Last Name Canton
MI Suffix
Address 515 Broadhollow Rd
City Melville State/Province/ Territory: NY Zip/Postal Code: 11747
Country US
Position Chief Exec. Officer

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.

The CEO of our parent company, Sourcepass, Inc. has 100% ownership of Sourcepass Contemporary, LLC.

First Name	Charles				
Last Name	Canton				
MI		Suffix			
Address	515 Broadhollow Rd				
City	Melville	State/Province/ Territory:	NY	Zip/Postal Code:	11747
Country	US				
Position	Chief Exec. Officer				

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.

Sourcepass Inc. holds 100% ownership of Sourcepass Contemporary, 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.

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:
Thomas Ednie [TEDNIE@SOURCEPASS.COM]

Dated: 12/02/2025 04:53:24 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.

FORMAL SEALED BID PROPOSAL

STATE OF NEW YORK

COUNTY OF NASSAU

BIDS WILL BE RECEIVED AND OPENED AT OFFICE OF PURCHASING, 1 WEST STREET, NORTH ENTRANCE, MINEOLA, NEW YORK 11501
OFFICE HOURS 9 AM – NOON & 1 PM – 4:45 PM

BID NUMBER
93921-11255-274

Dated: Ad. 10/30/2025

BID OPENING DATE
November 25, 2025
11:00 A.M. E.S.T.

BUYER	TELEPHONE	REQUISITION NUMBER
Timothy Funaro	516-571-7720	N/A

OFFICE OF PURCHASING
DEC 9 2025
OPENED 11AM

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

BID TITLE: **Comprehensive Computer Repair and Preventive Maintenance**

- ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED

THE UNDERSIGNED BIDDER AFFIRMS AND DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE ADVERTISED INVITATION FOR BIDS, THE BID TERMS AND CONDITIONS, AND DETAILED SPECIFICATIONS, AND CERTIFIES THAT THIS BID IS SIGNED WITH FULL KNOWLEDGE AND ACCEPTANCE OF ALL THE PROVISIONS THEREOF AND OFFERS AND AGREES, IF THIS BID IS ACCEPTED WITHIN NINETY (90) DAYS FROM THE BID OPENING DATE TO FURNISH ANY OR ALL THE ITEMS UPON WHICH PRICES ARE HEREINAFTER QUOTED IN THE QUANTITY AND AT THE PRICES BID.

CASH DISCOUNT OF 0% PERCENT WILL BE ALLOWED FOR PROMPT PAYMENT WITHIN 20 BUSINESS DAYS.

THE BIDDER CERTIFIES THAT: (A) THE BID HAS BEEN ARRIVED AT BY THE BIDDER INDEPENDENTLY AND HAS BEEN SUBMITTED WITHOUT COLLUSION WITH ANY OTHER VENDOR OF MATERIALS, SUPPLIES OR EQUIPMENT OF THE TYPE DESCRIBED IN INVITATION FOR BIDS, AND (B) THE CONTENTS OF THE BID HAVE NOT BEEN COMMUNICATED BY THE BIDDER, NOR, TO ITS BEST KNOWLEDGE AND BELIEF, BY ANY OF ITS EMPLOYEES OR AGENTS, TO ANY PERSON NOT AN EMPLOYEE OR AGENT OF BIDDER OR ITS SURETY ON ANY BOND FURNISHED HEREWITH PRIOR TO OFFICIAL OPENING OF THE BID.

DELIVERY MADE TO:	GUARANTEED DELIVERY DATE
Various Nassau County agencies	1 DAYS AFTER RECEIPT OF ORDER
	EMPLOYERS FEDERAL TAX ID NUMBER 11-2339385

TOLL FREE TELEPHONE NUMBER:
BIDS MUST BE SIGNED BY PROPRIETOR, PARTNER OR OFFICER AUTHORIZED TO SIGN FOR CORPORATION

NAME OF BIDDER Sourcepass Contemporary, LLC.

ADDRESS 515 Broadhollow Road

CITY Melville STATE NY ZIP CODE 11747 TELEPHONE 631-218-5233

Thomas Ednie

SIGNATURE OF AUTHORIZED INDIVIDUAL

Thomas Ednie, President, Sourcepass Contemporary, LLC
PRINT OR TYPE NAME OF SIGNER AND TITLE

IN EXECUTING THIS BID, THE BIDDER WARRANTS THAT THE PRICES SUBMITTED HEREIN ARE NOT HIGHER THAN THOSE OFFERED TO ANY GOVERNMENTAL OR COMMERCIAL CONSUMER FOR LIKE DELIVERIES. THE PRICES HEREIN SHOULD NOT INCLUDE ANY FEDERAL EXCISE TAXES OR SALES TAXES IMPOSE BY ANY STATE OR MUNICIPAL GOVERNMENT. SUCH TAXES, IF INCLUDED, MUST BE DEDUCTED BY THE BIDDER WHEN SUBMITTING BID. BIDDERS ARE REQUESTED TO ALSO READ THE TERMS AND CONDITIONS.

BID TERMS AND CONDITIONS

1. Bids on equipment must be on standard new equipment, latest model, except as otherwise specifically stated in proposal or detailed specification. Where any part of nominal appurtenances of equipment is not described, it shall be understood that all equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.
2. Bids on materials and supplies must be for new items except as otherwise specifically stated in bid or detailed specifications.
3. Bidder declares that the bid is made without any connection with any other Bidder, submitting a bid for the same items, and is in all respects fair and without collusion or fraud.
4. PRICES The provisions of the New York State Fair Trade Law (Fed-Crawford Act) and the federal price discrimination law (Robinson-Patman Act) do not apply to purchases made by the County.
5. SURETY In the event that an award is made hereunder, The Director of Purchase reserves the right to request successful bidders to post, within one week, security for faithful performance, with the understanding that the whole or any part thereof may be used by the County of Nassau to supply any deficiency that may arise from any default on the part of the Bidder. Such security must meet all the requirements of the County Attorney and be approved by the County Attorney.

6. SAMPLES Samples, when required, must be submitted strictly in accordance with instructions; otherwise bid may not be considered. If samples are requested subsequent to bid opening they shall be delivered within five (5) days of the request for bid to have consideration. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating if the Bidder desires their return, also specifying the address to which they are to be returned, provided they have not been used or made useless by tests. Award samples may be held for comparison with deliveries. Samples will be returned at the Bidders risk and expense.

7. Award The Director, Office of Purchasing reserves the right before making award to make investigations as to whether or not the items, qualifications or facilities offered by the Bidder meet the requirements set forth herein and are sample and sufficient to *insure the proper performance in the event of award. The Bidder must be prepared, if* requested by the Director, to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery and capacity of the manufacturer for the production and distribution of the material on which he is bidding. Upon request of the Director, successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bids are not complied with or that articles or equipment proposed to be furnished do not meet the requirements called for, or that the qualification, financial standing or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the Director to make any examinations before award; and it is further understood that, if such examination is made, it in no way relieves the Bidder from fulfilling all requirements and conditions of the bid.

8. Awards will be made to the lowest responsible Bidder. Cash discounts will not be a factor in determining awards, except in tie bids. Consideration will be given to the reliability of the Bidder, the quantities of the materials, equipment or supplies to be furnished, their conformity with the specifications, the purpose for which required and the terms of delivery.

9. The Director reserves the right to reject and all bids in whole or in part and to waive technical defects, irregularities and omissions if in his judgment the best interests of the County will be served.

10. Unless otherwise indicated herein, the Director reserves the right to make award by items, by classes, by group of items, or as a whole.

11. DELIVERIES Upon failure of the Vendor to deliver within the time specified, or within reasonable time as interpreted by the Director, or failure to make replacement of rejected articles, when so requested immediately or as directed by the Director, the Director may purchase from other sources to take the place of the item rejected or not delivered. *The Director reserves the right to authorize immediate purchase from* other sources against rejections on any order when necessary. On all such purchases the Vendor agrees to promptly reimburse the County for excess cost occasioned by such purchases. Should the cost be less, the Vendor shall have no claim to the difference. Such purchases will be deducted from order quantity.

12. An order may be canceled at the Vendors expense upon nonperformance. Failure of the Vendor to furnish additional surety within ten (10) days from date of requested shall be sufficient cause for the cancellation of the order.

13. When in the determination of the Director, the articles or equipment delivered fail to meet County specifications or, if in the determination of the Director, the Vendor consistently fails to deliver as ordered, the Director reserves the right, to cancel the order and purchase the balance from other sources at Vendor expense.

14. Delivery must be made as ordered and in accordance with the bid. If delivery instructions do not appear on order. It will be interpreted to mean prompt delivery. The decision of the Director as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the Vendor.

15. *The County Agencies will not schedule any deliveries for Saturdays, Sundays or* Legal Holiday, except commodities required for daily consumption or where the delivery is an emergency, a replacement, or is overdue, in which event the convenience of the Agency will govern.

16. Supplies shall be securely and properly packed for shipment, according to accepted commercial practice, without extra charge for packing cases, reels, bailing or sacks, the containers to remain the property of the agency unless definitely stated otherwise in the bid.

17. The Vendor shall be responsible for delivery of supplies in good condition at point of destination. The Vendor shall file all claims with carrier for breakage, imperfections and other losses, which will be deducted from invoices. The receiving Agency will note for the benefit of Vendor when packages are not received in good conditions.

18. All supplies which are customarily labeled or identified must have securely affixed thereto the original un-mutilated label or marking of the manufacturer.

19. Billings for deliveries must be rendered on County claim forms.

20. Furniture, machines, and other equipment must be delivered, installed and set in place as directed, ready for use unless otherwise specified.

21. Deliveries are subject to reweighing at destination by the County and payment will be made on the basis of materials delivered. Normal shrinkage will be allowed in such instances where shrinkage is possible. Short weight shall be sufficient cause for cancellation of order at Vendors expense.

22. *GUARANTEES BY BIDDER Bidder hereby guarantees: (a) To save the County, its* agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance hereof of which the Bidder is not the Patentee, assignee or licensee, and to defend any action brought against the County in the name of the County and under the direction of the County Attorney at the sole cost of the Bidder or in the sole option of the Director to pay the cost of such defense to the County. (b) His products against defective material or workmanship and to repair any damages or marring occasioned in transit.

(c) To furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workmen are responsible, to the building or equipment, to this own work or the work of other Vendors, or in the opinion of the Director to pay for the same by deductions in payments due under this contract.

(d) To pay for all permits, licenses and fees and give all notices and comply with all laws ordinances, rules and regulations of the city, village or town in which the installation his to be made, and of the County of Nassau and the State of New York.

(e) To carry proper insurance in the opinion of the Director, and approved by the County Attorney to protect the County from loss in case of accident, fire and theft.

(f) That he will keep himself fully informed, of all municipal ordinances and regulations, state and national laws in any manner affecting the work or goods herein specified, and any extra work contracted for by him, and shall at all times observe and comply with said ordinances, laws and regulations, including all provisions of the Workmen Compensation and Labor Laws, and shall indemnify and save harmless the County of Nassau and the Nassau County Legislature from loss and liability upon any and all Claims on account of any physical injury to persons, including death, or damage to property and from all cost and expenses in suits which may be brought against the same on account of such injuries irrespective of the actual cost of the same and irrespective of whether the same shall have been due to the negligence of the Bidder or his agents.

(g) That the items furnished shall conform to all the provisions of the bid and this warranty shall survive acceptance, or use of any material so furnished.

(h) That all deliveries will not be inferior to the accepted bid sample.

23. LABOR LAWS and ANTIDISCRIMINATION. Upon the vendor acceptance hereof, the vendor agrees to comply with Article IX, Section 2 C of the Constitution of the State of New York, Section 220 220a, 220b, 220d, 220e and 230 of the Labor Law, Section 5 and 12 of the Lien Law, Article 2 of the Uniform Commercial Code, Sections 108 and 109 as well as Article 18 of the General Municipal Law, Section 2218 of the County Government Law of Nassau County, Section 224.2 of the Nassau County Administrative Code, the provisions of the anti-Discrimination Order of Nassau County, and the vendor shall keep himself fully informed of all additional municipal ordinances and regulations, State and National Laws in any manner affecting this order and the goods or services delivered or rendered or to be delivered or rendered there under, and shall at all times observe and comply with said ordinances, laws and regulations at his sole cost and expense.

24. ASSIGNMENT. The contractor is hereby prohibited from assigned, transferring, conveying, subletting or otherwise disposing of this contract or his right, title, or *interest therein, or his power to execute such contract, to any other person or* corporation without the previous consent in writing of the officer, board or agency awarding the contract.

25. The County of Nassau will not be responsible nor liable for any shipment or delivery of any materials, supplies, or equipment without it's express written instructions or valid Purchase Order.

26. No agreements, changes, modifications or alterations shall be deemed effective nor shall the same be binding upon the County unless in writing and signed by the Director, Office of Purchasing or his duly designated representative.

Director, Office of Purchasing

DISCLOSURE STATEMENT

THE NASSAU COUNTY LEGISLATURE REQUIRES THE FOLLOWING INFORMATION PRIOR TO CONSIDERATION FOR AN AWARD.

Bidders Name: Sourcepass Contemporary, LLC.

Address: 515 Broadhollow Road, Melville, NY 11747

Telephone No: 631-218-5233 Fax No: 631-368-1164

1. State Whether: A Corporation X

Individual _____

Partnership _____

GUIDELINES FOR DISCLOSURE

THE NASSAU COUNTY LEGISLATURE REQUIRES THE NAMES AND HOME* ADDRESSES OF ALL PRINCIPALS. DISCLOSURE MUST BE PROVIDED AS INDICATED BY TYPE OF OWNERSHIP. (PLEASE LIST ALL REQUIRED INFORMATION ON A SEPARATE SHEET AND ATTACH TO BID.)

1) Sole Proprietorship/Individual. The Name and Home Address of the Sole Proprietorship/Individual.

2) Closely Held Corporation. The Name and Home Addresses of all Shareholders, Officers and Directors.

3) Publicly Traded Corporation. Only the page(s) of the SEC FORM 10-K setting forth the name of all officers and directors.

4) Not for Profit Corporation. The Names and Home Addresses of all members, Officer and Directors.

5) Partnership. The Names and Home Address of all General and Limited Partners.

6) Limited Liability Company. The Names and Home Addresses of all Members.

7) Limited Liability Partnership. The Name and Home Addresses of all Members.

8) Joint Venture. The Names and Home Addresses of all Joint Ventures.

NOTE: IF ANY ENTITY IS TIERED, YOU MUST ALSO LIST ALL INDIVIDUAL PRINCIPALS OF THE TIERED ENTITY.
*IN THE CASE OF PUBLICLY TRADED CORPORATIONS THE SEC FORM 10K SUFFICES AND HOME ADDRESSES ARE NOT NECESSARY.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ President, Sourcepass Contemporary, LLC.
BIDDER **TITLE**

QUALIFICATION STATEMENT

BIDDER'S NAME: Sourcepass Contemporary, LLC.

ADDRESS: 515 Broadhollow Road Melville, NY 11747

1. STATE WHETHER: CORPORATION X INDIVIDUAL _____ PARTNERSHIP _____

2. IF A CORPORATION OR PARTNERSHIP LIST NAME(S) AND ADDRESS(S) OF OFFICER(S) OR MEMBER(S)

Charles Canton, CEO Sourcepass Inc.

515 Broadhollow Road Melville, NY 11747

Thomas Ednie, President Sourcepass Contemporary, LLC.

515 Broadhollow Road Melville, NY 11747

3. HAVE YOU FILED A QUALIFICATION STATEMENT WITH THE COUNTY OF NASSAU? No
IF SO WHEN?

4. HOW MANY YEARS HAS YOUR ORGANIZATION BEEN IN BUSINESS UNDER YOUR PRESENT NAME? 3

5. HAVE YOU, OR YOUR FIRM, EVER FAILED TO COMPLETE ANY WORK AWARDED TO YOU? No IF SO, WHERE AND WHY?

6. IN WHAT OTHER LINES OF BUSINESS ARE YOU OR YOUR FIRM INTERESTED? Infrastructure Support

7. WHAT IS THE EXPERIENCE OF THE PRINCIPAL INDIVIDUALS OF YOUR ORGANIZATION RELATING TO THE SUBJECT OF THIS BID?

INDIVIDUALS NAME	*PRESENT POSITION*	*YEARS OF EXPERIENCE*	*MAGNITUDE AND TYPE OF WORK*	*IN WHAT CAPACITY*
Chris Pennino	Senior Engineer	20+	Install & Repair of Equipment	Technical Support
Mike Cusano	Senior Engineer	15+	Install & Repair of Equipment	Technical Support

8. IN WHAT MANNER HAVE YOU INSPECTED THIS PROPOSED WORK? EXPLAIN IN DETAIL

As the current vendor of this contract, Sourcepass Contemporary, LLC is completely knowledgeable of device locations and other aspects of the work needed to be done for this contract.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ President, Sourcepass Contemporary, LLC
BIDDER ***TITLE***

9. THE CONTRACT, IF AWARDED TO YOU OR YOUR FIRM, WILL HAVE THE PERSONAL SUPERVISION OF WHOM? GIVE NAME AND PRESENT POSITION

Thomas Ednie, President, Sourcepass Contemporary, LLC

10. BIDDERS ARE REQUIRED TO COMPLETE THIS FORM PROVIDING THREE (3) REFERENCES OF PAST PERFORMANCE. REFERENCES SHOULD INVOLVE PROJECTS AND/OR SERVICE SITUATIONS OF SIMILAR SIZE AND SCOPE TO THIS BID. REFERENCES MUST HAVE HAD DEALING WITH THE BIDDER WITHIN THE LAST THIRTY-SIX (36) MONTHS. THE COUNTY RESERVES THE RIGHT TO CONTACT ANY OR ALL OF THE REFERENCES SUPPLIED FOR AN EVALUATION OF PAST PERFORMANCE IN ORDER TO ESTABLISH THE RESPONSIBILITY OF THE BIDDER BEFORE THE ACTUAL AWARD OF THE BID AND/OR CONTRACT. COMPLETION OF THE REFERENCE FORM IS REQUIRED.

NASSAU COUNTY (AND ANY OF ITS AGENCIES) MAY BE LISTED AS AN ADDITIONAL REFERENCE, BUT MAY NOT BE SUBSTITUTED FOR ANY OF THE THREE REQUIRED REFERENCES.

1. REFERENCE'S NAME: Town of Brookhaven

ADDRESS: 1 Independence Hill Farmingville, NY 11738

TELEPHONE: 631-451-6607 CONTACT PERSON W Scott Bradley

CONTRACT DATE: December 31, 2014 - current

2. REFERENCE'S NAME: Town of Southampton

ADDRESS: 116 Hampton Road Southampton, NY 11968

TELEPHONE: 631-702-1986 CONTACT PERSON John Capone

CONTRACT DATE: May 1, 2013 - Current

3. REFERENCE'S NAME: Sachem School District

ADDRESS: 51 School Street Lake Ronkonkoma, NY 11779

TELEPHONE: 631-471-1300 CONTACT PERSON Jack Renda

CONTRACT DATE: June 30, 2015 - current

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ President, Sourcepass Contemporary, LLC.
BIDDER **TITLE**

USE SEPARATE PAGE IF ADDITIONAL SPACE IS NEEDED.

I certify that all the statements contained in this document are true, complete and correct to the best of my knowledge and belief and are made in good faith, including data contained in the Organization's Relevant Experience. A false certification or failure to disclose information shall be grounds for disqualification or termination of any award.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ President, Sourcepass Contemporary, LLC.
BIDDER **TITLE**

IRAN DIVESTMENT ACT COMPLIANCE CERTIFICATION

Pursuant to General Municipal Law Section 103-g, which generally prohibits the County from entering into contracts with persons engaged in investment activities in the energy sector of Iran, the Bidder submits the following certification:

PLEASE CHECK ONE:

☑ By submission of this Bid, I certify, and in the case of a joint Bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of my knowledge and belief, that the Bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.

OR

☐ I am unable to certify that the Bidder does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. I have attached a *signed statement setting forth in detail why I cannot so certify.*

Dated: 12/5/25

Thomas Ednie
(Signature of Bidder)

Print Name: Thomas Ednie

Print Title: President

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 M/WBEs") 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 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 therefore 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 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 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.

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.

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.

INDEMNIFICATION: Good

Contractor agrees to indemnify and hold harmless County and its agents, officers and employees, from and against any and all losses, costs, expenses (including attorneys' fees and disbursements), damages and liabilities, arising out of or in connection with any acts or omissions of Contractor, its officers, agents or employees, provided, however, that Contractor shall not be responsible for that portion, if any, of a loss that is caused by the negligence of the County; and provided, further, that Contractor shall not be liable for consequential, indirect or special damages. Contractor shall, at County's demand and at County's direction, defend at its own risk and expense any and all suits, actions or legal proceedings which may be brought against County, its agents, officers or employees in connection with a loss for which Contractor is responsible under this paragraph.

DEFINITIONS:

- The term "County" as used herein, shall be deemed as reference to the County of Nassau, State of New York.
- The term "Contractor" as used herein, shall be deemed as reference to the successful bidder, vendor, proprietor, partnership, or corporation receiving an award to perform any or all of the services specified herein in accordance with the terms of this agreement.
- The term "agency" as used herein, shall be deemed as the department, division, bureau, office, agency or other Nassau County establishment authorized to receive the service specified herein.
- The term "Director" as used herein, shall be deemed as reference to the Director of the Office of Purchasing.
- The term "Blanket Order" as used herein, shall be deemed as the multiple use pricing agreement as a result of this bid.
- The term "Purchase Order" as used herein, shall be deemed as the single use pricing agreement as a result of this bid.
- The term "complete" as written in this bid must include all equipment, delivery and installation of same in its entirety, as listed in the contract documents, and is to include all supervision, labor, materials, plant equipment, transportation, testing, (if required) incidentals, and other facilities as necessary and/or required to execute all the work as herein specified, or as incidentally required to provide a complete operating installation.

NOTE: INSERT FEDERAL IDENTIFICATION NUMBER IN SPACE PROVIDED ON PAGE 1.

M/WBE, SDVOB and DBE Participation: The County encourages the participation of certified Service-Disabled Veteran-Owned Businesses ("SDVOB"), Minority or Women-Owned Business Enterprises ("M/WBE"), and Disadvantaged Business Enterprises ("DBE") in the bidding process. A Contractor that is certified by New York State or the County as a SDVOB, M/WBE, and/or DBE should include this information in their bid. For more information regarding the County's SDVOB, M/WBE, or DBE programs, please visit the Nassau County Office of Minority Affairs website

IMPORTANT

PRICE MUST BE INSERTED WITH TYPEWRITER OR INK. BIDS MUST BE SIGNED IN INK. TO ASSURE OFFER REACHING IN TIME, **YOU ARE URGED TO MAIL YOUR FORMAL SEALED BID EARLY**. **THIS FORMAL SEALED BID MUST REACH OUR OFFICE BY 11:00 A.M**. LATE FORMAL SEALED BIDS WILL NOT BE ACCEPTED.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ **President, Sourcepass Contemporary, LLC**

BIDDER **TITLE**

REQUIRED VENDOR DISCLOSURE FORMS

Prior to the bid opening, the following disclosure forms (the "Disclosure Forms") must be submitted in the Nassau County Vendor Portal at

https://apex5.nassaucountyny.gov/ords/f?p=312:LOGIN_DESKTOP:3445712403627:

a. A *duly completed and verified Business History Form, together with a current certified or verified* financial statement and/or other commercially reliable written evidence of the bidder's credit, financial standing and capacity to perform in accordance with the terms of the Contract.

b. All officers, and any individuals who hold a ten percent (10%) or greater ownership interest in the bidder, shall complete and verify the Principal Questionnaire.

c. The County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form

d. Additionally, if the bidder utilizes the services of any individual or organization for the purposes of conducting lobbying activities and is awarded the contract, the successful proposer will be required to provide a copy of the Lobbyist Registration and Disclosure Form, completed and verified by that individual/organization.

PLEASE NOTE:

- If a bidder has previously submitted the Disclosure Forms in the Nassau County Vendor Portal, the bidder must ensure that the forms on file in the Portal are current, accurate, and have been recertified within three (3) months prior to the bid opening date. The bidder must also ensure that their response to question 7, and its subparts, on the Consultant's, Contractor's, and Vendor's Disclosure Form is provided in relation to the specific solicitation under consideration.
- As an alternative to submitting the Disclosure Forms in the Nassau County Vendor Portal, a bidder may submit a hard copy of the Disclosure Forms with their bid. A bidder may obtain a hard copy of the Disclosure Forms by contacting the Buyer.

REQUESTS FOR INFORMATION OR CLARIFICATION

Before bidding, bidders must examine all of the Contract documents, including the specifications, any drawings, and all instructions. If the bidder finds any inconsistency, ambiguity, omission or error in the specifications, drawings, instructions or any other Contract document, or if the bidder is in doubt as to the meaning of any term or condition of the Contract, the bidder must promptly so notify the **Office of Purchasing** in writing prior to the bid opening. The failure of the bidder to notify the ***Office of Purchasing***, *prior to the bid opening of any inconsistency, ambiguity, omission or error* that the bidder actually found, or that should have been discovered by a reasonably prudent bidder, will preclude and negate acceptance of the bidder's claim.

If the **Office of Purchasing** receives a notification from a bidder of a differing site condition or an inconsistency, ambiguity, omission or error in the Contract documents, the **Office of Purchasing** will, as it deems necessary or desirable, issue a written interpretation or correction to the Contract documents as an *amendment to the Contract documents. Any such amendment will be made available electronically to each* person that received a copy of the Contract documents as reflected in the records of the **Office of Purchasing** , and any such amendment will also be available at the place where the Contract documents are available for inspection by prospective bidders.

Upon such mailing or delivery, such amendment shall become part of the Contract documents and shall be binding on all bidders, whether or not they have had actual notice of such addendum.

Please note that all bidder requests for information or clarification must be received by the Authority at least 72 hours prior to the bid opening. Any bidder requests for information or issues with the contract documents presented after that time may not be addressed by the Office of Purchasing.

Ordinance # 153-2018

Pursuant to Ordinance # 153-2018, a bidder that is awarded a contract under this bid is required to pay the County an administrative service charge in accordance with the following schedule:

Value of Contract	Administrative Fee
$0-$10,000	$0
Over $10,000-$50,000	$160
Over $50,000-$100,000	$266
Over $100,000	$533

After an award, the successful bidder(s) will be notified by the Director of Shared Services, or their designee, when payment of the administrative charge is due. Please note, if you are a religious, charitable, nonprofit, or not-for-profit organization, please include this information in your bid for consideration by the Director of the Shared Services to waive the fee.

Ordinance # 72-2014

The bidder declares that they are a registered vendor with the County. All registered vendors must pay a Two Hundred Seventy-Five Dollar ($275.00) per contract fee to register Blanket contracts on the County's *procurement website, as required under Ordinance # 72-2014.*

INTENT

SCOPE: It is the INTENT of the County of Nassau to properly describe by these specifications, terms and conditions an adequate method of providing **Comprehensive Computer Repair and Preventive Maintenance Service** for the agency or agencies named herein in order that they may enjoy uninterrupted service in consideration for payment of the price bid.

PURPOSE: *The purpose of this bid is to establish a price structure on which items and/or services listed herein will be* made under Blanket orders.

PERIOD COVERED: Shall be for one (1) year from the effective date. The County of Nassau reserves the right to extend the Blanket Order up to an additional four (4) year(s), at up to one (1) year options. However, the termination of the Blanket Order may be further extended up to two (2) months beyond the stated termination date. The maximum period of any Blanket Order as a result of this bid with renewal options applied shall be five (5) year(s), and if the *further extension is applied, five (5) years and two (2) months.*

ALL EXTENSIONS ARE SUBJECT UPON THE MUTUAL CONSENT OF BOTH PARTIES.

FIRM PRICES Price shall remain firm for the first year of the Blanket Purchase Order and no upward escalation will be permitted. Thereafter, increases in labor and/or material(s) costs may be considered provided they are based on certified labor contracts, uncontrollable materials costs which can be verified in national publications or other increases *auditable by the County of Nassau. The burden of proof for such increases shall be upon the Contractor and shall be* formally directed to the Director of Purchasing. The decision as to whether or not such increases will be granted shall be made by the Director of Purchasing and shall be final. In the event an increase in not granted when requested, the Contractor may elect to continue at the bid prices or given written notice of termination, upon receipt of which the Blanket Purchase Order will be re-bid.

AWARD: Award, if any, will be made to the lowest responsible bidder, who in the opinion of the Director of Purchasing, *meets the specifications and qualifications stated herein. The Director of Purchasing reserves the right to make an* award be items, groups, or classes of items or as a whole. Awards will be made in accordance with the terms and conditions attached hereto and made part hereof.

DELIVERY: Bidders are required to state guaranteed delivery date in terms of days after receipt of order in the space provided below and on page one. Bidders are cautioned to post realistic delivery dates. Guaranteed delivery dates will be strictly enforced. Must be made within 15 days A/R/O unless stated otherwise below:

Delivery to be made _____ **Days A/R/O.**

Delivery shall be made **ONLY** upon receipt of a Purchase Order, or in the case of a Blanket Order, upon receipt of a Direct Purchase Order(s) from a using agency authorized to use the Blanket Order which will be issued to the successful bidder. Purchase Order and Direct Purchase Order shall indicate the destination address. Inside delivery is required on all deliveries.
Bidders agree that all orders shall be effective and binding upon the contractor when PLACED IN THE MAIL addressed to the Contractor at the address shown on the Blanket Order/Purchase Order PRIOR TO MIDNIGHT OF THE FINAL DAY OF CONTRACT.

INSPECTION: Bidders should be aware of Inspection and Delivery requirements as stipulated.

BILLING: Shall be made on County claim forms or Certified Invoices to the individual using County Agency upon completion of deliveries made against applicable Purchase Order(s) or Direct Purchase Order(s).

NO PARTIAL PAYMENTS WILL BE PAID.

**********VENDOR CLAIM CERTIFICATION**********

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ **President, Sourcepass Contemporary, LLC**

BIDDER **TITLE**

IF A CLAIM VOUCHER IS NOT BEING SUBMITTED, THE FOLLOWING CERTIFICATION **MUST** APPEAR ON THE INVOICE:

I HEREBY CERTIFY THAT ALL ITEMS OR SERVICES WERE DELIVERED OR RENDERED AS SET FORTH IN THIS CLAIM; THAT THE PRICES CHARGED ARE IN ACCORDANCE WITH REFERENCED PURCHASE ORDER, DIRECT PURCHASE ORDER OR CONTRACT, THAT THE CLAIM IS JUST, TRUE AND CORRECT; THAT THE BALANCE STATED HEREIN IS ACTUALLY DUE AND OWING AND HAS NOT BEEN PREVIOUSLY CLAIMED; THAT NO TAXES FROM WHICH THE COUNTY IS EXEMPT ARE INCLUDED; AND THAT ANY AMOUNTS CLAIMED FOR DISBURSEMENTS HAVE ACTUALLY AND NECESSARILY BEEN MADE.

CLAIMANT NAME _____ DATE _____

BY (SIGNATURE) _____ TITLE _____

*CLAIM VOUCHERS AND CERTIFIED INVOICES NOT PROPERLY COMPLETED WILL BE RETURNED TO YOU UNPAID**

Vendors may download claim form NIFS560 at the following URL:

http://www.nassaucountyny.gov/agencies/Comptroller/Docs/PDF/ClaimVoucherFormBlank.pdf

PAYMENT: A certified invoice, or a County claim form to which the invoice is attached, shall be submitted in arrears, directly to the using agency, supported by vouchers signed by agency personnel attesting to satisfactory completion of the required services as specified.

**********VENDOR CLAIM CERTIFICATION**********

If a claim voucher is not being submitted, the following certification MUST appear on the invoice:

I hereby certify that all items or services were delivered or rendered as set forth in this claim; that the prices charged are in accordance with referenced purchase order, delivery order or contract, that the claim is just, true and correct; that the balance stated herein is actually due and owing and has not been previously claimed; that no taxes from which the County is exempt are included; and that any amounts claimed for disbursements have actually and necessarily been made.

Thomas Ednie — **Claimant Name**

12/5/25 — **Date**

Thomas Ednie — **By Signature**

President — **Title**

CLAIM VOUCHERS AND CERTIFIED INVOICES NOT PROPERLY COMPLETED WILL BE RETURNED TO YOU UNPAID.

Vendors may download claim form NIFS560 at the following URL:

http://www.nassaucountyny.gov/agencies/Comptroller/Docs/PDF/ClaimVoucherFormBlank.pdf

RETENTION OF BID: Vendor is required to make a copy of his completed bid document and applicable attachments. *Any purchase orders issued against this bid will refer to the bid and attachments to designate items awarded.*

METHOD OF BIDDING: Please submit unit price in the appropriate column.

PRICE DISCREPANCY: In the event of a discrepancy between the unit price and the extension price, the unit price will govern.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ **BIDDER**

President, Sourcepass Contemporary, LLC — **TITLE**

WARRANTY: *The successful bidder warrants the equipment furnished and all associated equipment against any* defects in design, workmanship and materials against failure to operate satisfactorily for one (1) year from the date of acceptance by the using department and/or agency of the equipment, other than defects or failure shown by the Contractor that have arisen solely from accident or abuse occurring after delivery to the Nassau County agency. Contractor agrees to replace any parts, which in the opinion of the user, shall fail from the above reasons.

IMPORTANT NOTES: If a company policy or trade practice requires a different warranty period, the bidder may so state without fear of disqualifications. However, the bidder is cautioned that the length of warranty may, in some cases, be a deciding factor in making an award.

Equipment furnished hereunder shall meet the standards set forth in the Occupational Safety and Health Act of 1970.

BIDDER SHALL STATE WARRANTY

PERIOD: Design and workmanship 1 year from date of acceptance. 90 days on materials from date of acceptance. (This contract device schedule of equipment is covered and replaceable at no cost of the life of the contract).

NOTE: All warranties take effect only upon written acceptance of equipment by using agency and shall run full term from that point.

BIDDER SHALL INDICATE COST AND TERM OF ANY EXTENDED WARRANTY OPTION, IF AVAILABLE:

_____

_____

_____

TAX PROVISION: Purchases made by the County of Nassau are not subject to State, Local Sales Taxes or Federal Excise Taxes. Federal Exemption #A-109538 State Exemption #EX 7213062C. The County of Nassau is not subject to any Existing "Fair Trade Agreements" and bidders should be governed accordingly.

REDUCTION IN PRICES: If an award is made, the Contractor agrees, should prices be reduced to the general trade during the requirement period, the County shall receive the benefit of such reduction immediately upon effect. It shall be incumbent upon the Contractor to notify the Purchasing Department of such price reductions.

PRICE PROTECTION: Bidders are required to state period of price protection (in terms of days) after the bid opening.

STATE PRICE PROTECTION PERIOD: 90 Days **DAYS AFTER BID OPENING**

EXTENSION OF PRICE: It is anticipated that additional quantities of items specified herein may be required in the ensuing year. According, the County of Nassau requests that the prices bid be protected and be available to the County of Nassau for one (1) year from the date of the award. Economic conditions may not permit the price protection for an entire year. *Bidders are requested to state the period for which bid prices will be applicable to potential additional* orders. 365 days.

SPECIFICATIONS: Submit complete specifications and illustrations of products offered with the bid. Acceptance of a bid and designation of a manufacturer's catalog description, brand name or number in any Purchase or Blanket Order resulting there-from shall not be construed as qualification of the specifications of this bid or relief there-from, except as specifically stated in the Purchase or Blanket Order.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ **BIDDER**

President, Sourcepass Contemporary, LLC **TITLE**

PRODUCT IDENTIFICATION: *If a product(s) is identified by a BRAND NAME, a substitute of equal quality,* construction, finish, composition, size, workmanship and performance characteristics may be acceptable. In submitting a bid, each bidder warrants that the substitute product being offered is an equal. Bid sheets shall be so noted of the manufacturer's name and brand of the product offered as an equal. If as a result of an award, a delivery is made of a brand or product represented as an equal which is subsequently deemed to be unacceptable, the Contractor shall be required, at his expense, to pick up the rejected item and replace it with brand(s) listed in this bid, or an acceptable equal which will have the approval of the Director.

PROTECTION FROM CLAIM AGAINST "OR EQUAL": In the event of any claim by any unsuccessful bidder concerning or relating to the issue of "equal or better" or "or equal", the successful bidder agrees, at his own cost and expense, to defend such claims or claims and agrees to hold the County of Nassau free and harmless from any and all claims for loss or damage arising out of this transaction for any reason whatsoever.

EQUIVALENT BIDS: Bidders may offer a product of the same capability, but of different manufacture and model than that specified in this bid. The use of the name of a manufacturer, brand, make or catalog designation is specifying items described herein does not restrict or preclude bidders from offering equivalent or better product bids. Such a designation is used only to indicate the character, quality and minimum performance desired. Equal or better product bids are permissible. A bidder submitting an equal or better product shall, at his own cost and expense be responsible for submitting proof and/or a demonstration of equivalence, compatibility and performance. However, acceptance of an equivalent product shall be strictly at the discretion of the Director. Any omission of the term "or equal" in any specific bid item listing should be disregarded by the bidder. All bidders shall have an absolute right to submit "equivalent" bids notwithstanding any other provision of the bid specifications.

COMPREHENSIVE AND GENERAL LIABILITY AND HOLD HARMLESS: The Contractor agrees to indemnify and hold harmless the County of Nassau, its agents, officers and employees against any and all claims, causes of action, costs, and liabilities, in law or in equity, of every kind and nature whatsoever, directly or proximately resulting from any act of omission or commission of Contractor, its officers, agents, or employees. Contractor shall, at Nassau County's demand, defend at its own risk and expense any and all suits, actions or legal proceedings which may be brought or instituted against Nassau County, its agents, officers, or employees on any such claim, demand or cause of action, and Contractor shall pay and satisfy any judgment or decree which may be rendered against Nassau County, its agents, officers, or employees in any such suit, action or legal proceeding.

The Contractor shall obtain from an insurance company authorized to do business in the State of New York, and keep in force during the term of any agreement, a policy of Comprehensive and General Liability Insurance naming the Contractor as an insured, and naming the County of Nassau as an additional insured, including, but not limited, to the torts and negligence of Contractor's personnel, with a combined single minimum limit of three million dollars ($3,000,000.00) for bodily injury and property damage for any one occurrence at the Contractor's sole cost and expense. Evidence of insurance may be required prior to Notice of Award or issuance of a Purchase Order.

The Contractor shall comply with all provisions of the Workers' Compensation Law and shall furnish a certificate showing evidence of current coverage.
Bidder shall list below the Insurance Company(s) holding the following documents:
A) Certificate of Insurance name the County of Nassau as co-insured: Charter Oak Fire Insurance Company
Or
B) Certificate of Insurance with indemnification agreement (hold harmless clause): _____

INSURANCE AND WORKERS COMPENSATION: The successful bidder agrees to obtain from an insurance company, authorized to do business in the State of New York, and keep in force during the term of any agreement, a policy of Comprehensive and General Liability Insurance naming the Contractor as an insured, and naming the County of Nassau as an additional insured, including but not limited to the torts and negligence of Contractor's personnel, with a combined minimum single limit of three million dollars ($3,000,000.00) for bodily injury and property damage for any one occurrence at the Contractor's sole cost and expense. Evidence of insurance may be required prior to Notice of Award or issuance of a Purchase Order. OR

The Contractor shall comply with all provisions of the Workers' Compensation Law and shall furnish a certificate showing evidence of current coverage.

PRODUCT LIABILITY INSURANCE: The successful bidder agrees to obtain from an insurance company authorized to do business in the State of New York, and keep in force during the term of an agreement, a policy of Product Liability Insurance, including foreign objects, with a combined minimum single limit of one million dollars ($1,000,000.00) for each occurrence, at the Contractor's sole cost and expense, and shall furnish a certificate showing evidence of current coverage. Evidence of insurance may be required prior to Notice of Award or issuance of a Purchase Order.

ALTERNATIVE ITEM: In submitting a bid on a commodity other than as specified, bidder shall furnish complete data and identification with respect to the alternate commodity he proposes to furnish. Consideration will be given to proposals submitted on alternate commodities to the extent that such action is deemed to serve the best interests of the County. If a bidder does not indicate that the commodity he proposes to furnish is other than as specified, it will be construed to mean that the bidder proposes to furnish the exact commodity as described. Consideration of the alternate shall be at the sole discretion of the Director. MORE THAN ONE (1) BID ON EACH ITEM WILL NOT BE CONSIDERED, UNLESS OTHERWISE SPECIFIED BY THE COUNTY.

REPLACEMENT PARTS: The requirements specified herein represent, for the most part, replacement and/or repair components to existing and presently owned equipment, and must match and inter-member without modification with the equipment and systems indicated.

ADDITIONAL BIDS: The County reserves the right, for any un-contemplated additional requirements of extraordinary quantities of particular items to call for new bids, therefore, whenever in the opinion of the Director of the Office of Purchase it is in the best interests of the County of Nassau to do so.

NON-ASSIGNMENT: In accordance with Section 138 of the State Finance Law, the contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of Nassau County and any attempts to assign the contract without the County's written consent are null and void.

NON PERFORMANCE

The Contractor agrees that in the event any of the services provided for under the terms of this contract should in any way be omitted or unsatisfactorily performed by the Contractor and/or his employees, the county shall so notify the contractor verbally and follow with a written notification of the deficient services for immediate correction. In the event the Contractor does not correct the deficient services after receipt of written notification, the Nassau County Department concerned will deduct a percentage based on the work not performed or performed unsatisfactorily from the Contractor's claim for the period covered. If the Contractor continues to omit or unsatisfactorily perform the required services, the County will arrange for the work to be done by another contractor and the cost of such work shall be deducted from any monies due or that may become due to the Contractor.

DISCLAIMER

Any Blanket Purchase Order issued as a result of this bid will establish terms and conditions pursuant to which certain materials and/or services are to be supplied or performed, from time to time, for a specified period upon issuance by the County of Delivery Orders. The Blanket Purchase Order is non-exclusive and the County is not bound to purchase, and no materials are to be delivered or services performed without a Delivery Order. The County shall be under no obligation whatsoever to issue such Delivery Orders. The Blanket Purchase shall not apply in any way to items of material or service deemed by the County in its sole discretion to be extraordinary or involve any special conditions, quantities, circumstances or complexities.

EVALUATION:

The Director of the Office of Purchasing (hereinafter known as the Director) reserves the right before making award to make investigations as to whether or not the items, qualifications, services or facilities offered by the Bidder meet the requirements set forth herein and are ample and sufficient to insure the proper performance in the event of an award. The Bidder must be prepared, if requested by the Director, to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery, trained personnel and capacity for the rendition of the service on which he his bidding. Upon request of the Director of Purchasing, successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bids are not complied with or that the services or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications, financial standing or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the Director

to make any examinations before award; and it is further understood that, if such examination is made, it in no way relieves the Bidder from fulfilling all requirements and conditions of the bid.

NOTICE

READ THIS PAGE OF THE BID CAREFULLY

ALL BIDDERS MUST COMPLY WITH THIS REQUIREMENT OR YOUR BID WILL BE AUTOMATICALLY REJECTED

RIGHT TO KNOW LAW AND "OSHA"

PURSUANT TO ARTICLE 28, SECTION 876 OF THE LABOR LAW OF THE STATE OF NEW YORK, THE COUNTY OF NASSAU HAS MANDATED EMPLOYER'S RESPONSIBILITY TO PROVIDE NOTICE TO EMPLOYEES REGARDING TOXIC SUBSTANCES. TO SATISFY THIS MANDATED REQUIREMENT, WE MUST ASK FOR YOUR COOPERATION. SOME OF THE MATERIAL ON THIS BID MAY CONTAIN TOXIC SUBSTANCES. THEREFORE, YOU MUST SUBMIT, WITH YOUR BID, "**MATERIAL SAFETY DATA SHEETS**" FOR ALL MATERIALS TO BE SUPPLIED PURSUANT TO THIS BID.

FAILURE TO PROVIDE THIS INFORMATION WITH THE BID WILL RESULT IN AUTOMATIC REJECTION OF THE BID.

IF YOUR PRODUCT **DOES NOT** CONTAIN TOXIC SUBSTANCES, PLEASE SIGN THE FOLLOWING CERTIFICATION:

CERTIFICATION:

I HEREBY CERTIFY THAT I HAVE READ THE NASSAU COUNTY NOTICE, AND FURTHER CERTIFY THAT ITEMS NUMBERED All DO NOT CONTAIN ANY TOXIC SUBSTANCES.

X Thomas Edwin
Signature

President
Title

12/5/25
Date

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE Thomas Edwin
BIDDER

President, Sourcepass Contemporary, LLC
TITLE

ACCESS CLAUSE: Contractor, including its satellites, offices and/or subcontractors, if any, shall maintain full and complete books and records of accounts pertaining to this agreement, in accordance with accepted accounting practices and such other records as may be reasonably prescribed by the County of Nassau. Such books and records shall at all times be available for audit and inspection by the completion of all the services described in this agreement. Contractor further agrees that if any provision of Section 952 of the Omnibus Reconciliation Act of 1980 (PL-96-499) is found by a body of competent jurisdiction to be applicable to this contract, the Contractor agrees that it will make available upon written request by the Secretary of Health and Human Services, or the Comptroller General of the General Accounting Office, or any of their duly authorized representatives, a copy of this contract and any executed amendments thereto documents which relate to the calculation of the charges stated in the contract and copies of service reports documenting services performed. Such records will be available in accordance with the above for the period of six (6) years after the furnishing of any of the services described in this contract.

TERMINATION PREROGATIVE: The Director reserves the right to cancel the Blanket Order 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 cancelled.

VENDOR RESPONSIBILITY CRITERIA: The Director of Purchasing reserves the right before making an award to make investigations as to whether or not the qualifications, services, facilities or items offered by the bidder meet the requirements set forth herein and are ample and sufficient to ensure the proper performance in the event of an award. The bidder must be prepared, if requested by the Director of Purchasing, to present evidence of experience, ability, financial standing, as well as a statement as to plant, machinery, trained personnel and capacity for the rendition of the service on which the vendor is bidding. Upon request of the Director, the successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bid are not complied with or that the services or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications, financial standing, or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the forgoing shall mean or imply that it is obligatory upon the Director to make any examinations before an award; and it is further understood that, if such examination is made, it in no way relieves the bidder from fulfilling all requirements and conditions of the bid.

IMPORTANT NOTE: The Director reserves the right to accept or reject any and all bids, or separable portions of offers, and waive technicalities, irregularities, and omissions if the Director determines the best interests of the County of Nassau will be served. The Director, in his sole discretion, may accept or reject illegible, incomplete or vague bids and his decision shall be final. A conditional or revocable bid which clearly communicates the terms or limitations of acceptance may be considered and contract award may be made in compliance with the bidder's conditional or revocable terms in the offer. Prior to award, the Director reserves the right to seek clarifications, request bid revisions, or to request any information deemed necessary for proper evaluation of bids from all bidders deemed to be eligible for contract award. Failure to provide requested information may result in rejection of the bid.

NON-COLLUSIVE BIDDING CERTIFICATION REQUIRED BY SECTION 139-D OF THE STATE FINANCE LAW

BY SUBMISSION OF THIS BID, BIDDER AND EACH PERSON SIGNING ON BEHALF OF BIDDER CERTIFIES, AND IN THE CASE OF A JOINT BID, EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OR PERJURY, THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF:

[1] The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement for the purposes of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;

[2] Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and

[3] No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A BID SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WITH [1], [2], [3] ABOVE HAVE NOT BEEN COMPLETE WITH; PROVIDED HOWEVER, THAT IF IN ANY CASE THE BIDDER(S) CANNOT MAKE THE FOREGOING CERTIFICATION, THE BIDDER SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE:

[AFFIX ADDENDUM TO THIS PAGE IF SPACE IS REQUIRED FOR STATEMENT]

Subscribed to under penalty of perjury under the laws of the State of New York,

this 5th day of December, 20 25 as the act and deed of said Corporation or Partnership.

Identifying Data:

Potential Contractor: Sourcepass Contemporary, LLC

Address: 515

Street: Broadhollow Road

City, Town, etc: Melville, NY 11747

Telephone: 631-218-5233 Title: President, Sourcepass Contemporary, LLC

If applicable, responsible Corporate Officer

Name Thomas Edvie Title President

Signature: Thomas Edvie

Sign Here

FAILURE TO COMPLETE THIS FORM AND SIGN IN APPROPRIATE PLACE MAY RESULT IN *AUTOMATIC REJECTION OF THE BID.*

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE Thomas Edvie
BIDDER

President, Sourcepass Contemporary, LLC
TITLE

GENERAL INSTRUCTIONS: ***All bidders must adhere to the following conditions:***

As per New York State Municipal Law 103, no exception can be taken to any material term and/or condition of this bid with the exception of any warranties as presented in this bid for the specific commodity or service required.

Any language in any proposal or document submitted by a bidder as part of their bid that is accepted by the County of Nassau cannot be in conflict with any material term and/or condition relevant to this bid with the exception of any warranties or the specifications of the commodity of service required by this bid. If there is any conflict between the bidder's terms and conditions and the terms and conditions of this bid, the terms and conditions of this bid shall govern.

Bidders must insert **FEDERAL IDENTIFICATION NUMBER** in the space provided on page one of this bid.

Late Formal Sealed Bids will NOT be accepted. Bidders are urged to mail bids early to assure delivery on time. Bids must be received by 11:00 A.M. on the bid opening date.

Prices ***MUST*** be inserted with ***TYPEWRITER OR INK***. Entries with ***WHITE OUT, CROSS-OUTS OR LIFT-OFF TAPE MUST*** BE INITIALED or that entry will be disqualified.

Bidders should submit bid with unit price in the appropriate column on bid pages or forms attached hereto. In the event of a discrepancy between the unit price and the extension, the unit price shall govern. Bidders shall submit one (1) original bid document and all applicable attachments. Any order issued against this bid will refer to the bid and attachments to designate items awarded. Bidders agree that all, Direct Purchase Orders and/or Purchase Orders shall be effective and binding upon the Contractor when place in the mail, addressed to the Contractor at the address shown on the Direct Purchase Order or the Purchase Order.

Bidders **MUST** state manufacturer's name and catalog number of each item bid.

ABSOLUTELY NO MINIMUM ORDERS shall be applied to this bid.

Purchases made by Nassau County are not subject to State or Local Sales Tax or Federal Excise Taxes.

Federal Exemption Number: A-109538 **State Exemption Number: EX 7213062C**

Inside (receiving dock) delivery is required on all orders.

The rights and obligations of the parties under this agreement shall be governed by the laws of the State of New York.

Bids are hereby solicited for the commodities and/or services specified herein which are to be delivered and/or performed at the locations indicated, and in strict accordance with all specifications, terms and conditions attached hereto and made part hereof.

Bid document must be signed by proprietor, partner or corporate officer.

The clauses contained in these bid forms set forth the wishes of the County of Nassau in regard to the purchase and/or services required. However, the Director reserves the right to waive irregularities, omissions, or other technical defects if, in its judgment, the best interest of the County of Nassau will be served accordingly.

Bidders may take exception to paragraphs of the bid under a separate cover letter to be attached to this bid, indicating the specific bid page, paragraph and the exception(s). In any event, the decision of the Director will be final.

Qualification statement **MUST BE COMPLETED** and submitted with bid. See page 4 for further details

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ **BIDDER**

President, Sourcepass Contemporary, LLC **TITLE**

GENERAL CONDITIONS:

All repairs to be made in accordance with the Occupational Safety and Health Administration safety requirements.

Contractor will furnish all labor, materials, transportation, tools, instrumentation, parts and accessories necessary to repair and restore the equipment to optimum operating condition.

All Contractor personnel assigned to any requirement of a contract established must be fully qualified and cognizant of the required and applicable electrical codes and safety requirements, and must adhere to them.

All parts supplied must match and inter-member without modification to the designated equipment, and must be in accordance with the specifications of the manufacturer of the part to be replaced.

Except as otherwise specified, all contract requirements will be performed at the site as required.

Any requirement to remove any part of the equipment or system(s), to the Contractor's shop, must be approved by an authorized agency representative. Nassau County shall supply all utilities which are available on location insofar as compatibility requirements permit.

All requirements performed by the Contractor will be subject to inspection and approval by an authorized designated representative of Nassau County.

Employees of the Contractor, while on service call, shall carry identification badges or cards and shall be instructed to submit same to scrutiny upon request of security or supervisory personnel of Nassau County.

Living Wage

Section 1. Authority and Usage

a. These Rules are promulgated pursuant to Local Law 1-2006, section 7(b) which authorizes the County Executive to promulgate rules to implement the provisions of the Nassau County Living Wage Law.

b. Wherever the term "Law" or "Living Wage Law" is used in this document, it shall mean Local Law 1-2006, otherwise known as the Nassau County Living Wage Law. Whenever the terms "Rule" or "Rules" are used in this document, it shall mean these Rules of the County Executive regarding the Nassau County Living Wage Law.

Section 2. Clarification of Terms

a. Awarded. "Awarded" shall mean that time at which a contractor is selected by the County, or any department of the County, *to receive county financial assistance, even if that time is before execution of a county financial assistance* agreement by all parties or approval of such agreement by the County Legislature.

See Living Wage Law, § 5(a) "Certification of Compliance" and § 10 "Other Provisions"

b. County Service Contract. "County Service Contract" shall mean any contract let to a contractor by the county for the furnishing of services to or for the county and that involves an expenditure equal to or greater than twenty-five thousand dollars. A contract for the sale of goods to the County, or a contract for the sale of goods where incidental *services are being provided to the County, are not considered County Service Contracts. This definition shall not* include contracts awarded pursuant to the county's emergency procurement procedure as set forth in section twenty-two hundred six of the county charter, inter-governmental agreements, agreements with state or local public authorities or agreements with local development corporations incorporated pursuant to section 1411 of the not-for-profit corporations law.

c. County Financial Assistance. "County Financial Assistance" shall mean any grant, loan, tax incentive or *abatement, bond financing, subsidy or other form of assistance of more than fifty thousand dollars given by or through* the authority or approval of the county to an entity having at least ten employees. County financial assistance shall not include industrial development bonds, community development block grant loans, and enterprise-zone-related incentives.

d. Employee and Employer.

i. Under Section 1 of the Living Wage Law, an "Employee" for the purposes of a county service contract is an *employee of a county contractor "pursuant to one or more service contracts and who expends any of his or her time* thereon." Thus, an Employee may be:

A. Any person hired by a County contractor specifically to work on the County Service Contract at issue

B. Any person employed by the County Contractor who works on the specific services contemplated by the County Service Contract

ii. An Employee is *not*:

A. An employee who provides services which are only incidental to the services specified in the County Service Contract.

An employee who does not provide any services contemplated under the County Service Contract in Question

iii. For the purposes of the Living Wage Law, Nassau Community College is not an employer as defined in the Law. However, service contractors, financial assistance recipients and lessees of the College are employers as defined in the law and are subject to the provisions of the Living Wage Law as they are applicable.

See Living Wage Law, § 1 "Employee," "Employer"

e. Enter Into. "Enter into" shall mean that time at which both parties have signed the contract in question.

See Living Wage Law, § 1 "County Service Contract" and § 10(a) "Other Provisions"

3. Amendments, Extensions and Renewals

a. Renewals and Extensions. Where an existing County Financial Assistance Agreement, County Service Contract, or County Lease is renewed or extended after the effective date of the Law, such agreement is a new County Financial Assistance Agreement, County Service Contract or County Lease, as the case may be, and is subject to the applicable provisions of the Law.

b. Determination of Applicability.

i. County Service Contracts.

A. Any renewal of a County Service Contract is subject to the Living Wage Law if the total expenditure by the County under the renewal is $25,000 or greater.

B. If a County Service Contract is extended or otherwise amended, such extension or amendment will be subject to the provisions of the Law if such amendment increases the total expenditure under the original agreement to an amount $25,000 or over, or if such amendment itself involves an expenditure of $25,000 or over. In no event shall the Law apply in a situation where an amendment involves an expenditure of less than $25,000 and the original agreement already involves an expenditure of $25,000 or over.

ii. County Financial Assistance Agreements.

A. Any renewal of a County Financial Assistance Agreement is subject to the Living Wage Law if the total expenditure by the County under the renewal is greater than $50,000.

B. If a Financial Assistance Agreement is extended or otherwise amended, such extension or amendment will be subject to the provisions of the Law if such amendment increases the total expenditure under the original agreement to an amount over $50,000, or if such amendment itself involves an expenditure over $50,000. In no event shall the Law apply in a situation where an amendment involves an expenditure of $50,000 or less and the original agreement already involves an expenditure over $50,000.

iii. County Leases. Any renewal, extension or modification of a County Lease is subject to the provisions of the Living Wage Law.

See Living Wage Law, §10(a) "Other Provisions"

4. Waiver of the Law

a. Application of the Provision

i. Any County Contractor may apply for a waiver of the provisions of the Law. In order to qualify as a County Contractor, the applying organization must have a County Service Contract with the County of Nassau. A County Service Contract is a contract which contemplates providing a service to the County (not goods or any service performed only to deliver

goods) for which the County is paying $25,000 or more. Both non-profit and for-profit County Contractors may apply for a waiver.

ii. At this time, the Living Wage Law does not allow a County Lessee or an entity receiving County Financial Assistance to apply for a waiver of the Law's provisions.

b. Request for a Waiver The following procedures have been established by the County Executive for requesting a waiver of the provisions of the Living Wage Law:

i. Request for a waiver must be made to the Nassau County Office of Compliance. Since a waiver request must be made by a County Contractor who already has a contract with the County to provide services, a request for a waiver may only be made after the contract in question is entered into with the County.

ii. A request for a waiver must be made on the approved form designated "Request for Waiver of the Provisions of the Nassau County Living Wage Law." This form is attached to these rules. Additional forms may be requested by contacting the agency with which the requesting organization has a contract.

iii. Except for those requesting organizations with County Service Contracts listed in section 4(b)(iv)(E)(3) below, those requesting organizations which plan to request a waiver once a County Service Contract has been entered into must include, in their bid or proposal for the specific County Service Contract, a budget breakdown stating the amount of the budget allocated to wages (*assuming the Living Wage Law applies*), and the amount of the budget allocated to services and other contract expenses.

A. In any budget breakdown submitted, the requesting organization must include only those employees who are included within the definition of "Employee" described above.

B. Those County contractors who have been awarded a contract through Executive Order No. 1 of 1993, a state or federal grant, General Municipal Law section 104, or any other state or federal rule or regulation must submit the above budget breakdown to the contracting agency before such contract is entered into with the County in order to be eligible for a waiver.

iv. A waiver request must contain the following information:

A. The name of the organization

B. The address of the organization

C. A brief description of the contract which the waiver pertains to.

D. The name and email address of the Chief Executive Officer of the requesting organization

E. The criteria (hereinafter, the "Criteria") for qualifying for a waiver under the provisions of the Law. Currently, a requesting organization must meet either Criteria 1, 2 or 3 below, and, if Criteria 1, 2 or 4 are cited, must meet Criterion 5 below:

1. The highest paid officer or employee of the requesting organization earns a salary which, when calculated on an hourly basis, is less than six times the lowest wage or salary paid by the requesting organization.

OR

2. Compliance with the requirements of the Living Wage Law will directly increase the requesting organization's expected total annual budget in an amount greater than ten percent of the prior fiscal year's budget.

OR

3. The requesting organization is providing any of the following services to the County and compliance with the Living Wage Law would exceed the amount, per hour or per diem (as the case may be), reimbursed to the County by any State or Federal Source:

Services under the Expanded In-Home Services for the Elderly Program (EISEP)
Foster care services under the New York Social Services Law.
Residential domestic violence services under the New York Social Services Law.
Residential care, educational and vocational training, physical and mental health services, and employment counseling services to residents of the Juvenile Detention Center under the New York Executive Law.

OR

4. The requesting organization is providing any of the following services to the County and compliance with the Living Wage Law would increase the County Service Contract's budget by greater than ten percent over the budget for the requesting organization's County Service Contract for the previous contracting year:

i. Non-residential domestic violence services under the New York Social Services Law.
ii. Services under the Home Energy Assistance Program (HEAP)
Preventive services for children pursuant to the New York Social Services Law
Non-Secure detention services pursuant to the New York Executive Law.

AND (if Criteria 1, 2 or 4)

5. When the requesting organization placed a bid or submitted a proposal for the county service contract at issue, it must have submitted a budget which included a breakdown of the wages paid to employees of the requesting organization who would be covered under the Living Wage Law.

F. A statement that, if a waiver is granted, the requesting organization will decrease its budgeted wage allocation to that amount the requesting organization would have paid its employees had the requirements of Living Wage Law not been applied. The amount to be paid by the County to the requesting organization will be reduced accordingly by contract amendment.

G. The notarized signature of the requesting organization's Chief Executive Officer.

v. A request must be accompanied by documentation supporting the Criteria claimed by the requesting organization.

A. If Criteria (1) is cited in the request, the requestor must include a statement, certified by the chief financial officer of the requesting organization as true and accurate, of the wages paid, on an hourly basis, of the highest and lowest paid individuals employed by the requesting organization.

B. If Criteria (2) is cited in the request, the requestor must provide a copy of the requesting organization's budget for the last fiscal year along with a copy of the organization's expected budget taking into account increases in salary as a result of compliance with the Living Wage Law. Both budgets must be certified as complete and accurate by the chief financial officer of the requesting organization.

C. If Criteria (4) is cited in the request, the requestor must provide a copy of the requesting organization's budget for the County Service Contract for the prior agreement year along with the requesting organization's budget for the County Service Contract for the current agreement year which takes into account increases in salary as a result of compliance with the Living Wage Law. Both budgets must be certified as complete and accurate by the chief financial officer of the requesting organization.

vi. The request form and all documentation must be sent to the following address:

County of Nassau Office of Compliance
Attention: Living Wage Waiver Request Office
One West Street – 4th Floor
Mineola, New York 11501

c. Waiver and Procurement

i. As a waiver may only be requested once a County Service Contract has been entered into, no waiver application may be submitted by any organization submitting a bid or proposal to the County for a County Service Contract.

ii. The fact that a waiver may be granted to an organization submitting a bid or proposal to the County for a County Service Contract will not be a consideration in evaluating such bid or proposal.

d. Review Procedures

i. Review of a request for a waiver must be made by the Office of Compliance.

ii. Approval of a request is dependent on the requestor satisfying either criteria (1), (2) or (3) in section 4(b)(iv)(E) above and, if citing criteria (1), (2) or (4), criterion (5) in section 4(b)(iv)(E) above. Applications not satisfying these criteria, or incomplete applications, will not be approved. However, complete applications that do meet these criteria shall be approved by the Office of Compliance.

iii. The Office of Compliance shall inform the requestor of his or her decision to grant or deny a request in writing within thirty days of receipt of the request. A copy of the grant or denial shall be transmitted to the County Comptroller for the purposes of monitoring compliance with the Living Wage Law.

iv. During such thirty day period, the requestor must continue to abide by the provisions of the Living Wage Law. Failure to do so may result in action by the Office of the Nassau County Comptroller to enforce the provisions of the Law.

e. Post-Award Review

i. After the County grants a waiver, if at any time during the term of the County Service Contract the requesting organization alters its budget or wages such that the organization no longer qualifies for a waiver of the Living Wage Law, the requesting organization must contact the County department with which it contracts and inform such department of such alteration.

ii. If a County department is contacted in reference to such a change, the department must either:

Amend the County Service Contract in question to restore any funding subtracted from the contract as a result of a waiver of the Living Wage Law and receive from the Contractor a completed Certificate of Compliance; or

Terminate such Contract according to its terms.

See Living Wage Law, § 9 "Waiver"

5. Inter-Governmental Agreements

a. The Living Wage Law shall not apply to those County Service Contracts which are entered into with any municipal corporation located within the County, any school district located within the County, and any special district located within the County.

b. County Financial Assistance Agreements and County Leases. The Living Wage Law shall not apply to a County Financial Assistance Agreement or a County Lease in the event that application of the law would conflict with the application of a federal, state or local law, rule, regulation or ordinance. For the purposes of this Rule, the Living Wage

Law would not apply to a County Financial Assistance Agreement or County Lease where funding for the Agreement or Lease is derived from a Federal or state grant where the distribution of such grant funds to certain subrecipients is mandatory and non-discretionary.

See Living Wage Law, § 1 "County Service Contract," "Inter-governmental Agreement;" § 3 "Minimum Compensation;" §10 "Other Provisions"

6. Certification of Compliance

a. An updated certification of compliance with the provisions of the Living Wage Law shall be submitted to the County on or before the first day of each agreement year during the term of any County Service Contract.

b. For the purposes of updating a certification of compliance, a "material change" as used in the Law shall be limited to the following:

i. Any determination by the County Comptroller that the contractor has violated any provision of the Law.

ii. Any instance during the preceding year in which the contractor has been found by a court or governmental agency to have violated federal state or local laws regulating payment of wages or benefits, labor relations or occupational safety and health, or where any governmental body has initiated a judicial action, administrative proceeding or investigation of the contractor in regard to any of the above laws.

See *Living Wage Law, § 5 "Certification of Compliance"*

7. Nassau County Employees

a. All Nassau County Employees are covered by the provisions of the Living Wage Law, provided, however, that Nassau County Employees covered by the collective bargaining agreement between the County and the Civil Service Employees Association are not entitled to receive the benefits supplement rate as the term is defined in the Law. The provisions of *the Law also extend to paid interns hired by the County.*

b. The Living Wage Law does not apply to volunteer workers utilized by the County pursuant to the County's authority to use volunteer workers under § 2105 of the Nassau County Charter. As such, the Law does not cover unpaid interns utilized by the County.

See Living Wage Law, § 1 "Employee," "Employer;" § 10 "Other Provisions"

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:

Thomas Ednie (Name)

515 Broadhollow Road Melville, NY 11747 (Address)

631-218-5233 (Telephone Number)

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ President, Sourcepass Contemporary, LLC
BIDDER **TITLE**

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 NOT 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:

N/A

In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has NOT 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:

N/A

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ President, Sourcepass Contemporary, LLC
BIDDER **TITLE**

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.

12/5/25
Dated

Thomas Ednie
Signature of President

Thomas Ednie
Name of President

Sworn to before me this
5th day of December, 2025.

Notary Public

Kristina Mextorf
Notary Public, State of New York
Reg. No. 01ME6438130
Qualified in Suffolk County
Commission Expires 08/08/2026

RECORD RETENTION: Contractor shall retain complete and accurate records and documents related to this Agreement for six (6) years following the later of termination or final payment. Such records shall at all times be available for audit and inspection by the County.

Governing Law – 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.

PRE BID SITE VISITS: The prospective suppliers, when bidding, represents and warrants that he has visited and knows the site(s) or premise(s) upon which the work, as described in these bid specifications, is to be performed hereunder and that he has informed himself of all existing conditions affecting the work and as to the work of other coming in conjunction with his work. Failure of the bidder to thoroughly acquaint himself with the site and local conditions shall not relieve him of his responsibility, and shall not entitle him to any claim for extras. Bidders may call _____ for an appointment to visit the site.

NAMES ONLY AT BID OPENING: At the bid opening, ONLY the bidder's names will be read. Unit prices will NOT be read, but will be available when bid summary sheet is prepared.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ (BIDDER)

President, Sourcepass Contemporary, LLC (TITLE)

NY STATE LABOR LAW

If any portion of work being Bid is subject to the prevailing wage rate provisions of the Labor Law, the following shall apply:

a. "Public Works" and "Building Services" - Definitions

i. Public Works Labor Law Article 8 applies to county contracts for public improvements in which laborers, workers or mechanics are employed on a "public works" project (distinguished from public "procurement" or "service" contracts).

ii. Building Services Labor Law Article 9 applies to Contracts for building service work with the county, that: (i) involve the care or maintenance of an existing building, or (ii) involve the transportation of office furniture or equipment to or from such building, or (iii) involve the transportation and delivery of fossil fuel to such building, and (iv) the principal purpose of which is to furnish services through use of building service employees.

b. Prevailing Wage Rate Applicable to Bid Submissions A *copy of the applicable prevailing wage rates to be paid or provided are annexed* to the Bid Documents. Bidders must submit Bids which are based upon the prevailing hourly wages, and supplements in cash or equivalent benefits (i.e., fringe benefits and any cash or non-cash compensation which are not wages, as defined by law) that equal or exceed the applicable prevailing wage rate(s) for the location where the work is to be performed. Bidders may not submit Bids based upon hourly wage rates and supplements below the applicable prevailing wage rates as established by the New York State Department of Labor. Bids that fail to comply with this requirement will be disqualified. Information indicating that prevailing wages are not being paid on a public works project will be forwarded to the New York State Department of Labor for investigation. Willful violations of the prevailing wage provisions of the Labor Law may result in debarment from the bidding and award of public contracts.

c. Wage Rate Payments / Changes During Contract Term The wages to be paid under any resulting Contract shall not be less than the prevailing rate of wages and supplements as set forth by law. It is required that the Contractor keep informed of all changes in the Prevailing Wage Rates during the Contract term that apply to the classes of individuals supplied by the Contractor on any projects resulting from this Contract, subject to the provisions of the Labor Law. Contractor is solely liable for and must pay such required prevailing wage adjustments during the Contract term as required by law.

d. Public Posting & Certified Payroll Records In compliance with Article 8, Section 220 of the New York State Labor Law:

i. Posting The Contractor must publicly post on the work site, in a prominent and accessible place, a legible schedule of the prevailing wage rates and supplements.

ii. Payroll Records Contractors and Subcontractors must keep original payrolls or transcripts subscribed and affirmed as true under the penalties of perjury as required by law. For public works contracts over $25,000 where the Contractor maintains no regular place of business in New York State, such records must be kept at the work site. For building services contracts, such records must be kept at the work site while work is being performed.

iii. Submission of Certified Payroll Transcripts for Public Works Contracts Only Contractors and Subcontractors on public works projects must submit monthly payroll transcripts to the project manager for a public works project.

iv. Records Retention Contractors and Subcontractors must preserve copies of such certified transcripts for a period of three years from the date of completion of work on the awarded contract.

If this contract is for Building Service Work as defined in Article 9 of the Labor Law, State law prohibits other political subdivisions and districts within the County from making purchases pursuant to this agreement.

The County Living Wage Law, Title 57, Section 3(a)(i), states: employers who provide building services shall pay their employees no less than the living wage, as required by this section, or the prevailing wage, whichever is greater. In future bidding procedures, the requirement should be "vendor must pay the prevailing wage, or the County Living Wage, whichever is greater", or similar language.

Approximate yearly usage is $420,373.00

Prevailing Wages are applicable to this bid use Telephone and integrated tele-date system electrician.

SPECIFICATION/PRICING:

NASSAU COUNTY

Comprehensive Computer Maintenance Specification

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Please see addendum one for list of Computer Maintenance Equipment

Section 1 - Introduction

The County of Nassau (County), New York is soliciting bids for the maintenance and repair of portions of its extensive inventory of Computer equipment. This solicitation includes the repair and maintenance of all computer hardware in the main Data Center located at 99 Grumman Road West, Bethpage, NY, and selected critical and non-critical equipment at several remote County sites.

This bid solicitation contains information and instructions to enable interested bidders to submit a bid with accompanying technical documentation. For a bid to be considered, a bidder must submit a complete bid that satisfies all requirements as stated in this bid solicitation. Any failure to comply with the requirements of this bid solicitation will enable to County to reject that bid submission.

Section 2 – Bidder Qualifications

The Successful Bidder must have:

1. A minimum of ten (10) years experience in maintenance and repair of all listed equipment in Attachment #1
2. A 'Customer Reference List' of at least three (3) accounts within the New York/Long Island area where the bidder performed work of similar size and scope
3. Resumes of five (5) manufacturer trained and manufacturer certified technicians who will service th equipment listed in Attachment #1
4. Written, current acknowledgments from each hardware manufacturer that the bidder is authorized to service the equipment listed and is authorized to use proprietary diagnostic software and other tools as may be needed.
5. At least three (3) manufacturer trained and certified local staff (Nassau/Suffolk/NYC) available to support and respond to requests for repairs of all equipment 24 hours per day, 7 days per week.

The County will only consider bid proposals that provide acceptable answers with supporting documentation to all of the above five (5) qualification requirements.

The County, at its option, may request a bidder to demonstrate diagnostic and repair skills on specific pieces of manufacturer's equipment. If the County requests such demonstration and the bidder, for whatever reason, does not or cannot comply, that will be grounds for elimination from the bid solicitation.

Section 3 - Specifications

In the event the successful bidder does not have manufacturer authorized, trained personnel available to perform a service, the successful bidder, at no cost to the County and after obtaining County prior-written approval, may sub-contract to another organization that is authorized and has personnel trained and authorized by the hardware manufacturer to perform the required service. The bidder must ensure that any sub-contractor organization maintains its business and technician manufacturer certifications. Any breach of this requirement will be cause for vendor dismissal.

WARRANTY WORK

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ BIDDER

President, Sourcepass Contemporary, LLC
TITLE

1. *The Successful Bidder will collect his fee from the equipment manufacturer for all services performed while* the specific equipment is under manufacturer's warranty. There will be no cost to the County for services performed on any equipment while covered under the manufacturer's warranty.

2. Equipment serviced that is not under manufacturer warranty will be repaired at no charge to the County since it will be covered by this maintenance agreement. For any component that is a part within a larger device, the Successful Bidder will be responsible to determine if that part is still under manufacturer's warranty.

3. The Successful Bidder will provide a repair service for all designated equipment whether it is under warranty or past its warranty period.

4. The Successful Bidder warrants that the replacement equipment or repair parts provided shall be new, merchantable, suitable and fit for the purpose intended and that the installation shall be free from any and all defects caused by faulty design, faulty material or poor workmanship. Under this warranty; the successful bidder shall also be liable to repair and install and/or replace without charge any equipment or part thereof which, within ninety (90) days from the date of acceptance by the County, is or becomes un- merchantable, unsuitable or unfit for the purpose intended.

5. The Successful Bidder agrees to furnish, install, cutover, test, maintain and properly implement the equipment in the manner herein provided.

6. The Successful Bidder is responsible for the storage of all its cables, reference material, tools and equipment. The County, may, at its option, provide the Successful Bidder with space for such purposes, but is under no responsibility to do so.

7. The Successful Bidder agrees to furnish all necessary equipment, cables, diskettes, reference material, media, software, hardware, and labor with such other items as necessary to complete any maintenance or service calls upon County equipment herein.

8. The Successful Bidder agrees that there may be times when the testing and cutover of repaired equipment may need to be done during 'Off-Peak' hours so that County end-users are not impacted with a denial of service.

9. Upon completion of any maintenance or service call, the Successful Bidder shall keep current software records and maintenance logs on the County Data Center premises and is responsible for maintaining a current status of all documentation.

10. If a repair can not be performed on-site, at the Counties request, the Successful Bidder will provide an equivalent hardware replacement, at no cost to the County, during the period that the County equipment is off-site. Equivalent is defined as hardware from the same manufacturer as the manufacturer of the off-site hardware, or if that is not possible, upgraded hardware from the same manufacturer as the manufacturer of the off-site hardware. Replacement hardware must be operable at the same version, release level, of the Data Center's current operating system software.

Section 4 – Billing Requirements

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ President, Sourcepass Contemporary, LLC
BIDDER TITLE

1. For payments to be made by the County all invoices must clearly indicate both the County Purchase Order and be accompanied by a summary bill of all service call activity included on the invoice. The Successful Bidder must also attach a copy of every Nassau County Department of Information Technology Helpdesk ticket issued by the County that is signed by the individual requesting such service, and attesting, to the successful repair requested by the County. The Successful Bidder must also ensure that the personnel performing the work signs in and signs out at whichever County site they go to, using the Visitor Log provided by that location.

2. In addition, the following Successful Bidder must provide the following information monthly:

A service call detail report for all visits made that month in MS SQL Server 2000 format, which contains the following:

- Successful Bidder ticket number
- County IT Helpdesk ticket number
- Date and time of service call initiation
- Date and time of service call closure
- Location of equipment repaired
- Equipment make, type, model and serial number
- Description of trouble found
- Technician name
- Problem resolution description
- Whether the repair was or was not accomplished under manufacturer's warranty

3. The Successful Bidder must submit all payments to Nassau County Department of Information Technology, Accounts Payable for review. The County shall make monthly payments to the Successful Bidder.

4. The Successful Bidder 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 County Comptroller. Such books and records shall be retained for a period of three (3) years from the date of final payment, and shall at all times be available for audit and inspection by the County Comptroller or his duly designated representative.

PLAN "A"

Section 5 – Bid Response Form

1)	99 Grumman Road W. Critical Cisco Equipment	Month $ 126.97
2)	99 Grumman Road W. Critical IBM and Misc. Equipment	Month $ 911.39
3)	99 Grumman Road W. Critical Server Equipment	Month $ 3,431.35
4)	Correctional Center Critical Equipment	Month $ 108.73
5)	Police Department Critical Equipment	Month $ 2,605.71
6)	District Attorney's Office Critical Equipment	Month $ 2,160.41
7)	Miscellaneous Locations Critical Equipment	Month $ 1,646.08
8)	Non-Critical Health Lab Equipment	Month $ NA
9)	Non-Critical IBM Equipment	Month $ NA
10)	Laser Print Charges	Month $ NA
	Total Monthly Price	$ 10,990.64

*****See attached equipment list for locations and models and manufactures*****

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE Thomas Eckert
BIDDER

President, Sourcepass Contemporary, LLC
TITLE

Equipment Modification HW/SW Labor Rates (QUOTE IN DOLLARS)

(may include custom modifications, de-installations and re-installations.)

11) Server Tech	
A) Minimum Charge (if any)	$ 68.00 (First 1/2 hr.)
B) Regular Hourly Rate	$ 136.00
C) Additional Quarter Hour	$ 34.00
D) Overtime	$ 186.00
E) Travel Time per Hour (if any)	$ No Charge
F) Mileage (if any)	$ No Charge
G) Stand-by Rate	$ 136.00
12) Printer Tech	
A) Minimum Charge (if any)	$ 47.50 (First 1/2 hr.)
B) Regular Hourly Rate	$ 95.00
C) Additional Quarter Hour	$ 23.75
D) Overtime	$ 126.66
E) Travel Time per Hour (if any)	$ No Charge
F) Mileage (if any)	$ No Charge
G) Stand-by Rate	$ 95.00

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE Thomas Eglow — BIDDER

President, Sourcepass Contemporary, LLC — TITLE

13) Peripheral Tech

A) Minimum Charge (if any) $ 47.50 (First 1/2 hr)

B) regular Hourly Rate $ 95.00

C) Additional Quarter Hour $ 23.75

D) Overtime $ 126.66

E) Travel Time per Hour (if any) $ No Charge

F) Mileage (if any) $ No Charge

G) Stand-by Rate $ 95.00

14) CE: Computer Engineer

A) Minimum Charge (if any) $ 68.00 (First 1/2 hr.)

B) Regular Hourly Rate $ 136.00

C) Additional Quarter Hour $34.00

D) Overtime $ 186.00

E) Travel Time per Hour (if any) $ No Charge

F) Mileage (if any) $ No Charge

G) Stand-by Rate $ 136.00

15) SE: Software Engineer

A) Minimum Charge (if any) $ 68.00 (First 1/2 hr.)

B) Regular Hourly Rate $ 136.00

C) Additional Quarter Hour $ 34.00

D) Overtime $ 186.00

E) Travel Time per Hour (if any) $ No Charge

F) Mileage (if any) $ No Charge

G) Stand-by Rate $ 136.00

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ BIDDER

President, Sourcepass Contemporary, LLC
TITLE

16) CNA: Certified Novell Administrator

(IT professional certified by Novell to install, manage and support novel network systems)

Removed by Amendment No 1.

A) **Minimum Charge (if any)** $_____

B) **Regular Hourly Rate** $_____

C) **Additional Quarter Hour** $_____

D) **Overtime** $_____

E) **Travel Time per Hour (if any)** $_____

F) **Mileage (if any)** $_____

G) **Stand-by Rate** $_____

17) CNE: Certified Network Engineer

A) **Minimum Charge (if any)** $_____

Removed by Amendment No.1

B) **Regular Hourly Rate** $_____

C) **Additional Quarter Hour** $_____

D) **Overtime** $_____

E) **Travel Time per Hour (if any)** $_____

F) **Mileage (if any)** $_____

G) **Stand-by Rate** $_____

18) MCSE: Microsoft Certified Solutions Expert or Engineer

A) **Minimum Charge (if any)** $ None

B) **Regular Hourly Rate** $ 185.00

C) **Additional Quarter Hour** $ 46.25

D) **Overtime** $ 235.00

E) **Travel Time per Hour (if any)** $ No Charge

F) **Mileage (if any)** $ No Charge

G) **Stand-by Rate** $ 185.00

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

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TITLE

Section 6 – Equipment General Coverage

This section provides Bidders with required service coverage information regarding the Computer equipment for which the County requires service and maintenance.

The Nassau County Data Center, located at 99 Grumman Road West, Bethpage, NY hosts the largest concentration of equipment to be maintained and supported by the Successful Bidder. The other large concentration of equipment is at the Correctional Center located in East Meadow, NY.

CRITICAL EQUIPMENT

Coverage for Critical Equipment at twenty four (24) hour sites will require around the clock two (2) hour maximum on-site response, seven days a week, including all County holidays. Preventative maintenance will be scheduled at the convenience of the County in order to minimize downtime impact to the users.

NON-CRITICAL EQUIPMENT

Coverage for Non-critical equipment, Monday through Friday, 8:00 AM. - 5:00 P.M., excluding County holidays, requires four (4) hour maximum on-site response if the call is placed before 12:30 P.M. If the call is placed after 12:30 P.M., the Successful Bidder will be on-site by 8 A.M., the next regular working day at the location of the equipment requiring maintenance. Preventative maintenance will be scheduled at the convenience of the County in order to minimize downtime impact to the users.

EQUIPMENT QUANTITY CHANGES

The County may modify the quantity, type, model # or location of equipment to be covered with ten (10) days written notice to the Successful Bidder.

REPAIR OF EQUIPMENT NOT INCLUDED IN THE AUDIT

The Regular Labor Rate bid and material costs may apply to any-work initiated at the request of the County on equipment that was not previously identified in the audit (Plan "B"). At the County's option, it may choose to pay for time and materials under Plan "B" or pay for the retroactive equipment monthly maintenance charges from the beginning date of the contract or the date from which the equipment came off of warranty. As part of their bid, the County requests the bidder to define how it intends to charge the County for all parts used to repair such equipment not included in the audit.

RELOCATION OF EQUIPMENT

From time to time the County may have the need to relocate equipment that may or may not be listed in the audit. The County will reimburse the Successful Bidder on a time and materials basis for the use of any labor and/or equipment that the bidder may need to use in order to accomplish the relocation. If requested, the Successful Bidder must demonstrate that the appropriate equipment and services are available to accomplish a safe and successful move. If subcontractors are involved at any level in equipment relocation, the County reserves the right to approve or disapprove the subcontractor for any reason. In any case, the Successful Bidder will remain fully responsible for the relocation process.

EMERGENCY REPAIR OF NON-CRITICAL EQUIPMENT

The Overtime Rate bid may apply to any work initiated at the request of the County on equipment that was previously identified as being Non-Critical that needs to be repaired after 5:00 P.M. and before 8 A.M., Monday through Friday or on weekends or County holidays.

PREVENTATIVE MAINTENANCE

The Successful Bidder's installation technicians shall perform all manufacturer recommended preventative maintenance in a timely manner according to the time or usage intervals as stated by the manufacturer. Only OEM approved supplies and materials may be used.
Except in the case of an emergency, with the prior written approval of a Deputy Commissioner of IT, preventative maintenance, which is not transparent to the user, must be done "off hours" from approximately 6 p.m. to 6 a.m. or

during weekend hours. Where maintenance requires taking the system(s) down, the Successful Bidder must notify the Computer Operations Manager one week prior to the scheduled work and make every reasonable effort to accommodate the time that the County requires the work to be done.

LASER PRINTER CHARGES

IBM model InfoPrint 4000 Laser Printer 'click' charges for one hundred thousand (100,000) feet per month must be quoted (Section 5, page 9) At Nassau County's option it may choose to purchase toner and developer mix from the successful Bidder or from independent sources. The Successful Bidder will supply all other consumables at no additional charge. Printer usage in excess of the above amount may be billed at a proportionate rate bid by the successful bidder.

Attachment I Equipment and Criticality

Critical Equipment

The equipment identified on the attached spreadsheet resides in the Department of Information Technology, Nassau County Data Center, Police Department (NCPD), Nassau County Correctional Center (NCCC), Nassau County District Attorney (DA), Fire Communications (FIRECOM) and may also reside in other locations. All such locations are described in detail on the attached spreadsheet. Computer Room equipment includes, but is not limited to, tape drives, printers, DASD, IBM Mid-range systems (RS6000 SPII/PSERIES), control units, communication controllers, multiplexors, impact printers, laser printers, etc.

PLEASE SEE ATTACHED EXCEL SPREADSHEET FOR EQUIPMENT

Other non-critical Main Frame equipment is located mostly at the following Departmental Locations and is further detailed on the attached spreadsheet:

DEPARTMENT NAME	LOCATION
ASSESSMENT	240 OLD COUNTRY ROAD MINEOLA NY 11501
ASSESSMENT REVIEW COMMISSION	240 OLD COUNTRY ROAD MINEOLA NY 11501
CONSTITUENT AFFAIRS - 10	1550 FRANKLIN AVENUE MINEOLA NY 11501
CONSTITUENT AFFAIRS - 30 PRINTING, MAIL AND GRAPHICS	1550 FRANKLIN AVENUE MINEOLA NY 11501
CIVIL SERVICE	40 MAIN STREET HEMPSTEAD NY 11550
CONSUMER AFFAIRS	200 COUNTY SEAT DRIVE MINEOLA NY 11501
COORD. AGENCY FOR SPANISH AMERICANS	40 MAIN STREET HEMPSTEAD NY 11550
CORRECTIONAL CENTER/SHERIFF	100 CARMAN AVENUE E. MEADOW NY 11554
COUNTY ATTORNEY	1 WEST STREET MINEOLA NY 11501
COUNTY CLERK	240 OLD COUNTRY ROAD MINEOLA NY 11501
COUNTY COMPTROLLER	240 OLD COUNTRY ROAD MINEOLA NY 11501
COUNTY EXECUTIVE	240 OLD COUNTRY ROAD MINEOLA NY 11501
DISTRICT ATTORNEY	262 OLD COUNTRY ROAD MINEOLA NY 11501
ELECTIONS	240 OLD COUNTRY ROAD MINEOLA NY 11501
EMERGENCY MANAGEMENT	510 GRUMMAN ROAD WEST BETHPAGE NY 11714
FIRE COMMISSION	1194 PROSPECT AVENUE WESTBURY NY 11590
HEALTH	60 CHARLES LINDBERGH BLVD. UNIONDALE NY 11553
HOUSING AND INTERGOVERNMENTAL AFFAIRS	40 MAIN STREET HEMPSTEAD NY 11550
HUMAN RESOURCES	1 WEST STREET MINEOLA NY 11501
HUMAN SERVICES	60 CHARLES LINDBERGH BLVD. UNIONDALE NY 11553
INFORMATION TECHNOLOGY	240 OLD COUNTRY ROAD MINEOLA NY 11501
LABOR RELATIONS	1 WEST STREET MINEOLA NY 11501
LEGISLATURE	240 OLD COUNTRY ROAD MINEOLA NY 11501
MINORITY AFFAIRS	40 MAIN STREET HEMPSTEAD NY 11550
MEDICAL EXAMINER	2251 HEMPSTEAD TPKE. EAST MEADOW NY 11554
OFFICE OF MANAGEMENT AND BUDGET	1 WEST STREET MINEOLA NY 11501
POLICE DISTRICT - 20	1490 FRANKLIN AVENUE MINEOLA NY 11501
POLICE HEADQUARTERS - 10	1490 FRANKLIN AVENUE MINEOLA NY 11501
PROBATION	400 COUNTY SEAT DRIVE MINEOLA NY 11501
PUBLIC ADMINISTRATOR	240 OLD COUNTRY ROAD MINEOLA NY 11501
PUBLIC WORKS/TRAFFIC SAFETY	1194 PROSPECT AVENUE WESTBURY NY 11590
PURCHASING	1 WEST STREET MINEOLA NY 11501
REAL ESTATE SERVICES	1 WEST STREET MINEOLA NY 11501
RECREATION, PARKS AND MUSEUMS	HEMPSTEAD TPKE. EAST MEADOW NY 11554
RECORDS MANAGEMENT	240 OLD COUNTRY ROAD MINEOLA NY 11501
SOCIAL SERVICES	60 CHARLES LINDBERGH BLVD. UNIONDALE NY 11553
TRAFFIC AND PARKING VIOLATIONS AGENCY	16 COOPER STREET HEMPSTEAD NY 11550

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TREASURER	1 WEST STREET MINEOLA NY 11501
Veterans Services	2201 Hempstead TPKE. East Meadow N.Y. 11554

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Also, at these Nassau County Police Department locations which are further detailed on the attached spreadsheet:

Facility Name	Street Address	Town
Police Headquarters	1490 Franklin Avenue	Mineola
I.T. Unit	1490 Franklin Avenue	Mineola
Bellmore Police Facility	1255 Newbridge Road	North Bellmore
Bethpage Police Facility	101 Grumman Road West	Bethpage
Police Academy	100 Carmen Ave., N.C. Correction Center	East Meadow
Saint Brigid's Facility	231 St. Brigid's Lane	Westbury
Hawthorn Facility	200 Second Ave.	Massapequa Park
South Hall	Davis Ave., Nassau Community College	E. Garden City
MedCom Emergency Ambulance Bur.	2201 Hempstead Turnpike., NUMC Bldg. B	East Meadow
Firearms - Firing Range	Weir Street	Hempstead
Marine Bureau	Bay Park	East Rockaway
Traffic Safety Unit	Eisenhower Park	East Meadow
Mounted Unit	Eisenhower Park	East Meadow
Arson Bomb Squad	875 Jerusalem Ave.	Uniondale
Crimes Against Property Squad	970 Brush Hollow Rd.	Westbury
Employee Asst/Community Projects	1425 Old County Rd., Plainview Command	Plainview
B20 - Grumman Building	20 South Oyster Bay Rd	Bethpage
SP10	Roosevelt Field	E. Garden City
First Precinct	900 Merrick Rd.	Baldwin
Second Precinct	7700 Jericho Turnpike	Woodbury
Third Precinct	214 Hillside Ave	Williston Park
Fourth Precinct	1699 Broadway	Hewlett
Fifth Precinct	1655 Dutch Broadway	Elmont
Sixth Precinct	100 Community Dr.	Manhasset
Seventh Precinct	3636 Merrick Rd.	Seaford
Eighth Precinct	286 Wantagh Ave.	Levittown

Attachment II - County Security Restrictions

Nassau County Correctional Center Security Restrictions

SECURITY REGULATIONS

A. All Contractors' attention is called to the fact that this work is to be performed on the grounds and within the buildings of the Nassau County Correctional Center and, therefore, all personnel connected with this project are subject to special conditions effecting security and control of the Correctional Center operations. Every person working on this project will be given, when required to sign, printed statements explaining fully the statutory and administrative requirements. All work in a secured area of the facility will be performed in the presence of uniformed Sheriff personnel, unless otherwise directed by the Sheriff.

B. Contractor and sub-contractors must present a daily roster of his employees to the Correctional Center authorities at the start of each workday, signed by the Contractors. Contractors shall require that each person working at the site on this project wear an identification badge, assigned to him by the Nassau County Correctional Center, and bearing the name of the Contractor and an identification number. As badges are assigned, a record shall be kept and all Contractors must sign in and out in logbook provided. Badges are to be worn on outermost garment and shall be visible at all times. Due to past records, a limitation may be made by the Sheriff that an individual is a security risk and thereby determine as to locations where some persons can work, or they may be barred from all work on the grounds of the Correctional Center.

C. The Contractor shall obey all the standard security regulations of the Correctional Center and shall be responsible for the conduct of personnel of all the related trades.

D. All workmen and employees of any Contractor are prohibited from:

1) Associating or speaking to any inmate.

2) Trespassing or leaving any vehicle on any property not assigned by the County as set aside for use of the Contractor.

3) Leaving any vehicle on the County grounds unless it is locked and the ignition keys removed.

4) Accepting or giving anything to an inmate. Inmates are accountable only to Correctional Center personnel; no other person shall have any conversation or dealings with the inmates. Any violations of these restrictions will cause the Contractor to immediately dismiss such workmen and employees. Any person aiding or abetting an inmate to escape or any person bringing contraband (alcohol, narcotics, weapons, etc.) on the grounds will be in violation of the law and will be prosecuted to the fullest extend of the law.

E. Employees of the Contractor and sub-contractors reporting to work shall not have any alcoholic beverages on his person, nor shall any drinking of alcoholic beverages be allowed on the premises.

F. Employees of the Contractors and sub-contractors on narcotic medication must report the name of the medication they are taking to Correction Center authorities.

G. All employees or persons entering upon the property surrounding the Correctional Center due to this construction are restricted to the immediate area of work. In order to go to other areas, written permission must be granted by the Sheriff to the County Representative who will then pass the authority to the Contractor. Only persons having official business will be admitted to the construction site.

H. The existing Correctional Center will be occupied and will be operating continuously during the term of these Contracts. Contractors shall carry on their work as quietly as reasonably possible and shall not cause their work to interfere with access to existing buildings, and shall cause no interference with the normal operation of any of the essential services except as noted hereinafter, or as may be approved by the County Representative during construction.

I. No tools, materials, etc., shall be left unattended within the work area. Tools will be counted and broken tools must be properly disposed of in accordance with directions from the Correctional Center staff. All tools, equipment and materials of construction inside the Correctional Center building are to be collected and stored at the end of each day where directed by the County Representative. Tools are to be inventoried upon entry and upon exit.

FASTENINGS

A. All fastenings for all work on this Contract shall conform to security requirements. These requirements supersede any requirements that may conflict in the Contract. In no case shall the fact that a manufactured item has been specified without mention of special exposed fastenings be deemed to waive the requirements herein. The word "exposed" as used herein shall mean occurring in any surface that is not concealed by finished work. All spanner head or other approved tamperproof fastenings required to be removable for access or maintenance as determined by the Engineer shall be either stainless steel or dull chrome-plated, and shall be kept free of paint. Surfaces concealed by moveable items {other than moveable items protected by prison type locks such as access doors) shall also be considered exposed.

B. "Prison-head fastenings and security fastenings" are those which have two heads; the outer head (cylindrical or hexagonal for use in tightening) to be sheared off after installation, leaving permanently exposed head free of indentations or recesses, ground smooth and flush with adjacent surfaces. Where gauge of material does not permit countersinking, use round head prison-head fastenings. Prison-head fastenings are required for all exposed fastenings, except those fastenings required to be removable for access maintenance, which must be either spanner head or other approved tamperproof type. All fastenings must be clearly noted and indicated on the shop drawings covering work therein.

C. In the event of questions arising as to whether an item is permanently fixed or removable, the Engineer's decision shall govern. All fastenings shall be countersunk where specified, indicated, or required. CONTRACTOR has option of using approved type welds in lieu of non-countersunk prison-head fastenings when so approved on the shop drawings.

D. Any and all hardware that is accessible to inmate population must have security fasteners, which must be approved prior to installation. Any specialized tools that are needed to remove fasteners will be turned over to the Correctional Center authorities upon completion of the contract.

SEALING OF JOINTS

A. All Contractors shall be responsible for completely sealing and closing all joints, cracks, openings resulting from the application of their work to all floors, walls and ceilings. The intent is to prevent creating places for concealment of contraband by inmates. All joints, cracks, openings which, in the opinion of the Engineer and the County Representative, will provide such places for concealment must be permanently sealed with an approved gasket, closure, or sealant to be supplied and installed by the Contractor providing and installing the item on the floor, wall, or ceiling producing the joint, crack or opening.

INTERFERENCE WITH BUILDING OPERATIONS

A. The CONTRACTOR shall obey all the standard security regulations of the institution and shall be responsible for the conduct of personnel of all the related trades.

B. The Contractor shall arrange and schedule his delivery so as not to interfere with the normal operation of the Building.

C. All materials must be stored in specified areas and locked after working hours.

D. Correctional Center authorities must be kept informed daily as to the location of work in progress and 24 hours prior notice must be given for the next state of work.

E. The Contractor and his sub-contractors will cooperate fully with the Correctional Center authorities.

NASSAU COUNTY POLICE DEPARTMENT RESTRICTIONS

For the length of the Contract, Successful Bidder staff, subcontractors, consultants and agents shall be required, at any Nassau County Police Department (NCPD) location, including Emergency Service locations, to wear an identification

badge assigned by the NCPD, and bearing the name of the Contractor and an identification number. Nationally all Successful Bidder technicians, assigned to work with the County Police Department will undergo an extensive background check. The Successful Bidder will provide to the County, prior to assignment with NCPD, any information deemed necessary by the County so that a qualifying background check may be performed. When the assigned technician is to be unavailable, due to scheduled days off, NCPD requires ten (10) business days advanced notice. In this instance, and in the event of sickness, a replacement technician can only be assigned from a list, previously approved by the County.

NASSAU COUNTY SOCIAL SERVICE RESTRICTIONS

For the length of the Contract, Successful Bidder staff, subcontractors, consultants and agents shall be required, at any Social Service location, including the Juvenile Detention Center (JDC), to wear an identification badge assigned by the County, and bearing the name of the Contractor and an identification number. Additionally at the JDC, all of the Successful Bidder's personnel must be escorted by Social Service staff when in a secure area.

Pricing Schedule "Plan B"

Labor between the hours of 9:00 AM and 5:00 PM Monday through Friday

19) Minimum charge (if any) $ 75.00 (First 1/2 hr.)

20) Regular Hourly Rate at $ 150.00 /hr.

21) Each additional quarter hour at $ 37.50 /hr.

22) Travel time (if any) $ No Charge

23) Mileage (if any) $ No Charge

PARTS:

24) Manufacture's List Price (MLP) Less 0

25) Cost plus% 15%

Vendor agrees, if requested, to provide the user department, the County Comptroller, or authorized representative of the Purchasing Department with copies of such manufacturer's list price. The cost plus rate stated above will be paid only when there is no manufacturer's list price, and when billing is accompanied by a written notice from the part manufacturer advising that it does not issue price lists or that the particular item(s) in question do not have a list price.

Warranty Period On service, repair rendered

26) Parts 90 days

27) Labor 90 days

Overtime rates All other times (after 5:00 PM and before 9:00 AM Monday through Friday, or any time on Saturday or Sunday

28) Minimum charge (if any) $ None

29) Regular Hourly Rate at $ 200.00

30) Each additional quarter hour at $ 50.00

Additional services, equipment and locations can be added to this blanket purchase order with written quote and *amendment*

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Deployed Hardware list

Blanket Order Location	Item #	Status	MFG	Machine Model #	Machine Type	Serial Number	Location
99 Grumman Road W. Critical Server Equipment	3384	Active	Dell	R840	Server	3P9YD33	1194 Prospect Ave Westbury
99 Grumman Road W. Critical Server Equipment	3385	Active	Dell	R840	Server	3P9VD33	99 Grumman Rd W.

Blanket Order Location	Item #	Status	MFG	Machine Model #	Machine Type	Serial Number	Location
99 Grumman Road W. Critical IBM and Misc Equipment	1425	Active	Brocade	7800	FCIP Switch	ASS2514J018	99 Grumman Rd W.
99 Grumman Road W. Critical IBM and Misc Equipment	1426	Active	Brocade	7800	FCIP Switch	ASS2503J001	99 Grumman Rd W.
99 Grumman Road W. Critical IBM and Misc Equipment	345	Active	Cisco	WS-3750G-48TS-S	Catalyst 3750 48 10/100/1000T + 4 SFP + IPB Image	FOC1233Z10A	99 Grumman Rd W.
99 Grumman Road W. Critical IBM and Misc Equipment	344	Active	Cisco	WS-3750G-48TS-S	Catalyst 3750 48 10/100/1000T + 4 SFP + IPB Image	FOC1233Z0VT	99 Grumman Rd W.
99 Grumman Road W. Critical IBM and Misc Equipment	3261	Active	Dell	PowerEdge R730xd	Server	3JKKRD2	99 Grumman Rd W.
99 Grumman Road W. Critical IBM and Misc Equipment	1820	Active	Dell	PowerEdge R730xd	Server	JL0QT52	N.U.M.C. - Medical Examiner
99 Grumman Road W. Critical IBM and Misc Equipment	1840	Active	Dell	PowerVault 124T	Tape Drive	HFWV0Q1	N.U.M.C. - Medical Examiner
99 Grumman Road W. Critical IBM and Misc Equipment	3260	Active	Dell	t640	Server	35PCCS2	N.U.M.C. - Medical Examiner
99 Grumman Road W. Critical IBM and Misc Equipment	3202	Active	HP	T3500	Plotter	CN54L5H01Y	1194 Prospect Ave Westbury
99 Grumman Road W. Critical IBM and Misc Equipment	392	Active	IBM	4245-020	Impact Printer	91-51466	99 Grumman Rd W.
99 Grumman Road W. Critical IBM and Misc Equipment	1340	Active	IBM	6500-V20	Printer	01PK445	99 Grumman Rd W.
99 Grumman Road W. Critical Server Equipment	2520	Active	Dell	EqualLogic PS6210XV	Storage Array	4K4JMD2	1194 Prospect Ave Westbury
99 Grumman Road W. Critical Server Equipment	2421	Active	Dell	EqualLogic PS6210XV	Storage Array	60KNHK2	1194 Prospect Ave Westbury
99 Grumman Road W. Critical Server Equipment	2523	Active	Dell	EqualLogic PS6210XV	Storage Array	4K4GMD2	1194 Prospect Ave Westbury
99 Grumman Road W. Critical Server Equipment	2522	Active	Dell	EqualLogic PS6210XV	Storage Array	4K4HMD2	1194 Prospect Ave Westbury
99 Grumman Road W. Critical Server Equipment	2521	Active	Dell	EqualLogic PS6210XV	Storage Array	4K4KMD2	1194 Prospect Ave Westbury
99 Grumman Road W. Critical Server Equipment	1020	Active	Dell	Equallogic PS6100XV	Storage Array	CLQVLS1	99 Grumman Rd W.
99 Grumman Road W. Critical Server Equipment	446	Active	Dell	PowerEdge 15P	KMM / KVM	J58H921	99 Grumman Rd W.
99 Grumman Road W. Critical Server Equipment	438	Active	Dell	PowerEdge 15P	KMM / KVM	686254	99 Grumman Rd W.
99 Grumman Road W. Critical Server Equipment	436	Active	Dell	PowerEdge 15P	KMM / KVM	468H921	99 Grumman Rd W.
99 Grumman Road W. Critical Server Equipment	437	Active	Dell	PowerEdge 15P	KMM / KVM	5RXYR91	99 Grumman Rd W.
99 Grumman Road W. Critical Server Equipment	439	Active	Dell	PowerEdge 15P	KMM / KVM	768H921	99 Grumman Rd W.
99 Grumman Road W. Critical Server Equipment	440	Active	Dell	PowerEdge 15P	KMM / KVM	8QXYR91	99 Grumman Rd W.
99 Grumman Road W. Critical Server Equipment	2100	Active	Dell	PowerEdge 180AS	KMM / KVM	H6YQRC1	99 Grumman Rd W.
99 Grumman Road W. Critical Server Equipment	1122	Active	Dell	PowerEdge 820	Server	J078PW1	240 OCR 6th Floor IT
99 Grumman Road W. Critical Server Equipment	2200	Active	Dell	PowerEdge R420	Server	99DLV12	1194 Prospect Ave Westbury
99 Grumman Road W. Critical Server Equipment	2900	Active	Dell	PowerEdge R610	Server	4JP1MN1	1490 Franklin Ave.
99 Grumman Road W. Critical Server Equipment	3180	Active	Dell	PowerEdge R710	Server	2B1TTL1	240 OCR
99 Grumman Road W. Critical Server Equipment	2541	Active	Dell	PowerEdge R730	Server	JD54F42	99 Grumman Rd W.
99 Grumman Road W. Critical Server Equipment	3040	Active	Dell	PowerEdge R730	Server	H6M6F42	DSS - 60 Charles Lindbergh Blvd.
99 Grumman Road W. Critical Server Equipment	2260	Active	Dell	PowerEdge R820	Server	15SF842	99 Grumman Rd W.
99 Grumman Road W. Critical Server Equipment	2261	Active	Dell	PowerEdge R820	Server	15SG842	99 Grumman Rd W.
99 Grumman Road W. Critical Server Equipment	2262	Active	Dell	PowerEdge R820	Server	15SH842	1194 Prospect Ave Westbury
99 Grumman Road W. Critical Server Equipment	1904	Active	Dell	Poweredge R530	Server	1PB1S52	1194 Prospect Ave Westbury
99 Grumman Road W. Critical Server Equipment	1903	Active	Dell	Poweredge R530	Server	1PB2S52	1194 Prospect Ave Westbury
99 Grumman Road W. Critical Server Equipment	3022	Active	Dell	R230	Server	H1NSHQ2	99 Grumman Rd W.
99 Grumman Road W. Critical Server Equipment	3383	Active	Dell	R840	Server	3P9XD33	1194 Prospect Ave Westbury
99 Grumman Road W. Critical Server Equipment	3386	Active	Dell	R840	Server	3P9WD33	99 Grumman Rd W.

Deployed Hardware list

99 Grumman Road W. Critical Server Equipment	1681	Active	HP	9050	laser printer	JPDL65B013	Treasurer-240 OCR 3rd Fl Closet
99 Grumman Road W. Critical Server Equipment	1680	Active	HP	9050	laser printer	JPRC94H013	1194 Prospect Printing and Graphics
99 Grumman Road W. Critical Server Equipment	3080	Active	HP	HP DesignJet T1700 44-in Printer	Printer	SERIAL: CN04RCH029 PRODUCT: W6B55A	1194 Prospect Printing and Graphics
Correctional Center Critical Equipment	545	Active	Dell	PowerEdge 2600	Server	C9GT821	CC - SBI
Correctional Center Critical Equipment	2140	Active	Dell	PowerEdge R620	Server	1MWVHX1	C.C.
Correctional Center Critical Equipment	2540	Active	Dell	PowerEdge R630	Server	5QG2B42	CC
District Attorney's Office Critical Equipment	3382	Active	Dell	N4064	Switch	94S5Y42	D.A. - 272 O.C.R.
District Attorney's Office Critical Equipment	3381	Active	Dell	N4064	Switch	54S5Y42	D.A. - 272 O.C.R.
District Attorney's Office Critical Equipment	2301	Active	Dell	PowerConnect 8100	Switch	JF6ZZY1	D.A. - 99 Main St.
District Attorney's Office Critical Equipment	2300	Active	Dell	PowerConnect 8100	Switch	BF6ZZY1	D.A. - 99 Main St.
District Attorney's Office Critical Equipment	680	Active	Dell	PowerEdge 2600	Server	8LNRW31	D.A. - 272 O.C.R.
District Attorney's Office Critical Equipment	2761	Active	Dell	PowerSwitch N3000 Series	Switch	CZD4Y42	D.A. - 272 O.C.R.
District Attorney's Office Critical Equipment	2980	Active	Dell	PowerSwitch N3000 Series	Switch	40F4Y42	D.A. - 272 O.C.R.
District Attorney's Office Critical Equipment	2760	Active	Dell	PowerSwitch N3000 Series	Switch	41F4Y42	D.A. - 272 O.C.R.
District Attorney's Office Critical Equipment	2763	Active	Dell	PowerSwitch N3000 Series	Switch	JZD4Y42	D.A. - 272 O.C.R.
District Attorney's Office Critical Equipment	2940	Active	Dell	PowerVault TL4000	Tape Drive	CN5PDB2	D.A. - 272 O.C.R.
District Attorney's Office Critical Equipment	3240	Active	Dell	R230	Server	JKK8HQ2	D.A. - 240 O.C.R.
District Attorney's Office Critical Equipment	3241	Active	Dell	R440	Server	13CSHQ2	114 Old Country Rd
District Attorney's Office Critical Equipment	3561	Active	Dell	R640	Server	48P3343	D.A. - 272 O.C.R.
District Attorney's Office Critical Equipment	3562	Active	Dell	R640	Server	48P2343	D.A. - 272 O.C.R.
District Attorney's Office Critical Equipment	3563	Active	Dell	R640	Server	48P0343	D.A. - 272 O.C.R.
District Attorney's Office Critical Equipment	3560	Active	Dell	R640	Server	48P1343	99 Mains Street Hempstead NY 11550
District Attorney's Office Critical Equipment	3581	Active	Dell	R740	Server	78SZF73	D.A. - 272 O.C.R.
District Attorney's Office Critical Equipment	3380	Active	Dell	R740	Server	6K5JH13	D.A. - 272 O.C.R.
District Attorney's Office Critical Equipment	3140	Active	Dell	R830	Server	DBZXMD2	D.A. - 99 Main St.
District Attorney's Office Critical Equipment	3242	Active	Dell	T440	Server	2VFQHQ2	1490 Franklin Ave.
Laser Print Charges	719	Active	N/A	N/A	N/A	N/A	N/A
Miscellaneous Locations Critical Equipment	1428	Active	Brocade	7800	FCIP Switch	ASS2551J01H	1194 Prospect Ave Westbury
Miscellaneous Locations Critical Equipment	1427	Active	Brocade	7800	FCIP Switch	ASS2534J00E	1194 Prospect Ave Westbury
Miscellaneous Locations Critical Equipment	690	Active	Dell	PowerEdge 2850	Server	HGBK691	Fire Comm - 1194 Prospect Ave.
Miscellaneous Locations Critical Equipment	693	Active	Dell	PowerEdge 600SC	Server	5SVFT31	N.U.M.C. - Medical Examiner
Miscellaneous Locations Critical Equipment	695	Active	Dell	PowerEdge 6800	Server	J7VT2D1	N.U.M.C. - Building R
Miscellaneous Locations Critical Equipment	1121	Active	Dell	PowerEdge T310	Server	HK8RXQ1	N.U.M.C. - Building K
Miscellaneous Locations Critical Equipment	696	Active	Dell	PowerVault TL2000	tape library	GSTV3J1	N.U.M.C. - Medical Examiner
Miscellaneous Locations Critical Equipment	1920	Active	Dell	PowerVault TL2000	tape library	6ZKNS42	N.U.M.C. - Medical Examiner
Miscellaneous Locations Critical Equipment	3280	Active	HP	p4015	Printer	CNDY957573	1 West St.
Miscellaneous Locations Critical Equipment	3281	Active	HP	p4015	Printer	JPDF297107	1 West St.
Miscellaneous Locations Critical Equipment	710	Active	IBM	e Series X305	Server	99CBF02	1 West Street Basement
Blanket Order Location	**Item #**	**Status**	**MFG**	**Machine Model #**	**Machine Type**	**Serial Number**	**Location**
Miscellaneous Locations Critical Equipment	714	Active	Troy/HP	9000	Printer	Ask Doug-JPBNN05052	Sheriff - 240 OCR 2nd FL
Miscellaneous Locations Critical Equipment	2480	Active	Troy/HP	M806	Printer	JPDCM5M2N7	1 West St.

Deployed Hardware list

Miscellaneous Locations Critical Equipment	2481	Active	Troy/HP	M806	Printer	JPDCM5N0NP	1 West St.
Police Department Critical Equipment	3340	Active	Dell	OEMR R240	Server	CQDSRZ2	100 Community Dr. Manhasset
Police Department Critical Equipment	3300	Active	Dell	KVM 180AS	KMM / KVM	HTRW481	1194 Prospect Ave Westbury
Police Department Critical Equipment	2180	Active	Dell	KVM 2161	KMM / KVM	HWMCJ31	1194 Prospect Ave Westbury
Police Department Critical Equipment	2583	Active	Dell	MD1400	Storage Array	5GRTWK2	1194 Prospect Ave Westbury
Police Department Critical Equipment	3362	Active	Dell	MD1400	Storage Array	5GRVWK2	1194 Prospect Ave Westbury
Police Department Critical Equipment	3361	Active	Dell	MD1400	Storage Array	5GQVWK2	1490 Franklin Ave.
Police Department Critical Equipment	2581	Active	Dell	MD1400	Storage Array	5GRSWK2	1194 Prospect Ave Westbury
Police Department Critical Equipment	3521	Active	Dell	PowerEdge R220	Server	B638Q22	15 Grumman Rd West Bethpage
Police Department Critical Equipment	3520	Active	Dell	PowerEdge R220	Server	B647Q22	15 Grumman Rd West Bethpage
Police Department Critical Equipment	3540	Active	Dell	PowerEdge R220	Server	B646Q22	15 Grumman Rd West Bethpage
Police Department Critical Equipment	2280	Active	Dell	PowerEdge R710	Server	5KZ1MN1	1194 Prospect Ave Westbury
Police Department Critical Equipment	2750	Active	Dell	PowerEdge R730	Server	JK67T52	1194 Prospect Ave Westbury
Police Department Critical Equipment	2582	Active	Dell	PowerEdge R730xd	Server	3M55XK2	1194 Prospect Ave Westbury
Police Department Critical Equipment	3360	Active	Dell	PowerEdge R730xd	Server	3M56XK2	1490 Franklin Ave.
Police Department Critical Equipment	2580	Active	Dell	PowerEdge R730xd	Server	3M54XK2	1194 Prospect Ave Westbury
Police Department Critical Equipment	2747	Active	Dell	PowerEdge R730xd	Server	6S90KB2	1194 Prospect Ave Westbury
Police Department Critical Equipment	3400	Active	Dell	PowerEdge R730xd	Server	JL5GT52	Foot of First Avenue East Rockaway
Police Department Critical Equipment	2752	Active	Dell	PowerEdge R730xd	Server	6S91KB2	1194 Prospect Ave Westbury
Police Department Critical Equipment	2563	Active	Dell	Poweredge R530	Server	D7C09N2	1699 Broadway Hewlett
Police Department Critical Equipment	2562	Active	Dell	Poweredge R530	Server	D7C29N2	900 Merrick Rd. Baldwin
Police Department Critical Equipment	2560	Active	Dell	Poweredge R530	Server	D7C19N2	1490 Franklin Ave.
Police Department Critical Equipment	2120	Active	Dell	Poweredge R530	Server	CY0NFB2	900 Merrick Rd. Baldwin
Police Department Critical Equipment	2401	Active	Dell	Poweredge R530	Server	703ZHK2	299 Hicksville Road Bethpage
Police Department Critical Equipment	2400	Active	Dell	Poweredge R530	Server	F1PBGK2	1699 Broadway Hewlett
Police Department Critical Equipment	2561	Active	Dell	Poweredge R530	Server	D7C39N2	299 Hicksville Road Bethpage
Police Department Critical Equipment	2754	Active	Dell	R430	Server	F09YHL2	1194 Prospect Ave Westbury
Police Department Critical Equipment	3460	Active	Dell	R940	Server	15W8XQ2	99 Grumman Rd W.
Blanket Order Location	**Item #**	**Status**	**MFG**	**Machine Model #**	**Machine Type**	**Serial Number**	**Location**
Police Department Critical Equipment	3500	Active	Dell	R940	Server	2D8R9T2	1194 Prospect Ave Westbury

Deployed Hardware list

Police Department Critical Equipment	3501	Active	Dell	R940	Server	15WCXQ2	1194 Prospect Ave Westbury
Police Department Critical Equipment	3480	Active	Dell	R940	Server	15VFXQ2	1194 Prospect Ave Westbury
Police Department Critical Equipment	3441	Active	Dell	R940	Server	15W9XQ2	99 Grumman Rd W.
Police Department Critical Equipment	3440	Active	Dell	R940	Server	15WBXQ2	99 Grumman Rd W.

Bruce A. Blakeman
COUNTY EXECUTIVE

OFFICE OF PURCHASING
1 West Street
Mineola, NY 11501
(516) 571-7720
Fax (516) 571-4263
Date 11/14/2025

AMENDMENT NO. 1

FORMAL SEALED BID NO. 93921-11255-274

FOR: Comprehensive Computer Repair and Preventive Maintenance

ISSUED: **October 30, 2025**
OPENING: **November 25, 2025**

TO ALL BIDDERS:

1) This formal sealed bid has been postponed until December 09, 2025 at 11:00 AM

2) Add to specifications the following pages

3) All other tenns and conditions of the Fonnal Sealed Bid to remain unchanged.

4) A copy of this Amendment must be signed by the Bidder and attached to his bid.

OFFICE OF PURCHASING

Michael Schlenoff
Supervisor Purchasing

Name: Thomas Bonie
Signature: Thomas Bonie
Title: President, Sourcepass Contemporary, LLC

1) Specifications should read: approximate yearly usage is $450,000.00
2) Remove from specifications all references to the IBM infoprint 4000
3) Remove from specifications CAN Certified Network Administrator- Certified Novell Administrator
4) Remove from specifications CNE Certified Network Engineer
5) Add to specifications the following:

Hourly rate for D82 programmer	$152.90
Hourly rate for program manager	$152.90
Hourly rate for web programmer	$175.00
Hourly rate for server technician	$150.00
Hourly rate for 2nd shift operator	$89.00
Hourly rate for 2nd shift operator	$89.00

FICE OF PURCHASING
MMARY OF BIDS
ENED: November 25, 2025 AT 11 A.M. PP 12/9/2025
O NO: 93921-11255-274
Q. NO: N/A
TLE: Comprehensive Computer Repair and Preventive Maintenance

TEM #	ARTICLE	QTY	UNIT	1 ADVANTAGE TECH SOLUTIONS, LLC	2 SOURCE PASS CONTEMPORARY, LLC.	3	4	5	6	7	8	DETAILS OF AWARD TO NO.	DETAILS OF AWARD AMOUNT
LAN A	**Section 5 – Bid Response Form**												
1	99 Grumman Road W. Critical Cisco Equipment	MONTH	$	4400.00	126.97								
2	99 Grumman Road W. Critical IBM and Misc. Equipment	MONTH	$	4400.00	911.39								
3	99 Grumman Road W. Critical Server Equipment	MONTH	$	12800.00	3431.35								
4	Correctional Center Critical Equipment	MONTH	$	1200.00	108.73								
5	Police Department Critical Equipment	MONTH	$	8000.00	2605.71								
6	District Attorney's Office Critical Equipment	MONTH	$	12800.00	2160.41								
7	Miscellaneous Locations Critical Equipment	MONTH	$	5600.00	1646.08								
8	Non-Critical Health Lab Equipment	MONTH	$	1200.00	NB								
9	Non-Critical IBM Equipment	MONTH	$	1200.00	NB								
10	Laser Print Charges	MONTH	$	400.00	NB								
	Total Monthly Price			52000.00	10990.64								
	Equipment Modification HW/SW Labor Rates (QUOTE IN DOLLARS)												
11A	MINIMUM CHARGE (IF ANY)	SERVER TECH	$	0.00	SEE BID								
11B	REGULAR HOURLY RATE	SERVER TECH	$	150.00	136.00								
11C	ADDITIONAL QUARTER HOUR	SERVER TECH	$	37.50	34.00								
11D	OVERTIME RATE	SERVER TECH	$	225.00	186.00								
11E	TRAVEL TIME PER HOUR (IF ANY)	SERVER TECH	$	0.00	N/C								
11F	MILEAGE (IF ANY)	SERVER TECH	$	0.00	N/C								
11G	STAND-BY RATE	SERVER TECH	$	150.00	136.00								
12A	MINIMUM CHARGE (IF ANY)	PRINTER TECH	$	0.00	SEE BID								
12B	REGULAR HOURLY RATE	PRINTER TECH	$	125.00	95.00								
12C	ADDITIONAL QUARTER HOUR	PRINTER TECH	$	31.25	23.75								
12D	OVERTIME RATE	PRINTER TECH	$	187.50	126.66								
12E	TRAVEL TIME PER HOUR (IF ANY)	PRINTER TECH	$	0.00	N/C								
12F	MILEAGE (IF ANY)	PRINTER TECH	$	0.00	N/C								
12G	STAND-BY RATE	PRINTER TECH	$	125.00	95.00								
13A	MINIMUM CHARGE (IF ANY)	PERIPHERAL TECH	$	0.00	SEE BID								
13B	REGULAR HOURLY RATE	PERIPHERAL TECH	$	110.00	95.00								
13C	ADDITIONAL QUARTER HOUR	PERIPHERAL TECH	$	27.50	23.75								
13D	OVERTIME RATE	PERIPHERAL TECH	$	165.00	126.66								
13E	TRAVEL TIME PER HOUR (IF ANY)	PERIPHERAL TECH	$	0.00	N/C								
13F	MILEAGE (IF ANY)	PERIPHERAL TECH	$	0.00	N/C								

ICE OF PURCHASING
MMARY OF BIDS
ENED: November 25, 2025 AT 11 A.M. PP 12/9/2025
NO: 93921-11255-274
Q. NO: N/A
LE: Comprehensive Computer Repair and Preventive Maintenance

ITEM #	ARTICLE	QTY	UNIT	ADVANTAGE TECH SOLUTIONS, LLC 1	SOURCE PASS CONTEMPORARY, LLC. 2	3	4	5	6	7	8	DETAILS OF AWARD TO NO.	AMOUNT
13G	STAND-BY RATE	PERIPHERAL TECH	$	110.00	95.00								
14A	MINIMUM CHARGE (IF ANY)	CE	$	0.00	SEE BID								
14B	REGULAR HOURLY RATE	CE	$	130.00	136.00								
14C	ADDITIONAL QUARTER HOUR	CE	$	32.50	34.00								
14D	OVERTIME RATE	CE	$	195.00	186.00								
14E	TRAVEL TIME PER HOUR (IF ANY)	CE	$	0.00	N/C								
14F	MILEAGE (IF ANY)	CE	$	0.00	N/C								
14G	STAND-BY RATE	CE	$	130.00	136.00								
15A	MINIMUM CHARGE (IF ANY)	SE	$	0.00	SEE BID								
15B	REGULAR HOURLY RATE	SE	$	150.00	136.00								
15C	ADDITIONAL QUARTER HOUR	SE	$	37.50	34.00								
15D	OVERTIME RATE	SE	$	225.00	186.00								
15E	TRAVEL TIME PER HOUR (IF ANY)	SE	$	0.00	N/C								
15F	MILEAGE (IF ANY)	SE	$	0.00	N/C								
15G	STAND-BY RATE	SE	$	150.00	136.00								
16A	MINIMUM CHARGE (IF ANY)	CNA	$	0.00	NB								
16B	REGULAR HOURLY RATE	CNA	$	120.00	NB								
16C	ADDITIONAL QUARTER HOUR	CNA	$	30.00	NB								
16D	OVERTIME RATE	CNA	$	180.00	NB								
16E	TRAVEL TIME PER HOUR (IF ANY)	CNA	$	0.00	NB								
16F	MILEAGE (IF ANY)	CNA	$	0.00	NB								
16G	STAND-BY RATE	CNA	$	120.00	NB								
17A	MINIMUM CHARGE (IF ANY)	CNE	$	0.00	NB								
17B	REGULAR HOURLY RATE	CNE	$	140.00	NB								
17C	ADDITIONAL QUARTER HOUR	CNE	$	35.00	NB								
17D	OVERTIME RATE	CNE	$	210.00	NB								
17E	TRAVEL TIME PER HOUR (IF ANY)	CNE	$	0.00	NB								
17F	MILEAGE (IF ANY)	CNE	$	0.00	NB								
17G	STAND-BY RATE	CNE	$	140.00	NB								
18A	MINIMUM CHARGE (IF ANY)	MCSE	$	0.00	N/C								
18B	REGULAR HOURLY RATE	MCSE	$	150.00	185.00								
18C	ADDITIONAL QUARTER HOUR	MCSE	$	37.50	46.25								
18D	OVERTIME RATE	MCSE	$	225.00	235.00								

ICE OF PURCHASING
MMARY OF BIDS
ENED: November 25, 2025 AT 11 A.M. PP 12/9/2025
NO: 93921-11255-274
Q. NO: N/A
LE: Comprehensive Computer Repair and Preventive Maintenance

TEM #	ARTICLE	QTY	UNIT	ADVANTAGE TECH SOLUTIONS, LLC 1	SOURCE PASS CONTEMPORARY, LLC. 2	3	4	5	6	7	8	DETAILS OF AWARD TO NO.	AMOUNT
18E	TRAVEL TIME PER HOUR (IF ANY)	MCSE	$	0.00	N/C								
18F	MILEAGE (IF ANY)	MCSE	$	0.00	N/C								
18G	STAND-BY RATE	MCSE	$	150.00	185.00								
AN B (TIME AND MATERIALS) PRICING SCHEDULE:													
OR BETWEEN THE HOURS OF 9:00 A.M. AND 5:00 P.M. MONDAY THROUGH FRIDAY:													
19	MINIMUM CHARGE (IF ANY)		$	0.00	SEE BID								
20	REGULAR HOURLY RATE	Hr.	$	120.00	150.00								
21	EACH ADDITIONAL QUARTER HOUR	1/4 Hr.	$	30.00	37.50								
22	TRAVEL TIME (IF ANY)		$	0.00	N/C								
23	MILEAGE (IF ANY)		$	0.00	N/C								
RTS:													
24	MANUFACTURER'S LIST PRICE (MLP) LESS		%	10%	0%								
25	COST PLUS %		%	SEE BID	15%								
ERTIME RATES: All other times (after 5:00 PM or before 9:00 AM Monday ough Friday, or any time on Saturday or Sunday.													
28	MINIMUM CHARGE (IF ANY)		$	0.00	N/C								
29	REGULAR HOURLY RATE	Hr.	$	120.00	200.00								
30	EACH ADDITIONAL QUARTER HOUR	1/4 Hr.	$	30.00	50.00								
31	HOURLY RATE FOR DB2 PROGRAMMER	Hr.	$	115.00	152.90								
32	HOURLY RATE FOR PROGRAM MANAGER	Hr.	$	85.00	152.90								
33	HOURLY RATE FOR WEB PROGRAMMER	Hr.	$	150.00	175.00								
34	HOURLY RATE FOR SERVER TECHNICIAN	Hr.	$	95.00	150.00								
35	HOURLY RATE FOR 2ND SHIFT OPERATOR	Hr.	$	100.00	89.00								
36	HOURLY RATE FOR 2ND SHIFT OPERATOR	Hr.	$	100.00	89.00								
PARED BY			TERMS	NET	NET	NET	NET	NET	NET	NET	NET		

Kimberly Stanton hereby certifies that the bids listed above were opened at the time and bids listed above were opened at the time and place specified therein and that the above is a correct transcription from all original bids received.

Date 12/9/25

PUBLIC BID OFFICER

'FICE OF PURCHASING
IMMARY OF BIDS
'ENED: November 25, 2025 AT 11 A.M. PP 12/9/2025
D NO: 93921-11255-274
:Q. NO: N/A
TLE: Comprehensive Computer Repair and Preventive Maintenance

TEM #	ARTICLE	QTY	UNIT	ADVANTAGE TECH SOLUTIONS, LLC 1	SOURCE PASS CONTEMPORARY, LLC. 2	3	4	5	6	7	8	DETAILS OF AWARD TO NO.	AMOUNT
'LAN A	**Section 5 – Bid Response Form**												
1	99 Grumman Road W. Critical Cisco Equipment	MONTH	$	4400.00	126.97								
2	99 Grumman Road W. Critical IBM and Misc. Equipment	MONTH	$	4400.00	911.39								
3	99 Grumman Road W. Critical Server Equipment	MONTH	$	12800.00	3431.35								
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	Total Monthly Price			52000.00	10990.64								
	Equipment Modification HW/SW Labor Rates (QUOTE IN DOLLARS)												
11A	MINIMUM CHARGE (IF ANY)	SERVER TECH	$	0.00	SEE BID								
11B	REGULAR HOURLY RATE	SERVER TECH	$	150.00	136.00								
11C	ADDITIONAL QUARTER HOUR	SERVER TECH	$	37.50	34.00								
11D	OVERTIME RATE	SERVER TECH	$	225.00	186.00								
11E	TRAVEL TIME PER HOUR (IF ANY)	SERVER TECH	$	0.00	N/C								
11F	MILEAGE (IF ANY)	SERVER TECH	$	0.00	N/C								
11G	STAND-BY RATE	SERVER TECH	$	150.00	136.00								
12A	MINIMUM CHARGE (IF ANY)	PRINTER TECH	$	0.00	SEE BID								
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12G	STAND-BY RATE	PRINTER TECH	$	125.00	95.00								
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13B	REGULAR HOURLY RATE	PERIPHERAL TECH	$	110.00	95.00								
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13D	OVERTIME RATE	PERIPHERAL TECH	$	165.00	126.66								
13E	TRAVEL TIME PER HOUR (IF ANY)	PERIPHERAL TECH	$	0.00	N/C								
13F	MILEAGE (IF ANY)	PERIPHERAL TECH	$	0.00	N/C								

FICE OF PURCHASING
JMMARY OF BIDS
PENED: November 25, 2025 AT 11 A.M. PP 12/9/2025
D NO: 93921-11255-274
EQ. NO: N/A
TLE: Comprehensive Computer Repair and Preventive Maintenance

ITEM #	ARTICLE	QTY	UNIT	1 ADVANTAGE TECH SOLUTIONS, LLC	2 SOURCE PASS CONTEMPORARY, LLC.	3	4	5	6	7	8	DETAILS OF AWARD TO NO.	AMOUNT
13G	STAND-BY RATE	PERIPHERAL TECH	$	110.00	95.00								
14A	MINIMUM CHARGE (IF ANY)	CE	$	0.00	SEE BID								
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14C	ADDITIONAL QUARTER HOUR	CE	$	32.50	34.00								
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15B	REGULAR HOURLY RATE	SE	$	150.00	136.00								
15C	ADDITIONAL QUARTER HOUR	SE	$	37.50	34.00								
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17C	ADDITIONAL QUARTER HOUR	CNE	$	35.00	NB								
17D	OVERTIME RATE	CNE	$	210.00	NB								
17E	TRAVEL TIME PER HOUR (IF ANY)	CNE	$	0.00	NB								
17F	MILEAGE (IF ANY)	CNE	$	0.00	NB								
17G	STAND-BY RATE	CNE	$	140.00	NB								
18A	MINIMUM CHARGE (IF ANY)	MCSE	$	0.00	N/C								
18B	REGULAR HOURLY RATE	MCSE	$	150.00	185.00								
18C	ADDITIONAL QUARTER HOUR	MCSE	$	37.50	46.25								
18D	OVERTIME RATE	MCSE	$	225.00	235.00								

OFFICE OF PURCHASING
SUMMARY OF BIDS
OPENED: November 25, 2025 AT 11 A.M. PP 12/9/2025
BID NO: 93921-11255-274
REQ. NO: N/A
TITLE: Comprehensive Computer Repair and Preventive Maintenance

ITEM #	ARTICLE	QTY	UNIT	ADVANTAGE TECH SOLUTIONS, LLC 1	SOURCE PASS CONTEMPORARY, LLC. 2	3	4	5	6	7	8	DETAILS OF AWARD TO NO.	AMOUNT
18E	TRAVEL TIME PER HOUR (IF ANY)	MCSE	$	0.00	N/C								
18F	MILEAGE (IF ANY)	MCSE	$	0.00	N/C								
18G	STAND-BY RATE	MCSE	$	150.00	185.00								
PLAN B (TIME AND MATERIALS) PRICING SCHEDULE: LABOR BETWEEN THE HOURS OF 9:00 A.M. AND 5:00 P.M. MONDAY THROUGH FRIDAY:													
19	MINIMUM CHARGE (IF ANY)		$	0.00	SEE BID								
20	REGULAR HOURLY RATE	Hr.	$	120.00	150.00								
21	EACH ADDITIONAL QUARTER HOUR	1/4 Hr.	$	30.00	37.50								
22	TRAVEL TIME (IF ANY)		$	0.00	N/C								
23	MILEAGE (IF ANY)		$	0.00	N/C								
PARTS:													
24	MANUFACTURER'S LIST PRICE (MLP) LESS		%	10%	0%								
25	COST PLUS %		%	SEE BID	15%								
OVERTIME RATES: All other times (after 5:00 PM or before 9:00 AM Monday through Friday, or any time on Saturday or Sunday.													
28	MINIMUM CHARGE (IF ANY)		$	0.00	N/C								
29	REGULAR HOURLY RATE	Hr.	$	120.00	200.00								
30	EACH ADDITIONAL QUARTER HOUR	1/4 Hr.	$	30.00	50.00								
31	HOURLY RATE FOR DB2 PROGRAMMER	Hr.	$	115.00	152.90								
32	HOURLY RATE FOR PROGRAM MANAGER	Hr.	$	85.00	152.90								
33	HOURLY RATE FOR WEB PROGRAMMER	Hr.	$	150.00	175.00								
34	HOURLY RATE FOR SERVER TECHNICIAN	Hr.	$	95.00	150.00								
35	HOURLY RATE FOR 2ND SHIFT OPERATOR	Hr.	$	100.00	89.00								
36	HOURLY RATE FOR 2ND SHIFT OPERATOR	Hr.	$	100.00	89.00								
PREPARED BY			TERMS	NET	NET	NET	NET	NET	NET	NET	NET		

Kimberly Stanton hereby certifies that the bids listed above were opened at the time and bids listed above were opened at the time and place specified therein and that the above is a correct transcription from all original bids received.

Date 12/9/25

PUBLIC BID OFFICER

Low Vendor Participation for formal sealed bid 93921-11255-274

Title: Comprehensive Computer repair and Preventive Maintenance

1) Review the specification to ensure that it is not unduly restrictive so as to limit competition. Some factors to consider in this regard include: 1) Is any component of the solicitation so restrictive that only one or a small number of vendors can respond to the solicitation? 2) If so, were those vendors notified of the solicitation?

   This was a commodity purchase the commodity code use was the best code in the county's system that described the item (s) that were requested. The commodity specifications were such that vendor understood what the County was requesting. All vendors listed were notified. Yes.
2) Was the solicitation advertised and posted on the County website as required yes
3) Would the County 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.)? hard to say if there would be greater vendor participation The New York Post is the paper of record for Nassau County.
4) Was the commodity code used to conduct the solicitation appropriate? Were appropriate vendors registered with the County for that commodity code or otherwise notified yes
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) that may inhibit greater vendor participation. no
6) Was the solicitation conducted in a manner consistent with this Policy yes
7) Survey vendors that received notice of the solicitation but did not respond to determine why the vendor chose not to do so. Questions to be asked include: o Why did the vendor decline to bid or propose?
   Was there anything in the County's specifications, terms or conditions that caused them not to bid? If so, what?
   What changes, if any, could the County make to the solicitation to encourage competition?

1) If a vendor indicates that they did not bid or propose due to the specifications, terms or conditions, or if one indicates a change to the solicitation could enhance competition, then such feedback must be conveyed in writing to the subject matter expert responsible for the specification and the DCCO for consideration prior to recommending an award or reissuing the solicitation. see attached call log no issues were raised regarding the specifications.

Was there anything in the County's specifications, terms or conditions that caused them not to bid? If so, what? No the specifications were sufficient to bid.

What changes, if any, could the County make to the solicitation to encourage competition? A system needs to be created to make it easier for vendors to bid, to win awards and receive faster payment. Changes like these would aid greatly in increasing vendor participation. I have one vendor who could not submit a competitive bid and that if the County would adapt best value as does New York State were vendors could compete on things other than price more vendors would participate in addition there was a number of vendors who had no access to a product like this.

NASSAU COUNTY OFFICE OF SHARED SERVICES
1 WEST STREET
MINEOLA, NY 11501

CALL LOG

December 23, 2025

SOLICITATION NO.: 93921-11255-274
CONTRACT TITLE: Comprehensive Computer Repair and Maintenance
BID START DATE: 10/30/2025 08:00 AM
BID DUE DATE: 12/09/2025 11:00 AM

Vendor	Date Solicitation Viewed	Contact Name (Vendor)	Phone	Email	Plans To Bid	Reason For Not Bidding
JEHSMB, LLC	11/17/2025	Elizabeth Kahn	(516) 837-3443	ELIZABETH.KAHN@JEHSMB.COM	no	didn't remember why they didn't bid
TELEPHONE CONSULTING SERVICES OF L.I. CORP.	10/31/2025	David Mahler	(516) 333-5500	DMAHLER@KONCEPTS.NET	no	does not do service
BidPrime	10/31/2025	ANNA BARNETT	(888) 808-5356	ABARNETT@BIDPRIME.COM	no	e-mail sent did not receive a response
Custom Computer Specialists, Inc.	10/30/2025	John Lundy	(631) 630-1270	JLUNDY@CUSTOMONLINE.COM	no	e-mail sent did not receive a response
Raj Technologies Inc.	10/30/2025	Raj Mehta	(516) 576-9494	RAJM@RAJTECHNY.COM	no	e-mail sent did not receive a response
NPA Computers, Inc.	11/03/2025	Peter Aroniadis	(631) 467-2500	PETER@NPACOMPUTERS.COM	no	could not perform all the required services
OfficeStoreDepot, Inc.	10/30/2025	Joseph Corts	(866) 637-3019	SALES@OFFICESTOREDEPOT.COM	no	e-mail sent did not receive a response
Rose International, Inc.	10/30/2025	Michael Henley	(636) 812-4000	STATE_LOCGOV@ROSEINT.COM	no	e-mail sent did not receive a response

vCloud Tech Inc.	12/02/2025	Muhammad Khan	(833) 482-5683	MKHAN@VCLOUDTECH.COM	no	e-mail sent did not receive a response
Radiant Resources Inc	10/30/2025	Jennifer Naughton	(732) 292-9100	JAN@RADIANTRESOURCES.COM	no	e-mail sent did not receive a response
Cell Mart Accessories Inc.	11/21/2025	Nick Vyas	(631) 484-7272	NIGAMVY@GMAIL.COM	no	didn't have enough time to submit a bid
vPrime Tech Inc	12/02/2025	Jan Ghalib	(833) 333-1314	VPRIME@VPRIMETECH.COM	no	e-mail sent did not receive a response
Computer Integrated Services	10/30/2025	Steven Waine	(646) 775-9828	SWAINE@CISUS.COM	no	did not have the ability to do this kind of work
Electronic Risks Consultants, Inc.	10/30/2025	Jesse Olson	(908) 823-0960	BIDS@ERC-CORP.COM	no	could not meet all the specifications of the bid
High Cotton Computers	11/12/2025	Eric Donald	(631) 913-8645	EDONALD@HIGHCOTTONCOMPUTERS.COM	no	missed it
Unistar-Sparco Computers, Inc.	12/01/2025	Daniel Simmons	(901) 872-2272	DANIEL_SIMMONS@SPARCO.COM	no	didn't qualify for the project
Sourcepass Contemporary LLC	10/30/2025	Tom Ednie	(631) 218-5233	TEDNIE@SOURCEPASS.COM	yes	
Omega Zero Waste, LLC	10/30/2025	Edgar Medina	(646) 247-5573	EDGAR.MEDINA@OMEGAPROSERVICES.NET	no	e-mail sent did not receive a response
Unisys Corporation	10/30/2025	Ronald Sautter	(518) 452-6287	RON.SAUTTER@UNISYS.COM	no	e-mail sent did not receive a response
eRepublic	11/03/2025	Lamoreaux	(916) 932-1300	MLAMOREAUX@EREPUBLIC.COM	no	e-mail sent did not receive a response
Advantage Tech Solutions LLC	11/10/2025	Joseph Paladino	(315) 525-7007	JOE@ADVANTAGETECHCNY.COM	yes	
Hardwired Technologies Inc	10/30/2025	Jose Vegerano	(646) 222-9690	JVEGERANO@HARDWIREDTEC.COM	no	company not big enough to do the work
Connected Technology, LLC	11/19/2025	Kevin Urso	(631) 724-6504	KURSO@CONNECTEDTECHNOLOGY.COM	no	did not have enough time to submit a bid
Noel Network & PC Services, Inc.	10/31/2025	Ronel Noel	(631) 486-7876	RONEL@NNPCS.COM	no	e-mail sent did not receive a response
HL PRIORITY TRADING LLC	11/12/2025	Mingjun Hu	(347) 654-4899	HLPRIORITY@OUTLOOK.COM	no	e-mail sent did not receive a response
Macarthur Auto Body & Towing	12/02/2025	Stephen westfall	(347) 723-2517	MACARTHURCOLLISION136@GMAIL.COM	no	e-mail sent did not receive a response

Cluster Technology Group	12/06/2025	kermit middleton	(412) 728-2817	KERMIT.MIDDLETON@GMAIL.COM	no	e-mail sent did not receive a response
Pass the truck LLC	11/07/2025	Claudy Altidor	(347) 859-7149	PASSTHETRUCKLLC@GMAIL.COM	no	e-mail sent did not receive a response
Finit Systems Inc.	11/03/2025	zulfiqar chauhan	(516) 967-8065	ZCHAUHAN@FINITSYSTEMS.COM	no	e-mail sent did not receive a response
Scott Precious Metals Corporation	11/11/2025	Austin McCusker	(718) 389-7565	AUSTINM@DOTWORKS.COM	no	e-mail sent did not receive a response
Base One Technologies	10/30/2025	Edwin Cabrera	(646) 464-4595	E.CABRERA@BASE-ONE.COM	no	e-mail sent did not receive a response
Anki Traders Inc	11/10/2025	Aniq Abid	(631) 507-7171	ANKITRADERS1@GMAIL.COM	no	e-mail sent did not receive a response
Trigyn Technologies, Inc.	10/30/2025	Tom Gordon	(732) 777-4608	SOLICITATIONS@TRIGYN.COM	no	not authorized to do this work
BTTECS	10/30/2025	Buford Thomas	(347) 285-8787	INFO@BTTECS.COM	no	e-mail sent did not receive a response
Just One Second LLC	11/25/2025	Netanya Lewis	(631) 553-5225	SOLUTIONS.IAMDIGITAL@GMAIL.COM	no	e-mail sent did not receive a response
Lightkube Inc.	10/30/2025	Nikhil Kumar	(646) 667-7731	NIKHIL.KUMAR@LIGHTKUBE.COM	no	not able to do the service
K Med Billing Management Inc.	12/01/2025	Hira Khan	(516) 284-9486	ADMIN@KMEDBILLING.COM	no	e-mail sent did not receive a response
NYC MULTI SERVICE PROVIDER LLC	11/13/2025	HIRA KHAN	(516) 284-9486	INFO@NYC-MSP.ORG	no	e-mail sent did not receive a response
Experis US LLC.	11/05/2025	Andrew Bishop	(516) 510-1552	ANDREW.BISHOP@EXPERIS.COM	no	don,t do service
Lawton Management LLC	11/05/2025	Jameson Barlow	(757) 333-4826	JBARLOW@SQUAREDCOMPASS.COM	no	e-mail sent did not receive a response
EmpireVista Technologies	11/12/2025	Rachelle Green	(718) 938-1783	SALES@GOEVT.COM	no	e-mail sent did not receive a response
Adet Group Inc	11/19/2025	Ralph Adetayo	(646) 513-3444	RADETAYO@ADETITSOLUTIONS.COM	no	e-mail sent did not receive a response
Heavenly Technologies L.L.C.	11/19/2025	Kurt Brown	(917) 496-0498	KURT@HEAVENLYTECH.COM	no	e-mail sent did not receive a response
disfruta 1063 inc	11/27/2025	delio mercedes	(347) 749-9763	DISFRUTA1063@GMAIL.COM	no	e-mail sent did not receive a response

Sterling Mechanical Service Corp	12/02/2025	Sean Sterling	(646) 995-0875	SEAN@STERLINGMECHANICALCORPNY.COM	no	e-mail sent did not receive a response
SPLEX One, Corp.	12/03/2025	Freddy Arias	(888) 997-7539	FREDDY@SPLEXONE.COM	no	e-mail sent did not receive a response

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/7/2025

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
Alliant Insurance Services, Inc.
32 Old Slip
New York NY 10005

CONTACT NAME: Michael Hutchinson
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS: Michael.Hutchinson@alliant.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Charter Oak Fire Insurance Com	25615
INSURER B : Travelers Indemnity Company	25658
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED SOURHOL-02
Sourcepass Contemporary, LLC
515 Broadhollow Rd, Ste 1400
Melville , NY 11747

COVERAGES **CERTIFICATE NUMBER:** 1141221947 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y		H-630-B5476080-COF-25	9/25/2025	9/25/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			CUP-A1294469-25-I3	9/25/2025	9/25/2026	EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 1,000,000
	DED X RETENTION $ 10,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A		UB-3W078697-25-I3-G	9/25/2025	9/25/2026	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
County of Nassau is included as Additional Insured with regards to the General Liability as required by written contract subject to the policy terms and conditions.

CERTIFICATE HOLDER

County of Nassau
1 West Street
Mineloa 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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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED
(Includes Products-Completed Operations If Required By Contract)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and

b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section **III** – Limits Of Insurance.

b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

(b) Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

(a) How, when and where the "occurrence" or offense took place;

(b) The names and addresses of any injured persons and witnesses; and

(c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

(2) If a claim is made or "suit" is brought against the additional insured:

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(a) Immediately record the specifics of the claim or "suit" and the date received; and

(b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

(3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

(4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph **4.**, Other Insurance, of Section **IV** – Commercial General Liability Conditions.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR TECHNOLOGY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. Non-Owned Watercraft – 75 Feet Long Or Less

B. Who Is An Insured – Unnamed Subsidiaries

C. Who Is An Insured – Employees – Supervisory Positions

D. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies

E. Who Is An Insured – Liability For Conduct Of Unnamed Partnerships Or Joint Ventures

F. Blanket Additional Insured – Persons Or Organizations For Your Ongoing Operations As Required By Written Contract Or Agreement

G. Blanket Additional Insured – Broad Form Vendors

H. Blanket Additional Insured – Controlling Interest

I. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers

J. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises

K. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations

L. Medical Payments – Increased Limit

M. Blanket Waiver Of Subrogation

N. Contractual Liability – Railroads

O. Damage To Premises Rented To You

PROVISIONS

A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS

1. The following replaces Paragraph **(2)** of Exclusion **g., Aircraft, Auto Or Watercraft**, in Paragraph **2.** of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

   (2) A watercraft you do not own that is:

   (a) 75 feet long or less; and

   (b) Not being used to carry any person or property for a charge;

2. The following replaces Paragraph **2.e.** of **SECTION II – WHO IS AN INSURED**:

   e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:

   (1) 75 feet long or less; and

   (2) Not being used to carry any person or property for a charge.

B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

b. Such subsidiary is not an insured under similar other insurance.

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No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

a. Before you maintained an ownership interest of more than 50% in such subsidiary; or

b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED – EMPLOYEES – SUPERVISORY POSITIONS

The following is added to Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Paragraphs **(1)(a)**, **(b)** and **(c)** above do not apply to "bodily injury" to a co-"employee" while in the course of the co-"employee's" employment by you arising out of work by any of your "employees" who hold a supervisory position.

D. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph **3.** of **SECTION II – WHO IS AN INSURED**:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization, other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

E. WHO IS AN INSURED – LIABILITY FOR CONDUCT OF UNNAMED PARTNERSHIPS OR JOINT VENTURES

The following replaces the last paragraph of **SECTION II – WHO IS AN INSURED**:

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership or joint venture that otherwise qualifies as an insured under Section **II** – Who Is An Insured.

F. BLANKET ADDITIONAL INSURED – PERSONS OR ORGANIZATIONS FOR YOUR ONGOING OPERATIONS AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

a. Occurs subsequent to the signing of that contract or agreement; and

b. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which that contract or

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agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

G. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

a. Occurs subsequent to the signing of that contract or agreement; and

b. Arises out of "your products" that are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

a. The limits of insurance provided to such vendor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such vendor does not apply to:

(1) Any express warranty not authorized by you or any distribution or sale for a purpose not authorized by you;

(2) Any change in "your products" made by such vendor;

(3) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(4) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";

(5) Demonstration, installation, servicing or repair operations, except such operations performed at such vendor's premises in connection with the sale of "your products"; or

(6) "Your products" that, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

Coverage under this provision does not apply to:

a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or

b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

H. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

a. Such financial control; or

b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph **4.** of **SECTION II – WHO IS AN INSURED**:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

I. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its

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liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such person or organization does not apply to:

(1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or

(2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

J. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

K. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or

b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

L. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph **7.** of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

a. $10,000; or

b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

M. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we

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waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

c. Any easement or license agreement;

2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

O. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or

b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

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A-13-26 additional information

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2026 MAY -1 P 2:53

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: 03/17/2026

1) Proposer's Legal Name: Sourcepass Contemporary LLC

2) Address of Place of Business: 515 Broadhollow Rd

City: Melville State/Province/ Territory: NY Zip/Postal Code: 11747

Country: US

Address: 200 Knickerbocker Ave

City: Bohemia State/Province/ Territory: NY Zip/Postal Code: 11716

Country: US

Start Date: End Date:

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: 11-989-6548

5) Federal I.D. Number: 11-2339385

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?
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 parent company is Sourcepass, Inc. Sourcepass, Inc. has 100% ownership of Sourcepass Contemporary LLC. Sourcepass Holdings LLC and Sourcepass Shield Advisory LLC are affiliates.

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.

We are open to adopt a procedure to notify the County of Sourcepass Contemporary LLC employee changes

directly related/assigned to the management of our relationship.

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;
10/19/2022

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.
Chuck Canton
515 Broadhollow Rd
Melville, NY 11747

iii) Name, address and position of all officers and directors of the company. If none, explain.
Sourcepass Contemporary LLC does not have any other company officers to disclose and are related to this service relationship with the County.

iv) State of incorporation (if applicable);
NY

v) The number of employees in the firm;
0

vi) Annual revenue of firm;
85015947

vii) Summary of relevant accomplishments
Sourcepass Contemporary, LLC. fka Contemporary Computer Services, Inc. has been a contractor and providing IT Services to the County for over 10 years.

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

B. Indicate number of years in business.
3

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.
Sourcepass Contemporary, LLC. fka Contemporary Computer Services, Inc. has been a contractor and providing IT Services to the County for over 10 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	Town of Brookhaven		
Contact Person	W Scott Bradley		
Address	1 Independence Hill		
City	Farminville	State/Province/Territory	NY
Country	US		
Telephone	(631) 451-6607		
Fax #			
E-Mail Address	sbradley@brookhavenny.gov		

Company	Town of Southampton		
Contact Person	John Capone		
Address	116 Hampton Road		
City	Southampton	State/Province/Territory	NY
Country	US		
Telephone	(631) 702-1986		
Fax #			
E-Mail Address	jcapone@southamptontownny.gov		

Company	Sachem School District		
Contact Person	Jack Renda		
Address	51 School Street		
City	Lake Ronkonkoma	State/Province/Territory	NY
Country	US		
Telephone	(631) 471-1725		
Fax #			
E-Mail Address	jrenda@sachem.edu		

I, Thomas Ednie , 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 Ednie , 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: Sourcepass Contemporary LLC

Electronically signed and certified at the date and time indicated by:
Thomas Ednie TEDNIE@SOURCEPASS.COM

President
Title

04/28/2026
Date

Nassau County
Office of Purchasing

Staff Summary A-25-2026

Subject: Annual maintenance and repair of the Cameras and Mission Suites by CNC Technologies LLC. on three Aviation owned Bell aircraft.	Date: March 5, 2026
Department: Department of Shared Services Office of Purchasing	Vendor Name: CNC Technologies, LLC.
Department Head Name: Melissa Gallucci Allison Malhame for Melissa Gallucci	Contract Number: A-25-2026
Department Head Signature: Allison E Malhame	Contract Manager Name: Mark Clemens, Buyer

Internal Approvals			
Date & Init.	**Approval**	**Date & Init.**	**Approval**
3/25/2026	CPO	4/27/26	Budget
3/30/2026	County Atty.	5/4/26	County Exec.
3/26/2026	Insurance		

Significant Adverse Information Identified? [Yes **X** /No] (If yes, attach memo.)

2026 MAY -4 A 10:49
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LEGISLATIVE

Narrative

Purpose: To authorize and award a blanket purchase order for annual maintenance and repair of the Cameras and Mission Suites by CNC Technologies, LLC. on the three (3), Police Department owned, Bell aircraft.

Discussion: The Department of Shared Services, Office of Purchasing, has determined that this is a sole source procurement. CNC Technologies, LLC. It is the original designer integrator, and current support provider for the Nassau County Police department.

This contract has a 5-year term, term subject to the county's right of early termination as provided in the contract) runs from:

Year 1	May 11, 2026 – May 10, 2027	$84,333.00
Year 2	May 11, 2027 – May 10, 2028	$86,863.00
Year 3	May 11, 2028 – May 10, 2029	$89,469.00
Year 4	May 11, 2029 – May 10, 2030	$93,943.00
Year 5	May 11, 2030 – May 10, 2031	$98,641.00

Impact on Funding: The maximum amount authorized under this blanket purchase order shall be Four Hundred Fifty-Three Thousand Two Hundred Forty-Nine dollars. ($453,249.00)

Recommendation: Department of Shared Services, Office of Purchasing, recommends awarding a blanket purchase order to CNC Technologies, LLC. as the sole source provider for this contract.

COUNTY OF NASSAU

INTER – DEPARTMENTAL MEMO

TO: CLERK OF THE COUNTY LEGISLATURE **A-25-2026**

FROM: MELISSA GALLUCCI - COMMISSIONER OF SHARED SERVICES

DATE: March 5, 2026

SUBJECT: RESOLUTION– NASSAU COUNTY POLICE DEPARTMENT

THIS RESOLUTION IS RECOMMENDED BY THE COMMISSIONER OF SHARED SERVICES TO AUTHORIZE AN AWARD AND TO EXECUTE A BLANKET PURCHASE ORDER IN THE AMOUNT OF FOUR HUNDRED FIFTY-THREE THOUSAND TWO HUNDRED FORTY-NINE DOLLARS ($453,249.00) ON BEHALF OF THE NASSAU COUNTY POLICE DEPARTMENT TO CNC TECHNOLOGIES LLC. FOR ANNUAL MAINTENANCE AND REPAIR OF THE CAMERAS AND MISSION SUITES ON THREE (3) POLICE DEPARTMENT OWNED, BELL AIRCRAFT.

THE ABOVE-DESCRIBED DOCUMENT ATTACHED HERETO IS FORWARDED FOR YOUR REVIEW AND APPROVAL AND SUBSEQUENT TRANSMITTAL TO THE RULES COMMITTEE FOR INCLUSION IN ITS AGENDA.

Allison Malhame

~~MELISSA GALLUCCI~~ Allison Malhame
COMMISSIONER OF SHARED SERVICES
Allison Malhame for
Melissa Gallucci

VB: gb
ENCL: (1) STAFF SUMMARY
(2) DISCLOSURE STATEMENT
(3) RESOLUTION
(4) BID SUMMARY
(5) BID PROPOSAL
(6) CERTIFICATE OF LIABILITY INSURANCE
(7) RECOMMENDATION OF AWARD
(8) POLITICAL CONTRIBUTION FORM

RULES RESOLUTION 2026

A RESOLUTION AUTHORIZING THE COMMISSIONER OF SHARED SERVICES TO AWARD AND EXECUTE A BLANKET PURCHASE ORDER BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF NASSAU COUNTY POLICE DEPARTMENT AND CNC TECHNOLOGIES, LLC.

WHEREAS, the NASSAU COUNTY DEPARTMENT OF SHARED SERVICES, OFFICE OF PURCHASING is representing to the Rules Committee, that the proposed award to is a sole source provider and meets all specifications for the product described in the said contract as determined by the Commissioner of Shared Services.

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the Commissioner of Shared Services to award and execute the said Purchase Order with CNC Technologies, LLC.

Nassau County

Memo

To: Robert Cleary

From: Claudia Colasurdo

cc: Mark Clemens

Date: March 11, 2026

Re: CNC Managing Partners Adverse information

In reviewing the Business History Form it was brought to our attention that there were potential claims within the last five years.

CNC is engaged in litigation against former Director Clayton Thom and his company, Amrezi LLC, through which Thom previously held a membership interest in CNC. CNC vs. Thom alleges Thom fraudulently transferred company funds and concealed the transactions. The case, filed on August 3, 2021, is ongoing. CNC is also pursuing a nondischargeable debt claim (filed on May 9, 2022) in Thom's pending bankruptcy case.

We then reached out to the vendor for updated information concerning the ongoing case. Please see the summary/update from the vendor's attorney.

After a multi-year investigation, on November 1, 2023, the California Attorney General's Office filed felony counts of grand theft, elder theft, and tax fraud against Clayton Thom as the owner of CNC Motors. Although Thom was previously an owner of CNC Technologies, this case does not concern any actions on Thom's part relating to CNC Technologies. While CNC is not privy to the CA AOG's investigation of the underlying facts, the investigation is presumably ongoing. CNC terminated Thom in August 2021 and he has not been affiliated with CNC Technologies in any capacity since that time.

We also requested what controls the company has implemented so this does not happen again. Please see reply below.

Regarding the controls put into place to make sure this doesn't happen again, it should be note that along with Thom, CNC terminated the CFO that was acting at the time. CNC Technologies has also strengthened its financial controls. The Director of Finance is the only employee with access to financial information, reporting directly to the two Managing Partners. Past and upcoming transactions are reviewed on a weekly basis with one or more of the owners for accuracy. CNC's bank further notifies the Managing Partners as to each electronic transaction processed by the Director of Finance.

Having reviewed this matter, we find there is no justification to find the vendor non-responsible for this award.

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?

Electronically signed and certified at the date and time indicated by:
Babette Schrank [BSCHRANK@CNCTECHNOLOGIES.COM]

Dated: 02/26/2026 05:06:56 pm

Vendor: CNC Technologies, LLC

Title: Operations Manager

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: Alex Giuffrida
   Date of birth: 12/12/1968
   Home address: 66 Upper Lake Road
   City: Lake Sherwood State/Province/Territory: CA Zip/Postal Code: 91361
   Country: US

   Business Address: 66 Upper Lake Road
   City: Lake Sherwood State/Province/Territory: CA Zip/Postal Code: 91361
   Country US
   Telephone: 8052753738

   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	02/01/2016
Vice President			
(Other)			

   Type: Managing Partner
   Description:
   Start Date: 02/01/2016

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

Owen Capital, LLC (which Alex Giuffrida is the owner of) is the 41.7% owning entity of CNC Technologies, 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 [ ] 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, Alex Giuffrida , 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, Alex Giuffrida , 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.

CNC Technologies, LLC

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Alex Giuffrida AGIUFFRIDA@CNCTECHNOLOGIES.COM

Managing Partner

Title

03/12/2026 07:59:13 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: Eric Weidner
   Date of birth: 05/18/1966
   Home address: 1882 N Ukiah Wy
   City: Upland State/Province/ Territory: CA Zip/Postal Code: 91784
   Country: US

   Business Address: 638 Lindero Canyon Rd Suite 385
   City: Oak Park State/Province/ Territory: CA Zip/Postal Code: 91377
   Country US
   Telephone: 9098418953

   Other present address(es):
   City: Oak Park State/Province/ Territory: CA Zip/Postal Code: 95959
   Country: US
   Telephone: 5305594919

   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	02/01/2016
Vice President			
(Other)			

   Type: Managing Partner
   Description:
   Start Date: 01/06/2016

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

Oracle Aero, LLC (which Eric Weidner is the owner of) is the 16.6% owning entity of CNC Technologies, 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 [ ] 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, Eric Weidner , 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 Weidner , 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.

CNC Technologies, LLC

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Eric Weidner EWEIDNER@CNCTECHNOLOGIES.COM

Managing Partner

Title

03/02/2026 10:22:58 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: Ron J Magocsi
   Date of birth: 02/03/1966
   Home address: 65 litchfield road

City:	port washington	State/Province/ Territory:	NY	Zip/Postal Code:	11050
Country:	US				

Business Address: 65 litchfield road

City:	Port Washington	State/Province/ Territory:	NY	Zip/Postal Code:	11050
Country	US				
Telephone:	9179298002				

Other present address(es): 65 litchfield road

City:	Port Washington	State/Province/ Territory:	CA	Zip/Postal Code:	11050
Country:	US				
Telephone:	9179298002				

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	02/01/2016
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [X] NO [ ] If Yes, provide details.
   41.7% ownership through MARK Technologies, 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.

Ron Magocsi is owner of MARK Technologies, LLC which holds the above aforementioned 41.7% interest in CNC Technologies, 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 [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, Ron J. Magocsi , 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, Ron J. Magocsi , 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.

CNC Technologies, LLC

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Ron J. Magocsi RMAGOCSI@CNCTECHNOLOGIES.COM

Mangaing Partner & CTO

Title

02/27/2026 11:40:38 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: 02/26/2026

1) Proposer's Legal Name: CNC Technologies, LLC

2) Address of Place of Business: 638 Lindero Canyon Rd Suite 385

City: Oak Park State/Province/ Territory: CA Zip/Postal Code: 91377

Country: US

Address: 1018 E 20th St

City: Upland State/Province/ Territory: CA Zip/Postal Code: 91784

Country: US

Start Date: End Date:

3) Mailing Address (if different):

City: State/Province/ Territory: Zip/Postal Code:

Country:

Phone:

Does the business own or rent its facilities? Other If other, please provide details:

Not applicable as CNC Technologies employees all work remotely from their home offices.

4) Dun and Bradstreet number: 080173521

5) Federal I.D. Number: 320485482

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

Outstanding Legal Actions or Potential Claims
CNC is engaged in litigation against former Director Clayton Thom and his company, Amrezi LLC , through which Thom previously held a membership interest in CNC. CNC alleges Thom fraudulently transferred company funds and concealed the transactions. The case, filed on August 3, 2021, is ongoing. CNC is also pursuing a nondischargeable debt claim (filed on May 9, 2022) in Thom's pending bankruptcy case.

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.

Former Director Clay Thom (separated from CNC Technologies in August 2021) was the subject of an investigation for filing false tax returns and theft by the California Attorney General's Office arising out of conduct unrelated to CNC Technologies.

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.

If a conflict arises we will let Nassau County know immediately.

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;

02/26/2015

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.

Owen Capital LLC)owned by Alex Giuffrida) 66 Upper Lake Rd Lake Sherwood, CA 91361
MARK Technologies, (Owned by Ronald Magocsi) 65 Litchfield Rd Port Washington NY 11050
Oracle Aero LLC (owned by Eric Weidner) 1882 N Ukiah Wy Upland CA 91784

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

Alex Giuffrida, Managing Partner 66 Upper Lake Rd Lake Sherwood, CA 91361
Ronald Magocsi, Managing Partner and Chief Technology Officer 65 Litchfield Rd Port Washington NY 11050
Eric Weidner, Managing Partner 1882 N Ukiah Wy Upland CA 91784

iv) State of incorporation (if applicable);

DE

v) The number of employees in the firm;

15

vi) Annual revenue of firm;

45300000

vii) Summary of relevant accomplishments

1. Nature of Operations

CNC Technologies is an aviation technology and wireless communications company serving the law enforcement, government and military markets. The company provides custom aerial surveillance, data transmission and counterterrorism solutions to clients around the globe tailored to match each organization's specific mission requirements. In addition, CNC Technologies offers a limited number of preowned aircraft for sale.

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

B. Indicate number of years in business.

10

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

CNC Technologies LLC (CNC), an aviation technology and wireless communications company, provides services for the law enforcement, government and military markets. CNC provides onestop shopping for design, development, provisioning, implementation, test and service of aerial surveillance, counterterrorism, microwave downlink and transmission solutions to meet a full complement of mission needs for law enforcement agencies.
Our firm builds upon its founders' decades-long experience developing airborne surveillance and data transmission solutions for major domestic and international law enforcement, military and government agencies. CNC can deploy any level of solution including the following projects.
• Providing an aircraft completed with customer specified specialized law enforcement equipment including maintenance servicing and warranty services
• Providing a completed "green" aircraft completed with customer specified specialized law enforcement equipment and warranty

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	Minnesota State Patrol		
Contact Person	Lt Chief Pilot Craig Benz		
Address	445 Minnesota St. Suite 130		
City	St. Paul	State/Province/Territory	MN
Country	US		
Telephone	(651) 539-1300		
Fax #			
E-Mail Address	Craig.Benz@state.mn.us		

Company	California Highway Patol		
Contact Person	Sgt Joe Airoso		
Address	5012 Luce Ln		
City	McClellan	State/Province/Territory	CA
Country	US		
Telephone	(279) 224-6410		
Fax #			
E-Mail Address	JAiroso@chp.ca.gov		

Company	Ohio State Highway Patrol		
Contact Person	Captain Justin Cromer		
Address	2829 West Dublin Granville Road		
City	Columbus	State/Province/Territory	OH
Country	US		
Telephone	(614) 466-4468		
Fax #			
E-Mail Address	JWCromer@dps.ohio.gov		

I, Babette Schrank , 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, Babette Schrank , 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: CNC Technologies, LLC

Electronically signed and certified at the date and time indicated by:
Babette Schrank BSCHRANK@CNCTECHNOLOGIES.COM

Operations Manager
Title

03/24/2026
Date

DISPLAY CONSPICUOUSLY AT PLACE OF BUSINESS FOR WHICH ISSUED

CALIFORNIA STATE BOARD OF EQUALIZATION

SELLER'S PERMIT

ACCOUNT NUMBER

01/01/2016 SR RC 102-876632

CNC TECHNOLOGIES, LLC
4980 VANDERBILT ST # 102
ONTARIO, CA 91761-2202

NOTICE TO PERMITTEE: You are required to obey all Federal and State laws that regulate or control your business. This permit does not allow you to do otherwise.

IS HEREBY AUTHORIZED PURSUANT TO **SALES AND USE TAX LAW** TO ENGAGE IN THE BUSINESS OF SELLING TANGIBLE PERSONAL PROPERTY AT THE ABOVE LOCATION.
THIS PERMIT IS VALID ONLY AT THE ABOVE ADDRESS.

THIS PERMIT IS VALID UNTIL REVOKED OR CANCELED AND IS NOT TRANSFERABLE. IF YOU SELL YOUR BUSINESS OR DROP OUT OF A PARTNERSHIP, NOTIFY US OR YOU COULD BE RESPONSIBLE FOR SALES AND USE TAXES OWED BY THE NEW OPERATOR OF THE BUSINESS.

Not valid at any other address

For general tax questions, please call our Customer Service Center at 1-800-400-7115 (TTY:711).
For information on your rights, contact the Taxpayers' Rights Advocate office at 1-888-324-2798 or 1-916-324-2798.

BOE-442-R REV. 16 (11-14)

A MESSAGE TO OUR NEW PERMIT HOLDER

As a seller, you have rights and responsibilities under the Sales and Use Tax Law. In order to assist you in your endeavor and to better understand the law, we offer the following sources of help:

- Visiting our website at *www.boe.ca.gov*
- Visiting a field office
- Attending a Basic Sales and Use Tax Law class offered at one of our field offices
- Sending your questions in writing to any one of our offices
- Calling our toll-free Customer Service Center at 1-800-400-7115 (TTY:711)

As a seller, you have the right to issue resale certificates for merchandise that you intend to resell. You also have the responsibility of not misusing resale certificates. While the sales tax is imposed upon the retailer,

- You have the right to seek reimbursement of the tax from your customer
- You are responsible for filing and paying your sales and use tax returns timely
- You have the right to be treated in a fair and equitable manner by the employees of the California State Board of Equalization (BOE)
- You are responsible for following the regulations set forth by the BOE

As a seller, you are expected to maintain the normal books and records of a prudent businessperson. You are required to maintain these books and records for no less than four years, and make them available for inspection by a BOE representative when requested. You are also expected to notify us if you are buying, selling, adding a location, or discontinuing your business, adding or dropping a partner, officer, or member, or when you are moving any or all of your business locations. If it becomes necessary to surrender this permit, you should only do so by mailing it to a BOE office, or giving it to a BOE representative.

If you would like to know more about your rights as a taxpayer, or if you are unable to resolve an issue with the BOE, please contact the Taxpayers' Rights Advocate office for help by calling toll-free, 1-888-324-2798 or 1-916-324-2798. Their fax number is 1-916-323-3319.

Please post this permit at the address for which it was issued and at a location visible to your customers.

CALIFORNIA STATE BOARD OF EQUALIZATION
Sales and Use Tax Department

COUNTY OF NASSAU

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

1. Name of the Entity: CNC Technologies, LLC

Address: 638 Lindero Canyon Rd Suite 385

City: Oak Park State/Province/Territory: CA Zip/Postal Code: 91377

Country: US

2. Entity's Vendor Identification Number: 320485482

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):

3 File(s) uploaded: CNC Principals List.docx, CNC Principals List.docx, CNC Principals List.docx

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.

All information provided at attachment with item 4.

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):

638 Lindero Canyon Rd Suite 385

(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:
Babette Schrank [BSCHRANK@CNCTECHNOLOGIES.COM]

Dated: 03/11/2026 03:15:10 pm

Title: Operations 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.

CNC Technologies
command & control

CNC Technologies, LLC
638 Lindero Canyon Rd, Suite 385
Oak Park, CA 92011

March 4, 2025

List of Principals

Managing Partners:

- **Alex Giuffrida**
  638 Lindero Canyon Rd, Suite 385, Oak Park, CA 92011
  Email: agiuffrida@cnctechnologies.com
  Phone: 805-275-3738
- **Ron Magocsi (Managing Partner & Chief Technology Officer)**
  638 Lindero Canyon Rd, Suite 385, Oak Park, CA 92011
  Email: rmagocsi@cnctechnologies.com
  Phone: 917-929-8002
  638 Lindero Canyon Rd, Suite 385, Oak Park, CA 92011
- **Eric Weidner**
  638 Lindero Canyon Rd, Suite 385, Oak Park, CA 92011
  Email: eweidner@cnctechnologies.com
  Phone: 909-841-8953
  638 Lindero Canyon Rd, Suite 385, Oak Park, CA 92011

CNC Technologies, LLC does not have a formal Board of Directors but operates under the leadership of the Managing Partners. If additional details are required, please let us know.

List of Shareholders, Members, or Partners:
CNC Technologies, LLC is a privately held company. Ownership is structured through individual LLCs controlled by its Managing Partners. The ownership entities are:

- **Owen Capital, LLC** (Owned by Alex Giuffrida)
- **MARK Technologies, LLC** (Owned by Ron Magocsi)
- **Oracle Aero, LLC** (Owned by Eric Weidner)

All ownership entities can be contacted through the company's official address:
638 Lindero Canyon Rd, Suite 385, Oak Park, CA 92011.
If further shareholder details are required, please specify the necessary information.

CNC Technologies
command & control

CNC Technologies, LLC
638 Lindero Canyon Rd, Suite 385
Oak Park, CA 92011

March 4, 2025

List of Individual Principals

Managing Partners:

- **Alex Giuffrida (Managing Partner)**
  638 Lindero Canyon Rd, Suite 385, Oak Park, CA 92011
  Email: agiuffrida@cnctechnologies.com
  Phone: 805 275 3738
- **Ron Magocsi (Managing Partner & Chief Technology Officer)**
  638 Lindero Canyon Rd, Suite 385, Oak Park, CA 92011
  Email: rmagocsi@cnctechnologies.com
  Phone: 917 929 8002
- **Eric Weidner**
  638 Lindero Canyon Rd, Suite 385, Oak Park, CA 92011
- Email: eweidner@cnctechnologies.com
- Phone: 909 841 8953

CNC Technologies, LLC does not have a formal Board of Directors but operates under the leadership of the Managing Partners. If additional details are required, please let us know.

CNC Technologies
command & control

QUOTE

CNC Technologies, LLC

638 Lindero Canyon Rd.

Suite 385

Oak Park, CA 91377

QUOTE NO. NCPD002261 Rev C

DATE 10/23/2025

CUSTOMER ID NCPD

EXPIRATION DATE 05/10/2026

TO: County of Nassau
Police/CR12/9791-531
Air Bureau
101 Grumman Rd. West
Bethpage NY 11714

SALES	JOB	SHIPPING METHOD	PAYMENT TERMS	DELIVERY DATE	SHIPPING TERMS	DUE DATE
BMU	NCPD					

ITEM#	QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
		NCPD - Airborne 5 Years Mission System Extended Technical Support and Training		
		5 Year Term: 05/11/2026 - 05/10/2031		
		Extended 24/7 Service, Support & Training - Component Identification		
1	1	Extended 24/7 Service, Support and Training CNC TECHNOLOGIES 1 YEAR SERVICE/SUPPORT/TRAINING COVERS THE FOLLOWING COMPONENTS: 1. All Aircraft Mission Suite Equipment installed on NCPD (3) Bell aircraft (2 429's & 1 407), Ground Receive System, 2 Mobile Command Vehicle Receive System(s) and 2 Handheld Receivers covering the following: Aircraft: > 3 Wescam MX-10 Camera System(s) > 3 Aircraft Mapping System(s) > Aircraft Downlink System(s): - 3 Vislink HDX1100 Transmitters - 3 Troll C90 Controllers - 3 Troll 3 dB Coupler Switch Box - 3 Troll Skylink MiniII Antennas > 3 Avalex Digital DVRs > 3 Avalex 12.1" Monitors > 2 Avalex 21.5" Monitor (429's) > 1 Avalex 8.4" Monitor (407)		
2	1	Extended 24/7 Service, Support and Training CNC TECHNOLOGIES 1 YEAR SERVICE/SUPPORT/TRAINING COVERS THE FOLLOWING COMPONENTS CONTINUED: Ground Receive Sites: > 3 Troll A6 Diversity Antenna Pod(s) > 6 Troll DMR600 Diversity Receivers(s) > 6 Troll ESP2000 Stand Alone Decoder(s) > 3 Marshall Dual 7" Rackmount Monitor(s) Ground Command Center: > 1 Troll VNS4200 Video Network Server > 8 Troll ESP2000 Stand Alone Decoder(s) > 1 Marshall Dual 7" Rackmount Monitor(s) Mobile Command Vehicle: > 2 Troll Omni/BDC Combo Antenna(s) > 2 Troll Uplook/BDC Combo Antenna(s) > 2 Troll DMR600 Diversity Receivers(s) > 2 Troll ESP2000 Stand Alone Decoder(s) Handheld Receivers: > 2 IMT Mobile CMDR Handheld Receiver(s)		

YEAR ONE: CNC TECHNOLOGIES (BILLED ANNUALLY) SERVICE/SUPPORT/TRAINING COVERAGE INCLUDES:				
3	1	Extended 24/7 Service, Support and Training • 24-7-365 toll free telephonic technical support. • Unlimited on-site service calls annually with technician on-site within 12 hours of placement of repair request to CNC Technologies for $210 hourly fee • All expenses and travel in connection with on-site service calls. • CNC field representative located within Nassau County Jurisdiction. • Prioritized and expedited factory service. • If required, a loaner system within 48 hours after on-site service call, excluding Wescam MX10 • Valid transfers of OEM warranties. • Outside warranty repairs will be billed as passthrough plus 7.5% • Quarterly recurring training on mission system and operation. • Quarterly complete mission suite evaluation and trouble shooting. • Technical and operational consultation services for City, State or Federal agency. • CNC Technologies pays prevailing wages under applicable state laws. Term: 05/11/2026 - 05/10/2027	$ 84,333.00	$ 84,333.00
YEAR TWO: CNC TECHNOLOGIES (BILLED ANNUALLY) SERVICE/SUPPORT/TRAINING COVERAGE INCLUDES:				
4	1	Extended 24/7 Service, Support and Training • 24-7-365 toll free telephonic technical support. • Unlimited on-site service calls annually with technician on-site within 12 hours of placement of repair request to CNC Technologies for $210 hourly fee • All expenses and travel in connection with on-site service calls. • CNC field representative located within Nassau County Jurisdiction. • Prioritized and expedited factory service. • If required, a loaner system within 48 hours after on-site service call, excluding Wescam MX10 • Valid transfers of OEM warranties. • Outside warranty repairs will be billed as passthrough plus 7.5% • Quarterly recurring training on mission system and operation. • Quarterly complete mission suite evaluation and trouble shooting. • Technical and operational consultation services for City, State or Federal agency. • CNC Technologies pays prevailing wages under applicable state laws. Term: 05/11/2027 - 05/10/2028	$ 86,863.00	$ 86,863.00
YEAR THREE: CNC TECHNOLOGIES (BILLED ANNUALLY) SERVICE/SUPPORT/TRAINING COVERAGE INCLUDES:				
5	1	Extended 24/7 Service, Support and Training • 24-7-365 toll free telephonic technical support. • Unlimited on-site service calls annually with technician on-site within 12 hours of placement of repair request to CNC Technologies for $210 hourly fee • All expenses and travel in connection with on-site service calls. • CNC field representative located within Nassau County Jurisdiction. • Prioritized and expedited factory service. • If required, a loaner system within 48 hours after on-site service call, excluding Wescam MX10 • Valid transfers of OEM warranties. • Outside warranty repairs will be billed as passthrough plus 7.5% • Quarterly recurring training on mission system and operation. • Quarterly complete mission suite evaluation and trouble shooting. • Technical and operational consultation services for City, State or Federal agency. • CNC Technologies pays prevailing wages under applicable state laws. Term: 05/11/2028 - 05/10/2029	$ 89,469.00	$ 89,469.00
YEAR FOUR: CNC TECHNOLOGIES (BILLED ANNUALLY) SERVICE/SUPPORT/TRAINING COVERAGE INCLUDES:				
6	1	Extended 24/7 Service, Support and Training • 24-7-365 toll free telephonic technical support. • Unlimited on-site service calls annually with technician on-site within 12 hours of placement of repair request to CNC Technologies for $210 hourly fee • All expenses and travel in connection with on-site service calls. • CNC field representative located within Nassau County Jurisdiction. • Prioritized and expedited factory service. • If required, a loaner system within 48 hours after on-site service call, excluding Wescam MX10 • Valid transfers of OEM warranties. • Outside warranty repairs will be billed as passthrough plus 7.5% • Quarterly recurring training on mission system and operation. • Quarterly complete mission suite evaluation and trouble shooting.	$ 93,943.00	$ 93,943.00

		• Technical and operational consultation services for City, State or Federal agency. • CNC Technologies pays prevailing wages under applicable state laws. Term: 05/11/2029 - 05/10/2030		
YEAR FIVE: CNC TECHNOLOGIES (BILLED ANNUALLY) SERVICE/SUPPORT/TRAINING COVERAGE INCLUDES:				
7	1	Extended 24/7 Service, Support and Training • 24-7-365 toll free telephonic technical support. • Unlimited on-site service calls annually with technician on-site within 12 hours of placement of repair request to CNC Technologies for $210 hourly fee • All expenses and travel in connection with on-site service calls. • CNC field representative located within Nassau County Jurisdiction. • Prioritized and expedited factory service. • If required, a loaner system within 48 hours after on-site service call, excluding Wescam MX10 • Valid transfers of OEM warranties. • Outside warranty repairs will be billed as passthrough plus 7.5% • Quarterly recurring training on mission system and operation. • Quarterly complete mission suite evaluation and trouble shooting. • Technical and operational consultation services for City, State or Federal agency. • CNC Technologies pays prevailing wages under applicable state laws. Term: 05/11/2030 - 05/10/2031	$ 98,641.00	$ 98,641.00
Notes				
8	1	NOTES > The quoted prices do not include any Tariffs, Supply Chain Surcharges Customs, Duties or VAT fees that may be applied by equipment vendors. Any such fees will be billed at the time the equipment is received by CNC.		
			TOTAL	
			$ 453,249.00	

Nassau County Police Department

BRUCE A. BLAKEMAN
NASSAU COUNTY EXECUTIVE

1490 Franklin Avenue
Mineola, New York 11501
(516) 573-8800

PATRICK J. RYDER
POLICE COMMISSIONER

Date: February 06, 2026

To: Nassau County Division of Purchasing

From: Lieutenant Joseph L. Grella, Serial No. 8280, Shield No. 390, Commanding Officer, Aviation Unit.

Subject: SOLE SOURCE JUSTIFICATION for the extension of RQPD2100076 and BPNC21000088

The Nassau County Police Department requests sole source approval for the maintenance and repair of the MX-10 Cameras and Custom designed Mission Suites by CNC Technologies that are currently on the three (3), Police Department owned, Bell aircraft through CNC Technologies.

The above listed Mission Suite was designed as a synergistic system through CNC who are the designers and have been and will be the maintainers. We are currently under contract with CNC for the maintenance and repair of our systems until July of 2026.

CNC and the county are under contract for the maintenance and repair as they were chosen for their expertise in this arena, their availability for on-site visits and response, and knowledge of our mission.

Thank you for your consideration.

Respectfully,

Lt. Joseph L. Grella
Commanding Officer
Aviation Unit
Police Department, County of Nassau, NY

CNC Technologies
command & control

Nassau County Police Department
Attn: Joseph L. Grella, Lieutenant
Commanding Officer - Aviation Unit
101 Grumman Rd., West
Bethpage, NY 11714

February 4, 2026

RE: Sole Source Justification - Five-Year Extended 24/7 Service, Support & Training
Quote NCPD002261 Rev C

Dear Lt. Grella,

CNC Technologies, LLC (CNC) is a leading provider of aviation technology and wireless communications solutions for law enforcement, government, and military markets. We specialize in customized aerial surveillance, data transmission, and mission-critical video systems, all supported by comprehensive lifecycle service and training.

We are pleased to submit this justification for the sole source procurement of the Five-Year Extended 24/7 Service, Support, and Training Program for the Nassau County Police Department Aviation Unit mission systems (Quote NCPD002261 Rev C; term 05/11/2026 - 05/10/2031). Based on our unique role as the original designer, integrator, and current support provider for the Department's airborne and ground video infrastructure, CNC is the only vendor capable of delivering this scope without risk to operational readiness.

This justification is based on CNC Technologies' exclusive system knowledge and ongoing responsibility for the integrated platforms installed across NCPD aircraft, ground receive sites, mobile command vehicles, and handheld receivers:
Wescam MX-10 imaging systems
Aircraft mapping and DVR infrastructure
Vislink/Troll downlink transmitters and antennas
Troll ground receive architecture and decoders
Mobile command vehicle receive suites
End-to-end video network transport and control systems

Key benefits of procuring these services through CNC Technologies include:

- Original Engineering and Integration Expertise

CNC was exclusively responsible for the design and integration of the Nassau County mission suite across the Bell 429 and 407 fleet and associated ground systems. Only CNC possesses the proprietary

configuration data, encryption management, RF alignment parameters, and network architecture necessary to maintain full system performance and interoperability.

- Comprehensive 24/7/365 Support

The proposed program provides live technical support at all times, unlimited on-site service with rapid technician deployment, prioritized factory service, quarterly system evaluations, and recurring operational training. This level of coverage is available solely through CNC as the system integrator.

- Local Field Presence

CNC maintains a field representative located within Nassau County jurisdiction, ensuring immediate response and continuity with Aviation Unit personnel. This requirement cannot be met by third-party vendors unfamiliar with the system architecture.

- Operational and Training Continuity

CNC developed and delivers the existing mission system curriculum for NCPD aircrew and technicians. Transitioning to any alternate provider would introduce operational discrepancies, incompatible procedures, and unacceptable risk to mission-critical video operations.

- Proprietary System Knowledge & Warranty Chain

CNC holds direct factory relationships and authorized service pathways for all installed components. Warranty transfers, loaner equipment logistics, firmware management, and configuration control are exclusive to CNC and cannot be replicated without jeopardizing certifications and performance.

By selecting CNC Technologies, the Nassau County Police Department retains a single point of responsibility for the entire mission system. This continuity eliminates service delays, additional costs, and the operational inefficiencies associated with multiple vendors attempting to support a proprietary integrated platform.

CNC's proven track record supporting law enforcement aviation operations nationwide includes agencies such as:
New York Police Department
Broward County Sheriff's Office (FL)
Texas Department of Public Safety
Los Angeles County Sheriff's Department
Michigan State Police
Georgia State Patrol
Florida Highway Patrol
Pinellas County Sheriff's Office
Additional references available upon request

CNC Technologies
command & control

We appreciate the opportunity to continue supporting the Nassau County Police Department and are committed to delivering a seamless, reliable solution tailored to your operational needs. Please do not hesitate to contact us with any questions or for further clarification.

Best regards,



Alex Giuffrida
Managing Partner
CNC Technologies, LLC
M: 805-275-3738
E: agiuffrida@cnctechnologies.com

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/20/2026

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 SterlingRisk of Florida 727 Harbor Blvd. Destin FL 32541 License#: BR-1418528	**CONTACT NAME:** Kris Larkin **PHONE (A/C, No, Ext):** 516-487-0300 **FAX (A/C, No):** **E-MAIL ADDRESS:** klarkin@sterlingrisk.com
INSURED CNC Technologies, LLC 638 Lindero Canyon Road, Suite 385 Oak Park CA 91377 CNCTECH-01	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** National Union Fire Ins Co of Pittsburgh, PA — 19445 **INSURER B :** Granite State Insurance Company — 23809 **INSURER C :** American Alternative Insurance Corp. — 19720 **INSURER D :** Houston Casualty Company — 42374 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 923471311 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			AAP N11136035 001	3/9/2026	3/9/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 3,000,000 $ 100,000 $ 10,000 $ 3,000,000 $ 0 $ 3,000,000 $
B	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY [X] HIRED AUTOS ONLY SCHEDULED AUTOS [X] NON-OWNED AUTOS ONLY			02-CA-010175073-6	3/9/2026	3/9/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
	UMBRELLA LIAB [ ] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
D C	CYB (Media Tech) Liab PROFESSIONAL LIAB			H26TG33212-03 350122	3/9/2026 3/9/2026	3/9/2027 3/9/2027	* SEE BELOW **SEE BELOW RETENTION	$2,000,000 $1,000,000 $10,000

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

THOSE LOCATIONS NECESSARY AND INCIDENTAL TO THE AVIATION OPERATIONS OF THE NAMED INSURED.
Nassau County is included as an additional insured under the Commercial Geneal Liability and Auto Liability coverages, but only as respects to the operations of the Named Insured.

CERTIFICATE HOLDER

Nassau County
1 West Street
Mineola NY 11501

CANCELLATION 30 Days (10 Days for non-payment)

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

DATE (MM/DD/YYYY)
03/24/2026

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	CONTACT NAME: Marsh Affinity	
Marsh Affinity a division of Marsh USA LLC. PO BOX 14404 Des Moines, IA 50306-9686	PHONE (A/C, No, Ext): 800-743-8130	FAX (A/C, No):
	E-MAIL ADDRESS: ADPTotalSource@marsh.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : New Hampshire Insurance Co.	23841
INSURED	INSURER B :	
ADP TotalSource DE IV, Inc. 5800 Windward Parkway Alpharetta, GA 30005 L/C/F: CNC Technologies LLC 638 Lindero Canyon Rd PMB 385 Oak Park, CA 91377	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 INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC 063543104 NY	07/01/2025	07/01/2026	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ Unlimited
							E.L. DISEASE - EA EMPLOYEE	$ Unlimited
							E.L. DISEASE - POLICY LIMIT	$ Unlimited

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
All worksite employees working for CNC Technologies LLC paid under ADP TOTALSOURCE, INC.'s payroll, are covered under the above stated policy. Proprietor/Partner/Executive Officer/Member are not excluded as long as they are in the ADPTS payroll or have completed the SEI Participation Addendum.

CERTIFICATE HOLDER

Nassau County Additionally Insured
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 Jo Phillips

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Nassau County Shared Services,
Office of Purchasing

Staff Summary A-31-2026

Subject: Comprehensive Computer Repair and Preventive Maintenance	Date: January 13, 2026
Department: Shared Services, Office of Purchasing	Vendor Name: Sourcepass Contemporary LLC.
Department Head Name: Melissa Gallucci	Contract Number: A-31-2026
Department Head Signature: Melissa Gallucci	Contract Manager Name: Timothy Funaro Buyer

Internal Approvals

Date & Initial	Approval	Date & Initial	Approval
4/6/2026	Chief Procurement Officer	4/27/26	Budget
4/7/26	County Attorney	4/28/26	County Executive
4/8/26 Insurance			

Rev. 03/2024

Significant Adverse Information Identified? Yes ○ / No ◉ (If Yes, attach memo.)

Purpose: To authorize and award a blanket purchase order for Comprehensive Computer Repair and Preventive Maintenance for the Nassau County Department of Information Technology.

Discussion: This is a sole source purchase Sourcepass is uniquely qualified and effectively the only viable vendor to provide the required mainframe support services for Nassau County due to their exclusive combination of technical expertise and deep institutional knowledge of the County's environment. Nassau County core systems rely on aging but mission-critical technologies that require a rare and shrinking skill set in the workforce. While other vendors may possess general mainframe capabilities, they do not have the necessary familiarity with Nassau County unique systems workflows, and integrations. Transitioning to a new vendor would require extensive knowledge transfer, introduce a high risk of service disruption, and potentially compromise system stability, security, and continuity of operations.

Impact on Funding/Term: The Maximum amount authorized under this blanket purchase order including any renewal options that may be exercised by the Commissioner of Shared Services shall be Three Million Dollars ($3,000,000.00) from general funds ITGEN1400 DE505. The term of this blanket purchase order shall be for a period of one (1) year from the effective date, with the Commissioner of Shared Services option to renew up to an additional four (4) one (1) year periods and additional two (2) month period, for a total term of five (5) years and two(2) months.

Recommendation: Department of Shared Services, Office of Purchasing recommends awarding a sole source blanket purchase order be given to Sourcepass Contemporary LLC.

2026 APR 29 A 10:00
NASSAU COUNTY
CLERK OF THE LEGISLATURE

RULES RESOLUTION

A RESOLUTION AUTHORIZING THE COMMISSIONER OF SHARED SERVICES TO AWARD AND EXECUTE A BLANKET PURCHASE ORDER BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF INFORMATION TECHNOLOGY AND SOURCEPASS CONTEMPORARY LLC..

WHEREAS, the NASSAU COUNTY DEPARTMENT OF SHARED SERVICES, OFFICE OF PURCHASING is representing to the Rules Committee that the firm Sourcepass Contemporary LLC.. meets all specifications for the service described in the said contract as determined by the Commissioner of Shared Services.

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the Commissioner of Shared Services to award and execute the said Blanket Purchase Order with Sourcepass Contemporary LLC.

COUNTY OF NASSAU

INTER – DEPARTMENTAL MEMO

TO: CLERK OF THE COUNTY LEGISLATURE **A-31-2026**

FROM: MELISSA GALLUCCI - COMMISSIONER OF SHARED SERVICES

DATE: January 13, 2026

SUBJECT: RESOLUTION – NASSAU COUNTY DEPARTMENT OF INFORMATION TECHNOLOGY

THIS RESOLUTION IS RECOMMENDED BY THE COMMISSIONER OF SHARED SERVICES TO AUTHORIZE AN AWARD AND TO EXECUTE A BLANKET PURCHASE ORDER IN THE AMOUNT OF THREE MILLION DOLLARS ($ 3,000,000.00) ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF INFORMATION TECHNOLOGY TO SOURCEPASS CONTEMPORARY LLC. FOR COMPREHENSIVE COMPUTER REPAIR AND PREVENTIVE MAINTENANCE AS A SOLE SOURCE PURCHASE.

THE ABOVE DESCRIBED RESOLUTION AND SUPPORTING DOCUMENTATION ATTACHED HERETO IS FORWARDED FOR YOUR REVIEW, APPROVAL, AND SUBSEQUENT TRANSMITTAL TO THE RULES COMMITTEE FOR INCLUSION IN ITS AGENDA.

Melissa Gallucci

MELISSA GALLUCCI
COMMISSIONER OF SHARED SERVICES

MS: br
ENCL: (1) STAFF SUMMARY
(2) DISCLOSURE STATEMENT
(3) RESOLUTION
(4) BID SUMMARY
(5) BID PROPOSAL
(6) CERTIFICATE OF LIABILITY INSURANCE
(7) RECOMMENDATION OF AWARD
(8) POLITICAL CONTRIBUTION FORM

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?

Electronically signed and certified at the date and time indicated by:
Thomas Ednie [TEDNIE@SOURCEPASS.COM]

Dated: 11/21/2025 11:50:55 am

Vendor: Sourcepass Contemporary LLC

Title: President

Business History Form

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

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

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

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

Date: 03/17/2026

1) Proposer's Legal Name: Sourcepass Contemporary LLC

2) Address of Place of Business: 515 Broadhollow Rd

City: Melville State/Province/ Territory: NY Zip/Postal Code: 11747

Country: US

Address: 200 Knickerbocker Ave

City: Bohemia State/Province/ Territory: NY Zip/Postal Code: 11716

Country: US

Start Date: End Date:

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: 11-989-6548

5) Federal I.D. Number: 11-2339385

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?
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 parent company is Sourcepass, Inc. Sourcepass, Inc. has 100% ownership of Sourcepass Contemporary 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.

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 are open to adopt a procedure to notify the County of Sourcepass Contemporary LLC employee changes directly related/assigned to the management of our relationship.

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;

10/19/2022

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.

Chuck Canton
515 Broadhollow Rd
Melville, NY 11747

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

Sourcepass Contemporary LLC does not have any other company officers to disclose and are related to this service relationship with the County.

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

0

vi) Annual revenue of firm;

85015947

vii) Summary of relevant accomplishments

Sourcepass Contemporary, LLC. fka Contemporary Computer Services, Inc. has been a contractor and providing IT Services to the County for over 10 years.

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

B. Indicate number of years in business.

3

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

Sourcepass Contemporary, LLC. fka Contemporary Computer Services, Inc. has been a contractor and providing IT Services to the County for over 10 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	Town of Brookhaven		
Contact Person	W Scott Bradley		
Address	1 Independence Hill		
City	Farminville	State/Province/Territory	NY
Country	US		
Telephone	(631) 451-6607		
Fax #			
E-Mail Address	sbradley@brookhavenny.gov		

Company	Town of Southampton		
Contact Person	John Capone		
Address	116 Hampton Road		
City	Southampton	State/Province/Territory	NY
Country	US		
Telephone	(631) 702-1986		
Fax #			
E-Mail Address	jcapone@southamptontownny.gov		

Company	Sachem School District		
Contact Person	Jack Renda		
Address	51 School Street		
City	Lake Ronkonkoma	State/Province/Territory	NY
Country	US		
Telephone	(631) 471-1725		
Fax #			
E-Mail Address	jrenda@sachem.edu		

I, Thomas Ednie , 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 Ednie , 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: Sourcepass Contemporary LLC

Electronically signed and certified at the date and time indicated by:
Thomas Ednie TEDNIE@SOURCEPASS.COM

President
Title

03/17/2026
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 Ednie
   Date of birth: 11/30/1970
   Home address: 13 Birchwood Court
   City: Bohemia State/Province/Territory: NY Zip/Postal Code: 11716
   Country: US

   Business Address: 515 Broadhollow Rd
   City: Melville State/Province/Territory: NY Zip/Postal Code: 11747
   Country US
   Telephone: 631-218-5233

   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	11/10/2022	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 notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.
I was President of Contemporary Computer Services Inc. (CCSI) before the merger with Sourcepass.

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.
Nassau County awarded CCSI the Computer Maintenance contract in 2022.

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, Thomas Ednie , 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 Ednie , 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.

Sourcepass Contemporary, LLC
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Thomas Ednie TEDNIE@SOURCEPASS.COM

President
Title

03/06/2026 11:22:42 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: Chuck Canton
   Date of birth: 09/25/1985
   Home address: 25 Hilltop Pl
   City: Rye State/Province/ Territory: NY Zip/Postal Code: 10580
   Country: US

   Business Address: 515 Broadhollow Rd, Suite 1400
   City: Melville State/Province/ Territory: NY Zip/Postal Code: 11747
   Country US
   Telephone: 6313390824

   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	12/15/2020	Shareholder	
Chief Exec. Officer	12/15/2020	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.
   100% Ownership of the company

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.

Sourcepass Community Impact Foundation - This is a 501C3 that supports philanthropic initiatives in the markets we serve.

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, Chuck Canton , 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, Chuck Canton , 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.

Sourcepass Contemporary LLC

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Chuck Canton CHUCK@SOURCEPASS.COM

President

Title

01/15/2026 02:43:57 pm

Date

COUNTY OF NASSAU

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

1. Name of the Entity: Sourcepass Contemporary, LLC.

Address: 515 Broadhollow Rd

City: Melville State/Province/Territory: NY Zip/Postal Code: 11747

Country: US

2. Entity's Vendor Identification Number: 11-2339385

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 Tom
Last Name Ednie
MI Suffix
Address 200 Knickerbocker Ave
City Bohemia State/Province/Territory: NY Zip/Postal Code: 11716
Country US
Position President

First Name Charles
Last Name Canton
MI Suffix
Address 515 Broadhollow Rd
City Melville State/Province/Territory: NY Zip/Postal Code: 11747
Country US
Position Chief Exec. Officer

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.

The CEO of our parent company, Sourcepass, Inc. has 100% ownership of Sourcepass Contemporary, LLC.

First Name	Charles				
Last Name	Canton				
MI		Suffix			
Address	515 Broadhollow Rd				
City	Melville	State/Province/ Territory:	NY	Zip/Postal Code:	11747
Country	US				
Position	Chief Exec. Officer				

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.

Sourcepass Inc. holds 100% ownership of Sourcepass Contemporary, 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.

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:
Thomas Ednie [TEDNIE@SOURCEPASS.COM]

Dated: 12/02/2025 04:53:24 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.

BRUCE BLAKEMAN
COUNTY EXECUTIVE

Nancy Stanton
COMMISSIONER

DEPARTMENT OF INFORMATION TECHNOLOGY

March 17,2026

TO: Robert Cleary, Chief Compliance Officer Nassau
County Dept. of Shared Services

Subject: Sole Source – Sourcepass 'Plan B' BPO (Replacing BPNC20000193)

Robert,

Sourcepass is uniquely qualified and effectively the only viable vendor to provide the required mainframe support services for Nassau County due to their exclusive combination of technical expertise and deep institutional knowledge of the County's environment.

The Sourcepass team currently supporting Nassau County consists of mainframe programmers and operators who work onsite and have developed highly specialized knowledge through years of direct, hands-on experience with the County's specific mainframe infrastructure. This includes detailed familiarity with legacy applications, customized system configurations, job scheduling processes, application interdependencies, and established operational and recovery procedures. Much of this knowledge is environment-specific and not fully documented, making it difficult to transfer to an external vendor without significant risk.

Nassau County's core systems rely on aging but mission-critical technologies that require a rare and shrinking skill set in the workforce. While other vendors may possess general mainframe capabilities, they do not have the necessary familiarity with Nassau County's unique systems, workflows, and integrations. Transitioning to a new vendor would require extensive knowledge transfer, introduce a high risk of service disruption, and potentially compromise system stability, security, and continuity of operations.

Please let I.T. know if anything further is needed to approve the creation of the B.P.O.
Thank you.

Sasy Salomon, Deputy Commissioner Of Information Technology
N.C. Dept. of Information Technology

240 OLD COUNTRY ROAD - MINEOLA, NEW YORK 11501 (516) 571-4311
Fax: (516) 571-3918

SOURCEPASS

SOURCEPASS
515 Broadhollow Road
Melville, NY 11747

Dear Mr. Salomon,

Thank you for making Sourcepass aware that we are in jeopardy of being replaced on contract with Nassau County for the County mainframe and data center operations staffing.

Sourcepass is requesting the County reconsider this change. Please review our concerns and reason why we feel the Sourcepass team is critical to the ongoing stability of the mainframe environment and operation, and replacing the Sourcepass team will be more difficult than it may seem.

Subject: Operational Impact of Replacing Current Mainframe Support Personnel

The Sourcepass team of mainframe programmers and operators, working onsite at Nassau County, provides highly specialized technical expertise developed through many years of direct experience with Nassau County's specific mainframe infrastructure, applications, operational procedures, and supporting technologies. This depth of institutional and technical knowledge is critical to maintaining the stability, security, and reliability of the mainframe environment.

The technologies supporting Nassau County's core systems, including legacy applications, customized operational workflows, and tightly integrated infrastructure components require a unique combination of skills that are increasingly rare in the broader workforce. In addition to general mainframe expertise, the current team has detailed familiarity with Nassau County's environment, including system configurations, job scheduling processes, application dependencies, recovery procedures, and historical operational nuances that may not be fully captured in documentation.

Replacing the current personnel would present several significant risks to ongoing operations:

1. Operational Continuity Risk – A transition to new personnel would require a substantial knowledge transfer period before equivalent operational proficiency could be achieved. During this time, the likelihood of operational disruption, delayed incident resolution, and system instability would increase.

2. Loss of Institutional Knowledge – The current team's experience includes years of operational insight, troubleshooting history, and environment-specific knowledge that cannot be easily replicated or quickly transferred.

3. Limited Talent Availability – Professionals with deep experience in enterprise mainframe technologies and large-scale production operations are increasingly difficult to recruit and retain. The pool of candidates with comparable technical depth and operational familiarity is limited.

4. Increased Operational Risk During Transition – Any change in personnel responsible for critical production systems introduces additional risk during onboarding and ramp-up, particularly within complex environments supporting mission-critical workloads.

Because the mainframe platform continues to support essential operational and business functions, maintaining continuity of experienced personnel is an important factor in preserving system reliability and operational efficiency. The current team's proven performance, combined with their detailed knowledge of Nassau County's environment, significantly reduces operational risk and ensures stable support of critical systems.

While alternative staffing approaches may exist in theory, replacing the current team would likely require a prolonged transition period, increased oversight, and acceptance of elevated operational risk until equivalent expertise and environment familiarity could be established.

For these reasons, continuity of the existing team represents the lowest-risk option for maintaining reliable mainframe and data center operations and supporting Nassau County's ongoing mission-critical computing requirements.

Sincerely,

Thomas Ednie

Thomas Ednie

VP of Enterprise Services

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/7/2025

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
Alliant Insurance Services, Inc.
32 Old Slip
New York NY 10005

CONTACT NAME: Michael Hutchinson
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS: Michael.Hutchinson@alliant.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Charter Oak Fire Insurance Com	25615
INSURER B : Travelers Indemnity Company	25658
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED SOURHOL-02
Sourcepass Contemporary, LLC
515 Broadhollow Rd, Ste 1400
Melville , NY 11747

COVERAGES **CERTIFICATE NUMBER:** 1141221947 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	Y		H-630-B5476080-COF-25	9/25/2025	9/25/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ $ $ $ $
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			CUP-A1294469-25-I3	9/25/2025	9/25/2026	EACH OCCURRENCE AGGREGATE 	$ 1,000,000 $ 1,000,000 $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB-3W078697-25-I3-G	9/25/2025	9/25/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
County of Nassau is included as Additional Insured with regards to the General Liability as required by written contract subject to the policy terms and conditions.

CERTIFICATE HOLDER

County of Nassau
1 West Street
Mineloa 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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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED
(Includes Products-Completed Operations If Required By Contract)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and

b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section **III** – Limits Of Insurance.

b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

(b) Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

(a) How, when and where the "occurrence" or offense took place;

(b) The names and addresses of any injured persons and witnesses; and

(c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

(2) If a claim is made or "suit" is brought against the additional insured:

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(a) Immediately record the specifics of the claim or "suit" and the date received; and

(b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

(3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

(4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph **4.**, Other Insurance, of Section **IV** – Commercial General Liability Conditions.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR TECHNOLOGY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. Non-Owned Watercraft – 75 Feet Long Or Less

B. Who Is An Insured – Unnamed Subsidiaries

C. Who Is An Insured – Employees – Supervisory Positions

D. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies

E. Who Is An Insured – Liability For Conduct Of Unnamed Partnerships Or Joint Ventures

F. Blanket Additional Insured – Persons Or Organizations For Your Ongoing Operations As Required By Written Contract Or Agreement

G. Blanket Additional Insured – Broad Form Vendors

H. Blanket Additional Insured – Controlling Interest

I. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers

J. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises

K. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations

L. Medical Payments – Increased Limit

M. Blanket Waiver Of Subrogation

N. Contractual Liability – Railroads

O. Damage To Premises Rented To You

PROVISIONS

A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS

1. The following replaces Paragraph **(2)** of Exclusion **g., Aircraft, Auto Or Watercraft**, in Paragraph **2.** of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

(2) A watercraft you do not own that is:

(a) 75 feet long or less; and

(b) Not being used to carry any person or property for a charge;

2. The following replaces Paragraph **2.e.** of **SECTION II – WHO IS AN INSURED**:

e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:

(1) 75 feet long or less; and

(2) Not being used to carry any person or property for a charge.

B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

b. Such subsidiary is not an insured under similar other insurance.

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No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

a. Before you maintained an ownership interest of more than 50% in such subsidiary; or

b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED – EMPLOYEES – SUPERVISORY POSITIONS

The following is added to Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Paragraphs **(1)(a)**, **(b)** and **(c)** above do not apply to "bodily injury" to a co-"employee" while in the course of the co-"employee's" employment by you arising out of work by any of your "employees" who hold a supervisory position.

D. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph **3.** of **SECTION II – WHO IS AN INSURED**:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization, other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

E. WHO IS AN INSURED – LIABILITY FOR CONDUCT OF UNNAMED PARTNERSHIPS OR JOINT VENTURES

The following replaces the last paragraph of **SECTION II – WHO IS AN INSURED**:

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership or joint venture that otherwise qualifies as an insured under Section **II** – Who Is An Insured.

F. BLANKET ADDITIONAL INSURED – PERSONS OR ORGANIZATIONS FOR YOUR ONGOING OPERATIONS AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

a. Occurs subsequent to the signing of that contract or agreement; and

b. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which that contract or

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agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

G. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

a. Occurs subsequent to the signing of that contract or agreement; and

b. Arises out of "your products" that are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

a. The limits of insurance provided to such vendor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such vendor does not apply to:

(1) Any express warranty not authorized by you or any distribution or sale for a purpose not authorized by you;

(2) Any change in "your products" made by such vendor;

(3) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(4) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";

(5) Demonstration, installation, servicing or repair operations, except such operations performed at such vendor's premises in connection with the sale of "your products"; or

(6) "Your products" that, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

Coverage under this provision does not apply to:

a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or

b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

H. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

a. Such financial control; or

b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph **4.** of **SECTION II – WHO IS AN INSURED**:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

I. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its

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liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such person or organization does not apply to:

(1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or

(2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

J. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

K. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or

b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

L. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph **7.** of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

a. $10,000; or

b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

M. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we

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waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

c. Any easement or license agreement;

2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

O. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or

b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

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A-31-26 additional information

RECEIVED
NASSAU COUNTY
OFFICE OF THE LEGISLATURE
2026 MAY -1 P 2:53

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: 03/17/2026

1) Proposer's Legal Name: Sourcepass Contemporary LLC

2) Address of Place of Business: 515 Broadhollow Rd

City: Melville State/Province/ Territory: NY Zip/Postal Code: 11747

Country: US

Address: 200 Knickerbocker Ave

City: Bohemia State/Province/ Territory: NY Zip/Postal Code: 11716

Country: US

Start Date: End Date:

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: 11-989-6548

5) Federal I.D. Number: 11-2339385

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?
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 parent company is Sourcepass, Inc. Sourcepass, Inc. has 100% ownership of Sourcepass Contemporary LLC. Sourcepass Holdings LLC and Sourcepass Shield Advisory LLC are affiliates.

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.

We are open to adopt a procedure to notify the County of Sourcepass Contemporary LLC employee changes

directly related/assigned to the management of our relationship.

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;
10/19/2022

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.
Chuck Canton
515 Broadhollow Rd
Melville, NY 11747

iii) Name, address and position of all officers and directors of the company. If none, explain.
Sourcepass Contemporary LLC does not have any other company officers to disclose and are related to this service relationship with the County.

iv) State of incorporation (if applicable);
NY

v) The number of employees in the firm;
0

vi) Annual revenue of firm;
85015947

vii) Summary of relevant accomplishments
Sourcepass Contemporary, LLC. fka Contemporary Computer Services, Inc. has been a contractor and providing IT Services to the County for over 10 years.

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

B. Indicate number of years in business.
3

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.
Sourcepass Contemporary, LLC. fka Contemporary Computer Services, Inc. has been a contractor and providing IT Services to the County for over 10 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	Town of Brookhaven		
Contact Person	W Scott Bradley		
Address	1 Independence Hill		
City	Farminville	State/Province/Territory	NY
Country	US		
Telephone	(631) 451-6607		
Fax #			
E-Mail Address	sbradley@brookhavenny.gov		

Company	Town of Southampton		
Contact Person	John Capone		
Address	116 Hampton Road		
City	Southampton	State/Province/Territory	NY
Country	US		
Telephone	(631) 702-1986		
Fax #			
E-Mail Address	jcapone@southamptontownny.gov		

Company	Sachem School District		
Contact Person	Jack Renda		
Address	51 School Street		
City	Lake Ronkonkoma	State/Province/Territory	NY
Country	US		
Telephone	(631) 471-1725		
Fax #			
E-Mail Address	jrenda@sachem.edu		

I, Thomas Ednie , 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 Ednie , 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: Sourcepass Contemporary LLC

Electronically signed and certified at the date and time indicated by:
Thomas Ednie TEDNIE@SOURCEPASS.COM

President
Title

04/28/2026
Date

Nassau County Shared Services,
Office of Purchasing

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2026 MAY -4 P 2:27

Staff Summary A-38-2026

Subject: Light Towers Solicitation #28583-04096-05	Date: April 16, 2026
Department: Shared Services, Office of Purchasing	Vendor Name: CAP Rents Supply LLC
Department Head Name: Melissa Gallucci	Contract Number: A-38-2026
Department Head Signature: Melissa Gallucci	Contract Manager Name: Maria Mangibin, Buyer

Internal Approvals			
Date & Initial	**Approval**	**Date & Initial**	**Approval**
4/22/2026	Chief Procurement Officer	5/4/26	Budget
4/29/26	County Attorney	5/4/26	County Executive
4/21/26	Insurance		

Rev. 03/2024

Significant Adverse Information Identified? Yes ○ / No ◉ (If Yes, attach memo.)

Purpose: To authorize and award a purchase order for Light Towers for the Nassau County Police Department.

Discussion: This solicitation was advertised in The NY Post, New York State Contract Reporter and posted to the Nassau County Bid Solicitation Board. Minority Affairs was also notified of this solicitation.

Vendors Viewed the solicitation: 62

- 14 Woman Owned business
- 17 Minority (African/American)
- 36 Small Business
- 3 Service Disabled (Veteran) Owned
- 2 Veteran Owned Business
- __ None of the Above

Vendors bid on this solicitation: 3

- 2 Woman Owned Business
- 0 Minority (African/American)
- 3 Small Business
- 0 Service Disabled (Veteran) Owned
- 0 Veteran Owned Business
- __ None of the Above

The Identified lowest responsible bidder is CAP Rents Supply LLC. They are listed in the Woman Owned Business and Small Business categories.

Impact on Funding/Term: The maximum amount authorized under this purchase order, including any renewal options that may be exercised by the Commissioner of Shared Services, shall be One Hundred Thirty-Six Thousand Three Hundred Thirty-One Dollars Twenty -Two Cents ($136,331.22) from Capital funds (PWCAPCAP, Project 50622).

Recommendation: Department of Shared Services, Office of Purchasing recommends an award be given to CAP Rents Supply LLC as the lowest responsible bidder meeting specifications.

COUNTY OF NASSAU

INTER – DEPARTMENTAL MEMO

TO: CLERK OF THE COUNTY LEGISLATURE **A-38-2026**

FROM: MELISSA GALLUCCI - COMMISSIONER OF SHARED SERVICES

DATE: April 16, 2026

SUBJECT: RESOLUTION– NASSAU COUNTY POLICE DEPARTMENT

THIS RESOLUTION IS RECOMMENDED BY THE COMMISSIONER OF SHARED SERVICES TO AUTHORIZE AN AWARD AND TO EXECUTE A PURCHASE ORDER IN THE AMOUNT OF ONE HUNDRED THIRTY-SIX THOUSAND THREE HUNDRED THIRTY-ONE DOLLARS AND TWENTY-TWO CENTS ($136,331.22) ON BEHALF OF THE NASSAU COUNTY POLICE DEPARTMENT TO CAP RENTS SUPPY LLC FOR THE PURCHASE OF LIGHT TOWERS.

THE ABOVE DESCRIBED DOCUMENT ATTACHED HERETO IS FORWARDED FOR YOUR REVIEW AND APPROVAL AND SUBSEQUENT TRANSMITTAL TO THE RULES COMMITTEE FOR INCLUSION IN ITS AGENDA.

Melissa Gallucci

MELISSA GALLUCCI
COMMISSIONER OF SHARED SERVICES

VB: gb
ENCL: (1) STAFF SUMMARY
(2) DISCLOSURE STATEMENT
(3) RESOLUTION
(4) BID SUMMARY
(5) BID PROPOSAL
(6) CERTIFICATE OF LIABILITY INSURANCE
(7) RECOMMENDATION OF AWARD
(8) POLITICAL CONTRIBUTION FORM

RULES RESOLUTION 2026

A RESOLUTION AUTHORIZING THE COMMISSIONER OF SHARED SERVICES TO AWARD AND EXECUTE A PURCHASE ORDER BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF NASSAU COUNTY POLICE DEPARTMENT, AND CAP RENTS SUPPLY LLC.

WHEREAS, the NASSAU COUNTY DEPARTMENT OF SHARED SERVICES, OFFICE OF PURCHASING has received competitive bids under sealed bid solicitation #28583-04096-051 for Light Towers for the Nassau County Police Department, as more particularly described in the bid document; and

WHEREAS, the Commissioner of Shared Services is representing to the Rules Committee that Cap Rents, LLC submitted the lowest responsible bid and meets all specifications for the product and/or services described in the said bid document as determined by the Commissioner of Shared Services.

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the Commissioner of Shared Services to award and execute the said Purchase Order with Cap Rents, LLC.

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?

County Executive - Nassau County Republican Committee

Electronically signed and certified at the date and time indicated by:
Matt Romano [MR@CAPRENTS.COM]

Dated: 04/13/2026 07:32:42 am

Vendor: Cap Rents

Title: manager

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 CAPORASO
   Date of birth: 11/19/1955
   Home address: 82 I U Willets Road
   City: Old Westbury State/Province/ Territory: NY Zip/Postal Code: 11568
   Country: US

   Business Address: 1811 43rd Street
   City: Astoria State/Province/ Territory: NY Zip/Postal Code: 11105
   Country US
   Telephone: 7182048400

   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)			

   Type: Other
   Description: MEMBER
   Start Date: 09/01/2001

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

24.50%

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 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, FRANK CAPORASO , 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 CAPORASO , 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.

CAP RENTS SUPPLY, LLC

Name of submitting business

Electronically signed and certified at the date and time indicated by:
FRANK CAPORASO CAPEQUIPMENT@AOL.COM

MEMBER

Title

04/14/2026 01:18:37 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: MARY ELIZABETH CAPORASO
   Date of birth: 07/23/1957
   Home address: 82 IU WILLETS ROAD
   City: OLD WESTBURY State/Province/Territory: NY Zip/Postal Code: 11568
   Country: US

   Business Address: 1811 43rd Street
   City: Astoria State/Province/Territory: NY Zip/Postal Code: 11105
   Country US
   Telephone: 7182048400

   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)			

   Type: Other
   Description: MEMBER
   Start Date: 09/01/2001

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

25.50%

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 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, MARY ELIZABETH CAPORASO , 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 ELIZABETH CAPORASO , 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.

CAP RENTS SUPPLY, LLC

Name of submitting business

Electronically signed and certified at the date and time indicated by:
MARY ELIZABETH CAPORASO BETHCAPORASO@GMAIL.COM

MEMBER

Title

04/14/2026 01:27:23 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: Vincent Caporaso
   Date of birth: 06/23/1980
   Home address: 3424 Silverton Ave
   City: wantagh State/Province/ Territory: NY Zip/Postal Code: 11793
   Country: US

   Business Address: 1816 45th street
   City: astoria State/Province/ Territory: NY Zip/Postal Code: 11105
   Country US
   Telephone: 7182048400

   Other present address(es):
   City: wantagh State/Province/ Territory: NY Zip/Postal Code: 11793
   Country: US
   Telephone: 7189324100

   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)			

   Type: Other
   Description: member
   Start Date: 06/01/2001

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

12.7%

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 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, Vincent Caporaso , 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 Caporaso , 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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Cap Rents Supply LLC

Name of submitting business

Electronically signed and certified at the date and time indicated by:
vincent caporaso CAPEQUIPMENTRENTALSINC@GMAIL.COM

Member

Title

04/14/2026 11:57:01 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: RACHEL CAPORASO
   Date of birth: 05/22/1988
   Home address: 82 IU WILLETS ROAD
   City: Old Westbury State/Province/ Territory: NY Zip/Postal Code: 11568
   Country: US

   Business Address: 1811 43rd Street
   City: Astoria State/Province/ Territory: NY Zip/Postal Code: 11105
   Country US
   Telephone: 7182048400

   Other present address(es): 1811 43rd Street
   City: Astoria State/Province/ Territory: NY Zip/Postal Code: 11105
   Country: US
   Telephone: 7182048400

   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)			

   Type: Other
   Description: MEMBER
   Start Date: 07/01/2010

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

12.75%

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 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, RACHEL CAPORASO , 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, RACHEL CAPORASO , 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.

CAP RENTS SUPPLY, LLC

Name of submitting business

Electronically signed and certified at the date and time indicated by:
RACHEL CAPORASO CAPEQRC@GMAIL.COM

MEMBER

Title

04/14/2026 11:50:32 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.

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1. Principal Name: Elizabeth Caporaso
Date of birth: 11/01/1981
Home address: 65 dogwood ave

City:	roslyn harbor	State/Province/ Territory:	NY	Zip/Postal Code:	11576
Country:	US				

Business Address: 1860 45th st

City:	astoria	State/Province/ Territory:	NY	Zip/Postal Code:	11105
Country	US				
Telephone:	7189324100				

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)			

Type: Other
Description: member
Start Date: 09/01/2001

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

12.75%

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.

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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, elizabeth caporaso , 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, elizabeth caporaso , 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.

cap rents supply llc

Name of submitting business

Electronically signed and certified at the date and time indicated by:
elizabeth caporaso LIZCAP@GMAIL.COM

member

Title

04/14/2026 05:18:23 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: JENNA CAPORASO
   Date of birth: 06/08/1984
   Home address: 26 FOX HOLLOW LANE
   City: OLD WESTBURY State/Province/ Territory: NY Zip/Postal Code: 11568
   Country: US

   Business Address: 1811 43rd Street
   City: Astoria State/Province/ Territory: NY Zip/Postal Code: 11105
   Country US
   Telephone: 7182048400

   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)			

   Type: Other
   Description: MEMBER
   Start Date: 09/01/2006

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

12.75%

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 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, JENNA CAPORASO , 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, JENNA CAPORASO , 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.

CAP RENTS SUPPLY, LLC

Name of submitting business

Electronically signed and certified at the date and time indicated by:
JENNA CAPORASO BKEEPER646@GMAIL.COM

MEMBER

Title

04/14/2026 01:21:35 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: 03/31/2026

1) Proposer's Legal Name: Cap Rents Supply, llc

2) Address of Place of Business: 1811 43rd Street

City: Astoria State/Province/ Territory: NY Zip/Postal Code: 11105

Country: US

3) Mailing Address (if different): 1811 43rd St

City: Astoria State/Province/ Territory: NY Zip/Postal Code: 11105

Country: US

Phone: (718) 932-4100

Does the business own or rent its facilities? Own If other, please provide details:

4) Dun and Bradstreet number:

5) Federal I.D. Number: 11-3573610

6) The proposer is a: Other (Describe) LLC

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.

Pertaining to any future conflicts of interest, Cap Rents would adopt the following procedures: (1) If a conflict of interest should arise, guidance will be sought from Nassau County. (2) If a conflict of interest should arise, Cap Rents would take the proper measures to correct the situation, (3) Should we hire an employee with a family relationship with a county public servant that might be construed as a possible conflict of interest we would prohibit that employee from being involved in any way with bidding, billing, payment or any other function with the county.

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;

09/01/2000

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.

MEMBERS:

FRANK CAPORASO
82 IU WILLETS ROAD
OLD WESTBURY, NY 11568

MARY ELIZABETH CAPORASO
82 IU WILLETS ROAD
OLD WESTBURY, NY 11568

VINCENT CAPORASO
3424 SILVERTON AVENUE
WANTAGH, NY 11793

RACHEL CAPORASO
82 IU WILLETS ROAD
OLD WESTBURY, NY 11568

ELIZABETH CAPORASO
65 DOGWOOD AVENUE
ROSLYN, NY 11577

JENNA CAPORASO
26 FOX HOLLOW LANE
OLD WESTBURY, NY

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

None. It is an LLC

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

33

vi) Annual revenue of firm;

950000

vii) Summary of relevant accomplishments

FAMILY RUN BUSINESS FOR 57 YEARS IN TOTAL

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

B. Indicate number of years in business.

26

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

FAMILY RUN BUSINESS FOR 57 YEARS IN TOTAL INVOLVING ALL SIZE CONSTRUCTION EQUIPMENT MACHINES INVOLVING RENTALS, SALES, AND SERVICE.

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	PCM CONTRACTING		
Contact Person	TOM MAGUIRE		
Address	2470 VICTORY BLVD.		
City	STATEN ISLAND	State/Province/Territory	NY
Country	US		
Telephone	(917) 709-1708		
Fax #			
E-Mail Address	TMAGUIRE@PCMCONTRACTING.COM		

Company	ELECNOR HAWKEYE		
Contact Person	JP MODA		
Address	100 MARCUS AVENUE		
City	HAUPPAGE	State/Province/Territory	NY
Country	US		
Telephone	(516) 242-5523		
Fax #			
E-Mail Address	JPMODA@ELECNORHAWKEYELLC.COM		

Company	RESTANI CONSTRUCTION		
Contact Person	LUIGI PEDALINO		
Address	42-04 BERRIAN BLVD.		
City	ASTORIA	State/Province/Territory	NY
Country	US		
Telephone	(646) 220-6508		
Fax #			
E-Mail Address	LPEDALINO@RESTANI.COM		

I, RACHEL CAPORASO , 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, RACHEL CAPORASO , 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: CAP RENTS SUPPLY, LLC

Electronically signed and certified at the date and time indicated by:
RACHEL CAPORASO CAPEQRC@GMAIL.COM

MEMBER
Title

04/14/2026
Date

COUNTY OF NASSAU

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

1. Name of the Entity: Cap Rents Supply, LLC

Address: 1811 43rd Street

City: Astoria State/Province/Territory: NY Zip/Postal Code: 11105

Country: US

2. Entity's Vendor Identification Number: 11-3573610

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):

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.

LLC MEMBERS:

FRANK CAPORASO
82 IU WILLETS ROAD
OLD WESTBURY, NY 11568

MARY ELIZABETH CAPORASO
82 IU WILLETS ROAD
OLD WESTBURY, NY 11568

VINCENT CAPORASO
3424 SILVERTON AVENUE
WANTAGH, NY 11793

RACHEL CAPORASO
82 IU WILLETS ROAD
OLD WESTBURY, NY 11568

ELIZABETH CAPORASO
65 DOGWOOD AVENUE
ROSLYN, NY 11577

JENNA CAPORASO
26 FOX HOLLOW LANE
OLD WESTBURY, NY 11568

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:
RACHEL CAPORASO [MR@CAPRENTS.COM]

Dated: 04/17/2026 01:01:23 pm

Title: MEMBER

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.

FORMAL SEALED BID PROPOSAL

STATE OF NEW YORK

COUNTY OF NASSAU

BID NUMBER
28583-04096-151
Date: 3/12/2026

BIDS WILL BE RECEIVED AND OPENED AT OFFICE OF PURCHASING, 1 WEST STREET, NORTH ENTRANCE, MINEOLA, NEW YORK 11501
OFFICE HOURS 9 AM – NOON & 1 PM – 4:45 PM

BID OPENING DATE
April 9, 2026
11:00 A.M. E.S.D.T

Buyer: :	TELEPHONE:	REQUISITION NUMBER
Maria Mangibin mmangbin@nassaucountyny.gov	516-571-4069	RQPD26000028

OFFICE OF PURCHASING
APR 09 2026
OPENED 11AM

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

BID TITLE: LIGHT TOWERS

- **ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED**

THE UNDERSIGNED BIDDER AFFIRMS AND DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE ADVERTISED INVITATION FOR BIDS, THE BID TERMS AND CONDITIONS, AND DETAILED SPECIFICATIONS, AND CERTIFIES THAT THIS BID IS SIGNED WITH FULL KNOWLEDGE AND ACCEPTANCE OF ALL THE PROVISIONS THEREOF AND OFFERS AND AGREES, IF THIS BID IS ACCEPTED WITHIN NINETY (90) DAYS FROM THE BID OPENING DATE TO FURNISH ANY OR ALL THE ITEMS UPON WHICH PRICES ARE HEREINAFTER QUOTED IN THE QUANTITY AND AT THE PRICES BID.

CASH DISCOUNT OF _____ PERCENT WILL BE ALLOWED FOR PROMPT PAYMENT WITHIN 20 BUSINESS DAYS.

THE BIDDER CERTIFIES THAT: (A) THE BID HAS BEEN ARRIVED AT BY THE BIDDER INDEPENDENTLY AND HAS BEEN SUBMITTED WITHOUT COLLUSION WITH ANY OTHER VENDOR OF MATERIALS, SUPPLIES OR EQUIPMENT OF THE TYPE DESCRIBED IN INVITATION FOR BIDS, AND (B) THE CONTENTS OF THE BID HAVE NOT BEEN COMMUNICATED BY THE BIDDER, NOR, TO ITS BEST KNOWLEDGE AND BELIEF, BY ANY OF ITS EMPLOYEES OR AGENTS, TO ANY PERSON NOT AN EMPLOYEE OR AGENT OF BIDDER OR ITS SURETY ON ANY BOND FURNISHED HEREWITH PRIOR TO OFFICIAL OPENING OF THE BID.

DELIVERY MADE TO:	GUARANTEED DELIVERY DATE
Nassau County Police Department Fleet Service Bureau 101 Grumman Road West Bethpage, NY 11714	171 DAYS AFTER RECEIPT OF ORDER EMPLOYERS FEDERAL TAX ID NUMBER 11-3573610

TOLL FREE TELEPHONE NUMBER:
BIDS MUST BE SIGNED BY PROPRIETOR, PARTNER OR OFFICER AUTHORIZED TO SIGN FOR CORPORATION

NAME OF BIDDER	CAP RENTS SUPPLY LLC. EMAIL MR@CAPRENTS.COM
ADDRESS	18-16 45TH STREET
CITYSTATEZIP CODETELEPHONE	ASTORIA, NY 11105 718-932-4102
SIGNATURE OF AUTHORIZED INDIVIDUAL	MATT ROMANO, MANAGER PRINT OR TYPE NAME OF SIGNER AND TITLE

IN EXECUTING THIS BID, THE BIDDER WARRANTS THAT THE PRICES SUBMITTED HEREIN ARE NOT HIGHER THAN THOSE OFFERED TO ANY GOVERNMENTAL OR COMMERCIAL CONSUMER FOR LIKE DELIVERIES. THE PRICES HEREIN SHOULD NOT INCLUDE ANY FEDERAL EXCISE TAXES OR SALES TAXES IMPOSE BY ANY STATE OR MUNICIPAL GOVERNMENT. SUCH TAXES, IF INCLUDED, MUST BE DEDUCTED BY THE BIDDER WHEN SUBMITTING BID. BIDDERS ARE REQUESTED TO ALSO READ THE TERMS AND CONDITIONS.

BID TERMS AND CONDITIONS

1. Bids on equipment must be on standard new equipment, latest model, except as otherwise specifically stated in proposal or detailed specification. Where any part of nominal appurtenances of equipment is not described, it shall be understood that all equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.
2. Bids on materials and supplies must be for new items except as otherwise specifically stated in bid or detailed specifications.
3. Bidder declares that the bid is made without any connection with any other Bidder, submitting a bid for the same items, and is in all respects fair and without collusion or fraud.
4. PRICES The provisions of the New York State Fair Trade Law (Fed-Crawford Act) and the federal price discrimination law (Robinson-Patman Act) do not apply to purchases made by the County.
5. SURETY In the event that an award is made hereunder, The Director of Purchase reserves the right to request successful bidders to post, within one week, security for faithful performance, with the understanding that the whole or any part thereof may be used by the County of Nassau to supply any deficiency that may arise from any default on the part of the Bidder. Such security must meet all the requirements of the County Attorney and be approved by the County Attorney.

6. SAMPLES, when required, must be submitted strictly in accordance with instructions; otherwise bid may not be considered. If samples are requested subsequent to bid opening, they shall be delivered within five (5) days of the request for bid to have consideration. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating if the Bidder desires their return; also specifying the address to which they are to be returned, provided they have not been used or made useless by tests. Award samples may be held for comparison with deliveries. Samples will be returned at the Bidders risk and expense.

7. Award The Director, Office of Purchasing reserves the right before making award to make investigations as to whether or not the items, qualifications or facilities offered by the Bidder meet the requirements set forth herein and are sample and sufficient to insure the proper performance in the event of award. The Bidder must be prepared, if requested by the Director, to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery and capacity of the manufacturer for the production and distribution of the material on which he is bidding. Upon request of the Director, successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bids are not complied with or that articles or equipment proposed to be furnished do not meet the requirements called for, or that the qualification, financial standing or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the Director to make any examinations before award; and it is further understood that, if such examination is made, it in no way relieves the Bidder from fulfilling all requirements and conditions of the bid.

8. Awards will be made to the lowest responsible Bidder. Cash discounts will not be a factor in determining awards, except in tie bids. Consideration will be given to the reliability of the Bidder, the quantities of the materials, equipment or supplies to be furnished, their conformity with the specifications, the purpose for which required and the terms of delivery.

9. The Director reserves the right to reject and all bids in whole or in part and to waive technical defects, irregularities and omissions if in his judgment the best interests of the County will be served.

10. Unless otherwise indicated herein, the Director reserves the right to make award by items, by classes, by group of items, or as a whole.

11. DELIVERIES Upon failure of the Vendor to deliver within the time specified, or within reasonable time as interpreted by the Director, or failure to make replacement of rejected articles, when so requested immediately or as directed by the Director, the Director may purchase from other sources to take the place of the item rejected or not delivered. The Director reserves the right to authorize immediate purchase from other sources against rejections on any order when necessary. On all-such purchases the Vendor agrees to promptly reimburse the County for excess cost occasioned by such purchases. Should the cost be less, the Vendor shall have no claim to the difference. Such purchases will be deducted from order quantity.

12. An order may be canceled at the Vendors expense upon nonperformance. Failure of the Vendor to furnish additional surety within ten (10) days from date of requested shall be sufficient cause for the cancellation of the order.

13. When in the determination of the Director, the articles or equipment delivered fail to meet County specifications or, if in the determination of the Director, the Vendor consistently fails to deliver as ordered, the Director reserves the right, to cancel the order and purchase the balance from other sources at Vendor expense.

14. Delivery must be made as ordered and in accordance with the bid. If delivery instructions do not appear on order. It will be interpreted to mean prompt delivery. The decision of the Director as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the Vendor.

15. The County Agencies will not schedule any deliveries for Saturdays, Sundays or Legal Holiday, except commodities required for daily consumption or where the delivery is an emergency, a replacement, or is overdue, in which event the convenience of the Agency will govern.

16. Supplies shall be securely and properly packed for shipment, according to accepted commercial practice, without extra charge for packing cases, reels, bailing or sacks, the containers to remain the property of the agency unless definitely stated otherwise in the bid.

17. The Vendor shall be responsible for delivery of supplies in good condition at point of destination. The Vendor shall file all claims with carrier for breakage, imperfections and other losses, which will be deducted from invoices. The receiving Agency will note for the benefit of Vendor when packages are not received in good conditions.

18. All supplies which are customarily labeled or identified must have securely affixed thereto the original un-mutilated label or marking of the manufacturer.

19. Billings for deliveries must be rendered on County claim forms.

20. Furniture, machines, and other equipment must be delivered, installed and set in place as directed, ready for use unless otherwise specified.

21. Deliveries are subject to reweighing at destination by the County and payment will be made on the basis of materials delivered. Normal shrinkage will be allowed in such instances where shrinkage is possible. Short weight shall be sufficient cause for cancellation of order at Vendors expense.

22. GUARANTEES BY BIDDER Bidder hereby guarantees: (a) To save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance hereof of which the Bidder is not the Patentee, assignee or licensee, and to defend any action brought against the County in the name of the County and under the direction of the County Attorney at the sole cost of the Bidder or in the sole option of the Director to pay the cost of such defense to the County. (b) His products against defective material or workmanship and to repair any damages or marring occasioned in transit.

(c) To furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workmen are responsible, to the building or equipment, to this own work or the work of other Vendors, or in the opinion of the Director to pay for the same by deductions in payments due under this contract.

(d) To pay for ail permits, licenses and fees and give all notices and comply with all laws ordinances, rules and regulations of the city, village or town in which the installation his to be made, and of the County of Nassau and the State of New York.

(e) To carry proper insurance in the opinion of the Director, and approved by the County Attorney to protect the County from loss in case of accident, fire and theft.

(f) That he will keep himself fully informed, of all municipal ordinances and regulations, state and national laws in any manner affecting the work or goods herein specified, and any extra work contracted for by him, and shall at all times observe and comply with said ordinances, laws and regulations, including all provisions of the Workmen Compensation and Labor Laws, and shall indemnify and save harmless the County of Nassau and the Nassau County Legislature from loss and liability upon any and all Claims on account of any physical injury to persons, including death, or damage to property and from all cost and expenses in suits which may be brought against the same on account of such injuries irrespective of the actual cost of the same and irrespective of whether the same shall have been due to the negligence of the Bidder or his agents.

(g) That the items furnished shall conform to all the provisions of the bid and this warranty shall survive acceptance or use of any material so furnished.

(h) That all deliveries will not be inferior to the accepted bid sample.

23. LABOR LAWS and ANTIDISCRIMINATION. Upon the vendor acceptance hereof, the vendor agrees to comply with Article IX, Section 2 C of the Constitution of the State of New York, Section 220 220a, 220b, 220d, 220e and 230 of the Labor Law, Section 5 and 12 of the Lien Law, Article 2 of the Uniform Commercial Code, Sections 108 and 109 as well as Article 18 of the General Municipal Law, Section 2218 of the County Government Law of Nassau County. Section 224.2 of the Nassau County Administrative Code, the provisions of the anti-Discrimination Order of Nassau County, and the vendor shall keep himself fully informed of all additional municipal ordinances and regulations, State and National Laws in any manner affecting this order and the goods or services delivered or rendered or to be delivered or rendered there under, and shall at all times observe and comply with said ordinances, laws and regulations at his sole cost and expense.

24. ASSIGNMENT. The contractor is hereby prohibited from assigned, transferring, conveying, subletting or otherwise disposing of this contract or his right, title, or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract.

25. The County of Nassau will not be responsible nor liable for any shipment or delivery of any materials, supplies, or equipment without it's express written instructions or valid Purchase Order.

26. No agreements, changes, modifications or alterations shall be deemed effective nor shall the same be binding upon the County unless in writing and signed by the Director, Office of Purchasing or his duly/ designated representative.

Director. Office of Purchasing

DISCLOSURE STATEMENT

THE NASSAU COUNTY LEGISLATURE REQUIRES THE FOLLOWING INFORMATION PRIOR TO CONSIDERATION FOR AN AWARD.

Bidders Name: CAP NETS SUPPLY LLC.

Address: 18-16 45TH STREET, ASTORIA NY 11105

Telephone No: Fax No: 718-932-4100, 718-932-8971

1. State Whether: A Corporation _____

LLC ✓ Individual _____

Partnership _____

GUIDELINES FOR DISCLOSURE

THE NASSAU COUNTY LEGISLATURE REQUIRES THE NAMES AND HOME* ADDRESSES OF ALL PRINCIPALS. DISCLOSURE MUST BE PROVIDED AS INDICATED BY TYPE OF OWNERSHIP. (PLEASE LIST ALL REQUIRED INFORMATION ON A SEPARATE SHEET AND ATTACH TO BID.)

1) Sole Proprietorship/Individual. The Name and Home Address of the Sole Proprietorship/Individual.

2) Closely Held Corporation. The Name and Home Addresses of all Shareholders, Officers and Directors.

3) Publicly Traded Corporation. Only the page(s) of the SEC FORM 10-K setting forth the name of all officers and directors.

4) Not for Profit Corporation. The Names and Home Addresses of all members, Officer and Directors.

5) Partnership. The Names and Home Address of all General and Limited Partners.

6) Limited Liability Company. The Names and Home Addresses of all Members.

7) Limited Liability Partnership. The Name and Home Addresses of all Members.

8) Joint Venture. The Names and Home Addresses of all Joint Ventures.

NOTE: IF ANY ENTITY IS TIERED, YOU MUST ALSO LIST ALL INDIVIDUAL PRINCIPALS OF THE TIERED ENTITY.
*IN THE CASE OF PUBLICLY TRADED CORPORATIONS THE SEC FORM 10K SUFFICES AND HOME ADDRESSES ARE NOT NECESSARY.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ MANAGER

BIDDER **TITLE**



Contractors Equipment & Supplies
Rentals • Sales • Service

18-16 45th Street
Astoria, NY 11105

Tel# (718)932-4100
Fax# (718) 932-8971

LLC MEMBERS:

FRANK CAPORASO
1825 43rd Street,
Astoria, NY 11105

VINCENT CAPORASO
1825 43rd Street
Astoria, NY 11105

RACHEL NEGRON
1825 43rd Street
Astoria, NY 11105

ELIZABETH LAURINO
1825 43rd Street
Astoria, NY 11105

JENNA CICCOTTO
1825 43rd Street
Astoria, NY 11105

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEWYORK

FORMAL SEALED BID PROPOSAL
28583-04096-151

QUALIFICATION STATEMENT

BIDDER'S NAME: CAPMENTS SUPPLY LLC.

ADDRESS: 18-16 45TH ST. ASTORIA, NY 11105

1. STATE WHETHER: CORPORATION _____ INDIVIDUAL _____ PARTNERSHIP _____ LLC ✓

2. IF A CORPORATION OR PARTNERSHIP LIST NAME(S) AND ADDRESS(S) OF OFFICER(S) OR MEMBER(S) NA
   PRESIDENT

   VICE PRESIDENT

   SECRETARY

   TREASURER

3. HAVE YOU FILED A QUALIFICATION STATEMENT WITH THE COUNTY OF NASSAU? NO
   IF SO WHEN?

4. HOW MANY YEARS HAS YOUR ORGANIZATION BEEN IN BUSINESS UNDER YOUR PRESENT NAME? 2J

5. HAVE YOU, OR YOUR FIRM, EVER FAILED TO COMPLETE ANY WORK AWARDED TO YOU? NO
   IF SO, WHERE AND WHY?

6. IN WHAT OTHER LINES OF BUSINESS ARE YOU OR YOUR FIRM INTERESTED? CONSTRUCTION EQUIPMENT RENTALS, SALES, & SERVICE.

7. WHAT IS THE EXPERIENCE OF THE PRINCIPAL INDIVIDUALS OF YOUR ORGANIZATION RELATING TO THE SUBJECT OF THIS BID?

INDIVIDUALS NAME	PRESENT POSITION	YEARS OF EXPERIENCE	MAGNITUDE AND TYPE OF WORK	IN WHAT CAPACITY
MATT ROMANO	MANAGER	CONSTRUCTION EQPT.	RENTALS, SALES, SERVICE	19 YEARS

8. IN WHAT MANNER HAVE YOU INSPECTED THIS PROPOSED WORK? EXPLAIN IN DETAIL
We went through specific model and extras needed by Nassau County directly with the manufacturer representative.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ **BIDDER** MANAGER **TITLE**

9. THE CONTRACT, IF AWARDED TO YOU OR YOUR FIRM, WILL HAVE THE PERSONAL SUPERVISION OF WHOM? GIVE NAME AND PRESENT POSITION

MATT ROMANO, MANAGER

10. BIDDERS ARE REQUIRED TO COMPLETE THIS FORM PROVIDING THREE (3) REFERENCES OF PAST PERFORMANCE. REFERENCES SHOULD INVOLVE PROJECTS AND/OR SERVICE SITUATIONS OF SIMILAR SIZE AND SCOPE TO THIS BID. REFERENCES MUST HAVE HAD DEALING WITH THE BIDDER WITHIN THE LAST THIRTY-SIX (36) MONTHS. THE COUNTY RESERVES THE RIGHT TO CONTACT ANY OR ALL OF THE REFERENCES SUPPLIED FOR AN EVALUATION OF PAST PERFORMANCE IN ORDER TO ESTABLISH THE RESPONSIBILITY OF THE BIDDER BEFORE THE ACTUAL AWARD OF THE BID AND/OR CONTRACT. COMPLETION OF THE REFERENCE FORM IS REQUIRED.

NASSAU COUNTY (AND ANY OF ITS AGENCIES) MAY BE LISTED AS AN ADDITIONAL REFERENCE, BUT MAY NOT BE SUBSTITUTED FOR ANY OF THE THREE REQUIRED REFERENCES.

1. REFERENCE'S NAME: J.P. MODA - ELECNON HAWKEYE
   ADDRESS: 100 MARCUS AVENUE
   HAMPPAGE, NY 11788
   TELEPHONE: 516-242-5523 CONTACT PERSON J.P. MODA
   CONTRACT DATE:

2. REFERENCE'S NAME: P.C.M CONTRACTING CORP.
   ADDRESS: 2470 VICTORY BLVD.
   STATEN ISLAND, NY 10314
   TELEPHONE: 917-709-1708 CONTACT PERSON TOM MAGUIRE
   CONTRACT DATE:

3. REFERENCE'S NAME: RESTANI CONSTRUCTION CORP.
   ADDRESS: 42-04 BELDAN BLVD.
   ASTORIA, NY 11105
   TELEPHONE: 646-220-6508 CONTACT PERSON LUIGI PEDALINO
   CONTRACT DATE:

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BIDDER SIGN HERE _____ **BIDDER** MANAGER **TITLE**

USE SEPARATE PAGE IF ADDITIONAL SPACE IS NEEDED.

I certify that all the statements contained in this document are true, complete and correct to the best of my knowledge and belief and are made in good faith, including data contained in the Organization's Relevant Experience. A false certification or failure to disclose information shall be grounds for disqualification or termination of any award.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ MANAGER

BIDDER **TITLE**

IRAN DIVESTMENT ACT COMPLIANCE CERTIFICATION

Pursuant to General Municipal Law Section 103-g, which generally prohibits the County from entering into contracts with persons engaged in investment activities in the energy sector of Iran, the Bidder submits the following certification:

PLEASE CHECK ONE:

☑ By submission of this Bid, I certify, and in the case of a joint Bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of my knowledge and belief, that the Bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.

OR

☐ I am unable to certify that the Bidder does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. I have attached a signed statement setting forth in detail why I cannot so certify.

Dated: 3/31/26

(Signature of Bidder)

Print Name: MATT ROMANO

Print Title: MANAGER

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ MANAGER

BIDDER **TITLE**

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, upgrading's, 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, upgrading's, 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, including the 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.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ MANAGER
BIDDER **TITLE**

(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 therefore 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 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, blueprints 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.

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.

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.

Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

1) 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;
2) 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;
3) All Participating Employees have completed the acknowledgement required by the Vendor Code of Ethics;
4) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent under this Agreement;
5) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgements as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgements for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and
6) 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 under this Agreement.

INDEMNIFICATION:

Contractor agrees to indemnify and hold harmless County and its agents, officers and employees, from and against any and all losses, costs, expenses (including attorneys' fees and disbursements), damages and liabilities, arising out of or in connection with any acts or omissions of Contractor, its officers, agents or employees, provided, however, that Contractor shall not be responsible for that portion, if any, of a loss that is caused by the negligence of the County; and provided, further, that Contractor shall not be liable for consequential, indirect or special damages. Contractor shall, at County's demand and at County's direction, defend at its own risk and expense any and all suits, actions or legal proceedings which may be brought against County, its agents, officers or employees in connection with a loss for which Contractor is responsible under this paragraph.

DEFINITIONS:

- The term "County" as used herein, shall be deemed as reference to the County of Nassau, State of New York.
- The term "Contractor" as used herein, shall be deemed as reference to the successful bidder, vendor, proprietor, partnership, or corporation receiving an award to perform any or all of the services specified herein in accordance with the terms of this agreement.
- The term "agency" as used herein, shall be deemed as the department, division, bureau, office, agency or other Nassau County establishment authorized to receive the service specified herein.
- The term "Director" as used herein, shall be deemed as reference to the Director of the Office of Purchasing.
- The term "Blanket Order" as used herein, shall be deemed as the multiple use pricing agreement as a result of this bid.
- The term "Purchase Order" as used herein, shall be deemed as the single use pricing agreement as a result of this bid.
- The term "complete" as written in this bid must include all equipment, delivery and installation of same in its entirety, as listed in the contract documents, and is to include all supervision, labor, materials, plant equipment, transportation, testing, (if required) incidentals, and other facilities as necessary and/or required to execute all the work as herein specified, or as incidentally required to provide a complete operating installation.

NOTE: INSERT FEDERAL IDENTIFICATION NUMBER IN SPACE PROVIDED ON PAGE 1.

M/WBE, SDVOB and DBE Participation: The County encourages the participation of certified Service-Disabled Veteran-Owned Businesses ("SDVOB"), Minority or Women-Owned Business Enterprises ("M/WBE"), and Disadvantaged Business Enterprises ("DBE") in the bidding process. A Contractor that is certified by New York State or the County as a SDVOB, M/WBE, and/or DBE should include this information in their bid. For more information regarding the County's SDVOB, M/WBE, or DBE programs, please visit the Nassau County Office of Minority Affairs website

IMPORTANT

PRICE MUST BE INSERTED WITH TYPEWRITER OR INK. BIDS MUST BE SIGNED IN INK. TO ASSURE OFFER REACHING IN TIME, **YOU ARE URGED TO MAIL YOUR FORMAL SEALED BID EARLY**. **THIS FORMAL SEALED BID MUST REACH OUR OFFICE BY 11:00 A.M**. LATE FORMAL SEALED BIDS WILL NOT BE ACCEPTED.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ MANAGER

BIDDER **TITLE**

REQUIRED VENDOR DISCLOSURE FORMS: MUST BE FILLED OUT

Prior to the bid opening, the following disclosure forms (the "Disclosure Forms") must be submitted in the Nassau County Vendor Portal at

https://apex5.nassaucountyny.gov/ords/f?p=312:LOGIN_DESKTOP:3445712403627:

a. A duly completed and verified Business History Form, together with a current certified or verified financial statement and/or other commercially reliable written evidence of the bidder's credit, financial standing and capacity to perform in accordance with the terms of the Contract.

b. All officers, and any individuals who hold a ten percent (10%) or greater ownership interest in the bidder, shall complete and verify the Principal Questionnaire.

c. The County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form

d. Additionally, if the bidder utilizes the services of any individual or organization for the purposes of conducting lobbying activities and is awarded the contract, the successful proposer will be required to provide a copy of the Lobbyist Registration and Disclosure Form, completed and verified by that individual/organization.

PLEASE NOTE:

- If a bidder has previously submitted the Disclosure Forms in the Nassau County Vendor Portal, the bidder must ensure that the forms on file in the Portal are current, accurate, and have been recertified within three (3) months prior to the bid opening date. The bidder must also ensure that their response to question 7, and its subparts, on the Consultant's, Contractor's, and Vendor's Disclosure Form is provided in relation to the specific solicitation under consideration.

ALL DISCLOSURE FORMS MUST BE UPLOADED PRIOR TO BID OPENING

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ MANAGER

BIDDER **TITLE**

REQUESTS FOR INFORMATION OR CLARIFICATION

Before bidding, bidders must examine all of the Contract documents, including the specifications, any drawings, and all instructions. If the bidder finds any inconsistency, ambiguity, omission or error in the specifications, drawings, instructions or any other Contract document, or if the bidder is in doubt as to the meaning of any term or condition of the Contract, the bidder must promptly so notify the **Office of Purchasing** in writing prior to the bid opening. The failure of the bidder to notify the **Office of Purchasing**, prior to the bid opening of any inconsistency, ambiguity, omission or error that the bidder actually found, or that should have been discovered by a reasonably prudent bidder, will preclude and negate acceptance of the bidder's claim.

If the **Office of Purchasing** receives a notification from a bidder of a differing site condition or an inconsistency, ambiguity, omission or error in the Contract documents, the **Office of Purchasing** will, as it deems necessary or desirable, issue a written interpretation or correction to the Contract documents as an amendment to the Contract documents. Any such amendment will be made available electronically to each person that received a copy of the Contract documents as reflected in the records of the **Office of Purchasing** , and any such amendment will also be available at the place where the Contract documents are available for inspection by prospective bidders.

Upon such mailing or delivery, such amendment shall become part of the Contract documents and shall be binding on all bidders, whether or not they have had actual notice of such addendum.

Please note that all bidder requests for information or clarification must be received by the Authority at least 72 hours prior to the bid opening. Any bidder requests for information or issues with the contract documents presented after that time may not be addressed by the Office of Purchasing.

Ordinance # 153-2018

Pursuant to Ordinance # 153-2018, a bidder that is awarded a contract under this bid is required to pay the County an administrative service charge in accordance with the following schedule:

Value of Contract	Administrative Fee
$0-$10,000	$0
Over $10,000-$50,000	$160
Over $50,000-$100,000	$266
Over $100,000	$533

After an award, the successful bidder(s) will be notified by the Director of Shared Services, or their designee, when payment of the administrative charge is due. Please note, if you are a religious, charitable, nonprofit, or not-for-profit organization, please include this information in your bid for consideration by the Director of the Shared Services to waive the fee.

Ordinance # 72-2014

The bidder declares that they are a registered vendor with the County. All registered vendors must pay a Two Hundred Seventy-Five Dollar ($275.00) per contract fee to register Blanket contracts on the County's procurement website, as required under Ordinance # 72-2014.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ MANAGER

BIDDER **TITLE**

INTENT

SCOPE: It is the intent of the County of Nassau to properly describe by these specifications and terms an adequate method of providing: **LIGHT TOWERS**

PURPOSE: The purpose of this bid is to establish a price structure on which items and/or services listed herein will be purchased at once by Purchase Order.

ALL EXTENSIONS ARE SUBJECT UPON THE MUTUAL CONSENT OF BOTH PARTIES.

AWARD: Award, if any, will be made to the lowest responsible bidder, who in the opinion of the Director of Purchasing, meets the specifications and qualifications stated herein. The Director of Purchasing reserves the right to make an award be items, groups, or classes of items or as a whole. Awards will be made in accordance with the terms and conditions attached hereto and made part hereof.

DELIVERY: Bidders are required to state guaranteed delivery date in terms of days after receipt of order in the space provided below and on page one. Bidders are cautioned to post realistic delivery dates. Guaranteed delivery dates will be strictly enforced. Must be made within 15 days A/R/O unless stated otherwise below:

Delivery to be made 171 **Days A/R/O.** SEPT. 30TH, 2026

Delivery shall be made **ONLY** upon receipt of a Purchase Order, or in the case of a Blanket Order, upon receipt of a Direct Purchase Order(s) from a using agency authorized to use the Blanket Order which will be issued to the successful bidder. Purchase Order and Direct Purchase Order shall indicate the destination address. Inside delivery is required on all deliveries.
Bidders agree that all orders shall be effective and binding upon the contractor when PLACED IN THE MAIL addressed to the Contractor at the address shown on the Blanket Order/Purchase Order PRIOR TO MIDNIGHT OF THE FINAL DAY OF CONTRACT.

INSPECTION: Bidders should be aware of Inspection and Delivery requirements as stipulated.

RETENTION OF BID: Vendor is required to make a copy of his completed bid document and applicable attachments. Any purchase orders issued against this bid will refer to the bid and attachments to designate items awarded.

METHOD OF BIDDING: Please submit unit price in the appropriate column.

PRICE DISCREPANCY: In the event of a discrepancy between the unit price and the extension price, the unit price will govern.

PRICE PROTECTION: Bidders are required to state period of price protection (in terms of days) after the bid opening.

STATE PRICE PROTECTION PERIOD: THIRTY **DAYS AFTER BID OPENING**

EXTENSION OF PRICE: It is anticipated that additional quantities of items specified herein may be required in the ensuing year. According, the County of Nassau requests that the prices bid be protected and be available to the County of Nassau for one (1) year from the date of the award. Economic conditions may not permit the price protection for an entire year. Bidders are requested to state the period for which bid prices will be applicable to potential additional orders.
THIRTY days.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ MANAGER.
BIDDER **TITLE**

ADDITIONAL BIDS: The County reserves the right, for any un-contemplated additional requirements of extraordinary quantities of particular items to call for new bids, therefore, whenever in the opinion of the Director of the Office of Purchase it is in the best interests of the County of Nassau to do so.

TAX PROVISION: Purchases made by the County of Nassau are not subject to State, Local Sales Taxes or Federal Excise Taxes. Federal Exemption #A-109538 State Exemption #EX 7213062C. The County of Nassau is not subject to any Existing "Fair Trade Agreements" and bidders should be governed accordingly.

NEW YORK STATE PRICES: Bidders must represent and warrant that if they are under contract with New York State for items specified herein, that the price quoted to the County is not higher than the price per unit quoted to New York State for like quantities.

SPECIFICATIONS: Submit complete specifications and illustrations of products offered with the bid. Acceptance of a bid and designation of a manufacturer's catalog description, brand name or number in any Purchase or Blanket Order resulting there-from shall not be construed as qualification of the specifications of this bid or relief there-from, except as specifically stated in the Purchase or Blanket Order.

PRODUCT IDENTIFICATION: If a product(s) is identified by a BRAND NAME, a substitute of equal quality, construction, finish, composition, size, workmanship and performance characteristics may be acceptable. In submitting a bid, each bidder warrants that the substitute product being offered is an equal. Bid sheets shall be so noted of the manufacturer's name and brand of the product offered as an equal. If as a result of an award, a delivery is made of a brand or product represented as an equal which is subsequently deemed to be unacceptable, the Contractor shall be required, at his expense, to pick up the rejected item and replace it with brand(s) listed in this bid, or an acceptable equal which will have the approval of the Director.

RECORD RETENTION: Contractor shall retain complete and accurate records and documents related to this Agreement for six (6) years following the later of termination or final payment. Such records shall at all times be available for audit and inspection by the County.

BILLING: Shall be made on County claim forms or Certified Invoices to the individual using County Agency upon completion of deliveries made against applicable Purchase Order(s) or Direct Purchase Order(s).

NO PARTIAL PAYMENTS WILL BE PAID.

**********VENDOR CLAIM CERTIFICATION**********

IF A CLAIM VOUCHER IS NOT BEING SUBMITTED, THE FOLLOWING CERTIFICATION **MUST** APPEAR ON THE INVOICE:

I HEREBY CERTIFY THAT ALL ITEMS OR SERVICES WERE DELIVERED OR RENDERED AS SET FORTH IN THIS CLAIM; THAT THE PRICES CHARGED ARE IN ACCORDANCE WITH REFERENCED PURCHASE ORDER, DIRECT PURCHASE ORDER OR CONTRACT, THAT THE CLAIM IS JUST, TRUE AND CORRECT; THAT THE BALANCE STATED HEREIN IS ACTUALLY DUE AND OWING AND HAS NOT BEEN PREVIOUSLY CLAIMED; THAT NO TAXES FROM WHICH THE COUNTY IS EXEMPT ARE INCLUDED; AND THAT ANY AMOUNTS CLAIMED FOR DISBURSEMENTS HAVE ACTUALLY AND NECESSARILY BEEN MADE.

_____

CLAIMANT NAME DATE

_____

BY (SIGNATURE) TITLE

*CLAIM VOUCHERS AND CERTIFIED INVOICES NOT PROPERLY COMPLETED WILL BE RETURNED TO YOU UNPAID**

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ _____

BIDDER **TITLE**

PAYMENT: A certified invoice, or a County claim form to which the invoice is attached, shall be submitted in arrears, directly to the using agency, supported by vouchers signed by agency personnel attesting to satisfactory completion of the required services as specified.

*********************************VENDOR CLAIM CERTIFICATION***************************

If a claim voucher is not being submitted, the following certification MUST appear on the invoice:

I hereby certify that all items or services were delivered or rendered as set forth in this claim; that the prices charged are in accordance with referenced purchase order, delivery order or contract, that the claim is just, true and correct; that the balance stated herein is actually due and owing and has not been previously claimed; that no taxes from which the County is exempt are included; and that any amounts claimed for disbursements have actually and necessarily been made.

_____ _____

Claimant NameDate

_____ _____

By SignatureTitle

CLAIM VOUCHERS AND CERTIFIED INVOICES NOT PROPERLY COMPLETED WILL BE RETURNED TO YOU UNPAID.

WARRANTY: The successful bidder warrants the equipment furnished and all associated equipment against any defects in design, workmanship and materials against failure to operate satisfactorily for one (1) year from the date of acceptance by the using department and/or agency of the equipment, other than defects or failure shown by the Contractor that have arisen solely from accident or abuse occurring after delivery to the Nassau County agency. Contractor agrees to replace any parts, which in the opinion of the user, shall fail from the above reasons.

IMPORTANT NOTES: If a company policy or trade practice requires a different warranty period, the bidder may so state without fear of disqualifications. However, the bidder is cautioned that the length of warranty may, in some cases, be a deciding factor in making an award.

Equipment furnished hereunder shall meet the standards set forth in the Occupational Safety and Health Act of 1970.

BIDDER SHALL STATE WARRANTY PERIOD: 2 YEARS (ATTACHED WORKMANSHIP WARRANTY POLICY TO BID.

NOTE: All warranties take effect only upon written acceptance of equipment by using agency and shall run full term from that point.

BIDDER SHALL INDICATE COST AND TERM OF ANY EXTENDED WARRANTY OPTION, IF AVAILABLE:

_____

_____

_____

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ MANAGER

BIDDER **TITLE**

COMPREHENSIVE AND GENERAL LIABILITY AND HOLD HARMLESS: The Contractor agrees to indemnify and hold harmless the County of Nassau, its agents, officers and employees against any and all claims, causes of action, costs, and liabilities, in law or in equity, of every kind and nature whatsoever, directly or proximately resulting from any act of omission or commission of Contractor, its officers, agents, or employees. Contractor shall, at Nassau County's demand, defend at its own risk and expense any and all suits, actions or legal proceedings which may be brought or instituted against Nassau County, its agents, officers, or employees on any such claim, demand or cause of action, and Contractor shall pay and satisfy any judgment or decree which may be rendered against Nassau County, its agents, officers, or employees in any such suit, action or legal proceeding.

The Contractor shall obtain from an insurance company authorized to do business in the State of New York, and keep in force during the term of any agreement, a policy of Comprehensive and General Liability Insurance naming the Contractor as an insured, and naming the County of Nassau as an additional insured, including, but not limited, to the torts and negligence of Contractor's personnel, with a combined single minimum limit of three million dollars ($3,000,000.00) for bodily injury and property damage for any one occurrence at the Contractor's sole cost and expense. Evidence of insurance may be required prior to Notice of Award or issuance of a Purchase Order.

The Contractor shall comply with all provisions of the Workers' Compensation Law and shall furnish a certificate showing evidence of current coverage.
Bidder shall list below the Insurance Company(s) holding the following documents:
A) Certificate of Insurance name the County of Nassau as co-insured: ASSURED PARTNERS NEW ENGLAND INC.
Or
B) Certificate of Insurance with indemnification agreement (hold harmless clause): _____

NASSAU COUNTY MUST BE NAMED AS AN ADDITIONAL INSURED

GENERAL CONDITIONS:

All repairs to be made in accordance with the Occupational Safety and Health Administration safety requirements.

Contractor will furnish all labor, materials, transportation, tools, instrumentation, parts and accessories necessary to repair and restore the equipment to optimum operating condition.

All Contractor personnel assigned to any requirement of a contract established must be fully qualified and cognizant of the required and applicable electrical codes and safety requirements and must adhere to them.

All parts supplied must match and inter-member without modification to the designated equipment and must be in accordance with the specifications of the manufacturer of the part to be replaced.

Except as otherwise specified, all contract requirements will be performed at the site as required.

Any requirement to remove any part of the equipment or system(s), to the Contractor's shop, must be approved by an authorized agency representative. Nassau County shall supply all utilities which are available on location insofar as compatibility requirements permit.

All requirements performed by the Contractor will be subject to inspection and approval by an authorized designated representative of Nassau County.

Employees of the Contractor, while on service call, shall carry identification badges or cards and shall be instructed to submit same to scrutiny upon request of security or supervisory personnel of Nassau County.

REPLACEMENT PARTS: The requirements specified herein represent, for the most part, replacement and/or repair components to existing and presently owned equipment and must match and inter-member without modification with the equipment and systems indicated.

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BIDDER SIGN HERE _____ MANAGER
BIDDER **TITLE**

ADDITIONAL BIDS: The County reserves the right, for any un-contemplated additional requirements of extraordinary quantities of particular items to call for new bids, therefore, whenever in the opinion of the Director of the Office of Purchase it is in the best interests of the County of Nassau to do so.

PRICE LISTS AND DISCOUNTS: Bidders may attach price lists and catalogs indicating discounts available to the County for all other products not listed herein. New items may be added to the price list at the then current price at the same discount schedule during the life of the contract.

NON-ASSIGNMENT: In accordance with Section 138 of the State Finance Law, the contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of Nassau County and any attempts to assign the contract without the County's written consent are null and void.

NON-PERFORMANCE:
The Contractor agrees that in the event any of the services provided for under the terms of this contract should in any way be omitted or unsatisfactorily performed by the Contractor and/or his employees, the county shall so notify the contractor verbally and follow with a written notification of the deficient services for immediate correction. In the event the Contractor does not correct the deficient services after receipt of written notification, the Nassau County Department concerned will deduct a percentage based on the work not performed or performed unsatisfactorily from the Contractor's claim for the period covered. If the Contractor continues to omit or unsatisfactorily perform the required services, the County will arrange for the work to be done by another contractor and the cost of such work shall be deducted from any monies due or that may become due to the Contractor.

DISCLAIMER
Any Blanket Purchase Order issued as a result of this bid will establish terms and conditions pursuant to which certain materials and/or services are to be supplied or performed, from time to time, for a specified period upon issuance by the County of Delivery Orders. The Blanket Purchase Order is non-exclusive, and the County is not bound to purchase, and no materials are to be delivered or services performed without a Delivery Order. The County shall be under no obligation whatsoever to issue such Delivery Orders. The Blanket Purchase shall not apply in any way to items of material or service deemed by the County in its sole discretion to be extraordinary or involve any special conditions, quantities, circumstances or complexities.

ACCESS CLAUSE: Contractor, including its satellites, offices and/or subcontractors, if any, shall maintain full and complete books and records of accounts pertaining to this agreement, in accordance with accepted accounting practices and such other records as may be reasonably prescribed by the County of Nassau. Such books and records shall at all times be available for audit and inspection by the completion of all the services described in this agreement. Contractor further agrees that if any provision of Section 952 of the Omnibus Reconciliation Act of 1980 (PL-96-499) is found by a body of competent jurisdiction to be applicable to this contract, the Contractor agrees that it will make available upon written request by the Secretary of Health and Human Services, or the Comptroller General of the General Accounting Office, or any of their duly authorized representatives, a copy of this contract and any executed amendments thereto documents which relate to the calculation of the charges stated in the contract and copies of service reports documenting services performed. Such records will be available in accordance with the above for the period of six (6) years after the furnishing of any of the services described in this contract.

TERMINATION PREROGATIVE: The Director reserves the right to cancel the Blanket Order 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 cancelled.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ **BIDDER** _____ **TITLE**

VENDOR RESPONSIBILITY CRITERIA: The Director of Purchasing reserves the right before making an award to make investigations as to whether or not the qualifications, services, facilities or items offered by the bidder meet the requirements set forth herein and are ample and sufficient to ensure the proper performance in the event of an award. The bidder must be prepared, if requested by the Director of Purchasing, to present evidence of experience, ability, financial standing, as well as a statement as to plant, machinery, trained personnel and capacity for the rendition of the service on which the vendor is bidding. Upon request of the Director, the successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bid are not complied with or that the services or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications, financial standing, or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the forgoing shall mean or imply that it is obligatory upon the Director to make any examinations before an award; and it is further understood that, if such examination is made, it in no way relieves the bidder from fulfilling all requirements and conditions of the bid.

IMPORTANT NOTE: The Director reserves the right to accept or reject any and all bids, or separable portions of offers, and waive technicalities, irregularities, and omissions if the Director determines the best interests of the County of Nassau will be served. The Director, in his sole discretion, may accept or reject illegible, incomplete or vague bids and his decision shall be final. A conditional or revocable bid which clearly communicates the terms or limitations of acceptance may be considered and contract award may be made in compliance with the bidder's conditional or revocable terms in the offer. Prior to award, the Director reserves the right to seek clarifications, request bid revisions, or to request any information deemed necessary for proper evaluation of bids from all bidders deemed to be eligible for contract award. Failure to provide requested information may result in rejection of the bid.

GOVERNING LAW: 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 law's provisions thereof.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ MANAGER

BIDDER **TITLE**

NOTICE

READ THIS PAGE OF THE BID CAREFULLY

ALL BIDDERS MUST COMPLY WITH THIS REQUIREMENT OR YOUR BID WILL BE AUTOMATICALLY REJECTED

RIGHT TO KNOW LAW AND "OSHA"

PURSUANT TO ARTICLE 28, SECTION 876 OF THE LABOR LAW OF THE STATE OF NEW YORK, THE COUNTY OF NASSAU HAS MANDATED EMPLOYER'S RESPONSIBILITY TO PROVIDE NOTICE TO EMPLOYEES REGARDING TOXIC SUBSTANCES. TO SATISFY THIS MANDATED REQUIREMENT, WE MUST ASK FOR YOUR COOPERATION. SOME OF THE MATERIAL ON THIS BID MAY CONTAIN TOXIC SUBSTANCES. THEREFORE, YOU MUST SUBMIT, WITH YOUR BID, "**MATERIAL SAFETY DATA SHEETS**" FOR ALL MATERIALS TO BE SUPPLIED PURSUANT TO THIS BID.

FAILURE TO PROVIDE THIS INFORMATION WITH THE BID WILL RESULT IN AUTOMATIC REJECTION OF THE BID.

IF YOUR PRODUCT **DOES NOT** CONTAIN TOXIC SUBSTANCES, PLEASE SIGN THE FOLLOWING CERTIFICATION:

CERTIFICATION:

I HEREBY CERTIFY THAT I HAVE READ THE NASSAU COUNTY NOTICE, AND FURTHER CERTIFY THAT ITEMS NUMBERED 1-2 DO NOT CONTAIN ANY TOXIC SUBSTANCES.

X _____ **Signature**

MANAGER **Title**

3/31/26 **Date**

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ **BIDDER**

MANAGER **TITLE**

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEWYORK

FORMAL SEALED BID PROPOSAL
28583-04096-151

NON-COLLUSIVE BIDDING CERTIFICATION REQUIRED BY SECTION 139-D OF THE STATE FINANCE LAW

BY SUBMISSION OF THIS BID, BIDDER AND EACH PERSON SIGNING ON BEHALF OF BIDDER CERTIFIES, AND IN THE CASE OF A JOINT BID, EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OR PERJURY, THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF:

[1] The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement for the purposes of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;

[2] Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and

[3] No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A BID SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WITH [1], [2], [3] ABOVE HAVE NOT BEEN COMPLETE WITH; PROVIDED HOWEVER, THAT IF IN ANY CASE THE BIDDER(S) CANNOT MAKE THE FOREGOING CERTIFICATION, THE BIDDER SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE:

[AFFIX ADDENDUM TO THIS PAGE IF SPACE IS REQUIRED FOR STATEMENT]

Subscribed to under penalty of perjury under the laws of the State of New York,

this 31ST day of MARCH, 20 26 as the act and deed of said Corporation or Partnership.

Identifying Data:

Potential Contractor: CAP RENTS SUPPLY LLC.

Address: 18-16

Street: 45TH STREET

City, Town, etc: ASTORIA, NY 11105

Telephone: 718-932-4100 Title: MANAGER

If applicable, responsible Corporate Officer

Name MATT ROMANO Title MANAGER

Signature: _____ Sign Here

FAILURE TO COMPLETE THIS FORM AND SIGN IN APPROPRIATE PLACE MAY RESULT IN AUTOMATIC REJECTION OF THE BID.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ MANAGER
BIDDER **TITLE**

Procurement Lobbying Law

Pursuant to State Finance Law §§139-j and 139-k, this Bid includes and imposes certain restrictions on communications between a Governmental Entity and an Offeror/bidder during the procurement process. An Offeror is restricted from making contacts from the earliest posting, on a Governmental Entity's website, in a newspaper of general circulation, or in the procurement opportunities newsletter in accordance with article four-C of the economic development law of written notice, advertisement or solicitation of a request for proposal, invitation for bids, or solicitation of proposals, or any other method provided for by law or regulation for soliciting a response from Offerors intending to result in a Procurement Contract with a Governmental Entity through final award and approval of the Procurement Contract by the Governmental Entity and, if applicable, the Office of the State Comptroller ("Restricted Period") to other than the Designated Contacts for the Governmental Procurement unless it is a Contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). The Designated Contact(s) for this Governmental Procurement, as of the date hereof, are identified on the first page of this solicitation. County employees also are required to obtain certain information when Contacted during the Restricted Period and make a determination of the responsibility of the Offeror pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a 4-year period, the Offeror is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found on the County's website. All questions or concerns regarding this Bid must be directed to the designated contact person named on the first page of the bid.

OFFEROR'S AFFIRMATION OF UNDERSTANDING OF AND AGREEMENT PURSUANT TO STATE FINANCE LAW §139-j(3) and §139-j(6)(b)

Offeror Certification:

Offeror affirms that it understands and agrees to comply with the procedures of the Government Entity relative to permissible Contacts as required by State Finance Law §139-j(3) and §139-j(6)(b).

Date: 3/31/26

Signature: _____

Name: MATT ROMANO

Title: MANAGER

Contractor Name: CAPRENT SUPPLY LLC.

Contractor Address: 18-16 45TH STREET
ASTORIA, NY 11105

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ MANAGER
BIDDER **TITLE**

GENERAL INSTRUCTIONS: All bidders must adhere to the following conditions:

As per New York State Municipal Law 103, no exception can be taken to any material term and/or condition of this bid with the exception of any warranties as presented in this bid for the specific commodity or service required.

Any language in any proposal or document submitted by a bidder as part of their bid that is accepted by the County of Nassau cannot be in conflict with any material term and/or condition relevant to this bid with the exception of any warranties or the specifications of the commodity of service required by this bid. If there is any conflict between the bidder's terms and conditions and the terms and conditions of this bid, the terms and conditions of this bid shall govern.

Bidders must insert **FEDERAL IDENTIFICATION NUMBER** in the space provided on page one of this bid.

Late Formal Sealed Bids will NOT be accepted. Bidders are urged to mail bids early to assure delivery on time. Bids must be received by 11:00 A.M. on the bid opening date.

Prices **MUST** be inserted with **TYPEWRITER OR INK**. Entries with **WHITE OUT**, **CROSS-OUTS OR LIFT-OFF TAPE MUST** BE INITIALED or that entry will be disqualified.

Bidders should submit bid with unit price in the appropriate column on bid pages or forms attached hereto. In the event of a discrepancy between the unit price and the extension, the unit price shall govern. Bidders shall submit one (1) original bid document and all applicable attachments. Any order issued against this bid will refer to the bid and attachments to designate items awarded. Bidders agree that all, Direct Purchase Orders and/or Purchase Orders shall be effective and binding upon the Contractor when place in the mail, addressed to the Contractor at the address shown on the Direct Purchase Order or the Purchase Order.

Bidders **MUST** state manufacturer's name and catalog number of each item bid.

ABSOLUTELY NO MINIMUM ORDERS shall be applied to this bid.

Purchases made by Nassau County are not subject to State or Local Sales Tax or Federal Excise Taxes.

Federal Exemption Number: A-109538 **State Exemption Number: EX 7213062C**

Inside (receiving dock) delivery is required on all orders.

The rights and obligations of the parties under this agreement shall be governed by the laws of the State of New York.

Bids are hereby solicited for the commodities and/or services specified herein which are to be delivered and/or performed at the locations indicated, and in strict accordance with all specifications, terms and conditions attached hereto and made part hereof.

Bid document must be signed by proprietor, partner or corporate officer.

The clauses contained in these bid forms set forth the wishes of the County of Nassau in regard to the purchase and/or services required. However, the Director reserves the right to waive irregularities, omissions, or other technical defects if, in its judgment, the best interest of the County of Nassau will be served accordingly.

Bidders may take exception to paragraphs of the bid under a separate cover letter to be attached to this bid, indicating the specific bid page, paragraph and the exception(s). In any event, the decision of the Director will be final.

Qualification statement **MUST BE COMPLETED** and submitted with bid. See page 4 for further details

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ **BIDDER** _____ **TITLE**

SPECIFICATIONS: ***NO ALTERNATES WILL BE ACCEPTED.***

NCPD REQUIREMENTS

- Filled with minimum ½ tank fuel
- Warranty
- Keys Six (6) ignition and Six (6) Encloser
- Supply Six (6) extra bulbs total

RQPD26000028

Item #	Qty.	Unit	Description	Unit Price	Total Price
1	10	EA	MFR: WACKER NEUSON LTT6 LIGHT TOWER - ENGINE: KOHLER KDW1003 3 CYLINDER DIESEL ENGINE - FOUR (4) 320W LED LIGHTS - MAST HEIGHT 23 FEET WITH 360 DEGREE NOTATION - MECC ALTE LT3-100/4 GENERATOR WITH UP TO 4700 WATT CAPABILITY - AC RECEPTACLE * 120V – 20A DUPLEX GFCI 5-20R * 120V / 240V 30A TWIST TOWER LOCK L14-30R * 120V / 240V 50A TWIST LOCK - DEEP SEA CONTROLLER WITH AUTO START FUNCTION - 2 INCH BALL HITCH TO BE INCLUDED Additional options: * Cold Weather Package that includes block heater, oil pan heater, battery blankets, and cold weather fuel system (pump). * Photo Cell for Auto On/Off scheduling * Wacker Neuson Light Diffuser Package	$13,350.00	$133,500.00
2	6	EA	MFR: WACKER NEUSON LED LIGHT ASSY 5100068410 WACKER NEUSON REPLACEMENT LIGHT ASSEMBLIES	$471.87	$2,831.22

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ **BIDDER**

MANAGER
TITLE

NOTE:

1) NO ELECTRONIC SUBMISSIONS ARE ALLOWED

We must receive a hard copy of the bid package, to be sent to the following address:

Nassau County Office of Purchasing
1 West Street
Mineola, NY 11501

Attn: Maria Mangibin
Bid Number: 28583-04096-151

(This is also noted on the top part of the cover page.)

The bid package must be sent in a sealed envelope with the **solicitation number** written on it. We recommend that you send this package early to arrive the day before the bid opening, to ensure receipt.

2) ALL DISCLOSURE FORMS MUST BE UPLOADED PRIOR TO BID OPENING.

3) DO NOT STAPLE THE BID PACKAGE

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ MANAGER
BIDDER **TITLE**

Bruce A. Blakeman
County Executive

Melissa Gallucci
Commissioner of Shared Services

OFFICE OF PURCHASING
1 West Street
Mineola, NY 11501
(516) 571-7720
Fax (516) 571-4263

March 17, 2026

AMENDMENT No. 1

FORMAL SEALED BID No: 28583-04096-051

TITLE: LIGHT TOWERS

ISSUED: March 12, 2026
OPENING: April 9, 2026

TO ALL BIDDERS:

1) The correct bid number is 28583-04096-**051** not 28583-04096-151.

2) All other terms and conditions of the Formal Sealed Bid remain unchanged.

3) A copy of the amendment must be signed by the bidder and attached to this bid.

OFFICE OF PURCHASING
Claudia Colasurdo

Technical Coordinator II

Bruce A. Blakeman
County Executive

Melissa Gallucci
Commissioner of Shared Services

OFFICE OF PURCHASING
1 West Street
Mineola, NY 11501
(516) 571-7720
Fax (516) 571-4263

March 25, 2026

AMENDMENT No. 2

FORMAL SEALED BID No: 28583-04096-051

TITLE: LIGHT TOWERS

ISSUED: March 12, 2026
OPENING: April 9, 2026

TO ALL BIDDERS:

1) This amendment is to address the following:

   a) Q – What is the delivery location?
      A - Delivery location will be:
      NCPD Fleet Service Bureau
      101 Grumman Road West
      Bethpage, NY 11714

   b) Q - What department is the end user?
      A - These light towers will be utilized by many different Commands within the Police Department, Precincts, Crime Scene, ESU, etc.

   c) Q – Will the end user assemble the units if drop shipped from the manufacturer.
      A – These need to be fully assembled and ready to start upon delivery.

   d) Q – DMV paperwork will require a NYS inspection; will end user taker care of that or is the bidder responsible?
      A – NCPD Fleet Service Bureau will take care of the NYS inspection.

b) All other terms and conditions of the Formal Sealed Bid to remain unchanged.

c) A copy of the amendment must be signed by the bidder and attached to this bid.

OFFICE OF PURCHASING
Claudia Colasurdo

Technical Coordinator II

Bruce A. Blakeman
County Executive

Melissa Gallucci
Commissioner of Shared Services

OFFICE OF PURCHASING
1 West Street
Mineola, NY 11501
(516) 571-7720
Fax (516) 571-4263

March 31, 2026

AMENDMENT No. 3

FORMAL SEALED BID No: 28583-04096-051

TITLE: LIGHT TOWERS

ISSUED: March 12, 2026
OPENING: April 9, 2026

TO ALL BIDDERS:

1) This amendment is to address the following:

   Wacker Neuson LTT6 Light Tower does not come with the 120V / 240V 50A Twist Lock option.

2) All other terms and conditions of the Formal Sealed Bid to remain unchanged.

3) A copy of the amendment must be signed by the bidder and attached to this bid.

OFFICE OF PURCHASING
Claudia Golasurdo

Technical Coordinator II



Light Equipment Warranty Policy

June 2024

PREFACE

This warranty policy ("Policy") covers Light Equipment products manufactured and/or sold by Wacker Neuson Corporation and its subsidiaries ("Wacker Neuson"). Compact Equipment and Climate Control Products will have detailed policies separate from this one.

DISTRIBUTOR WARRANTY RESPONSIBILITIES

This Policy is to be used as a guide in determining warranty coverage and claim procedures for all Wacker Neuson Light Construction Equipment ("Equipment"). Refer to this Policy when deciding whether a warranty claim may be justified and utilize it as a procedural guide for validity when completing warranty claims.

Warranty repair is the responsibility of all authorized Wacker Neuson Distributors ("Distributors"). Credit for accepted warranty repairs will only be given after the receipt by Wacker Neuson of Distributor's properly completed Wacker Neuson warranty claim. Warranty claim submittal requirements are described later in this Policy.

Distributor's warranty responsibility begins upon first receipt of new Equipment from Wacker Neuson. Each Distributor is responsible for inspecting Equipment for damage upon receipt; damage incurred during transit should be noted with the shipper prior to accepting the Equipment. The cost to repair damages incurred during transit will be settled between the receiving Distributor and the shipper. Damages incurred during transit will not be covered under the exclusive warranties and remedies contained in this Policy.

Distributors shall store new Equipment as is necessary to prevent deterioration, environmental damage or other damage and shall take such steps as are necessary to keep Equipment in sellable condition, and to prepare Equipment for delivery to the end-user upon sale or assignment to their rental fleet. Such steps may include, by way of example, without limitation, storage of the equipment indoors, covered, or otherwise protected with proper preventative coatings or sealants and maintenance of batteries so as to avoid discharge and/or sulfation.

Before transferring Equipment to the end-user, Distributors shall review the Operator Manual with the end-user and review the preventive maintenance schedule, basic operation of the Equipment, and the warranty coverage. The end-user must be informed that only an authorized Wacker Neuson Distributor can perform any warranty repair and that only Wacker Neuson parts may be used.

Distributor shall repair and file a warranty claim with Wacker Neuson once the Distributor determines that the repair is covered by this Policy. The Distributor should order the parts from Wacker Neuson as required to facilitate the repair. Upon receipt of the parts, Distributor should make the repair and test the Equipment. Upon completion of repair, the Distributor shall then submit a warranty claim to Wacker Neuson for final determination as to whether the repair falls within the guidelines of this Policy. Warranty claims shall include the serial number, supporting documentation, photos, and any other required field in the online claim submission portal. Defective parts must be held by the Distributor until they receive either an RGA (Return Goods Authorization) number or 90 days from completion of the repair. Conditions which would require preapproval and an authorization number from a Wacker Neuson warranty representative:

(a) Any repair which parts and labor are estimated to be greater than or equal to 50% of the dealers net price of the machine.
(b) Any use of 3rd party contract maintenance and/or service providers.

STANDARD WARRANTIES

Wacker Neuson warrants that all new Equipment will be free from defects in materials and workmanship, under normal use and service, for the applicable coverage period(s) listed in the "STANDARD WARRANTIES COVERAGE PERIOD" below. The coverage period start date is the earlier of (A) the date of sale of Equipment to the first end user, (B) assignment of the Equipment into a rental, re-rent or demo fleet or (C) twelve (12) months after the date Wacker Neuson invoices the Distributor for the Equipment, and less than 100 hours, whichever event hereof occurs first. Equipment placed into the Distributor Floor Plan program must remain in new condition. For further detail on allotted hours please refer to the current Distributor Sales Policy. Demo equipment needs to be registered w

Wacker Neuson warrants that any Light Equipment purchased out of Wacker Neuson's demonstration inventory will be free from defects in materials and workmanship, under normal use and service, for a period of six (6) months from the date of sale, or the remainder of the standard Wacker Neuson new Equipment warranty described below starting from the date of first sale out of Wacker Neuson demonstration fleet, whichever period is greater. Sale of demonstration Equipment is not considered as a sale of new equipment for warranty purposes.

Equipment purchased through auctions do not qualify for any warranties under this Policy and are purchased "as is".

D. The above warranties do not apply to accessories or maintenance items such as, but not limited to,; filters, V-belts, lubricants, fluids, paints, tires, brake linings, light bulbs, spark plugs, filters, bellows, pump diaphragms, mechanical seals, shock mounts, or items deemed as maintenance items by Wacker Neuson or any other parts not directly manufactured by Wacker Neuson unless outlined elsewhere in this Policy.

RIGHT TO MAKE CHANGES

Wacker Neuson reserves the right to change or update the design of any part of the Equipment at any time. Wacker Neuson has sole discretion of providing any change or update to any previously ordered, sold, or shipped Equipment.

DISCLAIMER OF OTHER WARRANTIES

THE ABOVE WARRANTIES AND REMEDIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES WHATSOEVER, EXPRESS OR IMPLIED, EACH OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED BY WACKER NEUSON, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, USAGE OF TRADE AND NONINFRINGEMENT.

The Extended Service Protection Plans, **ESPP**, are offered and administered by EPG Insurance Inc. in the U.S. and Protection Point Services in Canada. For questions or to submit a claim, parties can be contacted at 1-866-408-2881 (US) or 1-888-952-5511 (Canada).

DISCLAIMER OF OTHER LIABILITIES

Wacker Neuson sole responsibility with respect to breach of the above warranties shall be as provided in the section titled "STANDARD WARRANTIES" above.

WACKER NEUSON SHALL NOT BE SUBJECT TO AND HEREBY DISCLAIMS (EVEN IF WACKER NEUSON HAS BEEN ADVISED OF THE POSSIBILITY OF THE SAME): (A) ANY OBLIGATIONS OR LIABILITIES ARISING FROM BREACH OF THE ABOVE WARRANTIES; OTHER THAN THE EXCLUSIVE REMEDIES EXPRESSLY SET FORTH THEREIN; (B) ANY OBLIGATIONS OR LIABILITIES ARISING FROM TORT CLAIMS (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO EQUIPMENT SOLD BY WACKER NEUSON, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO; AND (C) ANY AND ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE, CONTINGENT, SPECULATIVE AND SIMILAR DAMAGES

Without limiting the generality of the foregoing, Wacker Neuson specifically disclaims any liability for penalties (including administrative penalties), lost profits or revenues, loss of use of Equipment or associated material, cost of capital, facilities or services, downtime, shut-down or slowdown, spoilage of material, or any other type of economic loss.

ADDITIONAL TERMS AND CONDITIONS

ENGINE WARRANTY

Although Wacker Neuson offers certain engine components for sale this by no means guarantees such parts are covered by this Policy or the manufacturer's warranty. Such parts are offered as a convenience to our customers for non-warranty repairs and are not for repair of engines still covered under the manufacturer's warranty.

PART AVAILABILITY

All parts for warranty repairs must be purchased from Wacker Neuson unless advised otherwise by an authorized representative of Wacker Neuson Product Support. If a Distributor does not have one or more of the parts required to complete the warranty repair, they will have to order them from Wacker Neuson through the normal established procedures. Parts used for a warranty repair not purchased from or authorized by Wacker Neuson will void the warranty and not be eligible for reimbursement.

Wacker Neuson will not send parts to end-users for warranty repairs and will not reimburse extra shipping or minimum order charges for emergency part orders.

Once the repair is completed, the Distributor must electronically submit the warranty claim to Wacker Neuson. Reimbursement for warranty parts will be paid at the net price of the part. Warranty claims must be submitted electronically via the Distributor Web Portal

UNSATISFACTORY WARRANTY REPAIR SERVICES

Service work performed under warranty which does not satisfactorily repair the Equipment due to poor workmanship or improper initial diagnosis and which requires subsequent repair will be the sole responsibility of the Distributor. Wacker Neuson will not reimburse for improper or repetitive repairs caused by failures in the service work.

Any third-party repairs must first be approved by an authorized representative of Wacker Neuson. Wacker Neuson will not provide reimbursement for costs associated with the use of third party service providers or hiring of personnel necessary to perform the repair properly.

SPECIALIZED TOOLS OR EQUIPMENT

Wacker Neuson Distributors must have on-hand, any manuals, tools and specialized equipment required for repairs. Any collateral damage occurring during the repair due to the incorrect or improper use of equipment or procedures will not be considered for warranty coverage or other reimbursement by Wacker Neuson. Any collateral damage occurring during the repair due to the incorrect or improper use of equipment or procedures will not be considered for warranty coverage or other reimbursement by Wacker Neuson.

EMISSION SYSTEM RELATED WARRANTY EXCLUSION

Components of the emissions system warranty are outlined in the Engine Manufacturers owners & operations manual and/or the Operators manual for the machine. Refer to these documents for specifics on what is covered. If you are unable to locate the machine operators manual which came with your machine one can be obtained from the Distributors Web Portal. Engine manufacturers' manuals must be obtained from the manufacturer. The serial number of the machine will be required to obtain the correct manual.
Unauthorized modifications or alterations of emission related components shall void the above warranties.
Components covered under this section include up to the first scheduled maintenance, vary by manufacturer, and consult their specific information on coverage.

MAINTENANCE OF EMISSION SYSTEMS

Follow the maintenance schedule listed in the Engine Operator's Manual for the Equipment. This schedule is based on the Equipment being used for its intended purpose under normal conditions. If operated under sustained high loads, light or under loading, in high temperatures or extremely dusty environments, more frequent service will be required. Regeneration of or maintenance to the exhaust after-treatment systems in these cases is not covered under this or the engine manufacturer's warranty.

ENVRONMENTAL CONDITIONS

Damage due to environmental conditions including but not limited to rusting, corrosion, electrical failures due to the environment machine is being operated in, coatings or failures deemed by Wacker Neuson being attributed to the operating environment will not be considered for warranty. Changing of fluids or filters for environmental conditions or for extreme environments/conditions is not covered by warranty.

Warranty Explanation

Wacker Neuson doesn't use a "Flat Rate" guide or standard repair times. Wacker Neuson uses an average repair time collected through warranty data submitted by the Dealer Network. It is upon the dealer to provide all the necessary steps in writing along with the estimated time per step to cover the labor.

WARRANTY CLAIM SUBMITTAL INSTRUCTIONS

All warranty claims must be submitted on-line at www.wackerneuson.com. To submit claims on-line, the claimant must be a registered user and be signed into the website. If you or your company does not have an account on our website, you may contact Wacker Neuson Parts Support Group and a web account will be created.

Claimants must follow these steps when submitting a claim to ensure prompt processing and consideration for reimbursement:

1) Electronic claim forms must be filled out completely and include the following information:
   a) Equipment serial number
   b) Equipment is required to be registered. If not you can use the pre-delivery tab to submit for brand new equipment
   c) The Date of Failure
   d) A detailed description of the failure. The dealer needs to use the 4 C'S in the body of the story to support the claim
   e) The 4C's are:

1. Any new RTLx-SC2 or SC3 Trench Roller sold after August 1, 2013 is covered by a 5-year warranty. On units with the Kohler engine originally installed in the unit for the first 3 years Wacker Neuson Distributors, who have a service department trained on Kohler diesel engines (via Kohler direct or through the Wacker Neuson certified Kohler engine training course) may complete the repair if they wish or work through the Kohler Engine Distributor network. In the fourth and fifth years the engine warranty is solely administered by Wacker Neuson and its Distributor network. Approval must be given in the fourth and fifth years for this exclusive Wacker Neuson warranty. In all cases the complete engine information, including model and serial number, must be included. Missing information will suspend the claim until received. This warranty is exclusive to Wacker Neuson Distributors in the USA and Canada. Units the Kubota engine installed, the Roller carries the 5 year warranty on the machine but the engine is solely warranted through the Kubota warranty authorized support network, Wacker Neuson does not authorize or administer warranty repairs to the Kubota engine.

2. Wacker Neuson WM80 and WM100 engines utilized on rammers are warranted through Wacker Neuson for a period of 3 years (spare part replacements for 1 year).

#RQPD26000028

REQUISITION

RQPD26000028 11/FEB/2026

A-38-2026

VENDOR: #113573610
CAP RENTS
18-25 43RD STREET

ASTORIA NY 11105

TEL:(718)224-8400
FAX:( ) -

REQUISITIONER:
PD POLICE DEPARTMENT
FLEET SERVICE BUREAU
101 GRUMMAN ROAD WEST
BETHPAGE NY 11714
SCHNEIDER/CR13/1569-209
TEL:(516)573-3480
FAX:( ) -

ITEM	DESCRIPTION	QTY	U/M	UNIT COST	TOTAL
001	285-83 TOWERS, LIGHT	10.00	EA	13,350.0000	133,500.00
	REQUEST FOR BID: (10) 2025 OR NEWER LTT6 WACKER NEUSON DIESEL LIGHT TOWERS ENGINE: KOHLER KDW1000 3 CYLINDER DIESEL ENGINE GENERATOR: MECC ALTE LT3-100/4 ADDITION SPECS TO FOLLOW MFR: WACKER NEUSON				
002	285-83 TOWERS, LIGHT	6.00	EA	471.8700	2,831.22
	LED LIGHT ASSY 5100068410 WACKER NEUSON REPLACEMENT LIGHT ASSEMBLY'S Bulbs MFR: WACKER NEUSON				

ESTIMATED TOTAL: 136,331.22

PAGE: 1

☑ QUOTE

REQ DOC INQUIRY 2140

1.THIS REQUEST FOR BID WILL BE FOR 10 NEW PORTABLE LIGHT TOWERS. CURRENT UNITS ARE OVER 15 YEARS OLD & HAVE REACHED THE END OF THEIR USEFUL SERVICE LIFE CYCLE. NEW TOWERS ARE EQUIPPED WITH EFFICIENT LED LIGHTS THAT EXTEND RUN TIME REDUCING OVERALL OPERATING COSTS. THESE ARE EQUIPPED WITH 2700-4700 WATTS AUX POWER SUPPLY ALLOWING FOR THE USE OF TOOLS OR EQUIPMENT WHILE THE LIGHTS ARE RUNNING. THESE WILL BE ASSIGNED TO PRECINCTS 1-8, HPB & ESU. THEY WILL BE UTILIZED FOR ACCIDENT SCENES, FUNERALS, POWER OUTAGES, DUI CHECK POINTS, SEARCH OPERATIONS, EVIDENCE COLLECTION, ETC.
2.SAME AS ABOVE
3.NO ALTERNATIVE
4.NONE
5.NO REVENUE
6.THIS PURCHASE WILL BE FUNDED BY CAPITOL PROJECT 50622
VENDOR CONTACT:MATT ROMANO(718)-932-4100/PD:GSCHNEIDER.COM
OPEN MARKET

CAP RENTS
18-25 43rd STREET
ASTORIA , NY 11105
718-932-4100 (P) 718-932-8971 (F)

Status: Quote
Quote #: q3641

Quote To: Wed 11/26/2025 9:00AM

Operator: MATT ROMANO

Customer #: 3020

NCPD FLEET SERVICE BUREAU
101 GRUMMAN ROAD WEST
BETHPAGE, NY 11714

Phone 516-573-3480

Job Descr: Nassau County Police Department

Ordered By: Greg Schneider

Used at Address
GREG SCHNEIDER
Nassau County Police Department

* ALL NEW EQUIPMENT IS C.O.D ONLY **

LEAD TIME: END OF JANUARY 2026

Greg Schneider
Police Auto Shop Supervisor II
Fleet Service Bureau
Nassau County Police Department
516-573-3480

Qty	Equipment ID#	Items Sold	Status	Each	Price
10	LTT6	LIGHT TOWER LED DIESEL WACKER NEUSON	Retail	$13,350.00	$133,500.00
		includes ball hitch, auto start, battery heating, blockheater, eng coolant low temp, fuel pump, outlet duplex & twist, diffuser kit, battery tender jr., preheat oil pan			
6	MS	LED LIGHT ASSY 5100068410	Retail	$471.87	$2,831.22

Quote valid for 30 days.

		Sales:			
		$136,331.22			
Subtotal:			**Total:**	**Paid:**	**Amount Due:**
$136,331.22			$136,331.22	$0.00	**$136,331.22**

- CUSTOMER RESPONSIBLE FOR ANY FLAT
- CUSTOMER RESPONSIBLE FOR ANY AND ALL DAMAGES TO MACHINE
- CHARGES TO BE PUT ON CUSTOMER'S CREDIT CARD
- FUEL TO BE CHARGED AT A RATE OF $ 6.00 P/GAL IF EQUIPMENT NOT RETURNED WITH A FULL TANK OF FUEL
- INSURANCE CERTIFICATE REQUIRED EVIDENCING PROOF OF REPLACEMENT COST AND LISTING CAP RENTAL SUPPLY AS ADDITIONAL INSURED

Signature:

NCPD FLEET SERVICE BUREAU

FORMAL BID RECOMMENDATION

BID NUMBER: 28583-04096-051 OPEN: April 9, 2026

TITLE: Light Towers

DATE: April 17, 2026

TO: MARIA MANGIBIN FROM: ADMINISTRATION

PLEASE REVIEW ATTACHED BID RESULT. NOTE YOUR RECOMMENDATION FOR AWARD. FORWARD THIS TRANSMITTAL SHEET TOGETHER WITH BID FILE. RETAIN REQUISITION.

Date: April 17, 2026

To: Supervisor From: Maria Mangibin, Buyer

List of recommended awards in accordance with the attached summary is shown in column at right. The reason for award to other than low bidder is indicated on the reverse side of this page.

Maria Mangibin
Buyer

Date: _____

To: Director From: Supervisor

☐ Concur ☐ Disagree (See Reverse)

Date: 4/17

To: Buyer From: Director

☒ Approved for Award

☐ Hold award pending discussion

NO ☐ Subject to Legislature Approval

YES ☒ Subject to Legislature Approval

Director

	BID RESULTS
Item	**Bidder**
1	Recommend that this be awarded to **CAP Rents Supply LLC** as the lowest responsible bidder meeting specifications and bid terms for all items.

OFFICE OF PURCHASING
SUMMARY OF BIDS
OPENED: April 9, 2026 AT 11:00 A.M.
BID NO: 28583-04096-051
REQ. NO: RQPD26000028
TITLE: **LIGHT TOWERS**

ITEM #	ARTICLE	QTY	UNIT	CAP RENTS SUPPLY, LLC 113573610		TRIUS, INC. 111904714		POWERTECH CONTROLS CO. 113141342		4	5	6	DETAILS OF AWARD	
				1		2		3					TO NO.	AMOUNT
1	MFR: WACKER NEUSON LTT6 LIGHT TOWER	10	Ea.	13350.00	133500.00	13987.00	139870.00	16725.00	167250.00					
2	MFR: WACKER NEUSON LED LIGHT ASSY 5100068410	6	Ea.	471.87	2831.22	368.00	2208.00	621.09	3726.54					
					136331.22		142078.00		170976.54					
PRPARED BY			TERMS	NET		NET		NET	NET	NET	NET	NET		

Kimberly Stanton hereby certifies that the bids listed above were ope
place specified therein and that the above is a correct transcription fr

CAPEQUI-01 JBURGOS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/13/2026

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	CONTACT NAME: Jackie Burgos, ACSR	
AssuredPartners New England, Inc. 100 Beard Saw Mill Road Shelton, CT 06484	PHONE (A/C, No, Ext): (203) 514-4450	FAX (A/C, No): (203) 514-4450
	E-MAIL ADDRESS: Jackie.Burgos@AssuredPartners.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Hartford Fire Ins. Co.	19682
INSURED	INSURER B : Trumbull Insurance Company	27120
CAP Rents Supply, LLC 18-25 43rd Street Astoria, NY 11105	INSURER C : Hartford Casualty Ins. Co.	29424
	INSURER D : SiriusPoint Specialty Insurance Corporation	16820
	INSURER E : Accident Fund Insurance Co of America	10166
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE OCCUR	X		31UENOK2BD0	7/31/2025	7/31/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$ 2,000,000
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO			31UENOL3639	7/31/2025	7/31/2026	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE			31HHUOK2BD1	7/31/2025	7/31/2026	AGGREGATE	$ 2,000,000
	DED X RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
D	Commercial Umbrella			ARCUSXC244762025	7/31/2025	7/31/2026	$3M XS $2M Above	3,000,000
E	Excess Umbrella			GXL000236502	7/31/2025	7/31/2026	$5M XS $5M Above	5,000,000

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

Total Excess Liability Limit is $20M Eff 7/31/25-26 - Primary Layer $2M Hartford Casualty Ins Co Pol #31HHUOK2BD1. 2nd Layer $3M XS $2M SiriusPoint Specialty Ins Corp Pol #ARCUSXC244762025 3rd Layer $5M XS $5M Accident Fund Pol #GXL0002365 02. 4th Layer $10M XS $10M Mt Hawley Ins Co Pol#MXL0444400.

Nassau County Office of Purchasing is included as an Additional Insured, per the terms, exclusions, and conditions of the General Liability policy.

CERTIFICATE HOLDER

Nassau County Office of Purchasing
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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NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only)
CAP RENTS SUPPLY LLC
18-16 45TH STREET
ASTORIA, NY 11105

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*

1b. Business Telephone Number of Insured
718-204-8400

1c. Federal Employer Identification Number of Insured or Social Security Number
113573610

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
Nassau County Office of Purchasing
One West Street
Mineola, NY 11501

3a. Name of Insurance Carrier
ShelterPoint Life Insurance Company

3b. Policy Number of Entity Listed in Box "1a"
DBL157842

3c. Policy effective period
12/01/2025 to 11/30/2026

4. Policy provides the following benefits:
- [x] A. Both disability and paid family leave benefits.
- [ ] B. Disability benefits only.
- [ ] C. Paid family leave benefits only.

5. Policy covers:
- [x] 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 4/16/2026 By _____
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100 Name and Title Wade Harrison, President

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 emailed to PAU@wcb.ny.gov or it can 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 4B, 4C or 5B have 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(Article 9 of the Workers' Compensation Law) with respect to all of their 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.***

DB-120.1 (12-21)

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 NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) 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 NYS 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 Insurance Coverage for NYS disability and/or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.

NYS 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.

NYSIF
New York State Insurance Fund

PO Box 66699, Albany, NY 12206
| nysif.com

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

^^^^^^ 113573610
HAYLOR FREYER & COON INC
300 S STATE STREET, SUITE 1000
SYRACUSE NY 13202-2070

SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER	CERTIFICATE HOLDER
CAP RENTS SUPPLY LLC 18-25 43RD STREET ASTORIA NY 11105	NASSAU COUNTY OFFICE OF PURCHA ONE WEST STREET MINEOLA NY 11501

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
Z 635 019-3	76033	10/01/2025 TO 10/01/2026	4/14/2026

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 635 019-3, 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.

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: 917780502

U-26.3

Certified: --

E-55-26

FILED BY THE CLERK OF THE NASSAU COUNTY LEGISLATURE APRIL 28, 2026 12:52 PM

NIFS ID: CLAT26000010

Capital:

Contract ID #: **CQAT22000013**

NIFS Entry Date: **02/27/2026**

Department: County Attorney

Service: **Special Counsel (Rothschild)**

Term: **July 19, 2022 to completion of services**

Contract Delayed:

Slip Type: **Amendment**		
CRP:		
Time Extension:		
Addl. Funds:		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	**No**
2) Comptroller Approval Form Attached:	**No**
3) CSEA Agmt. & 32 Compliance Attached:	**No**
4) Significant Adverse Information Identified? (if yes, attach memo):	**No**
5) Insurance Required:	**Yes**

Vendor/Municipality Info:	
Name: **Berkman, Henoch, Peterson & Peddy, P.C.**	ID#:**113142336**
Main Address: **400 Garden City Plaza Garden City, NY 11530**	
Main Contact: **Joseph Macy**	
Main Phone: **(516) 222-6200**	

Department:
Contact Name: **Mary Nori**
Address: **1 West Street Mineola, New York 11501**
Phone: **(516) 571-6083**
Email: **hoggeri@nassaucountyny.gov,mnori@nassaucountyny.gov,acaruso@nassaucountyny.gov**

Contract Summary

Purpose: This is an Amendment (1) to an existing special counsel agreement with Berkman, Henoch, Peterson & Peddy, P.C., formerly known as Berkman, Henoch, Peterson, Peddy & Fenchel, P.C. ("Counsel" or “Berkman Henoch”), the firm selected to represent the County in an employment discrimination matter known as Rothschild v. County of Nassau, et. al., Docket No. 22-cv-02089, a case involving a County employee alleging that her rights under the Americans with Disabilities Act were violated.

Procurement History: In April 2018, 2019, and 2022, the County Attorney's Office conducted a formal Request for Qualifications ("RFQ") to identify eligible, experienced legal counsel for a broad array of legal areas, and a panel of firms ("Panel") qualified to provide legal services for the County has been established. Counsel has been added to this Panel. On April 19, 2022, nine (9) firms were solicited from the Panel qualified in the areas of municipal defense, federal civil rights, and litigation, to provide services on the matter that is the subject of this contract. Nine (9) firms responded. An evaluation committee was formed, and proposals were

scored and ranked. As a result, the highest-ranking proposer, who was Berkman Henoch, was selected to handle this matter.

Description of General Provisions: Services shall include, but not be limited to, providing legal counsel; motion practice; pre-trial discovery; trial; appeals; and such other Services as may be required to fully represent the County.

Impact on Funding / Price Analysis: This amendment will increase the maximum amount by $120,000. The amended maximum amount will be $273,750. There will be a partial encumbrance of $65,000.

Change in Contract from Prior Procurement: There is an increase to the maximum amount.

Method of Source Selection:

☑ Contract amendment, extension, or renewal

Contract originally executed on: 12/21/2022

Original procurement method: RFQ

MWBE Participation:

☑ Participation of Minority-owned and Women-owned Business Enterprises 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 by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

☑ Vendor will not require any subcontractors.

Contractor is a (check all that apply):

☐ MWBE

☐ SDVOB

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
GEN	10	1100	DE	ATGEN1100	DE502	ATGEN1100 DE502	04	$65,000.00
						TOTAL		**$65,000.00**

Additional Info	
Blanket Encumbrance	
Transaction	
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	$65,000.00
Federal	$0.00
State	$0.00
Capital	$0.00
Other	$0.00
Total	**$65,000.00**

Routing Slip

Department			
NIFS Entry	Mary Nori	04/07/2026 10:09AM	Approved
NIFS Final Approval	Mary Nori	04/07/2026 10:09AM	Approved
Final Approval	Mary Nori	04/07/2026 10:09AM	Approved
County Attorney			
Approval as to Form	Julie Silverstein	04/07/2026 03:51PM	Approved
RE & Insurance Verification	Grady Farnan	04/07/2026 10:46AM	Approved
NIFS Approval	Mary Nori	04/13/2026 01:04PM	Approved
Final Approval	Mary Nori	04/13/2026 01:04PM	Approved
OMB			
NIFS Approval	Raquel Rosen	04/07/2026 02:08PM	Approved
NIFA Approval	Irfan Qureshi	04/13/2026 10:47AM	Approved
Final Approval	Irfan Qureshi	04/13/2026 10:47AM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	04/13/2026 02:46PM	Approved
DCE Compliance Approval	Robert Cleary	04/21/2026 05:03PM	Approved
Vertical DCE Approval	Arthur Walsh	04/23/2026 04:33PM	Approved
Final Approval	Arthur Walsh	04/23/2026 04:33PM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	04/28/2026 12:44PM	Approved
Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending
Legal Approval			Pending

Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

RULES RESOLUTION NO. – 2026

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY ATTORNEY'S OFFICE AND BERKMAN, HENOCH, PETERSON & PEDDY, P.C.

WHEREAS, the County has negotiated an amendment to a personal services agreement with Berkman, Henoch, Peterson & Peddy, P.C., 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 amendment to the agreement with Berkman, Henoch, Peterson & Peddy, P.C.

AMENDMENT NO. 1

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 **Office of the Nassau County Attorney**, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) **Berkman, Henoch, Peterson & Peddy, P.C.** with an office located at 400 Garden City Plaza, Suite 320, Garden City, New York 11530 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQAT22000013 between the County and Counsel, executed on behalf of the County on December 21, 2022 (the "Original Agreement"), Counsel represents the County in the case of *Rothschild v. County of Nassau, et. al.*, Docket No. 22-cv-2089, 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 July 19, 2022 to completion of services, unless sooner terminated in accordance with the provisions of the Original Agreement (the "Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse Counsel for Services under the Original Agreement, as full compensation for the Services, was One Hundred Fifty-Three Thousand Seven Hundred Fifty Dollars ($153,750.00) (the "Maximum Amount"); and

WHEREAS, the County desires to increase the Maximum Amount of the Original Agreement.

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

1. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by One Hundred Twenty Thousand Dollars ($120,000.00) (the "Amendment Maximum Amount"), so that the maximum amount the County shall pay to Counsel as full consideration for all Services provided under the Original Agreement, as amended by this Amendment (the "Amended Agreement") shall be Two Hundred Seventy-Three Thousand Seven Hundred Fifty Dollars ($273,750.00) (the "Amended Maximum Amount").

2. 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 Sixty-Five Thousand Dollars ($65,000.00). Thereafter, the Department shall notify Counsel of the availability of additional monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

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.

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

BERKMAN, HENOCH, PETERSON & PEDDY, P.C.

By: Donna A Napolitano

Name: DONNA A NAPOLITANO

Title: Partner

Date: 2/26/2026

NASSAU COUNTY

By: Thomas A Adams

Name:
Title: County Attorney

Date: Feb 27, 2026

NASSAU COUNTY

By:

Name:
Title: County Executive
☐ Deputy County Executive

Date:

PLEASE EXECUTE IN BLUE INK

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

On the 26th day of February in the year 2026 before me personally came DONNA A. NAPOLITANO 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~~ a partner of Berkman Henoch, 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

THERESA GITTER
NOTARY PUBLIC-STATE OF NEW YORK
No. 01GI4880125
Qualified in Nassau County
My Commission Expires 12-15-2026

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

On the 27th day of February in the year 2026 before me personally came **Thomas A. Adams** to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is the **County Attorney** of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he signed his name thereto pursuant to Section 1101 of the County Government Law of Nassau County.

NOTARY PUBLIC

DIANA CATAPANO
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01CA6089854
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES MAR. 31, 2027

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

NIFA Nassau County Interim Finance Authority

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

1. Vendor: Berkman, Henoch, Peterson & Peddy, P.C.

2. Amount requiring NIFA approval: $120,000.00

Amount to be encumbered: $65,000.00

Slip Type: 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: to July 19, 2022 to completion of services

Has work or services on this contract commenced? Yes

If yes, please explain: This is an amendment to an existing contract.

4. Funding Source:

General Fund (GEN)	X	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?	Yes
If not, will it require a future borrowing?	No
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 (1) to an existing special counsel agreement with Berkman, Henoch, Peterson & Peddy, P.C., formerly known as Berkman, Henoch, Peterson, Peddy & Fenchel, P.C. ("Counsel" or "Berkman Henoch"), the firm selected to represent the County in an employment discrimination matter known as Rothschild v. County of Nassau, et. al., Docket No. 22-cv-02089, a case involving a County employee alleging that her rights under the Americans with Disabilities Act were violated.

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

Nassau County Attorney as to form	Yes
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	Posting Date	Amount Added in Prior 12 Months

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 04/13/2026

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.

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?

Electronically signed and certified at the date and time indicated by:
Joseph E. Macy [J.MACY@BHPP.COM]

Dated: 11/12/2025 10:48:15 am

Vendor: Berkman, Henoch, Peterson & Peddy, P.C.

Title: President/Treasurer

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 A. Carruba

Date of birth: [redacted]

[redacted]

[redacted]

Country: US

Business Address: 400 Garden City Plaza, Suite 320

City:	GARDEN CITY	State/Province/ Territory:	NY	Zip/Postal Code:	11530

Country US

Telephone: 15162226200

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	
Chairman of Board		Shareholder	01/01/2018
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President	01/01/2018		
(Other)			

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

7.25176

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 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 A. Carruba , 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 A. Carruba , 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.

Berkman, Henoch, Peterson & Peddy, P.C.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Robert A. Carruba R.CARRUBA@BHPP.COM

Vice President

Title

11/12/2025 11:40:36 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: Joseph E Macy

Date of birth: [redacted]

[redacted]

[redacted]

Country: US

Business Address: 400 Garden City Plaza, Suite 320

City:	Garden City	State/Province/ Territory:	NY	Zip/Postal Code:	11530
Country	US				
Telephone:	516-222-6200				

Other present address(es): 100 Garden City Plaza

City:	GARDEN CITY	State/Province/ Territory:	NY	Zip/Postal Code:	11530
Country:	US				
Telephone:	15162226200258				

List of other addresses and telephone numbers attached

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

President	01/01/2022	Treasurer	01/01/2022
Chairman of Board		Shareholder	01/01/2003
Chief Exec. Officer		Secretary	01/01/2023
Chief Financial Officer		Partner	
Vice President	01/01/2003		
(Other)			

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

90.08%

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 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 E. Macy , 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 E. Macy , 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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Berkman, Henoch, Peterson & Peddy, P.C.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Joseph E. Macy J.MACY@BHPP.COM

President/Treasurer

Title

11/12/2025 10:51:10 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: 11/12/2025

1) Proposer's Legal Name: Berkman, Henoch, Peterson & Peddy, P.C.

2) Address of Place of Business: 400 Garden City Plaza, Suite 320

City: Garden City State/Province/ Territory: NY Zip/Postal Code: 11530

Country: US

3) Mailing Address (if different): Not Applicable.

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: 03-915-3556

5) Federal I.D. Number: [redacted]

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?
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.

Conflict searches are performed utilizing Rainmaker Platinum software.

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;

11/16/1982

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.

File attached.

3 File(s) uploaded: Business History Form-Vendor Disclosure Form 4.11.24.docx, Business History Form-Vendor Disclosure Form 8.4.22.docx, Business History Form-Vendor Disclosure Form 8.4.22.docx

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

2 File(s) uploaded: Business History Form-Vendor Disclosure Form 4.11.24.docx, Business History Form-Vendor Disclosure Form 8.4.22.docx

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

45

vi) Annual revenue of firm;

[redacted]

vii) Summary of relevant accomplishments

1 File(s) uploaded: 17A. Relevant Accomplishments.pdf

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

B. Indicate number of years in business.

43

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: 17A. Relevant Accomplishments.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.

Company	Suffolk County		
Contact Person	Chris Clayton, Esq., County Attorney		
Address	H. Lee Dennison Building		
City	Hauppauge	State/Province/Territory	NY
Country	US		
Telephone	(631) 853-4049		
Fax #			
E-Mail Address	Christopher.Clayton@suffolkcountyny.gov		

Company	Town of Hempstead		
Contact Person	Hon. Jack Libert, Chief of Staff		
Address	One Washington Street, 4th Floor		
City	Hempstead	State/Province/Territory	NY
Country	US		
Telephone	(516) 489-5000		
Fax #			
E-Mail Address	JLibert@hempsteadny.gov		

Company	Town of Oyster Bay		
Contact Person	Frank Scalera, Esq., Town Attorney		
Address	Town Hall, 54 Audrey Avenue		
City	Oyster Bay	State/Province/Territory	NY
Country	US		
Telephone	(516) 624-6150		
Fax #			
E-Mail Address	Fscalera@oysterbay-ny.gov		

I, Joseph E. Macy , 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 E. Macy , 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: Berkman, Henoch, Peterson & Peddy, P.C.

Electronically signed and certified at the date and time indicated by:
Joseph E. Macy J.MACY@BHPP.COM

President/Treasurer
Title

11/12/2025
Date

Business History Form
(Continued)

17A. **Proposer's Professional Qualifications and Relevant Accomplishments:**

For over thirty-five years, the Firm has served as special counsel to numerous municipal and governmental agencies throughout the State of New York. In addition to our extensive representation of the Town, the Firm has in the past or currently serves as counsel for the County of Nassau, the Town of Oyster Bay, the Town of North Hempstead, the County of Suffolk, the Suffolk County Legislature, the Village of Garden City, the Village of Plandome Manor, the Village of Laurel Hollow, the Town of Babylon, the Town of Smithtown, the Town of Southold, the Town of Southampton, the Incorporated Village Of Freeport, the Town of Cheektowaga, the Town Of Huntington, the City Of Long Beach, the Incorporated Village Of Hempstead, the Village Of Patchogue, the Incorporated Village of Muttontown, the North Hempstead Housing Authority, the Huntington Housing Authority, the New York State Housing Finance Agency, the Hempstead School District, the Nassau Regional Off Track Betting Corporation, NuHealth/Nassau Health Care Corporation, the Long Island Railroad, the Metropolitan Transit Authority, the Federal Deposit Insurance Corporation and the State of New York Mortgage Agency. Our prior and current representation of municipal clients involves matters including the defense of alleged violations of constitutional rights (42 U.S.C. 1983); constitutional challenges to land use and zoning regulations; actions to enjoin land uses prohibited pursuant to zoning regulation such as adult uses; municipal contract disputes; solid waste management actions including, the location and use of real property as solid waste transfer stations; defense of constitutional challenges to municipal code enforcement actions; Federal Fair Housing Act litigation; constitutional challenges to town-wide tax reassessment; defense of municipal officers; civil rights; defamation; employment discrimination; ancient land claims; defense of constitutional challenges to legislative action involving the separation of powers doctrine; urban renewal planning; constitutional challenges to municipal ordinances; zoning; SEQRA issues and challenges; CPLR Article 78 actions; municipal challenges to Department of Transportation regulation of Republic Airport; municipal challenge to Metropolitan Transportation Authority exercise of eminent domain; representation of municipality with respect to New York State Department of Environmental Conservation application for siting and operating permit for electric generating facility; eminent domain/condemnation; adverse possession; defacto taking; labor disputes, including challenge to municipal union's selection of arbitrator; and, Building and Fire Code violations.

In addition to our legal representation of municipal governments and agencies, the firm has extensive experience in wireless telecommunications, the litigation of commercial and contractual disputes, commercial and residential landlord/tenant disputes, personal injury defense, complex real estate transactions, and tax certiorari.

The list of matters in which the Firm has successfully represented various municipal agencies is too extensive to include as part of this response. In order to provide you with a sampling of our work on behalf of municipalities, we respectfully refer you to the following matters.

On Behalf of the Town of Hempstead

Lawrence Coleman v. Town of Hempstead, at al.
United States District Court, Eastern District of New York
Dkt. No. 16-cv-3462
Federal First Amendment Claims Pursuant to 42 U.S.C. §1983.
Trial before Magistrate Judge Steven I. Locke. Jury verdict awarded in favor of defendant, Town of Hempstead, on September 17, 2019.

Bain v. Town of Hempstead
United States District Court, Eastern District of New York
Dkt. No. 17-cv-06554
Plaintiff, the parent and guardian of an infant commenced an action before the United States District Court in West Virginia after the child was severely bitten alleging that the Town had been negligent in permitting the "rescue" of a dangerous dog from its municipal animal shelter. After the Firm obtained dismissal of the action in West Virginia, plaintiff recommenced the case before the federal court in New York. At the conclusion of discovery, the Town was granted summary judgment dismissing plaintiff's complaint.

Barbara Anne Thomas v. Town of Hempstead, et al.
United States District Court, Eastern District of New York
Dkt. No. 17-cv-2813
Successfully obtained summary judgment dismissing plaintiff's civil rights first amendment based claims, employment discrimination, and pendent state claims against town.

On Behalf of County of Nassau

Isley v. County of Nassau, et al.
United States District Court, Eastern District of New York
Dkt. No. 11 cv 5228
Successfully defended the County and numerous members of the Nassau County Police Department at trial against alleged 4th Amendment violations and state law claims of excessive force and false arrest.

Solomon v. County of Nassau, et al.
United States District Court, Eastern District of New York
Dkt. No. 08 cv 703
Successfully defended the County and members of the Nassau County Sheriff's Department against alleged 4th and 14th Amendment violations.

Prince v. County of Nassau, et al.

United States District Court, Eastern District of New York
Dkt. No. 08 cv 1829
Successfully defended the County and numerous members of the Nassau County Police Department at Fire Marshal's Office at a three month trial for alleged 4th and 14th Amendment violations together with pendent state claims of tortious interference with property and intentional infliction of emotional distress.
Verdict Affirmed on appeal, Second Circuit Court of Appeals, Dkt No. 12 cv 4795

On Behalf of County of Suffolk

Brownyard v. County of Suffolk

Supreme Court, Suffolk County
Index No. 1596-2015
In action alleging violations of New York State Law and Suffolk County Charter relating to taxation of residents of the Southwest Sewer District, the Firm successfully defeated plaintiff's motion for summary judgment, defeated the motion for class certification, and successfully moved to disqualify plaintiff's counsel, Paul Sabatino, Esq.

The Town of Riverhead et al. v. The County of Suffolk

Supreme Court, Suffolk County
Index No. 02872-2017
The Firm successfully defended the County of Suffolk in an action commenced by the Town of Riverhead seeking to compel the County to pay Riverhead from the New York Sales Tax revenues collected and paid to the County pursuant to Section 1210-a of the Tax Law in amounts necessary to stabilize the Town's sewer rate assessments and taxes.

Kennedy v. Suffolk County

Supreme Court, Suffolk County
Appellate Division, Second Department
Index No. 2018 - 11299
Successfully obtained injunction and stay pending appeal before Appellate Division, Second Department from the order of the Supreme Court, Suffolk County, which enjoined County from evaluating requests for proposals in light of subpoena issued by County Comptroller seeking involvement in the RFP process.

Consultant's, Contractor's and Vendor's Disclosure Form

Business History Form

17. A. ii. Names and addresses of all principals, etc.

Joseph E. Macy – President/Treasurer
[redacted]

Robert A. Carruba – Vice President
[redacted]

COUNTY OF NASSAU

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

1. Name of the Entity: Berkman, Henoch, Peterson & Peddy, P.C.

Address: 400 Garden City Plaza, Suite 320

City: GARDEN CITY State/Province/Territory: NY Zip/Postal Code: 11530

Country: US

2. Entity's Vendor Identification Number: [redacted]

3. Type of Business: Other (specify) Professional 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):

6 File(s) uploaded: Business History Form-Vendor Disclosure Form 4.11.24.docx, Business History Form-Vendor Disclosure Form 4.11.24.docx, Business History Form-Vendor Disclosure Form 4.11.24.docx, Vendor Disclosure Form 3.22.22.docx, Vendor Disclosure Form 3.22.22.docx, Vendor Disclosure Form 9.8.22.docx

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.

Same as question 4.

2 File(s) uploaded: Business History Form-Vendor Disclosure Form 4.11.24.docx, Vendor Disclosure Form 3.22.22.docx

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):

Not applicable.

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

Not applicable.

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

Not applicable.

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 E. Macy [J.MACY@BHPP.COM]

Dated: 11/18/2025 10:32:16 am

Title: President/Treasurer

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.

Consultant's, Contractor's and Vendor's Disclosure Form

Business History Form

Names and addresses of all principals, etc.

Joseph E. Macy – President/Treasurer
[redacted]

Robert A. Carruba – Vice President
[redacted]

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) **Berkman, Henoch, Peterson, Peddy & Fenchel, P.C.**, with an office located at 100 Garden City Plaza, Garden City, New York 11530 ("Counsel" or "Contractor").

WITNESSETH:

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

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

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

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

1. Term. This Agreement shall commence on July 19, 2022 and shall terminate upon 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 the County in an employment discrimination matter known as *Rothschild v. County of Nassau, et. al.*, 22-CV-2089, a case involving a County employee alleging her rights under the Americans with Disabilities Act, were violated, *inter alia*, (the "Services"). Services shall include, but not be limited to, providing legal counsel; motion practice; pre-trial discovery; trial; appeals; 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 One Hundred Fifty-Three Thousand Seven Hundred Fifty Dollars ($153,750.00) ("Maximum Amount"). Compensation for Counsel's Services shall be an hourly rate according to the following schedule:

(i)	Partner:	$250.00
(ii)	Associate:	$250.00
(iii)	Paralegal	$ 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 Amendment. Counsel

further acknowledges that the initial encumbrance shall be Fifty Thousand Dollars ($50,000.00). Thereafter, the Department shall notify Counsel of the availability of additional monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

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

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

(d) Expenses and Disbursement. Counsel shall be compensated within the Maximum Amount for all reasonable expenses and disbursements actually incurred, including but not limited to out-of-pocket disbursements for investigators, trial preparation services, court reporting services, interpreters, and other legitimate expenses in accordance with the Nassau County Litigation Management Guidelines, as may be amended, provided under separate cover and incorporated herein (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 presentment. Counsel shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of Counsel shall allege that the above-described actions and inactions preceded Counsel's action or special proceeding against the County.

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

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

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

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

19. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be

formally amended to comply strictly with the Law, without prejudice to the rights of either party.

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

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

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

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

21. Administrative Service Charge. Counsel agrees to pay the County an administrative service charge of 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.

BERKMAN, HENOCH, PETERSON, PEDDY & FENCHEL, P.C.

By: Joseph E. Macy

Name: Joseph E. Macy, Esq.

Title: President/Treasurer

Date: 8/10/22.

NASSAU COUNTY

By: Thomas A Adams

Name: Thomas A. Adams
Title: County Attorney

Date: 9/8/2022

NASSAU COUNTY

By:

Name:
Title: County Executive
☐ Deputy County Executive

Date: 12 - 21 - 22

ARTHUR T. WALSH
Chief Deputy County Exec

PLEASE EXECUTE IN BLUE INK

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

On the 10th day of AUGUST in the year 2022 before me personally came Joseph E. Macy 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 President/~~Treasurer~~ of Berkman, Henoch, Peterson & Peddy, P.C., 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

THERESA GITTER
NOTARY PUBLIC-STATE OF NEW YORK
No. 01GI4880125
Qualified in Nassau County
My Commission Expires 12-15-2022

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

On the 8th day of September in the year 2022 before me personally came **Thomas A. Adams**, to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is the **County Attorney of the County of Nassau**, the municipal corporation described herein and which executed the above instrument; and that he signed his ~~or her~~ name thereto pursuant to Law, including Nassau County Charter Section 1101.

NOTARY PUBLIC

DIANA CATAPANO
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01CA6089854
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES MAR. 31, 2023

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

On the 21 day of December in the year 2022 before me personally came ARTHUR T. WALSH to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of NASSAU; that he or she is a **County Executive of the County of Nassau**, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

RENEE S REDDY
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01RE6434298
Qualified in Nassau County
Commission Expires June 6, 2026

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, blueprints 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:

Joseph E. Macy, Esq., President/Treasurer (Name)

Berkman, Henoch, Peterson & Peddy, P.C.
100 Garden City Plaza, 3rd Floor, Garden City, New York 11530 (Address)

(516) 222-6200, ext. 258 (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.

8/10/22
Dated

Joseph E. Macy
Signature of Chief Executive Officer

Joseph E. Macy, President/Treasurer
Name of Chief Executive Officer

Sworn ~~to before~~ me this
10th day of AUGUST, 2022.

Notary Public

THERESA GITTER
NOTARY PUBLIC-STATE OF NEW YORK
No. 01GI4880125
Qualified in Nassau County
My Commission Expires 12-15-2022

Client#: 196061 BERKHEN

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/09/2026

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Commercial Support
Edgewood Partners Ins. Center 499 Washington Blvd Suite 810 Jersey City, NJ 07310	PHONE (A/C, No, Ext): 631-390-9700 FAX (A/C, No): E-MAIL ADDRESS: NECertificates@epicbrokers.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Sentinel Insurance Company, Ltd.	11000
INSURER B : The Continental Insurance Company	35289
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Berkman, Henoch, Peterson & Peddy
400 Garden City Plaza, Suite 320
Garden City, NY 11530

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:	Y		[redacted]	01/30/2026	01/30/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$1,000,000 $1,000,000 $10,000 $1,000,000 $2,000,000 $2,000,000 $
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			[redacted]	01/30/2026	01/30/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $ $
A	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / X RETENTION $10000			[redacted]	01/30/2026	01/30/2027	EACH OCCURRENCE AGGREGATE $	$5,000,000 $5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		[redacted]	04/01/2026	04/01/2027	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000

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

Certificate holder is included as additional insured for general liability coverage as required by written contract.

CERTIFICATE HOLDER

County of Nassau
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

Leonard Scirocco

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SRE08

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only)
BERKMAN, HENOCH, PETERSON & PEDDY P.C.
400 GARDEN CITY PLAZA, SUITE 320
GARDEN CITY, NY 11530

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*

1b. Business Telephone Number of Insured
5162226200

1c. Federal Employer Identification Number of Insured or Social Security Number
[redacted]

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
County of Nassau
1550 Franklin Avenue
Mineola, NY 11501

3a. Name of Insurance Carrier
Standard Security Life Insurance Company of New York

3b. Policy Number of Entity Listed in Box 1a
D99700-000

3c. Policy Effective Period
7/1/2011 to 11/11/2026

4. Policy provides the following benefits:
- [x] A. Both disability and Paid Family Leave benefits.
- [ ] B. Disability benefits only.
- [ ] C. Paid Family Leave benefits only.

5. Policy covers:
- [x] 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 11/12/2025 By _____
(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)

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 emailed to PAU@wcb.ny.gov or it can 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 4B, 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(Article 9 of the Workers' Compensation Law) with respect to all of their 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 NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate)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 NYS 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 Insurance Coverage for NYS disability and/or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.

NYS 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.

Client#: 196061 BERKHEN

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/02/2026

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Aixa Gonzalez	
Edgewood Partners Ins. Center 499 Washington Blvd Suite 810 Jersey City, NJ 07310	PHONE (A/C, No, Ext): 201.793.4102	FAX (A/C, No):
	E-MAIL ADDRESS: aixa.gonzalez@epicbrokers.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Greenwich Insurance Company	22322
INSURED Berkman Henoch Peterson & Peddy PC 400 Garden City Plaza, Suite 320 Garden City, NY 11530-4812	INSURER B :	
	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 INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Lawyers Professional Liability			LPN903595608	11/04/2025	11/04/2026	$5,000,000 Each Claim $5,000,000 Aggregate $50,000 Per Claim	

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

CERTIFICATE HOLDER

County of Nassau
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

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RHA07

Certified: --

E-56-26

FILED BY THE NASSAU COUNTY CLERK OF THE LEGISLATURE APRIL 28, 2026 2:40 PM

NIFS ID: CLFC26000001

Capital:

Contract ID #: **CQFC21000002**

NIFS Entry Date: **02/27/2026**

Department: Fire Commission

Service: **Fire Service Training**

Term: from **01/01/2026** to **12/31/2026**

Contract Delayed: **X**

Slip Type: **Amendment**		
CRP:		
Time Extension:		
Addl. Funds:		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	**Yes**
2) Comptroller Approval Form Attached:	**No**
3) CSEA Agmt. & 32 Compliance Attached:	**No**
4) Significant Adverse Information Identified? (if yes, attach memo):	**No**
5) Insurance Required:	**Yes**

Vendor/Municipality Info:	
Name: **Nassau County Vocational Education &ExtensionBoard** DBA: **VEEB**	ID#:**116002404**
Main Address: **30 E Cherry Street** **Hicksville, NY 11801** Contract Specific Address: **1194 Prospect Avenue**	
Main Contact: **JOHN ROTTKAMP**	
Main Phone: **(516) 571-1700**	

Department:
Contact Name: **Bohdan Pilczak**
Address: **Nassau County Public Safety Center** **1194 Prospect Avenue** **Prospect Ave.** **Westbury, NY 11590**
Phone: **(516) 573-9992**
Email: **bpilczak@nassaucountyny.gov,muttaro@nassaucountyny.gov,mgrigonis@nassaucountyny.gov**

Contract Summary

Purpose: Thie is an extension of an agreement with the Vocational Education and Extension Board to provide the OSHA and New York State required training for firefighters and emergency medical technicians of the 70 volunteer fire departments and 5 volunteer ambulance agencies in Nassau County.

Procurement History: VEEB has been training Nassau County firefighters and emergency medical technicians since 1962. This OSHA required training has been done through a personal services contract since 1993.

Description of General Provisions: In addition to providing training to all 70 volunteer fire departments, the Nassau County Fire Marshal's Office and the 5 volunteer ambulance agencies, Nassau County Police Department, Nassau County Sherriff's

Department, and healthcare / hospital workers; VEEB also provides fire safety training to primary education students, scout troops, community organizations and senior citizens as part of a public education program through the Nassau County Firefighters Museum and Education Center operated and staffed by VEEB. They also work in conjunction with the Nassau County Fire Marshal's Office public information officers to provide press releases and public service announcements for summer propane barbequing, July 4th safety, Fire Prevention week and the Thanksgiving and Christmas / Hanukah holidays regarding Christmas tree and holiday candle safety.

Impact on Funding / Price Analysis: The funding is expected to increase as per the current contract agreement. Maximum amount of the contract for FY26 is $4,930,432.00.

Change in Contract from Prior Procurement: The current contract expires on 12/31/25. This amendment will extend the contact by 1 year from 1/1/26 through 12/31/26

Method of Source Selection:

☑ Contract amendment, extension, or renewal

Contract originally executed on: 01/24/2022

Original procurement method: Sole Source Provider

MWBE Participation:

☑ Participation of Minority-owned and Women-owned Business Enterprises 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 by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

☑ Vendor will not require any subcontractors.

Contractor is a (check all that apply):

☐ MWBE

☐ SDVOB

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
FCF	10	1100	DE	FCFCF1100	DE500	FCFCF1100 DE500	06	$4,930,432.00
						TOTAL		**$4,930,432.00**

Additional Info	
Blanket Encumbrance	
Transaction	
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	$4,930,432.00
Federal	$0.00
State	$0.00
Capital	$0.00
Other	$0.00
Total	**$4,930,432.00**

Routing Slip

Department			
NIFS Entry	Bohdan Pilczak	11/13/2025 10:21AM	Approved
NIFS Final Approval	Bohdan Pilczak	11/13/2025 10:21AM	Approved
Final Approval	Bohdan Pilczak	03/02/2026 12:20PM	Approved
County Attorney			
Approval as to Form	Julie Silverstein	03/03/2026 04:15PM	Approved
RE & Insurance Verification	Grady Farnan	03/02/2026 12:36PM	Approved
NIFS Approval	Mary Nori	03/17/2026 09:39AM	Approved
Final Approval	Mary Nori	04/20/2026 02:54PM	Approved
OMB			
NIFS Approval	Nadiya Gumieniak	03/02/2026 12:33PM	Approved
NIFA Approval	Irfan Qureshi	03/03/2026 12:58PM	Approved
Final Approval	Irfan Qureshi	03/03/2026 12:58PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	03/17/2026 10:24AM	Approved
DCE Compliance Approval	Robert Cleary	03/30/2026 03:26PM	Approved
Vertical DCE Approval	Arthur Walsh	04/20/2026 12:18PM	Approved
Final Approval	Arthur Walsh	04/20/2026 12:18PM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	04/28/2026 02:14PM	Approved
Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending
Legal Approval			Pending

Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

RULES RESOLUTION NO. – 2026

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 FIRE COMMISSION AND NASSAU COUNTY VOCATIONAL EDUCATION & EXTENSION BOARD.

WHEREAS, the County has negotiated an amendment to a personal services agreement with the Nassau County Vocational Education & Extension Board, to provide the County with educational and training 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 amendment to the agreement with the Nassau County Vocational Education & Extension Board.

AMENDMENT No. 2

THIS AMENDMENT, (together with any schedules, appendices, attachments and exhibits, if any, this "Amendment"), dated as the date that this Amendment 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 1 1501 (the "County") acting for and on behalf of the County Department of Fire Commission, having its principal office at 1194 Prospect Avenue, Westbury, New York 1 1590 (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") (referred to collectively as the "Parties").

WITNESSETH:

WHEREAS, pursuant to County contract number CQFC21000002 between the County and the Contractor executed on behalf of the County on January 21, 2022 (the "Original Agreement"), the Contractor performs certain vocational education and training services for residents of the County, which are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services" and Attachment A); and

WHEREAS, the Amended Term of the Original Agreement is from January I, 2022 through December 31, 2025, where the County may renew the agreement for one (1) additional one (I) year period (the "Amended Term"); and

WHEREAS, the Parties desire to renew the Original Agreement and extend the Original Term for an additional one (I) year period (the "Renewal Period"); and

WHEREAS, the Parties desire to establish a Maximum Amount and a New Budget for the Renewal Period of the Original Agreement; and

WHEREAS, the Parties desire to establish a Maximum Amount of Four Million Nine Hundred Thirty Thousand Four Hundred Thirty-two Dollars ($4,930,432.00) for the Renewal Period of the Original Agreement; and

WHEREAS, the Parties desire to add Nassau County Junior Firefighters' program to the Scope of Services, more particularly described in amended Appendix A below.

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 amended to terminate on December 31, 2026, unless sooner terminated in accordance with the provisions of this Agreement (the "Renewal Period").

2. The Payment clause of the Original Agreement (Section 3) shall be amended as follows:

3. Payments. (a) The Maximum Amount for the Renewal Period in the Original Agreement shall be Four Million Nine Hundred Thirty Thousand Four Hundred Thirty-two Dollars ($4,930,432.00), as more particularly described in Appendix B below (the "New Budget"). A total of Nine Hundred Fifty Thousand Dollars ($950,000.00) shall be payable in advance upon final execution of this Agreement for Services performed during the Renewal Period, subject to encumbrance and availability of funds. Subsequent payments for Services performed during the Renewal Period shall be made on a reimbursement basis for actual expenses incurred and solely in accordance with the New Budget attached hereto.

(3) Renewal Periods. If the County desires to renew this Agreement, the Department will notify the Contactor of the amount of available funds. The Department's notification will also include the amount of advance funding available. Upon notification from the Department of the amount of available funds for the Renewal Period, the Contractor shall submit a budget within the amount of available funds for such Renewal Period, as well as the Contractor's most recently filed Internal Revenue Service Form 990 (or equivalent form). If the budget is acceptable to the Department, the Department will prepare an amendment to be executed by the parties to this Agreement to exercise the renewal option. Once the amendment has been approved and funding has been encumbered, payments shall be made to the Contractor in accordance with the approved budget for the Renewal Period.

4. Scope of Services. The Scope of Services referred to in Section 2 (a) of the Original Agreement and attached as Appendix A to the Original Agreement, is amended to appear in its entirety as set forth in Amended Appendix A attached hereto (the "Amended Services").

5. 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 Contractor and the County have executed this Agreement as of the date first above written.

NASSAU COUNTY VOCATIONAL EDUCATION AND EXTENSION BOARD

By: John Rottkamp

Name: JOHN ROTTKAMP

Title: Executive Director

Date: 8/22/25

NASSAU COUNTY

By: _____

Name: _____

Title:

____, County Executive

(or) ___, Chief Deputy County Executive

(or) ___, Deputy County Executive

Date: _____

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

On the 22 day of August in the year 2025 before me personally came John Rottkamp 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 VEEB, 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.

Cathy Christine Stahl
NOTARY PUBLIC

CATHY CHRISTINE STAHL
Notary Public - State of New York
NO. 01ST0034810
Qualified in Nassau County
My Commission Expires Mar 13, 2029

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 the _____ of _____, the 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 (Amended Services)

APPENDIX A

The purpose of this Agreement is to provide funding to the Contractor to: (1) operate and staff a Fire Service Academy for the period January 1, 2021 to December 31, 2021 that will provide quality training programs to enable members of the County's fire departments to discharge their responsibilities as firefighters, company officers and department officers in an efficient and effective manner while minimizing the risk to their own personal safety, and to assist the County's 71 fire departments to comply with New York State OSHA regulations and firefighting standards of The National Fire Protection Association; (2) operate and staff an Emergency Medical Services Academy for the period January 1, 2021 to December 31, 2021 to serve the County's Emergency Medical Services system as the premier provider of initial and continuing emergency medical training and educational services in the most efficient and cost-effective manner possible; and (3) operate and staff the Nassau County Firefighters Museum and Education Center (Public Fire Safety and Education) for the period January 1, 2021 to December 31, 2021 to provide fire safety educational programs for residents, school districts, camps and senior citizens of Nassau County.

NASSAU COUNTY FIRE SERVICE ACADEMY

The Contractor shall ensure that the course offerings provided at the Fire Service Academy will reasonably accommodate all students at the Academy to ensure they receive all mandated training.

All instructors at the Fire Service Academy must be qualified as Adult Educators by the NYS Board of Education and have achieved a minimum level of Fire Instructor-1 certification.

The Fire Service Academy is required under this Agreement to provide the following:

(1) The Nassau County Fire Service Academy must offer courses that include the New York State mandated minimum standards for firefighter qualification and National Standards for Firefighter-1 qualification. Those courses are:

- Essentials of Firefighting (33 contact hours and 20 hours of self-study)
- Primary Firefighting (48 contact hours of hands-on, practical firefighting and skills evaluation)
- NYS Hazardous Materials First Responder – Operations Level (18 contact hours and seven hours of self-study)

(2) The Fire Service Academy must offer the following training to all fire service personnel necessary for response and mitigation safety:

- Active Shooter Response (three contact hours)
- Carbon Monoxide Response and Air Monitoring (three contact hours)
- Building Construction (24 contact hours and eight hours of self-study)
- Confined Space Awareness (six contact hours)
- Electric Vehicle Safety for Emergency Responders (six contact hours)
- Fire Extinguishers for Firefighters (three hours combined classroom and practical exercises)

- Fire Ground Communications (three contact hours)
- Fire Behavior Lab (three contact hours)
- Fire Behavior and Arson Awareness (18 contact hours and six hours of self-study)
- Firefighter Survival (11 contact hours comprised of three classroom hours and eight hours of practical exercises and skills evaluation)
- Flammable Liquids (12 contact hours combined classroom and practical exercises)
- Hazardous Materials Annual Refresher (four contact hours)
- Forcible Entry (three hours combined classroom and practical exercises)
- Ice Rescue Awareness (three contact hours)
- Ladder Company Rope Operations (six contact hours comprised of classroom, practical exercises, and skills evaluations)
- Liquified Petroleum Gas-1 (nine contact hours combined classroom and practical exercises)
- Long Island Railroad Safety and Awareness (three classroom hours and three hours of practical exercises)
- Mask Confidence (12 hours combined classroom, practical exercised, and skills evaluations)
- NICE Bus Operations Safety and Awareness (three contact hours)
- Power Saw Operations (three classroom hours and three hours of practical exercises)
- Radiological / Nuclear Awareness (six contact hours)
- Trench Rescue Awareness Level (eight contact hours)
- Utility Emergencies (nine contact hours)
- Vehicle Fires (three classroom hours and three hours of practical exercises)

(3) The Fire Service Academy must offer the following advanced training courses to fire service personnel:

- Apparatus Operator – Aerial Device (24 contact hours and eight hours of self-study)
- Apparatus Operator – Pump (24 contact hours and eight hours of self-study)
- Basic Structural Collapse Operations (eight contact hours)
- Confined Space Rescue (40 hours combined classroom, practical exercises, and skills evaluations)
- Fire Instructor-1 (40 contact hours and 20 hours self-study)
- Fire Police (21 hours combined classroom and practical exercises)
- Hazardous Materials – Incident Command (eight contact hours)
- Ice Rescue Operations (three classroom hours and four hours of practical exercises)
- Incident Safety Officer (18 contact hours and eight hours of self-study)
- Introduction to Basic High-Pressure Air Bags (three contact hours combined classroom and practical exercises)
- Introduction to Fire Officer (30 contact hours and nine hours of self-study)
- Leadership Seminar Series (27 contact hours)
- Liquified Petroleum Gas-2 (six contact hours combined classroom and practical exercises)
- Marine Firefighting for Land Based Operations (three contact hours)
- Managing the Mayday (three contact hours)
- Principles of Instruction (15 contact hours and 10 hours of self-study)

- Firefighter Assist and Search Team (six classroom hours and nine hours of practical exercises)
- Rescue Technician – Basic (eight classroom hours and 16 hours of practical exercises and skills evaluations)
- Rope Operations (three classroom hours and 15 hours of practical exercises and skills evaluations)
- Advanced Rope Operations (six hours of practical exercises and skills evaluations)
- Strategy and Tactics (24 contact hours and eight hours of self-study)
- Vehicle Extrication (six classroom hours and nine hours of practical exercises)
- Water Rescue Operations (16 contact hours combined classroom, practical exercises and skills evaluations)

(4) The Fire Service Academy must conduct a "Department Operations" session. Department Operations consist of four sessions (three hours each) of actual live firefighting evolutions consisting of residential and commercial structure fires. Fire departments receive assessments after each session as prescribed by NIOSH recommendations.

(5) If requested by a fire department, the Fire Service Academy shall perform annual pump tests for each department engine apparatus as required by NFPA 1911.

(6) In addition to providing training to the 71 Nassau County Fire Departments, the Fire Service Academy shall also provide the following:

- Nassau County Police Department
  - Fire Safety for Police Officers (eight contact hours to all NCPD recruits)
- Nassau County Corrections
  - Fire Safety for Correction Officers (eight hours contact to all new recruits)
- Nassau County Sheriffs
  - Forcible Entry (three contact hours)
- Nassau County Fire Marshals
  - Confined Space Rescue (40 contact hours combined classroom, practical exercises, and skills evaluations)
- In conjunction with the Nassau County Fire Marshal's Office
  - Fire Safety for Hospital Personnel (eight contact hours, approximately 700 – 800 personnel annually)

(7) The Fire Service Academy must provide support training for the Junior Firefighter Programs of Nassau County fire departments. This is to include the following:

- Camp Fahrenheit Program
- Essentials of Firefighting (on-line)
- Spring and Fall Fire Service Academy Day

APPENDIX B (New Budget)

OBLIGATION BUDGET

CONTROL CENTER SUMMARY

FUND	DEPARTMENT	CONTROLL CENTER	NUMIS CODE	FISCAL YEAR
	VOCATIONAL EDUCATION & EXTENSION BOARD 30 E Cherry Street, Hicksville, NY 11801-4302			**2026**

OBJ CLASS	OBLIGATIONS	ORIGINAL TOTAL	ADJUSTMENT NIMS	REVISED	REVISED	REVISED NIMs	ADJUSTMENT	REVISED
	Personal Service							
AA	Salaries (2024)	2,162,398.00						
AB	Fringe Benefits (2024)	2,067,931.00						
	Subtotal	4,230,329.00						
	Other Than Personnel Service							
BB	Equipment							
CC	Materials & Supplies							
DD	General Expenses (2024)	481,840.00						
DE	Contractual Services (2024)	218,263.00						
DF	Utilities							
HH	Interfund Charges							
	Subtotal	700,103.00						
	All Other							
	TOTAL OBLIGATIONS	4,930,432.00						

2026 VEEB BUDGET

	Facilities Operation Division (aka Maintenance)	Public Fire Safety Education (staff at museum)	Fire Service Academy	EMS Academy	Total	
	Jan 2026 - Dec 2026	Jan 2026 - Dec 2026	Jan 2026 - Dec 2026	Jan 2026 - Dec 2026	Jan 2026 - Dec 2026	
Income						
C-Rev. - County Contract	1,564,468	332,805	1,649,629	1,383,530	4,930,432	
Total Income	**1,564,468**	**332,805**	**1,649,629**	**1,383,530**	**4,930,432**	
Expense						
00111 · Payroll	907,391	245,196	1,054,892	930,574	3,138,053	AA - Salary/AB - Fringe Benefits **
00522 · Education & Fire Training Equip			41,309	17,540	58,849	DD - GENERAL/DE CONTRACTUAL
11612 · Employee Retirement System	148,802	31,464	168,601	146,116	494,983	AB - Fringe Benefits
13612 · Social Security-FICA	78,223	19,048	80,595	73,048	250,915	AB - Fringe Benefits
14612 · Health Insurance	281,604	16,388	162,526	82,107	542,625	AB - Fringe Benefits
16612 · Workers Comp Premium	15,645	5,714	27,310	25,106	73,775	AB - Fringe Benefits
20344 · Janitorial Supplies	15,644				15,644	DD - GENERAL
20612 · Dental Insurance	31,289	3,583	10,551	9,581	55,005	AB - Fringe Benefits
30344 · Maintenance of Equipment	15,647			2,684	18,331	DD - GENERAL
33144 · Misc. Materials/Fees	62,579		9,765	1,020	73,364	DD - GENERAL
34544 · Education Expense			19,041	40,949	59,989	DD - GENERAL
35444 · Uniform Allowance			24,285	6,928	31,213	DD - GENERAL
50745 · Insurance Premiums		11,412	50,754	46,255	108,421	DE - CONTRACTUAL
50845 · Sanitation	7,644			1,622	9,266	DE - CONTRACTUAL
Total Expense	**1,564,468**	**332,805**	**1,649,629**	**1,383,530**	**4,930,432**	
NET INCOME	**0**	**0**	**0**	**0**	**0**	

** Federal Taxes, FICA, etc (which are part of Payroll for VEEB) are categorized as Fringe Benefits by Comptroller.
This distorts parts of payroll as being part of fringe benefits, making it a higher percentage.
Payroll for County Billing Purposes is ONLY NET PAY - NOT GROSS PAY.
NOTE: VEEB is not eligible for fringe benefits reimbursement for per diem employees under this Agreement.

VEEB SALARIES DETAILS 2026

2026 SALARY FOR FACILITIES OPERATION DIVISION

	EMPLOYEE NAME		ANNUAL		TITLE
1	MARK BARONE		$	66,284.44	LABORER 2
2	FRED CESTRA		$	66,284.44	LABORER 2
3	ROBERT COVELLI		$	53,774.26	LABORER 2
4	ANTHONY CURCIO		$	94,370.14	AUTO MECHANIC
5	CHRIS CUTOLO		$	73,635.53	MECHANIC II
6	LUIS GALDAMEZ		$	64,840.07	MECHANIC II
7	JUSTIN HATZELMAN		$	55,333.24	LABORER 2
8	FRANK HOCKENBROCHT		$	106,849.00	BUILDING MAINTENANCE SUPV
9	JOHN JOHNSON		$	66,284.44	LABORER 2
10	KYLE LUDEWIG		$	49,109.20	LABORER 1
11	FRANCISCO QUIJADA		$	49,895.64	LABORER 1
12	MATTHEW SCHNECKENBERGER		$	52,462.70	LABORER 1
13	ALEX THOMPSON		$	50,691.86	LABORER 1
14	MICHAEL TIMMONS		$	73,635.52	MAINT MECH 2
15	RICHARD TORTOSO		$	64,984.74	LABORER 2
	15 EMPLOYEES	**SALARY TOTAL**	**$**	**988,435.22**	
	NIGHT DIFFERENTIAL		$	24,648.00	
	SEASONAL		$	5,000.00	
	OVERTIME		$	64,698.00	
	TOTAL FOD		**$**	**1,082,781.22**	

2026 SALARY FOR PUBLIC FIRE SAFETY EDUCATION

	EMPLOYEE NAME		ANNUAL		TITLE
1	ALANA PETROCELLI	SALARY TOTAL	$	118,984.00	Chief Instr Pub Ed
	PER DIEMS		$	178,571.00	
	TOTAL PFSED		**$**	**297,555.00**	

2026 SALARY FOR FIRE SERVICE ACADEMY

	EMPLOYEE NAME	ANNUAL		TITLE
1	PAUL WILDERS	$	161,148.06	CHIEF FIRE INSTRUCTOR
2	KATHY KELLY	$	75,680.80	SECRETARY
3	PATTY MCLAFFERTY	$	64,984.74	TEACHER AIDE
4	TONIANN ROMANO	$	53,190.40	TEACHER AIDE
	PER DIEMS	$	875,421.00	
	TOTAL FSA	**$**	**1,230,425.00**	

2026 SALARY FOR EMERGENCY MEDICAL SERVICE DIVISION

	EMPLOYEE NAME	ANNUAL		TITLE
1	FRANK CHESTER	$	150,898.06	CHIEF INSTR EMS
2	SKYLAR FASANO	$	53,190.40	TEACHER AIDE
3	MARK FRAPPIED	$	122,730.00	ASST SUPERVISOR
4	THOMAS RAHILLY, JR.	$	100,177.43	2ND DEPUTY EMS
5	JACLYN WEISER	$	55,333.24	TEACHER AIDE
	PER DIEMS	$	794,973.00	
	TOTAL EMS	**$**	**1,277,302**	

TOTAL SALARIES 2026	**$**	**3,888,063.35**

Pay Schedule for Per Diem Employees:

Public Fire Safety Education Division:

Docents: $20 per hour
Instructors: $33.46 per hour

Fire Service Academy:

Medics: $25 per hour

Dispatchers: $20 per hour

Instructor with experience teaching the Session between 1 - 27 times: $99.42 per session

Instructor with experience teaching the Session between 28 – 55 times: $111.12 per session

Instructor with experience teaching the Session between 56 – 80 times: $122.82 per session

Instructor with experience teaching the Session 81 or more times: $195.09 per session

(Each session = 4 hours)

Emergency Medical Service Division:

Instructor with experience teaching the Session between 1 – 80 times: $122.82 per session

Instructor with experience teaching the Session 81 or more times: $195.09 per session

Both Emergency Medical Service Division and Fire Service Academy can also have night supervisors at $208.75 per session.

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.

Definitions:

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.

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 **"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, blueprints 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.

Rule:

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:

   i) 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.

   ii) 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.

   iii) 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.

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 ROTTKAMP (Name)
   30 E. CHERRY St HICKSVILLE NY (Address)
   516 852-6477 (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.

8/22/25
Dated

John Rottkamp
Signature of Chief Executive Officer

JOHN ROTTKAMP
Name of Chief Executive Officer

Sworn to before me this

22 day of August, 2025

Cathy Christine Stahl
Notary Public

CATHY CHRISTINE STAHL
Notary Public - State of New York
NO. 01ST0034810
Qualified in Nassau County
My Commission Expires Mar 13, 2029

NIFA Nassau County Interim Finance Authority

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

1. Vendor: Nassau County Vocational Education &ExtensionBoard

2. Amount requiring NIFA approval: $4,930,432.00

Amount to be encumbered: $4,930,432.00

Slip Type: 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: 01/01/2026 to 12/31/2026

Has work or services on this contract commenced? Yes

If yes, please explain: The Nassau County Vocational Education and Extension Board is a sole source provider of fire, rescue, and

4. Funding Source:

General Fund (GEN)	X	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?	Yes
If not, will it require a future borrowing?	No
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:

Thie is an extension of an agreement with the Vocational Education and Extension Board to provide the OSHA and New York State required training for firefighters and emergency medical technicians of the 70 volunteer fire departments and 5 volunteer ambulance agencies in Nassau County. The funding is expected to increase as per the current contract agreement. Maximum amount of the contract for FY26 is $4,930,432.00. This amendment will extend the contract by 1 year as provided for in the current contact.

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

Nassau County Attorney as to form	Yes
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	Posting Date	Amount Added in Prior 12 Months
CQFC21000002	01/24/2022	$4,637,679.00

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 03/03/2026

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.

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?

Director Raymond Maguire has donated to the campaign committees of former CE Laura Curran, the County Comptroller, and former County Legislator Steve Rhoads. Joseph Bentivegna has donated to the campaign committee of County Legislator Rose Walker, John Ferretti and CE Bruce Blakeman. Michael McDermott as donated to the campaign of former CE Laura Curran, and Francis Murray contributed to the campaign of Legislator Debta Mule. All of the other Director's have indicated that they have not donated to any of the above mentioned. John Rottkamp donated to County Executive Bruce Blakeman, Rose Walker and John Ferretti.

Electronically signed and certified at the date and time indicated by:
John Rottkamp [JROTTKAMP@VEEB.ORG]

Dated: 11/14/2025 12:13:17 pm

Vendor: Nassau County Vocational Education and Extension Board

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: John Rottkamp
Date of birth: [redacted]
Home address: [redacted]

City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
Country: [redacted]

Business Address: 30 E. Cherry Street

City: Hicksville State/Province/ Territory: NY Zip/Postal Code: 11801
Country: US
Telephone: (516) 571-6474

Other present address(es): 10 Chimney Lane

City: Old Bethpage State/Province/ Territory: NY Zip/Postal Code: 11804
Country: US
Telephone: 5168526477

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)			

Type: Other
Description: Executive Director
Start Date: 10/16/2018

Type: Other
Description: Executive Director
Start Date: 01/25/2024

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.
Rottkamp Electrical 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 [ ] 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, John Rottkamp , 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 Rottkamp , 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.

Nassau County Vocational Education and Extension Board

Name of submitting business

Electronically signed and certified at the date and time indicated by:
John Rottkamp JROTTKAMP@VEEB.ORG

Executive Director

Title

11/14/2025 12:25:29 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: Fiona Morris
   Date of birth: 12/24/1973
   Home address: [redacted]
   City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
   Country: [redacted]

   Business Address: 30 E Cherry Street
   City: Hicksville State/Province/ Territory: NY Zip/Postal Code: 11801
   Country: US
   Telephone: 5165721701

   Other present address(es): 30 E Cherry Street
   City: Hicksville State/Province/ Territory: NY Zip/Postal Code: 11801
   Country: US
   Telephone: 5165721701

   List of other addresses and telephone numbers attached

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

President		Treasurer	10/03/2022
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 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 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, Fiona Morris , 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, Fiona Morris , 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.

Nassau County Vocational Education and Extension Board

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Fiona Morris FMORRIS.VEEB@GMAIL.COM

Treasurer

Title

11/14/2025 12:06:45 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: Ralph Esposito
   Date of birth: [redacted]
   Home address: [redacted]
   City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
   Country: [redacted]

   Business Address: 30 East Cherry Street
   City: Hicksville State/Province/ Territory: NY Zip/Postal Code: 11801
   Country US
   Telephone: 5165721701

   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	01/01/2026	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 notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.
Commissioner of Elmont Fire District

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, Ralph Esposito , 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, Ralph Esposito , 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.

Nassau County Vocational Education & Extension Board

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Ralph Esposito RESPOSITO1@NASSAUCOUNTYNY.GOV

President

Title

02/19/2026 10:20:55 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: [redacted]

Business Address: 30 E Cherry St
City: Hicksville State/Province/ Territory: NY Zip/Postal Code: 11801
Country: US
Telephone: 5165721700

Other present address(es):
City: FREEPORT State/Province/ Territory: NY Zip/Postal Code: 11520
Country: US
Telephone: 5166801801

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	01/01/2023
Chief Financial Officer		Partner	
Vice President			
(Other)			

Type: Vice President
Description:
Start Date: 01/01/2026

Type: Other
Description: Clerk
Start Date: 01/01/2024

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.
Maguire & Maguire Public Adjusters

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, 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

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.

Nassau County Vocational Education and Extension Board

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Raymond F Maguire RMAGUIRE@VEEB.ORG

Vice President

Title

02/25/2026 10:53:52 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: Nassau County Vocational Education and Extension Board
Date of birth: [redacted]
Home address: [redacted]
City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
Country: [redacted]

Business Address: 30 East Cherry Street
City: Hicksville State/Province/ Territory: NY Zip/Postal Code: 11801
Country US
Telephone: 5165721700

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)			

Type Other
Description Deputy Clerk
Start Date 01/01/2024

Type Other
Description Clerk
Start Date 01/01/2026

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 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, John Fabian , 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 Fabian , 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.

Nassau County Vocational Education and Extension Board
Name of submitting business

Electronically signed and certified at the date and time indicated by:
John Fabian JFABIAN@VEEB.ORG

Clerk
Title

02/25/2026 12:05:43 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: Michael J. McDermott
Date of birth: [redacted]
Home address: [redacted]
City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
Country: [redacted]

Business Address: 30 East Cherry Street
City: Hicksville State/Province/ Territory: NY Zip/Postal Code: 11801
Country US
Telephone: 5165711700

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)			

Type Other
Description Deputy Clerk
Start Date 01/01/2026

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 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, Michael J. McDermott , 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. McDermott , 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.

Nassau County Vocational Education and Extension Board

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Michael J. McDermott SPIKE11510@YAHOO.COM

Deputy Clerk

Title

02/12/2026 12:36:35 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: 11/14/2025

1) Proposer's Legal Name: Nassau County Vocational Education and Extension Board

2) Address of Place of Business: 30 East Cherry Street

City: Hicksville State/Province/ Territory: NY Zip/Postal Code: 11801

Country: US

3) Mailing Address (if different): _____

City: _____ State/Province/ Territory: _____ Zip/Postal Code: _____

Country: _____

Phone: (516) 572-1702

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) Special school training facilty

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 [X] 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.

IRS Lien 2019- IRS Lien was satisfied December 16,2024

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.

Ralph Esposito, Vice President, is the Director of the Veteran's Services Agency for Nassau County.

(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.

Ralph Esposito, Vice President, is the Director of the Veteran's Services Agency for 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.

Advise the Board of Directors and contact the county for approval.

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;

03/19/1928

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, not for profit educational institution.

1 File(s) uploaded: VEEB Board Contact List 2-24.pdf

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

3 File(s) uploaded: VEEB Board Contact List - 2021.pdf, VEEB Board Contact List 12_22.pdf, VEEB Board Contact List 5-21.pdf

iv) State of incorporation (if applicable);

v) The number of employees in the firm;

250

vi) Annual revenue of firm;

9000000

vii) Summary of relevant accomplishments

Currently train Nassau County EMS & Fire Fighters & have been since creation of board.

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

B. Indicate number of years in business.

93

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

Previous contracts 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.

Company	Nassau Community College		
Contact Person	Dawn Nolan		
Address	One Education Drive		
City	Garden City	State/Province/Territory	NY
Country	US		
Telephone	(516) 572-7489		
Fax #			

E-Mail Address	dawn.nolan@ncc.edu		
Company	Plainview Old Bethpage Schools		
Contact Person	Charles Marfoglio		
Address	Kennedy Dr.		
City	Plainview	State/Province/Territory	NY
Country	US		
Telephone	(631) 804-1359		
Fax #			
E-Mail Address	cmarf@optonline.net		
Company	SUNY Maritime College		
Contact Person	Margaret Poppiti		
Address	6 Pennyfield Ave		
City	Bronx	State/Province/Territory	NY
Country	US		
Telephone	(718) 409-7349		
Fax #			
E-Mail Address	mpoppiti@sunymaritime.edu		

I, John Rottkamp , 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 Rottkamp , 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: Nassau County Vocational Education and Extension Board

Electronically signed and certified at the date and time indicated by:
John Rottkamp JROTTKAMP@VEEB.ORG

Executive Director
Title

11/14/2025
Date

Nassau County Vocational Education and Extension Board

John E. Rottkamp, Executive Director
[redacted]
Business: 516-571-6474 10
[redacted]
Email: jrottkamp@veeb.org

Fiona Morris, Treasurer
[redacted]
Business: 516-572-1701
[redacted]
Email: fmorris@veeb.org

Nassau County VEEB Board of Directors

Joseph A. Bentivegna
[redacted]
[redacted]
Business: 516-292-9000 x201
[redacted]

Ralph Esposito, President
[redacted]
[redacted]
[redacted]
Email:
resposito1@nassaucountyny.gov

John M. Fabian, Clerk
[redacted]
[redacted]

Robert V. Hughes, Jr.
[redacted]
[redacted]

Raymond F. Maguire, Vice President
[redacted]
[redacted]
Business:
516-377-2190
Fax: 516-377-0809
[redacted]

Philip F. Malloy, Jr.
[redacted]
[redacted]

Michael J. McDermott, Deputy Clerk
[redacted]
[redacted]

Francis X. Murray
Incorporated Village of Rockville Centre
P. O. Box 950
Rockville Centre, NY 11571-0950
Attn: The Officer of the Mayor

Business: 516-678-9260
Email: fxmurray@rvcny.us
[redacted]

Christopher P. Shelton
[redacted]
[redacted]

1/15/26

COUNTY OF NASSAU

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

1. Name of the Entity: Nassau County Vocational Education and Extension Board

Address: 30 East Cherry Street

City: Hicksville State/Province/Territory: NY Zip/Postal Code: 11801

Country: US

2. Entity's Vendor Identification Number: 116002404

3. Type of Business: Other (specify) Special School District

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):

8 File(s) uploaded: Letterhead - Word with Board of Directors and treasurer.docx, Letterhead - Word with Board of Directors.docx, Letterhead - Word with Board of Directors.docx, VEEB Board Contact List 12_21.pdf, VEEB Board Contact List 12_22.pdf, VEEB Board Contact List 2-24.pdf, VEEB Board Contact List 2-24.pdf, VEEB Board Contact List 2-24.pdf

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 other than the attached file under question #4.

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):
300 Winding Road

(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:
John Rottkamp [JROTTKAMP@VEEB.ORG]

Dated: 11/14/2025 12:28:11 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 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.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/30/2025

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
Hubbinette Cowell Associates Inc.
1003 Park Blvd, Ste 3
Massapequa Park, NY 11762

CONTACT NAME: Rosanne Capuano
PHONE (A/C, No, Ext): (516)795-1330 FAX (A/C, No): (516)795-5101
E-MAIL ADDRESS: rosanne@hubbinette-cowell.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	National Union Fire Ins. Co. of Pittsburgh, PA	19445
INSURER B:	National Union Fire Inc. Co. of Pittsburgh, PA	19445
INSURER C:	PERMA	
INSURER D:	MedPro RRG	19445
INSURER E:		
INSURER F:		

INSURED
Vocational Education And Extension Board Of Nassau County
30 East Cherry Street
HICKSVILLE, NY 11801

CERTIFICATE NUMBER: 00001093-0 REVISION NUMBER: 82

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER X POLICY PRO-JECT LOC OTHER:	Y		VFNU-TR-0000253	01/01/2026	01/01/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
B	AUTOMOBILE LIABILITY ANY AUTO X OWNED AUTOS ONLY X HIRED AUTOS ONLY X SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	Y		VFNU-CM-0000252	01/01/2026	01/01/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $ 0	Y		VFNU-TR-0000253	01/01/2026	01/01/2027	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC0001198-19	01/01/2026	12/31/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
D	PROF. LIABILITY			L19426	09/01/2025	09/01/2026	EACH OCCURRENCE	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
PROOF OF INSURANCE. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED AS PER FORM #VGL101.

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
Paul A. Cowell (RMC)

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STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name and address of Insured (Use street address only) Vocational Education & Extension Board Nassau County 30 East Cherry Street Hicksville, NY 11801 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e. a Wrap-Up Policy)* ALL LOCATIONS IN THE STATE OF NEW YORK	1b. Business Telephone Number of Insured 516-572-1702 1c. NYS Unemployment Insurance Employer Registration Number of Insured UNASSIGNED 1d. Federal Employer Identification Number of Insured or Social Security Number 11-6002404
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) COUNTY OF NASSAU DEPARTMENT OF HEALTH 200 COUNTY SEAT DRIVE MINEOLA, NY 11501	**3a. Name of Insurance Carrier** PUBLIC EMPLOYER RISK MGMT. ASSOC. **3b. Policy Number of entity listed in box "1a":** WC 0001198-20 **3c. Policy effective period:** JANUARY 1, 2026 to DECEMBER 31, 2026 **3d. The Proprietor, Partners or Executive Officers are:** ☒ **included.** (Only check box if all partners/officers included) ☐ **all excluded or certain partners/officers excluded.** **3e. Demolition is:** ***(Definition of Demolition on Reverse)*** ☐ **included.** ☒ **excluded.**

This certifies 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 will also notify the above certificate holder 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 valid for a maximum of one year after this form is approved by the insurance carrier or its licensed agent.

Please Note: Upon the 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: PAUL A. COWELL JR
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Paul A. Cowell Jr 1/8/26
(Signature) (Date)

Title: PRESIDENT

Telephone Number of authorized representative or licensed agent of insurance carrier: 516-795-1330

Please Note: Only insurance carriers and their licensed agents are authorized to issue the C-105.2 form. Insurance brokers are NOT authorized to issue it.

C-105.2 (12-03)

NEW YORK STATE | Workers' Compensation Board

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

1a. Legal Name & Address of Insured (use street address only)
Nassau Co Vocational Education & Extension Board
NASSAU CO VOCATIONAL EDUCATION & EXTENSION BOAR
30 E Cherry Street
Hicksville NY 11801
Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*

1b. Business Telephone Number of Insured
5165721702

1c. Federal Employer Identification Number of Insured or Social Security Number
11-6002404

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
Nassau County

Department of Health
200 County Seat Drive
MINEOLA, NY 11501

3a. Name of Insurance Carrier
Standard Security Life Insurance Company of New York

3b. Policy Number of Entity Listed in Box "1a"
R04342-000

3c. Policy effective period
1/1/2009 to 2/12/2027

4. Policy provides the following benefits:
- [X] A. Both disability and paid family leave benefits.
- [ ] B. Disability benefits only.
- [ ] C. Paid family leave benefits only.

5. Policy covers:
- [X] 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 2/13/2026 By _____
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number (212) 355-4141 Name and Title Bebi Ishmail, 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.

AMENDMENT No. 1

THIS AMENDMENT, (together with any schedules, appendices, attachments and exhibits, if any, this "Amendment"), dated as the date that this Amendment 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 County Department of Fire Commission, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (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") (referred to collectively as the "Parties").

WITNESSETH:

WHEREAS, pursuant to County contract number CQFC21000002 between the County and the Contractor executed on behalf of the County on January 21, 2022 (the "Original Agreement"), the Contractor performs certain vocational education and training services for residents of the County, which are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services" and Attachment A);

WHEREAS, the term of the Original Agreement is from January 1, 2022 through December 31, 2024, where the County may extend the agreement for two (2) additional one (1) year periods (the "Original Term");

WHEREAS, the Parties desire to extend the Original Term for an additional one (1) year period.

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 amended to terminate on December 31, 2025, unless sooner terminated in accordance with the provisions of this Agreement; provided, however, that the county may extend the Original Agreement for one (1) additional one (1) year period (the "Amended Term").

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 Contractor and the County have executed this Amendment to the Agreement as of the date first above written.

NASSAU COUNTY VOCATIONAL EDUCATION AND EXTENSION BOARD

By: John Rottkamp

Name: John Rottkamp

Title: Executive Director

Date: 8/26/24

NASSAU COUNTY

By: _____

Name: _____

Title: County Executive _____
Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

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?

Director Raymond Maguire has donated to the campaign committees of former CE Laura Curran, the County Comptroller, and former County Legislator Steve Rhoads. Joseph Bentivegna has donated to the campaign committee of County Legislator Rose Walker and CE Bruce Blakeman. Michael McDermott as donated to the campaign of former CE Laura Curran, and Francis Murray contributed to the campaign of Legislator Debta Mule. All of the other Director's have indicated that they have not donated to any of the above mentioned.

Electronically signed and certified at the date and time indicated by:
John Rottkamp [JROTTKAMP@VEEB.ORG]

Dated: 11/01/2024 10:01:10 am

Vendor: Vocational Education & Extension Board - Nassau County

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: John Rottkamp
Date of birth: [redacted]
Home address:

City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
Country:

Business Address: 30 E. Cherry Street

City: Hicksville State/Province/ Territory: NY Zip/Postal Code: 11801
Country US
Telephone: (516) 571-6474

Other present address(es):

City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
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

Type Other
Description Executive Director
Start Date 10/16/2018

Type Other
Description Executive Director
Start Date 01/25/2024

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.
Rottkamp Electrical 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 [ ] 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, John Edward Rottkamp , 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 Edward Rottkamp , 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:
John Edward Rottkamp JROTTKAMP@VEEB.ORG

Executive Director
Title

10/08/2024 12:47:09 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: [redacted]
Date of birth:
Home address:
City:
Country:
State/Province/ Territory:
Zip/Postal Code:

Business Address: 30 E Cherry St
City: Hicksville
State/Province/ Territory: NY
Zip/Postal Code: 11801
Country US
Telephone: 5165721700

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

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	01/01/2023
Chief Financial Officer		Partner	
Vice President			
(Other)			

Type Other
Description Clerk
Start Date 01/01/2024

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.
Maguire & Maguire Public Adjusters

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, 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

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:
Raymond F Maguire RMAGUIRE@VEEB.ORG

Clerk
Title

11/19/2024 02:13:16 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: [redacted]
Date of birth:
Home address:
City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
Country:

Business Address: 30 East Cherry Street
City: Hicksville State/Province/ Territory: NY Zip/Postal Code: 11801
Country US
Telephone: 5165721701

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	01/01/2023	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 notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.
Commissioner of the Levittown Fire District

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 A Bentivegna , 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 A Bentivegna , 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 Nassau County

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Joseph A Bentivegna JABNL8719@GMAIL.COM

President

Title

10/29/2024 12:31:43 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: Ralph Esposito
Date of birth: [redacted]
Home address:
City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
Country:

Business Address: 30 East Cherry Street
City: Hicksville State/Province/ Territory: NY Zip/Postal Code: 11801
Country US
Telephone: 5165721701

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	01/01/2021		
(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 notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

Commissioner of Elmont Fire District

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, Ralph Esposito , 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, Ralph Esposito , 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 - Nassau County
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Ralph Esposito RESPOSITO1@NASSAUCOUNTYNY.GOV

Vice President
Title

11/01/2024 10:40:25 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: Fiona Morris
Date of birth: [redacted]
Home address:
City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
Country:

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: Hicksville State/Province/ Territory: NY Zip/Postal Code: 11801
Country: US
Telephone: 5165721701

List of other addresses and telephone numbers attached

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

President		Treasurer	10/03/2022
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 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 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, Fiona Morris , 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, Fiona Morris , 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.

Nassau County V.E.E.B

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Fiona Morris FMORRIS.VEEB@GMAIL.COM

Treasurer

Title

10/10/2024 03:36:10 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: 03/22/2024

1) Proposer's Legal Name: Vocational Education & Extension Board

2) Address of Place of Business: 30 East Cherry Street

City: Hicksville State/Province/ Territory: NY Zip/Postal Code: 11801

Country: US

3) Mailing Address (if different): _____

City: _____ State/Province/ Territory: _____ Zip/Postal Code: _____

Country: _____

Phone: (516) 572-1702

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) Special school training facilty

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 [X] 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.

IRS Lien 2019

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.

Ralph Esposito, Vice President, is the Director of the Veteran's Services Agency for Nassau County.

(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.

Ralph Esposito, Vice President, is the Director of the Veteran's Services Agency for 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.

Advise the Board of Directors and contact the county for approval.

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;

03/19/1928

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, not for profit educational institution.

1 File(s) uploaded: VEEB Board Contact List 2-24.pdf

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

3 File(s) uploaded: VEEB Board Contact List - 2021.pdf, VEEB Board Contact List 12_22.pdf, VEEB Board Contact List 5-21.pdf

iv) State of incorporation (if applicable);

v) The number of employees in the firm;

250

vi) Annual revenue of firm;

9000000

vii) Summary of relevant accomplishments

Currently train Nassau County EMS & Fire Fighters & have been since creation of board.

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

B. Indicate number of years in business.

93

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

Previous contracts 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.

Company	Nassau Community College		
Contact Person	Dawn Nolan		
Address	One Education Drive		
City	Garden City	State/Province/Territory	NY
Country	US		
Telephone	(516) 572-7489		
Fax #			
E-Mail Address	dawn.nolan@ncc.edu		

Company	Plainview Old Bethpage Schools		
Contact Person	Charles Marfoglio		
Address	Kennedy Dr.		
City	Plainview	State/Province/Territory	NY
Country	US		
Telephone	(631) 804-1359		
Fax #			
E-Mail Address	cmarf@optonline.net		

Company	Nassau County Department of Health		
Contact Person	Ann DeSimone		
Address	100 County seat drive		
City	Mineola	State/Province/Territory	NY
Country	US		
Telephone	(516) 227-9652		
Fax #			
E-Mail Address	adesimone@nassaucountyny.gov		

I, John Rottkamp , 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 Rottkamp , 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: Nassau County Fire Service Academy

Electronically signed and certified at the date and time indicated by:
John Rottkamp JROTTKAMP@VEEB.ORG

Executive Director
Title

10/02/2024
Date

SUNY Maritime College
Department of Continuing Education
Margaret Poppiti
6 Pennyfield Avenue
Bronx, NY

Main Phone: 718-409-7349
Alt. Phone: 718-409-5265

Email: mpoppiti@sunymaritime.edu

Nassau County Vocational Education and Extension Board

John E. Rottkamp, Executive Director
[redacted]

Business: 516-571-6474
[redacted]
Email: jrottkamp@veeb.org

Fiona Morris
[redacted]

Business: 516-572-1701
[redacted]
Email: fmorris@veeb.org

Nassau County VEEB Board of Directors

Joseph A. Bentivegna, President
[redacted]

[redacted]
Business: 516-292-9000 x201
[redacted]

Ralph Esposito, Vice President
[redacted]

[redacted]
Email:
resposito1@nassaucountyny.gov

John M. Fabian, Deputy Clerk
[redacted]

[redacted]

Raymond F. Maguire, Clerk
[redacted]

[redacted]
Business: 516-377-2190
Fax: 516-377-0809
[redacted]

Philip F. Malloy, Jr.
[redacted]

[redacted]

Michael J. McDermott
[redacted]

[redacted]

Francis X. Murray
Incorporated Village of Rockville Centre
P. O. Box 950
Rockville Centre, NY 11571-0950
Attn: The Officer of the Mayor

Business: 516-678-9260
Email: fxmurray@rvcny.us
[redacted]

Christopher P. Shelton
[redacted]

[redacted]

2/15/2024

COUNTY OF NASSAU

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

1. Name of the Entity: Nassau County Fire Service Academy

Address: 300 Winding Road

City: Old Bethpage State/Province/Territory: NY Zip/Postal Code: 11804

Country: US

2. Entity's Vendor Identification Number: 116002404

3. Type of Business: Other (specify) Special School District

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):

8 File(s) uploaded: Letterhead - Word with Board of Directors and treasurer.docx, Letterhead - Word with Board of Directors.docx, Letterhead - Word with Board of Directors.docx, VEEB Board Contact List 12_21.pdf, VEEB Board Contact List 12_22.pdf, VEEB Board Contact List 2-24.pdf, VEEB Board Contact List 2-24.pdf, VEEB Board Contact List 2-24.pdf

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 other than the attached file under question #4.

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):

300 Winding Road

(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:
John Rottkamp [JROTTKAMP@VEEB.ORG]

Dated: 10/02/2024 03:45:31 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 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.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/09/2024

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
Hubbinette Cowell Associates Inc.
1003 Park Blvd, Ste 3
Massapequa Park, NY 11762

CONTACT NAME: Rosanne Capuano
PHONE (A/C, No, Ext): (516)795-1330 FAX (A/C, No): (516)795-5101
E-MAIL ADDRESS: rosanne@hubbinette-cowell.com

INSURER(S) AFFORDING COVERAGE — NAIC #
INSURER A: National Union Fire Ins. Co. of Pittsburgh, PA — 19445
INSURER B: National Union Fire Inc. Co. of Pittsburgh, PA — 19445
INSURER C: PERMA
INSURER D: MEDPRO RRG
INSURER E:
INSURER F:

INSURED
Vocational Education And Extension Board Of Nassau
30 East Cherry Street
Hicksville, NY 11801-4303

COVERAGES **CERTIFICATE NUMBER: 00001093-1042532** **REVISION NUMBER: 47**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR	Y		VFNU-TR-0000253	01/01/2024	01/01/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 3,000,000
	X POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER							$
B	AUTOMOBILE LIABILITY ANY AUTO	Y		VFNU-CM-0000252	01/01/2024	01/01/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X OWNED AUTOS ONLY X SCHEDULED AUTOS						BODILY INJURY (Per person)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR	Y		VFNU-TR-0000253	01/01/2024	01/01/2025	EACH OCCURRENCE	$ 5,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N N/A		WC0001198-18	01/01/2024	12/31/2024	X PER STATUTE OTH-ER	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
D	Prof. Liability			L19426	09/01/2023	09/01/2024	Each Occurrence	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
PROOF OF INSURANCE NASSAU COUNTY IS NAMED AS AN ADDITIONAL INSURED AS PER FORM #VGL101

CERTIFICATE HOLDER
COUNTY OF NASSAU
DEPARTMENT OF HEALTH
[illegible] COUNTY SEAT DRIVE
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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/09/2024

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PRODUCER
Hubbinette Cowell Associates Inc.
1003 Park Blvd, Ste 3
Massapequa Park, NY 11762

CONTACT NAME: Rosanne Capuano
PHONE (A/C, No, Ext): (516)795-1330
FAX (A/C, No): (516)795-5101
E-MAIL ADDRESS: rosanne@hubbinette-cowell.com

INSURER(S) AFFORDING COVERAGE		NAIC #
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INSURER B:	National Union Fire Inc. Co. of Pittsburgh, PA	19445
INSURER C:	PERMA	
INSURER D:	MedPro RRG	19445
INSURER E:		
INSURER F:		

INSURED
Vocational Education And Extension Board Of Nassau County
30 East Cherry Street
HICKSVILLE, NY 11801

CERTIFICATE NUMBER: 00001093-1042532 REVISION NUMBER: 66

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y		VFNU-TR-0000253	01/01/2024	01/01/2025	EACH OCCURRENCE	$ 1,000,000
	CLAIMS MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER						PRODUCTS - COMP/OP AGG	$ 3,000,000
	X POLICY PRO-JECT LOC							$
	OTHER							
B	AUTOMOBILE LIABILITY	Y		VFNU-CM-0000252	01/01/2024	01/01/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	X OWNED AUTOS ONLY X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR	Y		VFNU-TR-0000253	01/01/2024	01/01/2025	EACH OCCURRENCE	$ 5,000,000
	X EXCESS LIAB CLAIMS MADE						AGGREGATE	$ 10,000,000
	DED RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N		WC0001198-18	01/01/2024	12/31/2024	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
D	PROF. LIABILITY			L19426	09/01/2024	09/01/2025	EACH OCCURRENCE	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
PROOF OF INSURANCE. RE: EMS ACADEMY. NASSAU COUNTY IS NAMED AS AN ADDITIONAL INSURED AS PER FORM #VGL101.

CERTIFICATE HOLDER
COUNTY OF NASSAU
DEPARTMENT OF HEALTH
200 COUNTY SEAT DRIVE
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
Paul A. Cowell Jr. (RMC)

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STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name and address of Insured (Use street address only) Vocational Educational & Extension Board, Nassau County 30 East Cherry Street Hicksville, NY 11801 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e. a Wrap-Up Policy)* All locations in the State of New York	1b. Business Telephone Number of Insured 516-572-1702 1c. NYS Unemployment Insurance Employer Registration Number of Insured Unassigned 1d. Federal Employer Identification Number of Insured or Social Security Number 11-6002404
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) County of Nasau Department of Health 200 County Seat Drive Mineola, NY 11501	**3a. Name of Insurance Carrier** Public Employer Risk Mgmt. Assoc **3b. Policy Number of entity listed in box "1a":** WC0001198-18 **3c. Policy effective period:** January 1, 2024 to January 1, 2025 **3d. The Proprietor, Partners or Executive Officers are:** ☒ **included.** (Only check box if all partners/officers included) ☐ **all excluded or certain partners/officers excluded.** **3e. Demolition is:** *(Definition of Demolition on Reverse)* ☐ **included.** ☒ **excluded.**

This certifies 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 will also notify the above certificate holder within 10 days IF a policy is canceled due to nonpayment of premium; 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 valid for a maximum of one year after this form is approved by the insurance carrier or its licensed agent.

Please Note: Upon the 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: Paul A. Cowell Jr. (Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Paul Cowell (Signature) 04/09/24 (Date)

Title: President

Telephone Number of authorized representative or licensed agent of insurance carrier: 516-795-1330

Please Note: Only insurance carriers and their licensed agents are authorized to issue the C-105.2 form. Insurance brokers are NOT authorized to issue it.

C-105.2 (12-03)

NEW YORK STATE | Workers' Compensation Board

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

1a. Legal Name & Address of Insured (use street address only)
Nassau Co Vocational Education & Extension Board

30 E Cherry Street
Hicksville NY 11801
Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*

1b. Business Telephone Number of Insured
(516) 572-1700

1c. Federal Employer Identification Number of Insured or Social Security Number
11-6002404

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
Nassau County

Dept of Health
200 County Seat Dr
MINEOLA, NY 11501

3a. Name of Insurance Carrier
Standard Security Life Insurance Company of New York

3b. Policy Number of Entity Listed in Box "1a"
R04342-000

3c. Policy effective period
1/1/2009 to 2/14/2025

4. Policy provides the following benefits:
- [X] A. Both disability and paid family leave benefits.
- [ ] B. Disability benefits only.
- [ ] C. Paid family leave benefits only.

5. Policy covers:
- [X] 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 2/16/2024 By _____
(Signature of Insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number (212) 355-4141 Name and Title Bebi Ishmail, Supervisior-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.***



RULES RESOLUTION NO. – 2021

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE COUNTY DEPARTMENT OF FIRE COMMISSION, AND THE NASSAU COUNTY VOCATIONAL EDUCATION AND EXTENSION BOARD

WHEREAS, the County has negotiated a personal services agreement with the Nassau County Vocational Education and Extension Board to provide certain vocational education and training for residents of Nassau 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 said agreement with the Nassau County Vocational Education and Extension Board.

NIFA Nassau County Interim Finance Authority

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

1. Vendor: Vocational Education and Extension Board

2. Dollar amount requiring NIFA approval: $4370188

Amount to be encumbered: $.01

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: 1/1/2022-12/31/2024
Has work or services on this contract commenced? N

If yes, please explain:

4. Funding Source:

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

Grant Fund (GRT)

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 agreement with the Vocational Education and Extension Board to provide the OSHA and New York State required training for firefighters and emergency medical technicians representing the 71 volunteer Fire Departments and 6 volunteer ambulance agencies 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:

Contract ID	Date	Amount

AUTHORIZATION

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

CNOLAN 07-DEC-21

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 Cou nty 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 pri ntouts for all relevant accounts and relevant Nassau County Legislature communication docu ments and relevant supplemental information pertaining to the item requested herein.

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

NIFA reserves the right to request additional information as needed.

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 County Department of Fire Commission, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (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, in accordance with the New York State Education Law, the County Board of Supervisors established the Contractor on March 19, 1928; and

WHEREAS, the Contractor is a special school district licensed by the New York State Department of Education and accredited by the New York State Board of Regents; 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; 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 January 1, 2022 and terminate on December 31, 2024, unless sooner terminated in accordance with the provisions of this Agreement; provided, however, the County may renew this Agreement for two (2) additional one (1) year periods.

2. Services. (a) The services to be provided by the Contractor under this Agreement shall consist of certain vocational education and training for residents of the County, including, but not limited to, training of primary education students and senior citizens as part of a public education program in fire safety, members of Fire Departments located in the County in fire suppression and control, and Volunteer Ambulance Corps and employees of the department in other related duties and functions as part of emergency response (the "Services"). The scope of Services is more fully described in the attached Appendix A.

3. Payment. (a) Amount of Consideration. (1) First Agreement Year. The amount to be paid to the Contractor as full consideration for the Contractor's Services under this Agreement for the first Agreement year (the period January 1, 2022 until December 31, 2022, the "First Agreement Year") shall be Four Million Three Hundred Seventy Thousand One Hundred Eighty-eight Dollars ($4,370,188.00) (the "Maximum Amount"), payable in accordance with the line-item budget (the "First Year Budget") attached hereto as Appendix B. A total of Nine Hundred Fifty Thousand Dollars ($950,000.00) shall be payable in advance upon final execution of this Agreement for Services performed during the First Agreement Year, subject to encumbrance and availability of funds. Subsequent payments for Services performed during the First Agreement Year shall be made on a reimbursement basis for actual expenses incurred and solely in accordance with the First Year Budget attached hereto.

(2) Additional Agreement Years. For the Agreement year commencing January 1, 2023, and thereafter on January 1 of each succeeding year throughout the term of this Agreement (ending

December 31, 2024), if funding is made available in the County budget, the Department will notify the Contractor of the amount of available funds for such Agreement year. The amount of available funds for an Agreement year shall not increase from the immediately preceding Agreement year by more than the lesser of: (i) the percentage increase, if any, to the "CPI Index" between the first day of the Agreement year with respect to which such calculation is being made and the first day of the immediately preceding Agreement year; or (ii) 2%. As used herein, the term "CPI Index" shall mean the Consumer Price Index For All Urban Consumers (CPI-U) published by the Bureau of Labor Statistics of the United States Department of Labor, for the New York-Northern NJ-Long Island Region, NY-NJ-CT-PA (1982-84 =100), or, if unavailable, any renamed local index covering the metropolitan New York area, as selected by the Department. If the CPI Index decreases, the amount of available funds for such Agreement year will remain the same as the prior Agreement year. The Department's notification will also include the amount of advance funding available. Upon notification from the Department of the amount of available funds, the Contractor shall submit a budget in accordance with the amount of funds available for such Agreement year, as well as the Contractor's most recently filed Internal Revenue Service Form 990 (or equivalent form). If the budget is acceptable to the Department, the Department will submit an advisement for the appropriate County approvals to encumber and authorize funding for that particular Agreement year. The Department will notify the Contractor once the advisement has been approved for such Agreement year. Once the advisement has been approved, payments shall be made to the Contractor in accordance with the approved budget. Notwithstanding the forgoing, at the Department's option and as soon as funding is made available under the County budget, in order to expedite funding availability for such additional Agreement years so that the Contractor does not have to wait until the increase to the CPI Index is determined, the Department may notify the Contractor and submit an advisement for appropriate County approvals to encumber and authorize an Agreement year budget at the same amount as the immediately preceding Agreement year budget. Once the CPI Index increase, if any, is determined, the Department may notify and seek appropriate County approvals under a separate advisement for any such increase, not to exceed the maximum allowable increase as described above. The Contractor will need to provide a budget after each notification from the Department.

(3) Renewal Periods. If the County desires to renew this Agreement, the Department will notify the Contractor of the amount of available funds, which such funding availability shall not increase from the immediately preceding Agreement year by more than the lesser of (i) the percentage increase, if any, to the CPI Index as described in Section 3(a)(2) above; or (ii) 2%. The Department's notification will also include the amount of advance funding available. Upon notification from the Department of the amount of available funds for the renewal period, the Contractor shall submit a budget within the amount of available funds for such renewal period, as well as the Contractor's most recently filed Internal Revenue Service Form 990 (or equivalent form). If the budget is acceptable to the Department, the Department will prepare an amendment to be executed by the parties to this Agreement to exercise the renewal option. Once the amendment has been approved and funding has been encumbered, payments shall be made to the Contractor in accordance with the approved budget for the renewal period. Notwithstanding the forgoing, at the Department's option and as soon as funding is made available under the County budget, in order to expedite funding availability for such renewal periods so that the Contractor does not have to wait until the increase to the CPI Index is determined, the Department may notify the Contractor and seek approval through an amendment to this Agreement for the renewal period budget at the same amount as the immediately preceding Agreement year. The amendment may also authorize the Department to submit an advisement for appropriate County approvals once the CPI Index increase, if any, is determined, so that the Department may notify and seek approval separately for any such increase, not to exceed the maximum allowable increase as described above. The Contractor will need to provide a budget after each notification from the

Department.

(b) Vouchers; Voucher Review, Approval and Audit. Except as provided in Section 3(a) of this Agreement, 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, (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; 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. Unless directed otherwise by the Department, on or before the last day of the third (3rd) month following the end of each Agreement year and the termination or expiration of this Agreement, 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 applicable Agreement year and/or 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 any budget authorized under this Agreement, provided that the maximum amount authorized under this Agreement 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 any authorized budget under this Agreement above ten percent (10%), provided that the maximum amount authorized under this Agreement is not increased as a result of any adjustment.

(b) Partial Encumbrance. The Contractor 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 Contractor further acknowledges that there shall be no initial encumbrance. 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 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 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 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.

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

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

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

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

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

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

19. 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: ROBERT V. HUGHES JR.

Title: EXECUTIVE DIRECTOR

Date: 12/2/2021

NASSAU COUNTY

By: _____

Name: _____

Title: County Executive

□ Deputy County Executive

Date: 1/21/22

PLEASE EXECUTE IN BLUE INK

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

On the 2nd day of December in the year 2021 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 Vocational Education & Ext. Board 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. McLafferty
NOTARY PUBLIC

PATRICIA M. MCLAFFERTY
Notary Public, State of New York
Reg. No. 01MC6325167
Qualified in Nassau County
Commission Expires May 16, 2023

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

On the 21st day of January in the year 2022 before me personally came Arthur T. Walsh 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 Chief 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

LAURA A SCHREINER
Notary Public, State of New York
Registration #01SC6305952
Qualified in Suffolk County
Commission Expires June 16, 2018

APPENDIX A

The purpose of this Agreement is to provide funding to the Contractor to: (1) operate and staff a Fire Service Academy that will provide quality training programs to enable members of the County's fire departments to discharge their responsibilities as firefighters, company officers and department officers in an efficient and effective manner while minimizing the risk to their own personal safety, and to assist the County's 71 fire departments to comply with New York State OSHA regulations and firefighting standards of The National Fire Protection Association; (2) operate and staff an Emergency Medical Services Academy to serve the County's Emergency Medical Services system as the premier provider of initial and continuing emergency medical training and educational services in the most efficient and cost-effective manner possible; and (3) operate and staff the Nassau County Firefighters Museum and Education Center (Public Fire Safety and Education) to provide fire safety educational programs for residents, school districts, camps and senior citizens of Nassau County.

NASSAU COUNTY FIRE SERVICE ACADEMY

The Contractor shall ensure that the course offerings provided at the Fire Service Academy will reasonably accommodate all students at the Academy to ensure they receive all mandated training.

All instructors at the Fire Service Academy must be qualified as Adult Educators by the NYS Board of Education and have achieved a minimum level of Fire Instructor-1 certification.

The Fire Service Academy is required under this Agreement to provide the following:

(1) The Nassau County Fire Service Academy must offer courses that include the New York State mandated minimum standards for firefighter qualification and National Standards for Firefighter-1 qualification. Those courses are:

- Essentials of Firefighting (33 contact hours and 20 hours of self-study)
  - Course may be delivered in-person or virtual
- Primary Firefighting (48 contact hours of hands-on, practical firefighting and skills evaluation)
- NYS Hazardous Materials First Responder – Operations Level (18 contact hours and seven hours of self-study)
  - Course maybe delivered in-person or virtual

(2) The Fire Service Academy must offer the following training to all fire service personnel necessary for response and mitigation safety:

- Active Shooter Response (three contact hours)
- Carbon Monoxide Response and Air Monitoring (three contact hours)
- Building Construction (24 contact hours and eight hours of self-study)
- Confined Space Awareness (six contact hours)
- Electric Vehicle Safety for Emergency Responders (six contact hours)
- Fire Extinguishers for Firefighters (three hours combined classroom and practical exercises)

- Fire Ground Communications (three contact hours)
- Fire Behavior Lab (three contact hours)
- Fire Behavior and Arson Awareness (18 contact hours and six hours of self-study)
- Firefighter Survival (11 contact hours comprised of three classroom hours and eight hours of practical exercises and skills evaluation)
- Flammable Liquids (12 contact hours combined classroom and practical exercises)
- Hazardous Materials Annual Refresher (four contact hours)
- Forcible Entry (three hours combined classroom and practical exercises)
- Ice Rescue Awareness (three contact hours)
- Ladder Company Rope Operations (six contact hours comprised of classroom, practical exercises, and skills evaluations)
- Liquified Petroleum Gas-1 (nine contact hours combined classroom and practical exercises)
- Long Island Railroad Safety and Awareness (three classroom hours and three hours of practical exercises)
- Mask Confidence (12 hours combined classroom, practical exercised, and skills evaluations)
- NICE Bus Operations Safety and Awareness (three contact hours)
- Power Saw Operations (three classroom hours and three hours of practical exercises)
- Radiological / Nuclear Awareness (six contact hours)
- Trench Rescue Awareness Level (eight contact hours)
- Utility Emergencies (nine contact hours)
- Vehicle Fires (three classroom hours and three hours of practical exercises)

(3) The Fire Service Academy must offer the following advanced training courses to fire service personnel:

- Apparatus Operator – Aerial Device (24 contact hours and eight hours of self-study)
- Apparatus Operator – Pump (24 contact hours and eight hours of self-study)
- Basic Structural Collapse Operations (eight contact hours)
- Confined Space Rescue (40 hours combined classroom, practical exercises, and skills evaluations)
- Elevator Rescue Operations (three classroom hours and three hours of practical exercises)
- Fire Instructor-1 (40 contact hours and 20 hours self-study)
- Fire Police (21 hours combined classroom and practical exercises)
- Hazardous Materials – Incident Command (eight contact hours)
- Ice Rescue Operations (three classroom hours and four hours of practical exercises)
- Incident Safety Officer (18 contact hours and eight hours of self-study)
- Introduction to Basic High-Pressure Air Bags (three contact hours combined classroom and practical exercises)
- Introduction to Fire Officer (30 contact hours and nine hours of self-study)
    - Course may be delivered in-person or virtual
- Leadership Seminar Series (27 contact hours)
- Liquified Petroleum Gas-2 (six contact hours combined classroom and practical exercises)

- Marine Firefighting for Land Based Operations (three contact hours)
- Managing the Mayday (three contact hours)
- Principles of Instruction (15 contact hours and 10 hours of self-study)
- Firefighter Assist and Search Team (six classroom hours and nine hours of practical exercises)
- Rescue Technician – Basic (eight classroom hours and 16 hours of practical exercises and skills evaluations)
- Rope Operations (three classroom hours and 15 hours of practical exercises and skills evaluations)
- Advanced Rope Operations (six hours of practical exercises and skills evaluations)
- Strategy and Tactics (24 contact hours and eight hours of self-study)
- Vehicle Extrication (six classroom hours and nine hours of practical exercises)
- Thermal Imaging Fundamentals (seven hours of combined classroom and practical exercises)
- Water Rescue Operations (16 contact hours combined classroom, practical exercises and skills evaluations)

(4) The Fire Service Academy must conduct a "Department Operations" session. Department Operations consist of four sessions (three hours each) of actual live firefighting evolutions consisting of residential and commercial structure fires. Fire departments receive assessments after each session as prescribed by NIOSH recommendations.

(5) If requested by a fire department, the Fire Service Academy shall perform annual pump tests for each department engine apparatus as required by NFPA 1911.

(6) In addition to providing training to the 71 Nassau County Fire Departments, the Fire Service Academy shall also provide the following:

- Nassau County Police Department
  - Fire Safety for Police Officers (eight contact hours to all NCPD recruits)
- Nassau County Corrections
  - Fire Safety for Correction Officers (eight hours contact to all new recruits)
- Nassau County Sheriffs
  - Forcible Entry (three contact hours)
- Nassau County Fire Marshals
  - Confined Space Rescue (40 contact hours combined classroom, practical exercises, and skills evaluations)
- In conjunction with the Nassau County Fire Marshal's Office
  - Fire Safety for Hospital Personnel (eight contact hours, approximately 700 – 800 personnel annually)

NASSAU COUNTY EMERGENCY MEDICAL SERVICES ACADEMY

The Contractor shall ensure that the course offerings provided at the Emergency Medical Services Academy will reasonably accommodate all students at the Academy to ensure they receive all mandated training.

All EMS instructors at the Emergency Medical Services Academy are required to hold and maintain the following certifications/certificates listed below:

- Current NYS EMS Certification at EMT level or above;
- Current NYS Bureau of EMS Certified Instructor Coordinator Certification, or current NYS Bureau of EMS Certified Laboratory Instructor Certification;
- Current Membership in a Bureau of EMS NYS pre-hospital care provider agency.

After appointment, EMS instructors at the Emergency Medical Services Academy are required to hold and maintain the following Certificates:

- NYS Education Department Adult Education Certificate
- American Heart Association CPR Instructor Certificate

At a minimum, the Emergency Medical Services Academy is required to offer the following courses, to be offered as often as necessary in order to ensure all County EMS staff receive all necessary and/or required continuing emergency medical training and educational services:

CME B/R Pilot Core CME

CME CC/R Pilot Core CME

EMT Original

EMT-B/R

Paramedic Rapid Recertification

NASSAU COUNTY FIREFIGHTERS MUSEUM AND EDUCATION CENTER (PUBLIC FIRE SAFETY AND EDUCATION)

Public Education: The Contractor provides all of the fire safety educational programs for residents, school districts, camps and senior citizens of Nassau County. This includes providing programs to schools, special needs residents (children, adults, seniors), boy scouts, girls scouts and many other organizations. On average, the Contractor provides 20-25 programs/classes per month, which accounts for approximately 600 – 700 "students" being trained each month.

APPENDIX B

OBLIGATION BUDGET
CONTROL CENTER SUMMARY

FUND	DEPARTMENT	CONTROLL CENTER	NUMIS CODE	FISCAL YEAR
	VOCATIONAL EDUCATION & EXTENSION BOARD 30 E Cherry Street, Hicksville, NY 11801-4302			2022

OBJ CLASS	OBLIGATIONS	TOTAL
	Personal Service	
AA	Salaries (2022)	1,981,000.00
AB	Fringe Benefits (2022)	2,089,688.00
	Subtotal	4,070,688.00
	Other Than Personnel Service	
BB	Equipment	
CC	Materials & Supplies	
DD	General Expenses (2022)	172,500.00
DE	Contractual Services (2022)	127,000.00
DF	Utilities	
HH	Interfund Charges	
	Subtotal	299,500.00
	All Other	
	TOTAL OBLIGATIONS	4,370,188.00

2022 VEEB BUDGET

	Facilities Operation Division (aka Maintenance)	Public Fire Safety Education (staff at museum)	Fire Service Academy	EMS Academy	Total	
	Jan 2022 - Dec 2022	Jan 2022 - Dec 2022	Jan 2022 - Dec 2022	Jan 2022 - Dec 2022	Jan 2022 - Dec 2022	
Income						
C-Rev. - County Contract	1,418,868	286,897	1,432,282	1,232,142	4,370,188	
Total Income	**1,418,868**	**286,897**	**1,432,282**	**1,232,142**	**4,370,188**	
Expense						
00111 · Payroll	860,000	215,000	920,000	835,000	2,830,000	AA - Salary/AB - Fringe Benefits **
00522 · Education & Fire Training Equip			30,000	15,000	45,000	DD - GENERAL/DE CONTRACTUAL
11612 · Employee Retirement System	119,703	27,747	148,447	129,851	425,747	AB - Fringe Benefits
13612 · Social Security-FICA	66,215	16,550	70,835	64,291	217,891	AB - Fringe Benefits
14612 · Health Insurance	260,000	13,000	143,000	73,000	489,000	AB - Fringe Benefits
16612 · Workers Comp Premium	19,450	4,600	22,000	21,000	67,050	AB - Fringe Benefits
20344 · Janitorial Supplies	7,500				7,500	DD - GENERAL
20612 · Dental Insurance	22,000	2,000	9,000	7,000	40,000	AB - Fringe Benefits
30344 · Maintenance of Equipment	6,000			1,000	7,000	DD - GENERAL
33144 · Misc. Materials/Fees	50,000		8,000	5,000	63,000	DD - GENERAL
34544 · Education Expense			15,000	35,000	50,000	DD - GENERAL
35444 · Uniform Allowance			20,000	5,000	25,000	DD - GENERAL
50745 · Insurance Premiums		8,000	45,000	40,000	93,000	DE - CONTRACTUAL
50845 · Sanitation	8,000			1,000	9,000	DE - CONTRACTUAL
Total Expense	1,418,868	286,897	1,432,282	1,232,142	4,370,188	
NET INCOME	**0**	**0**	**0**	**0**	**0**	

** Federal Taxes, FICA, etc (which are part of Payroll for VEEB) are categorized as Fringe Benefits by Comptroller.
This distorts parts of payroll as being part of fringe benefits, making it a higher percentage.
Payroll for County Billing Purposes is ONLY NET PAY - NOT GROSS PAY.
NOTE: VEEB is not eligible for fringe benefits reimbursement for per diem employees under this Agreement.

VEEB SALARIES DETAIL 2022

2022 SALARY FOR FACILITIES OPERATIONS DIVISION

	EMPLOYEE NAME		ANNUAL	TITLE
1	BARONE, MARK	$	59,743.00	Laborer II
2	CESTRA, FREDERICK	$	59,743.00	Laborer II
3	CURCIO, ANTHONY J.	$	75,790.00	Maintenance Mech II
4	CUTOLO, CHRISTOPHER	$	51,860.00	Laborer II
5	HATZELMAN, ALBERT	$	87,696.00	Maintenance Mech II
6	HOCKENBROCHT, FRANKLIN P.	$	86,904.00	Maintenance Mech II
7	JOHNSON, JOHN H.	$	61,068.00	Laborer II
8	LOEVEN, JOSEPH	$	51,860.00	Laborer II
9	MADERA, KENNETH	$	51,860.00	Laborer II
10	TIMMONS, MICHAEL	$	55,979.00	Maintenance Mech I
11	TORREGROSSA, JOSEPH	$	45,871.00	Laborer II
12	TORTOSO, RICHARD	$	51,860.00	Laborer II
	12 Employees **Salary Total**	**$**	**720,234.00**	
	Night Differential	$	20,000.00	
	Seasonal	$	115,000.00	
	Overtime	$	20,606.00	
	Total FOD	**$**	**875,840.00**	

2022 SALARY FOR PUBLIC FIRE SAFETY EDUCATION

EMPLOYEE NAME		ANNUAL	TITLE
MURRAY, JOHN V.	$	141,500.00	Chief Instructor
Per diems	$	90,660.00	
Total PFSED	**$**	**232,160.00**	

2022 SALARY FOR FIRE SERVICE ACADEMY

	EMPLOYEE NAME		ANNUAL	TITLE
1	BRISCOE, JENNIFER	$	59,743.00	Teacher Aide
2	HUGHES JR, ROBERT V.	$	164,000.00	Executive Director
3	KELLY, KATHERINE	$	66,625.00	Secretary
4	MCLAFFERTY, PATRICIA	$	51,860.00	Teacher Aide
5	WILDERS, PAUL G.	$	117,390.00	Asst Chief Instructor
	Per diems	$	471,356.45	
	Total FSA	$	930,974.45	

2022 SALARY FOR EMERGENCY MEDICAL SERVICE DIVISION

	EMPLOYEE NAME		ANNUAL	TITLE
1	CHESTER, FRANK	$	141,501.00	Chief Instructor
2	FRAPPIED, MARK	$	112,244.00	Asst Chief Instructor
3	MOORE, ALLISON	$	59,743.00	Teacher Aide
4	OHARA, KEVIN J.	$	92,097.00	1st Deputy
5	JACLYN WEISER	$	47,069.00	Teacher Aide
	Per diems	$	373,537.00	
	Total EMS	$	826,191.00	

Total Salaries 2022	**$**	**2,865,165.45**

Pay Schedule for Per Diem Employees:

Public Fire Safety Education Division

Docents: $15 per hour

Instructors: $33.46 per hour

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

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:

ROBERT V. HUGHES JR. (Name)

30 EAST CATHERY STREET, HICKSVILLE NY (Address)

516-572-8600 (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 RVH 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 RVH 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.

12/2/2021
Dated

R V. H
Signature of Chief Executive Officer

ROBERT V. HUGHES JR.
Name of Chief Executive Officer

Sworn to before me this
2nd day of December, 2021.
Patricia M. McLafferty
Notary Public

PATRICIA M. MCLAFFERTY
Notary Public, State of New York
Reg. No. 01MC6325167
Qualified In Nassau County
Commission Expires May 18, 2023

Jack Schnirman
Comptroller



OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: Vocational Education & Extension Board (VEEB)

CONTRACTOR ADDRESS: 30 East Cherry Street, Hicksville, New York 11801-6002

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

10/05/2021

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?

Director Raymond Maguire has donated to the campaigns of CE Laura Curran, the County Comptroller Jack Schnirman, and Legislator Steve Rhoads. Director Joseph Bentivegna has donated to the campaign of Legislator Rose Walker. Director Francis Murray has donated to the campaigns of CE Laura Curran and Legislator Debra Mule. Director Michael McDermott has donated to the campaign of CE Laura Curran. All other Directors have indicated that they have not donated to any of the above mentioned.

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:
Robert V. Hughes Jr. [RHUGHES@VEEB.ORG]

Dated: 12/01/2021 02:00:27 PM

Vendor: Vovational Education and Extension Board of Nassau County

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: Christopher P. Shelton
   Date of birth: [redacted]
   Home address: [redacted]
   City: [redacted] State/Province/Territory: [redacted] Zip/Postal Code: [redacted]
   Country: [redacted]

   Business Address: 310 Perkins Ave
   City: Oceanside State/Province/Territory: NY Zip/Postal Code: 11572
   Country US
   Telephone: (516) 536-3925

   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	01/01/2021	Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President	01/01/2012		
(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 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 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, Christopher P. 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 P. 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.

Nassau County Vocational and Extension Board
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Christopher P. Shelton [CPSLT@VERIZON.NET]

President
Title

11/29/2021 02:56:59 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: [redacted]
Home address: [redacted]
City: [redacted] State/Province/Territory: [redacted] Zip/Postal Code: [redacted]
Country: [redacted]

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)
Treasurer
Shareholder
Secretary
Partner

Type	Description	Start Date
Other	Deputy Clerk	01/01/2015

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.
Commissioner of the Levittown Fire District

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, Joseph A. Bentivegna , 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 A. Bentivegna , 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 of Nassau County
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Joseph A. Bentivegna [JABNLB719@GMAIL.COM]

Deputy Clerk
Title

11/08/2021 10:18:21 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: Philip F. Malloy Jr.
Date of birth: [redacted]
Home address: [redacted]
City: [redacted] State/Province/Territory: [redacted] Zip/Postal Code: [redacted]
Country: [redacted]

Business Address: 30 E. Cherry Street
City: Hicksville State/Province/Territory: NY Zip/Postal Code: 11801
Country US
Telephone: (516)572-1702

Other present address(es): 300 Winding Road
City: Bethpage State/Province/Territory: NY Zip/Postal Code: 11804
Country: US
Telephone: (516)572-8600

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	01/01/2011
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 notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.
Chief Investigation & Security LLC

Commissioner of the Franklin Square Fire District

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.
Town of Hempstead gave the Fire District Funds to operate

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, Philip F Malloy 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, Philip F Malloy 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.

Vocational Education Extentuion Board
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Philip F Malloy Jr. [XCHEEF46@AOL.COM]

Board Member
Title

10/13/2021 12:25:04 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 Fabian
   Date of birth: [redacted]
   Home address: [redacted]
   City: [redacted] State/Province/Territory: [redacted] Zip/Postal Code: [redacted]
   Country: [redacted]

   Business Address: 30 East Cherry St
   City: Hicksville State/Province/Territory: NY Zip/Postal Code: 11801
   Country US
   Telephone: 5165728601

   Other present address(es):
   City: [redacted] State/Province/Territory: [redacted] Zip/Postal Code: [redacted]
   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)			

Type	Description	Start Date
Other	Director	04/26/2021

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.
Chairman Nassau County Fire Commission

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, John Fabian , 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 Fabian , 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 Educational Extension Board of Nassau County
Name of submitting business

Electronically signed and certified at the date and time indicated by:
John Fabian [FAB2427@AOL.COM]

Director
Title

09/29/2021 01:17:24 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: Ralph Esposito
Date of birth: [redacted]
Home address: [redacted]
City: [redacted] State/Province/Territory: [redacted] Zip/Postal Code: [redacted]
Country:

Business Address: 30 E Cherry Street
City: Hicksville State/Province/Territory: NY Zip/Postal Code: 11801
Country US
Telephone: (516)572-1700

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	01/01/2021		
(Other)			

Type	Description	Start Date
Other	Board Director	03/26/2011

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 notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

Fire Commissioner Elmont Fire District
Director of Veteran's Service Agency of Nassau County

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.

Town of Hempstead budget for the Elmont Fire District

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, Ralph Esposito , 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, Ralph Esposito , 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 of Nassau County
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Ralph Esposito [RESPOSITO1@NASSAUCOUNTYNY.GOV]

Vice President
Title

09/27/2021 08:59:53 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: SARAH SAMLAL
Date of birth: [redacted]
Home address: [redacted]
City: [redacted] State/Province/Territory: [redacted] Zip/Postal Code: [redacted]
Country: [redacted]

Business Address: VOCATIONAL EDUCATION & EXTENSION BOARD
City: DEER PARK State/Province/Territory: NY Zip/Postal Code: 11729
Country US
Telephone: 6463278790

Other present address(es):
City: HICKSVILLE State/Province/Territory: _____ Zip/Postal Code: _____
Country:
Telephone: 5167521701

List of other addresses and telephone numbers attached

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

President		Treasurer	04/26/2021
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 notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.
Tellaro Enterprises, 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 [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, SARAH SAMLAL , 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, SARAH SAMLAL , 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:
Sarah Samlal [KYACCARINO@VEEB.ORG]

Treasurer
Title

09/17/2021 11:55:11 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: Robert Hughes
Date of birth: [redacted]
Home address: [redacted]
City: [redacted] State/Province/Territory: [redacted] Zip/Postal Code: [redacted]
Country: [redacted]

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: 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)			

Type	Description	Start Date
Other	Executive Director	10/16/2018

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.

Served on Nassau County Fire Commission/Chairman of the 6th Battalion of Nassau County. Term expired May 2020.

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. , 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
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 Baord
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Robert V. Hughes Jr. [RHUGHES@VEEB.ORG]

Executive Director
Title

09/14/2021 12:12:29 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: Frank J Chester
   Date of birth: [redacted]
   Home address: [redacted]
   City: [redacted] State/Province/Territory: [redacted] Zip/Postal Code: [redacted]
   Country: [redacted]

   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: 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)			

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 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.

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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, 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.

Vocational Education and Extension Board Of Nassau County
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Frank J. Chester [FCHESTER@VEEB.ORG]

Chief Instructor EMS
Title

08/31/2021 11:28:07 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: 09/14/2021

1) Proposer's Legal Name: Vocational Education & Extension Board

2) Address of Place of Business: 30 East Cherry Street

City: Hicksville State/Province/Territory: NY Zip/Postal Code: 11801

Country: US

3) Mailing Address (if different): _____

City: _____ State/Province/Territory: _____ Zip/Postal Code: _____

Country: _____

Phone: (516) 572-1702

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) Special school training facilty

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.

Ralph Esposito, Vice President, is the Director of the Veteran's Services Agency for Nassau County.

(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.

Ralph Esposito, Vice President, is the Director of the Veteran's Services Agency for 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.

Advise the Board of Directors and contact the county for approval.

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;

03/19/1928

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, not for profit educational institution.

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.

2 File(s) Uploaded: VEEB Board Contact List - 2021.pdf, VEEB Board Contact List 5-21.pdf

iv) State of incorporation (if applicable);

v) The number of employees in the firm;

250

vi) Annual revenue of firm;

9000000

vii) Summary of relevant accomplishments

Currently train Nassau County EMS & Fire Fighters & have been since creation of board.

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

B. Indicate number of years in business.

92

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

Previous contracts 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.

Company	Nassau Community College		
Contact Person	Dawn Nolan		
Address	One Education Drive		
City	Garden City	State/Province/Territory	NY
Country	US		
Telephone	(516) 572-7489		
Fax #			
E-Mail Address	dawn.nolan@ncc.edu		

Company	Plainview Old Bethpage Schools		
Contact Person	Charles Marfoglio		
Address	Kennedy Dr.		
City	Plainview	State/Province/Territory	NY
Country	US		
Telephone	(631) 804-1359		
Fax #			
E-Mail Address	cmarf@optonline.net		

Company	Nassau County Department of Health		
Contact Person	Ann DeSimone		
Address	106 Charles Lindbergh Blvd.		
City	Uniondale	State/Province/Territory	NY
Country	US		
Telephone	(516) 227-9652		
Fax #			
E-Mail Address	Adesimone@nassaucountyny.gov		

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

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 and Extension Board

Electronically signed and certified at the date and time indicated by:
Robert V. Hughes Jr. [RHUGHES@VEEB.ORG]

Executive Director
Title

09/14/2021 12:16:28 PM
Date

Nassau County VEEB Board of Directors

Joseph A. Bentivegna, Deputy Clerk
[redacted]6

[redacted]

Angelo Catalano
[redacted]

[redacted]

Ralph Esposito, Vice President
[redacted]

[redacted]

John M. Fabian
[redacted]

[redacted]

Raymond F. Maguire, Clerk
[redacted]

[redacted]

Philip F. Malloy, Jr.
[redacted]

[redacted]

Michael J. McDermott
[redacted]

[redacted]

[redacted]

Francis X. Murray
Incorporated Village of Rockville Centre
P. O. Box 950
Rockville Centre, NY 11571-0950
Attn: The Officer of the Mayor

[redacted]

Christopher P. Shelton, President
[redacted]

5/4/21

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: US

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.

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:
Frank J Chester [FCHESTER@VEEB.ORG]

Dated: 08/31/2021 11:36:28 AM

Title: Chief Instructor EMA

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.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/13/2021

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
Hubbinette Cowell Associates Inc.
1003 Park Blvd, Ste 3
Massapequa Park, NY 11762

CONTACT NAME: Loretta Salerno
PHONE (A/C, No, Ext): (516)795-1330 FAX (A/C, No): (516)795-5101
E-MAIL ADDRESS: loretta@hubbinette-cowell.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: National Union Fire Ins. Co. of Pittsburgh, PA	19445
INSURER B: National Union Fire Inc. Co. of Pittsburgh, PA	19445
INSURER C: PERMA	
INSURER D: MedPro RRG	
INSURER E:	
INSURER F:	

INSURED
Vocational Education And Extension Board Of Nassau
30 East Cherry Street
Hicksville, NY 11801-4303

COVERAGES CERTIFICATE NUMBER: 00001083-146414 REVISION NUMBER: 6

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y		VFNU-TR-0000253-01	01/01/2021	01/01/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
B	AUTOMOBILE LIABILITY ANY AUTO X OWNED AUTOS ONLY X HIRED AUTOS ONLY X SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	Y		VFNU-CM-0000252-01	01/01/2021	01/01/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $	Y		VFNU-TR-0000253-01	01/01/2021	01/01/2022	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 10,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC0001198	01/01/2021	01/01/2022	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
D	Professional Liab.			L19426	09/01/2021	09/01/2022	Each Occurrence	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
PROOF OF INSURANCE. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED AS PER FORM #VGL101.

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
Paul A. Cowell Jr. (LGS)

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BRUCE A. BLAKEMAN
COUNTY EXECUTIVE

Michael F. Uttaro
CHIEF FIRE MARSHAL

NASSAU COUNTY FIRE COMMISSION
OFFICE OF THE FIRE MARSHAL
1194 Prospect Avenue Westbury, N.Y. 11590
(516) 573-9900

March 2, 2026

Robert Cleary
Chief Procurement Officer

RE: CQFC21000002/CLFC26000001 (VEEB)

Mr. Cleary:

Please accept this letter as notification of a delay in the above referenced contract.

This submission was delayed due to the vendor having difficulties with the vendor portal submitting their disclosure documents.

Additionally, the Board of Directors had changed requiring the update of all disclosure forms.

Thank you for your consideration.

Bohdan J. Pilczak

Assistant Chief Fire Marshal

Certified: --

E-57-26

FILED BY THE NASSAU COUNTY CLERK
OF THE LEGISLATURE APRIL 29, 2026
3:54 PM

NIFS ID: CQHE26000002

Capital:

Contract ID #: **CQHE26000002**

NIFS Entry Date: **03/05/2026**

Department: Health

Service: **Preschool Bus Transportation**

Term: from **08/01/2026** to **07/31/2029**

Contract Delayed:

Slip Type: **New**		
CRP:		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	**Yes**
2) Comptroller Approval Form Attached:	**No**
3) CSEA Agmt. & 32 Compliance Attached:	**No**
4) Significant Adverse Information Identified? (if yes, attach memo):	**No**
5) Insurance Required:	**Yes**

Vendor/Municipality Info:	
Name: **Educational Bus Transportation Inc.**	ID#:**111976948**
Main Address: **63 Lamar StreetWest Babylon, NY 11704**	
Main Contact: **Tim Flood**	
Main Phone: **(845) 356-2200**	

Department:
Contact Name: **Daniel Naftol**
Address: **200 County Seat Dr Mineola, NY 11501**
Phone: **(516) 227-8598**
Email: **dnaftol@nassaucountyny.gov**

Contract Summary

Purpose: Preschool Special Education Bus Transportation - Contract with bus companies to safely and reliably transport preschool children to and from their educational programs
Procurement History: RFP #HE0708-2535 issued 7/8/26
Description of General Provisions: It is the intent of the County of Nassau to properly describe by these specifications, terms and conditions for an adequate method of providing for transportation of students requiring specialized transportation to and from approximately 33 schools on a daily basis. (There are approximately 1400 students for the agency or agencies named herein in order that they may enjoy uninterrupted service in consideration for payment of the prices bid.)
Impact on Funding / Price Analysis: Initial encumbrance of $3,000,000.00 through 12/31/26. Total contract shall not exceed $21,000,000.00. State reimbursement of 59.5%
Change in Contract from Prior Procurement: New Contract
Method of Source Selection:

☑ Request For Proposals awarded to proposer offering best value

RFP #: HE0708-2535

Advertised On: 07/08/2025

Advertised In: Official Newspaper

Proposals Due On: 09/12/2025

Number of proposals received: 6

Evaluation Committee members: NCDOH:D. Mancilla (Chair), R. Gonzalez, L. Kenny, R. Oh, H Sherman. Non voting: D. Naftol, C. Langdon, S. Schechter

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.

The contract has been awarded to the proposer offering the lowest cost proposal

MWBE Participation:

☑ Participation of Minority-owned and Women-owned Business Enterprises 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 by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

☑ Vendor will not require any subcontractors.

Contractor is a (check all that apply):

☐ MWBE

☐ SDVOB

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
GEN	54	5400	PP	HEGEN5400	PP760	HEGEN5400 PP760	01	$3,000,000.00
						TOTAL		**$3,000,000.00**

Additional Info	
Blanket Encumbrance	
Transaction	
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	$1,215,000.00
Federal	$0.00
State	$1,785,000.00
Capital	$0.00
Other	$0.00
Total	**$3,000,000.00**

Routing Slip

Department			
NIFS Entry	Daniel Naftol	03/05/2026 11:31AM	Approved
NIFS Final Approval	Deneen Jenkins	03/06/2026 11:03AM	Approved
Final Approval	Deneen Jenkins	03/06/2026 11:03AM	Approved
County Attorney			
Approval as to Form	Julie Silverstein	03/09/2026 05:55PM	Approved
RE & Insurance Verification	Grady Farnan	03/06/2026 12:23PM	Approved
NIFS Approval	Richard Soleymanzadeh	03/13/2026 10:57AM	Approved
Final Approval	Julie Silverstein	04/29/2026 11:09AM	Approved
OMB			
NIFS Approval	Amanda Cohn	03/09/2026 03:52PM	Approved
NIFA Approval	Irfan Qureshi	03/09/2026 04:27PM	Approved
Final Approval	Irfan Qureshi	03/09/2026 04:27PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Benjamin Fischer	03/13/2026 12:48PM	Approved
DCE Compliance Approval	Andrew Levey	03/17/2026 05:55PM	Approved
Vertical DCE Approval	Anissa Moore	03/18/2026 09:50AM	Approved
Final Approval	Anissa Moore	03/18/2026 09:50AM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	04/29/2026 01:40PM	Approved
Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending
Legal Approval			Pending

Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

RULES RESOLUTION NO. – 2026

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF HEALTH AND EDUCATIONAL BUS TRASPORTATION INC.

WHEREAS, the County has negotiated a personal services agreement with Educational Bus Transportation Inc., to provide the County with transportation 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 an agreement with Educational Bus Transportation Inc.

CONTRACT FOR SERVICES

THIS AGREEMENT, made as of the date this agreement is last executed by the County (together with the schedules, appendices, attachments, and exhibits, if any, this "Agreement"), between

Nassau County, a municipal corporation having its principal office at1 West Street, Mineola, New York 11501 (the "County"), acting on behalf of the Nassau County Department of Health, having its principal office at 200 County Seat Drive Mineola, NY 11501 (the "Department"),

- and –

Educational Bus Transportation, Inc., a limited liability New York corporation, having its principal address at 63 Lamar Street, West Babylon, New York 11704 (the "Contractor").

W I T N E S S E T H:

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

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 premises and mutual covenants contained in this Agreement, the parties agree as follows:

1) Term.
   A. This Agreement shall commence on August 1, 2026, and shall terminate on July 31, 2029 (the "Initial Term"), unless sooner terminated as provided for herein. The Department may, in its sole discretion, renew the term of this Agreement, on the below agreed upon terms and conditions, for one (1) additional two (2) year period (the "Renewal Term"), for a possible total term of five (5) years, subject to the County's right of early termination as provided in the contract.

   B. The decision to renew the contract(s) will be at the sole discretion of the Department and may be exercised by written notice thereof to the Contractor.

2) Services.
   A. The services and scope of work to be provided by the Contractor under this Agreement shall consist of but are not limited to safely and reliably transport preschool children to and from their educational programs, within the geographic transportation service area(s) ("Zone(s)") they have been awarded, as shown in **SCHEDULE A**, attached below as **EXHIBIT B**.
   B. The contractor will be required to provide reports to the County, as well as provide all findings and recommended actions to mitigate any issues found. All findings and recommended actions must include prioritization based on risk, factoring current intelligence into the risk level. The contractor will also be required to include guidance on how to remediate each item, as well as estimated internal staff hours needed to address each item. The contractor will not remediate any findings unless instructed by the County. The County will pursue recommended actions using the contractor's guidance as appropriate. The full scope of the Contractor's duties and responsibilities is explained in greater detail in **EXHIBIT A ("Scope of Services")**, attached below.

C. Renewal Services: Services to be provided during the renewal period shall be based on the results of the initial contract period services and current needs of the County.

3) **Payment**.

(a) **Amount of Consideration**. The maximum amount to be paid to the Contractor as full consideration for the Services and all Additional Services performed under this Agreement during the Initial Term, shall not exceed Twenty-One Million ($21,000,000.00) DOLLARS (the "Maximum Amount"). The Maximum Amount is inclusive of any and all expenses and shall be payable as shown in **SCHEDULE A – Monthly Zone Charges,** attached below as **EXHIBIT B**

(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. The Contractor further acknowledges that the initial encumbrance authorized upon approval of this Agreement shall be Three Million ($3,000,000.00) DOLLARS. Thereafter, the Department shall notify the Contractor of the availability of additional monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

(c) **Vouchers; Voucher Review, Approval and Audit**. All Payments shall be made in arrears and in accordance with Section 3(a) above and shall be contingent upon (i) the Contractor submitting Vouchers in a form satisfactory to the County that: (a) states with reasonable specificity the services to be provided and the payment requested as consideration for such services, (b) certifies that the services to be rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "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 parties 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, and (ii) authorized by this Agreement to be performed. The Contractor will receive no payments respecting any services performed after the Contractor received notice of termination from the County.

4) **Non-Completion**. Unless otherwise specifically addressed elsewhere in this Agreement, in the event the Agreement is terminated, or the Program cancelled for any reason prior to the date of completion of the Program, the Contractor shall immediately return any and all payment that the Contractor has receive. The re-payments shall be made within seven (7) days from the notice of cancellation or when the performance was due, whichever is sooner.

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 Contractors (a "Contractors 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, Default and/or Claims.** The Contractor represents it 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 but not limited to 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. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of the County's vendor registration protocol, Procurement Policy, Charter and Administrative Rules and Regulations and other rules promulgated from time to time from the County and/or relevant Department. 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. The Contractor shall have a continuing obligation, as circumstances arise, to update the County regarding any changes to the Contractor's disclosures.
   (b) **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 shall require all Contractor Agents, Contractor subcontractors, and their respective employees (including Contractor's own employees) to execute a confidentiality agreement, attached hereto as Exhibit A (the "Confidentiality Agreement"), prior to commencing Services under this Agreement. The Contractor shall provide the executed Confidentiality Agreements to the Department prior to the Contractor Agent or subcontractor commencing Services. 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.
   (c) The Contractor further acknowledges that to extent this Agreement is subject to approval by the County Legislature, the Agreement, together with any other forms and Contractor disclosures that make up the contract package that is submitted for County approvals (the "Contract Package"), will be posted on the County website. If the Contractor believes that the Contract Package contains information that is excepted from FOIL, such as information of a personal or private nature, the Contractor may submit a duplicate redacted Contract Package for the County's consideration. If the redactions are acceptable to the County, the County will post the redacted Contract Package to the County website. Failure of the

Contractor to submit a redacted Contract Package shall be deemed Contractor's consent to the posting of the un-redacted Contract Package to the County website.

8) **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.

9) **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.

10) **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:
   A. Contractor shall comply with the applicable requirements of the Living Wage Law, as amended.
   B. Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, such breach being 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.
   C. On a yearly basis, Contractor shall provide the County with any material changes to its Certificate of Compliance, attached to this Agreement as Appendix L.

11) **Vendor Code of Ethics**. By executing this Agreement, the Contractor hereby certifies and covenants that:
   A. 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;
   B. 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;
   C. All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;
   D. 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;

E. 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;

F. 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; and

G. The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. Including but not limited to, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," ("MWBE") which governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts (See Appendix "EE" attached hereto.)

i) IF APPLICABLE AND AT THE OPTION OF THE OFFICE OF MINORITY AFFAIRS "OMA") In an effort to increase the utilization of minority, woman, veteran and Service-Disabled Veteran-Owned Business ("SDVOB") the County is implementing an overall target of 15% MWBE and 2% SDVOB participation in locally funded procurements. Each vendor and/or subcontractor agrees to cooperate and make its best efforts to assist the procuring Department and OMA in achieving this goal. Such best efforts may include, but are not limited to, providing upon request to OMA, information related to Contractor's utilization of SDVOB and MWBE. The County may utilize such information in determining the ability of the contractor to receive future awards.

12) **Minimum Service Standards**. Regardless of whether required by Law:

A. The Contractor shall conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

B. The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates.

C. The Contractor 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, permits, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

13) Right to Works/Ownership of Work Product/Copyright.

A. Contractor retains all right, title and interest, including all copyrights, patent rights and trade secret rights, in any Contractor property or works. Contractor hereby grants to County a non -exclusive, irrevocable, non-transferable, royalty-free, perpetual internal use license to use such Contractor Works. As used in this Agreement, the term "Contractor Works" means any of the following: (i) any software program, algorithm, process, methodology, documentation, report, data, flow diagram, document, or other material owned, generated, or distributed by Contractor prior to or separately from this Agreement; or (ii) any tools or utilities developed by or on behalf of Contractor or used by Contractor.

B. The County retains sole ownership and all right, title, and interest in and to any reports, documents data, photographs, deliverables, and/ or other materials provided by the County ("County Works") to the Contractor for services under this Agreement. Contractor will use County Works in accordance with this Agreement.

C. Any reports, documents, data, photographs, deliverables, 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 produced pursuant to this Agreement, shall upon their creation become the exclusive property of the County.

D. Any reports, documents, data, photographs, deliverables, and/or other materials provided pursuant to this Agreement ("Copyrightable Materials") shall be considered "work-made-for-hire" pursuant to 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. The Copyrightable Materials shall be used by the Contractor for no purpose other than in the performance of this Agreement without the prior written permission of the County. The County may grant the Contractor a license to use the Copyrightable Materials on such terms as determined by the County and set forth in the license.

E. the Contractor acknowledges that the County may, in its sole discretion, register copyright in the Copyrightable Materials with the United States Copyright Office or any other government agency authorized to grant copyright registrations. The Contractor shall cooperate in this effort and agrees to provide any and all documentation necessary to accomplish this.

F. The Contractor represents and warrants that the Copyrightable Materials: (i) are wholly original material not published elsewhere (except for material that is in the public domain; (ii) do not violate any copyright law; (iii) do not constitute defamation or invasion of the right of privacy or publicity; and (iv) 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.

14) **Confidentiality.**

A. The Contractor agrees to hold confidential, both during and after the completion or termination of this Agreement, all of the reports, information, or data, furnished to or prepared, assembled or used by, the Contractor under this Agreement ("Confidential information"). The Contractor agrees to maintain the confidentiality of such Confidential Information by using a reasonable degree of care and using at least the same degree of care that the Contractor uses to preserve the confidentiality of its own confidential information. The Contractor agrees that Confidential Information shall not be made available to any person or entity without the prior written approval of the County.

B. Required Disclosure: Notwithstanding any inconsistent provision in this Agreement, Contractor shall not be liable for disclosure of Confidential Information to the extent disclosure is required by virtue of court order, subpoena, other validly issued administrative or judicial notice or order, or pursuant to applicable law ("Required Disclosure"); provided that, in such event Contractor has given the County prompt notice in writing or by email of Required Disclosure;

C. If applicable, Vendor and/or vendors employees/agents, subcontrators, agree to execute the attached Non-Disclosure Agreement ("NDA") and/or Confidentiality Agreement.

D. **Data Protection.** Contractor acknowledges that it may have access to certain of the County's computer and communications systems and networks for the purposes set forth in this Agreement. If any data is made available or accessible to Contractor, its employees, agents or contractors, pertaining to County business or financial affairs, or to County's projects,

transactions, clients or customers, Contractor will not store, copy, analyze, monitor or otherwise use that data except for the purposes set forth in this Agreement for the benefit of the County. Contractor will comply fully with all applicable laws, regulations, and government orders relating to personally identifiable information ("PII") and data privacy with respect to any such data that Contractor receives or has access to under the Agreement or in connection with the performance of any services for the County. Contractor will otherwise protect PII and will not use, disclose, or transfer across borders such PII except as necessary to perform under this Agreement or as authorized by the data subject or in accordance with applicable law. To the extent that Contractor receives PII related to the performance of this Agreement, Contractor will protect the privacy and legal rights of the County's personnel, clients, customers and contractors.

E. The provisions of this Section shall survive termination of the Agreement.

15) **Indemnification; Defense; Cooperation.**

A. Contractor shall be responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, agents, volunteers and representatives (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor, 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, at 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 legal proceedings which may be brought or instituted against one or more Indemnified Parties, on any such claim, demand or cause of action in connection with this Agreement and Contractor shall pay and satisfy any judgment or decree which may be rendered against the indemnified Parties in any suit, action or other legal proceeding; and Contractor shall pay for any and all damages to the property of the Indemnified Parties, for loss or theft of such property, done or caused by the Contractor.

C. The Contractor shall and shall cause all of Contractor's Agent(s) 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 the Contractor's Agent(s) in connection with this Agreement.

D. In the event the Contractor does not provide the above defense and indemnification to the County, and such refusal or denial to provide the above defense and indemnification is found to be in breach of this provision, then the Contractor shall reimburse the County reasonable attorney's fees incurred in connection with the defense of any action, and in connection with enforcing this provision of the Agreement.

E. **Infringement Indemnification**. The Contractor shall indemnify, defend and hold the County harmless 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 infringement, violation or unauthorized use of any copyright, trade secrets, or trademark , patent or any other property or personal right of any third party by the Contractor and/or its employees, agents, or subcontractors in the performance of this Agreement. As a condition to the foregoing indemnity obligation, the County shall give the Contractor: (A) prompt written notice of any action, claim or threat of infringement suit or other suit, (B) the

opportunity to take over, settle or defend such action, claim or suit at the Contractor's sole expense, and (C) assistance in the defense of any such action at the expense of the Contractor.

(1) In addition to the foregoing, if the use of any Work Product shall be enjoined for any reason or if the Contractor believes that it may be enjoined, the Contractor shall have the right, at its own expense, to take action in the following order of precedence: (A) to procure for the County the right to continue using such Work Product; (B) to modify the Work Product so that it becomes non-infringing and of at least equal quality and performance; or (C) to replace said Work Product with non-infringing deliverable(s), item(s) or part(s) of at least equal quality and performance, or (D) if none of the foregoing is commercially reasonable, then provide monetary compensation to the County up to the dollar amount of the aggregate consideration paid to the Contractor for such Work Product; (E) the preceding remedies are in addition to and not in lieu of the Contractor's obligation to indemnify and defend the County; (F) time is of the essence with respect to every provision of this Agreement in which time of performance is a factor.

(2) The foregoing provisions shall not apply to any infringement occasioned by modification by the County that is (A) not contemplated by the Contractor; (B) made without the Contractor's approval; (C) infringement occasioned by County Works, specifications, or requirements provided to the Contractor.

(3) In the event that an action at law or equity is commenced against the County arising out of a claim that the County's use of a Work Product infringes any patent, copyright or propriety right and the Contractor is of the opinion that the allegations in such action in whole or in part are not covered by the indemnification and defense provisions set forth in this Agreement, the Contractor shall immediately notify the County in writing and shall specify to what extent the Contractor believes it is obligated to defend and indemnify under the terms and conditions of this Agreement. The Contractor shall in such event protect the interests of the County and secure a continuance to permit the County to appear and defend its interests in cooperation with the Contractor as is appropriate, including any jurisdictional defenses the County may have.

F. The provisions of this Section shall survive the termination of this Agreement.

16) **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" its officials, employees, volunteers, agents, volunteers and representatives as an additional insured and have a minimum single combined limit of liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (iii) workers 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, or, if the Contractor is exempt from New York State Workers' Compensation Insurance requirements, the Contractor shall provide the County with appropriate documentation evidencing such exemption, and (iv) such additional insurance as the County may from time to time specify. A waiver of subrogation or exemption is granted in favor of the County of Nassau.

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

C. 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.

17) **Assignment; Amendment; Waiver; Subcontracting**.

A. This Agreement and the rights and obligations hereunder may not be in whole or part and in accordance with General Municipal Law Section 109 (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 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 subcontractors. The Contractor agrees to be fully responsible to the County for the acts and omissions of its subcontractors. The Contractor's obligation to pay its subcontractors 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.

C. The Contractor shall ensure that their subcontractors shall not further subcontract, or otherwise engage an independent contractor or agent to provide any Services under this Agreement without the prior written consent of the County Executive.

18) **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/or (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

B. 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.

C. 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.

D. **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.

19) **Accounting Procedures; Records.**

A. 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, the County Inspector General, 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.

20) **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 6 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.

21) **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.

22) **Data Breach**:

A. Upon the discovery by the Contractor of a confirmed breach of security that results in the unauthorized release, disclosure, or acquisition of the personal data of any past or present employee of Nassau County and their dependents, the Contractor shall provide "Initial Notice" to the Procuring Department within five (5) business days, after such discovery. The Initial Notice shall be delivered to the Department by electronic mail and by phone call, and shall include the following information, to the extent known at the time of notification:
   i) Date and time of the breach;
   ii) Names of employee(s) whose personal data, and that of their dependents, was released, disclosed or acquired;
   iii) The nature and extent of the breach;
   iv) The Contractor's proposed plan to investigate and remediate the breach.

B. Upon discovery by the Contactor of a confirmed breach, the Contractor shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not later than thirty (30) days after discovery of the breach, shall provide the Department with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the employee(s) whose personal data was released, disclosed or acquired; nature and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

C. The Contractor agrees to cooperate with the Department with respect to investigation of the breach and to reimburse the Department for actual documented costs legally required or associated with responding to the breach of security caused by the negligence of Contractor.

D. The Department shall have the option to terminate this Agreement if the Contractor is found to have suffered a breach of security as described in subsection (a) of this section on two (2) separate occasions during the contract period.

23) **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.

24) **Notices**. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be:
   A. in writing to the above referenced addresses and in compliance with the below,
   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,
      iv) 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
         (1) if to the Department, to the attention of the Commissioner at the address specified above for the Department,
         (2) 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,
         (3) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and
         (4) 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.

25) **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.

26) **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.

27) **Administrative Service Charge**. Unless exempted or excluded by law, the Contractor agrees to pay the County an administrative service charge 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 in accordance with the following schedule:

Value of Contract	Administrative Fee
(a) $0-$10,000	$0
(b) Over $10,000-$50,000	$160
(c) Over $50,000-$100,000	$266
(d) Over $100,000	$533

28) **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.

29) **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.

30) **Counterpart Execution.** This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed an original Agreement for all purposes; provided that no Party shall be bound to this Agreement unless and until all Parties have executed a counterpart. Delivery of a copy of a counterpart by facsimile or email by one Party to the other Party shall be deemed to be delivery of an original by that Party.

31) **Not-For-Profit Merger, Acquisition, Judicial or Non-Judicial Dissolution (if applicable):** The Contractor agrees to provide written notice the Department, Applicable DCE, County Attorney, and Comptroller Ninety (90) days prior to any Merger, Acquisition, Judicial or Non-Judicial Dissolution, as defined under New York State Not-For-Profit Law.

32) **Force Majeure.** Neither party hereto will be liable for losses, defaults, or damages under any contract resulting from this solicitation which result from delays in performing, or inability to perform, all or any of the obligations or responsibilities imposed upon it pursuant to the terms and conditions of this solicitation, due to or because of acts of God, the public enemy, acts of government, earthquakes, floods, strikes, civil strife, pandemic, fire or any other cause beyond the reasonable control of the party that was so delayed in performing or so unable to perform provided that such party was not negligent and shall have used reasonable efforts to avoid and overcome such cause. Such party will resume full performance of such obligations and responsibilities promptly upon removal of any such cause.

33) **Non-Waiver:** Failure of the County to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment of such term or condition, but same shall remain in full force and effect.

Acceptance by the County of any portion of the Work or the payment or any fees or reimbursements due hereunder with knowledge of a breach of any term or condition hereof, shall not be deemed a waiver of any such breach and no waiver by the County of any provision hereof shall be implied.

[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.

Educational Bus Transportation, Inc.

By: _____

Name: Timothy Ford

Title: V.P.

Date: 2-24-26

NASSAU COUNTY

By: _____

Name: _____

Title:

_____, County Executive

(or) ___, Chief Deputy County Executive

(or) ___, Deputy County Executive

Date: _____

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

On the 24th day of February in the year 2026 before me personally came Timothy Flood to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Orange; that he or she is the _____ of Vice President, 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.

Jane Nicholl
NOTARY PUBLIC

Jane Nicholl
Notary Public - State of New York
No. 01NI6439826
Qualified in Rockland County
My Commission Expires 08/29/2026

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 the _____ of _____, the 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
Scope of Services

Separate Document

EXHIBIT B
Schedule A – Monthly Zone Charges

	Current # Bues	ZONE 2 EBT
2 Hour Route	7	14,143.00
3 Hour Route	24	14,583.00
4 Hour Route	5	15,213.00
5 Hour Route	1	15,946.00
6 Hour Route	0	16,591.00

Prices: Shall remain firm for the first year of the contract and no upward escalation will be permitted. The prices for years 2--3 shall be adjusted annually on September 1st of each year by multiplying the initial charge in each category by a fraction, the numerator of which shall be the U.S. Bureau of Labor Statistics consumer price index for all urban customers (C.P.I.U.) for the NY metropolitan area for May of such year and the denominator of which shall be the index for the annual increase or decrease amount may be lower than the stipulated amount upon mutual agreement.

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.

Definitions:

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.

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 **"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, blueprints 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.

Rule:

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:

i) 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.

ii) 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.

iii) 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.

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 D. Corr (Name)
   56 W. Church St., Spring Valley, NY 10977 (Address)
   845-356-2200 (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) __XX__ (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) __XX__ (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
24th day of February, 2026.

Notary Public

Jane Nicholl
Notary Public - State of New York
No. 01NI6436826
Qualified in Rockland County
My Commission Expires 08/29/2026

Non-Disclosure Agreement (NDA)

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is made effective upon the date last executed by all the parties to this Agreement by and between the County of Nassau acting by and through its Department of Health ("Disclosing Party" or "County") and **Educational Bus Transportation, Inc.** ("Recipient" or "Contractor"), including each of their subsidiaries, successors and assigns.

WHEREAS, County and Contractor have entered into a Nassau County contract to safely and reliably transport preschool children to and from their educational programs ("Agreement"); and

WHEREAS, County require that the Contractor assigned to work on County projects acknowledges the obligations of confidentiality and non-disclosure applicable to the Contractor pursuant to the Agreement.

NOW, THEREFORE, the Contractor acknowledges the following:

Term.

The confidentiality obligations set forth herein shall survive (i) termination of the Agreement.

Confidential Information.

(a) The Contractor acknowledges and understand that all records, reports, information, and data as further identified below ("Information") acquired in connection with performance or administration of the Agreement shall be used and disclosed solely for the purpose of performance and administration of the Contract or as required by Law.

(b) The Contractor acknowledges and understand that in connection with performance under Agreement Contractor may have access to and/or be in possession of confidential information of County ("Confidential Information"). Confidential Information shall mean all information both tangible and intangible information and materials belonging to the County or in the County's possession that are of a confidential or proprietary nature, whether or not marked or identified as such, and are disclosed or made accessible to the Contractor, including, but not limited to:

(i) trade secrets, processes, business, financial information and technical information and data, disclosed orally, visually, in writing, electronic media or by any other means;

(ii) all non-public information concerning the programs, processes, statistics, research, development, strategic plans, or the like with respect to the operations and activities of the County;

(ii) all information concerning the County's computer systems and technology, including, but not limited to, information concerning current and future hardware, software, configurations, operations, networks, computing facilities and locations, processes, research, projects, designs, and specifications;

(iv) all non-public information concerning current and/or former County employees, contractors and/or vendors, and members of the public;

(v) all information that the County receives from third parties if the County is subject to a duty to keep such information confidential;

(vi) all original and copied notes, memoranda, or other records and documentation of the Contractor to the extent relating to, derived from, and/or incorporating any County Confidential Information;

(viii) all information marked or identified as "confidential" or "proprietary" in written or electronic form when disclosed and/or made accessible to the Contractor or its designee.

Non-Disclosure

(a) The Contractor shall maintain all County Confidential Information in strict confidence and cause Contractor employees, agents, and subcontractors to maintain County Confidential Information in strict confidence. The Contractor acknowledges and understand that Contractor is obligated to hold in confidence, in the same manner as Contractor holds Contractor's own confidential information of like kind, all Confidential Information to which Contractor may have access under the Agreement; provided that in no event shall the Contractor exercise less than reasonable care to protect the Confidential Information. If necessary to provide services under the Agreement, Contractor may disclose Confidential Information received under this Agreement to employees, subcontractors or agents with a need to know, provided that any Contractor employee, subcontractor or agent is bound to protect such Confidential Information from unauthorized use and disclosure under the terms of a written agreement that is at least as stringent as those of the Contractor's obligations under the Agreement. Confidential Information shall not otherwise be disclosed to any third party without the prior written consent of the County.

(b)The Contractor acknowledges and understand that Contractor shall not use the Confidential Information for Contractor's own benefit or for the benefit of any third party, except as expressly permitted or directed by authorized County management.

(c) Except as specifically agreed in writing by the County or agency head, the Contractor shall not disclose any County Confidential Information to any entity outside the United States, or store or transmit any County Confidential Information outside the United States, other than County Confidential Information that is in electronic form and is transmitted or stored on a momentary basis as may be inherent in electronic transmission between locations within the United States.

Compliance with Laws

The Contractor shall comply with all applicable Federal, State and local Laws governing the confidentiality and privacy of Information. As used in this Non-Disclosure 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. In the event of any inconsistency or conflict between the provisions of this NDA and the provisions of applicable Laws governing the confidentiality and privacy of Information (e.g. personal information of County employees), the provisions of applicable Laws shall take precedence.

Exclusions

Excluding that information required by law to be protected, the foregoing shall not prohibit or limit Contractor's use of information (including but not limited to ideas, concepts, know-how, techniques and methodologies) (i) previously known to it, (ii) independently developed by it, (iii) acquired by it from a third party without continuing restriction on use, or (iv) which is, or becomes, publicly available through no breach by it of the Agreement.

Reporting
Contractor shall notify the County of any request for Information or access to Information that is unrelated to the performance or administration of the Agreement.

Ownership
All Information, except the Contractor's proprietary information, to which the Contractor has access is at all times the sole property of the County. The Contractor shall not have any right, title or interest to such material and shall not sell, transfer or otherwise make available to third parties except as provided in this NDA or the Agreement. All reports, notes, memoranda, notebooks, drawings and any other Information developed, received, compiled or delivered to the Contractor, regardless of the source of Information, shall be maintained only for the time necessary to provide services under the Agreement and shall be returned to the County at the termination of the Agreement or destroyed at the direction of the County. Destruction shall be deemed to include the purging of all Information from all equipment and media storage created or used in performance of the Agreement.

Performance
(a) Except to the extent necessary to provide services under the Agreement and with the consent of the County, the Contractor shall attach or load any additional hardware or software to County equipment. The Contractor shall use only those access rights and shall access only Information authorized by the County.

(b) The Contractor acknowledges and understand that Contractor shall comply with County's published computer and information security policies and practices which are made available to Contractor.

Assignment.
The Contractor shall not assign or subcontract its obligations under this NDA.

Breach.
The Contractor acknowledges that breach of this NDA shall give rise to irreparable injury that may not adequately be compensable in damages or at law. Accordingly, the Contractor agrees that injunctive relief may be an appropriate remedy in addition to any other remedies that may lie in equity or at law. Additionally, the Contractor shall indemnify and hold harmless the County and its officers, agents and employees from all suits, actions, damages and costs of every name and description arising out of the acts or omissions of the Contractor and/or Contractor's employees, agents or subcontractors in violation of the terms and conditions of this NDA.

IN WITNESS WHEREOF, the parties have executed this Non-Disclosure Agreement as of the date set forth below.

CONTRACTOR: **Educational Bus Transportation, Inc.**

By: _____
Name: _____
Title: _____
Date: _____

COUNTY OF NASSAU

By: _____
Name: _____
Title: _____
Date: _____

Confidentiality Agreement

I Timothy Flood (insert name), am a (please circle one) subcontractor / agent / employee / director / officer / other _____ of the Contractor **Educational Bus Transportation, Inc.** (the "Contractor"). I understand that I will be performing services in furtherance of an agreement between the Contractor and Nassau County (the "County") related to the contracted services (the "Agreement"). I understand, acknowledge, and agree that all records, information, and data ("Information") acquired in connection with performance or administration of the Agreement shall be used and disclosed solely for the purpose of performance and administration of the Agreement or as required by law. I agree to reasonably safeguard any Information as to prevent disclosure to any unauthorized person. I understand and agree that the terms of this Confidentiality Agreement shall continue after I am no longer performing services related to the Agreement, and I shall continue to abide by such terms of this Confidentiality Agreement in perpetuity. I understand that failure to comply with these requirements may result in disciplinary action, termination, civil liability, and/or criminal prosecution, as well as any other penalties provided by law. This Confidentiality Agreement shall be governed and construed in accordance with the Laws of New York State.

(Individual's Signature)

Timothy Flood
(Individual's Printed Name)

Educational Bus Transportation, Inc.
(Entity for which Individual is an employee or agent)

2-24-26
(Date)

EXHIBIT A – SCOPE OF SERVICES
DETAILED REQUISITES/SPECIFICATION

SCOPE:

IT IS THE INTENT OF THE COUNTY OF NASSAU TO PROPERLY DESCRIBE BY THESE SPECIFICATIONS, TERMS AND CONDITIONS FOR AN ADEQUATE METHOD OF PROVIDING FOR TRANSPORTATION OF STUDENTS REQUIRING SPECIALIZED TRANSPORTATION TO AND FROM APPROXIMATELY 33 SCHOOLS ON A DAILY BASIS. (THERE ARE APPROXIMATELY 1400 STUDENTS FOR THE AGENCY OR AGENCIES NAMED HEREIN IN ORDER THAT THEY MAY ENJOY UNINTERRUPTED SERVICE IN CONSIDERATION FOR PAYMENT OF THE PRICES BID).

TERM:

THE TERM FOR THIS CONTRACT IS THREE YEARS STARTING 8/1/2026 THROUGH 7/31/2029 WITH THE POSSIBILITY OF ONE, TWO YEAR EXTENSION. ALL EXTENSIONS ARE SUBJECT UPON THE MUTUAL CONSENT OF BOTH PARTIES

DEFINITIONS:

1. THE TERM "DEPARTMENT" AS USED HEREIN SHALL BE DEEMED AS THE DIVISION, BUREAU, OFFICE, AGENCY OF OTHER COUNTY ESTABLISHMENTS AUTHORIZED TO RECEIVE THE SERVICE SPECIFIED HEREIN AND WHO ARE IDENTIFIED BY NAME.

2. TRANSPORTATION MANAGEMENT COMPANY (TMC) IS DEFINED AS THE PROVIDER DESIGNATED BY THE DEPARTMENT TO COORDINATE, OVERSEE AND MONITOR SERVICES ON ITS BEHALF.

3. ZONE AS USED HEREIN IS A TRANSPORTATION SERVICE AREA DEFINED BY THE LOCATION OF A GROUP OF PRIMARY DESTINATION FACILITIES; ZONES ARE NOT DELINEATED BY GEOGRAPHIC BOUNDARIES.

4. DESTINATION FACILITY MEANS THE SCHOOL, AGENCY, OFFICE, LIBRARY OR ANY OTHER LOCATION AT WHICH A CHILD RECEIVES SERVICE(S) UNDER THE EARLY INTERVENTION OR PRESCHOOL PROGRAMS AND TO WHICH A DISABLED CHILD, AND IN SOME INSTANCES A CHILD'S PARENT(S), GUARDIAN(S), NURSE, SIBLINGS(S), OR OTHER AUTHORIZED PERSON MUST BE TRANSPORTED.

5. ROUTE TIME IS DEFINED TO BE THE PERIOD FROM THE TIME THE FIRST CHILD IS PICKED UP FOR THE FIRST SESSION TO THE LAST DESTINATION FACILITY SERVICED BY THE ROUTE. FOR DISMISSAL, ROUTE TIME IS TO BE CALCULATED FROM THE TIME THE BUS LEAVES THE DESTINATION FACILITY TO THE DROP-OFF OF THE LAST CHILD. ROUTES MAY BE STRUCTURED TO REQUIRE THE PICK-UP AND DROP-OFF OF STUDENTS AT MORE THAN ONE DESTINATION FACILITY. ACTUAL TIME VARIANCES FROM SCHEDULED TIME WHICH MAY OCCUR DUE TO TRAFFIC, WEATHER, STUDENT LOADING /UNLOADING AND OTHER CONDITIONS ARE NOT INCLUDED IN ROUTE TIME AND ARE NOT REIMBURSABLE.

6. ONE HOUR ROUTE IS DEFINED AS ONE BUS SCHEDULED TO OPERATE UP TO ONE HOUR OF ROUTE TIME PER DAY.

7. THE TWO HOUR ROUTE IS DEFINED AS ONE BUS SCHEDULED TO OPERATE UP TO TWO HOURS OF ROUTE TIME PER DAY.

8. THE THREE-HOUR ROUTE IS DEFINED AS ONE BUS SCHEDULED TO OPERATE MORE THAN TWO HOURS, BUT NOT EXCEEDING THREE HOURS OF ROUTE TIME PER DAY.

9. THE FOUR HOUR ROUTE IS DEFINED AS ONE BUS SCHEDULED TO OPERATE MORE THAN THREE HOURS, BUT NOT EXCEEDING FOUR HOURS OF ROUTE TIME PER DAY.

10. THE FIVE HOUR ROUTE IS DEFINED AS ONE BUS SCHEDULED TO OPERATE MORE THAN FOUR HOURS, BUT NOT EXCEEDING FIVE HOURS OF ROUTE TIME PER DAY.

11. THE SIX HOUR ROUTE IS DEFINED AS ONE BUS SCHEDULED TO OPERATE MORE THAN FIVE HOURS, BUT NOT EXCEEDING SIX HOURS OF ROUTE TIME PER DAY.

12. THE SEVEN HOUR ROUTE IS DEFINED AS ONE BUS SCHEDULED TO OPERATE MORE THAN SIX HOURS, BUT NOT EXCEEDING SEVEN HOURS OF ROUTE TIME PER DAY.

13. BUS, VAN, OR VEHICLE IS DEFINED AS EQUIPMENT MEETING THE SPECIFICATIONS NOTED IN THIS REQUEST FOR BID/CONTRACT TO BE USED IN TRANSPORTING AUTHORIZED CHILDREN.

14. CHILD, STUDENT IS DEFINED AS ANY CHILD AUTHORIZED BY THE COUNTY TO RECEIVE SERVICES.

15. MONITOR/AIDE MEANS A PERSON ASSIGNED TO A VEHICLE USED FOR SERVICES TO ASSIST A CHILD AND/OR DRIVER AND SHALL INCLUDE A REGULARLY SCHEDULED MONITOR OR SUBSTITUTE MONITOR.

PRICES:

SHALL REMAIN FIRM FOR THE FIRST YEAR OF THE CONTRACT AND NO UPWARD ESCALATION WILL BE PERMITTED. THE PRICES FOR YEARS 2-3 SHALL BE ADJUSTED ANNUALLY ON SEPTEMBER 1ST OF EACH YEAR BY MULTIPLYING THE INITIAL CHARGE IN EACH CATEGORY BY A FRACTION, THE NUMERATOR OF WHICH SHALL BE THE U.S. BUREAU OF LABOR STATISTICS CONSUMER PRICE INDEX FOR ALL URBAN CUSTOMERS (C.P.I.U.) FOR THE NY METROPOLITAN AREA FOR MAY OF SUCH YEAR AND THE DENOMINATOR OF WHICH SHALL BE THE INDEX FOR THE ANNUAL INCREASE OR DECREASE AMOUNT MAY BE LOWER THAN THE STIPULATED AMOUNT UPON MUTUAL AGREEMENT.

INSURANCE:

A. THE CONTRACTOR AGREES TO OBTAIN ALL INSURANCE REQUIRED UNDER THIS AGREEMENT AND TO OBTAIN APPROVAL OF SUCH INSURANCE FROM NASSAU COUNTY PRIOR TO COMMENCEMENT OF WORK UNDER THIS CONTRACT. THE CONTRACTOR SHALL NOT ALLOW ANY SUBCONTRACTOR TO COMMENCE WORK ON HIS SUBCONTRACT UNTIL ALL SIMILAR INSURANCE HAS BEEN OBTAINED BY THE SUBCONTRACTOR AND APPROVED BY NASSAU COUNTY.

B. INSURANCE COVERAGE SHALL BE PROVIDED BY AN INSURANCE COMPANY LICENSED AS AN "ADMITTED CARRIER" BY THE NEW YORK STATE INSURANCE DEPARTMENT.

C. INSURANCE COVERAGE SHALL BE EVIDENCED BY A CERTIFICATE OF INSURANCE SUBMITTED IN A FORM ACCEPTABLE TO NASSAU COUNTY "ACCORD" OR OTHER BLANK CERTIFICATES ARE NOT ACCEPTABLE UNLESS ACCOMPANIED BY A LETTER OF TRANSMITTAL FROM THE COMPANY PROVIDING COVERAGE.

SCHOOL CALENDARS:

SCHOOL YEAR

A. THE CONTRACTOR AGREES TO CONFORM TO THE SEVERAL SCHOOL CALENDARS AND DAILY AND HOURLY TIME SCHEDULES OF THE VARIOUS SCHOOLS INVOLVED. THIS CONTRACT CALLS FOR NO LESS THAN 180 DAYS OF OPERATION DURING THE TEN MONTH SCHOOL PROGRAM AND NO LESS THAN 30 DAYS OF OPERATION FOR THE SUMMER PROGRAM. CALENDARS SHALL BE FURNISHED PRIOR TO EACH SCHOOL OPENING.

B. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN THE SCHOOL CALENDARS OF ALL SCHOOLS COVERED BY THIS CONTRACT FROM THE TRANSPORTATION MANAGEMENT COMPANY (TMC), AND FURTHER TO ADHERE TO THESE CALENDARS AT ALL TIMES UNLESS NOTIFIED BY THE TMC. THIS SHALL INCLUDE ANY SPECIAL SCHEDULES FOR SHORTENED SESSION FOR ALL SCHOOLS COVERED BY THIS CONTRACT.

C. THE COUNTY OF NASSAU RESERVES THE RIGHT TO CHANGE THE SCHOOL HOURS OF ANY OR ALL GRADES, OR OF ANY OR ALL SCHOOLS AT ANY TIME PRIOR TO THE ISSUANCE OF THE CONTRACT AND AT ANY TIME THEREAFTER. THE COUNTY OF NASSAU RESERVES THE RIGHT TO ADD DESTINATION SCHOOLS AND TO CHANGE DESTINATION SCHOOLS, SCHOOL CALENDARS, STUDENT POPULATION, AND TIME SCHEDULES AS THE NEED MAY ARISE.

D. THE COUNTY OF NASSAU AND/OR THE TMC MAY PROVIDE THE CONTRACTOR WITH SCHEDULES AND ROUTES FOR THE TRANSPORTATION SERVICE. IT IS ANTICIPATED THAT THE CONTRACTOR WILL GENERALLY PREPARE SCHEDULES AND ROUTES AND SUBMIT SAME FOR REVIEW AND APPROVAL BY THE TMC NO LATER THAN AUGUST 15TH FOR THE FALL SCHOOL PROGRAM AND NO LATER THAN JUNE 15TH FOR THE SUMMER PROGRAM.

SAFETY REGULATIONS:

THE CONTRACTOR SHALL COMPLY WITH ALL NEW YORK STATE, COUNTY AND TOWN RULES AND REGULATIONS. THE CONTRACTOR MUST SECURE THE NECESSARY PERMITS TO RIDE ON THE PARKWAYS. THE CONTRACTOR SHALL COMPLY WITH ALL RULES AND REGULATIONS REGARDING DRIVER, MONITORS, SAFETY DEVICES AND TRAINING OF THE NEW YORK STATE EDUCATION DEPARTMENT AND THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION. THE CONTRACTOR'S ATTENTION IS ESPECIALLY DIRECTED TO THE SAFETY LOAD REQUIREMENTS OF THE APPROPRIATE AGENCIES OF THE STATE OF NEW YORK. THE LEGAL CARRYING CAPACITY OF THE BUS SHALL NEVER BE EXCEEDED. THE CONTRACTOR SHALL COMPY WITH ANY ADDITIONAL RULES AND REGULATIONS BY THE NYSDOH AND OR CDC THAT MAY BE ENACTED DURING A PUBLIC HEALTH EMERGENCY.

GENERAL SAFETY:

THE SUCCESSFUL CONTRACTOR SHALL SATISFY THE COUNTY OF NASSAU THAT THE STUDENTS SHALL BE CONVEYED SAFELY. THE DUTIES AND OBLIGATIONS IN RELATION THERETO PURSUANT TO THIS CONTRACT SHALL BE PERFORMED FAITHFULLY BY THE SAID CONTRACTOR WHO SHALL, AT ALL TIMES, EXERCISE PROPER SUPERVISION OVER ALL BUS DRIVERS. DEFENSIVE DRIVING SHALL BE TAUGHT TO AND PRACTICED BY ALL DRIVERS OF BUSES UTILIZED TO PROVIDE SERVICE UNDER THIS CONTRACT. THE CONTRACTOR SHALL ALSO IMPRESS UPON THE DRIVERS THAT THEY SHALL COOPERATE WITH THE TMC, THE SCHOOL AUTHORITIES, PUBLIC OFFICIALS AND PARENTS WHO ALSO HAVE RESPONSIBILITY FOR SAFELY TRANSPORTING THE CHILDREN.

SAFETY PRACTICES:

EACH BUS DRIVER MUST OBSERVE THE FOLLOWING RULES OF SAFETY. ANY DRIVER NOT COMPLYING WITH THESE RULES AND OTHER LEGAL MANDATES IS SUBJECT TO DISMISSAL BY THE CONTRACTOR, UPON REQUEST FOR SUCH DISMISSAL BY THE COUNTY OF NASSAU AND/OR THE TMC.

A. **SCHOOL BUS PASSING LAW:** THE DRIVER SHALL NOT RELY ON ANY MOTORIST TO OBSERVE THE SCHOOL BUS PASSING LAW BUT MUST BE SO CAUTIOUS THAT THE CHILDREN ARE SAFE EVEN IF A MOTORIST VIOLATES THE LAW. IT IS THE DUTY OF EACH DRIVER TO REPORT VIOLATION OF THE SCHOOL BUS PASSING LAW.

B. **CHILDREN LEAVING THE BUS:** NO CHILD IS PERMITTED TO DISEMBARK FROM THE BUS UNLESS ESCORTED BY A PARENT OR AUTHORIZED ADULT.

C. IT IS THE DRIVERS RESPONSIBILITY TO BE CERTAIN THAT ALL CHILDREN HAVE LEFT THE BUS AT THE END OF EACH RUN (AT DESTINTATION FACILITY OR HOME). CHECK ALL AREAS OF THE VEHICLE FOR SLEEPING CHILDREN.

D. BUSSES ARE PROHIBITED FROM GOING DOWN DEAD-END STREETS, LOOP STREETS, AND CUL-DE-SACS

DRIVERS:

A. EACH REGULAR OR SUBSTITUTE BUS DRIVER MUST BE NO LESS THAN 21 YEARS OF AGE AND MUST BE IN COMPLIANCE WITH ALL RULES, REGULATIONS AND SECTION OF ARTICLE 19A. IN ADDITION, ALL REGULAR AND SUBSTITUTE DRIVERS MUST BE IN COMPLIANCE WITH AND HAVE A COMMERCIAL DRIVERS LICENSE (CDL) WITH A PASSENGER ENDORSEMENT ("P" ENDORSEMENT). ALL DRIVERS CURRENTLY EMPLOYED BY THE CONTRACTOR MUST HAVE SUCCESSFULLY COMPLETED AN APPROVED 20-HOUR STATE EDUCATION COURSE. ALL DRIVERS HIRED AFTER THE START OF THE CONTRACT MUST BE ENROLLED IN AN APPROVED 20-HOUR STATE ED COURSE WITHIN THE FIRST 20 DAYS OF EMPLOYMENT WITH COMPLETION IN 6 MONTHS.

B. EACH REGULAR OR SUBSTITUTE BUS DRIVER SHALL BE EXAMINED BY A PHYSICIAN PRIOR TO THE BEGININNG OF SERVICE. AN EXAMINATION TO DETERMINE THE PHYSICAL CONDITION OF EACH DRIVER SHALL BE REPORTED BY THE PHYSICIAN ON A FORM PRESCRIBED BY THE COMMISSIONER OF EDUCATION WHICH COMPLIES WITH THE REQUIREMENTS OF ARTICLE 19A OF THE VEHICLE AND TRAFFIC LAW AND SECTION 156.3 OF THE REGULATIONS OF THE COMMISSIONER OF EDUCATION. SUCH PHYSCIAL EXAMINATION SHALL BE CONDUCTED WITHIN FOUR WEEKS PRIOR TO THE BEGININNG OF SERVICE IN EACH SCHOOL YEAR. CONTRACTORS ARE REQUIRED TO PROVIDE A COPY OF SEC. 6.11 & 6.12 OF ARTICLE 19A TO ALL PHYSICIANS USED FOR DRIVERS' PHYSICALS.

C. EACH REGULAR OR SUBSTITUTE BUS DRIVER MUST SUBMIT AN APPLICATION FOR A POSITION ON A FORM PRESCRIBED BY THE COMMISSIONER OF EDUCATION WHICH COMPLIES WITH THE REQUIREMENTS OF ARTICLE 19A OF THE VEHICLE AND TRAFFIC LAW AND SECTION 156.3 OF THE REGULATIONS OF THE COMMISSIONER OF EDUCATION. THE APPLICATION MUST BE SUBMITTED ANNUALLY TO THE DEPARTMENT/TMC FOR APPROVAL. NO REGULAR OR SUBSTITUTE DRIVER IS TO BE ASSIGNED TO PERFORM ANY PART OF THIS CONTACT PRIOR TO SUCH APPROVAL BY THE DEPARTMENT/TMC.

D. EACH REGULAR OR SUBSTITUTE BUS DRIVER MUST SUBMIT AN ANNUAL REPORT OF HIS DRIVING RECORD FOR REVIEW AND APPROVAL BY THE DEPARTMENT/TMC ON A FORM PRESCRIBED BY THE COMMISSIONER OF EDUCATION WHICH COMPLIES WITH THE REQUIREMENTS OF ARTICLE 19A OF THE VEHICLE AND TRAFFIC LAW AND SECTION 156.3 OF THE REGULATIONS OF THE COMMISSIONER OF EDUCATION.

E. THE CONTRACTOR MUST PROPERLY INVESTIGATE THE ABILITY AND CHARACTER OF ALL BUS DRIVERS (REGULAR AND SUBSTITUTE) AND MUST CERTIFY THEM TO THE DEPARTMENT/TMC. THE INVESTIGATION MUST INCLUDE A CRIMINAL BACKGROUND CHECK AND FINGERPRINTING OF ALL DRIVERS AND MONITORS TO BE UTILIZED IN COMPLIANCE WITH LOCAL LAW 6-1995. THE CONTRACTOR MUST SUBMIT TO THE TMC A COMPLETE LIST OF ALL ACCIDENTS DURING THE PAST THREE YEARS FOR ANY BUS DRIVER TO BE ASSIGNED TO THIS CONTRACT PRIOR TO THE START OF SERVICE IN SEPTEMBER, FOR THE SCHOOL YEAR. SUCH LISTS ARE TO BE PREPARED BY AND ON THE STATIONARY

OF THE CONTRACTOR'S INSURANCE CARRIER.

F. DRIVING ABSTRACTS MUST BE PROVIDED TO THE TMC BY THE CONTRACTOR, ON EACH DRIVER EMPLOYED BY THE CONTRACTOR FOR HANDICAPPED STUDENT TRANSPORTATION, ON OFFICIAL STATIONERY OF THE MOTOR VEHICLE BUREAU PRIOR TO THE START OF EMPLOYMENT.

G. DRIVERS SHALL OTHERWISE COMPLY WITH ALL REQUIREMENTS OF ARTICLE 19A AND THE REGULATIONS OF THE COMMISSIONER OF EDUCATION IN ADDITION TO ALL OTHER REGULATIONS OR STATUTES TO WHICH SUCH DRIVER MUST BE SUBJECT. THE COUNTY AND/OR THE TMC RESERVES THE RIGHT TO REJECT OR REQUIRE REPLACEMENT OF DRIVERS WITHOUT BEING LIMITED TO CONSIDERATIONS OF HEALTH AND DRIVING RECORD.

H. THE CONTRACTOR SHALL MAINTAIN REASONABLE PRECAUTIONS TO SEE THAT HE IS INFORMED AS TO THE ON OR OFF-THE-JOB INVOLVEMENT'S OF EMPLOYEES. SHOULD IT THEREBY COME TO THE ATTENTION OF THE CONTRACTOR THAT ANY EMPLOYEE HAS BEEN, OR IS REPUTED TO HAVE BEEN, INVOLVED IN ANY CRIME OR ACT WHICH MIGHT RAISE ANY DOUBTS AS TO HIS FITNESS FOR WORK WITH CHILDREN, IT SHALL BE THE DUTY OF THE CONTRACTOR TO IMMEDIATELY INVESTIGATE SUCH ACT(S) OR ALLEGATION(S). OF PARTICULAR IMPORTANCE WOULD BE MORAL CRIMES OR AUTOMOBILE ACCIDENTS.

I. THE CONTRACTOR SHALL REGISTER WITH THE NYS DMV'S BUS DRIVER UNIT (BDU) AS A CONTRACT HOLDER. THE CONTRACTOR SHALL REGISTER ITS COUNTY CONTRACT WITH THE NYSDOH BUREAU OF EI AND CLEAR ALL DRIVERS AND MONITORS THROUGH THE NEW YORK STATE CENTRAL REGISTRY. THE CONTRACTOR MUST RECEIVE A SATISFACTORY RESPONSE BEFORE ANY ROUTES BEGIN. DRIVERS AND MONOTORS SHALL BE CLEARED ANNUALLY THEREAFTER.

J. IT SHALL BE THE DUTY OF A MONITOR TO ASSIST THE DRIVER IN THE SUPERVISION OF THE CHILDREN WHILE THE VEHICLE IS IN TRANSIT. FOR THIS PURPOSE, THE MONITOR SHALL SIT IN THE REAR OF EACH VEHICLE SO THAT STUDENTS ARE FULLY SUPERVISED.

K. BUS DRIVER SHALL BE REQUIRED TO REPORT TO THEIR SUPERVISORS ANY UNUSUAL INCIDENT OR ANY ACCIDENT WHILE TRANSPORTING STUDENTS TO OR FROM THE DESTINATION FACILITY ON THE DAY THEY OCCUR. THE CONTRACTOR SHALL BE REQUIRED TO SUBMIT A WRITTEN REPORT TO THE TMC ON A FORM PRESCRIBED BY THE COMMISSIONER OF EDUCATION WHICH COMPLIES WITH THE REQUIREMENTS OF ARTICLE 19A OF THE VEHICLE AND TRAFFIC LAW AND SECTION 156.3 OF THE REGULATIONS FOR THE COMMISSIONER OF EDUCATION OR A FORM MUTUALLY AGREED UPON BY THE TMC AND THE CONTRACTOR.

L. MEDICALS, DRIVER APPLICATIONS, RENEWAL FORMS, IF APPLICABLE, DRIVING RECORDS, CHARACTER REFERENCES, LIST OF ACCIDENTS, AND DRIVING ABSTRACTS MUST BE FILED WITH THE TMC TWO WEEKS PRIOR TO START OF TRANSPORTATION.
ALL REPLACEMENT AND SUBSTITUTE DRIVERS' REQUIRED PAPERS, AS OUTLINED ABOVE, MUST ALSO BE FILED WITH THE TMC PRIOR TO THEIR ASSIGNMENT TO ANY CONTRACTED VEHICLE FOR HANDICAPPED STUDENT TRANSPORTATION.

M. ALL RUNS SHALL HAVE A STEADY DRIVER, VEHICLE, AN APPROVED MONITOR AND A SUFFICIENT AMOUNT OF EXPERIENCED SUBSTITUTES TO COVER BOTH DRIVER AND MONITOR. ALL DRIVERS AND MONITORS SHALL BE INFORMED THAT IN CASE OF AN EMERGENCY AND RADIO CONTACT CANNOT BE MADE, THAT 911 IS TO BE CALLED.

N. THERE SHALL BE NO PRIVATE AGREEMENTS MADE BETWEEN DRIVERS AND PARENTS THAT MAY ALTER THE ASSIGNED ROUTE. ALL REQUESTS FOR ANY CHANGES SHALL BE MADE THROUGH THE SCHOOL, THE TMC AND THE CONTRACTOR.

O. IN CASES OF OPEN RUNS (NO DRIVER ASSIGNED OR THE DRIVER LEAVES THE EMPLOY OF THE CONTRACTOR), THE RUN SHALL BE COVERED BY AN EXPERIENCED SUBSTITUTE, WHO WILL REMAIN

ON RUN UNTIL SUCH TIME AS THE NEW DRIVER KNOWS THE RUN THOROUGHLY.

P. DRY RUNS MUST BE MADE FOR ALL SCHOOLS PRIOR TO OPENING SESSIONS IN SEPTEMBER AND JULY, ALSO WHENEVER A ROUTE CHANGES AFFECTING PICK-UP AND DROP-OFF SCHEDULES, PARENTS/GUARDIANS MUST BE NOTIFIED OF APPROXIMATE PICK-UP TIMES FOR THEIR CHILDREN. A LIST OF PARENT/GUARDIAN NOTIFICATION, WITH TIME, DATE AND SIGNATURE OF PERSON(S) NOTIFIED MUST BE SUBMITTED TO THE TMC FIVE BUSINESS DAYS PRIOR TO THE START OF THE SCHOOL YEAR. IN CASES WHERE DIRECT NOTIFICATION CANNOT BE MADE, TELEPHONE NOTIFICATION MUST BE MADE. THE TIME, DATE AND NAME OF THE PERSON (S) NOTIFIED WILL BE SUBMITTED AS ABOVE, SIGNED BY THE PERSON MAKING SAID NOTIFICATION.

Q. THE CONTRACTOR MUST CERTIFY THAT ALL DRIVERS ARE DRUG AND ALCOHOL FREE. DRUG AND ALCOHOL TESTING MUST BE ADMINISTERED TO ALL OPERATORS ON THE FOLLOWING BASIS: PRE-EMPLOYMENT, POST ACCIDENT, REASONABLE CAUSE AND RANDOM. THIS CERTIFICATION MUST BE SUBMITTED ON A FORM THAT IS MUTUALLY AGREED ON BY THE TMC AND THE CONTRACTOR.

R. BASELINE TUBERCULOSIS ASSESSMENT FOR PRE-EMPLOYMENT (BLOOD TEST) UNLESS PREVIOUSLY DOCUMENTED PREVIOUS POSITIVE TEST AND NEGATIVE CHEST X-RAY ON FILE. THEREAFTER, ANNUAL HEALTH SELF-ASSESSMENT THAT INCLUDES TB RISK ASSESSMENT AND SYMPTOM REVIEW SIGNED BY HEALTH CARE PROVIDER.

DUTIES AND CONDUCT OF DRIVERS

A. DRIVERS SHALL BE FAMILIAR WITH THE VEHICLE AND TRAFFIC LAW, REGULATIONS OF THE COMMISSIONER OF MOTOR VEHICLES AND REGULATIONS OF THE COMMISSIONER OF EDUCATION PERTAINING TO STUDENT TRANSPORTATION.

B. DRIVERS SHALL BE REQUIRED TO COOPERATE FULLY WITH THE DEPARTMENT/TMC IN ASSURING THAT STUDENTS SHALL COMPLY WITH DEPARTMENT/TMC STANDARDS OF BEHAVIOR AND SHALL REPORT DISCIPLINARY PROBLEMS PROMPTLY TO THE TMC MANAGEMENT OFFICE.

C. DRIVERS SHALL REPORT ALL ACCIDENTS, CHARGES OF MOTOR VEHICLE INFRACTIONS OR VIOLATIONS OR UNUSUAL SITUATIONS AND OR TRIP INTERRUPTIONS TO THE DEPARTMENT/TMC (ON APPROVED FORMS).

D. BUS DRIVERS SHALL WEAR A BUS UNIFORM WHICH MAY CONSIST OF A SHIRT, SWEATER OR JACKET.

E. BUS DRIVERS SHALL NOT SMOKE, EAT, DRINK ANY LIQUID, BE UNDER THE INFLUENCE OF A CONTROLLED SUBSTANCE OR MEDICATION, OR PERFORM ANY ACT, OR CONDUCT THEMSELVES IN ANY MANNER WHICH MAY IMPAIR THE SAFE OPERATION OF A VEHICLE WHILE SUCH VEHICLE IS TRANSPORTING STUDENTS.

F. ALL VEHICLES MUST BE SECURED IN A BUS YARD AT THE END OF EVERY ROUTE. NO BUSES ARE PERMITTED TO BE TAKEN HOME AT THE END OF THE DAY.

G. DRIVERS ARE REQUIRED TO BE IN THE BUS DURING THE LOADING AND UNLOADING OF PASSENGERS TO SUPERVISE SUCH LOADING AND UNLOADING. BUSES ARE NEVER TO BE LEFT UNATTENDED ON SCHOOL PROPERTY UNLESS THE IGNITION IS OFF, EMERGENCY BRAKE ON, BUS DOORS CLOSED AND IGNITION KEYS IN DRIVER'S POSSESSION AT ALL TIMES.

H. DRIVERS ARE REQUIRED TO CHECK ALL SEATS ON THE BUS EVERY TRIP, AFTER UNLOADING STUDENTS, TO ENSURE THAT CHILDREN OR ARTICLES HAVE NOT BEEN LEFT ON THE VEHICLE.

I. DRIVERS SHALL NOT DISEMBARK FROM THE SCHOOL BUS WHEN CHILDREN ARE INSIDE EXCEPT IN CASE OF EMERGENCY; AND IN SUCH CASE BEFORE LEAVING HIS/HER SEAT THE DRIVER SHALL STOP THE MOTOR, LEAVE THE TRANSMISSION IN PARK, SET THE AUXILIARY BRAKE AND REMOVE THE IGNITION KEY.

J. DRIVERS OR MONITORS ARE REQUIRED TO ASSIST CHILDREN WHILE EMBARKING AND DISEMBARKING FROM VEHICLE.

K. DRIVERS OR MONITORS ARE REQUIRED TO BUCKLE OR UNBUCKLE THE CHILDREN'S CAR SEATS AND/OR SEAT BELT.

L. DRIVERS SHALL ADMIT AND DISCHARGE ONLY AUTHORIZED PASSENGERS AND ONLY AT DESIGNATED BUS STOPS. THEY SHALL COOPERATE FULLY IN ALL STUDENT ACCOUNTING SYSTEMS ESTABLISHED BY THE DEPARTMENT/TMC. CHILDREN OF DRIVERS SHALL NOT BE PERMITTED TO RIDE BUSES UNLESS THEY ARE STUDENTS ASSIGNED TO THE PARTICULAR RUN.

M. DRIVERS AND/OR MONITORS WILL BE REQUIRED TO KEEP A SEATING CHART AND COMPLETE ACCURATE DAILY ATTENDANCE LOGS AS WELL AS TRANSPORTATION FORMS REGARDING MILEAGE, STUDENTS, TIMES BETWEEN STOPS AND ALL OTHER FORMS AT TIMES AS SHALL BE STIPULATED BY THE DEPARTMENT/TMC.

N. IF AT ANY TIME, THE CONTRACTOR USES A DRIVER, IN THE PERFORMANCE OF THIS CONTRACT, WHO HAS NOT BEEN APPROVED BY THE DEPARTMENT/TMC PRIOR TO THE START OF SERVICE, THE CONTRACTOR IS LIABLE IN THE SUM OF THREE HUNDRED DOLLARS ($300.00) FOR EACH RUN DRIVEN BY SAID DRIVER, IN ACCORDANCE WITH SECTION "LIQUIDATED DAMAGES".

O. A LEAD DRIVER OR LIASON SHALL BE APPOINTED BY THE CONTRACTOR AS THE POINT OF CONTACT FOR ALL COMMUNICATIONS WITH PROVIDER SCHOOLS FOR ALL SESSIONS.

DRIVER TRAINING

EACH BUS DRIVER EMPLOYED BY THE CONTRACTOR SHALL HAVE RECEIVED AT LEAST TWO HOURS OF INSTRUCTION ON SCHOOL BUS SAFETY PRACTICES, INCLUDING TRAINING AND SAFETY PRACTICES RELATED TO A PUBLIC HEALTH CONCERN (I.E. COVID). BEFORE TRANSPORTING STUDENTS, EACH DRIVER OF A VEHICLE TRANSPORTING HANDICAPPED STUDENTS EXCLUSIVELY WHO IS INITIALLY EMPLOYED SUBSEQUENT TO JANUARY 1, 1976, SHALL HAVE RECEIVED AN ADDITIONAL HOUR OF INSTRUCTION CONCERNING THE SPECIAL NEEDS OF A HANDICAPPED STUDENT. DURING THE FIRST YEAR OF EMPLOYMENT, EACH DRIVER SHALL COMPLETE A COURSE OF INSTRUCTION IN SCHOOL BUS SAFETY PRACTICES APPROVED BY THE DEPARTMENT, THAT SHALL INCLUDE TWO HOURS OF INSTRUCTION CONCERNING THE SPECIAL NEEDS OF A HANDICAPPED STUDENT WHICH MAY REQUIRE ALL DRIVERS AND MONITORS TO ATTEND TRAINING SEMINARS CONDUCTED BY EACH SCHOOL THEY SERVICE. ALL SCHOOL BUS DRIVERS SHALL RECEIVE A MINIMUM OF TWO HOURS OF REFRESHER INSTRUCTION IN SCHOOL BUS SAFETY AT LEAST TWO TIMES A YEAR, AT SESSIONS CONDUCTED PRIOR TO THE FIRST DAY OF SCHOOL AND PRIOR TO FEBRUARY 1ST OF EACH YEAR. REFRESHER COURSES FOR DRIVERS OF VEHICLES TRANSPORTING HANDICAPPED STUDENTS EXCLUSIVELY SHALL ALSO INCLUDE INSTRUCTION RELATING TO THE SPECIAL NEEDS OF A HANDICAPPED STUDENT. CONTRACTORS SHALL CONFORM TO ANY CHANGES MADE BY REGULATORY AGENCIES PERTAINING TO THE INSTRUCTION OF BUS DRIVERS, INCLUDING THE CDC AND NYSDOH.

DRIVERS/MONITORS/AIDES ASSIGNMENT

A. EACH SUCCESSFUL BIDDER SHALL SUBMIT TO THE TMC THE NAMES OF BUS DRIVERS/MONITORS/AIDES, AND THE ROUTE AND BUS NUMBER TO WHICH THEY HAVE BEEN ASSIGNED, PRIOR TO THE START OF SERVICE. THE TMC MUST MEET AND APPROVE EACH BUS DRIVER AND MONITOR.

B. MONITORS ARE REQUIRED ON EVERY ROUTE AND THE CONTRACTOR SHALL PROVIDE ALL MONITORS, ASSIGNED TO DEPARTMENT ROUTES, A TWO-HOUR SEMINAR WHICH WILL INCLUDE THE SUPERVISION OF HANDICAPPED CHILDREN. THIS SEMINAR MUST MEET THE APPROVAL OF THE DEPARTMENT/TMC AND INCLUDE TRAINING AND SAFETY PRACTICES RELATED TO A PUBLIC HEALTH CONCERN (I.E. COVID). THE MINIMUM AGE OF MONITORS SHALL BE 19 YEARS OLD.

C. ALL APPROVED MONITORS SHALL START THEIR ASSIGNED ROUTES WITH THE DRIVER AT THE YARD WHERE THE ROUTE ORIGINATES FROM.

D. IN THE EVENT THAT THE MONITOR/DRIVER TRAINING SEMINARS ARE INCREASED TO MORE THAN TWO HOURS, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT ALL MONITORS COMPLY WITH ADDITIONAL TRAINING. IN THE EVENT THAT SCHOOLS WITHIN THE PROGRAM HOLD DRIVER/MONITOR ORIENTATIONS, THE CONTRACTOR MUST COMPLY.

E. ALL DRIVERS/MONITORS/AIDES MUST BE FINGERPRINTED IN ACCORDANCE WITH LOCAL LAW 6-1995.

F. ALL DRIVERS/MONITORS/AIDES MUST BE GIVEN AN ANNUAL PHYSICAL UTILIZING THE SAME PROCEDURES AND FORMS REQUIRED FOR DRIVERS UNDER ARTICLE 19A.

G. BASELINE TUBERCULOSIS ASSESSMENT FOR PRE-EMPLOYMENT (BLOOD TEST) UNLESS PREVIOUSLY DOCUMENTED PREVIOUS POSITIVE TEST AND NEGATIVE CHEST X-RAY ON FILE. THEREAFTER, ANNUAL HEALTH SELF-ASSESSMENT THAT INCLUDES TB RISK ASSESSMENT AND SYMPTOM REVIEW SIGNED BY HEALTH CARE PROVIDER.

H. THE TMC MAY HAVE APPROXIMATELY TWO MEETING PER YEAR AND ALL DRIVERS/MONITORS/AIDES ARE REQUIRED TO ATTEND.

ROUTES

A. THE BUS ROUTES AND SCHEDULES, AS MAY BE DISCUSSED IN ANY PART OF THIS BID PROPOSAL OR IN ANY ITEMS INCORPORATED HEREIN, OR ATTACHED HERETO, ARE ONLY TENTATIVE AND THE TMC RESERVES THE RIGHT TO MAKE CHANGES, ADDITIONS, DELETIONS AT ANY TIME AS IT CONSIDERS IN THE BEST INTEREST OF THE STUDENTS SERVED BY THE COUNTY.

B. TRANSPORTATION OF PARENTS BY THE CONTRACTOR IS STRICTLY PROHIBITED, UNLESS SPECIFICALLY REQUESTED BY THE DEPARTMENT OF HEALTH.

C. THE CONTRACTOR WILL BE REQUIRED TO PREPARE DAILY BUS SCHEDULES, ROUTING DATA FORMS AND MONTHLY STUDENT ATTENDANCE REPORTS AS REQUIRED, IN ACCORDANCE WITH DIRECTIVES FROM THE TMC.

D. ADDITIONAL STUDENTS SHALL BE TRANSPORTED WITHIN 72 HOURS OF THE TIME THAT AUTHORIZATION HAS BEEN RECEIVED FROM THE TMC.

E. IN THE EVENT OF ROUTE CHANGES, THE CONTRACTOR WILL BE REQUIRED TO NOTIFY THE TMC, THE PARENTS AND SCHOOLS INVOLVED NO LESS THAN 24 HOURS PRIOR TO THE START OF SAID CHANGES, AND PROVIDE START DATE, PICK-UP TIME, ROUTE NO. AND BUS NO.

F. ROUTES SHOULD BE ESTABLISHED SO AS TO BE THE MOST EFFICIENT AND COST EFFECTIVE TO THE COUNTY WHILE STILL PROVIDING SAFE AND RELIABLE SERVICE.

G. ROUTES MAY BE STRUCTURED TO REQUIRE THE PICK-UP AND DROP-OFF OF STUDENTS AT MORE THAN ONE DESTINATION FACILITY.

H. CO-MINGLING OF STUDENTS FROM OTHER CONTRACTS IS PROHIBITED.

I. IN ADDITION, THE CONTRACTOR MUST PROVIDE AS REQUIRED BY THE TMC COMPUTER-GENERATED INFORMATION PERTAINING TO ALL CHILDREN AND ROUTES, INCLUDING STUDENT ALPHA LISTS BY NAME AND SCHOOL SHOWING NAME, ROUTE# (A.M. & P.M.) ADDRESS ETC. ROUTE LIST SHOWING NAME, P/U OR D/O LOCATIONS, DRIVER ASSIGNED ETC. AND ROUTE MAPS. THE FORMAT MUST BE APPROVED BY THE TMC. THE CONTRACTOR MUST INFORM THE TMC WHEN A CHILD IS NOT ON THE BUS FOR 5, 10, 15 AND 20 DAYS CONSECUTIVELY.

EQUIPMENT

EQUIPMENT USED FOR THIS CONTRACT MUST NOT BE MORE THAN SEVEN YEARS OLD DURING ANY SCHOOL YEAR. EXAMPLE; 2022/23 SCHOOL YEAR, 2015 VEHICLE, 2023/24 SCHOOL YEAR, 2016 VEHICLE ETC.

WHEN ORDERING EQUIPMENT FOR THIS CONTRACT THE EQUIPMENT VENDOR MUST CERTIFY IN WRITING THAT THE EQUIPMENT HAS BEEN ORDERED. IF THE ORDER IS CHANGED OR CANCELED THE VENDOR MUST NOTIFY THE TMC IMMEDIATELY.

THE CONTRACTOR SHALL PROVIDE TO THE TMC AS SOON AS POSSIBLE (BUT NOT LATER THAN AUGUST 1, 2026, A LIST OF THE VEHICLES TO BE USED TO FULFILL THE CONTRACT. THIS LIST SHALL BE REVISED, BY THE CONTRACTOR, DURING THE DURATION OF THE CONTRACT AS ROUTES ARE ADDED. SUCH LISTS SHALL INCLUDE MAKE, YEAR, AND APPROVED SEATING CAPACITY.

SHOULD THERE BE A NEED FOR INTERIM OR SUBSTITUTE EQUIPMENT AT ANY TIME DURING THE TERM OF THIS AGREEMENT, SUCH SUBSTITUTE EQUIPMENT MUST BE APPROVED BY THE TMC AND THE COUNTY PRIOR TO USE BY THE CONTRACTOR (VEHICLE SPECIFICATIONS).

VEHICLE SPECIFICATIONS

THE VANS AND WHEELCHAIR VANS USED IN THIS CONTRACT MUST BE MODEL YEAR 2019 OR NEWER, SEAT 12 ADULTS/16 CHILDREN (EXCEPT W/C VANS WHICH SHALL ACCOMMODATE 4 WHEELCHAIR AND A MINIMUM OF 4 AMBULATORY FORWARD FACING AND SHALL MEET OR EXCEED N.Y.S. DEPARTMENT OF TRANSPORTATION, FEDERAL, N.Y.S. EDUCATION COMMISSIONER, LOCAL AND COUNTY REQUIREMENTS.

ALL VEHICLES USED FOR THIS CONTRACT MUST HAVE A FRONT AND REAR AIR CONDITIONING SYSTEM OR A REAR AIR CONDITIONING SYSTEM WITH A/C DUCTS IN THE FRONT AND REAR OF THE VEHICLE FOR EQUAL DISTRIBUTION OF THE COLD AIR. THE SYSTEM USED MUST BE A TOTAL MINIMUM B.T.U.'S OF 38, 000 A/C SYSTEMS MUST BE FULLY OPERATIONAL FROM APRIL 1ST – NOVEMBER 1ST.

A. ALL VEHICLES TO BE USED AND ALL TRANSPORTATION OPERATIONS MUST COMPLY WITH THE REGULATIONS OF THE NEW YORK STATE DEPARTMENT OF EDUCATION, THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION, THE NEW YORK STATE DEPARTMENT OF MOTOR VEHICLES, AS WELL AS COMPLY WITH AND SATISFY ALL STATE OF NEW YORK AND LOCAL GOVERNMENTS THAT ARE DEEMED TO BE APPLICABLE TO THIS CONTRACT BY THE DEPARTMENT AND SHALL MEET ALL THE 1977 FEDERAL SAFETY STANDARDS AS REFLECTED IN TITLE 49 CODE OF FEDERAL REGULATIONS 571, AND SPECIFICALLY STANDARDS NO. 105,111, 217, 220, 221, 222A AND 301 AND IN LINE WITH GUIDANCE FROM THE CDC AND NYSDOH, MUST BE DISINFECTED AT A MININIMUM , AFTER EACH USE. SPARE VEHICLES AS

IDENTIFIED IN THE R.F.B. MUST ALSO COMPLY WITH THE ABOVE.

B. ALL BUSES MUST BE PAINTED NATIONAL SCHOOL BUS CHROME YELLOW.

C. ALL BUSES SHALL BE IDENTIFIED IN ACCORDANCE WITH EXISTING RULES, REGULATIONS AND LAWS OF THE STATE OF NEW YORK.

D. EVERY VEHICLE OPERATING UNDER THIS CONTRACT WILL CONFORM TO STATE DEPARTMENT OF TRANSPORTATION REGULATIONS AND CARRY AN APPROVED FIRST AID KIT INCLUDING BODY FLUID KIT AND GLOVES, FIRE EXTINGUISHER AND SEAT BELT CUTTER REGARDLESS OF VEHICLE CAPACITY.

E. VEHICLES USED TO FULFILL THIS CONTRACT SHALL HAVE ON THE RIGHT-SIDE PASSENGER WINDOW A SIGN CONTAINING THE ROUTE NUMBER OF THE BUS OR THE DESTINATION (HOME/SCHOOL) THAT THE BUS IS SERVING. SPECIFIC INSTRUCTIONS WILL BE GIVEN TO THE CONTRACTOR FOR EACH ROUTE BY THE TMC.

F. ALL VEHICLES (INCLUDING SPARES) MUST BE EQUIPPED WITH A FLAG SYSTEM OR ELECTRONIC NOTIFICATION SYSTEM THAT IDENTIFIES WHEN CHILDREN ARE ON BOARD AND WHEN THE BUS IS EMPTY. SUCH SYSTEM MUST BE APPROVED BY THE TMC PRIOR TO IMPLEMENTATION.

G. ALL VEHICLES MUST BE CLEAN INSIDE AND OUTSIDE. EXTERIORS MUST BE WASHED AT LEAST ONCE A WEEK AND INTERIORS SWEPT DAILY.

GPS ENABLED VEHICLE SYSTEM RECOMMENDED

A. ALL VEHICLES MUST BE EQUIPPED WITH A GPS (GLOBAL POSITIONING SYSTEM) ENABLED VEHICLE TRACKING SYSTEM. THIS SYSTEM SHOULD PROVIDE ACCURATE, HISTORICAL, REAL TIME VEHICLE LOCATION AND ROUTE DATA. THIS SYSTEM SHOULD HAVE THE ABILITY TO GENERATE REPORTS AS REQUESTED BY THE COUNTY OR THE TMC.

B. THE CONTRACTOR IS REQUIRED TO GIVE THE TMC FULL AND TOTAL REMOTE AUTHORIZED ACCESS TO THE GLOBAL POSITIONING SYSTEM FOR THE PURPOSE OF MONITORING VEHICLE MOVEMENTS IN REAL TIME. ACCESS TO THE GPS SYSTEM SHALL BE MAINTAINED BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE WITH NO ADDITIONAL COST TO THE COUNTY OR THE TMC.

VIDEO CAMERA SYSTEM

ALL VEHICLES MUST BE EQUIPPED WITH A VIDEO IMAGING SYSTEM AND WORKING AUDIO SYSTEM. THE SYSTEM WILL BE PLACED IN A POSITION THAT WILL RECORD IMAGES AND SOUND OF ALL ACTIVITY IN THE INTERIOR OF THE BUS CABIN AS WELL AS VIEWING THE ROADWAY AHEAD OF THE BUS (FORWARD FACING), WHEN THE BUS IS IN SERVICE. ALL RECORDINGS WILL BE STORED FOR 6 MONTHS AND KEPT AVAILABLE FOR VIEWING AND LISTENING AT THE REQUEST OF THE COUNTY OR THE TMC. THE VIDEO AND AUDIO RECORDING SYSTEM WILL BE MAINTAINED BY THE CONRTACTOR AT THE CONTRACTOR'S EXPENSE WITH NO ADDITIONAL COST TO THE COUNTY. IF A VIDEO IS REQUESTED, IT MUST BE SENT WITHIN 24 HOURS.

SPARE VEHICLES

A. ALL SPARE VEHICLES TO BE USED IN THE PERFORMANCE OF THE CONTRACT SHALL MEET THE VEHICLE SPECS AND REQUIREMENTS SET FORTH IN THIS BID.

B. SPARE VEHICLES IN THE AMOUNT OF 10% OF FLEET TOTAL SHALL BE PROVIDED TO ENSURE 100 PERCENT COVERAGE AT ALL TIMES, AND RESPONSE TIME OF NO MORE THAN 30 MINUTES IN THE EVENT OF BREAKDOWNS. THESE SPARE VEHICLES MUST BE THE SAME NEW MODEL YEAR AS THE DAILY FLEET.

VEHICLE BREAKDOWN AND ACCIDENTS

1. IN THE CASE OF A VEHICLE BREAKDOWN ON THE WAY TO THE DESTINATION FACILITY, THE DRIVER SHALL NOTIFY THE CONTRACTOR WHO, IN TURN, SHALL NOTIFY THE TMC IMMEDIATELY AND ALL PARENTS OF CHILDREN ON THAT ROUTE. IF THE BREAKDOWN OCCURS AFTER SCHOOL CLOSING TIME, THE CONTRACTOR IS TO NOTIFY THE TMC BY TELEPHONE OF THE DELAY AND ALL PARENTS OF CHILDREN REMAINING ON THE VEHICLE.

2. THE CONTRACTOR MAY NOT UNILATERALLY EXCLUDE A STUDENT FROM TRANSPORTATION.

3. EXCEPT IN AN EMERGENCY, OR WHEN SCHEDULED BY THE DEPARTMENT OR TMC, NO STUDENT WILL BE REQUIRED TO TRANSFER FROM ONE VEHICLE TO ANOTHER ON THE TRIP EITHER TO OR FROM THE DESTINATION FACILITY.

ALL ACCIDENTS INVOLVING STUDENTS ON A VEHICLE, OR IN BOARDING OR LEAVING A VEHICLE, AND ALL OTHER ACCIDENTS SHALL BE HANDLED AS FOLLOWS:

A. THE DRIVER WILL CALL DISPATCH AND DISPATCH WILL NOTIFY 911 AND REQUEST POLICE AND AMBULANCE SERVICE.

B. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY BY TELEPHONE, THE TMC OF THE LOCATION, EXTENT OF THE ACCIDENT, NAMES OF STUDENTS INVOLVED WITH A DESCRIPTION OF THEIR INJURIES, RUN NUMBER, BUS NUMBER AND SCHOOLS AFFECTED.

C. THE CONTRACTOR SHALL CONTACT PARENTS AND PROVIDE THEM WITH INFORMATION ON THEIR CHILDREN.

D. THE CONTRACTOR SHALL PREPARE ACCIDENT REPORTS FOR THE STATE DEPARTMENT OF MOTOR VEHICLES, STATE DEPARTMENT OF EDUCATION, MANAGEMENT OFFICE AND THEIR INSURANCE COMPANY, WITHIN 24 HOURS, USING APPROPRIATE FORMS.

SCHEDULING OF VEHICLES

THE CONTRACTOR SHALL PREPARE THE RUN TO BE TRAVELED BY EACH BUS AND THE TIME SCHEDULE BASED UPON THE AUTHORIZED STOPS PROVIDED TO THE CONTRACTOR BY THE DEPARTMENT OR THE TMC. THE CONTRACTOR SHALL SCHEDULE BUSES SO AS TO PROVIDE THE MOST EFFICIENT AND COST-EFFECTIVE UTILIZATION OF EACH VEHICLE.

EMERGENCY DRILLS ON SCHOOL BUSES

THE EMERGENCY DRILLS ON SCHOOL BUSES REQUIRED BY SECTION 3523 OF THE N.Y. STATE EDUCATION LAW SHALL INCLUDE PRACTICE AND INSTRUCTION IN THE LOCATION, USE AND OPERATION OF THE EMERGENCY DOOR, FIRE EXTINGUISHERS, AXE, FIRST AID EQUIPMENT AND WINDOWS AS A MEANS OF ESCAPE IN CASE OF FIRE OR ACCIDENT. THEY SHALL INCLUDE EMERGENCY SITUATIONS WHICH MIGHT RESULT FROM BOTH FIRE AND ACCIDENTS. SUCH INSTRUCTIONS AND THE CONDUCT OF THE DRILLS SHALL BE GIVEN BY THE CONTRACTOR AS REQUIRED BY LAW.

A MINIMUM OF THREE SUCH EMERGENCY DRILLS SHALL BE HELD ON EACH SCHOOL BUS AT EACH SCHOOL DURING THE SCHOOL YEAR; THE FIRST TO BE CONDUCTED DURING THE FIRST WEEK OF THE FALL TERM, THE SECOND PRIOR TO JANUARY 1ST AND THE THIRD PRIOR TO MAY 1ST.

NO EMERGENCY DRILLS SHALL BE CONDUCTED WHEN BUSES ARE ON ROUTES.

IN ORDER TO FACILITATE VARIOUS PROGRAMS OF BUS EMERGENCY DRILLS, THE CONTRACTOR SHALL SUPPLY, AT NO ADDITIONAL COST, VEHICLES AND DRIVERS TO BE AVAILABLE AT VARIOUS SCHOOL BUILDING LOCATIONS OUTSIDE OF THE REGULARLY SCHEDULED TIMES. THE CONTRACTOR SHALL CERTIFY TO THE DEPARTMENT/TMC ANNUALLY THAT CONTRACTOR HAS COMPLIED WITH THESE REGULATIONS.

CAR SEATS, SAFETY VESTS, WHEELCHAIR HOOKUPS AND HARNESSES

THE CONTRACTER SHALL PROVIDE ONE CAR SEAT OF APPROPRIATE SIZE, SAFETY VEST OR WHEELCHAIR HOOKUP, AS APPLICABLE, PER CHILD AS REQUESTED. ALL SUCH EQUIPMENT MUST MEET OR EXCEED ALL FEDERAL, STATE AND LOCAL LAWS. SHOULD THE NEED ARISE FOR A SPECIALIZED CAR SEAT, SAFETY VEST OR HARNESS PROVIDING SUCH SPECIALIZED EQUIPMENT SHALL BE THE RESPONSIBILITY OF THE PARENT. THE CONTRACTOR SHALL NOT USE A HARNESS WITHOUT THE AUTHORIZATION FROM THE COUNTY OR THE TMC.

IDENTIFICATION

DRIVERS AND MONITORS SHALL WEAR PHOTO IDENTIFICATION BADGES SUPPLIED BY THE CONTRACTOR.

FACILITIES AND MAINTENANCE

A. THE CONTRACTOR SHALL HAVE AN OPERATIONS FACILITY WITH (OR OBTAINED PRIOR TO AUGUST 1, 2021) SUFFICIENT STORAGE AND ACCESS TO MAINTENANCE FACILITIES WITH SUFFICIENT EQUIPMENT AND TRAINED PERSONNEL TO SATISFY THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION, OR ANY SUCCESSOR OR SUPERSEDING AGENCY REQUIREMENTS. THE FACILITIES SHALL BE SUBJECT TO PERIODIC INSPECTION AND APPROVAL BY THE TMC AND THE DEPARTMENT DURING THE PERIOD OF THE CONTRACT.

B. THE CONTRACTOR SHALL OPERATE A PROGRAM OF PREVENTATIVE MAINTENANCE FOR EVERY VEHICLE IN ACCORDANCE WITH N.Y. STATE DEPARTMENT OF TRANSPORTATION REQUIREMENTS AND WHICH MEETS THE APPROVAL OF THE DEPARTMENT/TMC AND SHALL MAINTAIN RECORDS AS EVIDENCE THAT THE VEHICLES ARE RECEIVING ACCEPTABLE PERIODIC MAINTENANCE.

C. THE CONTRACTOR WILL WITHDRAW FROM SERVICE ANY VEHICLE WHICH IN THE OPINION OF THE INSPECTORS OF THE TMC, PRESENTS A HAZARD TO THE SAFE TRANSPORTATION OF STUDENTS, AND REPLACE IT WITH A VEHICLE WHICH IN THE OPINION OF THE INSPECTORS MEETS THE SAFETY STANDARDS OF THIS CONTRACT FOR THE SAFE TRANSPORTATION OF STUDENTS.

D. BUSES MUST BE KEPT IN EXCELLENT MECHANICAL CONDITION AND MUST BE KEPT CLEAN BOTH INSIDE AND OUT, BUT SPECIFICATION OF THESE ITEMS DOES NOT EXCLUDE OTHER CRITERIA, WHICH MAY BE USED BY THE DEPARTMENT TO DETERMINE THE ACCEPTABILITY OF A BUS. IN ANY EVENT,

ALL BUSES SHALL BE OPEN TO INSPECTION BY THE DEPARTMENT/TMC, ITS AGENTS OR ITS DULY AUTHORIZED REPRESENTATIVES DURING SCHOOL HOURS OR AT REASONABLE TIMES WITHOUT APPOINTMENT.

E. ALL SEASON TIRES ARE TO BE PUT ON ALL VEHICLES. NO RE-GROOVED OR RECAPPED TIRES WILL BE ACCEPTED.

F. THE DEPARTMENT AND/OR THE TMC RESERVES THE RIGHT TO INSPECT, OR TO HAVE ITS AUTHORIZED REPRESENTATIVE INSPECT, THE CONTRACTOR'S MAINTENANCE RECORDS AND MAKE ANY OTHER CHECKS AND INSPECTIONS THE DEPARTMENT/TMC DEEMS ADVISABLE OR NECESSARY TO ASSURE MAXIMUM SAFETY AND EFFICIENT OPERATION OF THE CONTRACTOR'S EQUIPMENT.

G. THE FACILITY MUST INCLUDE THE DISPATCH AND MANAGEMENT STAFF REQUIRED FOR THIS CONTRACT AND HAVE A MINIMUM OF TWO DIRECT PRIVATE DISPATCH PHONES FOR THIS CONTRACT ONLY. IF THE CONTRACTOR USES MORE THAN ONE DISPATCH OFFICE, YARD LOCATION, AND ADDITIONAL DIRECT PRIVATE PHONE LINES WILL BE REQUIRED TO BE INSTALLED. ALL COSTS RELATED TO THE INSTALLATION, MAINTENANCE AND MONTHLY EXPENSE FOR SHALL BE PAID BY THE CONTRACTOR.

H. THE CONTRACTOR SHALL ABIDE BY THE REQUIREMENTS OF CONFIDENTIALITY OF CHILDERN'S RECORDS AS PROVIDED UNDER THE FAMILY EDUCATION RIGHT AND PRIVACY ACT (FERPA) AND THE INDIVIDUALS WITH DISABILITIES EDUCATION ACT (IDEA) WHEN DISSEMINATING INFORMATION TO DRIVERS AND DRIVER'S ASSISTANTS AND OTHER STAFF MEMBERS. THE CONTRACTOR SHALL ALSO PROVIDE THE NECESSARY TRAINING OR INSTRUCTION TO ALL THE APPROPRIATE PERSONNEL FOR RELATING TO THE CONFIDENTIALITY REQUIREMENTS. THE CONTRACTOR SHALL COMPLY WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA).

I. THE BIDDER MUST POSSESS AND DEMONSTRATE FACILITIES, KNOWLEDGE, AND CAPABILITIES TO SATISFY ALL NEW YORK STATE DEPARTMENT OF TRANSPORTATION RULES, REGULATIONS AND VEHICLE INSPECTION REQUIREMENTS. THE BIDDER SHALL PROVIDE A COPY OF THEIR NYS DOT BUSNET SUMMARY AND PROFILE (WHICH MUST BE 90% OR HIGHER) FOR THE ENTIRE COMPANY FOR THE PREVIOUS THREE YEARS AS PART OF THEIR BID PACKAGE. THE SUCCESSFUL BIDDER SHALL PROVIDE THE COUNTY AND/OR THE TMC WITH THE BUSNET REPORTS EVERY THREE MONTHS THEREAFTER OR UPON REQUEST.

J. THE CONTRACTOR MUST PROVIDE AND MAINTAIN A FULL-TIME, ON-SITE TERMINAL MANAGER AND A FULL-TIME DISPATCHER WITH RESPONSIBILITY FOR SCHEDULING, ROUTING AND ON-ROAD SAFETY REVIEW AND SUPERVISE THE WORK CONTRACTED FOR.

K. THE CONTRACTOR MUST HAVE ALL THE NECESSARY PERMITS AND CERTIFICATES OF OCCUPANCY FOR THE BUS YARDS AND MUST COMPLY WITH ALL ENVIRONMENTAL REQUIREMENTS.

L. THE BIDDER SHALL SUBMIT, AT THE TIME OF THE INTIAL BID AND IF SUCCESSFUL, FOR EACH CONTRACT YEAR THEREAFTER, A COPY OF ITS MOST RECENT AFFIDAVITS OF COMPLIANCE (DS-3) IN ACCORDANCE WITH ARTICLE 19-A OF THE VTL.

EXPERIENCE

THE BIDDER SHALL, TOGETHER WITH HIS BID, FURNISH A STATEMENT INDICATING THE EXTENT AND TYPE OF SCHOOL BUS TRANSPORTATION OR OTHER KINDS OF BUS TRANSPORTATION EXPERIENCE AND ALSO SUBMIT AS REFERENCES THE NAMES OF SCHOOL DISTRICTS AND PRIVATE AND PAROCHIAL SCHOOLS PREVIOUSLY OR PRESENTLY SERVED, AS WELL AS THE DATES OF SUCH SERVICES WHICH HE MAY HAVE PROVIDED.

THE BIDDER MUST HAVE A MINIMUM OF 10 YEARS EXPERIENCE IN PROVIDING SPECIAL EDUCATION TRANSPORTATION FOR BIRTH TO FIVE YEAR OLDS WITH A CONTRACT EQUAL TO OR GREATER THAN THE TOTAL NUMBER OF VEHICLES LISTED IN THE ZONE BID.

INTERRUPTION OF SERVICE/FORCE MAJEURE

IN THE EVENT OF AN INTERRUPTION OF SERVICE CAUSED BY CONTRACTOR, ITS AGENTS OR ITS EMPLOYEES, THE COUNTY SHALL HAVE THE RIGHT TO SECURE SUCH OTHER TRANSPORTATION AS MAY BE NECESSARY. INTERRUPTION OF SERVICE SHALL BE DEEMED TO INCLUDE STRIKES. IF THE COST TO THE COUNTY FOR SECURING ALTERNATIVE SERVICE SHALL EXCEED THE AGREEMENT COST THAT WOULD OTHERWISE BE PAYABLE TO CONTRACTOR HEREUNDER, THE EXCESS SHALL BE CHARGED TO CONTRACTOR; ANY DAMAGES TO COUNTY SHALL BE COMPUTED AS PER THIS AGREEMENT IF OTHER TRANSPORTATION CANNOT BE SECURED.

CANCELLATION OF CONTRACT

FAILURE TO ADHERE TO AND COMPLY WITH THE TERMS OF THIS CONTRACT WILL BE CAUSE FOR CANCELLATION UPON 30 DAYS WRITTEN NOTICE BY THE COUNTY TO THE CONTRACTOR. SAID NOTICE SHOULD BE GIVEN BY CERTIFIED MAIL. THE ORIGINAL CONTRACTOR WILL INDEMNIFY THE COUNTY FOR ANY AND ALL COST INCURRED IN SECURING A NEW CONTRACT.

PAYMENT OF CLAIMS

A. ALL STANDARD COUNTY CLAIM VOUCHER FORMS, CERTIFIED TO BY THE CONTRACTOR AND SUPPORTED BY DETAILED STATEMENT WHICH INCLUDE UP-TO-DATE ROUTE SHEETS FOR EACH VEHICLE AND THE NAMES OF THE CHILDREN TRANSPORTED ON EACH BEHICLE, SHALL BE SUBMITTED MONTHLY BY CONTRACTOR TO THE TMC. FEE CHARGES SHALL BE IN ACCORDANCE WITH THE BID PRICES ATTACHED HERETO. ADDITIONAL SUPPORTING INFORMATION MAY BE REQUIRED FROM TIME TO TIME.

B. PAYMENT WILL BE MADE BY THE COUNTY MONTHLY IN ARREARS UPON AUDIT AND APPROVAL OF THE CLAIM VOUCHER FORMS BY DEPARTMENT AND THE OFFICE OF THE COMPTROLLER OF THE COUNTY. PAYMENT OF CLAIM VOUCHERS SUBMITTED FOR PAYMENT WITH INCOMPLETE DOCUMENTATION WILL BE DELAYED AND THE CLAIM VOUCHERS RETURNED TO THE CONTRACTOR FOR AMENDMENT.

C. IN THE EVENT THAT THE DEPARTMENT DEEMS IT NECESSARY TO DECREASE OR INCREASE THE NUMBER OF BUSES USED, THE COST OF THE CONTRACT WILL BE INCREASED OR DECREASED ACCORDINGLY BY $1/10^{th}$ (10 PERCENT OF THE YEARLY PRICE) FOR EACH WHOLE CALENDAR MONTH REMAINING ON THE SCHOOL YEAR FOR WHICH THE BUS IS USED, PLUS (IF NECESSARY), $1/180^{th}$ OF THE YEARLY PRICE FOR EACH DAY THAT SCHOOL IS IN SESSION FOR THE REMAINDER OF THE THEN CURRENT MONTH IN WHICH THE CHANGE WAS EFFECTED.

D. IN THE EVENT OF A CATASTROPHIC EVENT WHICH CAUSES AN INTERRUPTION OF TRANSPORTATION SERVICE FOR MORE THAN 17.5 CONSECUTIVE SCHOOL DAYS WITHIN A MONTH'S TIMEFRAME, THE CONTRACTOR WILL BE REIMBURSED FOR ITS FIXED COSTS ONLY, WHICH WILL BE 35% OF THE PREVIOUS MONTH OF SERVICE.

COPIES OF LAWS

THE CONTRACTOR SHALL ACQUIRE AND MAINTAIN COPIES OF ALL LAWS, RULES AND REGULATIONS OF ALL AGENCIES FEDERAL, STATE OR LOCAL WHICH ARE CONCERNED WITH THE OPERATION AND MAINTENANCE OF SCHOOL BUSES AND THE TRANSPORTATION OF CHILDERN WITH DISABILITIES FROM BIRTH THROUGH FIVE.

CONTRACT NON-ASSIGNABLE

THE CONTRACT FOR TRANSPORTATION OR ANY RIGHT, TITLE, OR INTEREST THEREIN MAY NOT BE ASSIGNED BY THE CONTRACTOR WITHOUT THE APPROVAL OF THE COUNTY. THE CONTRACTOR MAY NOT ENGAGE

SUBCONTRACTORS, HIRE OTHERS TO PERFORM ALL OR PART OF ITS AGREEMENT, NOR OTHERWISE DELEGATE ITS OBLIGATIONS TO PERFORM UNDER THE CONTRACT, UNLESS APPROVED BY THE COUNTY.

RADIO EQUIPMENT

A. TWO WAY RADIO SYSTEM SHALL BE REQUIRED, WITH EVERY VEHICLE (INCLUDING SPARE VEHICLES) HAVING A WORKING TWO WAY RADIO AT ALL TIMES. RADIOS SHALL BE PROVIDED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE DEPARTMENT (SUCH RADIOS SHALL BE RETURNED TO THE CONTRACTOR AT THE END OF THE CONTRACT). RADIO SYSTEM SHALL BE OBTAINED AND MAINTAINED BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE.

B. TWO-WAY RADIOS WILL BE APPROVED AND LICENSED BY THE F.C.C., OPERATED ON ASSIGNED FREQUENCIES AND HAVE SUCH RANGE THAT THE BASE STATION CAN CONTACT ANY VEHICLE ANYWHERE WITHIN THE LIMITS OF THE OPERATING AREA. CITIZEN BAND (CB) RADIOES OR CELLULAR TELEPHONES MAY NOT BE USED IN PLACE OF TWO-WAY APPROVED RADIOS.

C. DRIVERS SHALL REMAIN IN RADIO CONTACT WITH THE DISPATCHER'S OFFICE AT ALL TIMES WHEN BUSES ARE IN SERVICE.

RECORDS AND AUDIT

CONTRACTOR SHALL MAINTAIN FULL AND COMPLETE BOOKS AND RECORDS OF ACCOUNT IN ACCORDANCE WITH ACCEPTED ACCOUNTING PRACTICES AND SUCH OTHER RECORDS AS MAY BE PRESCRIBED BY THE DEPARTMENT AND COMPTROLLER OF THE COUNTY OF NASSAU. SUCH BOOKS AND RECORDS SHALL BE RETAINED BY CONTRACTOR FOR A PERIOD OF SIX YEARS FROM THE DATE OF FINAL PAYMENT UNDER THIS AGREEMENT AND SHALL AT ALL REASONABLE TIMES BE AVAILABLE FOR AUDIT AND INSPECTION BY THE DEPARTMENT, THE COMPTROLLER OF THE COUNTY OF NASSAU AND THE NEW YORK STATE DEPARTMENT OF AUDIT AND CONTROL.

LIQUIDATED DAMAGES

A. IN VIEW OF THE DIFFICULTY OF ASCERTAINING THE LOSS WHICH THE COUNTY WOULD SUFFER BY REASON OF THESE DEFAULTS ON THE PART OF THE CONTRACTOR, THE FOLLOWING SUMS ARE HEREBY AGREED UPON, FIXED AND DETERMINED BY THE PARTIES HERETO AS THE LIQUIDATED DAMAGES THE COUNTY WILL SUFFER BY REASON OF SAID VIOLATION OF CONTRACT AND NOT BY WAY OF PENALTY, AND SUCH LIQUIDATED DAMAGES MAY BE IMPOSED UPON THE FINDING OF THE COUNTY AND/OR THE TMC ITS DESIGNEE THAT A CONTRACT PROVISION HAS BEEN VIOLATED.

B. VIOLATIONS SHALL BE REVIEWED MONTHLY BY THE TMC AND A REPRESENTATIVE OF THE CONTRACTOR. SHOULD A DISPUTE ARISE AS TO THE ASSESSMENT OF A VIOLATION(S), THE MATTER WILL BE ARBITRATED BY A REPRESENTATIVE OF THE DEPARTMENT OF HEALTH, WHOSE DECISION SHALL BE FINAL AND BINDING.

C. A $1,000.00 DOLLAR FINE WILL BE ASSESSED FOR EACH OCCURRENCE OF A CHILD BEING LEFT UNATTENDED ON A VEHICLE. THE COUNTY RESERVES THE RIGHT TO CANCEL THE CONTRACT IF A CHILD IS LEFT UNATTENDED ON A VEHICLE.

D. LIQUIDATED DAMAGES MAY BE ASSESSED FOR EVERY VEHICLE, FOR EVERY DAY, AND FOR EVERY INSTANCE OF THE VIOLATION IN THE AMOUNTS NOTED BELOW. THE COST PER BUS PER DAY SHALL BE DEDUCTED FROM SUBSEQUENT PAYMENTS DUE THE CONTRACTOR FOR EACH DAY EACH OF THE FOLLOWING VIOLATIONS OF THE CONTRACT OCCURS:

FAILURE TO PROVIDE SERVICES ON A DAY ON WHICH SCHOOLS ARE REQUIRED TO BE OPEN BY THE OFFICIAL SCHOOL CALENDARS.

FAILURE TO CONFORM TO THE ARRIVAL AND DISMISSAL SCHEDULES OF THE SCHOOLS SERVICED, AS NOTIFIED BY THE DEPARTMENT/TMC.
FAILURE TO ADHERE TO ANY SPECIAL SCHEDULES, OR SHORTENED AND LENGTHENED SCHEDULES, OF THE SCHOOLS SERVICES.

FAILURE TO PROVIDE ALL THE VEHICLES NECESSARY TO DO ALL OF THE WORK CONTRACTED FOR.

FAILURE TO COMPLY WITH THE REGULATIONS OF THE NEW YORK STATE DEPARTMENT OF EDUCATION, TRANSPORTATION AND MOTOR VEHICLES AS WELL AS WITH ANY AND ALL LAWS AND REGULATIONS OF ANY AGENCY OF THE FEDERAL GOVERNMENT, STATE OF NEW YORK, CITY OF NEW YORK OR COUNTY OF NASSAU.

FAILURE TO COMPLY WITH THE VEHICLE STANDARDS AS SET FORTH IN THIS CONTRACT.

FAILURE OF ANY VEHICLE TO HAVE A CURRENT AND EFFECTIVE DEPARTMENT OF TRANSPORTATION CERTIFICATION.

ASSIGNMENT OF DEPARTMENT WORK TO ANY DRIVER/MONITOR/AIDES DISQUALIFIED BY THE DEPARTMENT OR THE TMC.

EACH TIME AN OPERATOR IS FOUND GUILTY OF COMMITTING A MOVING VIOLATION OF THE NEW YORK STATE VEHICLE AND TRAFFIC LAW WHILE TRANSPORTING STUDENTS UNDER THIS CONTRACT.

EACH TIME A DRIVER ALLOWS A STUDENT TO ENTER OR LEAVE THE VEHICLE WHILE IT IS IN MOTION.

EXCLUSION OF ANY STUDENT FROM A RUN BY THE CONTRACTOR OR THE DRIVER.

EACH TIME A DRIVER IS FOUND TO USE CORPORAL PUNISHMENT ON A STUDENT. IN ADDITION, DRIVER WILL BE DISMISSED IMMEDIATELY.

EACH TIME THAT STUDENTS ARE LEFT UNATTENDED ON A VEHICLE, EXCEPT IN AN EMERGENCY.

FAILURE TO FOLLOW PROCEDURES FOR REPORTING OF ACCIDENTS AS SET FORTH IN THE CONTRACT.

FAILURE TO SUBMIT ATTENDANCE REPORTS TO THE TMC.

FAILURE TO REPORT IMMEDIATELY TO THE PRINCIPAL, THE DEPARTMENT OR THE TMC ANY INCIDENT INVOLVING PHYSICAL HARM.

E. ONE-HALF OF THE COST PER BUS, PER DAY SHALL BE DEDUCTED FROM SUBSEQUENT PAYMENTS DUE THE CONTRACTOR FOR EACH DAY EACH OF THE FOLLOWING VIOLATIONS OF THE CONTRACT OCCURS:

FAILURE OF THE CONTRACTOR TO HAVE THE ABILITY TO DISPATCH SPARE VEHICLES

PROMPTLY.

FAILURE OF THE CONTRACTOR TO ENSURE DIRECT TELEPHONE ACCESS TO THE CONTRACTOR'S GARAGE FROM 10 MINUTES BEFORE THE TIME THE FIRST VEHICLE LEAVES THE GARAGE IN THE MORNING UNTIL THE LAST VEHICLES RETURNS TO THE GARAGE IN THE AFTERNOON, AND TO HAVE AVAILABLE A RESPONSIBLE PERSON WHO CAN GIVE INFORMATION ON THE STATUS OF EACH VEHICLE AND THE STUDENTS ASSIGNED TO EACH RUN.

FAILURE OF THE CONTRACTOR TO PROVIDE TO THE DEPARTMENT AND THE TMC THE NAME AND PHONE NUMBER OF A RESPONSIBLE PERSON AVAILABLE AFTER 5 PM (OR NORMAL BUSINESS HOURS) WHO MAY BE CONTACTED IN THE EVENT OF AN EMERGENCY.

FAILURE OF THE CONTRACTOR TO HAVE SUFFICIENT STORAGE AND ACCESS TO MAINTENANCE FACILITIES WITH SUFFICIENT EQUIPMENT AND TRAINED PERSONNEL TO SATISFY THE COUNTY AND STATE OF NEW YORK DEPARTMENT OF TRANSPORTATION REQUIREMENTS.

FAILURE OF THE CONTRACTOR TO OPERATE A PROGRAM OF PREVENTIVE MAINTENANCE FOR EVERY VEHICLE IN ACCORDANCE WITH THE DEPARTMENT OF TRANSPORTATION REQUIREMENTS AND WHICH MEETS THE APPROVAL OF THE DEPARTMENT AND THE TMC.

FAILURE OF THE CONTRACTOR TO MAINTAIN ACCEPTABLE RECORDS AS EVIDENCE THAT THE VEHICLES ARE RECEIVING PERIODIC MAINTENANCE IN ACCORDANCE WITH DEPARTMENT OF TRANSPORTATION AND DEPARTMENT REQUIREMENTS.

FAILURE OF ANY DRIVER TO MEET ANY OF THE VEHICLE DRIVER REQUIREMENTS SET FORTH IN THE CONTRACT.

EACH DRIVER PROVIDING SERVICE PURSUANT TO THIS CONTRACT FOR WHOM THE REQUIRED MEDICAL CERTIFICATE, FINGERPRINT RECORD, DRIVING RECORD (ABSTRACT), REFERENCE LETTERS AND APPLICATIONS FOR EMPLOYMENT WERE NOT SUBMITTED TO AND APPROVED BY THE DEPARTMENT AND THE TMC.

EACH DRIVER WHO HAS NOT RECEIVED THE PROPER TRAINING, INSTRUCTION AND/OR REFRESHER COURSES AS SPECIFIED HEREIN WITHIN THE TIME PERIOD AGREED UPON BY THE DEPARTMENT AND CONTRACTOR.

EACH VEHICLE TRANSPORTING A GREATER NUMBER OF STUDENTS THAN THE VEHICLE'S PERMISSIBLE STUDENT CAPACITY.

FAILURE OF THE DRIVER TO WAIT AT THE PICKUP POINT UNTIL THE SCHEDULED PICKUP TIME, IF HE/SHE HAS ARRIVED EARLY.

EACH UNAUTHORIZED TRANSFER OF A STUDENT FROM ONE VEHICLE TO ANOTHER VEHICLE EITHER ON THE TRIP TO THE DESTINATION FACILITY OR ON THE HOMEWARD TRIP.

EACH TIME A DRIVER ALLOWS STUDENTS TO THRUST ANY PART OF THEIR BODIES OUT OF OPEN WINDOWS OF THE VEHICLES.

FAILURE OF A DRIVER TO BE FAMILIAR WITH THE VEHICLE AND TRAFFIC LAWS, REGULATIONS OF THE COMMISSIONER OF MOTOR VEHICLES AND REGULATIONS OF THE STATE COMMISSIONER OF EDUCATION PERTAINING TO STUDENT TRANSPORTATION.

FAILURE OF THE DRIVER TO HAVE ON HIS OR HER PERSON AN APPROPRIATE OPERATOR'S LICENSE.

FAILURE TO HAVE AVAILABLE THE MINIMUM NUMBER OF SPARE VEHICLES AS REQUIRED BY THE CONTRACT.

FAILURE TO PROVIDE NEW SERVICE TO A STUDENT WITHIN THE 72 HOURS DESCRIBED WITHIN.

EACH TIME A VEHICLE ARRIVES AFTER THE TIME A SESSION IS DUE TO START.

EACH TIME THE OPERATOR REQUIRES A SCHOOL TO DISMISS STUDENTS PRIOR TO THE NORMAL CLOSE OF THE SCHOOL SESSION EXCEPT WHERE AUTHORIZED BY THE DEPARTMENT OR THE TMC.

FAILURE TO COMPLY WITH CHANGES IN THE RUN INCLUDING ADDITIONS OR DELETIONS OF STOPS.

ALTERING THE RUN SCHEDULE OR PICKUP SEQUENCE OF THE RUN WITHOUT NOTIFYING THE DEPARTMENT, THE TMC, SCHOOL PRINCIPAL AND PARENTS.

FAILURE TO SERVICE EACH DESIGNATED STOP IN EACH RUN.

EACH TIME A DRIVER PERFORMS A STUDENT PICKUP OR DROP-OFF AT A DEAD-END STREET, LOOP STREET, OR CUL-DE-SAC.

F. ONE-THIRD THE COST OF THE VEHICLE PER DAY SHALL BE DEDUCTED FROM SUBSEQUENT PAYMENTS DUE TO THE CONTRACTOR FOR EACH DAY EACH OF THE FOLLOWING VIOLATIONS OF THE CONTRACT OCCURS:

EACH VEHICLE WITH AN OPERATOR NOT WEARING OR VISIBLY DISPLAYING AN IDENTIFICATION BADGE WITH THE REQUIRED INFORMATION.

EACH OPERATOR WHO FAILS TO ASSIST IN CONDUCTING OF AN EMERGENCY DRILL.

FAILURE TO INFORM THE PRINCIPAL OR HIS/HER DESIGNEE THAT STUDENT'S PICKUP TIMES AND DROP OFF TIMES WILL BE CHANGED BECAUSE OF AN ADDITION OR DELETION OF STOPS OR OTHER REVISIONS TO A RUN.

FAILURE TO NOTIFY THE SCHOOL AND THE TMC IMMEDIATELY OF A BREAKDOWN ON THE WAY TO AND FROM SCHOOL.

MAKING A STOP AT AN UNAUTHORIZED LOCATION.

FAILURE TO DISPLAY THE RUN NUMBER INSIDE THE SIDE FRONT WINDOWS OF THE VEHICLE SO THAT IT CAN CLEARLY BE SEEN FROM A DISTANCE OF NOT LESS THAN 15 FEET.

FAILURE TO KEEP THE INTERIOR OF A VEHICLE CLEAN.

FAILURE TO WASH THE EXTERIOR OF EACH VEHICLE WEEKLY OR TO KEEP IT CLEAN.

EACH TIME A VEHICLE IS OPERATED IN THE PERFORMANCE OF THIS CONTRACT WITHOUT BEING EQUIPPED WITH AN APPROPRIATE FIRE EXTINGUISHER, FLARES OR FIRE BLANKET.

EACH TIME A VEHICLE IS OPERATED IN THE PERFORMANCE OF THIS CONTRACT WITHOUT BEING EQUIPPED WITH AN APPROPRIATE FIRST AID KIT ALONG WITH BODY FLUID KIT AND GLOVES AND SEAT BELT CUTTER.

FAILURE TO SHUT OFF THE MOTOR, TO REMOVE THE IGNITION KEY, SET THE BRAKES AND TURN THE WHEELS TO THE CURB WHEN THE DRIVER LEAVES A PARKED VEHICLE.

ANYTIME PASSENGERS OTHER THAN STUDENTS ASSIGNED BY THE DEPARTMENT/TMC ARE CARRIED IN VEHICLES USED IN THIS CONTRACT EXCEPT AS AUTHORIZED BY THE DEPARTMENT.

ANY OTHER VIOLATION OF THE CONTRACT WHATSOEVER FOR WHICH NO SPECIFIED LIQUIDATED DAMAGES ARE LISTED.

EACH TIME A VEHICLE IS OPERATED WITHOUT A FUNCTIONING VIDEO IMAGING AND AUDIO SYSTEM THAT RECORDS BOTH THE INTERIOR OF THE BUS CABIN AND THE FORWARD ROADWAY WHILE IN SERVICE.

FAILURE TO MAINTAIN FOR A MINIMUM OF SIX (6) MONTHS AND MADE AVAILABLE WITHIN 24 HOURS UPON REQUEST BY THE COUNTY AND/ OR THE TMC.

NOTHING HEREIN SHALL LIMIT THE RIGHT OF THE DEPARTMENT TO DECLARE THE CONTRACTOR IN DEFAULT OF THE CONTRACT IN ADVANCE OR, IN LIEU OF, OR IN ADDITION TO THE ASSESSMENT OF LIQUIDATED DAMAGES

NIFA Nassau County Interim Finance Authority

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

1. Vendor: Educational Bus Transportation Inc.

2. Amount requiring NIFA approval: $21,000,000.00

Amount to be encumbered: $3,000,000.00

Slip Type: 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: 08/01/2026 to 07/31/2029

Has work or services on this contract commenced? No

If yes, please explain:

4. Funding Source:

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

Federal %	
State %	59.5
County %	40.5

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

Preschool Special Education Bus Transportation - Contract with bus companies to safely and reliably transport preschool children to and from their educational programs

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

Nassau County Attorney as to form	Yes
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	Posting Date	Amount Added in Prior 12 Months

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 03/09/2026

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.

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?

Curran for Nassau, Jack Schnirman for Nassau, Blakeman for Nassau

Electronically signed and certified at the date and time indicated by:
TIMOTHY FLOOD [TIMFLOOD@THETRANSGROUP.COM]

Dated: 03/04/2026 07:59:23 am

Vendor: EDUCATIONAL BUS TRANSPORTATION, INC.

Title: EXECUTIVE VP

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: Tim Flood

Date of birth: [redacted]

[redacted]

Business Address: 56 W Church Street

City: Spring Valley State/Province/ Territory: NY Zip/Postal Code: 10977

Country US

Telephone: 8453562200

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	01/01/1997		
(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 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 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, Tim Flood , 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, Tim Flood , 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.

Educational Bus Transportation, Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Tim Flood TIMFLOOD@THETRANSGROUP.COM

Executive VP

Title

02/22/2026 09:54:46 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: Jessica Gocke
Date of birth: [redacted]
[redacted]

Business Address: 56 W Church Street

City:	Spring Valley	State/Province/ Territory:	NY	Zip/Postal Code:	10977
Country	US				
Telephone:	8453562200				

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	01/01/2020
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.
15% Shareholder

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 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, Jessica Corr , 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, Jessica Corr , 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.

Educational Bus Transportation, Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Jessica Corr JESSICACORR@THETRANSGROUP.COM

Shareholder

Title

02/22/2026 09:04:03 am

Date

To Whom it May Concern,

My name was Jessica Corr, and when I married, I changed my last name to Gocke.

However, my corporate email address has not been updated to reflect my name change as I use my maiden name in our business.

Sincerely,

Jessica Gocke (Corr)

Jessica Gocke (Corr)
190 Crans Road
Middletown, NY 10941

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 Corr

Date of birth: [redacted]

[redacted]

[redacted]

Business Address: 56 W Church Street

City:	Spring Valley	State/Province/ Territory:	NY	Zip/Postal Code:	10977
Country	US				
Telephone:	8453562200				

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	01/01/1985	Treasurer	
Chairman of Board		Shareholder	01/01/1980
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.

25% Shareholder

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.

Educational Bus, Inc./ Chestnut Ridge Transportation, Inc. / E.B.T., Inc.

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.

E.B.T., Inc. - Suffolk County - Transit

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, John Corr , 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 Corr , 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.

Educational Bus Transportation, Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
John Corr JOHNCORR@THETRANSGROUP.COM

Principal

Title

02/22/2026 10:14:23 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: Lindsey Corr
Date of birth: [redacted]

[redacted]

Business Address: 56 W Church Street

City:	Spring Valley	State/Province/ Territory:	NY	Zip/Postal Code:	10924
Country	US				
Telephone:	8453562200				

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	01/01/2020
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.

15% Shareholder

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 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, Lindsey Corr , 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, Lindsey Corr , 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.

Educational Bus Transportation, Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Lindsey Corr LINDSEYCORR@THETRANSGROUP.COM

Shareholder

Title

02/22/2026 09:09:01 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.

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1. Principal Name: Ray Neubauer

Date of birth: [redacted]

[redacted]

Business Address: 56 W Church STreet

City:	Spring Valley	State/Province/ Territory:	NY	Zip/Postal Code:	10977
Country	US				
Telephone:	8453562200				

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	07/17/2017
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	01/01/2025
Chief Financial Officer	07/17/2017	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 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 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, Ray Neubauer , 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, Ray Neubauer , 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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Educational Bus Transportation, Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Ray Neubauer RAYNEUBAUER@THETRANSGROUP.COM

CFO

Title

02/22/2026 10:27:32 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.

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1. Principal Name: Robert Corr

Date of birth: [redacted]

[redacted]

Business Address: 56 W Church Street

City:	Spring Valley	State/Province/ Territory:	NY	Zip/Postal Code:	10977
Country	US				
Telephone:	8453562200				

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	01/01/2020
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.

15% Shareholder

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.

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   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.

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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 Corr , 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 Corr , 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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Educational Bus Transportation, Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Robert Corr ROBERTCORR@THETRANSGROUP.COM

Shareholder

Title

02/22/2026 09:15:44 am

Date

PRINCIPAL QUESTIONNAIRE FORM

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1. Principal Name: Sean Corr

Date of birth: [redacted]

[redacted]

Business Address: 56 W Church Street

City: Spring Valley State/Province/ Territory: NY Zip/Postal Code: 10977

Country US

Telephone: 8453562200

Other present address(es):

City: Spring Valley 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	01/01/2020
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.

15% Shareholder

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

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f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
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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?
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I, Sean Corr , 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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Educational Bus Transportation, Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Sean Corr SEANCORR@THETRANSGROUP.COM

Principal

Title

02/22/2026 10:24:26 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: Tara Corr

Date of birth: [redacted]

[redacted]

Business Address: 56 W Church Street

City:	Spring Valley	State/Province/ Territory:	NY	Zip/Postal Code:	10977
Country	US				
Telephone:	8453562200				

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	01/01/2020
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.

15% Shareholder

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 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, Tara Corr , 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, Tara Corr , 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.

Educational Bus Transportation, Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Tara Corr TARACORR@THETRANSGROUP.COM

Shareholder

Title

02/22/2026 09:21:40 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: 03/04/2026

1) Proposer's Legal Name: Educational Bus Transportation Inc.

2) Address of Place of Business: 63 Lamar Street

City: West Babylon State/Province/ Territory: NY Zip/Postal Code: 11704

Country: US

Address: 56 W Church Street

City: Spring Valley State/Province/ Territory: NY Zip/Postal Code: 10977

Country: US

Start Date: End Date:

3) Mailing Address (if different):

City: State/Province/ Territory: Zip/Postal Code:

Country: US

Phone:

Does the business own or rent its facilities? Rent If other, please provide details:

4) Dun and Bradstreet number: 14-305-0644

5) Federal I.D. Number: [redacted]

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?
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 to Affiliates - Educational Bus Inc / Chestnut Ridge Transportation Inc. / E.B.T. Inc.

No it is not a subsidiary or controlled by any other business

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.

If any conflict of interest were to become known, the company would inform the County via the business history form update and via phone or email message to our contract contact.

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 [X] NO [ ]

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

i) Date of formation;

03/31/1961

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.

John Corr, Shareholder & President - 349 Sarah Wells Trail, Goshen, NY 10924
Sean Corr, Shareholder - 349 Sarah Wells Trail, Goshen, NY 10924
Jessica Corr, Shareholder - 349 Sarah Wells Trail, Goshen, NY 10924
Lindsey Corr, Shareholder - 349 Sarah Wells Trail, Goshen, NY 10924
Tara Corr, Shareholder, 349 Sarah Wells Trail, Goshen, NY 10924
Robert Corr, Shareholder, 349 Sarah Wells Trail, Goshen, NY 10924

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

John Corr, President - 349 Sarah Wells Trail, Goshen, NY 10924
Tim Flood, Vice President -12 Trails Pointe Dr, Campbell Hall, NY 10916
Ray Neubauer - Treasurer - 96 Lenape Road, Pearl River, NY 10965
Sean Corr, Director - 349 Sarah Wells Trail, Goshen, NY 10924

1 File(s) uploaded: Educational Bus Transportation -- BOD 2026.pdf

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

900

vi) Annual revenue of firm;

80000000

vii) Summary of relevant accomplishments

Successful long term servicing transportation needs of numerous customers

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

1 File(s) uploaded: Articles of Incorporation - Educational Bus Transportation 1961.pdf

B. Indicate number of years in business.

64

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

Current Provider of 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	County of Rockland		
Contact Person	Paul Brennan		
Address	50 Sanatorium Road		
City	Pomona	State/Province/Territory	NY
Country	US		
Telephone	(845) 364-3820		
Fax #			
E-Mail Address	brennanp@co.rockland.ny.us		

Company	Seaford School District		
Contact Person	Rhonda Meserole		
Address	1600 Washington Ave		
City	Seaford	State/Province/Territory	NY
Country	US		
Telephone	(516) 592-4030		
Fax #			
E-Mail Address	rmeserole@seaford.k12.ny.us		

Company	Massapequa Public Schools		
Contact Person	Ryan Ruf		
Address	4925 Merrick Road		
City	Massapequa	State/Province/Territory	NY
Country	US		
Telephone	(516) 308-5020		
Fax #			
E-Mail Address	rruf@msd.k12.ny.us		

I, TIMOTHY FLOOD , 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, TIMOTHY FLOOD , 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: EDUCATIONAL BUS TRANSPORTATION, INC..

Electronically signed and certified at the date and time indicated by:
TIMOTHY FLOOD TIMFLOOD@THETRANSGROUP.COM

EXECUTIVE VP
Title

03/04/2026
Date

Department of the Treasury
Internal Revenue Service
CINCINNATI, OHIO 45999

In reply refer to: 0241755550
Jan 08, 2020 LTR 147C
11-1976948

EDUCATIONAL BUS TRANSPORTATION INC
1 SUNRISE HWY COURT STREET
COPIAGUE NY 11726-0000 000

Taxpayer Identification Number: [redacted]

Form(s):

Dear Taxpayer:

Thank you for your telephone inquiry of January 8th, 2020.

Your Employer Identification Number (EIN) is 11-1976948. Please keep this letter in your permanent records. Enter your name and your EIN on all business federal tax forms and on related correspondence.

If you have any questions regarding this letter, please call our Customer Service Department at 1-800-829-0115 between the hours of 7:00 AM and 7:00 PM. If you prefer, you may write to us at the address shown at the top of the first page of this letter. When you write, please include a telephone number where you may be reached and the best time to call.

Sincerely,

DALE MARTHALER
1000196266
Customer Service Representative

NYS Department of State

Division of Corporations

Entity Information

The information contained in this database is current through March 26, 2021.

Selected Entity Name: EDUCATIONAL BUS TRANSPORTATION, INC.

Selected Entity Status Information

Current Entity Name:	EDUCATIONAL BUS TRANSPORTATION, INC.
DOS ID #:	136686
Initial DOS Filing Date:	MARCH 30, 1961
County:	SUFFOLK
Jurisdiction:	NEW YORK
Entity Type:	DOMESTIC BUSINESS 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)

EDUCATIONAL BUS TRANSPORTATION, INC.
56 WEST CHURCH ST
SPRING VALLEY, NEW YORK, 10977

Chief Executive Officer

JOHN D CORR JR
56 WEST CHURCH ST
SPRING VALLEY, NEW YORK, 10977

Principal Executive Office

JOHN D CORR JR
56 WEST CHURCH ST
SPRING VALLEY, NEW YORK, 10977

Registered Agent

NONE

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
300	Par Value	100

*Stock information is applicable to domestic business corporations.

Name History

Filing Date	Name Type	Entity Name
MAR 30, 1961	Actual	EDUCATIONAL BUS TRANSPORTATION, INC.

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.

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CERTIFICATE OF INCORPORATION

of

EDUCATIONAL BUS TRANSPORTATION, INC.

Pursuant to Article II of the Stock Corporation Law

We, the undersigned, desiring to form a stock corporation for the purposes hereinafter stated under and pursuant to the provisions of the Stock Corporation Law of the State of New York, do hereby make, sign, acknowledge, certify and set forth as follows:

FIRST: The name of the said corporation shall be

EDUCATIONAL BUS TRANSPORTATION, INC.

261946

SECOND: The purposes for which said corporation is to be formed are as follows:

(a) To purchase, acquire, hold, sell, exchange, pledge, hypothecate, or otherwise dispose of or deal in, the stock, bonds, notes, debentures or other evidences of indebtedness and obligations of any private, public, quasi-public or municipal corporation, domestic or foreign, or of any domestic or foreign state, government or governmental authority, or of any political or administrative subdivision or department thereof, and all trust, participation or other certificates of, or receipts evidencing interest in any such securities; and, while the owner of any such stocks, bonds or other evidences of indebtedness or interest therein, to exercise all the rights, powers, and privileges of ownership, including the right to vote thereon for any and all purposes.

(b) To make advances or loans, upon the pledge of securities to be bought, sold or otherwise dealt in, or without security, so far as may be permitted by law.

(c) To aid by loan, subsidy, guarantee, or in any other manner whatsoever, any corporation whose stocks, bonds, securities or other obligations are in any manner held or guaranteed, and to do any and all other acts or things toward the preservation, protection, improvements, or enhancement in value of any such stocks, bonds, securities or other obligations, and to do any and all such acts or things designed to accomplish any such purpose, so far as may be permitted to corporations organized under the Business Corporation Law.

(d) To guarantee the payment of any dividends upon stocks, or the principal or interest upon bonds, or the contracts or other obligations of any corporation, copartnership or individual, so far as the same may be permitted to corporations organized under the Business Corporation Law.

(e) To acquire, hold, own, dispose of, and generally deal in, grants, concessions, franchises and contracts of every kind or interests therein; to cause to be formed, merged or reorganized and to promote and aid in any way permitted by law, the formation, merger, and re-organization of any corporation, domestic or foreign; to enter into contracts of underwriting of the securities of any other corporation domestic or foreign, and to buy, sell and deal in the same, or any interest therein; and to act as manager of such underwriting agreements; to undertake, aid or carry on any enterprise; or so far as the same may be undertaken or carried on by corporations organized under the Business Corporation Law.

(f) To act as agent so far as permitted by law.

(g) To act as broker so far as permitted by law.

(h) To buy, sell, lease, rent, hire, mortgage and otherwise to deal with motor vehicles and to rent or hire out the same or charter them to persons having the necessity therefor, excepting from the foregoing any power to use such vehicles in the operation of a regularly maintained and operated omnibus line with the collection of fares from passengers, but, including the power to use such vehicles in charter work or for charter parties subject, however, to all provisions of law regulatory thereof including, but without limitation, the regulatory power of the Public Service Commission of the State of New York.

(i) To own, lease, rent, acquire and use real estate and buildings for housing and operating its business; to buy and sell and deal in merchandise and products similar to those manufactured by the Corporation; to own, lease, rent, acquire and use to apply for patents, betterments and rights in connection with its manufacture.

(j) To acquire, hold, own, dispose of and generally carry on the business of any business requiring federal or state licenses or permits.

(k) To borrow or raise money for the purposes of the Corporation, to secure the same and any interest thereon, and for that purpose or any other purposes permitted by law to mortgage and charge all or any part of the interest or after-acquired property, rights and franchises of the corporation, and to issue, sell, pledge or otherwise dispose of notes, bonds, debentures and other evidences of indebtedness.

(l) So far as may be permitted by law, to buy or otherwise acquire, hold, lease, sell, exchange, mortgage, pledge or otherwise dispose of any property, real or personal, rights, franchises or good-will which the corporation may deem necessary or convenient for the purpose of distribution, or for the development or extension thereof.

(m) To buy, or otherwise, acquire, sell or otherwise dispose of, lease, control, manage, operate and license any inventions, patents, patent rights, processes, business and good-will, and any and all property, rights and privileges in connection with any of the purposes herein referred to.

(n) In general, to do any and all things, and to exercise any and all powers necessary or advisable to accomplish one or more of the purposes of the corporations, or which shall at any time appear to be conducive to, or for the benefit of, said corporation in connection therewith which may now or hereafter be lawful for the corporation to do or exercise under and in pursuance of the Business Corporation Law of the State of New York, or of any other law that may be now or hereafter applicable to the corporation.

(o) To purchase, or otherwise acquire, undertake, carry on, improve or develop, all or any of the business, good-will, rights, assets or liabilities of any persons, firm, association or corporation carrying on any kind of business, the same as or of a similar nature to that which this corporation is authorized to carry on, pursuant to the provisions of this certificate.

(p) To conduct the business in any and all of the branches, so far as permitted by law, in the State of New York, and so far as may be permitted by local law, in any other states of the United States of America or in any territory, dependancy, colony or possession thereof, and in the District of Columbia, and in any foreign country, and in connection therewith to hold, possess, purchase, mortgage and convey real and personal property, and to maintain offices and agencies either within or anywhere without the State of New York.

(q) The powers of this corporation, as above set forth, however, shall not include power to operate any bus line or route for the transportation of the general public nor to collect fares directly from passengers nor to operate any taxicabs.

THIRD: The authorized capital stock of said Corporation shall be Thirty Thousand ($30,000.00) Dollars and the total number of shares that may be issued by the Corporation is to be Three Hundred (300) shares of Common Stock, each share having a par value of One Hundred ($100.00) Dollars and all of which shall be Common Stock and entitled to the same privileges and

rights.

FOURTH: The principal business office of said Corporation is to be located at 26 Ida Lane, North Babylon, which is located in the Township of Babylon, County of Suffolk, New York. The address within the State to which the Secretary of State shall mail a copy of process in any action or proceeding against the Corporation which may be served upon him, is, care of LEWIS F. X. COTIGNOLA, Esq., 36 West 44th Street, New York 36, New York.

FIFTH: The duration of said Corporation shall be perpetual.

SIXTH: The number of directors of said Corporation shall be not less than Three nor more than Seven. The directors need not be stockholders of the Corporation.

SEVENTH: The names and post office addresses of the directors of this corporation, until the first annual meeting of the stockholders, are as follows:

NAMES	POST OFFICE ADDRESSES:
1. LEWIS F. X. COTIGNOLA	36 West 44th Street New York 36, New York
2. JOHN H. BORRIE	Denton Building Mineola, New York
3. HEATHER MacDONALD	Denton Building Mineola, New York

EIGHTH: All the subscribers of this Certificate of Incorporation are of full age, at least two-thirds of them are citizens of the United States and at least one of the persons named as a director is a citizen of the United States and a resident of the State of New York.

NINTH: The names and post office addresses of the subscribers to this Certificate and a statement of the number of shares each agrees to take in said corporation is as follows:

NAMES	P.O. ADDRESSES	NO. OF SHARES
1. LEWIS F. X. COTIGNOLA	36 West 44th Street New York 36, New York	One (1)

2. JOHN H. BORRIE — Denton Building, Mineola, New York — One (1)

3. HEATHER MacDONALD — Denton Building, Mineola, New York — One (1)

TENTH: The Secretary of State is designated as the Agent of the Corporation, upon whom process in any action or proceeding against it may be served.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 7th day of March, 1961.

LEWIS F. X. COTIGNOLA

JOHN H. BORRIE

HEATHER MacDONALD

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

On the 7th day of March, 1961, before me the undersigned, personally came LEWIS F. X. COTIGNOLA, JOHN H. BORRIE, and HEATHER MacDONALD, to me known and known to me to be the individuals described in and who executed the foregoing instrument and they duly acknowledged to me that they executed the same.

NOTARY PUBLIC

ALICE M. BECKWITH
NOTARY PUBLIC, State of New York
No. 30 5733790
Residing in Nassau County
Commission Expires March 30, 1962

County Clerk's File No. ..... Year 19

S-3/30

K S 3/30

251946

CERTIFICATE OF INCORPORATION

of

EDUCATIONAL BUS TRANSPORTATION, INC.

Pursuant to Article II of the Stock Corporation Law

JOHN H. BORRIE

Attorney for

Office and Post Office Address

DENTON BUILDING

MINEOLA, NEW YORK

To ..... Esq.

Attorney for .....

Due and timely service of a copy of the within ..... is hereby admitted

Dated 19

Attorney for .....

STATE OF NEW YORK
DEPARTMENT OF STATE
FILED MAR 30 1961
TAX $ 15
FILING FEE $ 50

Caroline K. Simon
Secretary of State
By J. Tracy

Please take notice, that the within is a true copy of a ..... and entered in the within entitled ..... and filed in the office of the Clerk of ..... on the ..... day of ..... Dated 19

Yours, &c.,

JOHN H. BORRIE

Attorney for

Office and Post Office Address

DENTON BUILDING

MINEOLA, NEW YORK

To ..... Esq.

Attorney for .....

Please take notice that the within ..... and be presented for settlement and signature to the Hon. ..... one of the Justices of the within named Court, at ..... on the ..... day of ..... 19 ..... at ..... M. Dated 19

Yours, &c.,

JOHN H. BORRIE

Attorney for

Office and Post Office Address

DENTON BUILDING

MINEOLA, NEW YORK

To ..... Esq.

Attorney for .....

Educational Bus Transportation, Inc.

9/1/2025

To Whom It May Concern,

Below is a current listing of the Board of Directors for Educational Bus Transportation, Inc.:

John Corr

Tim Flood

Sean Corr

Ray Neubauer

Sincerely,

Ray Neubauer, CPA

Ray Neubauer, CPA, CGMA

THE PROPOSER BELIEVES THIS INFORMATION IS PROTECTED
FROM DISCLOSURE UNDER THE FREEDEOM OF INFORMATION ACT.

The Trans Group

Combined Financial Statements

December 31, 2023 and 2022



THE PROPOSER BELIEVES THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE FREEDEOM OF INFORMATION ACT.

The Trans Group

Combined Balance Sheets

	December 31,	
	2023	2022
ASSETS		
Current Assets		
Cash		
Insurance reserves		
Customer deposits		
Accounts receivable, net of allowance for credit losses of $110,000 in 2023 and allowance for doubtful accounts of $110,000 in 2022		
Due from affiliates, current portion		
Shop inventory		
Fuel tax refunds receivable		
Prepaid expenses		
Total Current Assets		
Property and Equipment		
Revenue producing equipment		
Garage and service equipment		
Automobiles		
Furniture and fixtures		
Leasehold improvements		
Total Property and Equipment, Cost		
Less accumulated depreciation and amortization		
Property and Equipment, net		
Other Assets		
Due from affiliates, net of current portion		
Operating leases, right of use assets		
Deposits and other assets		
Fair value of interest rate swaps		
Total Other Assets		

THE PROPOSER BELIEVES THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE FREEDEOM OF INFORMATION ACT.

The Trans Group

Combined Balance Sheets
(continued)

	December 31,	
	2023	2022
LIABILITIES AND SHAREHOLDERS' AND MEMBERS' EQUITY		
Current Liabilities		
Accounts payable		
Accrued expenses		
Working capital line of credit		
Current portion of equipment line of credit		
Current portion of long-term debt		
Current portion of operating leases		
Accrued insurance reserves		
Due to affiliates		
Due to Suffolk County		
Total Current Liabilities		
Equipment line of credit, net of current portion		
Long-term debt, net of current portion		
Operating leases, net of current portion		
Accrued insurance reserves, net of current portion		
Total Liabilities		
Shareholders' and Members' Equity		

THE PROPOSER BELIEVES THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE FREEDEOM OF INFORMATION ACT.

The Trans Group

Combined Statements of Comprehensive Income

	Year Ended December 31,			
	2023	%	2022	%
REVENUE	[redacted]			
OPERATING EXPENSES				
Direct				
General and administrative				
Total Operating Expenses				
Income From Operations				
OTHER INCOME (EXPENSE)				
Other Income				
Interest expense				
Gain on disposition of equipment				
Total Other Expense				
Income Before Provision for State Income Taxes				
Provision for state income taxes				
Net Income				
OTHER COMPREHENSIVE INCOME				
Adjustment to fair value of interest rate swaps				
Comprehensive Income				

THE PROPOSER BELIEVES THIS INFORMATION IS PROTECTED
FROM DISCLOSURE UNDER THE FREEDEOM OF INFORMATION ACT.

The Trans Group

Combined Supplementary Information
December 31, 2023 and 2022

THE PROPOSER BELIEVES THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE FREEDEOM OF INFORMATION ACT.

The Trans Group

Combined Schedules of Direct Operating Expenses

	Year Ended December 31,			
	2023	%	2022	%
DIRECT EXPENSES				
Salaries - drivers	[redacted]			
- drivers' assistants				
- maintenance				
- mechanics				
- shop office				
- fuelers and cleaners				
- dispatch				
- safety				
Payroll taxes				
Workers' compensation insurance				
Employee benefits				
Total Payroll and Related Costs				
Vehicle maintenance				
Vehicle tracking				
Vehicle registration				
Parts and tires				
Gas and oil				
Subcontracting				
Equipment maintenance				
Shop and building supplies				
Security services				
Building maintenance				
Drivers' expenses				
Recruitment and retention				
Tolls and parking				
Rent and real estate taxes				
Utilities				
Insurance				
Health insurance				
Depreciation and amortization of property and equipment				

THE PROPOSER BELIEVES THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE FREEDEOM OF INFORMATION ACT.

The Trans Group

Combined Schedules of General and Administrative Expenses

	Year Ended December 31,			
	2023	%	2022	%
GENERAL AND ADMINISTRATIVE EXPENSES				
Salaries - officers				
- office				
Payroll taxes				
Workers' compensation insurance				
Employee benefits				
Total Payroll and Related Costs				
Advertising and promotion				
Bank charges				
Consulting fees				
Computer expenses				
Contributions				
Dues and subscriptions				
Insurance				
Health insurance				
Office supplies and expenses				
Payroll preparation service				
Professional fees				
Travel and entertainment				
Telephone				
Rent and real estate taxes				
Utilities				
Bad debt expense				

STATE OF NEW YORK

DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.

WITNESS my hand and official seal of the Department of State, at the City of Albany, on August 17, 2009.

Daniel E. Shapiro
First Deputy Secretary of State

Rev. 06/07

Selected Entity Name: EDUCATIONAL BUS TRANSPORTATION, INC.

Selected Entity Status Information

Current Entity Name: EDUCATIONAL BUS TRANSPORTATION, INC.
DOS ID #: 136686
Initial DOS Filing Date: MARCH 30, 1961
County: SUFFOLK
Jurisdiction: NEW YORK
Entity Type: DOMESTIC BUSINESS 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)

EDUCATIONAL BUS TRANSPORTATION, INC.
56 WEST CHURCH ST
SPRING VALLEY, NEW YORK, 10977

Chief Executive Officer

JOHN D CORR JR
56 WEST CHURCH ST
SPRING VALLEY, NEW YORK, 10977

Principal Executive Office

JOHN D CORR JR
56 WEST CHURCH ST
SPRING VALLEY, NEW YORK, 10977

Registered Agent

NONE

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
300	Par Value	100

*Stock information is applicable to domestic business corporations.

Name History

Filing Date	Name Type	Entity Name
MAR 30, 1961	Actual	EDUCATIONAL BUS TRANSPORTATION, INC.

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.

Search Results New Search

CERTIFICATE OF INCORPORATION

of

EDUCATIONAL BUS TRANSPORTATION, INC.

Pursuant to Article II of the Stock Corporation Law

We, the undersigned, desiring to form a stock corporation for the purposes hereinafter stated under and pursuant to the provisions of the Stock Corporation Law of the State of New York, do hereby make, sign, acknowledge, certify and set forth as follows:

FIRST: The name of the said corporation shall be

EDUCATIONAL BUS TRANSPORTATION, INC.

261946

SECOND: The purposes for which said corporation is to be formed are as follows:

(a) To purchase, acquire, hold, sell, exchange, pledge, hypothecate, or otherwise dispose of or deal in, the stock, bonds, notes, debentures or other evidences of indebtedness and obligations of any private, public, quasi-public or municipal corporation, domestic or foreign, or of any domestic or foreign state, government or governmental authority, or of any political or administrative subdivision or department thereof, and all trust, participation or other certificates of, or receipts evidencing interest in any such securities; and, while the owner of any such stocks, bonds or other evidences of indebtedness or interest therein, to exercise all the rights, powers, and privileges of ownership, including the right to vote thereon for any and all purposes.

(b) To make advances or loans, upon the pledge of securities to be bought, sold or otherwise dealt in, or without security, so far as may be permitted by law.

(c) To aid by loan, subsidy, guarantee, or in any other manner whatsoever, any corporation whose stocks, bonds, securities or other obligations are in any manner held or guaranteed, and to do any and all other acts or things toward the preservation, protection, improvements, or enhancement in value of any such stocks, bonds, securities or other obligations, and to do any and all such acts or things designed to accomplish any such purpose, so far as may be permitted to corporations organized under the Business Corporation Law.

COUNTY OF NASSAU

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

1. Name of the Entity: Educational Bus Transportation

Address: 56 W Church Street

City: Spring Valley State/Province/Territory: NY Zip/Postal Code: 10977

Country: US

2. Entity's Vendor Identification Number: [redacted]

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):

1 File(s) uploaded: 2025 - Board of Directors - Educational Bus Transportation.pdf

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.

John Corr, Shareholder & President - 349 Sarah Wells Trail, Goshen, NY 10924
Sean Corr, Shareholder - 349 Sarah Wells Trail, Goshen, NY 10924
Jessica Gocke, Shareholder - 190 Crans Road, MIddletown, NY 10941
Lindsey Corr, Shareholder - 349 Sarah Wells Trail, Goshen, NY 10924
Tara Corr, Shareholder - 349 Sarah Wells Trail, Goshen, NY 10924
Robert Corr, Shareholder, 349 Sarah Wells Trail, Goshen, NY 10924

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 - Educational Bus, Inc. / Chestnut Ridge Transportation, Inc. / E.B.T., 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):

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:
Timothy Flood [TIMFLOOD@THETRANSGROUP.COM]

Dated: 12/22/2025 12:21:05 pm

Title: Executive VP

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.

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only)
EDUCATIONAL BUS TRANSPORTATION INC

56 WEST CHURCH STREET
SPRING VALLEY, NY 10977

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*

1b. Business Telephone Number of Insured

1c. Federal Employer Identification Number of Insured or Social Security Number
[redacted]

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
COUNTY OF NASSAU
60 CHARLES LINDBURGH BOULEVARD, SUITE 100
UNIONDALE, NY 11553

3a. Name of Insurance Carrier
ShelterPoint Life Insurance Company

3b. Policy Number of Entity Listed in Box "1a"
DBL602749

3c. Policy effective period
01/01/2025 to 12/31/2026

4. Policy provides the following benefits:
- [x] A. Both disability and paid family leave benefits.
- [ ] B. Disability benefits only.
- [ ] C. Paid family leave benefits only.

5. Policy covers:
- [x] 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 9/29/2025 By [signature]
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100 Name and Title Wade Harrison, President

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 emailed to PAU@wcb.ny.gov or it can 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 4B, 4C or 5B have 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(Article 9 of the Workers' Compensation Law) with respect to all of their 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 NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) 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 NYS 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 Insurance Coverage for NYS disability and/or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.

NYS 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.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/24/2025

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
PA Post / Hilb Group of New Jersey
300 Tice Boulevard
Suite 300
Woodcliff Lake NJ 07677

CONTACT NAME: Michael Schlie
PHONE (A/C, No, Ext): (201)252-3032 **FAX (A/C, No):** (201)252-3011
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State National Insurance Co, Inc.	12831
INSURER B : Berkshire Hathaway Homestate Insurance	20044
INSURER C : Lloyd's of London	524210
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Educational Bus Transportation, Inc.
Educational Bus, Inc.; EBT, Inc.
63 Lamar Street
West Babylon NY 11704

COVERAGES **CERTIFICATE NUMBER:** 25-26 EBT/EBI Master **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			NKM-530-CP-25-NC	12/01/2025	12/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	1,000,000 100,000 10,000 1,000,000 1,000,000 1,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			NKM-530-CP-25-NC	12/01/2025	12/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	1,000,000
A	UMBRELLA LIAB OCCUR			NKM-530-25-NC-1	12/01/2025	12/01/2026	EACH OCCURRENCE	$	4,000,000
A	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$	
	DED RETENTION $			NKM-530-25-NC-2	12/01/2025	12/01/2026	EACH OCCURRENCE	$	5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		TRWC634887	07/01/2025	07/01/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	1,000,000 1,000,000 1,000,000
C	Sexual Molestation			CD2400550	12/01/2025	12/01/2026	AGGREGATE		$1,000,000

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

CERTIFICATE HOLDER IS INCLUDED AS ADDITIONAL INSURED, BUT ONLY AS RESPECTS TO THE OPERATIONS OF THE NAMED INSURED. CONTRACTOR AGREES TO INDEMNIFY AND HOLD HARMLESS NASSAU COUNTY, ITS AGENTS, OFFICERS, EMPLOYEES AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, COSTS, AND LIABILITIES, IN LAW OR IN EQUITY, OF EVERY KIND OF NATURE WHATSOEVER, DIRECTLY OR PROXIMATELY RESULTING FROM, ARISING OUT OF OR CAUSED BY CONTRACTOR'S ACTIVITIES PURSUANT TO THIS AGREEMENT OR FROM ANY ACT OF OMISSION OR COMMISSION OF CONTRACTOR, ITS OFFICERS, AGENTS, OR EMPLOYEES, CONTRACTORS SHALL, AT COUNTY'S DEMAND, DEFEND, AT ITS

CERTIFICATE HOLDER

COUNTY OF NASSAU
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

Aaron Nowland/DL

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NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only) Education Bus Transportation Inc 63 Lamar Street West Babylon, NY 11704 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	1b. Business Telephone Number of Insured 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number [redacted]
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) County of Nassau 200 County Scat Drive Mineola, NY 11501	3a. Name of Insurance Carrier Redwood Fire and Casualty Ins Co 3b. Policy Number of Entity Listed in Box "1a" TRWC634887 3c. Policy effective period 7/1/25 to 7/1/26 3d. The Proprietor, Partners or Executive Officers are (●) included. (Only check box if all partners/officers included) ( ) all excluded or certain partners/officers excluded.

This certifies 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, 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 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: Rhonda Mizer
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: [signature] 8/21/2025
(Signature) (Date)

Title: Underwriting Support Manager

Telephone Number of authorized representative or licensed agent of insurance carrier: 1-800-661-6029

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.

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.

Certified: --

E-58-26

FILED BY THE NASSAU COUNTY CLERK OF THE LEGISLATURE APRIL 29, 2026 3:56 PM

NIFS ID: CQHE26000003

Capital:

Contract ID #: **CQHE26000003**

NIFS Entry Date: **03/05/2026**

Department: Health

Service: **Preschool Bus Transportation**

Term: from **08/01/2026** to **07/31/2029**

Contract Delayed:

Slip Type: **New**		
CRP:		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	**Yes**
2) Comptroller Approval Form Attached:	**No**
3) CSEA Agmt. & 32 Compliance Attached:	**No**
4) Significant Adverse Information Identified? (if yes, attach memo):	**No**
5) Insurance Required:	**Yes**

Vendor/Municipality Info:	
Name: **Guardian Bus Company, Inc.**	ID#:**464327167**
Main Address: **3530 Oceanside RoadOceanside, NY 11572**	
Main Contact: **Corey Muirhead**	
Main Phone: **(516) 723-3287**	

Department:
Contact Name: **Daniel Naftol**
Address: **200 County Seat Dr Mineola, NY 11501**
Phone: **(516) 227-8598**
Email: **dnaftol@nassaucountyny.gov**

Contract Summary

Purpose: Preschool Special Education Bus Transportation - Contract with bus companies to safely and reliably transport preschool children to and from their educational programs
Procurement History: RFP #HE0708-2535 issued 7/8/26
Description of General Provisions: It is the intent of the County of Nassau to properly describe by these specifications, terms and conditions for an adequate method of providing for transportation of students requiring specialized transportation to and from approximately 33 schools on a daily basis. (There are approximately 1400 students for the agency or agencies named herein in order that they may enjoy uninterrupted service in consideration for payment of the prices bid.)
Impact on Funding / Price Analysis: Initial encumbrance of $4,000,000.00 through 12/31/26. Total contract shall not exceed $27,000,000.00. State reimbursement of 59.5%
Change in Contract from Prior Procurement: New Contract
Method of Source Selection:

☑ Request For Proposals awarded to proposer offering best value

RFP #: HE0708-2535

Advertised On: 07/08/2025

Advertised In: Official Newspaper

Proposals Due On: 09/12/2025

Number of proposals received: 6

Evaluation Committee members: NCDOH:D. Mancilla (Chair), R. Gonzalez, L. Kenny, R. Oh, H Sherman. Non voting: D. Naftol, C. Langdon, S. Schechter

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.

The contract has been awarded to the proposer offering the lowest cost proposal

MWBE Participation:

☑ Participation of Minority-owned and Women-owned Business Enterprises 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 by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

☑ Vendor will not require any subcontractors.

Contractor is a (check all that apply):

☐ MWBE

☐ SDVOB

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
GEN	54	5400	PP	HEGEN5400	PP760	HEGEN5400 PP760	01	$4,000,000.00
						TOTAL		**$4,000,000.00**

Additional Info	
Blanket Encumbrance	
Transaction	
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	$1,620,000.00
Federal	$0.00
State	$2,380,000.00
Capital	$0.00
Other	$0.00
Total	**$4,000,000.00**

Routing Slip

Department			
NIFS Entry	Daniel Naftol	03/06/2026 11:09AM	Approved
NIFS Final Approval	Deneen Jenkins	03/06/2026 11:26AM	Approved
Final Approval	Deneen Jenkins	03/06/2026 11:26AM	Approved
County Attorney			
Approval as to Form	Julie Silverstein	03/17/2026 12:12PM	Approved
RE & Insurance Verification	Grady Farnan	03/06/2026 12:30PM	Approved
NIFS Approval	Mary Nori	03/20/2026 05:39PM	Approved
Final Approval	Julie Silverstein	04/29/2026 11:28AM	Approved
OMB			
NIFS Approval	Amanda Cohn	03/09/2026 04:00PM	Approved
NIFA Approval	Irfan Qureshi	03/09/2026 04:27PM	Approved
Final Approval	Irfan Qureshi	03/09/2026 04:27PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	03/23/2026 10:33AM	Approved
DCE Compliance Approval	Robert Cleary	04/07/2026 11:10AM	Approved
Vertical DCE Approval	Anissa Moore	04/08/2026 09:44AM	Approved
Final Approval	Anissa Moore	04/08/2026 09:44AM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	04/29/2026 02:09PM	Approved
Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending
Legal Approval			Pending

Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

RULES RESOLUTION NO. – 2026

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF HEALTH AND GUARDIAN BUS COMPANY, INC.

WHEREAS, the County has negotiated a personal services agreement with Guardian Bus Company, Inc., to provide the County with transportation 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 an agreement with Guardian Bus Company, Inc.

CONTRACT FOR SERVICES

THIS AGREEMENT, made as of the date this agreement is last executed by the County (together with the schedules, appendices, attachments, and exhibits, if any, this "Agreement"), between

Nassau County, a municipal corporation having its principal office at1 West Street, Mineola, New York 11501 (the "County"), acting on behalf of the Nassau County Department of Health, having its principal office at 200 County Seat Drive Mineola, NY 11501 (the "Department"),

- and –

Guardian Bus Company, Inc., a limited liability New York corporation, having its principal address at 3530 Oceanside Road, Oceanside, New York 11572 (the "Contractor").

W I T N E S S E T H:

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

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 premises and mutual covenants contained in this Agreement, the parties agree as follows:

1) Term.
   A. This Agreement shall commence on August 1, 2026, and shall terminate on July 31, 2029 (the "Initial Term"), unless sooner terminated as provided for herein. The Department may, in its sole discretion, renew the term of this Agreement, on the below agreed upon terms and conditions, for one (1) additional two (2) year period (the "Renewal Term"), for a possible total term of five (5) years, subject to the County's right of early termination as provided in the contract.

   B. The decision to renew the contract(s) will be at the sole discretion of the Department and may be exercised by written notice thereof to the Contractor.

2) Services.
   A. The services and scope of work to be provided by the Contractor under this Agreement shall consist of but are not limited to safely and reliably transport preschool children to and from their educational programs, within the geographic transportation service area(s) ("Zone(s)") they have been awarded, as shown in **SCHEDULE A**, attached below as **EXHIBIT B**.
   B. The contractor will be required to provide reports to the County, as well as provide all findings and recommended actions to mitigate any issues found. All findings and recommended actions must include prioritization based on risk, factoring current intelligence into the risk level. The contractor will also be required to include guidance on how to remediate each item, as well as estimated internal staff hours needed to address each item. The contractor will not remediate any findings unless instructed by the County. The County will pursue recommended actions using the contractor's guidance as appropriate. The full scope of the Contractor's duties and responsibilities is explained in greater detail in **EXHIBIT A ("Scope of Services")**, attached below.

C. Renewal Services: Services to be provided during the renewal period shall be based on the results of the initial contract period services and current needs of the County.

3) **Payment**.

(a) **Amount of Consideration**. The maximum amount to be paid to the Contractor as full consideration for the Services and all Additional Services performed under this Agreement during the Initial Term, shall not exceed Twenty-Seven Million ($27,000,000.00) DOLLARS (the "Maximum Amount"). The Maximum Amount is inclusive of any and all expenses and shall be payable as shown in **SCHEDULE A – Monthly Zone Charges,** attached below as **EXHIBIT B**

(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. The Contractor further acknowledges that the initial encumbrance authorized upon approval of this Agreement shall be Four Million ($4,000,000.00) DOLLARS. Thereafter, the Department shall notify the Contractor of the availability of additional monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

(c) **Vouchers; Voucher Review, Approval and Audit**. All Payments shall be made in arrears and in accordance with Section 3(a) above and shall be contingent upon (i) the Contractor submitting Vouchers in a form satisfactory to the County that: (a) states with reasonable specificity the services to be provided and the payment requested as consideration for such services, (b) certifies that the services to be rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "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 parties 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, and (ii) authorized by this Agreement to be performed. The Contractor will receive no payments respecting any services performed after the Contractor received notice of termination from the County.

4) **Non-Completion**. Unless otherwise specifically addressed elsewhere in this Agreement, in the event the Agreement is terminated, or the Program cancelled for any reason prior to the date of completion of the Program, the Contractor shall immediately return any and all payment that the Contractor has receive. The re-payments shall be made within seven (7) days from the notice of cancellation or when the performance was due, whichever is sooner.

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 Contractors (a "Contractors 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, Default and/or Claims.** The Contractor represents it 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 but not limited to 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. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of the County's vendor registration protocol, Procurement Policy, Charter and Administrative Rules and Regulations and other rules promulgated from time to time from the County and/or relevant Department. 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. The Contractor shall have a continuing obligation, as circumstances arise, to update the County regarding any changes to the Contractor's disclosures.
   (b) **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 shall require all Contractor Agents, Contractor subcontractors, and their respective employees (including Contractor's own employees) to execute a confidentiality agreement, attached hereto as Exhibit A (the "Confidentiality Agreement"), prior to commencing Services under this Agreement. The Contractor shall provide the executed Confidentiality Agreements to the Department prior to the Contractor Agent or subcontractor commencing Services. 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.
   (c) The Contractor further acknowledges that to extent this Agreement is subject to approval by the County Legislature, the Agreement, together with any other forms and Contractor disclosures that make up the contract package that is submitted for County approvals (the "Contract Package"), will be posted on the County website. If the Contractor believes that the Contract Package contains information that is excepted from FOIL, such as information of a personal or private nature, the Contractor may submit a duplicate redacted Contract Package for the County's consideration. If the redactions are acceptable to the County, the County will post the redacted Contract Package to the County website. Failure of the

Contractor to submit a redacted Contract Package shall be deemed Contractor's consent to the posting of the un-redacted Contract Package to the County website.

8) **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.

9) **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.

10) **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:
   A. Contractor shall comply with the applicable requirements of the Living Wage Law, as amended.
   B. Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, such breach being 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.
   C. On a yearly basis, Contractor shall provide the County with any material changes to its Certificate of Compliance, attached to this Agreement as Appendix L.

11) **Vendor Code of Ethics**. By executing this Agreement, the Contractor hereby certifies and covenants that:
   A. 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;
   B. 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;
   C. All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;
   D. 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;

E. 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;

F. 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; and

G. The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. Including but not limited to, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," ("MWBE") which governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts (See Appendix "EE" attached hereto.)

   i) IF APPLICABLE AND AT THE OPTION OF THE OFFICE OF MINORITY AFFAIRS "OMA") In an effort to increase the utilization of minority, woman, veteran and Service-Disabled Veteran-Owned Business ("SDVOB") the County is implementing an overall target of 15% MWBE and 2% SDVOB participation in locally funded procurements. Each vendor and/or subcontractor agrees to cooperate and make its best efforts to assist the procuring Department and OMA in achieving this goal. Such best efforts may include, but are not limited to, providing upon request to OMA, information related to Contractor's utilization of SDVOB and MWBE. The County may utilize such information in determining the ability of the contractor to receive future awards.

12) **Minimum Service Standards**. Regardless of whether required by Law:

A. The Contractor shall conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

B. The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates.

C. The Contractor 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, permits, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

13) **Right to Works/Ownership of Work Product/Copyright.**

A. Contractor retains all right, title and interest, including all copyrights, patent rights and trade secret rights, in any Contractor property or works. Contractor hereby grants to County a non -exclusive, irrevocable, non-transferable, royalty-free, perpetual internal use license to use such Contractor Works. As used in this Agreement, the term "Contractor Works" means any of the following: (i) any software program, algorithm, process, methodology, documentation, report, data, flow diagram, document, or other material owned, generated, or distributed by Contractor prior to or separately from this Agreement; or (ii) any tools or utilities developed by or on behalf of Contractor or used by Contractor.

B. The County retains sole ownership and all right, title, and interest in and to any reports, documents data, photographs, deliverables, and/ or other materials provided by the County ("County Works") to the Contractor for services under this Agreement. Contractor will use County Works in accordance with this Agreement.

C. Any reports, documents, data, photographs, deliverables, 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 produced pursuant to this Agreement, shall upon their creation become the exclusive property of the County.

D. Any reports, documents, data, photographs, deliverables, and/or other materials provided pursuant to this Agreement ("Copyrightable Materials") shall be considered "work-made-for-hire" pursuant to 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. The Copyrightable Materials shall be used by the Contractor for no purpose other than in the performance of this Agreement without the prior written permission of the County. The County may grant the Contractor a license to use the Copyrightable Materials on such terms as determined by the County and set forth in the license.

E. the Contractor acknowledges that the County may, in its sole discretion, register copyright in the Copyrightable Materials with the United States Copyright Office or any other government agency authorized to grant copyright registrations. The Contractor shall cooperate in this effort and agrees to provide any and all documentation necessary to accomplish this.

F. The Contractor represents and warrants that the Copyrightable Materials: (i) are wholly original material not published elsewhere (except for material that is in the public domain; (ii) do not violate any copyright law; (iii) do not constitute defamation or invasion of the right of privacy or publicity; and (iv) 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.

14) **Confidentiality**.

A. The Contractor agrees to hold confidential, both during and after the completion or termination of this Agreement, all of the reports, information, or data, furnished to or prepared, assembled or used by, the Contractor under this Agreement ("Confidential information"). The Contractor agrees to maintain the confidentiality of such Confidential Information by using a reasonable degree of care and using at least the same degree of care that the Contractor uses to preserve the confidentiality of its own confidential information. The Contractor agrees that Confidential Information shall not be made available to any person or entity without the prior written approval of the County.

B. Required Disclosure: Notwithstanding any inconsistent provision in this Agreement, Contractor shall not be liable for disclosure of Confidential Information to the extent disclosure is required by virtue of court order, subpoena, other validly issued administrative or judicial notice or order, or pursuant to applicable law ("Required Disclosure"); provided that, in such event Contractor has given the County prompt notice in writing or by email of Required Disclosure;

C. If applicable, Vendor and/or vendors employees/agents, subcontrators, agree to execute the attached Non-Disclosure Agreement ("NDA") and/or Confidentiality Agreement.

D. **Data Protection.** Contractor acknowledges that it may have access to certain of the County's computer and communications systems and networks for the purposes set forth in this Agreement. If any data is made available or accessible to Contractor, its employees, agents or contractors, pertaining to County business or financial affairs, or to County's projects,

transactions, clients or customers, Contractor will not store, copy, analyze, monitor or otherwise use that data except for the purposes set forth in this Agreement for the benefit of the County. Contractor will comply fully with all applicable laws, regulations, and government orders relating to personally identifiable information ("PII") and data privacy with respect to any such data that Contractor receives or has access to under the Agreement or in connection with the performance of any services for the County. Contractor will otherwise protect PII and will not use, disclose, or transfer across borders such PII except as necessary to perform under this Agreement or as authorized by the data subject or in accordance with applicable law. To the extent that Contractor receives PII related to the performance of this Agreement, Contractor will protect the privacy and legal rights of the County's personnel, clients, customers and contractors.

E. The provisions of this Section shall survive termination of the Agreement.

15) **Indemnification; Defense; Cooperation.**

A. Contractor shall be responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, agents, volunteers and representatives (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor, 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, at 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 legal proceedings which may be brought or instituted against one or more Indemnified Parties, on any such claim, demand or cause of action in connection with this Agreement and Contractor shall pay and satisfy any judgment or decree which may be rendered against the indemnified Parties in any suit, action or other legal proceeding; and Contractor shall pay for any and all damages to the property of the Indemnified Parties, for loss or theft of such property, done or caused by the Contractor.

C. The Contractor shall and shall cause all of Contractor's Agent(s) 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 the Contractor's Agent(s) in connection with this Agreement.

D. In the event the Contractor does not provide the above defense and indemnification to the County, and such refusal or denial to provide the above defense and indemnification is found to be in breach of this provision, then the Contractor shall reimburse the County reasonable attorney's fees incurred in connection with the defense of any action, and in connection with enforcing this provision of the Agreement.

E. **Infringement Indemnification**. The Contractor shall indemnify, defend and hold the County harmless 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 infringement, violation or unauthorized use of any copyright, trade secrets, or trademark , patent or any other property or personal right of any third party by the Contractor and/or its employees, agents, or subcontractors in the performance of this Agreement. As a condition to the foregoing indemnity obligation, the County shall give the Contractor: (A) prompt written notice of any action, claim or threat of infringement suit or other suit, (B) the

opportunity to take over, settle or defend such action, claim or suit at the Contractor's sole expense, and (C) assistance in the defense of any such action at the expense of the Contractor.

(1) In addition to the foregoing, if the use of any Work Product shall be enjoined for any reason or if the Contractor believes that it may be enjoined, the Contractor shall have the right, at its own expense, to take action in the following order of precedence: (A) to procure for the County the right to continue using such Work Product; (B) to modify the Work Product so that it becomes non-infringing and of at least equal quality and performance; or (C) to replace said Work Product with non-infringing deliverable(s), item(s) or part(s) of at least equal quality and performance, or (D) if none of the foregoing is commercially reasonable, then provide monetary compensation to the County up to the dollar amount of the aggregate consideration paid to the Contractor for such Work Product; (E) the preceding remedies are in addition to and not in lieu of the Contractor's obligation to indemnify and defend the County; (F) time is of the essence with respect to every provision of this Agreement in which time of performance is a factor.

(2) The foregoing provisions shall not apply to any infringement occasioned by modification by the County that is (A) not contemplated by the Contractor; (B) made without the Contractor's approval; (C) infringement occasioned by County Works, specifications, or requirements provided to the Contractor.

(3) In the event that an action at law or equity is commenced against the County arising out of a claim that the County's use of a Work Product infringes any patent, copyright or propriety right and the Contractor is of the opinion that the allegations in such action in whole or in part are not covered by the indemnification and defense provisions set forth in this Agreement, the Contractor shall immediately notify the County in writing and shall specify to what extent the Contractor believes it is obligated to defend and indemnify under the terms and conditions of this Agreement. The Contractor shall in such event protect the interests of the County and secure a continuance to permit the County to appear and defend its interests in cooperation with the Contractor as is appropriate, including any jurisdictional defenses the County may have.

F. The provisions of this Section shall survive the termination of this Agreement.

16) **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" its officials, employees, volunteers, agents, volunteers and representatives as an additional insured and have a minimum single combined limit of liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (iii) workers 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, or, if the Contractor is exempt from New York State Workers' Compensation Insurance requirements, the Contractor shall provide the County with appropriate documentation evidencing such exemption, and (iv) such additional insurance as the County may from time to time specify. A waiver of subrogation or exemption is granted in favor of the County of Nassau.

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

C. 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.

17) **Assignment; Amendment; Waiver; Subcontracting**.

A. This Agreement and the rights and obligations hereunder may not be in whole or part and in accordance with General Municipal Law Section 109 (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 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 subcontractors. The Contractor agrees to be fully responsible to the County for the acts and omissions of its subcontractors. The Contractor's obligation to pay its subcontractors 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.

C. The Contractor shall ensure that their subcontractors shall not further subcontract, or otherwise engage an independent contractor or agent to provide any Services under this Agreement without the prior written consent of the County Executive.

18) **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/or (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

B. 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.

C. 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.

D. **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.

19) **Accounting Procedures; Records.**

A. 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, the County Inspector General, 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.

20) **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 6 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.

21) **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.

22) **Data Breach**:

A. Upon the discovery by the Contractor of a confirmed breach of security that results in the unauthorized release, disclosure, or acquisition of the personal data of any past or present employee of Nassau County and their dependents, the Contractor shall provide "Initial Notice" to the Procuring Department within five (5) business days, after such discovery. The Initial Notice shall be delivered to the Department by electronic mail and by phone call, and shall include the following information, to the extent known at the time of notification:
   i) Date and time of the breach;
   ii) Names of employee(s) whose personal data, and that of their dependents, was released, disclosed or acquired;
   iii) The nature and extent of the breach;
   iv) The Contractor's proposed plan to investigate and remediate the breach.

B. Upon discovery by the Contactor of a confirmed breach, the Contractor shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not later than thirty (30) days after discovery of the breach, shall provide the Department with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the employee(s) whose personal data was released, disclosed or acquired; nature and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

C. The Contractor agrees to cooperate with the Department with respect to investigation of the breach and to reimburse the Department for actual documented costs legally required or associated with responding to the breach of security caused by the negligence of Contractor.

D. The Department shall have the option to terminate this Agreement if the Contractor is found to have suffered a breach of security as described in subsection (a) of this section on two (2) separate occasions during the contract period.

23) **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.

24) **Notices**. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be:

A. in writing to the above referenced addresses and in compliance with the below,

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,

iv) 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

(1) if to the Department, to the attention of the Commissioner at the address specified above for the Department,

(2) 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,

(3) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and

(4) 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.

25) **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.

26) **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.

27) **Administrative Service Charge**. Unless exempted or excluded by law, the Contractor agrees to pay the County an administrative service charge 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 in accordance with the following schedule:

Value of Contract	Administrative Fee
(a) $0-$10,000	$0
(b) Over $10,000-$50,000	$160
(c) Over $50,000-$100,000	$266
(d) Over $100,000	$533

28) **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.

29) **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.

30) **Counterpart Execution.** This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed an original Agreement for all purposes; provided that no Party shall be bound to this Agreement unless and until all Parties have executed a counterpart. Delivery of a copy of a counterpart by facsimile or email by one Party to the other Party shall be deemed to be delivery of an original by that Party.

31) **Not-For-Profit Merger, Acquisition, Judicial or Non-Judicial Dissolution (if applicable):** The Contractor agrees to provide written notice the Department, Applicable DCE, County Attorney, and Comptroller Ninety (90) days prior to any Merger, Acquisition, Judicial or Non-Judicial Dissolution, as defined under New York State Not-For-Profit Law.

32) **Force Majeure.** Neither party hereto will be liable for losses, defaults, or damages under any contract resulting from this solicitation which result from delays in performing, or inability to perform, all or any of the obligations or responsibilities imposed upon it pursuant to the terms and conditions of this solicitation, due to or because of acts of God, the public enemy, acts of government, earthquakes, floods, strikes, civil strife, pandemic, fire or any other cause beyond the reasonable control of the party that was so delayed in performing or so unable to perform provided that such party was not negligent and shall have used reasonable efforts to avoid and overcome such cause. Such party will resume full performance of such obligations and responsibilities promptly upon removal of any such cause.

33) **Non-Waiver:** Failure of the County to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment of such term or condition, but same shall remain in full force and effect.

Acceptance by the County of any portion of the Work or the payment or any fees or reimbursements due hereunder with knowledge of a breach of any term or condition hereof, shall not be deemed a waiver of any such breach and no waiver by the County of any provision hereof shall be implied.

[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.

Guardian Bus Company, Inc.

By: Linda Pues

Name: LINDA PUES

Title: PRESIDENT

Date: 2/24/26

NASSAU COUNTY

By: _____

Name: _____

Title:

_____, County Executive

(or) ___, Chief Deputy County Executive

(or) ___, Deputy County Executive

Date: _____

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

On the 24th day of FEB in the year 2026 before me personally came Linda Pues 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 Guardian Bus Company, 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

COREY J MUIRHEAD
NOTARY PUBLIC
STATE OF NEW YORK
01MU6289649
SEPTEMBER 30, 2027
COMMISSION EXPIRES
Nassau County

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 the _____ of _____, the 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
Scope of Services

Separate Document

EXHIBIT B
Schedule A – Monthly Zone Charges

	Current # Bues	ZONE 3 Guardian
2 Hour Route	16	13,778.15
3 Hour Route	24	15,074.74
4 Hour Route	5	16,686.61
5 Hour Route	0	17,590.45
6 Hour Route	0	19,292.69

Prices: Shall remain firm for the first year of the contract and no upward escalation will be permitted. The prices for years 2--3 shall be adjusted annually on September 1st of each year by multiplying the initial charge in each category by a fraction, the numerator of which shall be the U.S. Bureau of Labor Statistics consumer price index for all urban customers (C.P.I.U.) for the NY metropolitan area for May of such year and the denominator of which shall be the index for the annual increase or decrease amount may be lower than the stipulated amount upon mutual agreement.

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.

Definitions:

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.

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 **"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, blueprints 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.

Rule:

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:

i) 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.

ii) 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.

iii) 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.

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:
   LINDA RUES (Name)
   3530 OCEANSIDE ROAD, OCEANSIDE NY 11572 (Address)
   516-SAFE-BUS (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.

2/24/2026
Dated

Linda Dues
Signature of Chief Executive Officer

LINDA DUES
Name of Chief Executive Officer

Sworn to before me this
24th day of Feb, 2026.

Notary Public

COREY J MUIRHEAD
NOTARY PUBLIC
STATE OF NEW YORK
01MU6289649
Nassau County
COMMISSION EXPIRES
SEPTEMBER 30, 2027

Non-Disclosure Agreement (NDA)

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is made effective upon the date last executed by all the parties to this Agreement by and between the County of Nassau acting by and through its Department of Health ("Disclosing Party" or "County") and **Guardian Bus Company, Inc.** ("Recipient" or "Contractor"), including each of their subsidiaries, successors and assigns.

WHEREAS, County and Contractor have entered into a Nassau County contract to safely and reliably transport preschool children to and from their educational programs ("Agreement"); and

WHEREAS, County require that the Contractor assigned to work on County projects acknowledges the obligations of confidentiality and non-disclosure applicable to the Contractor pursuant to the Agreement.

NOW, THEREFORE, the Contractor acknowledges the following:

Term.
The confidentiality obligations set forth herein shall survive (i) termination of the Agreement.

Confidential Information.

(a) The Contractor acknowledges and understand that all records, reports, information, and data as further identified below ("Information") acquired in connection with performance or administration of the Agreement shall be used and disclosed solely for the purpose of performance and administration of the Contract or as required by Law.

(b) The Contractor acknowledges and understand that in connection with performance under Agreement Contractor may have access to and/or be in possession of confidential information of County ("Confidential Information"). Confidential Information shall mean all information both tangible and intangible information and materials belonging to the County or in the County's possession that are of a confidential or proprietary nature, whether or not marked or identified as such, and are disclosed or made accessible to the Contractor, including, but not limited to:

(i) trade secrets, processes, business, financial information and technical information and data, disclosed orally, visually, in writing, electronic media or by any other means;

(ii) all non-public information concerning the programs, processes, statistics, research, development, strategic plans, or the like with respect to the operations and activities of the County;

(ii) all information concerning the County's computer systems and technology, including, but not limited to, information concerning current and future hardware, software, configurations, operations, networks, computing facilities and locations, processes, research, projects, designs, and specifications;

(iv) all non-public information concerning current and/or former County employees, contractors and/or vendors, and members of the public;

(v) all information that the County receives from third parties if the County is subject to a duty to keep such information confidential;

(vi) all original and copied notes, memoranda, or other records and documentation of the Contractor to the extent relating to, derived from, and/or incorporating any County Confidential Information;

(viii) all information marked or identified as "confidential" or "proprietary" in written or electronic form when disclosed and/or made accessible to the Contractor or its designee.

Non-Disclosure

(a) The Contractor shall maintain all County Confidential Information in strict confidence and cause Contractor employees, agents, and subcontractors to maintain County Confidential Information in strict confidence. The Contractor acknowledges and understand that Contractor is obligated to hold in confidence, in the same manner as Contractor holds Contractor's own confidential information of like kind, all Confidential Information to which Contractor may have access under the Agreement; provided that in no event shall the Contractor exercise less than reasonable care to protect the Confidential Information. If necessary to provide services under the Agreement, Contractor may disclose Confidential Information received under this Agreement to employees, subcontractors or agents with a need to know, provided that any Contractor employee, subcontractor or agent is bound to protect such Confidential Information from unauthorized use and disclosure under the terms of a written agreement that is at least as stringent as those of the Contractor's obligations under the Agreement. Confidential Information shall not otherwise be disclosed to any third party without the prior written consent of the County.

(b)The Contractor acknowledges and understand that Contractor shall not use the Confidential Information for Contractor's own benefit or for the benefit of any third party, except as expressly permitted or directed by authorized County management.

(c) Except as specifically agreed in writing by the County or agency head, the Contractor shall not disclose any County Confidential Information to any entity outside the United States, or store or transmit any County Confidential Information outside the United States, other than County Confidential Information that is in electronic form and is transmitted or stored on a momentary basis as may be inherent in electronic transmission between locations within the United States.

Compliance with Laws

The Contractor shall comply with all applicable Federal, State and local Laws governing the confidentiality and privacy of Information. As used in this Non-Disclosure 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. In the event of any inconsistency or conflict between the provisions of this NDA and the provisions of applicable Laws governing the confidentiality and privacy of Information (e.g. personal information of County employees), the provisions of applicable Laws shall take precedence.

Exclusions

Excluding that information required by law to be protected, the foregoing shall not prohibit or limit Contractor's use of information (including but not limited to ideas, concepts, know-how, techniques and methodologies) (i) previously known to it, (ii) independently developed by it, (iii) acquired by it from a third party without continuing restriction on use, or (iv) which is, or becomes, publicly available through no breach by it of the Agreement.

Reporting
Contractor shall notify the County of any request for Information or access to Information that is unrelated to the performance or administration of the Agreement.

Ownership
All Information, except the Contractor's proprietary information, to which the Contractor has access is at all times the sole property of the County. The Contractor shall not have any right, title or interest to such material and shall not sell, transfer or otherwise make available to third parties except as provided in this NDA or the Agreement. All reports, notes, memoranda, notebooks, drawings and any other Information developed, received, compiled or delivered to the Contractor, regardless of the source of Information, shall be maintained only for the time necessary to provide services under the Agreement and shall be returned to the County at the termination of the Agreement or destroyed at the direction of the County. Destruction shall be deemed to include the purging of all Information from all equipment and media storage created or used in performance of the Agreement.

Performance
(a) Except to the extent necessary to provide services under the Agreement and with the consent of the County, the Contractor shall attach or load any additional hardware or software to County equipment. The Contractor shall use only those access rights and shall access only Information authorized by the County.

(b) The Contractor acknowledges and understand that Contractor shall comply with County's published computer and information security policies and practices which are made available to Contractor.

Assignment.
The Contractor shall not assign or subcontract its obligations under this NDA.

Breach.
The Contractor acknowledges that breach of this NDA shall give rise to irreparable injury that may not adequately be compensable in damages or at law. Accordingly, the Contractor agrees that injunctive relief may be an appropriate remedy in addition to any other remedies that may lie in equity or at law. Additionally, the Contractor shall indemnify and hold harmless the County and its officers, agents and employees from all suits, actions, damages and costs of every name and description arising out of the acts or omissions of the Contractor and/or Contractor's employees, agents or subcontractors in violation of the terms and conditions of this NDA.

IN WITNESS WHEREOF, the parties have executed this Non-Disclosure Agreement as of the date set forth below.

CONTRACTOR: **Guardian Bus Company, Inc.**

By: Linda Dues
Name: LINDA DUES
Title: PRESIDENT
Date: 2/24/2026

COUNTY OF NASSAU

By: _____
Name: _____
Title: _____
Date: _____

Confidentiality Agreement

I Linda Pues (insert name), am a (please circle one) subcontractor / agent / employee / director / (officer) / other _____ of the Contractor **Guardian Bus Company, Inc.** (the "Contractor"). I understand that I will be performing services in furtherance of an agreement between the Contractor and Nassau County (the "County") related to the contracted services (the "Agreement"). I understand, acknowledge, and agree that all records, information, and data ("Information") acquired in connection with performance or administration of the Agreement shall be used and disclosed solely for the purpose of performance and administration of the Agreement or as required by law. I agree to reasonably safeguard any Information as to prevent disclosure to any unauthorized person. I understand and agree that the terms of this Confidentiality Agreement shall continue after I am no longer performing services related to the Agreement, and I shall continue to abide by such terms of this Confidentiality Agreement in perpetuity. I understand that failure to comply with these requirements may result in disciplinary action, termination, civil liability, and/or criminal prosecution, as well as any other penalties provided by law. This Confidentiality Agreement shall be governed and construed in accordance with the Laws of New York State.

Linda Pues
(Individual's Signature)

LINDA PUES
(Individual's Printed Name)

GUARDIAN BUS COMPANY, INC.
(Entity for which Individual is an employee or agent)

2/24/2026
(Date)

EXHIBIT A – SCOPE OF SERVICES
DETAILED REQUISITES/SPECIFICATION

SCOPE:

IT IS THE INTENT OF THE COUNTY OF NASSAU TO PROPERLY DESCRIBE BY THESE SPECIFICATIONS, TERMS AND CONDITIONS FOR AN ADEQUATE METHOD OF PROVIDING FOR TRANSPORTATION OF STUDENTS REQUIRING SPECIALIZED TRANSPORTATION TO AND FROM APPROXIMATELY 33 SCHOOLS ON A DAILY BASIS. (THERE ARE APPROXIMATELY 1400 STUDENTS FOR THE AGENCY OR AGENCIES NAMED HEREIN IN ORDER THAT THEY MAY ENJOY UNINTERRUPTED SERVICE IN CONSIDERATION FOR PAYMENT OF THE PRICES BID).

TERM:

THE TERM FOR THIS CONTRACT IS THREE YEARS STARTING 8/1/2026 THROUGH 7/31/2029 WITH THE POSSIBILITY OF ONE, TWO YEAR EXTENSION. ALL EXTENSIONS ARE SUBJECT UPON THE MUTUAL CONSENT OF BOTH PARTIES

DEFINITIONS:

1. THE TERM "DEPARTMENT" AS USED HEREIN SHALL BE DEEMED AS THE DIVISION, BUREAU, OFFICE, AGENCY OF OTHER COUNTY ESTABLISHMENTS AUTHORIZED TO RECEIVE THE SERVICE SPECIFIED HEREIN AND WHO ARE IDENTIFIED BY NAME.

2. TRANSPORTATION MANAGEMENT COMPANY (TMC) IS DEFINED AS THE PROVIDER DESIGNATED BY THE DEPARTMENT TO COORDINATE, OVERSEE AND MONITOR SERVICES ON ITS BEHALF.

3. ZONE AS USED HEREIN IS A TRANSPORTATION SERVICE AREA DEFINED BY THE LOCATION OF A GROUP OF PRIMARY DESTINATION FACILITIES; ZONES ARE NOT DELINEATED BY GEOGRAPHIC BOUNDARIES.

4. DESTINATION FACILITY MEANS THE SCHOOL, AGENCY, OFFICE, LIBRARY OR ANY OTHER LOCATION AT WHICH A CHILD RECEIVES SERVICE(S) UNDER THE EARLY INTERVENTION OR PRESCHOOL PROGRAMS AND TO WHICH A DISABLED CHILD, AND IN SOME INSTANCES A CHILD'S PARENT(S), GUARDIAN(S), NURSE, SIBLINGS(S), OR OTHER AUTHORIZED PERSON MUST BE TRANSPORTED.

5. ROUTE TIME IS DEFINED TO BE THE PERIOD FROM THE TIME THE FIRST CHILD IS PICKED UP FOR THE FIRST SESSION TO THE LAST DESTINATION FACILITY SERVICED BY THE ROUTE. FOR DISMISSAL, ROUTE TIME IS TO BE CALCULATED FROM THE TIME THE BUS LEAVES THE DESTINATION FACILITY TO THE DROP-OFF OF THE LAST CHILD. ROUTES MAY BE STRUCTURED TO REQUIRE THE PICK-UP AND DROP-OFF OF STUDENTS AT MORE THAN ONE DESTINATION FACILITY. ACTUAL TIME VARIANCES FROM SCHEDULED TIME WHICH MAY OCCUR DUE TO TRAFFIC, WEATHER, STUDENT LOADING /UNLOADING AND OTHER CONDITIONS ARE NOT INCLUDED IN ROUTE TIME AND ARE NOT REIMBURSABLE.

6. ONE HOUR ROUTE IS DEFINED AS ONE BUS SCHEDULED TO OPERATE UP TO ONE HOUR OF ROUTE TIME PER DAY.

7. THE TWO HOUR ROUTE IS DEFINED AS ONE BUS SCHEDULED TO OPERATE UP TO TWO HOURS OF ROUTE TIME PER DAY.

8. THE THREE-HOUR ROUTE IS DEFINED AS ONE BUS SCHEDULED TO OPERATE MORE THAN TWO HOURS, BUT NOT EXCEEDING THREE HOURS OF ROUTE TIME PER DAY.

9. THE FOUR HOUR ROUTE IS DEFINED AS ONE BUS SCHEDULED TO OPERATE MORE THAN THREE HOURS, BUT NOT EXCEEDING FOUR HOURS OF ROUTE TIME PER DAY.

10. THE FIVE HOUR ROUTE IS DEFINED AS ONE BUS SCHEDULED TO OPERATE MORE THAN FOUR HOURS, BUT NOT EXCEEDING FIVE HOURS OF ROUTE TIME PER DAY.

11. THE SIX HOUR ROUTE IS DEFINED AS ONE BUS SCHEDULED TO OPERATE MORE THAN FIVE HOURS, BUT NOT EXCEEDING SIX HOURS OF ROUTE TIME PER DAY.

12. THE SEVEN HOUR ROUTE IS DEFINED AS ONE BUS SCHEDULED TO OPERATE MORE THAN SIX HOURS, BUT NOT EXCEEDING SEVEN HOURS OF ROUTE TIME PER DAY.

13. BUS, VAN, OR VEHICLE IS DEFINED AS EQUIPMENT MEETING THE SPECIFICATIONS NOTED IN THIS REQUEST FOR BID/CONTRACT TO BE USED IN TRANSPORTING AUTHORIZED CHILDREN.

14. CHILD, STUDENT IS DEFINED AS ANY CHILD AUTHORIZED BY THE COUNTY TO RECEIVE SERVICES.

15. MONITOR/AIDE MEANS A PERSON ASSIGNED TO A VEHICLE USED FOR SERVICES TO ASSIST A CHILD AND/OR DRIVER AND SHALL INCLUDE A REGULARLY SCHEDULED MONITOR OR SUBSTITUTE MONITOR.

PRICES:

SHALL REMAIN FIRM FOR THE FIRST YEAR OF THE CONTRACT AND NO UPWARD ESCALATION WILL BE PERMITTED. THE PRICES FOR YEARS 2-3 SHALL BE ADJUSTED ANNUALLY ON SEPTEMBER 1ST OF EACH YEAR BY MULTIPLYING THE INITIAL CHARGE IN EACH CATEGORY BY A FRACTION, THE NUMERATOR OF WHICH SHALL BE THE U.S. BUREAU OF LABOR STATISTICS CONSUMER PRICE INDEX FOR ALL URBAN CUSTOMERS (C.P.I.U.) FOR THE NY METROPOLITAN AREA FOR MAY OF SUCH YEAR AND THE DENOMINATOR OF WHICH SHALL BE THE INDEX FOR THE ANNUAL INCREASE OR DECREASE AMOUNT MAY BE LOWER THAN THE STIPULATED AMOUNT UPON MUTUAL AGREEMENT.

INSURANCE:

A. THE CONTRACTOR AGREES TO OBTAIN ALL INSURANCE REQUIRED UNDER THIS AGREEMENT AND TO OBTAIN APPROVAL OF SUCH INSURANCE FROM NASSAU COUNTY PRIOR TO COMMENCEMENT OF WORK UNDER THIS CONTRACT. THE CONTRACTOR SHALL NOT ALLOW ANY SUBCONTRACTOR TO COMMENCE WORK ON HIS SUBCONTRACT UNTIL ALL SIMILAR INSURANCE HAS BEEN OBTAINED BY THE SUBCONTRACTOR AND APPROVED BY NASSAU COUNTY.

B. INSURANCE COVERAGE SHALL BE PROVIDED BY AN INSURANCE COMPANY LICENSED AS AN "ADMITTED CARRIER" BY THE NEW YORK STATE INSURANCE DEPARTMENT.

C. INSURANCE COVERAGE SHALL BE EVIDENCED BY A CERTIFICATE OF INSURANCE SUBMITTED IN A FORM ACCEPTABLE TO NASSAU COUNTY "ACCORD" OR OTHER BLANK CERTIFICATES ARE NOT ACCEPTABLE UNLESS ACCOMPANIED BY A LETTER OF TRANSMITTAL FROM THE COMPANY PROVIDING COVERAGE.

SCHOOL CALENDARS:

SCHOOL YEAR

A. THE CONTRACTOR AGREES TO CONFORM TO THE SEVERAL SCHOOL CALENDARS AND DAILY AND HOURLY TIME SCHEDULES OF THE VARIOUS SCHOOLS INVOLVED. THIS CONTRACT CALLS FOR NO LESS THAN 180 DAYS OF OPERATION DURING THE TEN MONTH SCHOOL PROGRAM AND NO LESS THAN 30 DAYS OF OPERATION FOR THE SUMMER PROGRAM. CALENDARS SHALL BE FURNISHED PRIOR TO EACH SCHOOL OPENING.

B. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN THE SCHOOL CALENDARS OF ALL SCHOOLS COVERED BY THIS CONTRACT FROM THE TRANSPORTATION MANAGEMENT COMPANY (TMC), AND FURTHER TO ADHERE TO THESE CALENDARS AT ALL TIMES UNLESS NOTIFIED BY THE TMC. THIS SHALL INCLUDE ANY SPECIAL SCHEDULES FOR SHORTENED SESSION FOR ALL SCHOOLS COVERED BY THIS CONTRACT.

C. THE COUNTY OF NASSAU RESERVES THE RIGHT TO CHANGE THE SCHOOL HOURS OF ANY OR ALL GRADES, OR OF ANY OR ALL SCHOOLS AT ANY TIME PRIOR TO THE ISSUANCE OF THE CONTRACT AND AT ANY TIME THEREAFTER. THE COUNTY OF NASSAU RESERVES THE RIGHT TO ADD DESTINATION SCHOOLS AND TO CHANGE DESTINATION SCHOOLS, SCHOOL CALENDARS, STUDENT POPULATION, AND TIME SCHEDULES AS THE NEED MAY ARISE.

D. THE COUNTY OF NASSAU AND/OR THE TMC MAY PROVIDE THE CONTRACTOR WITH SCHEDULES AND ROUTES FOR THE TRANSPORTATION SERVICE. IT IS ANTICIPATED THAT THE CONTRACTOR WILL GENERALLY PREPARE SCHEDULES AND ROUTES AND SUBMIT SAME FOR REVIEW AND APPROVAL BY THE TMC NO LATER THAN AUGUST 15TH FOR THE FALL SCHOOL PROGRAM AND NO LATER THAN JUNE 15TH FOR THE SUMMER PROGRAM.

SAFETY REGULATIONS:

THE CONTRACTOR SHALL COMPLY WITH ALL NEW YORK STATE, COUNTY AND TOWN RULES AND REGULATIONS. THE CONTRACTOR MUST SECURE THE NECESSARY PERMITS TO RIDE ON THE PARKWAYS. THE CONTRACTOR SHALL COMPLY WITH ALL RULES AND REGULATIONS REGARDING DRIVER, MONITORS, SAFETY DEVICES AND TRAINING OF THE NEW YORK STATE EDUCATION DEPARTMENT AND THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION. THE CONTRACTOR'S ATTENTION IS ESPECIALLY DIRECTED TO THE SAFETY LOAD REQUIREMENTS OF THE APPROPRIATE AGENCIES OF THE STATE OF NEW YORK. THE LEGAL CARRYING CAPACITY OF THE BUS SHALL NEVER BE EXCEEDED. THE CONTRACTOR SHALL COMPY WITH ANY ADDITIONAL RULES AND REGULATIONS BY THE NYSDOH AND OR CDC THAT MAY BE ENACTED DURING A PUBLIC HEALTH EMERGENCY.

GENERAL SAFETY:

THE SUCCESSFUL CONTRACTOR SHALL SATISFY THE COUNTY OF NASSAU THAT THE STUDENTS SHALL BE CONVEYED SAFELY. THE DUTIES AND OBLIGATIONS IN RELATION THERETO PURSUANT TO THIS CONTRACT SHALL BE PERFORMED FAITHFULLY BY THE SAID CONTRACTOR WHO SHALL, AT ALL TIMES, EXERCISE PROPER SUPERVISION OVER ALL BUS DRIVERS. DEFENSIVE DRIVING SHALL BE TAUGHT TO AND PRACTICED BY ALL DRIVERS OF BUSES UTILIZED TO PROVIDE SERVICE UNDER THIS CONTRACT. THE CONTRACTOR SHALL ALSO IMPRESS UPON THE DRIVERS THAT THEY SHALL COOPERATE WITH THE TMC, THE SCHOOL AUTHORITIES, PUBLIC OFFICIALS AND PARENTS WHO ALSO HAVE RESPONSIBILITY FOR SAFELY TRANSPORTING THE CHILDREN.

SAFETY PRACTICES:

EACH BUS DRIVER MUST OBSERVE THE FOLLOWING RULES OF SAFETY. ANY DRIVER NOT COMPLYING WITH THESE RULES AND OTHER LEGAL MANDATES IS SUBJECT TO DISMISSAL BY THE CONTRACTOR, UPON REQUEST FOR SUCH DISMISSAL BY THE COUNTY OF NASSAU AND/OR THE TMC.

A. **SCHOOL BUS PASSING LAW:** THE DRIVER SHALL NOT RELY ON ANY MOTORIST TO OBSERVE THE SCHOOL BUS PASSING LAW BUT MUST BE SO CAUTIOUS THAT THE CHILDREN ARE SAFE EVEN IF A MOTORIST VIOLATES THE LAW. IT IS THE DUTY OF EACH DRIVER TO REPORT VIOLATION OF THE SCHOOL BUS PASSING LAW.

B. **CHILDREN LEAVING THE BUS:** NO CHILD IS PERMITTED TO DISEMBARK FROM THE BUS UNLESS ESCORTED BY A PARENT OR AUTHORIZED ADULT.

C. IT IS THE DRIVERS RESPONSIBILITY TO BE CERTAIN THAT ALL CHILDREN HAVE LEFT THE BUS AT THE END OF EACH RUN (AT DESTINTATION FACILITY OR HOME). CHECK ALL AREAS OF THE VEHICLE FOR SLEEPING CHILDREN.

D. BUSSES ARE PROHIBITED FROM GOING DOWN DEAD-END STREETS, LOOP STREETS, AND CUL-DE-SACS

DRIVERS:

A. EACH REGULAR OR SUBSTITUTE BUS DRIVER MUST BE NO LESS THAN 21 YEARS OF AGE AND MUST BE IN COMPLIANCE WITH ALL RULES, REGULATIONS AND SECTION OF ARTICLE 19A. IN ADDITION, ALL REGULAR AND SUBSTITUTE DRIVERS MUST BE IN COMPLIANCE WITH AND HAVE A COMMERCIAL DRIVERS LICENSE (CDL) WITH A PASSENGER ENDORSEMENT ("P" ENDORSEMENT). ALL DRIVERS CURRENTLY EMPLOYED BY THE CONTRACTOR MUST HAVE SUCCESSFULLY COMPLETED AN APPROVED 20-HOUR STATE EDUCATION COURSE. ALL DRIVERS HIRED AFTER THE START OF THE CONTRACT MUST BE ENROLLED IN AN APPROVED 20-HOUR STATE ED COURSE WITHIN THE FIRST 20 DAYS OF EMPLOYMENT WITH COMPLETION IN 6 MONTHS.

B. EACH REGULAR OR SUBSTITUTE BUS DRIVER SHALL BE EXAMINED BY A PHYSICIAN PRIOR TO THE BEGININNG OF SERVICE. AN EXAMINATION TO DETERMINE THE PHYSICAL CONDITION OF EACH DRIVER SHALL BE REPORTED BY THE PHYSICIAN ON A FORM PRESCRIBED BY THE COMMISSIONER OF EDUCATION WHICH COMPLIES WITH THE REQUIREMENTS OF ARTICLE 19A OF THE VEHICLE AND TRAFFIC LAW AND SECTION 156.3 OF THE REGULATIONS OF THE COMMISSIONER OF EDUCATION. SUCH PHYSCIAL EXAMINATION SHALL BE CONDUCTED WITHIN FOUR WEEKS PRIOR TO THE BEGININNG OF SERVICE IN EACH SCHOOL YEAR. CONTRACTORS ARE REQUIRED TO PROVIDE A COPY OF SEC. 6.11 & 6.12 OF ARTICLE 19A TO ALL PHYSICIANS USED FOR DRIVERS' PHYSICALS.

C. EACH REGULAR OR SUBSTITUTE BUS DRIVER MUST SUBMIT AN APPLICATION FOR A POSITION ON A FORM PRESCRIBED BY THE COMMISSIONER OF EDUCATION WHICH COMPLIES WITH THE REQUIREMENTS OF ARTICLE 19A OF THE VEHICLE AND TRAFFIC LAW AND SECTION 156.3 OF THE REGULATIONS OF THE COMMISSIONER OF EDUCATION. THE APPLICATION MUST BE SUBMITTED ANNUALLY TO THE DEPARTMENT/TMC FOR APPROVAL. NO REGULAR OR SUBSTITUTE DRIVER IS TO BE ASSIGNED TO PERFORM ANY PART OF THIS CONTACT PRIOR TO SUCH APPROVAL BY THE DEPARTMENT/TMC.

D. EACH REGULAR OR SUBSTITUTE BUS DRIVER MUST SUBMIT AN ANNUAL REPORT OF HIS DRIVING RECORD FOR REVIEW AND APPROVAL BY THE DEPARTMENT/TMC ON A FORM PRESCRIBED BY THE COMMISSIONER OF EDUCATION WHICH COMPLIES WITH THE REQUIREMENTS OF ARTICLE 19A OF THE VEHICLE AND TRAFFIC LAW AND SECTION 156.3 OF THE REGULATIONS OF THE COMMISSIONER OF EDUCATION.

E. THE CONTRACTOR MUST PROPERLY INVESTIGATE THE ABILITY AND CHARACTER OF ALL BUS DRIVERS (REGULAR AND SUBSTITUTE) AND MUST CERTIFY THEM TO THE DEPARTMENT/TMC. THE INVESTIGATION MUST INCLUDE A CRIMINAL BACKGROUND CHECK AND FINGERPRINTING OF ALL DRIVERS AND MONITORS TO BE UTILIZED IN COMPLIANCE WITH LOCAL LAW 6-1995. THE CONTRACTOR MUST SUBMIT TO THE TMC A COMPLETE LIST OF ALL ACCIDENTS DURING THE PAST THREE YEARS FOR ANY BUS DRIVER TO BE ASSIGNED TO THIS CONTRACT PRIOR TO THE START OF SERVICE IN SEPTEMBER, FOR THE SCHOOL YEAR. SUCH LISTS ARE TO BE PREPARED BY AND ON THE STATIONARY

OF THE CONTRACTOR'S INSURANCE CARRIER.

F. DRIVING ABSTRACTS MUST BE PROVIDED TO THE TMC BY THE CONTRACTOR, ON EACH DRIVER EMPLOYED BY THE CONTRACTOR FOR HANDICAPPED STUDENT TRANSPORTATION, ON OFFICIAL STATIONERY OF THE MOTOR VEHICLE BUREAU PRIOR TO THE START OF EMPLOYMENT.

G. DRIVERS SHALL OTHERWISE COMPLY WITH ALL REQUIREMENTS OF ARTICLE 19A AND THE REGULATIONS OF THE COMMISSIONER OF EDUCATION IN ADDITION TO ALL OTHER REGULATIONS OR STATUTES TO WHICH SUCH DRIVER MUST BE SUBJECT. THE COUNTY AND/OR THE TMC RESERVES THE RIGHT TO REJECT OR REQUIRE REPLACEMENT OF DRIVERS WITHOUT BEING LIMITED TO CONSIDERATIONS OF HEALTH AND DRIVING RECORD.

H. THE CONTRACTOR SHALL MAINTAIN REASONABLE PRECAUTIONS TO SEE THAT HE IS INFORMED AS TO THE ON OR OFF-THE-JOB INVOLVEMENT'S OF EMPLOYEES. SHOULD IT THEREBY COME TO THE ATTENTION OF THE CONTRACTOR THAT ANY EMPLOYEE HAS BEEN, OR IS REPUTED TO HAVE BEEN, INVOLVED IN ANY CRIME OR ACT WHICH MIGHT RAISE ANY DOUBTS AS TO HIS FITNESS FOR WORK WITH CHILDREN, IT SHALL BE THE DUTY OF THE CONTRACTOR TO IMMEDIATELY INVESTIGATE SUCH ACT(S) OR ALLEGATION(S). OF PARTICULAR IMPORTANCE WOULD BE MORAL CRIMES OR AUTOMOBILE ACCIDENTS.

I. THE CONTRACTOR SHALL REGISTER WITH THE NYS DMV'S BUS DRIVER UNIT (BDU) AS A CONTRACT HOLDER. THE CONTRACTOR SHALL REGISTER ITS COUNTY CONTRACT WITH THE NYSDOH BUREAU OF EI AND CLEAR ALL DRIVERS AND MONITORS THROUGH THE NEW YORK STATE CENTRAL REGISTRY. THE CONTRACTOR MUST RECEIVE A SATISFACTORY RESPONSE BEFORE ANY ROUTES BEGIN. DRIVERS AND MONOTORS SHALL BE CLEARED ANNUALLY THEREAFTER.

J. IT SHALL BE THE DUTY OF A MONITOR TO ASSIST THE DRIVER IN THE SUPERVISION OF THE CHILDREN WHILE THE VEHICLE IS IN TRANSIT. FOR THIS PURPOSE, THE MONITOR SHALL SIT IN THE REAR OF EACH VEHICLE SO THAT STUDENTS ARE FULLY SUPERVISED.

K. BUS DRIVER SHALL BE REQUIRED TO REPORT TO THEIR SUPERVISORS ANY UNUSUAL INCIDENT OR ANY ACCIDENT WHILE TRANSPORTING STUDENTS TO OR FROM THE DESTINATION FACILITY ON THE DAY THEY OCCUR. THE CONTRACTOR SHALL BE REQUIRED TO SUBMIT A WRITTEN REPORT TO THE TMC ON A FORM PRESCRIBED BY THE COMMISSIONER OF EDUCATION WHICH COMPLIES WITH THE REQUIREMENTS OF ARTICLE 19A OF THE VEHICLE AND TRAFFIC LAW AND SECTION 156.3 OF THE REGULATIONS FOR THE COMMISSIONER OF EDUCATION OR A FORM MUTUALLY AGREED UPON BY THE TMC AND THE CONTRACTOR.

L. MEDICALS, DRIVER APPLICATIONS, RENEWAL FORMS, IF APPLICABLE, DRIVING RECORDS, CHARACTER REFERENCES, LIST OF ACCIDENTS, AND DRIVING ABSTRACTS MUST BE FILED WITH THE TMC TWO WEEKS PRIOR TO START OF TRANSPORTATION.
ALL REPLACEMENT AND SUBSTITUTE DRIVERS' REQUIRED PAPERS, AS OUTLINED ABOVE, MUST ALSO BE FILED WITH THE TMC PRIOR TO THEIR ASSIGNMENT TO ANY CONTRACTED VEHICLE FOR HANDICAPPED STUDENT TRANSPORTATION.

M. ALL RUNS SHALL HAVE A STEADY DRIVER, VEHICLE, AN APPROVED MONITOR AND A SUFFICIENT AMOUNT OF EXPERIENCED SUBSTITUTES TO COVER BOTH DRIVER AND MONITOR. ALL DRIVERS AND MONITORS SHALL BE INFORMED THAT IN CASE OF AN EMERGENCY AND RADIO CONTACT CANNOT BE MADE, THAT 911 IS TO BE CALLED.

N. THERE SHALL BE NO PRIVATE AGREEMENTS MADE BETWEEN DRIVERS AND PARENTS THAT MAY ALTER THE ASSIGNED ROUTE. ALL REQUESTS FOR ANY CHANGES SHALL BE MADE THROUGH THE SCHOOL, THE TMC AND THE CONTRACTOR.

O. IN CASES OF OPEN RUNS (NO DRIVER ASSIGNED OR THE DRIVER LEAVES THE EMPLOY OF THE CONTRACTOR), THE RUN SHALL BE COVERED BY AN EXPERIENCED SUBSTITUTE, WHO WILL REMAIN

ON RUN UNTIL SUCH TIME AS THE NEW DRIVER KNOWS THE RUN THOROUGHLY.

P. DRY RUNS MUST BE MADE FOR ALL SCHOOLS PRIOR TO OPENING SESSIONS IN SEPTEMBER AND JULY, ALSO WHENEVER A ROUTE CHANGES AFFECTING PICK-UP AND DROP-OFF SCHEDULES, PARENTS/GUARDIANS MUST BE NOTIFIED OF APPROXIMATE PICK-UP TIMES FOR THEIR CHILDREN. A LIST OF PARENT/GUARDIAN NOTIFICATION, WITH TIME, DATE AND SIGNATURE OF PERSON(S) NOTIFIED MUST BE SUBMITTED TO THE TMC FIVE BUSINESS DAYS PRIOR TO THE START OF THE SCHOOL YEAR. IN CASES WHERE DIRECT NOTIFICATION CANNOT BE MADE, TELEPHONE NOTIFICATION MUST BE MADE. THE TIME, DATE AND NAME OF THE PERSON (S) NOTIFIED WILL BE SUBMITTED AS ABOVE, SIGNED BY THE PERSON MAKING SAID NOTIFICATION.

Q. THE CONTRACTOR MUST CERTIFY THAT ALL DRIVERS ARE DRUG AND ALCOHOL FREE. DRUG AND ALCOHOL TESTING MUST BE ADMINISTERED TO ALL OPERATORS ON THE FOLLOWING BASIS: PRE-EMPLOYMENT, POST ACCIDENT, REASONABLE CAUSE AND RANDOM. THIS CERTIFICATION MUST BE SUBMITTED ON A FORM THAT IS MUTUALLY AGREED ON BY THE TMC AND THE CONTRACTOR.

R. BASELINE TUBERCULOSIS ASSESSMENT FOR PRE-EMPLOYMENT (BLOOD TEST) UNLESS PREVIOUSLY DOCUMENTED PREVIOUS POSITIVE TEST AND NEGATIVE CHEST X-RAY ON FILE. THEREAFTER, ANNUAL HEALTH SELF-ASSESSMENT THAT INCLUDES TB RISK ASSESSMENT AND SYMPTOM REVIEW SIGNED BY HEALTH CARE PROVIDER.

DUTIES AND CONDUCT OF DRIVERS

A. DRIVERS SHALL BE FAMILIAR WITH THE VEHICLE AND TRAFFIC LAW, REGULATIONS OF THE COMMISSIONER OF MOTOR VEHICLES AND REGULATIONS OF THE COMMISSIONER OF EDUCATION PERTAINING TO STUDENT TRANSPORTATION.

B. DRIVERS SHALL BE REQUIRED TO COOPERATE FULLY WITH THE DEPARTMENT/TMC IN ASSURING THAT STUDENTS SHALL COMPLY WITH DEPARTMENT/TMC STANDARDS OF BEHAVIOR AND SHALL REPORT DISCIPLINARY PROBLEMS PROMPTLY TO THE TMC MANAGEMENT OFFICE.

C. DRIVERS SHALL REPORT ALL ACCIDENTS, CHARGES OF MOTOR VEHICLE INFRACTIONS OR VIOLATIONS OR UNUSUAL SITUATIONS AND OR TRIP INTERRUPTIONS TO THE DEPARTMENT/TMC (ON APPROVED FORMS).

D. BUS DRIVERS SHALL WEAR A BUS UNIFORM WHICH MAY CONSIST OF A SHIRT, SWEATER OR JACKET.

E. BUS DRIVERS SHALL NOT SMOKE, EAT, DRINK ANY LIQUID, BE UNDER THE INFLUENCE OF A CONTROLLED SUBSTANCE OR MEDICATION, OR PERFORM ANY ACT, OR CONDUCT THEMSELVES IN ANY MANNER WHICH MAY IMPAIR THE SAFE OPERATION OF A VEHICLE WHILE SUCH VEHICLE IS TRANSPORTING STUDENTS.

F. ALL VEHICLES MUST BE SECURED IN A BUS YARD AT THE END OF EVERY ROUTE. NO BUSES ARE PERMITTED TO BE TAKEN HOME AT THE END OF THE DAY.

G. DRIVERS ARE REQUIRED TO BE IN THE BUS DURING THE LOADING AND UNLOADING OF PASSENGERS TO SUPERVISE SUCH LOADING AND UNLOADING. BUSES ARE NEVER TO BE LEFT UNATTENDED ON SCHOOL PROPERTY UNLESS THE IGNITION IS OFF, EMERGENCY BRAKE ON, BUS DOORS CLOSED AND IGNITION KEYS IN DRIVER'S POSSESSION AT ALL TIMES.

H. DRIVERS ARE REQUIRED TO CHECK ALL SEATS ON THE BUS EVERY TRIP, AFTER UNLOADING STUDENTS, TO ENSURE THAT CHILDREN OR ARTICLES HAVE NOT BEEN LEFT ON THE VEHICLE.

I. DRIVERS SHALL NOT DISEMBARK FROM THE SCHOOL BUS WHEN CHILDREN ARE INSIDE EXCEPT IN CASE OF EMERGENCY; AND IN SUCH CASE BEFORE LEAVING HIS/HER SEAT THE DRIVER SHALL STOP THE MOTOR, LEAVE THE TRANSMISSION IN PARK, SET THE AUXILIARY BRAKE AND REMOVE THE IGNITION KEY.

J. DRIVERS OR MONITORS ARE REQUIRED TO ASSIST CHILDREN WHILE EMBARKING AND DISEMBARKING FROM VEHICLE.

K. DRIVERS OR MONITORS ARE REQUIRED TO BUCKLE OR UNBUCKLE THE CHILDREN'S CAR SEATS AND/OR SEAT BELT.

L. DRIVERS SHALL ADMIT AND DISCHARGE ONLY AUTHORIZED PASSENGERS AND ONLY AT DESIGNATED BUS STOPS. THEY SHALL COOPERATE FULLY IN ALL STUDENT ACCOUNTING SYSTEMS ESTABLISHED BY THE DEPARTMENT/TMC. CHILDREN OF DRIVERS SHALL NOT BE PERMITTED TO RIDE BUSES UNLESS THEY ARE STUDENTS ASSIGNED TO THE PARTICULAR RUN.

M. DRIVERS AND/OR MONITORS WILL BE REQUIRED TO KEEP A SEATING CHART AND COMPLETE ACCURATE DAILY ATTENDANCE LOGS AS WELL AS TRANSPORTATION FORMS REGARDING MILEAGE, STUDENTS, TIMES BETWEEN STOPS AND ALL OTHER FORMS AT TIMES AS SHALL BE STIPULATED BY THE DEPARTMENT/TMC.

N. IF AT ANY TIME, THE CONTRACTOR USES A DRIVER, IN THE PERFORMANCE OF THIS CONTRACT, WHO HAS NOT BEEN APPROVED BY THE DEPARTMENT/TMC PRIOR TO THE START OF SERVICE, THE CONTRACTOR IS LIABLE IN THE SUM OF THREE HUNDRED DOLLARS ($300.00) FOR EACH RUN DRIVEN BY SAID DRIVER, IN ACCORDANCE WITH SECTION "LIQUIDATED DAMAGES".

O. A LEAD DRIVER OR LIASON SHALL BE APPOINTED BY THE CONTRACTOR AS THE POINT OF CONTACT FOR ALL COMMUNICATIONS WITH PROVIDER SCHOOLS FOR ALL SESSIONS.

DRIVER TRAINING

EACH BUS DRIVER EMPLOYED BY THE CONTRACTOR SHALL HAVE RECEIVED AT LEAST TWO HOURS OF INSTRUCTION ON SCHOOL BUS SAFETY PRACTICES, INCLUDING TRAINING AND SAFETY PRACTICES RELATED TO A PUBLIC HEALTH CONCERN (I.E. COVID). BEFORE TRANSPORTING STUDENTS. EACH DRIVER OF A VEHICLE TRANSPORTING HANDICAPPED STUDENTS EXCLUSIVELY WHO IS INITIALLY EMPLOYED SUBSEQUENT TO JANUARY 1, 1976, SHALL HAVE RECEIVED AN ADDITIONAL HOUR OF INSTRUCTION CONCERNING THE SPECIAL NEEDS OF A HANDICAPPED STUDENT. DURING THE FIRST YEAR OF EMPLOYMENT, EACH DRIVER SHALL COMPLETE A COURSE OF INSTRUCTION IN SCHOOL BUS SAFETY PRACTICES APPROVED BY THE DEPARTMENT, THAT SHALL INCLUDE TWO HOURS OF INSTRUCTION CONCERNING THE SPECIAL NEEDS OF A HANDICAPPED STUDENT WHICH MAY REQUIRE ALL DRIVERS AND MONITORS TO ATTEND TRAINING SEMINARS CONDUCTED BY EACH SCHOOL THEY SERVICE. ALL SCHOOL BUS DRIVERS SHALL RECEIVE A MINIMUM OF TWO HOURS OF REFRESHER INSTRUCTION IN SCHOOL BUS SAFETY AT LEAST TWO TIMES A YEAR, AT SESSIONS CONDUCTED PRIOR TO THE FIRST DAY OF SCHOOL AND PRIOR TO FEBRUARY 1ST OF EACH YEAR. REFRESHER COURSES FOR DRIVERS OF VEHICLES TRANSPORTING HANDICAPPED STUDENTS EXCLUSIVELY SHALL ALSO INCLUDE INSTRUCTION RELATING TO THE SPECIAL NEEDS OF A HANDICAPPED STUDENT. CONTRACTORS SHALL CONFORM TO ANY CHANGES MADE BY REGULATORY AGENCIES PERTAINING TO THE INSTRUCTION OF BUS DRIVERS, INCLUDING THE CDC AND NYSDOH.

DRIVERS/MONITORS/AIDES ASSIGNMENT

A. EACH SUCCESSFUL BIDDER SHALL SUBMIT TO THE TMC THE NAMES OF BUS DRIVERS/MONITORS/AIDES, AND THE ROUTE AND BUS NUMBER TO WHICH THEY HAVE BEEN ASSIGNED, PRIOR TO THE START OF SERVICE. THE TMC MUST MEET AND APPROVE EACH BUS DRIVER AND MONITOR.

B. MONITORS ARE REQUIRED ON EVERY ROUTE AND THE CONTRACTOR SHALL PROVIDE ALL MONITORS, ASSIGNED TO DEPARTMENT ROUTES, A TWO-HOUR SEMINAR WHICH WILL INCLUDE THE SUPERVISION OF HANDICAPPED CHILDREN. THIS SEMINAR MUST MEET THE APPROVAL OF THE DEPARTMENT/TMC AND INCLUDE TRAINING AND SAFETY PRACTICES RELATED TO A PUBLIC HEALTH CONCERN (I.E. COVID). THE MINIMUM AGE OF MONITORS SHALL BE 19 YEARS OLD.

C. ALL APPROVED MONITORS SHALL START THEIR ASSIGNED ROUTES WITH THE DRIVER AT THE YARD WHERE THE ROUTE ORIGINATES FROM.

D. IN THE EVENT THAT THE MONITOR/DRIVER TRAINING SEMINARS ARE INCREASED TO MORE THAN TWO HOURS, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT ALL MONITORS COMPLY WITH ADDITIONAL TRAINING. IN THE EVENT THAT SCHOOLS WITHIN THE PROGRAM HOLD DRIVER/MONITOR ORIENTATIONS, THE CONTRACTOR MUST COMPLY.

E. ALL DRIVERS/MONITORS/AIDES MUST BE FINGERPRINTED IN ACCORDANCE WITH LOCAL LAW 6-1995.

F. ALL DRIVERS/MONITORS/AIDES MUST BE GIVEN AN ANNUAL PHYSICAL UTILIZING THE SAME PROCEDURES AND FORMS REQUIRED FOR DRIVERS UNDER ARTICLE 19A.

G. BASELINE TUBERCULOSIS ASSESSMENT FOR PRE-EMPLOYMENT (BLOOD TEST) UNLESS PREVIOUSLY DOCUMENTED PREVIOUS POSITIVE TEST AND NEGATIVE CHEST X-RAY ON FILE. THEREAFTER, ANNUAL HEALTH SELF-ASSESSMENT THAT INCLUDES TB RISK ASSESSMENT AND SYMPTOM REVIEW SIGNED BY HEALTH CARE PROVIDER.

H. THE TMC MAY HAVE APPROXIMATELY TWO MEETING PER YEAR AND ALL DRIVERS/MONITORS/AIDES ARE REQUIRED TO ATTEND.

ROUTES

A. THE BUS ROUTES AND SCHEDULES, AS MAY BE DISCUSSED IN ANY PART OF THIS BID PROPOSAL OR IN ANY ITEMS INCORPORATED HEREIN, OR ATTACHED HERETO, ARE ONLY TENTATIVE AND THE TMC RESERVES THE RIGHT TO MAKE CHANGES, ADDITIONS, DELETIONS AT ANY TIME AS IT CONSIDERS IN THE BEST INTEREST OF THE STUDENTS SERVED BY THE COUNTY.

B. TRANSPORTATION OF PARENTS BY THE CONTRACTOR IS STRICTLY PROHIBITED, UNLESS SPECIFICALLY REQUESTED BY THE DEPARTMENT OF HEALTH.

C. THE CONTRACTOR WILL BE REQUIRED TO PREPARE DAILY BUS SCHEDULES, ROUTING DATA FORMS AND MONTHLY STUDENT ATTENDANCE REPORTS AS REQUIRED, IN ACCORDANCE WITH DIRECTIVES FROM THE TMC.

D. ADDITIONAL STUDENTS SHALL BE TRANSPORTED WITHIN 72 HOURS OF THE TIME THAT AUTHORIZATION HAS BEEN RECEIVED FROM THE TMC.

E. IN THE EVENT OF ROUTE CHANGES, THE CONTRACTOR WILL BE REQUIRED TO NOTIFY THE TMC, THE PARENTS AND SCHOOLS INVOLVED NO LESS THAN 24 HOURS PRIOR TO THE START OF SAID CHANGES, AND PROVIDE START DATE, PICK-UP TIME, ROUTE NO. AND BUS NO.

F. ROUTES SHOULD BE ESTABLISHED SO AS TO BE THE MOST EFFICIENT AND COST EFFECTIVE TO THE COUNTY WHILE STILL PROVIDING SAFE AND RELIABLE SERVICE.

G. ROUTES MAY BE STRUCTURED TO REQUIRE THE PICK-UP AND DROP-OFF OF STUDENTS AT MORE THAN ONE DESTINATION FACILITY.

H. CO-MINGLING OF STUDENTS FROM OTHER CONTRACTS IS PROHIBITED.

I. IN ADDITION, THE CONTRACTOR MUST PROVIDE AS REQUIRED BY THE TMC COMPUTER-GENERATED INFORMATION PERTAINING TO ALL CHILDREN AND ROUTES, INCLUDING STUDENT ALPHA LISTS BY NAME AND SCHOOL SHOWING NAME, ROUTE# (A.M. & P.M.) ADDRESS ETC. ROUTE LIST SHOWING NAME, P/U OR D/O LOCATIONS, DRIVER ASSIGNED ETC. AND ROUTE MAPS. THE FORMAT MUST BE APPROVED BY THE TMC. THE CONTRACTOR MUST INFORM THE TMC WHEN A CHILD IS NOT ON THE BUS FOR 5, 10, 15 AND 20 DAYS CONSECUTIVELY.

EQUIPMENT

EQUIPMENT USED FOR THIS CONTRACT MUST NOT BE MORE THAN SEVEN YEARS OLD DURING ANY SCHOOL YEAR. EXAMPLE; 2022/23 SCHOOL YEAR, 2015 VEHICLE, 2023/24 SCHOOL YEAR, 2016 VEHICLE ETC.

WHEN ORDERING EQUIPMENT FOR THIS CONTRACT THE EQUIPMENT VENDOR MUST CERTIFY IN WRITING THAT THE EQUIPMENT HAS BEEN ORDERED. IF THE ORDER IS CHANGED OR CANCELED THE VENDOR MUST NOTIFY THE TMC IMMEDIATELY.

THE CONTRACTOR SHALL PROVIDE TO THE TMC AS SOON AS POSSIBLE (BUT NOT LATER THAN AUGUST 1, 2026, A LIST OF THE VEHICLES TO BE USED TO FULFILL THE CONTRACT. THIS LIST SHALL BE REVISED, BY THE CONTRACTOR, DURING THE DURATION OF THE CONTRACT AS ROUTES ARE ADDED. SUCH LISTS SHALL INCLUDE MAKE, YEAR, AND APPROVED SEATING CAPACITY.

SHOULD THERE BE A NEED FOR INTERIM OR SUBSTITUTE EQUIPMENT AT ANY TIME DURING THE TERM OF THIS AGREEMENT, SUCH SUBSTITUTE EQUIPMENT MUST BE APPROVED BY THE TMC AND THE COUNTY PRIOR TO USE BY THE CONTRACTOR (VEHICLE SPECIFICATIONS).

VEHICLE SPECIFICATIONS

THE VANS AND WHEELCHAIR VANS USED IN THIS CONTRACT MUST BE MODEL YEAR 2019 OR NEWER, SEAT 12 ADULTS/16 CHILDREN (EXCEPT W/C VANS WHICH SHALL ACCOMMODATE 4 WHEELCHAIR AND A MINIMUM OF 4 AMBULATORY FORWARD FACING AND SHALL MEET OR EXCEED N.Y.S. DEPARTMENT OF TRANSPORTATION, FEDERAL, N.Y.S. EDUCATION COMMISSIONER, LOCAL AND COUNTY REQUIREMENTS.

ALL VEHICLES USED FOR THIS CONTRACT MUST HAVE A FRONT AND REAR AIR CONDITIONING SYSTEM OR A REAR AIR CONDITIONING SYSTEM WITH A/C DUCTS IN THE FRONT AND REAR OF THE VEHICLE FOR EQUAL DISTRIBUTION OF THE COLD AIR. THE SYSTEM USED MUST BE A TOTAL MINIMUM B.T.U.'S OF 38, 000 A/C SYSTEMS MUST BE FULLY OPERATIONAL FROM APRIL 1ST – NOVEMBER 1ST.

A. ALL VEHICLES TO BE USED AND ALL TRANSPORTATION OPERATIONS MUST COMPLY WITH THE REGULATIONS OF THE NEW YORK STATE DEPARTMENT OF EDUCATION, THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION, THE NEW YORK STATE DEPARTMENT OF MOTOR VEHICLES, AS WELL AS COMPLY WITH AND SATISFY ALL STATE OF NEW YORK AND LOCAL GOVERNMENTS THAT ARE DEEMED TO BE APPLICABLE TO THIS CONTRACT BY THE DEPARTMENT AND SHALL MEET ALL THE 1977 FEDERAL SAFETY STANDARDS AS REFLECTED IN TITLE 49 CODE OF FEDERAL REGULATIONS 571, AND SPECIFICALLY STANDARDS NO. 105,111, 217, 220, 221, 222A AND 301 AND IN LINE WITH GUIDANCE FROM THE CDC AND NYSDOH, MUST BE DISINFECTED AT A MININIMUM , AFTER EACH USE. SPARE VEHICLES AS

IDENTIFIED IN THE R.F.B. MUST ALSO COMPLY WITH THE ABOVE.

B. ALL BUSES MUST BE PAINTED NATIONAL SCHOOL BUS CHROME YELLOW.

C. ALL BUSES SHALL BE IDENTIFIED IN ACCORDANCE WITH EXISTING RULES, REGULATIONS AND LAWS OF THE STATE OF NEW YORK.

D. EVERY VEHICLE OPERATING UNDER THIS CONTRACT WILL CONFORM TO STATE DEPARTMENT OF TRANSPORTATION REGULATIONS AND CARRY AN APPROVED FIRST AID KIT INCLUDING BODY FLUID KIT AND GLOVES, FIRE EXTINGUISHER AND SEAT BELT CUTTER REGARDLESS OF VEHICLE CAPACITY.

E. VEHICLES USED TO FULFILL THIS CONTRACT SHALL HAVE ON THE RIGHT-SIDE PASSENGER WINDOW A SIGN CONTAINING THE ROUTE NUMBER OF THE BUS OR THE DESTINATION (HOME/SCHOOL) THAT THE BUS IS SERVING. SPECIFIC INSTRUCTIONS WILL BE GIVEN TO THE CONTRACTOR FOR EACH ROUTE BY THE TMC.

F. ALL VEHICLES (INCLUDING SPARES) MUST BE EQUIPPED WITH A FLAG SYSTEM OR ELECTRONIC NOTIFICATION SYSTEM THAT IDENTIFIES WHEN CHILDREN ARE ON BOARD AND WHEN THE BUS IS EMPTY. SUCH SYSTEM MUST BE APPROVED BY THE TMC PRIOR TO IMPLEMENTATION.

G. ALL VEHICLES MUST BE CLEAN INSIDE AND OUTSIDE. EXTERIORS MUST BE WASHED AT LEAST ONCE A WEEK AND INTERIORS SWEPT DAILY.

GPS ENABLED VEHICLE SYSTEM RECOMMENDED

A. ALL VEHICLES MUST BE EQUIPPED WITH A GPS (GLOBAL POSITIONING SYSTEM) ENABLED VEHICLE TRACKING SYSTEM. THIS SYSTEM SHOULD PROVIDE ACCURATE, HISTORICAL, REAL TIME VEHICLE LOCATION AND ROUTE DATA. THIS SYSTEM SHOULD HAVE THE ABILITY TO GENERATE REPORTS AS REQUESTED BY THE COUNTY OR THE TMC.

B. THE CONTRACTOR IS REQUIRED TO GIVE THE TMC FULL AND TOTAL REMOTE AUTHORIZED ACCESS TO THE GLOBAL POSITIONING SYSTEM FOR THE PURPOSE OF MONITORING VEHICLE MOVEMENTS IN REAL TIME. ACCESS TO THE GPS SYSTEM SHALL BE MAINTAINED BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE WITH NO ADDITIONAL COST TO THE COUNTY OR THE TMC.

VIDEO CAMERA SYSTEM

ALL VEHICLES MUST BE EQUIPPED WITH A VIDEO IMAGING SYSTEM AND WORKING AUDIO SYSTEM. THE SYSTEM WILL BE PLACED IN A POSITION THAT WILL RECORD IMAGES AND SOUND OF ALL ACTIVITY IN THE INTERIOR OF THE BUS CABIN AS WELL AS VIEWING THE ROADWAY AHEAD OF THE BUS (FORWARD FACING), WHEN THE BUS IS IN SERVICE. ALL RECORDINGS WILL BE STORED FOR 6 MONTHS AND KEPT AVAILABLE FOR VIEWING AND LISTENING AT THE REQUEST OF THE COUNTY OR THE TMC. THE VIDEO AND AUDIO RECORDING SYSTEM WILL BE MAINTAINED BY THE CONRTACTOR AT THE CONTRACTOR'S EXPENSE WITH NO ADDITIONAL COST TO THE COUNTY. IF A VIDEO IS REQUESTED, IT MUST BE SENT WITHIN 24 HOURS.

SPARE VEHICLES

A. ALL SPARE VEHICLES TO BE USED IN THE PERFORMANCE OF THE CONTRACT SHALL MEET THE VEHICLE SPECS AND REQUIREMENTS SET FORTH IN THIS BID.

B. SPARE VEHICLES IN THE AMOUNT OF 10% OF FLEET TOTAL SHALL BE PROVIDED TO ENSURE 100 PERCENT COVERAGE AT ALL TIMES, AND RESPONSE TIME OF NO MORE THAN 30 MINUTES IN THE EVENT OF BREAKDOWNS. THESE SPARE VEHICLES MUST BE THE SAME NEW MODEL YEAR AS THE DAILY FLEET.

VEHICLE BREAKDOWN AND ACCIDENTS

1. IN THE CASE OF A VEHICLE BREAKDOWN ON THE WAY TO THE DESTINATION FACILITY, THE DRIVER SHALL NOTIFY THE CONTRACTOR WHO, IN TURN, SHALL NOTIFY THE TMC IMMEDIATELY AND ALL PARENTS OF CHILDREN ON THAT ROUTE. IF THE BREAKDOWN OCCURS AFTER SCHOOL CLOSING TIME, THE CONTRACTOR IS TO NOTIFY THE TMC BY TELEPHONE OF THE DELAY AND ALL PARENTS OF CHILDREN REMAINING ON THE VEHICLE.

2. THE CONTRACTOR MAY NOT UNILATERALLY EXCLUDE A STUDENT FROM TRANSPORTATION.

3. EXCEPT IN AN EMERGENCY, OR WHEN SCHEDULED BY THE DEPARTMENT OR TMC, NO STUDENT WILL BE REQUIRED TO TRANSFER FROM ONE VEHICLE TO ANOTHER ON THE TRIP EITHER TO OR FROM THE DESTINATION FACILITY.

ALL ACCIDENTS INVOLVING STUDENTS ON A VEHICLE, OR IN BOARDING OR LEAVING A VEHICLE, AND ALL OTHER ACCIDENTS SHALL BE HANDLED AS FOLLOWS:

A. THE DRIVER WILL CALL DISPATCH AND DISPATCH WILL NOTIFY 911 AND REQUEST POLICE AND AMBULANCE SERVICE.

B. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY BY TELEPHONE, THE TMC OF THE LOCATION, EXTENT OF THE ACCIDENT, NAMES OF STUDENTS INVOLVED WITH A DESCRIPTION OF THEIR INJURIES, RUN NUMBER, BUS NUMBER AND SCHOOLS AFFECTED.

C. THE CONTRACTOR SHALL CONTACT PARENTS AND PROVIDE THEM WITH INFORMATION ON THEIR CHILDREN.

D. THE CONTRACTOR SHALL PREPARE ACCIDENT REPORTS FOR THE STATE DEPARTMENT OF MOTOR VEHICLES, STATE DEPARTMENT OF EDUCATION, MANAGEMENT OFFICE AND THEIR INSURANCE COMPANY, WITHIN 24 HOURS, USING APPROPRIATE FORMS.

SCHEDULING OF VEHICLES

THE CONTRACTOR SHALL PREPARE THE RUN TO BE TRAVELED BY EACH BUS AND THE TIME SCHEDULE BASED UPON THE AUTHORIZED STOPS PROVIDED TO THE CONTRACTOR BY THE DEPARTMENT OR THE TMC. THE CONTRACTOR SHALL SCHEDULE BUSES SO AS TO PROVIDE THE MOST EFFICIENT AND COST-EFFECTIVE UTILIZATION OF EACH VEHICLE.

EMERGENCY DRILLS ON SCHOOL BUSES

THE EMERGENCY DRILLS ON SCHOOL BUSES REQUIRED BY SECTION 3523 OF THE N.Y. STATE EDUCATION LAW SHALL INCLUDE PRACTICE AND INSTRUCTION IN THE LOCATION, USE AND OPERATION OF THE EMERGENCY DOOR, FIRE EXTINGUISHERS, AXE, FIRST AID EQUIPMENT AND WINDOWS AS A MEANS OF ESCAPE IN CASE OF FIRE OR ACCIDENT. THEY SHALL INCLUDE EMERGENCY SITUATIONS WHICH MIGHT RESULT FROM BOTH FIRE AND ACCIDENTS. SUCH INSTRUCTIONS AND THE CONDUCT OF THE DRILLS SHALL BE GIVEN BY THE CONTRACTOR AS REQUIRED BY LAW.

A MINIMUM OF THREE SUCH EMERGENCY DRILLS SHALL BE HELD ON EACH SCHOOL BUS AT EACH SCHOOL DURING THE SCHOOL YEAR; THE FIRST TO BE CONDUCTED DURING THE FIRST WEEK OF THE FALL TERM, THE SECOND PRIOR TO JANUARY 1ST AND THE THIRD PRIOR TO MAY 1ST.

NO EMERGENCY DRILLS SHALL BE CONDUCTED WHEN BUSES ARE ON ROUTES.

IN ORDER TO FACILITATE VARIOUS PROGRAMS OF BUS EMERGENCY DRILLS, THE CONTRACTOR SHALL SUPPLY, AT NO ADDITIONAL COST, VEHICLES AND DRIVERS TO BE AVAILABLE AT VARIOUS SCHOOL BUILDING LOCATIONS OUTSIDE OF THE REGULARLY SCHEDULED TIMES. THE CONTRACTOR SHALL CERTIFY TO THE DEPARTMENT/TMC ANNUALLY THAT CONTRACTOR HAS COMPLIED WITH THESE REGULATIONS.

CAR SEATS, SAFETY VESTS, WHEELCHAIR HOOKUPS AND HARNESSES

THE CONTRACTER SHALL PROVIDE ONE CAR SEAT OF APPROPRIATE SIZE, SAFETY VEST OR WHEELCHAIR HOOKUP, AS APPLICABLE, PER CHILD AS REQUESTED. ALL SUCH EQUIPMENT MUST MEET OR EXCEED ALL FEDERAL, STATE AND LOCAL LAWS. SHOULD THE NEED ARISE FOR A SPECIALIZED CAR SEAT, SAFETY VEST OR HARNESS PROVIDING SUCH SPECIALIZED EQUIPMENT SHALL BE THE RESPONSIBILITY OF THE PARENT. THE CONTRACTOR SHALL NOT USE A HARNESS WITHOUT THE AUTHORIZATION FROM THE COUNTY OR THE TMC.

IDENTIFICATION

DRIVERS AND MONITORS SHALL WEAR PHOTO IDENTIFICATION BADGES SUPPLIED BY THE CONTRACTOR.

FACILITIES AND MAINTENANCE

A. THE CONTRACTOR SHALL HAVE AN OPERATIONS FACILITY WITH (OR OBTAINED PRIOR TO AUGUST 1, 2021) SUFFICIENT STORAGE AND ACCESS TO MAINTENANCE FACILITIES WITH SUFFICIENT EQUIPMENT AND TRAINED PERSONNEL TO SATISFY THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION, OR ANY SUCCESSOR OR SUPERSEDING AGENCY REQUIREMENTS. THE FACILITIES SHALL BE SUBJECT TO PERIODIC INSPECTION AND APPROVAL BY THE TMC AND THE DEPARTMENT DURING THE PERIOD OF THE CONTRACT.

B. THE CONTRACTOR SHALL OPERATE A PROGRAM OF PREVENTATIVE MAINTENANCE FOR EVERY VEHICLE IN ACCORDANCE WITH N.Y. STATE DEPARTMENT OF TRANSPORTATION REQUIREMENTS AND WHICH MEETS THE APPROVAL OF THE DEPARTMENT/TMC AND SHALL MAINTAIN RECORDS AS EVIDENCE THAT THE VEHICLES ARE RECEIVING ACCEPTABLE PERIODIC MAINTENANCE.

C. THE CONTRACTOR WILL WITHDRAW FROM SERVICE ANY VEHICLE WHICH IN THE OPINION OF THE INSPECTORS OF THE TMC, PRESENTS A HAZARD TO THE SAFE TRANSPORTATION OF STUDENTS, AND REPLACE IT WITH A VEHICLE WHICH IN THE OPINION OF THE INSPECTORS MEETS THE SAFETY STANDARDS OF THIS CONTRACT FOR THE SAFE TRANSPORTATION OF STUDENTS.

D. BUSES MUST BE KEPT IN EXCELLENT MECHANICAL CONDITION AND MUST BE KEPT CLEAN BOTH INSIDE AND OUT, BUT SPECIFICATION OF THESE ITEMS DOES NOT EXCLUDE OTHER CRITERIA, WHICH MAY BE USED BY THE DEPARTMENT TO DETERMINE THE ACCEPTABILITY OF A BUS. IN ANY EVENT,

ALL BUSES SHALL BE OPEN TO INSPECTION BY THE DEPARTMENT/TMC, ITS AGENTS OR ITS DULY AUTHORIZED REPRESENTATIVES DURING SCHOOL HOURS OR AT REASONABLE TIMES WITHOUT APPOINTMENT.

E. ALL SEASON TIRES ARE TO BE PUT ON ALL VEHICLES. NO RE-GROOVED OR RECAPPED TIRES WILL BE ACCEPTED.

F. THE DEPARTMENT AND/OR THE TMC RESERVES THE RIGHT TO INSPECT, OR TO HAVE ITS AUTHORIZED REPRESENTATIVE INSPECT, THE CONTRACTOR'S MAINTENANCE RECORDS AND MAKE ANY OTHER CHECKS AND INSPECTIONS THE DEPARTMENT/TMC DEEMS ADVISABLE OR NECESSARY TO ASSURE MAXIMUM SAFETY AND EFFICIENT OPERATION OF THE CONTRACTOR'S EQUIPMENT.

G. THE FACILITY MUST INCLUDE THE DISPATCH AND MANAGEMENT STAFF REQUIRED FOR THIS CONTRACT AND HAVE A MINIMUM OF TWO DIRECT PRIVATE DISPATCH PHONES FOR THIS CONTRACT ONLY. IF THE CONTRACTOR USES MORE THAN ONE DISPATCH OFFICE, YARD LOCATION, AND ADDITIONAL DIRECT PRIVATE PHONE LINES WILL BE REQUIRED TO BE INSTALLED. ALL COSTS RELATED TO THE INSTALLATION, MAINTENANCE AND MONTHLY EXPENSE FOR SHALL BE PAID BY THE CONTRACTOR.

H. THE CONTRACTOR SHALL ABIDE BY THE REQUIREMENTS OF CONFIDENTIALITY OF CHILDERN'S RECORDS AS PROVIDED UNDER THE FAMILY EDUCATION RIGHT AND PRIVACY ACT (FERPA) AND THE INDIVIDUALS WITH DISABILITIES EDUCATION ACT (IDEA) WHEN DISSEMINATING INFORMATION TO DRIVERS AND DRIVER'S ASSISTANTS AND OTHER STAFF MEMBERS. THE CONTRACTOR SHALL ALSO PROVIDE THE NECESSARY TRAINING OR INSTRUCTION TO ALL THE APPROPRIATE PERSONNEL FOR RELATING TO THE CONFIDENTIALITY REQUIREMENTS. THE CONTRACTOR SHALL COMPLY WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA).

I. THE BIDDER MUST POSSESS AND DEMONSTRATE FACILITIES, KNOWLEDGE, AND CAPABILITIES TO SATISFY ALL NEW YORK STATE DEPARTMENT OF TRANSPORTATION RULES, REGULATIONS AND VEHICLE INSPECTION REQUIREMENTS. THE BIDDER SHALL PROVIDE A COPY OF THEIR NYS DOT BUSNET SUMMARY AND PROFILE (WHICH MUST BE 90% OR HIGHER) FOR THE ENTIRE COMPANY FOR THE PREVIOUS THREE YEARS AS PART OF THEIR BID PACKAGE. THE SUCCESSFUL BIDDER SHALL PROVIDE THE COUNTY AND/OR THE TMC WITH THE BUSNET REPORTS EVERY THREE MONTHS THEREAFTER OR UPON REQUEST.

J. THE CONTRACTOR MUST PROVIDE AND MAINTAIN A FULL-TIME, ON-SITE TERMINAL MANAGER AND A FULL-TIME DISPATCHER WITH RESPONSIBILITY FOR SCHEDULING, ROUTING AND ON-ROAD SAFETY REVIEW AND SUPERVISE THE WORK CONTRACTED FOR.

K. THE CONTRACTOR MUST HAVE ALL THE NECESSARY PERMITS AND CERTIFICATES OF OCCUPANCY FOR THE BUS YARDS AND MUST COMPLY WITH ALL ENVIRONMENTAL REQUIREMENTS.

L. THE BIDDER SHALL SUBMIT, AT THE TIME OF THE INTIAL BID AND IF SUCCESSFUL, FOR EACH CONTRACT YEAR THEREAFTER, A COPY OF ITS MOST RECENT AFFIDAVITS OF COMPLIANCE (DS-3) IN ACCORDANCE WITH ARTICLE 19-A OF THE VTL.

EXPERIENCE

THE BIDDER SHALL, TOGETHER WITH HIS BID, FURNISH A STATEMENT INDICATING THE EXTENT AND TYPE OF SCHOOL BUS TRANSPORTATION OR OTHER KINDS OF BUS TRANSPORTATION EXPERIENCE AND ALSO SUBMIT AS REFERENCES THE NAMES OF SCHOOL DISTRICTS AND PRIVATE AND PAROCHIAL SCHOOLS PREVIOUSLY OR PRESENTLY SERVED, AS WELL AS THE DATES OF SUCH SERVICES WHICH HE MAY HAVE PROVIDED.

THE BIDDER MUST HAVE A MINIMUM OF 10 YEARS EXPERIENCE IN PROVIDING SPECIAL EDUCATION TRANSPORTATION FOR BIRTH TO FIVE YEAR OLDS WITH A CONTRACT EQUAL TO OR GREATER THAN THE TOTAL NUMBER OF VEHICLES LISTED IN THE ZONE BID.

INTERRUPTION OF SERVICE/FORCE MAJEURE

IN THE EVENT OF AN INTERRUPTION OF SERVICE CAUSED BY CONTRACTOR, ITS AGENTS OR ITS EMPLOYEES, THE COUNTY SHALL HAVE THE RIGHT TO SECURE SUCH OTHER TRANSPORTATION AS MAY BE NECESSARY. INTERRUPTION OF SERVICE SHALL BE DEEMED TO INCLUDE STRIKES. IF THE COST TO THE COUNTY FOR SECURING ALTERNATIVE SERVICE SHALL EXCEED THE AGREEMENT COST THAT WOULD OTHERWISE BE PAYABLE TO CONTRACTOR HEREUNDER, THE EXCESS SHALL BE CHARGED TO CONTRACTOR; ANY DAMAGES TO COUNTY SHALL BE COMPUTED AS PER THIS AGREEMENT IF OTHER TRANSPORTATION CANNOT BE SECURED.

CANCELLATION OF CONTRACT

FAILURE TO ADHERE TO AND COMPLY WITH THE TERMS OF THIS CONTRACT WILL BE CAUSE FOR CANCELLATION UPON 30 DAYS WRITTEN NOTICE BY THE COUNTY TO THE CONTRACTOR. SAID NOTICE SHOULD BE GIVEN BY CERTIFIED MAIL. THE ORIGINAL CONTRACTOR WILL INDEMNIFY THE COUNTY FOR ANY AND ALL COST INCURRED IN SECURING A NEW CONTRACT.

PAYMENT OF CLAIMS

A. ALL STANDARD COUNTY CLAIM VOUCHER FORMS, CERTIFIED TO BY THE CONTRACTOR AND SUPPORTED BY DETAILED STATEMENT WHICH INCLUDE UP-TO-DATE ROUTE SHEETS FOR EACH VEHICLE AND THE NAMES OF THE CHILDREN TRANSPORTED ON EACH BEHICLE, SHALL BE SUBMITTED MONTHLY BY CONTRACTOR TO THE TMC. FEE CHARGES SHALL BE IN ACCORDANCE WITH THE BID PRICES ATTACHED HERETO. ADDITIONAL SUPPORTING INFORMATION MAY BE REQUIRED FROM TIME TO TIME.

B. PAYMENT WILL BE MADE BY THE COUNTY MONTHLY IN ARREARS UPON AUDIT AND APPROVAL OF THE CLAIM VOUCHER FORMS BY DEPARTMENT AND THE OFFICE OF THE COMPTROLLER OF THE COUNTY. PAYMENT OF CLAIM VOUCHERS SUBMITTED FOR PAYMENT WITH INCOMPLETE DOCUMENTATION WILL BE DELAYED AND THE CLAIM VOUCHERS RETURNED TO THE CONTRACTOR FOR AMENDMENT.

C. IN THE EVENT THAT THE DEPARTMENT DEEMS IT NECESSARY TO DECREASE OR INCREASE THE NUMBER OF BUSES USED, THE COST OF THE CONTRACT WILL BE INCREASED OR DECREASED ACCORDINGLY BY $1/10^{th}$ (10 PERCENT OF THE YEARLY PRICE) FOR EACH WHOLE CALENDAR MONTH REMAINING ON THE SCHOOL YEAR FOR WHICH THE BUS IS USED, PLUS (IF NECESSARY), $1/180^{th}$ OF THE YEARLY PRICE FOR EACH DAY THAT SCHOOL IS IN SESSION FOR THE REMAINDER OF THE THEN CURRENT MONTH IN WHICH THE CHANGE WAS EFFECTED.

D. IN THE EVENT OF A CATASTROPHIC EVENT WHICH CAUSES AN INTERRUPTION OF TRANSPORTATION SERVICE FOR MORE THAN 17.5 CONSECUTIVE SCHOOL DAYS WITHIN A MONTH'S TIMEFRAME, THE CONTRACTOR WILL BE REIMBURSED FOR ITS FIXED COSTS ONLY, WHICH WILL BE 35% OF THE PREVIOUS MONTH OF SERVICE.

COPIES OF LAWS

THE CONTRACTOR SHALL ACQUIRE AND MAINTAIN COPIES OF ALL LAWS, RULES AND REGULATIONS OF ALL AGENCIES FEDERAL, STATE OR LOCAL WHICH ARE CONCERNED WITH THE OPERATION AND MAINTENANCE OF SCHOOL BUSES AND THE TRANSPORTATION OF CHILDERN WITH DISABILITIES FROM BIRTH THROUGH FIVE.

CONTRACT NON-ASSIGNABLE

THE CONTRACT FOR TRANSPORTATION OR ANY RIGHT, TITLE, OR INTEREST THEREIN MAY NOT BE ASSIGNED BY THE CONTRACTOR WITHOUT THE APPROVAL OF THE COUNTY. THE CONTRACTOR MAY NOT ENGAGE

SUBCONTRACTORS, HIRE OTHERS TO PERFORM ALL OR PART OF ITS AGREEMENT, NOR OTHERWISE DELEGATE ITS OBLIGATIONS TO PERFORM UNDER THE CONTRACT, UNLESS APPROVED BY THE COUNTY.

RADIO EQUIPMENT

A. TWO WAY RADIO SYSTEM SHALL BE REQUIRED, WITH EVERY VEHICLE (INCLUDING SPARE VEHICLES) HAVING A WORKING TWO WAY RADIO AT ALL TIMES. RADIOS SHALL BE PROVIDED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE DEPARTMENT (SUCH RADIOS SHALL BE RETURNED TO THE CONTRACTOR AT THE END OF THE CONTRACT). RADIO SYSTEM SHALL BE OBTAINED AND MAINTAINED BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE.

B. TWO-WAY RADIOS WILL BE APPROVED AND LICENSED BY THE F.C.C., OPERATED ON ASSIGNED FREQUENCIES AND HAVE SUCH RANGE THAT THE BASE STATION CAN CONTACT ANY VEHICLE ANYWHERE WITHIN THE LIMITS OF THE OPERATING AREA. CITIZEN BAND (CB) RADIOES OR CELLULAR TELEPHONES MAY NOT BE USED IN PLACE OF TWO-WAY APPROVED RADIOS.

C. DRIVERS SHALL REMAIN IN RADIO CONTACT WITH THE DISPATCHER'S OFFICE AT ALL TIMES WHEN BUSES ARE IN SERVICE.

RECORDS AND AUDIT

CONTRACTOR SHALL MAINTAIN FULL AND COMPLETE BOOKS AND RECORDS OF ACCOUNT IN ACCORDANCE WITH ACCEPTED ACCOUNTING PRACTICES AND SUCH OTHER RECORDS AS MAY BE PRESCRIBED BY THE DEPARTMENT AND COMPTROLLER OF THE COUNTY OF NASSAU. SUCH BOOKS AND RECORDS SHALL BE RETAINED BY CONTRACTOR FOR A PERIOD OF SIX YEARS FROM THE DATE OF FINAL PAYMENT UNDER THIS AGREEMENT AND SHALL AT ALL REASONABLE TIMES BE AVAILABLE FOR AUDIT AND INSPECTION BY THE DEPARTMENT, THE COMPTROLLER OF THE COUNTY OF NASSAU AND THE NEW YORK STATE DEPARTMENT OF AUDIT AND CONTROL.

LIQUIDATED DAMAGES

A. IN VIEW OF THE DIFFICULTY OF ASCERTAINING THE LOSS WHICH THE COUNTY WOULD SUFFER BY REASON OF THESE DEFAULTS ON THE PART OF THE CONTRACTOR, THE FOLLOWING SUMS ARE HEREBY AGREED UPON, FIXED AND DETERMINED BY THE PARTIES HERETO AS THE LIQUIDATED DAMAGES THE COUNTY WILL SUFFER BY REASON OF SAID VIOLATION OF CONTRACT AND NOT BY WAY OF PENALTY, AND SUCH LIQUIDATED DAMAGES MAY BE IMPOSED UPON THE FINDING OF THE COUNTY AND/OR THE TMC ITS DESIGNEE THAT A CONTRACT PROVISION HAS BEEN VIOLATED.

B. VIOLATIONS SHALL BE REVIEWED MONTHLY BY THE TMC AND A REPRESENTATIVE OF THE CONTRACTOR. SHOULD A DISPUTE ARISE AS TO THE ASSESSMENT OF A VIOLATION(S), THE MATTER WILL BE ARBITRATED BY A REPRESENTATIVE OF THE DEPARTMENT OF HEALTH, WHOSE DECISION SHALL BE FINAL AND BINDING.

C. A $1,000.00 DOLLAR FINE WILL BE ASSESSED FOR EACH OCCURRENCE OF A CHILD BEING LEFT UNATTENDED ON A VEHICLE. THE COUNTY RESERVES THE RIGHT TO CANCEL THE CONTRACT IF A CHILD IS LEFT UNATTENDED ON A VEHICLE.

D. LIQUIDATED DAMAGES MAY BE ASSESSED FOR EVERY VEHICLE, FOR EVERY DAY, AND FOR EVERY INSTANCE OF THE VIOLATION IN THE AMOUNTS NOTED BELOW. THE COST PER BUS PER DAY SHALL BE DEDUCTED FROM SUBSEQUENT PAYMENTS DUE THE CONTRACTOR FOR EACH DAY EACH OF THE FOLLOWING VIOLATIONS OF THE CONTRACT OCCURS:

FAILURE TO PROVIDE SERVICES ON A DAY ON WHICH SCHOOLS ARE REQUIRED TO BE OPEN BY THE OFFICIAL SCHOOL CALENDARS.

FAILURE TO CONFORM TO THE ARRIVAL AND DISMISSAL SCHEDULES OF THE SCHOOLS SERVICED, AS NOTIFIED BY THE DEPARTMENT/TMC.
FAILURE TO ADHERE TO ANY SPECIAL SCHEDULES, OR SHORTENED AND LENGTHENED SCHEDULES, OF THE SCHOOLS SERVICES.

FAILURE TO PROVIDE ALL THE VEHICLES NECESSARY TO DO ALL OF THE WORK CONTRACTED FOR.

FAILURE TO COMPLY WITH THE REGULATIONS OF THE NEW YORK STATE DEPARTMENT OF EDUCATION, TRANSPORTATION AND MOTOR VEHICLES AS WELL AS WITH ANY AND ALL LAWS AND REGULATIONS OF ANY AGENCY OF THE FEDERAL GOVERNMENT, STATE OF NEW YORK, CITY OF NEW YORK OR COUNTY OF NASSAU.

FAILURE TO COMPLY WITH THE VEHICLE STANDARDS AS SET FORTH IN THIS CONTRACT.

FAILURE OF ANY VEHICLE TO HAVE A CURRENT AND EFFECTIVE DEPARTMENT OF TRANSPORTATION CERTIFICATION.

ASSIGNMENT OF DEPARTMENT WORK TO ANY DRIVER/MONITOR/AIDES DISQUALIFIED BY THE DEPARTMENT OR THE TMC.

EACH TIME AN OPERATOR IS FOUND GUILTY OF COMMITTING A MOVING VIOLATION OF THE NEW YORK STATE VEHICLE AND TRAFFIC LAW WHILE TRANSPORTING STUDENTS UNDER THIS CONTRACT.

EACH TIME A DRIVER ALLOWS A STUDENT TO ENTER OR LEAVE THE VEHICLE WHILE IT IS IN MOTION.

EXCLUSION OF ANY STUDENT FROM A RUN BY THE CONTRACTOR OR THE DRIVER.

EACH TIME A DRIVER IS FOUND TO USE CORPORAL PUNISHMENT ON A STUDENT. IN ADDITION, DRIVER WILL BE DISMISSED IMMEDIATELY.

EACH TIME THAT STUDENTS ARE LEFT UNATTENDED ON A VEHICLE, EXCEPT IN AN EMERGENCY.

FAILURE TO FOLLOW PROCEDURES FOR REPORTING OF ACCIDENTS AS SET FORTH IN THE CONTRACT.

FAILURE TO SUBMIT ATTENDANCE REPORTS TO THE TMC.

FAILURE TO REPORT IMMEDIATELY TO THE PRINCIPAL, THE DEPARTMENT OR THE TMC ANY INCIDENT INVOLVING PHYSICAL HARM.

E. ONE-HALF OF THE COST PER BUS, PER DAY SHALL BE DEDUCTED FROM SUBSEQUENT PAYMENTS DUE THE CONTRACTOR FOR EACH DAY EACH OF THE FOLLOWING VIOLATIONS OF THE CONTRACT OCCURS:

FAILURE OF THE CONTRACTOR TO HAVE THE ABILITY TO DISPATCH SPARE VEHICLES

PROMPTLY.

FAILURE OF THE CONTRACTOR TO ENSURE DIRECT TELEPHONE ACCESS TO THE CONTRACTOR'S GARAGE FROM 10 MINUTES BEFORE THE TIME THE FIRST VEHICLE LEAVES THE GARAGE IN THE MORNING UNTIL THE LAST VEHICLES RETURNS TO THE GARAGE IN THE AFTERNOON, AND TO HAVE AVAILABLE A RESPONSIBLE PERSON WHO CAN GIVE INFORMATION ON THE STATUS OF EACH VEHICLE AND THE STUDENTS ASSIGNED TO EACH RUN.

FAILURE OF THE CONTRACTOR TO PROVIDE TO THE DEPARTMENT AND THE TMC THE NAME AND PHONE NUMBER OF A RESPONSIBLE PERSON AVAILABLE AFTER 5 PM (OR NORMAL BUSINESS HOURS) WHO MAY BE CONTACTED IN THE EVENT OF AN EMERGENCY.

FAILURE OF THE CONTRACTOR TO HAVE SUFFICIENT STORAGE AND ACCESS TO MAINTENANCE FACILITIES WITH SUFFICIENT EQUIPMENT AND TRAINED PERSONNEL TO SATISFY THE COUNTY AND STATE OF NEW YORK DEPARTMENT OF TRANSPORTATION REQUIREMENTS.

FAILURE OF THE CONTRACTOR TO OPERATE A PROGRAM OF PREVENTIVE MAINTENANCE FOR EVERY VEHICLE IN ACCORDANCE WITH THE DEPARTMENT OF TRANSPORTATION REQUIREMENTS AND WHICH MEETS THE APPROVAL OF THE DEPARTMENT AND THE TMC.

FAILURE OF THE CONTRACTOR TO MAINTAIN ACCEPTABLE RECORDS AS EVIDENCE THAT THE VEHICLES ARE RECEIVING PERIODIC MAINTENANCE IN ACCORDANCE WITH DEPARTMENT OF TRANSPORTATION AND DEPARTMENT REQUIREMENTS.

FAILURE OF ANY DRIVER TO MEET ANY OF THE VEHICLE DRIVER REQUIREMENTS SET FORTH IN THE CONTRACT.

EACH DRIVER PROVIDING SERVICE PURSUANT TO THIS CONTRACT FOR WHOM THE REQUIRED MEDICAL CERTIFICATE, FINGERPRINT RECORD, DRIVING RECORD (ABSTRACT), REFERENCE LETTERS AND APPLICATIONS FOR EMPLOYMENT WERE NOT SUBMITTED TO AND APPROVED BY THE DEPARTMENT AND THE TMC.

EACH DRIVER WHO HAS NOT RECEIVED THE PROPER TRAINING, INSTRUCTION AND/OR REFRESHER COURSES AS SPECIFIED HEREIN WITHIN THE TIME PERIOD AGREED UPON BY THE DEPARTMENT AND CONTRACTOR.

EACH VEHICLE TRANSPORTING A GREATER NUMBER OF STUDENTS THAN THE VEHICLE'S PERMISSIBLE STUDENT CAPACITY.

FAILURE OF THE DRIVER TO WAIT AT THE PICKUP POINT UNTIL THE SCHEDULED PICKUP TIME, IF HE/SHE HAS ARRIVED EARLY.

EACH UNAUTHORIZED TRANSFER OF A STUDENT FROM ONE VEHICLE TO ANOTHER VEHICLE EITHER ON THE TRIP TO THE DESTINATION FACILITY OR ON THE HOMEWARD TRIP.

EACH TIME A DRIVER ALLOWS STUDENTS TO THRUST ANY PART OF THEIR BODIES OUT OF OPEN WINDOWS OF THE VEHICLES.

FAILURE OF A DRIVER TO BE FAMILIAR WITH THE VEHICLE AND TRAFFIC LAWS, REGULATIONS OF THE COMMISSIONER OF MOTOR VEHICLES AND REGULATIONS OF THE STATE COMMISSIONER OF EDUCATION PERTAINING TO STUDENT TRANSPORTATION.

FAILURE OF THE DRIVER TO HAVE ON HIS OR HER PERSON AN APPROPRIATE OPERATOR'S LICENSE.

FAILURE TO HAVE AVAILABLE THE MINIMUM NUMBER OF SPARE VEHICLES AS REQUIRED BY THE CONTRACT.

FAILURE TO PROVIDE NEW SERVICE TO A STUDENT WITHIN THE 72 HOURS DESCRIBED WITHIN.

EACH TIME A VEHICLE ARRIVES AFTER THE TIME A SESSION IS DUE TO START.

EACH TIME THE OPERATOR REQUIRES A SCHOOL TO DISMISS STUDENTS PRIOR TO THE NORMAL CLOSE OF THE SCHOOL SESSION EXCEPT WHERE AUTHORIZED BY THE DEPARTMENT OR THE TMC.

FAILURE TO COMPLY WITH CHANGES IN THE RUN INCLUDING ADDITIONS OR DELETIONS OF STOPS.

ALTERING THE RUN SCHEDULE OR PICKUP SEQUENCE OF THE RUN WITHOUT NOTIFYING THE DEPARTMENT, THE TMC, SCHOOL PRINCIPAL AND PARENTS.

FAILURE TO SERVICE EACH DESIGNATED STOP IN EACH RUN.

EACH TIME A DRIVER PERFORMS A STUDENT PICKUP OR DROP-OFF AT A DEAD-END STREET, LOOP STREET, OR CUL-DE-SAC.

F. ONE-THIRD THE COST OF THE VEHICLE PER DAY SHALL BE DEDUCTED FROM SUBSEQUENT PAYMENTS DUE TO THE CONTRACTOR FOR EACH DAY EACH OF THE FOLLOWING VIOLATIONS OF THE CONTRACT OCCURS:

EACH VEHICLE WITH AN OPERATOR NOT WEARING OR VISIBLY DISPLAYING AN IDENTIFICATION BADGE WITH THE REQUIRED INFORMATION.

EACH OPERATOR WHO FAILS TO ASSIST IN CONDUCTING OF AN EMERGENCY DRILL.

FAILURE TO INFORM THE PRINCIPAL OR HIS/HER DESIGNEE THAT STUDENT'S PICKUP TIMES AND DROP OFF TIMES WILL BE CHANGED BECAUSE OF AN ADDITION OR DELETION OF STOPS OR OTHER REVISIONS TO A RUN.

FAILURE TO NOTIFY THE SCHOOL AND THE TMC IMMEDIATELY OF A BREAKDOWN ON THE WAY TO AND FROM SCHOOL.

MAKING A STOP AT AN UNAUTHORIZED LOCATION.

FAILURE TO DISPLAY THE RUN NUMBER INSIDE THE SIDE FRONT WINDOWS OF THE VEHICLE SO THAT IT CAN CLEARLY BE SEEN FROM A DISTANCE OF NOT LESS THAN 15 FEET.

FAILURE TO KEEP THE INTERIOR OF A VEHICLE CLEAN.

FAILURE TO WASH THE EXTERIOR OF EACH VEHICLE WEEKLY OR TO KEEP IT CLEAN.

EACH TIME A VEHICLE IS OPERATED IN THE PERFORMANCE OF THIS CONTRACT WITHOUT BEING EQUIPPED WITH AN APPROPRIATE FIRE EXTINGUISHER, FLARES OR FIRE BLANKET.

EACH TIME A VEHICLE IS OPERATED IN THE PERFORMANCE OF THIS CONTRACT WITHOUT BEING EQUIPPED WITH AN APPROPRIATE FIRST AID KIT ALONG WITH BODY FLUID KIT AND GLOVES AND SEAT BELT CUTTER.

FAILURE TO SHUT OFF THE MOTOR, TO REMOVE THE IGNITION KEY, SET THE BRAKES AND TURN THE WHEELS TO THE CURB WHEN THE DRIVER LEAVES A PARKED VEHICLE.

ANYTIME PASSENGERS OTHER THAN STUDENTS ASSIGNED BY THE DEPARTMENT/TMC ARE CARRIED IN VEHICLES USED IN THIS CONTRACT EXCEPT AS AUTHORIZED BY THE DEPARTMENT.

ANY OTHER VIOLATION OF THE CONTRACT WHATSOEVER FOR WHICH NO SPECIFIED LIQUIDATED DAMAGES ARE LISTED.

EACH TIME A VEHICLE IS OPERATED WITHOUT A FUNCTIONING VIDEO IMAGING AND AUDIO SYSTEM THAT RECORDS BOTH THE INTERIOR OF THE BUS CABIN AND THE FORWARD ROADWAY WHILE IN SERVICE.

FAILURE TO MAINTAIN FOR A MINIMUM OF SIX (6) MONTHS AND MADE AVAILABLE WITHIN 24 HOURS UPON REQUEST BY THE COUNTY AND/ OR THE TMC.

NOTHING HEREIN SHALL LIMIT THE RIGHT OF THE DEPARTMENT TO DECLARE THE CONTRACTOR IN DEFAULT OF THE CONTRACT IN ADVANCE OR, IN LIEU OF, OR IN ADDITION TO THE ASSESSMENT OF LIQUIDATED DAMAGES

NIFA Nassau County Interim Finance Authority

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

1. Vendor: Guardian Bus Company, Inc.

2. Amount requiring NIFA approval: $27,000,000.00

Amount to be encumbered: $4,000,000.00

Slip Type: 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: 08/01/2026 to 07/31/2029

Has work or services on this contract commenced? No

If yes, please explain:

4. Funding Source:

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

Federal %	
State %	59.5
County %	40.5

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

Preschool Special Education Bus Transportation - Contract with bus companies to safely and reliably transport preschool children to and from their educational programs

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

Nassau County Attorney as to form	Yes
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	Posting Date	Amount Added in Prior 12 Months

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 03/09/2026

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.

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?

Jack Schnirman for Nassau
Friends Of Bruce Blakeman, Inc.
Martins For Nassau
Friends Of George Maragos

Electronically signed and certified at the date and time indicated by:
Corey Muirhead [CMUIRHEAD@LOGANBUS.COM]

Dated: 02/09/2026 03:25:44 pm

Vendor: Guardian bus Company

Title: Vice President

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: Lisa DiLorenzo
Date of birth: [redacted]
[redacted] [redacted]
City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
Country: US

Business Address: 3530 Oceanside Road
City: Oceanside State/Province/ Territory: NY Zip/Postal Code: 11572
Country US
Telephone: 5167233287

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	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.

50%

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.

Albany Road LLC 50% Ownership
Long Beach Road Realty LLC 50% Ownership
Guardian Hampton Road Realty LLC 50%% Ownership
3530 Oceanside Road LLC 50% Ownership
Professional Bus Maintenance Inc 50% Ownership
New York Safe Rides, Inc 50% Ownership
Neil Court LLC 50% Ownership
107 Lawson Realty LLC 50% Ownership
95-01 98th Street LLC 50% Ownership
97-30 Atlantic LLC 50% Ownership

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, Lisa DiLorenzo , 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, Lisa DiLorenzo , 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.

Guardian Bus Co., INC

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Lisa DiLorenzo L.DILORENZO@GUARDIANBUS.COM

Co President

Title

03/18/2026 12:45:25 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: Corey Muirhead
Date of birth: [redacted]
[redacted] [redacted]
City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
Country: US

Business Address: 3530 Oceanside Road
City: Oceanside State/Province/ Territory: NY Zip/Postal Code: 11572
Country US
Telephone: 5167233287

Other present address(es): 3530 oceanside road
City: oceanside State/Province/ Territory: NY Zip/Postal Code: 11572
Country: US
Telephone: 5167233287

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	01/01/2014		
(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 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 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, corey muirhead , 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, corey muirhead , 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.

guardian bus company, inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Corey Muirhead CMUIRHEAD@LOGANBUS.COM

vice president

Title

03/17/2026 10:55:13 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: Linda Pues
Date of birth: [redacted]
[redacted] [redacted]
City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
Country: US

Business Address: 3530 Oceanside Road
City: Oceanside State/Province/ Territory: NY Zip/Postal Code: 11561
Country US
Telephone: 516-723-3287

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	12/17/2013	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.
50% 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.

Albany Road LLC 50% Ownership
Long Beach Road Realty LLC 50% Ownership
Guardian Hampton Road Realty LLC 50%% Ownership
3530 Oceanside Road LLC 50% Ownership
Professional Bus Maintenance Inc 50% Ownership
New York Safe Rides, Inc 50% Ownership
Neil Court LLC 50% Ownership
107 Lawson Realty LLC 50% Ownership
95-01 98th St LLC 50% Ownership
97-30 Atlantic LLC 50% Ownership

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, Linda Pues , 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, Linda Pues , 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.

Guardian Bus Co., inc

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Linda Pues LDERITA@LOGANBUS.COM

President

Title

03/17/2026 01:50:28 pm

Date

I, Linda Pues, formerly known as Linda DeRita, was wed on May 29,2022 and now go by the name Linda Pues.

Linda Pues

Linda Pues

10/14/25

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: 09/08/2025

1) Proposer's Legal Name: Guardian Bus Company., Inc

2) Address of Place of Business: 3530 Oceanside Road

City: Oceanside State/Province/ Territory: NY Zip/Postal Code: 11572

Country: US

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: 080152236

5) Federal I.D. Number: [redacted]

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?
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:

L. DiLorenzo has

Albany Road LLC 50% Ownership
Long Beach Road Realty LLC 50% Ownership
Guardian Hampton Road Realty LLC 50%% Ownership
3530 Oceanside Road LLC 50% Ownership
Professional Bus Maintenance Inc 50% Ownership
New York Safe Rides, Inc 50% Ownership
Neil Court LLC 50% Ownership
107 Lawson Realty LLC 50% Ownership
95-01 98th St LLC 50% Ownership
97-30 Atlantic LLC 50% Ownership

L. Pues has

Albany Road LLC 50% Ownership
Long Beach Road Realty LLC 50% Ownership
Guardian Hampton Road Realty LLC 50%% Ownership
3530 Oceanside Road LLC 50% Ownership
Professional Bus Maintenance Inc 50% Ownership
New York Safe Rides, Inc 50% Ownership
Neil Court LLC 50% Ownership
107 Lawson Realty LLC 50% Ownership
95-01 98th St LLC 50% Ownership
97-30 Atlantic LLC 50% Ownership

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.

If any conflict of interest were to occur during the duration of this contract, Guardian will immediately notify the county of Nassau as to what had occurred. Guardian, under the guidance of Nassau county, would the handle the conflict of interest accordingly. We currently have no conflicts of interest with Nassau County , and do not plan on creating one.

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 [X] NO [ ]

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

i) Date of formation;

12/17/2013

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.

Linda Pues- 50% owner, Co President [redacted]
Lisa DiLorenzo - 50% Owner, Co President , [redacted]

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

Linda Pues- 50% owner, Co President [redacted]
Lisa DiLorenzo - 50% Owner, Co President , [redacted]
Corey Muirhead, Vice President, [redacted]

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

725

vi) Annual revenue of firm;

70000000

vii) Summary of relevant accomplishments

see attached

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

B. Indicate number of years in business.

12

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

We are the incumbent award winner of this 2016 and 2021 bids, and have provided excellent service to the children of Zone 3 for the last 10 years. If awarded this contract Guardian Bus pledges to continue providing exceptional service to the children of Nassau County.

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	Swissport		
Contact Person	Brigid Mitchell		
Address	2150 smithtown Avenue		
City	Ronkonkoma	State/Province/Territory	NY
Country	US		
Telephone	(631) 737-0600		
Fax #			
E-Mail Address	brigid.mitchell@swissport.com		

Company	Bellmore-Merrick Central High School District		
Contact Person	Thomas Volpe		
Address	1260 Meadowbrook Rd		
City	N. Merrick	State/Province/Territory	NY
Country	US		
Telephone	(516) 992-1024		
Fax #			
E-Mail Address	tvolpe@bellmore-merrick.k12.ny.us		

Company	Oceanside Union Free School District		
Contact Person	Jerel Cokley		
Address	145 Merle Avenue		
City	Oceanside	State/Province/Territory	NY
Country	US		
Telephone	(516) 678-1209		
Fax #	(516) 678-1224		
E-Mail Address	jcokley@oceansideschools.org		

Company	East Meadow School District		
Contact Person	Jennifer Frisenda		
Address	718 The Plain Road		
City	Westbury	State/Province/Territory	NY
Country	US		
Telephone	(516) 478-5748		
Fax #	(516) 478-5807		

E-Mail Address	Jfrisenda@emufsd.us

Company	Uniondale Union Free School District		
Contact Person	Avril Ashley		
Address	933 Goodrich Street		
City	Uniondale	State/Province/Territory	NY
Country	US		
Telephone	(516) 560-8801		
Fax #	(516) 918-1071		
E-Mail Address	aashley@uniondaleschools.org		

I, corey muirhead , 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, corey muirhead , 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: guardian bus company, inc.

Electronically signed and certified at the date and time indicated by:
Corey Muirhead CMUIRHEAD@LOGANBUS.COM

vice president
Title

03/17/2026
Date

N. Y. S. DEPARTMENT OF STATE
DIVISION OF CORPORATIONS AND STATE RECORDS ALBANY, NY 12231-0001

FILING RECEIPT

ENTITY NAME: GUARDIAN BUS COMPANY INC.

DOCUMENT TYPE: INCORPORATION (DOM. BUSINESS) COUNTY: QUEE

FILED:12/18/2013 DURATION:PERPETUAL CASH#:131218000264 FILM #:131218000252
DOS ID:4502459

FILER:
CHEYENNE MOSELEY
C/O LEGALZOOM.COM, INC.
101 N. BRAND BLVD., 11TH FLOOR
GLENDALE, CA 91203

EXIST DATE
12/18/2013

ADDRESS FOR PROCESS:
C/O UNITED STATES CORPORATION AGENTS, INC.
7014 13TH AVENUE SUITE 202
BROOKLYN, NY 11228

REGISTERED AGENT:
UNITED STATES CORPORATION AGENTS, INC.
7014 13TH AVENUE SUITE 202
BROOKLYN, NY 11228

STOCK: 100 PV 1.00

The corporation is required to file a Biennial Statement with the Department of State every two years pursuant to Business Corporation Law Section 408. 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.

SERVICE COMPANY: LEGALZOOM.COM, INC. - AF SERVICE CODE: AF *

FEES	170.00	PAYMENTS	170.00
FILING	125.00	CASH	0.00
TAX	10.00	CHECK	0.00
CERT	0.00	CHARGE	0.00
COPIES	10.00	DRAWDOWN	170.00
HANDLING	25.00	OPAL	0.00
		REFUND	0.00

DOS-1025 (04/2007)

STATE OF NEW YORK

DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.

WITNESS my hand and official seal of the Department of State, at the City of Albany, on December 19, 2013.

Anthony Giardina

Anthony Giardina
Executive Deputy Secretary of State

Rev. 06/13

252

CERTIFICATE OF INCORPORATION

OF

Guardian Bus Company Inc.

Under Section 402 of the Business Corporation Law

Filed By: Cheyenne Moseley
c/o LegalZoom.com, Inc.
101 N. Brand Blvd., 11th Floor
Glendale, CA 91203

Drawdown
Account: AF
LegalZoom.com, Inc.

RECEIVED
2013 DEC 18 AM 9:07

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STATE OF NEW YORK
DEPARTMENT OF STATE
FILED DEC 18 2013
TAX $
BY:
244

FILED

131218000252

CERTIFICATE OF INCORPORATION

OF

Guardian Bus Company Inc.

Under Section 402 of the Business Corporation Law

IT IS HEREBY CERTIFIED THAT:

FIRST. The name of the corporation is Guardian Bus Company Inc.

SECOND. This corporation is formed to engage in any lawful act or activity for which a corporation may be organized under the Business Corporation Law, provided that it is not formed to engage in any act or activity requiring the consent or approval of any state official, department, board, agency or other body without such consent or approval first being obtained.

THIRD. The county within this state, in which the office of the corporation is to be based, is Queens.

FOURTH. The total number of shares which the corporation shall have the authority to issue is 100 shares of Common Stock, and the par value of each of such shares is $1.00.

FIFTH. The Secretary of State is designated as agent of the corporation upon whom process against the corporation may be served. The address to which the Secretary of State shall mail a copy of any process accepted on behalf of the corporation is:

c/o United States Corporation Agents, Inc.
7014 13th Avenue Suite 202 Brooklyn NY 11228

SIXTH. The name and street address in this state of the registered agent upon whom process against the corporation may be served is:

United States Corporation Agents, Inc.
7014 13th Avenue Suite 202 Brooklyn NY 11228

SEVENTH. The personal liability of the directors of the corporation for monetary damages for breach of fiduciary duty shall be eliminated to the fullest extent permissible under New York law. The corporation is authorized to indemnify its directors and officers to the fullest extent permissible under New York law.

IN WITNESS WHEREOF, I have executed this Certificate of Incorporation on the date below.

Date: December 17, 2013

/s/ Cheyenne Moseley
By: Cheyenne Moseley, Incorporator
LegalZoom.com, Inc.
LDA #0104 in Los Angeles County (expires 12/2013)
101 N. Brand Blvd., 11th Floor, Glendale, CA 91203

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 12-17-2013

Employer Identification Number:
[redacted]

Form: SS-4

Number of this notice: CP 575 A

GUARDIAN BUS COMPANY INC
97-14 ATLANTIC AVENUE
OZONE PARK, NY 11416

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN [redacted]. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 941	04/30/2014
Form 940	01/31/2015
Form 1120	03/15/2014

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, *Election by a Small Business Corporation*.

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, *Electronic Choices to Pay All Your Federal Taxes*. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents (payroll service providers) are available to assist you. Visit the IRS Web site at www.irs.gov for a list of companies that offer IRS e-file for business products and services. The list provides addresses, telephone numbers, and links to their Web sites.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

* Keep a copy of this notice in your permanent records. **This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.** You may give a copy of this document to anyone asking for proof of your EIN.

* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.

* Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is GUAR. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.

(IRS USE ONLY) 575A 12-17-2013 GUAR B 9999999999 SS-4

Keep this part for your records. CP 575 A (Rev. 7-2007)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 A

9999999999

Your Telephone Number ( ) -

Best Time to Call

DATE OF THIS NOTICE: 12-17-2013
EMPLOYER IDENTIFICATION NUMBER: [redacted]
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

GUARDIAN BUS COMPANY INC
97-14 ATLANTIC AVENUE
OZONE PARK, NY 11416

GUARDIAN BUS COMPANY, INC.

FAMILY OWNED, FAMILY OPERATED

Guardian Bus Company, Inc.
3530 Oceanside Road
Oceanside, New York 11572

2025 Principal Officers / Board of Directors

Linda Pues- [redacted]

Lisa DiLorenzo - [redacted]

Corey Muirhead, [redacted]

Guardian Bus Company Inc. and Affiliates

Combined Financial Statements

June 30, 2024 and 2023

PKF O'CONNOR DAVIES
ACCOUNTANTS AND ADVISORS

Independent Auditors' Report

To the Board of Directors
Guardian Bus Company Inc. and Affiliates

Opinion

We have audited the accompanying combined financial statements of Guardian Bus Company Inc. and Affiliates, which comprise the combined balance sheets as of June 30, 2024 and 2023, and the related combined statements of income, shareholders' and members' equity, and cash flows for the years then ended, and the related notes to the combined financial statements.

In our opinion, the combined financial statements referred to above present fairly, in all material respects, the financial position of Guardian Bus Company Inc. and Affiliates as of June 30, 2024 and 2023, and the results of their operations and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Combined Financial Statements section of our report. We are required to be independent of Guardian Bus Company Inc. and Affiliates to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Combined Financial Statements

Management is responsible for the preparation and fair presentation of the combined financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of combined financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the combined financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Guardian Bus Company Inc. and Affiliates' ability to continue as a going concern within one year after the date that the combined financial statements are available to be issued.

PKF O'Connor Davies, LLP is a member firm of the PKF International Limited network of legally independent firms and does not accept any responsibility or liability for the actions or inactions on the part of any other individual member firm or firms.

Auditors' Responsibilities for the Audit of the Combined Financial Statements

Our objectives are to obtain reasonable assurance about whether the combined financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the combined financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the combined financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the combined financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Guardian Bus Company Inc. and Affiliates' internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the combined financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Guardian Bus Company Inc. and Affiliates' ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Report on Supplementary Information

Our audits were conducted for the purpose of forming an opinion on the combined financial statements as a whole. The accompanying schedules of combined direct operating expenses, combined general and administrative expenses, combining balance sheets, combining statements of income, combining direct operating expenses and combining general and administrative expenses included on pages 19-34 are presented for purposes of additional analysis of the combined financial statements and are not a required part of the combined financial statements. The combining information is not included to present the financial position, results of operations of the individual companies, and it is not a required part of the combined financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the combined financial statements. The information has been subjected to the auditing procedures applied in the audit of the combined financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the combined financial statements or to the combined financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the combined financial statements as a whole.

PKF O'Connor Davies, LLP

Woodcliff Lake, New Jersey
November 18, 2024

Guardian Bus Company Inc. and Affiliates

Combined Balance Sheets

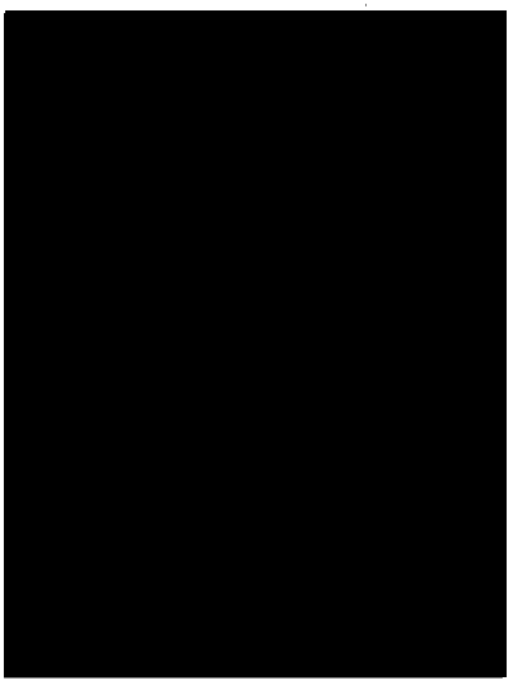
	June 30, 2024	June 30, 2023
ASSETS		
Current Assets		
Cash		
Accounts receivable		
Fuel tax refunds receivable		
Payroll tax credits receivable		
Prepaid expenses		
Prepaid income taxes		
Deposits on equipment		
Total Current Assets		
Property and Equipment, net		
Land		
Building and improvements		
Revenue producing equipment		
Garage and service equipment		
Office furniture and equipment		
Accumulated depreciation and amortization		
Property and Equipment, net		
Other Assets		
Due from shareholders and members		
Deposits		
Total Other Assets		

See notes to combined financial statements

Guardian Bus Company Inc. and Affiliates

Combined Balance Sheets
(continued)

	June 30,	
	2024	2023
LIABILITIES AND SHAREHOLDERS' AND MEMBERS' EQUITY		
Current Liabilities		
Accounts payable and accrued expenses		
Payroll taxes payable		
Union dues and benefits payable		
Income taxes payable		
Current portion of loan payable, related party		
Total Current Liabilities		
Other Liabilities		
Loan payable, related party, net of current portion		
Total Liabilities		
Shareholders' and Members' Equity		



See notes to combined financial statements

Guardian Bus Company Inc. and Affiliates

Combined Statements of Income

	Year Ended June 30,			
	2024	%	2023	%
REVENUE	[redacted]			
OPERATING EXPENSES				
Direct operating				
General and administrative				
Total Operating Expenses				
Income from Operations				
OTHER INCOME (EXPENSE)				
Interest income				
Interest expense				
Gain on disposition of equipment				
Total Other Income (Expense)				
Income Before Provision for Income Taxes				
Provision for Income Taxes				
Net Income				

See notes to combined financial statements

Guardian Bus Company Inc. and Affiliates

Combined Statements of Shareholders' and Members' Equity

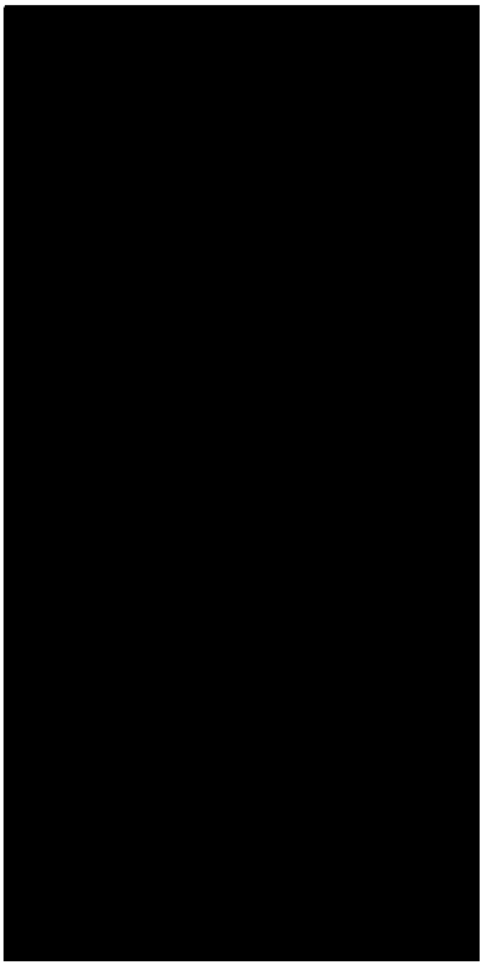
	Year Ended June 30,	
	2024	2023
SHAREHOLDERS' EQUITY		
COMMON STOCK		
Guardian Bus Company Inc. (an S-Corporation)		
Common stock, $1.00 par value		
100 Shares Authorized, issued and outstanding		
Professional Bus Service Maintenance Inc. (an S-Cor		
Common Stock, $1.00 par value		
100 Shares authorized, issued and outstanding		
Total Common Stock		
RETAINED EARNINGS		
Beginning of year		
Distributions to shareholders		
Net income		
End of year		
Total Shareholders' Equity		
MEMBERS' EQUITY		
Beginning of year		
Transfer of capital		
Distributions to members		
Net Income		
End of year		

See notes to combined financial statements

Guardian Bus Company Inc. and Affiliates

Combined Statements of Cash Flows

	Year Ended June 30,	
	2024	2023
CASH FLOWS FROM OPERATING ACTIVITIES		
Net income		
Adjustments to Reconcile Net Income to Net Cash from Operating Activities		
Depreciation and amortization of property and equipment		
Gain on disposition of equipment		
Changes in Operating Assets and Liabilities		
Accounts receivable		
Fuel tax refunds receivable		
Payroll tax credits receivable		
Prepaid expenses		
Prepaid income taxes		
Deposits		
Accounts payable and accrued expenses		
Payroll taxes payable		
Union dues and benefits payable		
Income taxes payable		
Net Cash from Operating Activities		
CASH FLOWS FROM INVESTING ACTIVITIES		
Deposits on equipment		
Purchases of property and equipment		
Proceeds from dispositions of equipment		
Net Cash from Investing Activities		



See notes to combined financial statements

Guardian Bus Company Inc. and Affiliates

Combined Statements of Cash Flows *(continued)*

	Year Ended June 30,	
	2024	2023
CASH FLOWS FROM FINANCING ACTIVITIES		
Net payments to loan payable, related party		
Distributions to shareholders		
Distributions to members		
Net Cash from Financing Activities		
Net Change in Cash and Cash Equivalents		
CASH		
Beginning of year		
End of year		
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION		
Cash Paid During the Year		
Interest		
Income taxes		
NONCASH INVESTING AND FINANCING ACTIVITIES		
Equipment placed in service causing a decrease in deposits on equipment		
Transfer of Capital causing:		
Increase in property and equipment		
Increase in loan payable, related party		

See notes to combined financial statements

1. Organization and Nature of Business

Organization

Guardian Bus Company Inc. and Affiliates (collectively, the "Company") is comprised of two corporations and eight limited liability companies. The limited liability companies have indefinite lives and their members have limited personal liability for the obligations and/or debts of the companies.

Nature of Business

Guardian Bus Company Inc. (the "Bus Co.") is licensed in New York State and transports over 15,000 students in approximately five hundred school buses to over ten school districts in Nassau County, New York. These services include daily route and charter services. The Bus Co. also provides summer bus services to several local camps and local charter and shuttle services to other private clients. Moreover, it has twelve-month contracts with Nassau County and various other not-for-profit organizations to provide bus transportation services for children and adults with special needs.

Professional Bus Service Maintenance Inc. is the organization that exclusively provides the Bus Co., bus maintenance and Department of Transportation functions for over five hundred fully owned vehicles.

The Bus Co. utilizes the wholly owned real estate properties in the remaining companies for parking, maintenance work and office space.

In January 2024, the shareholders of the Bus Co. purchased the majority interest of 95-01 98th St. LLC from a related party. 95-01 98th St. LLC is now wholly owned by the shareholders of the Bus Co.

2. Summary of Significant Accounting Policies

Principles of Combination

The combined financial statements include the accounts of the companies as described in Note 1 above, all of which are under common control. All significant intercompany balances and transactions have been eliminated in combination.

Basis of Presentation and Use of Estimates

The preparation of combined financial statements in conformity with accounting principles generally accepted in the United States of America ("U.S. GAAP") requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the combined financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates. Significant estimates include allowance for credit losses and depreciation.

2. Summary of Significant Accounting Policies *(continued)*

Adoption of New Accounting Pronouncement

In June 2016, the Financial Accounting Standards Board issued an accounting pronouncement related to the measurement of credit losses on financial instruments. This pronouncement and subsequently issued Accounting Standards Updates, clarified certain provisions of the new guidance, changed the incurred loss model for most financial assets and required the use of an expected loss model for instruments measured at amortized cost and certain other instruments that are not measured at fair value through net income. Under this model, entities are required to estimate the lifetime expected credit losses on such instruments and record an allowance to offset the amortized cost basis of the financial asset, resulting in a net presentation of the amount expected to be collected on the financial asset. The adoption of this guidance on July 1, 2023, expanded the Company's required disclosures for its expected credit losses for accounts receivable but did not have a material effect on its combined financial statements.

Revenue Recognition

The Company follows U.S. GAAP revenue recognition guidance which provides a single comprehensive model for entities to use in accounting for revenue arising from contracts with customers.

The Company generates substantially all of its revenue by providing customers with bus service. A performance obligation is considered an individual bus route performed. The contract price with the customer is agreed at the service outlined in the customer contracts. Negotiations with customers are based on a variety of factors including the level of anticipated service and geographic location. The Company has concluded that prices negotiated with each individual customer are representative of each stand-alone bus route.

The Company typically satisfies the obligation to provide bus service to customers at a point in time when the bus route is completed. Revenue is recorded at the time the bus route is completed, which represents substantially all of the Company's revenue. The majority of the Company's revenue arrangements generally consist of a single performance obligation to provide bus service that is satisfied within one year or less.

Revenue is measured as the amount of consideration the Company expects to be entitled to in exchange for providing bus service. The majority of the Company's contracts do not contain variable consideration.

Practical Expedients

The Company's contracts generally include standard commercial payment terms. Customer payment terms are typically less than one year and as such, the Company has applied the practical expedient to exclude consideration of significant financing components from the determination of transaction price. The Company has applied the practical expedient to exclude disclosure of remaining performance obligations as the Company's contracts typically have a term of one year or less.

2. Summary of Significant Accounting Policies *(continued)*

Accounts Receivable and Allowance for Credit Losses

Prior to July 1, 2023, accounts receivable were recorded at the amount invoiced less an allowance for doubtful accounts. The net amount of accounts receivable and corresponding allowance for doubtful accounts were presented on the combined balance sheets. Receivable balances were assessed at every reporting date for collectability and an allowance was recorded if the receivable was considered uncollectable. Subsequent to July 1, 2023, accounts receivables are recorded at amortized cost less an allowance for credit losses that are not expected to be recovered. The amount of accounts receivables and corresponding allowance for credit losses are presented on the combined balance sheets. The Company maintains allowances for credit losses resulting from the expected failure or inability of its customers to make required payments. The Company recognizes the allowance for credit losses at inception and reassesses at every reporting date based on the asset's expected collectability. The allowance is based on multiple factors including historical experience with bad debts, the aging of such receivables and current macroeconomic conditions, as well as expectations of conditions in the future, if applicable. The Company's allowance for credit losses is based on the assessment of the collectability of assets pooled together with similar risk characteristics.

The Company records a provision for expected credit losses using a historical loss-rate method based on the ratio of its historical write-offs to its average accounts receivables. At each reporting period, the Company assesses whether financial assets in a pool continue to display similar risk characteristics. If particular receivables no longer display risk characteristics that are similar to those of the receivables in the pool, the Company may determine that it needs to move those receivables to a different pool or perform an individual assessment of expected credit losses for those specific receivables.

As of June 30, 2024 and 2023, it is management's opinion that all accounts receivable are collectible; therefore, no allowance has been established for credit losses.

Property and Equipment

Property and equipment is stated at cost. Additions, renewals and improvements of property and equipment, unless of relatively minor amounts, are capitalized. The expenditures for maintenance and repairs are expensed as incurred. The cost of property and equipment retired or sold, together with the related accumulated depreciation or amortization is removed from the appropriate accounts and the resulting gain or loss is included in the combined statements of income.

Depreciation and amortization of property and equipment are computed using the straight-line method over the estimated useful lives of the related assets ranging from three to thirty-nine years.

2. Summary of Significant Accounting Policies *(continued)*

Income Taxes

Income taxes are provided for the tax effects of transactions reported in the combined financial statements and consist of taxes currently due and adjustments for prior years' taxes (see Note 6).

Accounting for Uncertainty in Income Taxes

Management has evaluated the tax positions taken on returns for open years and those expected to be taken on returns for the tax year ending December 31, 2024. It is management's belief that there are no material tax positions that are unlikely to be sustained upon examination by tax authorities. Accordingly, no liability for uncertain positions has been reflected in these combined financial statements.

Common Control Leasing Arrangements

U.S. GAAP allows nonpublic companies to elect not to apply variable interest entity guidance to certain common control leasing arrangements if certain criteria are met. The Company has determined that all required criteria existed to apply such guidance to its building lessors, arrangements under common control.

Subsequent Events

The Company evaluates events and transactions occurring subsequent to the date of the combined financial statements for matters requiring recognition or disclosure. The accompanying combined financial statements consider events through November 18, 2024, the date the combined financial statements were available to be issued.

3. Fuel Tax Credits

The Company is eligible to receive refunds for certain taxes paid on exempt fuel purchases. The estimated refunds receivable as of the years ended June 30, 2024 and 2023 were $250,478 and $268,730. Adjustments to these receivables related to eligible fuel purchases are shown as a reduction of the Company's gas and oil expense.

4. Credit Facility, Bank

The Company has available a $6,000,000 credit facility with a bank that provides for working capital and standby letters of credit. The facility is collateralized by substantially all assets of the Company. The credit facility matures in July 2025.

4. Credit Facility, Bank *(continued)*

All drawdowns for working capital must be in the minimum amount of $500,000 and bear interest at the Company's option of the Secured Overnight Financing Rate ("SOFR") plus 2.10% or the Prime rate as published by the Wall Street Journal. The facility requires an annual thirty-day cleanup of any draws. The standby letters of credit extend in successive one-year periods.

The facility contains covenants, which place certain restrictions on the Company from borrowing from outside the bank and requires the Company to maintain certain financial ratios. As of June 30, 2024, the Company was in compliance with these covenants.

5. Related Party Transactions

Loan Payable, Related Party

In 2014, the Company began receiving uncollateralized advances from a Related Party to fund initial operations. The advances were converted into an uncollateralized interest-bearing loan to the Related Party. Interest only amounts at the stated Applicable Federal Rate of 2.06% were due from August 1, 2021 through August 1, 2022. On September 1, 2022, the loan became payable in aggregate monthly installments of $150,000 including interest at 2.06%, maturing April 1, 2043. Interest expense for the years ended June 30, 2024 and 2023 were $539,986 and $551,603.

Maturities of the loan payable, related party are as follows:

Year Ending June 30,	[redacted]
2025	
2026	
2027	
2028	
2029	
Thereafter	
Total	

Leases

The Company leases office, parking and storage areas to a related party on a month-to-month basis. The monthly rentals for the years ended June 30, 2024 and 2023 were $73,853 and $46,708. Rent charged to the related party for the years ended June 30, 2024 and 2023 were $886,236 and $560,500.

5. Related Party Transactions *(continued)*

Maintenance Fees

The Company charges maintenance fees for services provided to a related party. Fees charged to the related party for the years ended June 30, 2024 and 2023 were $2,016,900 and $2,096,909.

Management Fees

The Company is charged management fees for services provided by a related party. Fees charged by the related party for the years ended June 30, 2024 and 2023 were $2,199,089 and $3,361,166.

6. Income Taxes

The provision for income taxes for the years ended June 30, 2024 and 2023 is as follows:

	2024	2023
Current		
State and City	[redacted]	

Provision for income taxes varied from statutory rates, primarily due to the following reasons:

- Two of the corporate companies elected S-Corporation status for Federal income tax purposes. In addition, one of the companies elected S-Corporation status for New York State income tax purposes. The shareholders of an S-Corporation are taxed at the individual level on their proportionate share of the Company's taxable income. Accordingly, no provision is made for either Federal or New York State income taxes for these companies except for New York State and New York City general business corporation franchise tax.

- Eight of the companies file their income tax returns as partnerships for both Federal and New York State income tax purposes. There is no provision for Federal or State income taxes since the income is included on the members' personal income tax returns.

- Income from the operating school bus company is exempt from New York State income taxes but is subject to the general business corporation franchise tax.

- Four of the partnerships have elected to be subject to a New York State pass-through entity tax (the "PTET"). Pursuant to the PTET, the Company is liable for an entity level tax at a rate established under state law applied to the Company's taxable income. The members receive a credit on their state income tax returns for the PTET in proportion to their share of the Company's taxable income or loss. Where applicable, management has elected to be liable for the PTET for the year ended June 30, 2024. The Company considers the portion of the PTET pass-through to be a withholding tax for the benefit of the members and has recorded a distribution in the combined statements of shareholders' and members' equity equal to the PTET. PTET reported as distributions for the years ended June 30, 2024 and 2023 were $48,670 and $24,857.

7. Retirement Plans

The Company maintains a defined benefit contribution plan with a 401(k)-feature covering all employees of the Company. Employees who have met certain age and service requirements are eligible to participate in the plan. Participants may make pre-tax contributions up to the maximum allowed by law. The plan, in accordance with a union agreement, provides an employer match for union mechanics or non-union office personnel in an amount of 50% of the elective deferrals up to 5% of the employees' compensation. The union agreement also requires a fixed match contribution for union drivers and matrons based on days of service per each calendar year. Total Company contributions made for the years ended June 30, 2024 and 2023 were $149,228 and $138,147.

8. Commitments and Contingencies

Union Contracts

The Company entered into a contract with the Transport Workers Union Local 252 ("Local 252"), which provide for benefits and various hourly increases for Union employees over the years of the contract, among other provisions. The contract covers substantially all employees of the Company. The contract expires August 2025. The Local 252 employees of the Company do not participate in retirement plans but does offer a 401(k) plan as described in Note 7.

Legal Matters

The Company is a defendant in certain legal proceedings arising in the normal course of its business. Management is of the opinion that the outcome of these legal matters will not have a material adverse effect on the Company's financial position, results of operations or cash flows.

Environmental Matters

The Company maintains underground fuel tanks, at certain premises it leases, for use in its school bus operations. Management believes the Company is in compliance with all environmental laws and regulations and there are no known environmental issues.

Letters of Credit

The Company has workers' compensation premiums and auto insurance premiums that are covered by letters of credit agreements supported by a bank. As of June 30, 2024, the financial institution had $4,650,000 open letters of credit on behalf of the Company. As of June 30, 2023, the financial institution had $2,560,000 open letters of credit covered by a related party. The letters of credit renewed in August 2024 for twelve months and are collateralized by substantially all of the assets of the Company.

8. Commitments and Contingencies *(continued)*

Common Control Lease Commitments

The Bus Co. has a common control leasing arrangement for office space, an equipment maintenance facility and a parking lot located at 3530 Oceanside Road, Oceanside, New York with 3530 Oceanside Road, LLC ("3530 Oceanside"). The lease is month-to-month and requires monthly payments of $31,059 to 3530 Oceanside.

The Bus Co. has a common control leasing arrangement for a parking lot located at Albany Avenue, Freeport, New York with Albany Road LLC ("Albany Road"). The lease is month-to-month and requires monthly payments of $12,989 to Albany Road.

The Bus Co. has a common control leasing arrangement for a parking lot located at 11 McCarthy Road, Island Park, New York with Long Beach Rd Realty LLC ("Long Beach"). The lease is month-to-month and requires monthly payments of $23,562 to Long Beach.

The Bus Co. has a common control leasing arrangement for a parking lot located at Neil Court, Oceanside, New York with Neil Court Realty LLC ("Neil Court"). The lease is month-to-month and requires monthly payments of $6,248 to Neil Court.

The Bus Co. has a common control leasing arrangement for office space, an equipment maintenance facility and a parking lot located at 107 Lawson Boulevard, Oceanside, New York with 107 Lawson Realty Co, LLC ("107 Lawson"). The lease is month-to-month and requires monthly payments of $15,513 to 107 Lawson.

All rental income and expense from common control lease agreements represent exclusive arrangements and have been eliminated in combination.

9. Concentrations of Credit Risk

Financial instruments which potentially subject the Company to concentrations of credit risk consist principally of cash and cash equivalents and trade accounts receivable.

Cash and Uninsured Cash Balances

Financial instruments that potentially subject the Company to concentrations of credit and market risk consist principally of cash and cash equivalents, on deposit with financial institutions. Deposits held at financial institutions insured by the Federal Deposit Insurance Corporation ("FDIC") are insured up to $250,000. As of June 30, 2024 and 2023, the Company's uninsured cash balances totaled approximately $5,602,400 and $6,104,800.

9. Concentrations of Credit Risk *(continued)*

Accounts Receivable

The Company provides transportation services and bus charters for local school districts, municipal governments and various companies and organizations under binding contracts. The Company routinely assesses the financial strength of its customers and, as a consequence, believe that its trade accounts receivable risk exposure is limited. Generally, the Company does not require collateral or other security to support customer receivables.

10. Major Customers

Revenue derived from the Company's four largest customers for the year ended June 30, 2024, accounted for approximately 42% and revenue from the Company's four largest customers for the year ended June 30, 2023 was approximately 44% of total revenue.

Outstanding accounts receivable from these customers as of June 30, 2024 and 2023 was approximately $2,623,200 and $3,134,800.

No other customer accounted for more than 10% of revenue during the years ended June 30, 2024 or 2023.

*****

Guardian Bus Company, Inc. and Affiliates

Supplementary Information
June 30, 2024 and 2023

Guardian Bus Company Inc. and Affiliates

Combined Direct Operating Expenses
and Combined General and Administrative Expenses

	Year Ended June 30,			
	2024	%	2023	%
DIRECT OPERATING EXPENSES				
Salaries				
Payroll taxes				
Employee benefits				
Management fees				
Repairs and maintenance, vehicles				
Gas and oil				
Insurance, vehicles				
Insurance, other				
Inspection fees, tests and licenses				
Other taxes				
Laundry and uniforms				
Operating supplies				
Repairs and maintenance, property				
Tolls and parking				
Performance bonds and fees				
Depreciation and amortization of property and equipment				
GENERAL AND ADMINISTRATIVE EXPENSES				
Salaries, office				
Payroll taxes				
Office expenses and entertainment				
Professional fees				
Telephone				
Utilities				
Bank charges				
Miscellaneous				

See independent auditors' report

Guardian Bus Company Inc. and Affiliates

Combining Balance Sheets
June 30, 2024

Assets

	Guardian Bus Company Inc.	Professional Bus Service Maintenance Inc.	3530 Oceanside Road LLC	Albany Road LLC
Current Assets				
Cash				
Accounts receivable				
Fuel tax refunds receivable				
Prepaid expenses				
Prepaid Income Taxes				
Deposits on equipment				
Total Current Assets				
Property and Equipment, net				
Land				
Buildings and improvements				
Revenue producing equipment				
Garage and service equipment				
Office furniture and equipment				
Accumulated depreciation and amortization				
Property and Equipment, net				
Other Assets				
Due from shareholders and members				
Deposits				
Loans receivable, affiliate				
Total Other Assets				
Total Assets				

See independent auditors' report

Guardian Bus Company Inc. and Affiliates

Combining Balance Sheets (Continued)
June 30, 2024

Assets

	Long Beach Rd Realty LLC	Guardian Hampton Road Realty LLC	Neil Court Realty LLC	107 Lawson Realty Co LLC
Current Assets				
Cash				
Accounts receivable				
Fuel tax refunds receivable				
Prepaid expenses				
Prepaid Income Taxes				
Deposits on equipment				
Total Current Assets				
Property and Equipment, net				
Land				
Buildings and improvements				
Revenue producing equipment				
Garage and service equipment				
Office furniture and equipment				
Accumulated depreciation and amortization				
Property and Equipment, net				
Other Assets				
Due from shareholders and members				
Deposits				
Loans receivable, affiliate				
Total Other Assets				
Total Assets				

See independent auditors' report

Guardian Bus Company Inc. and Affiliates

Combining Balance Sheets (Continued)
June 30, 2024

Assets

	95-01 98th St. LLC	97-30 Atlantic LLC	Reclassifications/ Eliminations	Combined
Current Assets				
Cash				
Accounts receivable				
Fuel tax refunds receivable				
Prepaid expenses				
Prepaid Income Taxes				
Deposits on equipment				
Total Current Assets				
Property and Equipment, net				
Land				
Buildings and improvements				
Revenue producing equipment				
Garage and service equipment				
Office furniture and equipment				
Accumulated depreciation and amortization				
Property and Equipment, net				
Other Assets				
Due from shareholders and members				
Deposits				
Loans receivable, affiliate				
Total Other Assets				
Total Assets				

See independent auditors' report

Guardian Bus Company Inc. and Affiliates

Combining Balance Sheets (Continued)
June 30, 2024

Liabilities and Shareholders' and Members' Equity (Deficit)

	Guardian Bus Company Inc.	Professional Bus Service Maintenance Inc.	3530 Oceanside Road LLC	Albany Road LLC
Current Liabilities				
Accounts payable and accrued expenses				
Payroll taxes payable				
Union dues and benefits payable				
Income taxes payable				
Current portion of loan payable, related party				
Total Current Liabilities				
Other Liabilities				
Loan payable, related party, net of current portion				
Total Liabilities				
Shareholders' and Members' Equity (Deficit)				
Total Liabilities and Shareholders' and Members' Equity (Deficit)				

See independent auditors' report

Guardian Bus Company Inc. and Affiliates

Combining Balance Sheets (Continued)
June 30, 2024

Liabilities and Shareholders' and Members' Equity (Deficit)

	Long Beach Rd Realty LLC	Guardian Hampton Road Realty LLC	Neil Court Realty LLC	107 Lawson Realty Co LLC
Current Liabilities				
Accounts payable and accrued expenses				
Payroll taxes payable				
Union dues and benefits payable				
Income taxes payable				
Current portion of loan payable, related party				
Total Current Liabilities				
Other Liabilities				
Loan payable, related party, net of current portion				
Total Liabilities				
Shareholders' and Members' Equity (Deficit)				
Total Liabilities and Shareholders' and Members' Equity (Deficit)				

See independent auditors' report

Guardian Bus Company Inc. and Affiliates

Combining Balance Sheets (Continued)
June 30, 2024

Liabilities and Shareholders' and Members' Equity (Deficit)

	95-01 98th St. LLC	97-30 Atlantic LLC	Reclassifications/ Eliminations	Combined
Current Liabilities				
Accounts payable and accrued expenses				
Payroll taxes payable				
Union dues and benefits payable				
Income taxes payable				
Current portion of loan payable, related party				
Total Current Liabilities				
Other Liabilities				
Loan payable, related party, net of current portion				
Total Liabilities				
Shareholders' and Members' Equity (Deficit)				
Total Liabilities and Shareholders' and Members' Equity (Deficit)				

See independent auditors' report

Guardian Bus Company Inc. and Affiliates

Combining Statements of Income
Year Ended June 30, 2024

	Guardian Bus Company Inc.	Professional Bus Service Maintenance Inc.	3530 Oceanside Road LLC	Albany Road LLC
Revenue				
Total Revenue				
Operating Expenses				
Direct operating				
General and administrative				
Total Operating Expenses				
Income From Operations				
Other Income (Expense)				
Interest income				
Interest expense				
Gain (loss) on disposition of equipment				
Total Other Expense				
Income Before Provision for Income Taxes				
Provision for income taxes				
Net Income				

See independent auditors' report

Guardian Bus Company Inc. and Affiliates

Combining Statements of Income (Continued)
Year Ended June 30, 2024

	Long Beach Rd Realty LLC	Guardian Hampton Road Realty LLC	Neil Court Realty LLC	107 Lawson Realty Co LLC
Revenue				
Total Revenue				
Operating Expenses				
Direct operating				
General and administrative				
Total Operating Expenses				
Income From Operations				
Other Income (Expense)				
Interest income				
Interest expense				
Gain (loss) on disposition of equipment				
Total Other Expense				
Income Before Provision for Income Taxes				
Provision for income taxes				
Net Income				

See independent auditors' report

Guardian Bus Company Inc. and Affiliates

Combining Statements of Income (Continued)
Year Ended June 30, 2024

	95-01 98th St. LLC	97-30 Atlantic LLC	Reclassifications/ Eliminations	Combined
Revenue				
Total Revenue				
Operating Expenses				
Direct operating				
General and administrative				
Total Operating Expenses				
Income From Operations				
Other Income (Expense)				
Interest income				
Interest expense				
Gain (loss) on disposition of equipment				
Total Other Expense				
Income Before Provision for Income Taxes				
Provision for income taxes				
Net Income				



See independent auditors' report

Guardian Bus Company Inc. and Affiliates

Combining Statements of Shareholders and Members Equity (Deficit)
Year Ended June 30, 2024

	Guardian Bus Company Inc.	Professional Bus Service Maintenance Inc.	3530 Oceanside Road LLC	Albany Road LLC
Common Stock				
Balance, beginning and end of year	[redacted]			
Retained Earnings				
Balance, beginning of year				
Distributions to shareholders				
Net Income				
Balance, end of year				
Members' Equity				
Balance, beginning of year				
Transfer of capital				
Distributions to members				
Net Income				
Balance, end of year				
Total Shareholders' and Members' Equity (Deficit)				

See independent auditors' report

Guardian Bus Company Inc. and Affiliates

Combining Statements of Shareholders and Members Equity (Deficit)
(Continued)
Year Ended June 30, 2024

	Long Beach Rd Realty LLC	Guardian Hampton Road Realty LLC	Neil Court Realty LLC	107 Lawson Realty Co LLC
Common Stock				
Balance, beginning and end of year	[redacted]			
Retained Earnings				
Balance, beginning of year				
Distributions to shareholders				
Net Income				
Balance, end of year				
Members' Equity				
Balance, beginning of year				
Transfer of capital				
Distributions to members				
Net Income				
Balance, end of year				
Total Shareholders' and Members' Equity (Deficit)				

See independent auditors' report

Guardian Bus Company Inc. and Affiliates

Combining Statements of Shareholders and Members Equity (Deficit)
(Continued)
Year Ended June 30, 2024

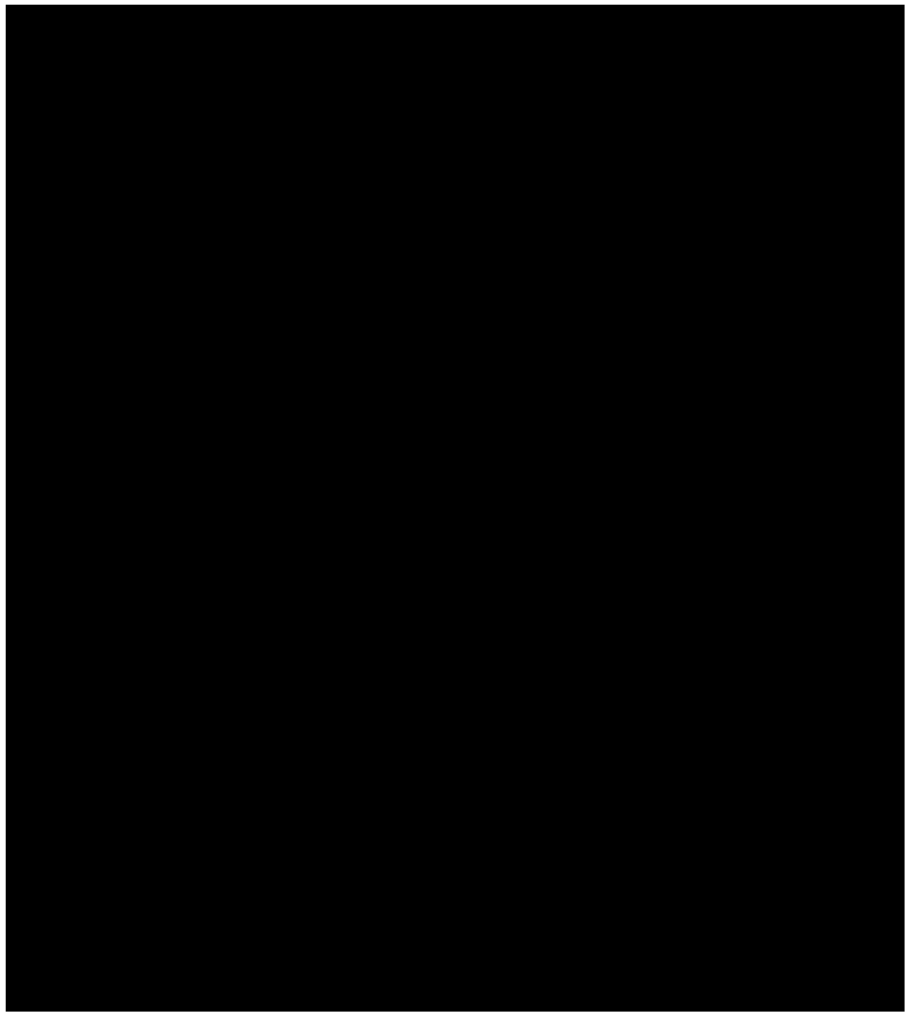
	95-01 98th St. LLC	97-30 Atlantic LLC	Reclassifications/ Eliminations	Combined
Common Stock				
Balance, beginning and end of year	[redacted]			
Retained Earnings				
Balance, beginning of year				
Distributions to shareholders				
Net Income				
Balance, end of year				
Members' Equity				
Balance, beginning of year				
Transfer of capital				
Distributions to members				
Net Income				
Balance, end of year				
Total Shareholders' and Members' Equity (Deficit)				

See independent auditors' report

Guardian Bus Company Inc. and Affiliates

Combining Direct Operating Expenses and Combining General and Administrative Expenses
Year Ended June 30, 2024

	Guardian Bus Company Inc.	Professional Bus Service Maintenance Inc.	3530 Oceanside Road LLC	Albany Road LLC
Direct Operating Expenses				
Salaries				
Payroll taxes				
Employee benefits				
Management fees				
Repairs and maintenance, vehicles				
Gas and oil				
Insurance, vehicles				
Insurance, other				
Inspection fees, tests and licenses				
Other taxes				
Laundry and uniforms				
Operating supplies				
Rent, premises				
Repairs and maintenance, property				
Tolls and parking				
Performance Bonds and Fees				
Depreciation and amortization of property and equipment				
Total Direct Operating Expenses				
General and Administrative Expenses				
Salary, other				
Payroll taxes				
Office expenses and entertainment				
Professional fees				
Telephone				
Utilities				
Bank charges				
Miscellaneous				
Total General and Administrative Expenses				



See independent auditors' report

Guardian Bus Company Inc. and Affiliates

Combining Direct Operating Expenses and Combining General and Administrative Expenses (Continued)
Year Ended June 30, 2024

	Long Beach Rd Realty LLC	Guardian Hampton Road Realty LLC	Neil Court Realty LLC	107 Lawson Realty Co LLC
Direct Operating Expenses				
Salaries				
Payroll taxes				
Employee benefits				
Management fees				
Repairs and maintenance, vehicles				
Gas and oil				
Insurance, vehicles				
Insurance, other				
Inspection fees, tests and licenses				
Other taxes				
Laundry and uniforms				
Operating supplies				
Rent, premises				
Repairs and maintenance, property				
Tolls and parking				
Performance Bonds and Fees				
Depreciation and amortization of property and equipment				
Total Direct Operating Expenses				
General and Administrative Expenses				
Salary, other				
Payroll taxes				
Office expenses and entertainment				
Professional fees				
Telephone				
Utilities				
Bank charges				
Miscellaneous				
Total General and Administrative Expenses				

[redacted]

See independent auditors' report

Guardian Bus Company Inc. and Affiliates

Combining Direct Operating Expenses and Combining General and Administrative Expenses (Continued)
Year Ended June 30, 2024

	95-01 98th St. LLC	97-30 Atlantic LLC	Reclassifications/ Eliminations	Combined
Direct Operating Expenses				
Salaries				
Payroll taxes				
Employee benefits				
Management fees				
Repairs and maintenance, vehicles				
Gas and oil				
Insurance, vehicles				
Insurance, other				
Inspection fees, tests and licenses				
Other taxes				
Laundry and uniforms				
Operating supplies				
Rent, premises				
Repairs and maintenance, property				
Tolls and parking				
Performance Bonds and Fees				
Depreciation and amortization of property and equipment				
Total Direct Operating Expenses				
General and Administrative Expenses				
Salary, other				
Payroll taxes				
Office expenses and entertainment				
Professional fees				
Telephone				
Utilities				
Bank charges				
Miscellaneous				
Total General and Administrative Expenses				

[redacted]

See independent auditors' report

131218000252

CERTIFICATE OF INCORPORATION

OF

Guardian Bus Company Inc.

Under Section 402 of the Business Corporation Law

IT IS HEREBY CERTIFIED THAT:

FIRST. The name of the corporation is Guardian Bus Company Inc.

SECOND. This corporation is formed to engage in any lawful act or activity for which a corporation may be organized under the Business Corporation Law, provided that it is not formed to engage in any act or activity requiring the consent or approval of any state official, department, board, agency or other body without such consent or approval first being obtained.

THIRD. The county within this state, in which the office of the corporation is to be based, is Queens.

FOURTH. The total number of shares which the corporation shall have the authority to issue is 100 shares of Common Stock, and the par value of each of such shares is $1.00.

FIFTH. The Secretary of State is designated as agent of the corporation upon whom process against the corporation may be served. The address to which the Secretary of State shall mail a copy of any process accepted on behalf of the corporation is:

c/o United States Corporation Agents, Inc.
7014 13th Avenue Suite 202 Brooklyn NY 11228

SIXTH. The name and street address in this state of the registered agent upon whom process against the corporation may be served is:

United States Corporation Agents, Inc.
7014 13th Avenue Suite 202 Brooklyn NY 11228

SEVENTH. The personal liability of the directors of the corporation for monetary damages for breach of fiduciary duty shall be eliminated to the fullest extent permissible under New York law. The corporation is authorized to indemnify its directors and officers to the fullest extent permissible under New York law.

IN WITNESS WHEREOF, I have executed this Certificate of Incorporation on the date below.

Date: December 17, 2013

/s/ Cheyenne Moseley
By: Cheyenne Moseley, Incorporator
LegalZoom.com, Inc.
LDA #0104 in Los Angeles County (expires 12/2013)
101 N. Brand Blvd., 11th Floor, Glendale, CA 91203

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 12-17-2013

Employer Identification Number: [redacted]

Form: SS-4

Number of this notice: CP 575 A

GUARDIAN BUS COMPANY INC
97-14 ATLANTIC AVENUE
OZONE PARK, NY 11416

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN [redacted] This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 941	04/30/2014
Form 940	01/31/2015
Form 1120	03/15/2014

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, *Election by a Small Business Corporation*.

(IRS USE ONLY) 575A 12-17-2013 GUAR B 9999999999 SS-4

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, *Electronic Choices to Pay All Your Federal Taxes*. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents (payroll service providers) are available to assist you. Visit the IRS Web site at www.irs.gov for a list of companies that offer IRS e-file for business products and services. The list provides addresses, telephone numbers, and links to their Web sites.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

* Keep a copy of this notice in your permanent records. **This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.** You may give a copy of this document to anyone asking for proof of your EIN.

* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.

* Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is GUAR. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.

(IRS USE ONLY) 575A 12-17-2013 GUAR B 9999999999 SS-4

Keep this part for your records. CP 575 A (Rev. 7-2007)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 A

9999999999

Your Telephone Number ( ) -

Best Time to Call

DATE OF THIS NOTICE: 12-17-2013
EMPLOYER IDENTIFICATION NUMBER: [redacted]
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

GUARDIAN BUS COMPANY INC
97-14 ATLANTIC AVENUE
OZONE PARK, NY 11416

COUNTY OF NASSAU

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

1. Name of the Entity: Guardian Bus Company., Inc

Address: 3530 Oceanside Road

City: Oceanside State/Province/Territory: NY Zip/Postal Code: 11572

Country: US

2. Entity's Vendor Identification Number: [redacted]

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):

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.

Linda Pues- 50% owner, Co President [redacted]
Lisa DiLorenzo - 50% Owner, Co President , [redacted]
Corey Muirhead, Vice President, [redacted]

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.

Albany Road LLC - real estate holding co
Long Beach Road Realty LLC - real estate holding co
Guardian Hampton Road Realty LLC- real estate holding co
3530 Oceanside Road LLC - real estate holding co
Professional Bus Maintenance Inc - bus maintenance repair company
New York Safe Rides, Inc - school bus company
Neil Court LLC - real estate holding co
107 Lawson Realty real estate holding co
95-01 98th St. LLC- real estate holding co
97-30 Atlantic LLC-real estate holding co

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

(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:
Corey Muirhead [CMUIRHEAD@LOGANBUS.COM]

Dated: 03/17/2026 10:48:59 am

Title: 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.

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only)
GUARDIAN BUS COMPANY INC.
3530 OCEANSIDE ROAD
OCEANSIDE, NY 11572

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*

1b. Business Telephone Number of Insured
7187387373

1c. Federal Employer Identification Number of Insured or Social Security Number
[redacted]

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
Nassau County Department of Health
200 Count
Mineola, NY 11501

3a. Name of Insurance Carrier
Standard Security Life Insurance Company of New York

3b. Policy Number of Entity Listed in Box 1a
30812-37

3c. Policy Effective Period
12/19/2013 to 8/20/2026

4. Policy provides the following benefits:
- [x] A. Both disability and Paid Family Leave benefits.
- [ ] B. Disability benefits only.
- [ ] C. Paid Family Leave benefits only.

5. Policy covers:
- [x] 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 8/21/2025 By Talin Conti
(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)

Telephone Number (212) 355-4141 Name and Title TALIN CONTI/MGR. 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 emailed to PAU@wcb.ny.gov or it can 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 4B, 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(Article 9 of the Workers' Compensation Law) with respect to all of their 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 NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate)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 NYS 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 Insurance Coverage for NYS disability and/ or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.

NYS 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.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/10/2026

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	CONTACT NAME:	
James C. Herrmann & Associates, Ltd. 270 Sunrise Highway , 2nd Floor P.O. Box 430 Rockville Centre NY 11571	PHONE (A/C, No, Ext): (516) 678-2626	FAX (A/C, No): (516) 766-4167
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Lancer Insurance Company	26077
INSURER B :	Hartford Accident and Indemnity Company	22357
INSURER C :	Navigators Insurance Company	42307
INSURER D :	AGCS Marine Insurance Co	22837
INSURER E :	Houston Casualty Company	42374
INSURER F :		

INSURED: Guardian Bus Company Inc, 3530 Oceanside Road, Oceanside, NY 11572

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	x		[redacted]	02/15/2026	02/15/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 5,000,000 $ 100,000 $ 10,000 $ 5,000,000 $ 5,000,000 $ 5,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS	x		[redacted]	02/15/2026	02/15/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 5,000,000 $ $ $
C	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	x		[redacted]	02/15/2025	02/15/2026	EACH OCCURRENCE AGGREGATE 5xof5 Follow Form	$ 5,000,000 $ 5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		[redacted]	07/01/2025	07/01/2026	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
E	Sexual Abuse & Misconduct Liab			[redacted]	06/16/2025	06/16/2026	$1,000,000	
D	Business Personal Property				08/24/2025	08/24/2026	$1,500,000 All Risk	

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

Certificate holder is added as additional insured, but only as respects the operations of the named insured and only to the extent the additional insured is held liable for the conduct of the named insured.

CERTIFICATE HOLDER

Nassau County Department of Health
200 County Seat Drive
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  <DA>

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NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name and address of Insured (use street address only) Guardian Bus Company, Inc. 3530 Oceanside Road Oceanside, NY 11572 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	1b. Business Telephone Number of Insured 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number [redacted]
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Nassau County Department of Health 200 County Seat Drive Mineola, NY 11501	3a. Name of Insurance Carrier Hartford Accident & Indemnity Co. 3b. Policy Number of Entity Listed in Box "1a": 12 WN S80600 3c. Policy effective period: 07/01/25 to 07/01/26 3d. The Proprietor, Partners or Executive Officers are [x] included. (Only check box if all partners/officers included) [ ] all excluded or certain partners/officers excluded.

This certifies 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, 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 Worker's 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: Sara Seier
(print name of authorized representative or licensed agent of insurance carrier)

Approved by: Sara Seier 08/21/25
(Signature) (Date)

Title: Operations Manager

Telephone Number of authorized representative or licensed agent of insurance carrier: 860-547-5000

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.

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.

Certified: --

E-59-26

FILED BY THE NASSAU COUNTY CLERK OF THE LEGISLATURE APRIL 29, 2026 3:58 PM

NIFS ID: CQHE26000004

Capital:

Contract ID #: **CQHE26000004**

NIFS Entry Date: **03/23/2026**

Department: Health

Service: **Preschool Bus Transportation**

Term: from **08/01/2026** to **07/31/2029**

Contract Delayed:

Slip Type: **New**		
CRP:		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	**Yes**
2) Comptroller Approval Form Attached:	**No**
3) CSEA Agmt. & 32 Compliance Attached:	**No**
4) Significant Adverse Information Identified? (if yes, attach memo):	**No**
5) Insurance Required:	**Yes**

Vendor/Municipality Info:	
Name: **L&M Bus Corp**	ID#:**200292288**
Main Address: **231 Malta StreetBrooklyn, NY 11207** Contract Specific Address: **22157 Network Place Chicago, IL 60673**	
Main Contact: **Regina Morana** Contract Specific Contact: **Joseph Sgro**	
Main Phone: **(347) 413-2300** Contract Specific Phone: **(516) 754-5563**	

Department:
Contact Name: **Daniel Naftol**
Address: **200 County Seat Dr Mineola, NY 11501**
Phone: **(516) 227-8598**
Email: **dnaftol@nassaucountyny.gov**

Contract Summary

Purpose: Preschool Special Education Bus Transportation - Contract with bus companies to safely and reliably transport preschool children to and from their educational programs
Procurement History: RFP #HE0708-2535 issued 7/8/26
Description of General Provisions: It is the intent of the County of Nassau to properly describe by these specifications, terms and conditions for an adequate method of providing for transportation of students requiring specialized transportation to and from approximately 33 schools on a daily basis. (There are approximately 1400 students for the agency or agencies named herein in order that they may enjoy uninterrupted service in consideration for payment of the prices bid.)
Impact on Funding / Price Analysis: Initial encumbrance of $6,000,000.00 through 12/31/26. Total contract shall not exceed $44,000,000.00. State reimbursement of 59.5%
Change in Contract from Prior Procurement: New Contract
Method of Source Selection:

☑ Request For Proposals awarded to proposer offering best value

RFP #: HE0708-2535

Advertised On: 07/08/2025

Advertised In: Official Newspaper

Proposals Due On: 09/12/2025

Number of proposals received: 6

Evaluation Committee members: NCDOH:D. Mancilla (Chair), R. Gonzalez, L. Kenny, R. Oh, H Sherman. Non voting: D. Naftol, C. Langdon, S. Schechter

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.

The contract has been awarded to the proposer offering the lowest cost proposal

MWBE Participation:

☑ Participation of Minority-owned and Women-owned Business Enterprises 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 by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

☑ Vendor will not require any subcontractors.

Contractor is a (check all that apply):

☐ MWBE

☐ SDVOB

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
GEN	54	5400	PP	HEGEN5400	PP760	HEGEN5400 PP760	01	$6,000,000.00
						TOTAL		**$6,000,000.00**

Additional Info	
Blanket Encumbrance	
Transaction	
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	$2,430,000.00
Federal	$0.00
State	$3,570,000.00
Capital	$0.00
Other	$0.00
Total	**$6,000,000.00**

Routing Slip

Department			
NIFS Entry	Daniel Naftol	03/23/2026 10:08AM	Approved
NIFS Final Approval	Deneen Jenkins	03/23/2026 04:02PM	Approved
Final Approval	Deneen Jenkins	03/23/2026 04:02PM	Approved
County Attorney			
Approval as to Form	Julie Silverstein	03/23/2026 06:30PM	Approved
RE & Insurance Verification	Grady Farnan	03/24/2026 07:49AM	Approved
NIFS Approval	Mary Nori	04/01/2026 12:48PM	Approved
Final Approval	Julie Silverstein	04/29/2026 11:26AM	Approved
OMB			
NIFS Approval	Amanda Cohn	03/24/2026 11:50AM	Approved
NIFA Approval	Irfan Qureshi	03/26/2026 10:24AM	Approved
Final Approval	Irfan Qureshi	03/26/2026 10:24AM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	04/01/2026 02:58PM	Approved
DCE Compliance Approval	Robert Cleary	04/27/2026 05:42PM	Approved
Vertical DCE Approval	Anissa Moore	04/28/2026 10:05AM	Approved
Final Approval	Anissa Moore	04/28/2026 10:05AM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	04/29/2026 02:22PM	Approved
Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending
Legal Approval			Pending

Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

RULES RESOLUTION NO. – 2026

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF HEALTH AND L&M BUS CORP

WHEREAS, the County has negotiated a personal services agreement with L&M Bus Corp, to provide the County with transportation 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 an agreement with L&M Bus Corp

CONTRACT FOR SERVICES

THIS AGREEMENT, made as of the date this agreement is last executed by the County (together with the schedules, appendices, attachments, and exhibits, if any, this "Agreement"), between

Nassau County, a municipal corporation having its principal office at1 West Street, Mineola, New York 11501 (the "County"), acting on behalf of the Nassau County Department of Health, having its principal office at 200 County Seat Drive Mineola, NY 11501 (the "Department"),

- and –

L&M Bus Corporation, a limited liability New York corporation, having its principal address at 3167 Atlantic Avenue, Brooklyn, New York 11207 (the "Contractor").

W I T N E S S E T H:

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

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 premises and mutual covenants contained in this Agreement, the parties agree as follows:

1) **Term**.
   A. This Agreement shall commence on August 1, 2026, and shall terminate on July 31, 2029 (the "Initial Term"), unless sooner terminated as provided for herein. The Department may, in its sole discretion, renew the term of this Agreement, on the below agreed upon terms and conditions, for one (1) additional two (2) year period (the "Renewal Term"), for a possible total term of five (5) years, subject to the County's right of early termination as provided in the contract.

   B. The decision to renew the contract(s) will be at the sole discretion of the Department and may be exercised by written notice thereof to the Contractor.

2) **Services.**
   A. The services and scope of work to be provided by the Contractor under this Agreement shall consist of but are not limited to safely and reliably transport preschool children to and from their educational programs, within the geographic transportation service area(s) ("Zone(s)") they have been awarded, as shown in **SCHEDULE A**, attached below as **EXHIBIT B**.
   B. The contractor will be required to provide reports to the County, as well as provide all findings and recommended actions to mitigate any issues found. All findings and recommended actions must include prioritization based on risk, factoring current intelligence into the risk level. The contractor will also be required to include guidance on how to remediate each item, as well as estimated internal staff hours needed to address each item. The contractor will not remediate any findings unless instructed by the County. The County will pursue recommended actions using the contractor's guidance as appropriate. The full scope of the Contractor's duties and responsibilities is explained in greater detail in **EXHIBIT A ("Scope of Services")**, attached below.

C. Renewal Services: Services to be provided during the renewal period shall be based on the results of the initial contract period services and current needs of the County.

3) **Payment**.

(a) **Amount of Consideration**. The maximum amount to be paid to the Contractor as full consideration for the Services and all Additional Services performed under this Agreement during the Initial Term, shall not exceed Forty-Four Million ($44,000,000.00) DOLLARS (the "Maximum Amount"). The Maximum Amount is inclusive of any and all expenses and shall be payable as shown in **SCHEDULE A – Monthly Zone Charges,** attached below as **EXHIBIT B**

(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. The Contractor further acknowledges that the initial encumbrance authorized upon approval of this Agreement shall be Six Million ($6,000,000.00) DOLLARS. Thereafter, the Department shall notify the Contractor of the availability of additional monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

(c) **Vouchers; Voucher Review, Approval and Audit**. All Payments shall be made in arrears and in accordance with Section 3(a) above and shall be contingent upon (i) the Contractor submitting Vouchers in a form satisfactory to the County that: (a) states with reasonable specificity the services to be provided and the payment requested as consideration for such services, (b) certifies that the services to be rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "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 parties 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, and (ii) authorized by this Agreement to be performed. The Contractor will receive no payments respecting any services performed after the Contractor received notice of termination from the County.

4) **Non-Completion**. Unless otherwise specifically addressed elsewhere in this Agreement, in the event the Agreement is terminated, or the Program cancelled for any reason prior to the date of completion of the Program, the Contractor shall immediately return any and all payment that the Contractor has receive. The re-payments shall be made within seven (7) days from the notice of cancellation or when the performance was due, whichever is sooner.

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 Contractors (a "Contractors 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, Default and/or Claims.** The Contractor represents it 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 but not limited to 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. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of the County's vendor registration protocol, Procurement Policy, Charter and Administrative Rules and Regulations and other rules promulgated from time to time from the County and/or relevant Department. 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. The Contractor shall have a continuing obligation, as circumstances arise, to update the County regarding any changes to the Contractor's disclosures.
   (b) **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 shall require all Contractor Agents, Contractor subcontractors, and their respective employees (including Contractor's own employees) to execute a confidentiality agreement, attached hereto as Exhibit A (the "Confidentiality Agreement"), prior to commencing Services under this Agreement. The Contractor shall provide the executed Confidentiality Agreements to the Department prior to the Contractor Agent or subcontractor commencing Services. 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.
   (c) The Contractor further acknowledges that to extent this Agreement is subject to approval by the County Legislature, the Agreement, together with any other forms and Contractor disclosures that make up the contract package that is submitted for County approvals (the "Contract Package"), will be posted on the County website. If the Contractor believes that the Contract Package contains information that is excepted from FOIL, such as information of a personal or private nature, the Contractor may submit a duplicate redacted Contract Package for the County's consideration. If the redactions are acceptable to the County, the County will post the redacted Contract Package to the County website. Failure of the

Contractor to submit a redacted Contract Package shall be deemed Contractor's consent to the posting of the un-redacted Contract Package to the County website.

8) **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.

9) **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.

10) **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:
   A. Contractor shall comply with the applicable requirements of the Living Wage Law, as amended.
   B. Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, such breach being 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.
   C. On a yearly basis, Contractor shall provide the County with any material changes to its Certificate of Compliance, attached to this Agreement as Appendix L.

11) **Vendor Code of Ethics**. By executing this Agreement, the Contractor hereby certifies and covenants that:
   A. 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;
   B. 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;
   C. All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;
   D. 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;

E. 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;

F. 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; and

G. The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. Including but not limited to, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," ("MWBE") which governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts (See Appendix "EE" attached hereto.)

   i) IF APPLICABLE AND AT THE OPTION OF THE OFFICE OF MINORITY AFFAIRS "OMA") In an effort to increase the utilization of minority, woman, veteran and Service-Disabled Veteran-Owned Business ("SDVOB") the County is implementing an overall target of 15% MWBE and 2% SDVOB participation in locally funded procurements. Each vendor and/or subcontractor agrees to cooperate and make its best efforts to assist the procuring Department and OMA in achieving this goal. Such best efforts may include, but are not limited to, providing upon request to OMA, information related to Contractor's utilization of SDVOB and MWBE. The County may utilize such information in determining the ability of the contractor to receive future awards.

12) **Minimum Service Standards**. Regardless of whether required by Law:

A. The Contractor shall conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

B. The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates.

C. The Contractor 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, permits, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

13) Right to Works/Ownership of Work Product/Copyright.

A. Contractor retains all right, title and interest, including all copyrights, patent rights and trade secret rights, in any Contractor property or works. Contractor hereby grants to County a non -exclusive, irrevocable, non-transferable, royalty-free, perpetual internal use license to use such Contractor Works. As used in this Agreement, the term "Contractor Works" means any of the following: (i) any software program, algorithm, process, methodology, documentation, report, data, flow diagram, document, or other material owned, generated, or distributed by Contractor prior to or separately from this Agreement; or (ii) any tools or utilities developed by or on behalf of Contractor or used by Contractor.

B. The County retains sole ownership and all right, title, and interest in and to any reports, documents data, photographs, deliverables, and/ or other materials provided by the County ("County Works") to the Contractor for services under this Agreement. Contractor will use County Works in accordance with this Agreement.

C. Any reports, documents, data, photographs, deliverables, 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 produced pursuant to this Agreement, shall upon their creation become the exclusive property of the County.

D. Any reports, documents, data, photographs, deliverables, and/or other materials provided pursuant to this Agreement ("Copyrightable Materials") shall be considered "work-made-for-hire" pursuant to 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. The Copyrightable Materials shall be used by the Contractor for no purpose other than in the performance of this Agreement without the prior written permission of the County. The County may grant the Contractor a license to use the Copyrightable Materials on such terms as determined by the County and set forth in the license.

E. the Contractor acknowledges that the County may, in its sole discretion, register copyright in the Copyrightable Materials with the United States Copyright Office or any other government agency authorized to grant copyright registrations. The Contractor shall cooperate in this effort and agrees to provide any and all documentation necessary to accomplish this.

F. The Contractor represents and warrants that the Copyrightable Materials: (i) are wholly original material not published elsewhere (except for material that is in the public domain; (ii) do not violate any copyright law; (iii) do not constitute defamation or invasion of the right of privacy or publicity; and (iv) 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.

14) **Confidentiality**.

A. The Contractor agrees to hold confidential, both during and after the completion or termination of this Agreement, all of the reports, information, or data, furnished to or prepared, assembled or used by, the Contractor under this Agreement ("Confidential information"). The Contractor agrees to maintain the confidentiality of such Confidential Information by using a reasonable degree of care and using at least the same degree of care that the Contractor uses to preserve the confidentiality of its own confidential information. The Contractor agrees that Confidential Information shall not be made available to any person or entity without the prior written approval of the County.

B. Required Disclosure: Notwithstanding any inconsistent provision in this Agreement, Contractor shall not be liable for disclosure of Confidential Information to the extent disclosure is required by virtue of court order, subpoena, other validly issued administrative or judicial notice or order, or pursuant to applicable law ("Required Disclosure"); provided that, in such event Contractor has given the County prompt notice in writing or by email of Required Disclosure;

C. If applicable, Vendor and/or vendors employees/agents, subcontrators, agree to execute the attached Non-Disclosure Agreement ("NDA") and/or Confidentiality Agreement.

D. **Data Protection.** Contractor acknowledges that it may have access to certain of the County's computer and communications systems and networks for the purposes set forth in this Agreement. If any data is made available or accessible to Contractor, its employees, agents or contractors, pertaining to County business or financial affairs, or to County's projects,

transactions, clients or customers, Contractor will not store, copy, analyze, monitor or otherwise use that data except for the purposes set forth in this Agreement for the benefit of the County. Contractor will comply fully with all applicable laws, regulations, and government orders relating to personally identifiable information ("PII") and data privacy with respect to any such data that Contractor receives or has access to under the Agreement or in connection with the performance of any services for the County. Contractor will otherwise protect PII and will not use, disclose, or transfer across borders such PII except as necessary to perform under this Agreement or as authorized by the data subject or in accordance with applicable law. To the extent that Contractor receives PII related to the performance of this Agreement, Contractor will protect the privacy and legal rights of the County's personnel, clients, customers and contractors.

E. The provisions of this Section shall survive termination of the Agreement.

15) **Indemnification; Defense; Cooperation.**

A. Contractor shall be responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, agents, volunteers and representatives (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor, 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, at 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 legal proceedings which may be brought or instituted against one or more Indemnified Parties, on any such claim, demand or cause of action in connection with this Agreement and Contractor shall pay and satisfy any judgment or decree which may be rendered against the indemnified Parties in any suit, action or other legal proceeding; and Contractor shall pay for any and all damages to the property of the Indemnified Parties, for loss or theft of such property, done or caused by the Contractor.

C. The Contractor shall and shall cause all of Contractor's Agent(s) 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 the Contractor's Agent(s) in connection with this Agreement.

D. In the event the Contractor does not provide the above defense and indemnification to the County, and such refusal or denial to provide the above defense and indemnification is found to be in breach of this provision, then the Contractor shall reimburse the County reasonable attorney's fees incurred in connection with the defense of any action, and in connection with enforcing this provision of the Agreement.

E. **Infringement Indemnification**. The Contractor shall indemnify, defend and hold the County harmless 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 infringement, violation or unauthorized use of any copyright, trade secrets, or trademark , patent or any other property or personal right of any third party by the Contractor and/or its employees, agents, or subcontractors in the performance of this Agreement. As a condition to the foregoing indemnity obligation, the County shall give the Contractor: (A) prompt written notice of any action, claim or threat of infringement suit or other suit, (B) the

opportunity to take over, settle or defend such action, claim or suit at the Contractor's sole expense, and (C) assistance in the defense of any such action at the expense of the Contractor.

(1) In addition to the foregoing, if the use of any Work Product shall be enjoined for any reason or if the Contractor believes that it may be enjoined, the Contractor shall have the right, at its own expense, to take action in the following order of precedence: (A) to procure for the County the right to continue using such Work Product; (B) to modify the Work Product so that it becomes non-infringing and of at least equal quality and performance; or (C) to replace said Work Product with non-infringing deliverable(s), item(s) or part(s) of at least equal quality and performance, or (D) if none of the foregoing is commercially reasonable, then provide monetary compensation to the County up to the dollar amount of the aggregate consideration paid to the Contractor for such Work Product; (E) the preceding remedies are in addition to and not in lieu of the Contractor's obligation to indemnify and defend the County; (F) time is of the essence with respect to every provision of this Agreement in which time of performance is a factor.

(2) The foregoing provisions shall not apply to any infringement occasioned by modification by the County that is (A) not contemplated by the Contractor; (B) made without the Contractor's approval; (C) infringement occasioned by County Works, specifications, or requirements provided to the Contractor.

(3) In the event that an action at law or equity is commenced against the County arising out of a claim that the County's use of a Work Product infringes any patent, copyright or propriety right and the Contractor is of the opinion that the allegations in such action in whole or in part are not covered by the indemnification and defense provisions set forth in this Agreement, the Contractor shall immediately notify the County in writing and shall specify to what extent the Contractor believes it is obligated to defend and indemnify under the terms and conditions of this Agreement. The Contractor shall in such event protect the interests of the County and secure a continuance to permit the County to appear and defend its interests in cooperation with the Contractor as is appropriate, including any jurisdictional defenses the County may have.

F. The provisions of this Section shall survive the termination of this Agreement.

16) **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" its officials, employees, volunteers, agents, volunteers and representatives as an additional insured and have a minimum single combined limit of liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (iii) workers 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, or, if the Contractor is exempt from New York State Workers' Compensation Insurance requirements, the Contractor shall provide the County with appropriate documentation evidencing such exemption, and (iv) such additional insurance as the County may from time to time specify. A waiver of subrogation or exemption is granted in favor of the County of Nassau.

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

C. 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.

17) **Assignment; Amendment; Waiver; Subcontracting.**

A. This Agreement and the rights and obligations hereunder may not be in whole or part and in accordance with General Municipal Law Section 109 (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 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 subcontractors. The Contractor agrees to be fully responsible to the County for the acts and omissions of its subcontractors. The Contractor's obligation to pay its subcontractors 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.

C. The Contractor shall ensure that their subcontractors shall not further subcontract, or otherwise engage an independent contractor or agent to provide any Services under this Agreement without the prior written consent of the County Executive.

18) **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/or (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

B. 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.

C. 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.

D. **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.

19) **Accounting Procedures; Records.**

A. 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, the County Inspector General, 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.

20) **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 6 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.

21) **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.

22) **Data Breach**:

A. Upon the discovery by the Contractor of a confirmed breach of security that results in the unauthorized release, disclosure, or acquisition of the personal data of any past or present employee of Nassau County and their dependents, the Contractor shall provide "Initial Notice" to the Procuring Department within five (5) business days, after such discovery. The Initial Notice shall be delivered to the Department by electronic mail and by phone call, and shall include the following information, to the extent known at the time of notification:

i) Date and time of the breach;
ii) Names of employee(s) whose personal data, and that of their dependents, was released, disclosed or acquired;
iii) The nature and extent of the breach;
iv) The Contractor's proposed plan to investigate and remediate the breach.

B. Upon discovery by the Contactor of a confirmed breach, the Contractor shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not later than thirty (30) days after discovery of the breach, shall provide the Department with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the employee(s) whose personal data was released, disclosed or acquired; nature and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

C. The Contractor agrees to cooperate with the Department with respect to investigation of the breach and to reimburse the Department for actual documented costs legally required or associated with responding to the breach of security caused by the negligence of Contractor.

D. The Department shall have the option to terminate this Agreement if the Contractor is found to have suffered a breach of security as described in subsection (a) of this section on two (2) separate occasions during the contract period.

23) **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.

24) Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be:
   A. in writing to the above referenced addresses and in compliance with the below,
   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,
      iv) 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
         (1) if to the Department, to the attention of the Commissioner at the address specified above for the Department,
         (2) 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,
         (3) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and
         (4) 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.

25) **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.

26) **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.

27) **Administrative Service Charge**. Unless exempted or excluded by law, the Contractor agrees to pay the County an administrative service charge 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 in accordance with the following schedule:

Value of Contract	Administrative Fee
(a) $0-$10,000	$0
(b) Over $10,000-$50,000	$160
(c) Over $50,000-$100,000	$266
(d) Over $100,000	$533

28) **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.

29) **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.

30) **Counterpart Execution.** This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed an original Agreement for all purposes; provided that no Party shall be bound to this Agreement unless and until all Parties have executed a counterpart. Delivery of a copy of a counterpart by facsimile or email by one Party to the other Party shall be deemed to be delivery of an original by that Party.

31) **Not-For-Profit Merger, Acquisition, Judicial or Non-Judicial Dissolution (if applicable):** The Contractor agrees to provide written notice the Department, Applicable DCE, County Attorney, and Comptroller Ninety (90) days prior to any Merger, Acquisition, Judicial or Non-Judicial Dissolution, as defined under New York State Not-For-Profit Law.

32) **Force Majeure.** Neither party hereto will be liable for losses, defaults, or damages under any contract resulting from this solicitation which result from delays in performing, or inability to perform, all or any of the obligations or responsibilities imposed upon it pursuant to the terms and conditions of this solicitation, due to or because of acts of God, the public enemy, acts of government, earthquakes, floods, strikes, civil strife, pandemic, fire or any other cause beyond the reasonable control of the party that was so delayed in performing or so unable to perform provided that such party was not negligent and shall have used reasonable efforts to avoid and overcome such cause. Such party will resume full performance of such obligations and responsibilities promptly upon removal of any such cause.

33) **Non-Waiver:** Failure of the County to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment of such term or condition, but same shall remain in full force and effect.

Acceptance by the County of any portion of the Work or the payment or any fees or reimbursements due hereunder with knowledge of a breach of any term or condition hereof, shall not be deemed a waiver of any such breach and no waiver by the County of any provision hereof shall be implied.

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IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.

L&M Bus Corporation

By: Joseph Sgro

Name: Joseph Sgro

Title: Senior Vice President

Date: 02-26-2026

NASSAU COUNTY

By: _____

Name: _____

Title:

____, County Executive

(or) ___, Chief Deputy County Executive

(or) ___, Deputy County Executive

Date: _____

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

On the 26th day of February in the year 2026 before me personally came Joseph Sapio 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 Senior Vice Pres. of L+M Bus Corp, 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.

Julie Smilardi
NOTARY PUBLIC

JULIE SMILARDI
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01SM0027125
Qualified In Nassau County
Commission Expires 7/26/28

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 the _____ of _____, the 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
Scope of Services

Separate Document

EXHIBIT B
Schedule A – Monthly Zone Charges

	Current # Bues	ZONE 4 L&M Bus / First Student
2 Hour Route	40	13,494.42
3 Hour Route	0	14,934.42
4 Hour Route	0	16,374.42
5 Hour Route	0	17,814.42
6 Hour Route	0	19,254.42

	Current # Bues	ZONE 5 L&M Bus / First Student
2 Hour Route	34	13,494.42
3 Hour Route	1	14,934.42
4 Hour Route	0	16,374.42
5 Hour Route	0	17,814.42
6 Hour Route	0	19,254.42

Prices: Shall remain firm for the first year of the contract and no upward escalation will be permitted. The prices for years 2--3 shall be adjusted annually on September 1st of each year by multiplying the initial charge in each category by a fraction, the numerator of which shall be the U.S. Bureau of Labor Statistics consumer price index for all urban customers (C.P.I.U.) for the NY metropolitan area for May of such year and the denominator of which shall be the index for the annual increase or decrease amount may be lower than the stipulated amount upon mutual agreement.

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.

Definitions:

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.

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 **"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, blueprints 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.

Rule:

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:

i) 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.

ii) 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.

iii) 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.

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~~ Senior Vice President of the Contractor is:

Joseph Saco (Name)
231 Maltbie Street, Brooklyn, NY 11207 (Address)
718-885-4839 (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.

02-26-2026
Dated

Joseph Sgro
Signature of ~~Chief Executive Officer~~ Senior Vice President

Joseph Sgro
Name of ~~Chief Executive Officer~~ Senior Vice President

Sworn to before me this
26th day of February, 2026.

Julie Smilardi
Notary Public

JULIE SMILARDI
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01SM0027125
Qualified in Nassau County
Commission Expires 7/26/28

Non-Disclosure Agreement (NDA)

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is made effective upon the date last executed by all the parties to this Agreement by and between the County of Nassau acting by and through its Department of Health ("Disclosing Party" or "County") and **L&M Bus Corporation** ("Recipient" or "Contractor"), including each of their subsidiaries, successors and assigns.

WHEREAS, County and Contractor have entered into a Nassau County contract to safely and reliably transport preschool children to and from their educational programs ("Agreement"); and

WHEREAS, County require that the Contractor assigned to work on County projects acknowledges the obligations of confidentiality and non-disclosure applicable to the Contractor pursuant to the Agreement.

NOW, THEREFORE, the Contractor acknowledges the following:

Term.

The confidentiality obligations set forth herein shall survive (i) termination of the Agreement.

Confidential Information.

(a) The Contractor acknowledges and understand that all records, reports, information, and data as further identified below ("Information") acquired in connection with performance or administration of the Agreement shall be used and disclosed solely for the purpose of performance and administration of the Contract or as required by Law.

(b) The Contractor acknowledges and understand that in connection with performance under Agreement Contractor may have access to and/or be in possession of confidential information of County ("Confidential Information"). Confidential Information shall mean all information both tangible and intangible information and materials belonging to the County or in the County's possession that are of a confidential or proprietary nature, whether or not marked or identified as such, and are disclosed or made accessible to the Contractor, including, but not limited to:

(i) trade secrets, processes, business, financial information and technical information and data, disclosed orally, visually, in writing, electronic media or by any other means;

(ii) all non-public information concerning the programs, processes, statistics, research, development, strategic plans, or the like with respect to the operations and activities of the County;

(ii) all information concerning the County's computer systems and technology, including, but not limited to, information concerning current and future hardware, software, configurations, operations, networks, computing facilities and locations, processes, research, projects, designs, and specifications;

(iv) all non-public information concerning current and/or former County employees, contractors and/or vendors, and members of the public;

(v) all information that the County receives from third parties if the County is subject to a duty to keep such information confidential;

(vi) all original and copied notes, memoranda, or other records and documentation of the Contractor to the extent relating to, derived from, and/or incorporating any County Confidential Information;

(viii) all information marked or identified as "confidential" or "proprietary" in written or electronic form when disclosed and/or made accessible to the Contractor or its designee.

Non-Disclosure

(a) The Contractor shall maintain all County Confidential Information in strict confidence and cause Contractor employees, agents, and subcontractors to maintain County Confidential Information in strict confidence. The Contractor acknowledges and understand that Contractor is obligated to hold in confidence, in the same manner as Contractor holds Contractor's own confidential information of like kind, all Confidential Information to which Contractor may have access under the Agreement; provided that in no event shall the Contractor exercise less than reasonable care to protect the Confidential Information. If necessary to provide services under the Agreement, Contractor may disclose Confidential Information received under this Agreement to employees, subcontractors or agents with a need to know, provided that any Contractor employee, subcontractor or agent is bound to protect such Confidential Information from unauthorized use and disclosure under the terms of a written agreement that is at least as stringent as those of the Contractor's obligations under the Agreement. Confidential Information shall not otherwise be disclosed to any third party without the prior written consent of the County.

(b)The Contractor acknowledges and understand that Contractor shall not use the Confidential Information for Contractor's own benefit or for the benefit of any third party, except as expressly permitted or directed by authorized County management.

(c) Except as specifically agreed in writing by the County or agency head, the Contractor shall not disclose any County Confidential Information to any entity outside the United States, or store or transmit any County Confidential Information outside the United States, other than County Confidential Information that is in electronic form and is transmitted or stored on a momentary basis as may be inherent in electronic transmission between locations within the United States.

Compliance with Laws

The Contractor shall comply with all applicable Federal, State and local Laws governing the confidentiality and privacy of Information. As used in this Non-Disclosure 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. In the event of any inconsistency or conflict between the provisions of this NDA and the provisions of applicable Laws governing the confidentiality and privacy of Information (e.g. personal information of County employees), the provisions of applicable Laws shall take precedence.

Exclusions

Excluding that information required by law to be protected, the foregoing shall not prohibit or limit Contractor's use of information (including but not limited to ideas, concepts, know-how, techniques and methodologies) (i) previously known to it, (ii) independently developed by it, (iii) acquired by it from a third party without continuing restriction on use, or (iv) which is, or becomes, publicly available through no breach by it of the Agreement.

Reporting
Contractor shall notify the County of any request for Information or access to Information that is unrelated to the performance or administration of the Agreement.

Ownership
All Information, except the Contractor's proprietary information, to which the Contractor has access is at all times the sole property of the County. The Contractor shall not have any right, title or interest to such material and shall not sell, transfer or otherwise make available to third parties except as provided in this NDA or the Agreement. All reports, notes, memoranda, notebooks, drawings and any other Information developed, received, compiled or delivered to the Contractor, regardless of the source of Information, shall be maintained only for the time necessary to provide services under the Agreement and shall be returned to the County at the termination of the Agreement or destroyed at the direction of the County. Destruction shall be deemed to include the purging of all Information from all equipment and media storage created or used in performance of the Agreement.

Performance
(a) Except to the extent necessary to provide services under the Agreement and with the consent of the County, the Contractor shall attach or load any additional hardware or software to County equipment. The Contractor shall use only those access rights and shall access only Information authorized by the County.

(b) The Contractor acknowledges and understand that Contractor shall comply with County's published computer and information security policies and practices which are made available to Contractor.

Assignment.
The Contractor shall not assign or subcontract its obligations under this NDA.

Breach.
The Contractor acknowledges that breach of this NDA shall give rise to irreparable injury that may not adequately be compensable in damages or at law. Accordingly, the Contractor agrees that injunctive relief may be an appropriate remedy in addition to any other remedies that may lie in equity or at law. Additionally, the Contractor shall indemnify and hold harmless the County and its officers, agents and employees from all suits, actions, damages and costs of every name and description arising out of the acts or omissions of the Contractor and/or Contractor's employees, agents or subcontractors in violation of the terms and conditions of this NDA.

IN WITNESS WHEREOF, the parties have executed this Non-Disclosure Agreement as of the date set forth below.

CONTRACTOR: **L&M Bus Corporation**

By: Joseph Sgro
Name: Joseph Sgro
Title: Senior Vice President
Date: 02-26-2026

COUNTY OF NASSAU

By: _____
Name: _____
Title: _____
Date: _____

Confidentiality Agreement

I Joseph Sgro (insert name), am a (please circle one) subcontractor / agent / (employee) / director / officer / other _____ of the Contractor **L&M Bus Corporation** (the "Contractor"). I understand that I will be performing services in furtherance of an agreement between the Contractor and Nassau County (the "County") related to the contracted services (the "Agreement"). I understand, acknowledge, and agree that all records, information, and data ("Information") acquired in connection with performance or administration of the Agreement shall be used and disclosed solely for the purpose of performance and administration of the Agreement or as required by law. I agree to reasonably safeguard any Information as to prevent disclosure to any unauthorized person. I understand and agree that the terms of this Confidentiality Agreement shall continue after I am no longer performing services related to the Agreement, and I shall continue to abide by such terms of this Confidentiality Agreement in perpetuity. I understand that failure to comply with these requirements may result in disciplinary action, termination, civil liability, and/or criminal prosecution, as well as any other penalties provided by law. This Confidentiality Agreement shall be governed and construed in accordance with the Laws of New York State.

Joseph Sgro
(Individual's Signature)

Joseph Sgro
(Individual's Printed Name)

L+M Bus Corp.
(Entity for which Individual is an employee or agent)

02-26-2026
(Date)

EXHIBIT A – SCOPE OF SERVICES
DETAILED REQUISITES/SPECIFICATION

SCOPE:

IT IS THE INTENT OF THE COUNTY OF NASSAU TO PROPERLY DESCRIBE BY THESE SPECIFICATIONS, TERMS AND CONDITIONS FOR AN ADEQUATE METHOD OF PROVIDING FOR TRANSPORTATION OF STUDENTS REQUIRING SPECIALIZED TRANSPORTATION TO AND FROM APPROXIMATELY 33 SCHOOLS ON A DAILY BASIS. (THERE ARE APPROXIMATELY 1400 STUDENTS FOR THE AGENCY OR AGENCIES NAMED HEREIN IN ORDER THAT THEY MAY ENJOY UNINTERRUPTED SERVICE IN CONSIDERATION FOR PAYMENT OF THE PRICES BID).

TERM:

THE TERM FOR THIS CONTRACT IS THREE YEARS STARTING 8/1/2026 THROUGH 7/31/2029 WITH THE POSSIBILITY OF ONE, TWO YEAR EXTENSION. ALL EXTENSIONS ARE SUBJECT UPON THE MUTUAL CONSENT OF BOTH PARTIES

DEFINITIONS:

1. THE TERM "DEPARTMENT" AS USED HEREIN SHALL BE DEEMED AS THE DIVISION, BUREAU, OFFICE, AGENCY OF OTHER COUNTY ESTABLISHMENTS AUTHORIZED TO RECEIVE THE SERVICE SPECIFIED HEREIN AND WHO ARE IDENTIFIED BY NAME.

2. TRANSPORTATION MANAGEMENT COMPANY (TMC) IS DEFINED AS THE PROVIDER DESIGNATED BY THE DEPARTMENT TO COORDINATE, OVERSEE AND MONITOR SERVICES ON ITS BEHALF.

3. ZONE AS USED HEREIN IS A TRANSPORTATION SERVICE AREA DEFINED BY THE LOCATION OF A GROUP OF PRIMARY DESTINATION FACILITIES; ZONES ARE NOT DELINEATED BY GEOGRAPHIC BOUNDARIES.

4. DESTINATION FACILITY MEANS THE SCHOOL, AGENCY, OFFICE, LIBRARY OR ANY OTHER LOCATION AT WHICH A CHILD RECEIVES SERVICE(S) UNDER THE EARLY INTERVENTION OR PRESCHOOL PROGRAMS AND TO WHICH A DISABLED CHILD, AND IN SOME INSTANCES A CHILD'S PARENT(S), GUARDIAN(S), NURSE, SIBLINGS(S), OR OTHER AUTHORIZED PERSON MUST BE TRANSPORTED.

5. ROUTE TIME IS DEFINED TO BE THE PERIOD FROM THE TIME THE FIRST CHILD IS PICKED UP FOR THE FIRST SESSION TO THE LAST DESTINATION FACILITY SERVICED BY THE ROUTE. FOR DISMISSAL, ROUTE TIME IS TO BE CALCULATED FROM THE TIME THE BUS LEAVES THE DESTINATION FACILITY TO THE DROP-OFF OF THE LAST CHILD. ROUTES MAY BE STRUCTURED TO REQUIRE THE PICK-UP AND DROP-OFF OF STUDENTS AT MORE THAN ONE DESTINATION FACILITY. ACTUAL TIME VARIANCES FROM SCHEDULED TIME WHICH MAY OCCUR DUE TO TRAFFIC, WEATHER, STUDENT LOADING /UNLOADING AND OTHER CONDITIONS ARE NOT INCLUDED IN ROUTE TIME AND ARE NOT REIMBURSABLE.

6. ONE HOUR ROUTE IS DEFINED AS ONE BUS SCHEDULED TO OPERATE UP TO ONE HOUR OF ROUTE TIME PER DAY.

7. THE TWO HOUR ROUTE IS DEFINED AS ONE BUS SCHEDULED TO OPERATE UP TO TWO HOURS OF ROUTE TIME PER DAY.

8. THE THREE-HOUR ROUTE IS DEFINED AS ONE BUS SCHEDULED TO OPERATE MORE THAN TWO HOURS, BUT NOT EXCEEDING THREE HOURS OF ROUTE TIME PER DAY.

9. THE FOUR HOUR ROUTE IS DEFINED AS ONE BUS SCHEDULED TO OPERATE MORE THAN THREE HOURS, BUT NOT EXCEEDING FOUR HOURS OF ROUTE TIME PER DAY.

10. THE FIVE HOUR ROUTE IS DEFINED AS ONE BUS SCHEDULED TO OPERATE MORE THAN FOUR HOURS, BUT NOT EXCEEDING FIVE HOURS OF ROUTE TIME PER DAY.

11. THE SIX HOUR ROUTE IS DEFINED AS ONE BUS SCHEDULED TO OPERATE MORE THAN FIVE HOURS, BUT NOT EXCEEDING SIX HOURS OF ROUTE TIME PER DAY.

12. THE SEVEN HOUR ROUTE IS DEFINED AS ONE BUS SCHEDULED TO OPERATE MORE THAN SIX HOURS, BUT NOT EXCEEDING SEVEN HOURS OF ROUTE TIME PER DAY.

13. BUS, VAN, OR VEHICLE IS DEFINED AS EQUIPMENT MEETING THE SPECIFICATIONS NOTED IN THIS REQUEST FOR BID/CONTRACT TO BE USED IN TRANSPORTING AUTHORIZED CHILDREN.

14. CHILD, STUDENT IS DEFINED AS ANY CHILD AUTHORIZED BY THE COUNTY TO RECEIVE SERVICES.

15. MONITOR/AIDE MEANS A PERSON ASSIGNED TO A VEHICLE USED FOR SERVICES TO ASSIST A CHILD AND/OR DRIVER AND SHALL INCLUDE A REGULARLY SCHEDULED MONITOR OR SUBSTITUTE MONITOR.

PRICES:

SHALL REMAIN FIRM FOR THE FIRST YEAR OF THE CONTRACT AND NO UPWARD ESCALATION WILL BE PERMITTED. THE PRICES FOR YEARS 2-3 SHALL BE ADJUSTED ANNUALLY ON SEPTEMBER 1ST OF EACH YEAR BY MULTIPLYING THE INITIAL CHARGE IN EACH CATEGORY BY A FRACTION, THE NUMERATOR OF WHICH SHALL BE THE U.S. BUREAU OF LABOR STATISTICS CONSUMER PRICE INDEX FOR ALL URBAN CUSTOMERS (C.P.I.U.) FOR THE NY METROPOLITAN AREA FOR MAY OF SUCH YEAR AND THE DENOMINATOR OF WHICH SHALL BE THE INDEX FOR THE ANNUAL INCREASE OR DECREASE AMOUNT MAY BE LOWER THAN THE STIPULATED AMOUNT UPON MUTUAL AGREEMENT.

INSURANCE:

A. THE CONTRACTOR AGREES TO OBTAIN ALL INSURANCE REQUIRED UNDER THIS AGREEMENT AND TO OBTAIN APPROVAL OF SUCH INSURANCE FROM NASSAU COUNTY PRIOR TO COMMENCEMENT OF WORK UNDER THIS CONTRACT. THE CONTRACTOR SHALL NOT ALLOW ANY SUBCONTRACTOR TO COMMENCE WORK ON HIS SUBCONTRACT UNTIL ALL SIMILAR INSURANCE HAS BEEN OBTAINED BY THE SUBCONTRACTOR AND APPROVED BY NASSAU COUNTY.

B. INSURANCE COVERAGE SHALL BE PROVIDED BY AN INSURANCE COMPANY LICENSED AS AN "ADMITTED CARRIER" BY THE NEW YORK STATE INSURANCE DEPARTMENT.

C. INSURANCE COVERAGE SHALL BE EVIDENCED BY A CERTIFICATE OF INSURANCE SUBMITTED IN A FORM ACCEPTABLE TO NASSAU COUNTY "ACCORD" OR OTHER BLANK CERTIFICATES ARE NOT ACCEPTABLE UNLESS ACCOMPANIED BY A LETTER OF TRANSMITTAL FROM THE COMPANY PROVIDING COVERAGE.

SCHOOL CALENDARS:

SCHOOL YEAR

A. THE CONTRACTOR AGREES TO CONFORM TO THE SEVERAL SCHOOL CALENDARS AND DAILY AND HOURLY TIME SCHEDULES OF THE VARIOUS SCHOOLS INVOLVED. THIS CONTRACT CALLS FOR NO LESS THAN 180 DAYS OF OPERATION DURING THE TEN MONTH SCHOOL PROGRAM AND NO LESS THAN 30 DAYS OF OPERATION FOR THE SUMMER PROGRAM. CALENDARS SHALL BE FURNISHED PRIOR TO EACH SCHOOL OPENING.

B. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN THE SCHOOL CALENDARS OF ALL SCHOOLS COVERED BY THIS CONTRACT FROM THE TRANSPORTATION MANAGEMENT COMPANY (TMC), AND FURTHER TO ADHERE TO THESE CALENDARS AT ALL TIMES UNLESS NOTIFIED BY THE TMC. THIS SHALL INCLUDE ANY SPECIAL SCHEDULES FOR SHORTENED SESSION FOR ALL SCHOOLS COVERED BY THIS CONTRACT.

C. THE COUNTY OF NASSAU RESERVES THE RIGHT TO CHANGE THE SCHOOL HOURS OF ANY OR ALL GRADES, OR OF ANY OR ALL SCHOOLS AT ANY TIME PRIOR TO THE ISSUANCE OF THE CONTRACT AND AT ANY TIME THEREAFTER. THE COUNTY OF NASSAU RESERVES THE RIGHT TO ADD DESTINATION SCHOOLS AND TO CHANGE DESTINATION SCHOOLS, SCHOOL CALENDARS, STUDENT POPULATION, AND TIME SCHEDULES AS THE NEED MAY ARISE.

D. THE COUNTY OF NASSAU AND/OR THE TMC MAY PROVIDE THE CONTRACTOR WITH SCHEDULES AND ROUTES FOR THE TRANSPORTATION SERVICE. IT IS ANTICIPATED THAT THE CONTRACTOR WILL GENERALLY PREPARE SCHEDULES AND ROUTES AND SUBMIT SAME FOR REVIEW AND APPROVAL BY THE TMC NO LATER THAN AUGUST 15TH FOR THE FALL SCHOOL PROGRAM AND NO LATER THAN JUNE 15TH FOR THE SUMMER PROGRAM.

SAFETY REGULATIONS:

THE CONTRACTOR SHALL COMPLY WITH ALL NEW YORK STATE, COUNTY AND TOWN RULES AND REGULATIONS. THE CONTRACTOR MUST SECURE THE NECESSARY PERMITS TO RIDE ON THE PARKWAYS. THE CONTRACTOR SHALL COMPLY WITH ALL RULES AND REGULATIONS REGARDING DRIVER, MONITORS, SAFETY DEVICES AND TRAINING OF THE NEW YORK STATE EDUCATION DEPARTMENT AND THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION. THE CONTRACTOR'S ATTENTION IS ESPECIALLY DIRECTED TO THE SAFETY LOAD REQUIREMENTS OF THE APPROPRIATE AGENCIES OF THE STATE OF NEW YORK. THE LEGAL CARRYING CAPACITY OF THE BUS SHALL NEVER BE EXCEEDED. THE CONTRACTOR SHALL COMPY WITH ANY ADDITIONAL RULES AND REGULATIONS BY THE NYSDOH AND OR CDC THAT MAY BE ENACTED DURING A PUBLIC HEALTH EMERGENCY.

GENERAL SAFETY:

THE SUCCESSFUL CONTRACTOR SHALL SATISFY THE COUNTY OF NASSAU THAT THE STUDENTS SHALL BE CONVEYED SAFELY. THE DUTIES AND OBLIGATIONS IN RELATION THERETO PURSUANT TO THIS CONTRACT SHALL BE PERFORMED FAITHFULLY BY THE SAID CONTRACTOR WHO SHALL, AT ALL TIMES, EXERCISE PROPER SUPERVISION OVER ALL BUS DRIVERS. DEFENSIVE DRIVING SHALL BE TAUGHT TO AND PRACTICED BY ALL DRIVERS OF BUSES UTILIZED TO PROVIDE SERVICE UNDER THIS CONTRACT. THE CONTRACTOR SHALL ALSO IMPRESS UPON THE DRIVERS THAT THEY SHALL COOPERATE WITH THE TMC, THE SCHOOL AUTHORITIES, PUBLIC OFFICIALS AND PARENTS WHO ALSO HAVE RESPONSIBILITY FOR SAFELY TRANSPORTING THE CHILDREN.

SAFETY PRACTICES:

EACH BUS DRIVER MUST OBSERVE THE FOLLOWING RULES OF SAFETY. ANY DRIVER NOT COMPLYING WITH THESE RULES AND OTHER LEGAL MANDATES IS SUBJECT TO DISMISSAL BY THE CONTRACTOR, UPON REQUEST FOR SUCH DISMISSAL BY THE COUNTY OF NASSAU AND/OR THE TMC.

A. **SCHOOL BUS PASSING LAW:** THE DRIVER SHALL NOT RELY ON ANY MOTORIST TO OBSERVE THE SCHOOL BUS PASSING LAW BUT MUST BE SO CAUTIOUS THAT THE CHILDREN ARE SAFE EVEN IF A MOTORIST VIOLATES THE LAW. IT IS THE DUTY OF EACH DRIVER TO REPORT VIOLATION OF THE SCHOOL BUS PASSING LAW.

B. **CHILDREN LEAVING THE BUS:** NO CHILD IS PERMITTED TO DISEMBARK FROM THE BUS UNLESS ESCORTED BY A PARENT OR AUTHORIZED ADULT.

C. IT IS THE DRIVERS RESPONSIBILITY TO BE CERTAIN THAT ALL CHILDREN HAVE LEFT THE BUS AT THE END OF EACH RUN (AT DESTINTATION FACILITY OR HOME). CHECK ALL AREAS OF THE VEHICLE FOR SLEEPING CHILDREN.

D. BUSSES ARE PROHIBITED FROM GOING DOWN DEAD-END STREETS, LOOP STREETS, AND CUL-DE-SACS

DRIVERS:

A. EACH REGULAR OR SUBSTITUTE BUS DRIVER MUST BE NO LESS THAN 21 YEARS OF AGE AND MUST BE IN COMPLIANCE WITH ALL RULES, REGULATIONS AND SECTION OF ARTICLE 19A. IN ADDITION, ALL REGULAR AND SUBSTITUTE DRIVERS MUST BE IN COMPLIANCE WITH AND HAVE A COMMERCIAL DRIVERS LICENSE (CDL) WITH A PASSENGER ENDORSEMENT ("P" ENDORSEMENT). ALL DRIVERS CURRENTLY EMPLOYED BY THE CONTRACTOR MUST HAVE SUCCESSFULLY COMPLETED AN APPROVED 20-HOUR STATE EDUCATION COURSE. ALL DRIVERS HIRED AFTER THE START OF THE CONTRACT MUST BE ENROLLED IN AN APPROVED 20-HOUR STATE ED COURSE WITHIN THE FIRST 20 DAYS OF EMPLOYMENT WITH COMPLETION IN 6 MONTHS.

B. EACH REGULAR OR SUBSTITUTE BUS DRIVER SHALL BE EXAMINED BY A PHYSICIAN PRIOR TO THE BEGININNG OF SERVICE. AN EXAMINATION TO DETERMINE THE PHYSICAL CONDITION OF EACH DRIVER SHALL BE REPORTED BY THE PHYSICIAN ON A FORM PRESCRIBED BY THE COMMISSIONER OF EDUCATION WHICH COMPLIES WITH THE REQUIREMENTS OF ARTICLE 19A OF THE VEHICLE AND TRAFFIC LAW AND SECTION 156.3 OF THE REGULATIONS OF THE COMMISSIONER OF EDUCATION. SUCH PHYSCIAL EXAMINATION SHALL BE CONDUCTED WITHIN FOUR WEEKS PRIOR TO THE BEGININNG OF SERVICE IN EACH SCHOOL YEAR. CONTRACTORS ARE REQUIRED TO PROVIDE A COPY OF SEC. 6.11 & 6.12 OF ARTICLE 19A TO ALL PHYSICIANS USED FOR DRIVERS' PHYSICALS.

C. EACH REGULAR OR SUBSTITUTE BUS DRIVER MUST SUBMIT AN APPLICATION FOR A POSITION ON A FORM PRESCRIBED BY THE COMMISSIONER OF EDUCATION WHICH COMPLIES WITH THE REQUIREMENTS OF ARTICLE 19A OF THE VEHICLE AND TRAFFIC LAW AND SECTION 156.3 OF THE REGULATIONS OF THE COMMISSIONER OF EDUCATION. THE APPLICATION MUST BE SUBMITTED ANNUALLY TO THE DEPARTMENT/TMC FOR APPROVAL. NO REGULAR OR SUBSTITUTE DRIVER IS TO BE ASSIGNED TO PERFORM ANY PART OF THIS CONTACT PRIOR TO SUCH APPROVAL BY THE DEPARTMENT/TMC.

D. EACH REGULAR OR SUBSTITUTE BUS DRIVER MUST SUBMIT AN ANNUAL REPORT OF HIS DRIVING RECORD FOR REVIEW AND APPROVAL BY THE DEPARTMENT/TMC ON A FORM PRESCRIBED BY THE COMMISSIONER OF EDUCATION WHICH COMPLIES WITH THE REQUIREMENTS OF ARTICLE 19A OF THE VEHICLE AND TRAFFIC LAW AND SECTION 156.3 OF THE REGULATIONS OF THE COMMISSIONER OF EDUCATION.

E. THE CONTRACTOR MUST PROPERLY INVESTIGATE THE ABILITY AND CHARACTER OF ALL BUS DRIVERS (REGULAR AND SUBSTITUTE) AND MUST CERTIFY THEM TO THE DEPARTMENT/TMC. THE INVESTIGATION MUST INCLUDE A CRIMINAL BACKGROUND CHECK AND FINGERPRINTING OF ALL DRIVERS AND MONITORS TO BE UTILIZED IN COMPLIANCE WITH LOCAL LAW 6-1995. THE CONTRACTOR MUST SUBMIT TO THE TMC A COMPLETE LIST OF ALL ACCIDENTS DURING THE PAST THREE YEARS FOR ANY BUS DRIVER TO BE ASSIGNED TO THIS CONTRACT PRIOR TO THE START OF SERVICE IN SEPTEMBER, FOR THE SCHOOL YEAR. SUCH LISTS ARE TO BE PREPARED BY AND ON THE STATIONARY

OF THE CONTRACTOR'S INSURANCE CARRIER.

F. DRIVING ABSTRACTS MUST BE PROVIDED TO THE TMC BY THE CONTRACTOR, ON EACH DRIVER EMPLOYED BY THE CONTRACTOR FOR HANDICAPPED STUDENT TRANSPORTATION, ON OFFICIAL STATIONERY OF THE MOTOR VEHICLE BUREAU PRIOR TO THE START OF EMPLOYMENT.

G. DRIVERS SHALL OTHERWISE COMPLY WITH ALL REQUIREMENTS OF ARTICLE 19A AND THE REGULATIONS OF THE COMMISSIONER OF EDUCATION IN ADDITION TO ALL OTHER REGULATIONS OR STATUTES TO WHICH SUCH DRIVER MUST BE SUBJECT. THE COUNTY AND/OR THE TMC RESERVES THE RIGHT TO REJECT OR REQUIRE REPLACEMENT OF DRIVERS WITHOUT BEING LIMITED TO CONSIDERATIONS OF HEALTH AND DRIVING RECORD.

H. THE CONTRACTOR SHALL MAINTAIN REASONABLE PRECAUTIONS TO SEE THAT HE IS INFORMED AS TO THE ON OR OFF-THE-JOB INVOLVEMENT'S OF EMPLOYEES. SHOULD IT THEREBY COME TO THE ATTENTION OF THE CONTRACTOR THAT ANY EMPLOYEE HAS BEEN, OR IS REPUTED TO HAVE BEEN, INVOLVED IN ANY CRIME OR ACT WHICH MIGHT RAISE ANY DOUBTS AS TO HIS FITNESS FOR WORK WITH CHILDREN, IT SHALL BE THE DUTY OF THE CONTRACTOR TO IMMEDIATELY INVESTIGATE SUCH ACT(S) OR ALLEGATION(S). OF PARTICULAR IMPORTANCE WOULD BE MORAL CRIMES OR AUTOMOBILE ACCIDENTS.

I. THE CONTRACTOR SHALL REGISTER WITH THE NYS DMV'S BUS DRIVER UNIT (BDU) AS A CONTRACT HOLDER. THE CONTRACTOR SHALL REGISTER ITS COUNTY CONTRACT WITH THE NYSDOH BUREAU OF EI AND CLEAR ALL DRIVERS AND MONITORS THROUGH THE NEW YORK STATE CENTRAL REGISTRY. THE CONTRACTOR MUST RECEIVE A SATISFACTORY RESPONSE BEFORE ANY ROUTES BEGIN. DRIVERS AND MONOTORS SHALL BE CLEARED ANNUALLY THEREAFTER.

J. IT SHALL BE THE DUTY OF A MONITOR TO ASSIST THE DRIVER IN THE SUPERVISION OF THE CHILDREN WHILE THE VEHICLE IS IN TRANSIT. FOR THIS PURPOSE, THE MONITOR SHALL SIT IN THE REAR OF EACH VEHICLE SO THAT STUDENTS ARE FULLY SUPERVISED.

K. BUS DRIVER SHALL BE REQUIRED TO REPORT TO THEIR SUPERVISORS ANY UNUSUAL INCIDENT OR ANY ACCIDENT WHILE TRANSPORTING STUDENTS TO OR FROM THE DESTINATION FACILITY ON THE DAY THEY OCCUR. THE CONTRACTOR SHALL BE REQUIRED TO SUBMIT A WRITTEN REPORT TO THE TMC ON A FORM PRESCRIBED BY THE COMMISSIONER OF EDUCATION WHICH COMPLIES WITH THE REQUIREMENTS OF ARTICLE 19A OF THE VEHICLE AND TRAFFIC LAW AND SECTION 156.3 OF THE REGULATIONS FOR THE COMMISSIONER OF EDUCATION OR A FORM MUTUALLY AGREED UPON BY THE TMC AND THE CONTRACTOR.

L. MEDICALS, DRIVER APPLICATIONS, RENEWAL FORMS, IF APPLICABLE, DRIVING RECORDS, CHARACTER REFERENCES, LIST OF ACCIDENTS, AND DRIVING ABSTRACTS MUST BE FILED WITH THE TMC TWO WEEKS PRIOR TO START OF TRANSPORTATION.
ALL REPLACEMENT AND SUBSTITUTE DRIVERS' REQUIRED PAPERS, AS OUTLINED ABOVE, MUST ALSO BE FILED WITH THE TMC PRIOR TO THEIR ASSIGNMENT TO ANY CONTRACTED VEHICLE FOR HANDICAPPED STUDENT TRANSPORTATION.

M. ALL RUNS SHALL HAVE A STEADY DRIVER, VEHICLE, AN APPROVED MONITOR AND A SUFFICIENT AMOUNT OF EXPERIENCED SUBSTITUTES TO COVER BOTH DRIVER AND MONITOR. ALL DRIVERS AND MONITORS SHALL BE INFORMED THAT IN CASE OF AN EMERGENCY AND RADIO CONTACT CANNOT BE MADE, THAT 911 IS TO BE CALLED.

N. THERE SHALL BE NO PRIVATE AGREEMENTS MADE BETWEEN DRIVERS AND PARENTS THAT MAY ALTER THE ASSIGNED ROUTE. ALL REQUESTS FOR ANY CHANGES SHALL BE MADE THROUGH THE SCHOOL, THE TMC AND THE CONTRACTOR.

O. IN CASES OF OPEN RUNS (NO DRIVER ASSIGNED OR THE DRIVER LEAVES THE EMPLOY OF THE CONTRACTOR), THE RUN SHALL BE COVERED BY AN EXPERIENCED SUBSTITUTE, WHO WILL REMAIN

ON RUN UNTIL SUCH TIME AS THE NEW DRIVER KNOWS THE RUN THOROUGHLY.

P. DRY RUNS MUST BE MADE FOR ALL SCHOOLS PRIOR TO OPENING SESSIONS IN SEPTEMBER AND JULY, ALSO WHENEVER A ROUTE CHANGES AFFECTING PICK-UP AND DROP-OFF SCHEDULES, PARENTS/GUARDIANS MUST BE NOTIFIED OF APPROXIMATE PICK-UP TIMES FOR THEIR CHILDREN. A LIST OF PARENT/GUARDIAN NOTIFICATION, WITH TIME, DATE AND SIGNATURE OF PERSON(S) NOTIFIED MUST BE SUBMITTED TO THE TMC FIVE BUSINESS DAYS PRIOR TO THE START OF THE SCHOOL YEAR. IN CASES WHERE DIRECT NOTIFICATION CANNOT BE MADE, TELEPHONE NOTIFICATION MUST BE MADE. THE TIME, DATE AND NAME OF THE PERSON (S) NOTIFIED WILL BE SUBMITTED AS ABOVE, SIGNED BY THE PERSON MAKING SAID NOTIFICATION.

Q. THE CONTRACTOR MUST CERTIFY THAT ALL DRIVERS ARE DRUG AND ALCOHOL FREE. DRUG AND ALCOHOL TESTING MUST BE ADMINISTERED TO ALL OPERATORS ON THE FOLLOWING BASIS: PRE-EMPLOYMENT, POST ACCIDENT, REASONABLE CAUSE AND RANDOM. THIS CERTIFICATION MUST BE SUBMITTED ON A FORM THAT IS MUTUALLY AGREED ON BY THE TMC AND THE CONTRACTOR.

R. BASELINE TUBERCULOSIS ASSESSMENT FOR PRE-EMPLOYMENT (BLOOD TEST) UNLESS PREVIOUSLY DOCUMENTED PREVIOUS POSITIVE TEST AND NEGATIVE CHEST X-RAY ON FILE. THEREAFTER, ANNUAL HEALTH SELF-ASSESSMENT THAT INCLUDES TB RISK ASSESSMENT AND SYMPTOM REVIEW SIGNED BY HEALTH CARE PROVIDER.

DUTIES AND CONDUCT OF DRIVERS

A. DRIVERS SHALL BE FAMILIAR WITH THE VEHICLE AND TRAFFIC LAW, REGULATIONS OF THE COMMISSIONER OF MOTOR VEHICLES AND REGULATIONS OF THE COMMISSIONER OF EDUCATION PERTAINING TO STUDENT TRANSPORTATION.

B. DRIVERS SHALL BE REQUIRED TO COOPERATE FULLY WITH THE DEPARTMENT/TMC IN ASSURING THAT STUDENTS SHALL COMPLY WITH DEPARTMENT/TMC STANDARDS OF BEHAVIOR AND SHALL REPORT DISCIPLINARY PROBLEMS PROMPTLY TO THE TMC MANAGEMENT OFFICE.

C. DRIVERS SHALL REPORT ALL ACCIDENTS, CHARGES OF MOTOR VEHICLE INFRACTIONS OR VIOLATIONS OR UNUSUAL SITUATIONS AND OR TRIP INTERRUPTIONS TO THE DEPARTMENT/TMC (ON APPROVED FORMS).

D. BUS DRIVERS SHALL WEAR A BUS UNIFORM WHICH MAY CONSIST OF A SHIRT, SWEATER OR JACKET.

E. BUS DRIVERS SHALL NOT SMOKE, EAT, DRINK ANY LIQUID, BE UNDER THE INFLUENCE OF A CONTROLLED SUBSTANCE OR MEDICATION, OR PERFORM ANY ACT, OR CONDUCT THEMSELVES IN ANY MANNER WHICH MAY IMPAIR THE SAFE OPERATION OF A VEHICLE WHILE SUCH VEHICLE IS TRANSPORTING STUDENTS.

F. ALL VEHICLES MUST BE SECURED IN A BUS YARD AT THE END OF EVERY ROUTE. NO BUSES ARE PERMITTED TO BE TAKEN HOME AT THE END OF THE DAY.

G. DRIVERS ARE REQUIRED TO BE IN THE BUS DURING THE LOADING AND UNLOADING OF PASSENGERS TO SUPERVISE SUCH LOADING AND UNLOADING. BUSES ARE NEVER TO BE LEFT UNATTENDED ON SCHOOL PROPERTY UNLESS THE IGNITION IS OFF, EMERGENCY BRAKE ON, BUS DOORS CLOSED AND IGNITION KEYS IN DRIVER'S POSSESSION AT ALL TIMES.

H. DRIVERS ARE REQUIRED TO CHECK ALL SEATS ON THE BUS EVERY TRIP, AFTER UNLOADING STUDENTS, TO ENSURE THAT CHILDREN OR ARTICLES HAVE NOT BEEN LEFT ON THE VEHICLE.

I. DRIVERS SHALL NOT DISEMBARK FROM THE SCHOOL BUS WHEN CHILDREN ARE INSIDE EXCEPT IN CASE OF EMERGENCY; AND IN SUCH CASE BEFORE LEAVING HIS/HER SEAT THE DRIVER SHALL STOP THE MOTOR, LEAVE THE TRANSMISSION IN PARK, SET THE AUXILIARY BRAKE AND REMOVE THE IGNITION KEY.

J. DRIVERS OR MONITORS ARE REQUIRED TO ASSIST CHILDREN WHILE EMBARKING AND DISEMBARKING FROM VEHICLE.

K. DRIVERS OR MONITORS ARE REQUIRED TO BUCKLE OR UNBUCKLE THE CHILDREN'S CAR SEATS AND/OR SEAT BELT.

L. DRIVERS SHALL ADMIT AND DISCHARGE ONLY AUTHORIZED PASSENGERS AND ONLY AT DESIGNATED BUS STOPS. THEY SHALL COOPERATE FULLY IN ALL STUDENT ACCOUNTING SYSTEMS ESTABLISHED BY THE DEPARTMENT/TMC. CHILDREN OF DRIVERS SHALL NOT BE PERMITTED TO RIDE BUSES UNLESS THEY ARE STUDENTS ASSIGNED TO THE PARTICULAR RUN.

M. DRIVERS AND/OR MONITORS WILL BE REQUIRED TO KEEP A SEATING CHART AND COMPLETE ACCURATE DAILY ATTENDANCE LOGS AS WELL AS TRANSPORTATION FORMS REGARDING MILEAGE, STUDENTS, TIMES BETWEEN STOPS AND ALL OTHER FORMS AT TIMES AS SHALL BE STIPULATED BY THE DEPARTMENT/TMC.

N. IF AT ANY TIME, THE CONTRACTOR USES A DRIVER, IN THE PERFORMANCE OF THIS CONTRACT, WHO HAS NOT BEEN APPROVED BY THE DEPARTMENT/TMC PRIOR TO THE START OF SERVICE, THE CONTRACTOR IS LIABLE IN THE SUM OF THREE HUNDRED DOLLARS ($300.00) FOR EACH RUN DRIVEN BY SAID DRIVER, IN ACCORDANCE WITH SECTION "LIQUIDATED DAMAGES".

O. A LEAD DRIVER OR LIASON SHALL BE APPOINTED BY THE CONTRACTOR AS THE POINT OF CONTACT FOR ALL COMMUNICATIONS WITH PROVIDER SCHOOLS FOR ALL SESSIONS.

DRIVER TRAINING

EACH BUS DRIVER EMPLOYED BY THE CONTRACTOR SHALL HAVE RECEIVED AT LEAST TWO HOURS OF INSTRUCTION ON SCHOOL BUS SAFETY PRACTICES, INCLUDING TRAINING AND SAFETY PRACTICES RELATED TO A PUBLIC HEALTH CONCERN (I.E. COVID). BEFORE TRANSPORTING STUDENTS. EACH DRIVER OF A VEHICLE TRANSPORTING HANDICAPPED STUDENTS EXCLUSIVELY WHO IS INITIALLY EMPLOYED SUBSEQUENT TO JANUARY 1, 1976, SHALL HAVE RECEIVED AN ADDITIONAL HOUR OF INSTRUCTION CONCERNING THE SPECIAL NEEDS OF A HANDICAPPED STUDENT. DURING THE FIRST YEAR OF EMPLOYMENT, EACH DRIVER SHALL COMPLETE A COURSE OF INSTRUCTION IN SCHOOL BUS SAFETY PRACTICES APPROVED BY THE DEPARTMENT, THAT SHALL INCLUDE TWO HOURS OF INSTRUCTION CONCERNING THE SPECIAL NEEDS OF A HANDICAPPED STUDENT WHICH MAY REQUIRE ALL DRIVERS AND MONITORS TO ATTEND TRAINING SEMINARS CONDUCTED BY EACH SCHOOL THEY SERVICE. ALL SCHOOL BUS DRIVERS SHALL RECEIVE A MINIMUM OF TWO HOURS OF REFRESHER INSTRUCTION IN SCHOOL BUS SAFETY AT LEAST TWO TIMES A YEAR, AT SESSIONS CONDUCTED PRIOR TO THE FIRST DAY OF SCHOOL AND PRIOR TO FEBRUARY 1ST OF EACH YEAR. REFRESHER COURSES FOR DRIVERS OF VEHICLES TRANSPORTING HANDICAPPED STUDENTS EXCLUSIVELY SHALL ALSO INCLUDE INSTRUCTION RELATING TO THE SPECIAL NEEDS OF A HANDICAPPED STUDENT. CONTRACTORS SHALL CONFORM TO ANY CHANGES MADE BY REGULATORY AGENCIES PERTAINING TO THE INSTRUCTION OF BUS DRIVERS, INCLUDING THE CDC AND NYSDOH.

DRIVERS/MONITORS/AIDES ASSIGNMENT

A. EACH SUCCESSFUL BIDDER SHALL SUBMIT TO THE TMC THE NAMES OF BUS DRIVERS/MONITORS/AIDES, AND THE ROUTE AND BUS NUMBER TO WHICH THEY HAVE BEEN ASSIGNED, PRIOR TO THE START OF SERVICE. THE TMC MUST MEET AND APPROVE EACH BUS DRIVER AND MONITOR.

B. MONITORS ARE REQUIRED ON EVERY ROUTE AND THE CONTRACTOR SHALL PROVIDE ALL MONITORS, ASSIGNED TO DEPARTMENT ROUTES, A TWO-HOUR SEMINAR WHICH WILL INCLUDE THE SUPERVISION OF HANDICAPPED CHILDREN. THIS SEMINAR MUST MEET THE APPROVAL OF THE DEPARTMENT/TMC AND INCLUDE TRAINING AND SAFETY PRACTICES RELATED TO A PUBLIC HEALTH CONCERN (I.E. COVID). THE MINIMUM AGE OF MONITORS SHALL BE 19 YEARS OLD.

C. ALL APPROVED MONITORS SHALL START THEIR ASSIGNED ROUTES WITH THE DRIVER AT THE YARD WHERE THE ROUTE ORIGINATES FROM.

D. IN THE EVENT THAT THE MONITOR/DRIVER TRAINING SEMINARS ARE INCREASED TO MORE THAN TWO HOURS, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT ALL MONITORS COMPLY WITH ADDITIONAL TRAINING. IN THE EVENT THAT SCHOOLS WITHIN THE PROGRAM HOLD DRIVER/MONITOR ORIENTATIONS, THE CONTRACTOR MUST COMPLY.

E. ALL DRIVERS/MONITORS/AIDES MUST BE FINGERPRINTED IN ACCORDANCE WITH LOCAL LAW 6-1995.

F. ALL DRIVERS/MONITORS/AIDES MUST BE GIVEN AN ANNUAL PHYSICAL UTILIZING THE SAME PROCEDURES AND FORMS REQUIRED FOR DRIVERS UNDER ARTICLE 19A.

G. BASELINE TUBERCULOSIS ASSESSMENT FOR PRE-EMPLOYMENT (BLOOD TEST) UNLESS PREVIOUSLY DOCUMENTED PREVIOUS POSITIVE TEST AND NEGATIVE CHEST X-RAY ON FILE. THEREAFTER, ANNUAL HEALTH SELF-ASSESSMENT THAT INCLUDES TB RISK ASSESSMENT AND SYMPTOM REVIEW SIGNED BY HEALTH CARE PROVIDER.

H. THE TMC MAY HAVE APPROXIMATELY TWO MEETING PER YEAR AND ALL DRIVERS/MONITORS/AIDES ARE REQUIRED TO ATTEND.

ROUTES

A. THE BUS ROUTES AND SCHEDULES, AS MAY BE DISCUSSED IN ANY PART OF THIS BID PROPOSAL OR IN ANY ITEMS INCORPORATED HEREIN, OR ATTACHED HERETO, ARE ONLY TENTATIVE AND THE TMC RESERVES THE RIGHT TO MAKE CHANGES, ADDITIONS, DELETIONS AT ANY TIME AS IT CONSIDERS IN THE BEST INTEREST OF THE STUDENTS SERVED BY THE COUNTY.

B. TRANSPORTATION OF PARENTS BY THE CONTRACTOR IS STRICTLY PROHIBITED, UNLESS SPECIFICALLY REQUESTED BY THE DEPARTMENT OF HEALTH.

C. THE CONTRACTOR WILL BE REQUIRED TO PREPARE DAILY BUS SCHEDULES, ROUTING DATA FORMS AND MONTHLY STUDENT ATTENDANCE REPORTS AS REQUIRED, IN ACCORDANCE WITH DIRECTIVES FROM THE TMC.

D. ADDITIONAL STUDENTS SHALL BE TRANSPORTED WITHIN 72 HOURS OF THE TIME THAT AUTHORIZATION HAS BEEN RECEIVED FROM THE TMC.

E. IN THE EVENT OF ROUTE CHANGES, THE CONTRACTOR WILL BE REQUIRED TO NOTIFY THE TMC, THE PARENTS AND SCHOOLS INVOLVED NO LESS THAN 24 HOURS PRIOR TO THE START OF SAID CHANGES, AND PROVIDE START DATE, PICK-UP TIME, ROUTE NO. AND BUS NO.

F. ROUTES SHOULD BE ESTABLISHED SO AS TO BE THE MOST EFFICIENT AND COST EFFECTIVE TO THE COUNTY WHILE STILL PROVIDING SAFE AND RELIABLE SERVICE.

G. ROUTES MAY BE STRUCTURED TO REQUIRE THE PICK-UP AND DROP-OFF OF STUDENTS AT MORE THAN ONE DESTINATION FACILITY.

H. CO-MINGLING OF STUDENTS FROM OTHER CONTRACTS IS PROHIBITED.

I. IN ADDITION, THE CONTRACTOR MUST PROVIDE AS REQUIRED BY THE TMC COMPUTER-GENERATED INFORMATION PERTAINING TO ALL CHILDREN AND ROUTES, INCLUDING STUDENT ALPHA LISTS BY NAME AND SCHOOL SHOWING NAME, ROUTE# (A.M. & P.M.) ADDRESS ETC. ROUTE LIST SHOWING NAME, P/U OR D/O LOCATIONS, DRIVER ASSIGNED ETC. AND ROUTE MAPS. THE FORMAT MUST BE APPROVED BY THE TMC. THE CONTRACTOR MUST INFORM THE TMC WHEN A CHILD IS NOT ON THE BUS FOR 5, 10, 15 AND 20 DAYS CONSECUTIVELY.

EQUIPMENT

EQUIPMENT USED FOR THIS CONTRACT MUST NOT BE MORE THAN SEVEN YEARS OLD DURING ANY SCHOOL YEAR. EXAMPLE; 2022/23 SCHOOL YEAR, 2015 VEHICLE, 2023/24 SCHOOL YEAR, 2016 VEHICLE ETC.

WHEN ORDERING EQUIPMENT FOR THIS CONTRACT THE EQUIPMENT VENDOR MUST CERTIFY IN WRITING THAT THE EQUIPMENT HAS BEEN ORDERED. IF THE ORDER IS CHANGED OR CANCELED THE VENDOR MUST NOTIFY THE TMC IMMEDIATELY.

THE CONTRACTOR SHALL PROVIDE TO THE TMC AS SOON AS POSSIBLE (BUT NOT LATER THAN AUGUST 1, 2026, A LIST OF THE VEHICLES TO BE USED TO FULFILL THE CONTRACT. THIS LIST SHALL BE REVISED, BY THE CONTRACTOR, DURING THE DURATION OF THE CONTRACT AS ROUTES ARE ADDED. SUCH LISTS SHALL INCLUDE MAKE, YEAR, AND APPROVED SEATING CAPACITY.

SHOULD THERE BE A NEED FOR INTERIM OR SUBSTITUTE EQUIPMENT AT ANY TIME DURING THE TERM OF THIS AGREEMENT, SUCH SUBSTITUTE EQUIPMENT MUST BE APPROVED BY THE TMC AND THE COUNTY PRIOR TO USE BY THE CONTRACTOR (VEHICLE SPECIFICATIONS).

VEHICLE SPECIFICATIONS

THE VANS AND WHEELCHAIR VANS USED IN THIS CONTRACT MUST BE MODEL YEAR 2019 OR NEWER, SEAT 12 ADULTS/16 CHILDREN (EXCEPT W/C VANS WHICH SHALL ACCOMMODATE 4 WHEELCHAIR AND A MINIMUM OF 4 AMBULATORY FORWARD FACING AND SHALL MEET OR EXCEED N.Y.S. DEPARTMENT OF TRANSPORTATION, FEDERAL, N.Y.S. EDUCATION COMMISSIONER, LOCAL AND COUNTY REQUIREMENTS.

ALL VEHICLES USED FOR THIS CONTRACT MUST HAVE A FRONT AND REAR AIR CONDITIONING SYSTEM OR A REAR AIR CONDITIONING SYSTEM WITH A/C DUCTS IN THE FRONT AND REAR OF THE VEHICLE FOR EQUAL DISTRIBUTION OF THE COLD AIR. THE SYSTEM USED MUST BE A TOTAL MINIMUM B.T.U.'S OF 38, 000 A/C SYSTEMS MUST BE FULLY OPERATIONAL FROM APRIL 1ST – NOVEMBER 1ST.

A. ALL VEHICLES TO BE USED AND ALL TRANSPORTATION OPERATIONS MUST COMPLY WITH THE REGULATIONS OF THE NEW YORK STATE DEPARTMENT OF EDUCATION, THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION, THE NEW YORK STATE DEPARTMENT OF MOTOR VEHICLES, AS WELL AS COMPLY WITH AND SATISFY ALL STATE OF NEW YORK AND LOCAL GOVERNMENTS THAT ARE DEEMED TO BE APPLICABLE TO THIS CONTRACT BY THE DEPARTMENT AND SHALL MEET ALL THE 1977 FEDERAL SAFETY STANDARDS AS REFLECTED IN TITLE 49 CODE OF FEDERAL REGULATIONS 571, AND SPECIFICALLY STANDARDS NO. 105,111, 217, 220, 221, 222A AND 301 AND IN LINE WITH GUIDANCE FROM THE CDC AND NYSDOH, MUST BE DISINFECTED AT A MININIMUM , AFTER EACH USE. SPARE VEHICLES AS

IDENTIFIED IN THE R.F.B. MUST ALSO COMPLY WITH THE ABOVE.

B. ALL BUSES MUST BE PAINTED NATIONAL SCHOOL BUS CHROME YELLOW.

C. ALL BUSES SHALL BE IDENTIFIED IN ACCORDANCE WITH EXISTING RULES, REGULATIONS AND LAWS OF THE STATE OF NEW YORK.

D. EVERY VEHICLE OPERATING UNDER THIS CONTRACT WILL CONFORM TO STATE DEPARTMENT OF TRANSPORTATION REGULATIONS AND CARRY AN APPROVED FIRST AID KIT INCLUDING BODY FLUID KIT AND GLOVES, FIRE EXTINGUISHER AND SEAT BELT CUTTER REGARDLESS OF VEHICLE CAPACITY.

E. VEHICLES USED TO FULFILL THIS CONTRACT SHALL HAVE ON THE RIGHT-SIDE PASSENGER WINDOW A SIGN CONTAINING THE ROUTE NUMBER OF THE BUS OR THE DESTINATION (HOME/SCHOOL) THAT THE BUS IS SERVING. SPECIFIC INSTRUCTIONS WILL BE GIVEN TO THE CONTRACTOR FOR EACH ROUTE BY THE TMC.

F. ALL VEHICLES (INCLUDING SPARES) MUST BE EQUIPPED WITH A FLAG SYSTEM OR ELECTRONIC NOTIFICATION SYSTEM THAT IDENTIFIES WHEN CHILDREN ARE ON BOARD AND WHEN THE BUS IS EMPTY. SUCH SYSTEM MUST BE APPROVED BY THE TMC PRIOR TO IMPLEMENTATION.

G. ALL VEHICLES MUST BE CLEAN INSIDE AND OUTSIDE. EXTERIORS MUST BE WASHED AT LEAST ONCE A WEEK AND INTERIORS SWEPT DAILY.

GPS ENABLED VEHICLE SYSTEM RECOMMENDED

A. ALL VEHICLES MUST BE EQUIPPED WITH A GPS (GLOBAL POSITIONING SYSTEM) ENABLED VEHICLE TRACKING SYSTEM. THIS SYSTEM SHOULD PROVIDE ACCURATE, HISTORICAL, REAL TIME VEHICLE LOCATION AND ROUTE DATA. THIS SYSTEM SHOULD HAVE THE ABILITY TO GENERATE REPORTS AS REQUESTED BY THE COUNTY OR THE TMC.

B. THE CONTRACTOR IS REQUIRED TO GIVE THE TMC FULL AND TOTAL REMOTE AUTHORIZED ACCESS TO THE GLOBAL POSITIONING SYSTEM FOR THE PURPOSE OF MONITORING VEHICLE MOVEMENTS IN REAL TIME. ACCESS TO THE GPS SYSTEM SHALL BE MAINTAINED BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE WITH NO ADDITIONAL COST TO THE COUNTY OR THE TMC.

VIDEO CAMERA SYSTEM

ALL VEHICLES MUST BE EQUIPPED WITH A VIDEO IMAGING SYSTEM AND WORKING AUDIO SYSTEM. THE SYSTEM WILL BE PLACED IN A POSITION THAT WILL RECORD IMAGES AND SOUND OF ALL ACTIVITY IN THE INTERIOR OF THE BUS CABIN AS WELL AS VIEWING THE ROADWAY AHEAD OF THE BUS (FORWARD FACING), WHEN THE BUS IS IN SERVICE. ALL RECORDINGS WILL BE STORED FOR 6 MONTHS AND KEPT AVAILABLE FOR VIEWING AND LISTENING AT THE REQUEST OF THE COUNTY OR THE TMC. THE VIDEO AND AUDIO RECORDING SYSTEM WILL BE MAINTAINED BY THE CONRTACTOR AT THE CONTRACTOR'S EXPENSE WITH NO ADDITIONAL COST TO THE COUNTY. IF A VIDEO IS REQUESTED, IT MUST BE SENT WITHIN 24 HOURS.

SPARE VEHICLES

A. ALL SPARE VEHICLES TO BE USED IN THE PERFORMANCE OF THE CONTRACT SHALL MEET THE VEHICLE SPECS AND REQUIREMENTS SET FORTH IN THIS BID.

B. SPARE VEHICLES IN THE AMOUNT OF 10% OF FLEET TOTAL SHALL BE PROVIDED TO ENSURE 100 PERCENT COVERAGE AT ALL TIMES, AND RESPONSE TIME OF NO MORE THAN 30 MINUTES IN THE EVENT OF BREAKDOWNS. THESE SPARE VEHICLES MUST BE THE SAME NEW MODEL YEAR AS THE DAILY FLEET.

VEHICLE BREAKDOWN AND ACCIDENTS

1. IN THE CASE OF A VEHICLE BREAKDOWN ON THE WAY TO THE DESTINATION FACILITY, THE DRIVER SHALL NOTIFY THE CONTRACTOR WHO, IN TURN, SHALL NOTIFY THE TMC IMMEDIATELY AND ALL PARENTS OF CHILDREN ON THAT ROUTE. IF THE BREAKDOWN OCCURS AFTER SCHOOL CLOSING TIME, THE CONTRACTOR IS TO NOTIFY THE TMC BY TELEPHONE OF THE DELAY AND ALL PARENTS OF CHILDREN REMAINING ON THE VEHICLE.

2. THE CONTRACTOR MAY NOT UNILATERALLY EXCLUDE A STUDENT FROM TRANSPORTATION.

3. EXCEPT IN AN EMERGENCY, OR WHEN SCHEDULED BY THE DEPARTMENT OR TMC, NO STUDENT WILL BE REQUIRED TO TRANSFER FROM ONE VEHICLE TO ANOTHER ON THE TRIP EITHER TO OR FROM THE DESTINATION FACILITY.

ALL ACCIDENTS INVOLVING STUDENTS ON A VEHICLE, OR IN BOARDING OR LEAVING A VEHICLE, AND ALL OTHER ACCIDENTS SHALL BE HANDLED AS FOLLOWS:

A. THE DRIVER WILL CALL DISPATCH AND DISPATCH WILL NOTIFY 911 AND REQUEST POLICE AND AMBULANCE SERVICE.

B. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY BY TELEPHONE, THE TMC OF THE LOCATION, EXTENT OF THE ACCIDENT, NAMES OF STUDENTS INVOLVED WITH A DESCRIPTION OF THEIR INJURIES, RUN NUMBER, BUS NUMBER AND SCHOOLS AFFECTED.

C. THE CONTRACTOR SHALL CONTACT PARENTS AND PROVIDE THEM WITH INFORMATION ON THEIR CHILDREN.

D. THE CONTRACTOR SHALL PREPARE ACCIDENT REPORTS FOR THE STATE DEPARTMENT OF MOTOR VEHICLES, STATE DEPARTMENT OF EDUCATION, MANAGEMENT OFFICE AND THEIR INSURANCE COMPANY, WITHIN 24 HOURS, USING APPROPRIATE FORMS.

SCHEDULING OF VEHICLES

THE CONTRACTOR SHALL PREPARE THE RUN TO BE TRAVELED BY EACH BUS AND THE TIME SCHEDULE BASED UPON THE AUTHORIZED STOPS PROVIDED TO THE CONTRACTOR BY THE DEPARTMENT OR THE TMC. THE CONTRACTOR SHALL SCHEDULE BUSES SO AS TO PROVIDE THE MOST EFFICIENT AND COST-EFFECTIVE UTILIZATION OF EACH VEHICLE.

EMERGENCY DRILLS ON SCHOOL BUSES

THE EMERGENCY DRILLS ON SCHOOL BUSES REQUIRED BY SECTION 3523 OF THE N.Y. STATE EDUCATION LAW SHALL INCLUDE PRACTICE AND INSTRUCTION IN THE LOCATION, USE AND OPERATION OF THE EMERGENCY DOOR, FIRE EXTINGUISHERS, AXE, FIRST AID EQUIPMENT AND WINDOWS AS A MEANS OF ESCAPE IN CASE OF FIRE OR ACCIDENT. THEY SHALL INCLUDE EMERGENCY SITUATIONS WHICH MIGHT RESULT FROM BOTH FIRE AND ACCIDENTS. SUCH INSTRUCTIONS AND THE CONDUCT OF THE DRILLS SHALL BE GIVEN BY THE CONTRACTOR AS REQUIRED BY LAW.

A MINIMUM OF THREE SUCH EMERGENCY DRILLS SHALL BE HELD ON EACH SCHOOL BUS AT EACH SCHOOL DURING THE SCHOOL YEAR; THE FIRST TO BE CONDUCTED DURING THE FIRST WEEK OF THE FALL TERM, THE SECOND PRIOR TO JANUARY 1ST AND THE THIRD PRIOR TO MAY 1ST.

NO EMERGENCY DRILLS SHALL BE CONDUCTED WHEN BUSES ARE ON ROUTES.

IN ORDER TO FACILITATE VARIOUS PROGRAMS OF BUS EMERGENCY DRILLS, THE CONTRACTOR SHALL SUPPLY, AT NO ADDITIONAL COST, VEHICLES AND DRIVERS TO BE AVAILABLE AT VARIOUS SCHOOL BUILDING LOCATIONS OUTSIDE OF THE REGULARLY SCHEDULED TIMES. THE CONTRACTOR SHALL CERTIFY TO THE DEPARTMENT/TMC ANNUALLY THAT CONTRACTOR HAS COMPLIED WITH THESE REGULATIONS.

CAR SEATS, SAFETY VESTS, WHEELCHAIR HOOKUPS AND HARNESSES

THE CONTRACTER SHALL PROVIDE ONE CAR SEAT OF APPROPRIATE SIZE, SAFETY VEST OR WHEELCHAIR HOOKUP, AS APPLICABLE, PER CHILD AS REQUESTED. ALL SUCH EQUIPMENT MUST MEET OR EXCEED ALL FEDERAL, STATE AND LOCAL LAWS. SHOULD THE NEED ARISE FOR A SPECIALIZED CAR SEAT, SAFETY VEST OR HARNESS PROVIDING SUCH SPECIALIZED EQUIPMENT SHALL BE THE RESPONSIBILITY OF THE PARENT. THE CONTRACTOR SHALL NOT USE A HARNESS WITHOUT THE AUTHORIZATION FROM THE COUNTY OR THE TMC.

IDENTIFICATION

DRIVERS AND MONITORS SHALL WEAR PHOTO IDENTIFICATION BADGES SUPPLIED BY THE CONTRACTOR.

FACILITIES AND MAINTENANCE

A. THE CONTRACTOR SHALL HAVE AN OPERATIONS FACILITY WITH (OR OBTAINED PRIOR TO AUGUST 1, 2021) SUFFICIENT STORAGE AND ACCESS TO MAINTENANCE FACILITIES WITH SUFFICIENT EQUIPMENT AND TRAINED PERSONNEL TO SATISFY THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION, OR ANY SUCCESSOR OR SUPERSEDING AGENCY REQUIREMENTS. THE FACILITIES SHALL BE SUBJECT TO PERIODIC INSPECTION AND APPROVAL BY THE TMC AND THE DEPARTMENT DURING THE PERIOD OF THE CONTRACT.

B. THE CONTRACTOR SHALL OPERATE A PROGRAM OF PREVENTATIVE MAINTENANCE FOR EVERY VEHICLE IN ACCORDANCE WITH N.Y. STATE DEPARTMENT OF TRANSPORTATION REQUIREMENTS AND WHICH MEETS THE APPROVAL OF THE DEPARTMENT/TMC AND SHALL MAINTAIN RECORDS AS EVIDENCE THAT THE VEHICLES ARE RECEIVING ACCEPTABLE PERIODIC MAINTENANCE.

C. THE CONTRACTOR WILL WITHDRAW FROM SERVICE ANY VEHICLE WHICH IN THE OPINION OF THE INSPECTORS OF THE TMC, PRESENTS A HAZARD TO THE SAFE TRANSPORTATION OF STUDENTS, AND REPLACE IT WITH A VEHICLE WHICH IN THE OPINION OF THE INSPECTORS MEETS THE SAFETY STANDARDS OF THIS CONTRACT FOR THE SAFE TRANSPORTATION OF STUDENTS.

D. BUSES MUST BE KEPT IN EXCELLENT MECHANICAL CONDITION AND MUST BE KEPT CLEAN BOTH INSIDE AND OUT, BUT SPECIFICATION OF THESE ITEMS DOES NOT EXCLUDE OTHER CRITERIA, WHICH MAY BE USED BY THE DEPARTMENT TO DETERMINE THE ACCEPTABILITY OF A BUS. IN ANY EVENT,

ALL BUSES SHALL BE OPEN TO INSPECTION BY THE DEPARTMENT/TMC, ITS AGENTS OR ITS DULY AUTHORIZED REPRESENTATIVES DURING SCHOOL HOURS OR AT REASONABLE TIMES WITHOUT APPOINTMENT.

E. ALL SEASON TIRES ARE TO BE PUT ON ALL VEHICLES. NO RE-GROOVED OR RECAPPED TIRES WILL BE ACCEPTED.

F. THE DEPARTMENT AND/OR THE TMC RESERVES THE RIGHT TO INSPECT, OR TO HAVE ITS AUTHORIZED REPRESENTATIVE INSPECT, THE CONTRACTOR'S MAINTENANCE RECORDS AND MAKE ANY OTHER CHECKS AND INSPECTIONS THE DEPARTMENT/TMC DEEMS ADVISABLE OR NECESSARY TO ASSURE MAXIMUM SAFETY AND EFFICIENT OPERATION OF THE CONTRACTOR'S EQUIPMENT.

G. THE FACILITY MUST INCLUDE THE DISPATCH AND MANAGEMENT STAFF REQUIRED FOR THIS CONTRACT AND HAVE A MINIMUM OF TWO DIRECT PRIVATE DISPATCH PHONES FOR THIS CONTRACT ONLY. IF THE CONTRACTOR USES MORE THAN ONE DISPATCH OFFICE, YARD LOCATION, AND ADDITIONAL DIRECT PRIVATE PHONE LINES WILL BE REQUIRED TO BE INSTALLED. ALL COSTS RELATED TO THE INSTALLATION, MAINTENANCE AND MONTHLY EXPENSE FOR SHALL BE PAID BY THE CONTRACTOR.

H. THE CONTRACTOR SHALL ABIDE BY THE REQUIREMENTS OF CONFIDENTIALITY OF CHILDERN'S RECORDS AS PROVIDED UNDER THE FAMILY EDUCATION RIGHT AND PRIVACY ACT (FERPA) AND THE INDIVIDUALS WITH DISABILITIES EDUCATION ACT (IDEA) WHEN DISSEMINATING INFORMATION TO DRIVERS AND DRIVER'S ASSISTANTS AND OTHER STAFF MEMBERS. THE CONTRACTOR SHALL ALSO PROVIDE THE NECESSARY TRAINING OR INSTRUCTION TO ALL THE APPROPRIATE PERSONNEL FOR RELATING TO THE CONFIDENTIALITY REQUIREMENTS. THE CONTRACTOR SHALL COMPLY WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA).

I. THE BIDDER MUST POSSESS AND DEMONSTRATE FACILITIES, KNOWLEDGE, AND CAPABILITIES TO SATISFY ALL NEW YORK STATE DEPARTMENT OF TRANSPORTATION RULES, REGULATIONS AND VEHICLE INSPECTION REQUIREMENTS. THE BIDDER SHALL PROVIDE A COPY OF THEIR NYS DOT BUSNET SUMMARY AND PROFILE (WHICH MUST BE 90% OR HIGHER) FOR THE ENTIRE COMPANY FOR THE PREVIOUS THREE YEARS AS PART OF THEIR BID PACKAGE. THE SUCCESSFUL BIDDER SHALL PROVIDE THE COUNTY AND/OR THE TMC WITH THE BUSNET REPORTS EVERY THREE MONTHS THEREAFTER OR UPON REQUEST.

J. THE CONTRACTOR MUST PROVIDE AND MAINTAIN A FULL-TIME, ON-SITE TERMINAL MANAGER AND A FULL-TIME DISPATCHER WITH RESPONSIBILITY FOR SCHEDULING, ROUTING AND ON-ROAD SAFETY REVIEW AND SUPERVISE THE WORK CONTRACTED FOR.

K. THE CONTRACTOR MUST HAVE ALL THE NECESSARY PERMITS AND CERTIFICATES OF OCCUPANCY FOR THE BUS YARDS AND MUST COMPLY WITH ALL ENVIRONMENTAL REQUIREMENTS.

L. THE BIDDER SHALL SUBMIT, AT THE TIME OF THE INTIAL BID AND IF SUCCESSFUL, FOR EACH CONTRACT YEAR THEREAFTER, A COPY OF ITS MOST RECENT AFFIDAVITS OF COMPLIANCE (DS-3) IN ACCORDANCE WITH ARTICLE 19-A OF THE VTL.

EXPERIENCE

THE BIDDER SHALL, TOGETHER WITH HIS BID, FURNISH A STATEMENT INDICATING THE EXTENT AND TYPE OF SCHOOL BUS TRANSPORTATION OR OTHER KINDS OF BUS TRANSPORTATION EXPERIENCE AND ALSO SUBMIT AS REFERENCES THE NAMES OF SCHOOL DISTRICTS AND PRIVATE AND PAROCHIAL SCHOOLS PREVIOUSLY OR PRESENTLY SERVED, AS WELL AS THE DATES OF SUCH SERVICES WHICH HE MAY HAVE PROVIDED.

THE BIDDER MUST HAVE A MINIMUM OF 10 YEARS EXPERIENCE IN PROVIDING SPECIAL EDUCATION TRANSPORTATION FOR BIRTH TO FIVE YEAR OLDS WITH A CONTRACT EQUAL TO OR GREATER THAN THE TOTAL NUMBER OF VEHICLES LISTED IN THE ZONE BID.

INTERRUPTION OF SERVICE/FORCE MAJEURE

IN THE EVENT OF AN INTERRUPTION OF SERVICE CAUSED BY CONTRACTOR, ITS AGENTS OR ITS EMPLOYEES, THE COUNTY SHALL HAVE THE RIGHT TO SECURE SUCH OTHER TRANSPORTATION AS MAY BE NECESSARY. INTERRUPTION OF SERVICE SHALL BE DEEMED TO INCLUDE STRIKES. IF THE COST TO THE COUNTY FOR SECURING ALTERNATIVE SERVICE SHALL EXCEED THE AGREEMENT COST THAT WOULD OTHERWISE BE PAYABLE TO CONTRACTOR HEREUNDER, THE EXCESS SHALL BE CHARGED TO CONTRACTOR; ANY DAMAGES TO COUNTY SHALL BE COMPUTED AS PER THIS AGREEMENT IF OTHER TRANSPORTATION CANNOT BE SECURED.

CANCELLATION OF CONTRACT

FAILURE TO ADHERE TO AND COMPLY WITH THE TERMS OF THIS CONTRACT WILL BE CAUSE FOR CANCELLATION UPON 30 DAYS WRITTEN NOTICE BY THE COUNTY TO THE CONTRACTOR. SAID NOTICE SHOULD BE GIVEN BY CERTIFIED MAIL. THE ORIGINAL CONTRACTOR WILL INDEMNIFY THE COUNTY FOR ANY AND ALL COST INCURRED IN SECURING A NEW CONTRACT.

PAYMENT OF CLAIMS

A. ALL STANDARD COUNTY CLAIM VOUCHER FORMS, CERTIFIED TO BY THE CONTRACTOR AND SUPPORTED BY DETAILED STATEMENT WHICH INCLUDE UP-TO-DATE ROUTE SHEETS FOR EACH VEHICLE AND THE NAMES OF THE CHILDREN TRANSPORTED ON EACH BEHICLE, SHALL BE SUBMITTED MONTHLY BY CONTRACTOR TO THE TMC. FEE CHARGES SHALL BE IN ACCORDANCE WITH THE BID PRICES ATTACHED HERETO. ADDITIONAL SUPPORTING INFORMATION MAY BE REQUIRED FROM TIME TO TIME.

B. PAYMENT WILL BE MADE BY THE COUNTY MONTHLY IN ARREARS UPON AUDIT AND APPROVAL OF THE CLAIM VOUCHER FORMS BY DEPARTMENT AND THE OFFICE OF THE COMPTROLLER OF THE COUNTY. PAYMENT OF CLAIM VOUCHERS SUBMITTED FOR PAYMENT WITH INCOMPLETE DOCUMENTATION WILL BE DELAYED AND THE CLAIM VOUCHERS RETURNED TO THE CONTRACTOR FOR AMENDMENT.

C. IN THE EVENT THAT THE DEPARTMENT DEEMS IT NECESSARY TO DECREASE OR INCREASE THE NUMBER OF BUSES USED, THE COST OF THE CONTRACT WILL BE INCREASED OR DECREASED ACCORDINGLY BY $1/10^{th}$ (10 PERCENT OF THE YEARLY PRICE) FOR EACH WHOLE CALENDAR MONTH REMAINING ON THE SCHOOL YEAR FOR WHICH THE BUS IS USED, PLUS (IF NECESSARY), $1/180^{th}$ OF THE YEARLY PRICE FOR EACH DAY THAT SCHOOL IS IN SESSION FOR THE REMAINDER OF THE THEN CURRENT MONTH IN WHICH THE CHANGE WAS EFFECTED.

D. IN THE EVENT OF A CATASTROPHIC EVENT WHICH CAUSES AN INTERRUPTION OF TRANSPORTATION SERVICE FOR MORE THAN 17.5 CONSECUTIVE SCHOOL DAYS WITHIN A MONTH'S TIMEFRAME, THE CONTRACTOR WILL BE REIMBURSED FOR ITS FIXED COSTS ONLY, WHICH WILL BE 35% OF THE PREVIOUS MONTH OF SERVICE.

COPIES OF LAWS

THE CONTRACTOR SHALL ACQUIRE AND MAINTAIN COPIES OF ALL LAWS, RULES AND REGULATIONS OF ALL AGENCIES FEDERAL, STATE OR LOCAL WHICH ARE CONCERNED WITH THE OPERATION AND MAINTENANCE OF SCHOOL BUSES AND THE TRANSPORTATION OF CHILDERN WITH DISABILITIES FROM BIRTH THROUGH FIVE.

CONTRACT NON-ASSIGNABLE

THE CONTRACT FOR TRANSPORTATION OR ANY RIGHT, TITLE, OR INTEREST THEREIN MAY NOT BE ASSIGNED BY THE CONTRACTOR WITHOUT THE APPROVAL OF THE COUNTY. THE CONTRACTOR MAY NOT ENGAGE

SUBCONTRACTORS, HIRE OTHERS TO PERFORM ALL OR PART OF ITS AGREEMENT, NOR OTHERWISE DELEGATE ITS OBLIGATIONS TO PERFORM UNDER THE CONTRACT, UNLESS APPROVED BY THE COUNTY.

RADIO EQUIPMENT

A. TWO WAY RADIO SYSTEM SHALL BE REQUIRED, WITH EVERY VEHICLE (INCLUDING SPARE VEHICLES) HAVING A WORKING TWO WAY RADIO AT ALL TIMES. RADIOS SHALL BE PROVIDED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE DEPARTMENT (SUCH RADIOS SHALL BE RETURNED TO THE CONTRACTOR AT THE END OF THE CONTRACT). RADIO SYSTEM SHALL BE OBTAINED AND MAINTAINED BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE.

B. TWO-WAY RADIOS WILL BE APPROVED AND LICENSED BY THE F.C.C., OPERATED ON ASSIGNED FREQUENCIES AND HAVE SUCH RANGE THAT THE BASE STATION CAN CONTACT ANY VEHICLE ANYWHERE WITHIN THE LIMITS OF THE OPERATING AREA. CITIZEN BAND (CB) RADIOES OR CELLULAR TELEPHONES MAY NOT BE USED IN PLACE OF TWO-WAY APPROVED RADIOS.

C. DRIVERS SHALL REMAIN IN RADIO CONTACT WITH THE DISPATCHER'S OFFICE AT ALL TIMES WHEN BUSES ARE IN SERVICE.

RECORDS AND AUDIT

CONTRACTOR SHALL MAINTAIN FULL AND COMPLETE BOOKS AND RECORDS OF ACCOUNT IN ACCORDANCE WITH ACCEPTED ACCOUNTING PRACTICES AND SUCH OTHER RECORDS AS MAY BE PRESCRIBED BY THE DEPARTMENT AND COMPTROLLER OF THE COUNTY OF NASSAU. SUCH BOOKS AND RECORDS SHALL BE RETAINED BY CONTRACTOR FOR A PERIOD OF SIX YEARS FROM THE DATE OF FINAL PAYMENT UNDER THIS AGREEMENT AND SHALL AT ALL REASONABLE TIMES BE AVAILABLE FOR AUDIT AND INSPECTION BY THE DEPARTMENT, THE COMPTROLLER OF THE COUNTY OF NASSAU AND THE NEW YORK STATE DEPARTMENT OF AUDIT AND CONTROL.

LIQUIDATED DAMAGES

A. IN VIEW OF THE DIFFICULTY OF ASCERTAINING THE LOSS WHICH THE COUNTY WOULD SUFFER BY REASON OF THESE DEFAULTS ON THE PART OF THE CONTRACTOR, THE FOLLOWING SUMS ARE HEREBY AGREED UPON, FIXED AND DETERMINED BY THE PARTIES HERETO AS THE LIQUIDATED DAMAGES THE COUNTY WILL SUFFER BY REASON OF SAID VIOLATION OF CONTRACT AND NOT BY WAY OF PENALTY, AND SUCH LIQUIDATED DAMAGES MAY BE IMPOSED UPON THE FINDING OF THE COUNTY AND/OR THE TMC ITS DESIGNEE THAT A CONTRACT PROVISION HAS BEEN VIOLATED.

B. VIOLATIONS SHALL BE REVIEWED MONTHLY BY THE TMC AND A REPRESENTATIVE OF THE CONTRACTOR. SHOULD A DISPUTE ARISE AS TO THE ASSESSMENT OF A VIOLATION(S), THE MATTER WILL BE ARBITRATED BY A REPRESENTATIVE OF THE DEPARTMENT OF HEALTH, WHOSE DECISION SHALL BE FINAL AND BINDING.

C. A $1,000.00 DOLLAR FINE WILL BE ASSESSED FOR EACH OCCURRENCE OF A CHILD BEING LEFT UNATTENDED ON A VEHICLE. THE COUNTY RESERVES THE RIGHT TO CANCEL THE CONTRACT IF A CHILD IS LEFT UNATTENDED ON A VEHICLE.

D. LIQUIDATED DAMAGES MAY BE ASSESSED FOR EVERY VEHICLE, FOR EVERY DAY, AND FOR EVERY INSTANCE OF THE VIOLATION IN THE AMOUNTS NOTED BELOW. THE COST PER BUS PER DAY SHALL BE DEDUCTED FROM SUBSEQUENT PAYMENTS DUE THE CONTRACTOR FOR EACH DAY EACH OF THE FOLLOWING VIOLATIONS OF THE CONTRACT OCCURS:

FAILURE TO PROVIDE SERVICES ON A DAY ON WHICH SCHOOLS ARE REQUIRED TO BE OPEN BY THE OFFICIAL SCHOOL CALENDARS.

FAILURE TO CONFORM TO THE ARRIVAL AND DISMISSAL SCHEDULES OF THE SCHOOLS SERVICED, AS NOTIFIED BY THE DEPARTMENT/TMC.
FAILURE TO ADHERE TO ANY SPECIAL SCHEDULES, OR SHORTENED AND LENGTHENED SCHEDULES, OF THE SCHOOLS SERVICES.

FAILURE TO PROVIDE ALL THE VEHICLES NECESSARY TO DO ALL OF THE WORK CONTRACTED FOR.

FAILURE TO COMPLY WITH THE REGULATIONS OF THE NEW YORK STATE DEPARTMENT OF EDUCATION, TRANSPORTATION AND MOTOR VEHICLES AS WELL AS WITH ANY AND ALL LAWS AND REGULATIONS OF ANY AGENCY OF THE FEDERAL GOVERNMENT, STATE OF NEW YORK, CITY OF NEW YORK OR COUNTY OF NASSAU.

FAILURE TO COMPLY WITH THE VEHICLE STANDARDS AS SET FORTH IN THIS CONTRACT.

FAILURE OF ANY VEHICLE TO HAVE A CURRENT AND EFFECTIVE DEPARTMENT OF TRANSPORTATION CERTIFICATION.

ASSIGNMENT OF DEPARTMENT WORK TO ANY DRIVER/MONITOR/AIDES DISQUALIFIED BY THE DEPARTMENT OR THE TMC.

EACH TIME AN OPERATOR IS FOUND GUILTY OF COMMITTING A MOVING VIOLATION OF THE NEW YORK STATE VEHICLE AND TRAFFIC LAW WHILE TRANSPORTING STUDENTS UNDER THIS CONTRACT.

EACH TIME A DRIVER ALLOWS A STUDENT TO ENTER OR LEAVE THE VEHICLE WHILE IT IS IN MOTION.

EXCLUSION OF ANY STUDENT FROM A RUN BY THE CONTRACTOR OR THE DRIVER.

EACH TIME A DRIVER IS FOUND TO USE CORPORAL PUNISHMENT ON A STUDENT. IN ADDITION, DRIVER WILL BE DISMISSED IMMEDIATELY.

EACH TIME THAT STUDENTS ARE LEFT UNATTENDED ON A VEHICLE, EXCEPT IN AN EMERGENCY.

FAILURE TO FOLLOW PROCEDURES FOR REPORTING OF ACCIDENTS AS SET FORTH IN THE CONTRACT.

FAILURE TO SUBMIT ATTENDANCE REPORTS TO THE TMC.

FAILURE TO REPORT IMMEDIATELY TO THE PRINCIPAL, THE DEPARTMENT OR THE TMC ANY INCIDENT INVOLVING PHYSICAL HARM.

E. ONE-HALF OF THE COST PER BUS, PER DAY SHALL BE DEDUCTED FROM SUBSEQUENT PAYMENTS DUE THE CONTRACTOR FOR EACH DAY EACH OF THE FOLLOWING VIOLATIONS OF THE CONTRACT OCCURS:

FAILURE OF THE CONTRACTOR TO HAVE THE ABILITY TO DISPATCH SPARE VEHICLES

PROMPTLY.

FAILURE OF THE CONTRACTOR TO ENSURE DIRECT TELEPHONE ACCESS TO THE CONTRACTOR'S GARAGE FROM 10 MINUTES BEFORE THE TIME THE FIRST VEHICLE LEAVES THE GARAGE IN THE MORNING UNTIL THE LAST VEHICLES RETURNS TO THE GARAGE IN THE AFTERNOON, AND TO HAVE AVAILABLE A RESPONSIBLE PERSON WHO CAN GIVE INFORMATION ON THE STATUS OF EACH VEHICLE AND THE STUDENTS ASSIGNED TO EACH RUN.

FAILURE OF THE CONTRACTOR TO PROVIDE TO THE DEPARTMENT AND THE TMC THE NAME AND PHONE NUMBER OF A RESPONSIBLE PERSON AVAILABLE AFTER 5 PM (OR NORMAL BUSINESS HOURS) WHO MAY BE CONTACTED IN THE EVENT OF AN EMERGENCY.

FAILURE OF THE CONTRACTOR TO HAVE SUFFICIENT STORAGE AND ACCESS TO MAINTENANCE FACILITIES WITH SUFFICIENT EQUIPMENT AND TRAINED PERSONNEL TO SATISFY THE COUNTY AND STATE OF NEW YORK DEPARTMENT OF TRANSPORTATION REQUIREMENTS.

FAILURE OF THE CONTRACTOR TO OPERATE A PROGRAM OF PREVENTIVE MAINTENANCE FOR EVERY VEHICLE IN ACCORDANCE WITH THE DEPARTMENT OF TRANSPORTATION REQUIREMENTS AND WHICH MEETS THE APPROVAL OF THE DEPARTMENT AND THE TMC.

FAILURE OF THE CONTRACTOR TO MAINTAIN ACCEPTABLE RECORDS AS EVIDENCE THAT THE VEHICLES ARE RECEIVING PERIODIC MAINTENANCE IN ACCORDANCE WITH DEPARTMENT OF TRANSPORTATION AND DEPARTMENT REQUIREMENTS.

FAILURE OF ANY DRIVER TO MEET ANY OF THE VEHICLE DRIVER REQUIREMENTS SET FORTH IN THE CONTRACT.

EACH DRIVER PROVIDING SERVICE PURSUANT TO THIS CONTRACT FOR WHOM THE REQUIRED MEDICAL CERTIFICATE, FINGERPRINT RECORD, DRIVING RECORD (ABSTRACT), REFERENCE LETTERS AND APPLICATIONS FOR EMPLOYMENT WERE NOT SUBMITTED TO AND APPROVED BY THE DEPARTMENT AND THE TMC.

EACH DRIVER WHO HAS NOT RECEIVED THE PROPER TRAINING, INSTRUCTION AND/OR REFRESHER COURSES AS SPECIFIED HEREIN WITHIN THE TIME PERIOD AGREED UPON BY THE DEPARTMENT AND CONTRACTOR.

EACH VEHICLE TRANSPORTING A GREATER NUMBER OF STUDENTS THAN THE VEHICLE'S PERMISSIBLE STUDENT CAPACITY.

FAILURE OF THE DRIVER TO WAIT AT THE PICKUP POINT UNTIL THE SCHEDULED PICKUP TIME, IF HE/SHE HAS ARRIVED EARLY.

EACH UNAUTHORIZED TRANSFER OF A STUDENT FROM ONE VEHICLE TO ANOTHER VEHICLE EITHER ON THE TRIP TO THE DESTINATION FACILITY OR ON THE HOMEWARD TRIP.

EACH TIME A DRIVER ALLOWS STUDENTS TO THRUST ANY PART OF THEIR BODIES OUT OF OPEN WINDOWS OF THE VEHICLES.

FAILURE OF A DRIVER TO BE FAMILIAR WITH THE VEHICLE AND TRAFFIC LAWS, REGULATIONS OF THE COMMISSIONER OF MOTOR VEHICLES AND REGULATIONS OF THE STATE COMMISSIONER OF EDUCATION PERTAINING TO STUDENT TRANSPORTATION.

FAILURE OF THE DRIVER TO HAVE ON HIS OR HER PERSON AN APPROPRIATE OPERATOR'S LICENSE.

FAILURE TO HAVE AVAILABLE THE MINIMUM NUMBER OF SPARE VEHICLES AS REQUIRED BY THE CONTRACT.

FAILURE TO PROVIDE NEW SERVICE TO A STUDENT WITHIN THE 72 HOURS DESCRIBED WITHIN.

EACH TIME A VEHICLE ARRIVES AFTER THE TIME A SESSION IS DUE TO START.

EACH TIME THE OPERATOR REQUIRES A SCHOOL TO DISMISS STUDENTS PRIOR TO THE NORMAL CLOSE OF THE SCHOOL SESSION EXCEPT WHERE AUTHORIZED BY THE DEPARTMENT OR THE TMC.

FAILURE TO COMPLY WITH CHANGES IN THE RUN INCLUDING ADDITIONS OR DELETIONS OF STOPS.

ALTERING THE RUN SCHEDULE OR PICKUP SEQUENCE OF THE RUN WITHOUT NOTIFYING THE DEPARTMENT, THE TMC, SCHOOL PRINCIPAL AND PARENTS.

FAILURE TO SERVICE EACH DESIGNATED STOP IN EACH RUN.

EACH TIME A DRIVER PERFORMS A STUDENT PICKUP OR DROP-OFF AT A DEAD-END STREET, LOOP STREET, OR CUL-DE-SAC.

F. ONE-THIRD THE COST OF THE VEHICLE PER DAY SHALL BE DEDUCTED FROM SUBSEQUENT PAYMENTS DUE TO THE CONTRACTOR FOR EACH DAY EACH OF THE FOLLOWING VIOLATIONS OF THE CONTRACT OCCURS:

EACH VEHICLE WITH AN OPERATOR NOT WEARING OR VISIBLY DISPLAYING AN IDENTIFICATION BADGE WITH THE REQUIRED INFORMATION.

EACH OPERATOR WHO FAILS TO ASSIST IN CONDUCTING OF AN EMERGENCY DRILL.

FAILURE TO INFORM THE PRINCIPAL OR HIS/HER DESIGNEE THAT STUDENT'S PICKUP TIMES AND DROP OFF TIMES WILL BE CHANGED BECAUSE OF AN ADDITION OR DELETION OF STOPS OR OTHER REVISIONS TO A RUN.

FAILURE TO NOTIFY THE SCHOOL AND THE TMC IMMEDIATELY OF A BREAKDOWN ON THE WAY TO AND FROM SCHOOL.

MAKING A STOP AT AN UNAUTHORIZED LOCATION.

FAILURE TO DISPLAY THE RUN NUMBER INSIDE THE SIDE FRONT WINDOWS OF THE VEHICLE SO THAT IT CAN CLEARLY BE SEEN FROM A DISTANCE OF NOT LESS THAN 15 FEET.

FAILURE TO KEEP THE INTERIOR OF A VEHICLE CLEAN.

FAILURE TO WASH THE EXTERIOR OF EACH VEHICLE WEEKLY OR TO KEEP IT CLEAN.

EACH TIME A VEHICLE IS OPERATED IN THE PERFORMANCE OF THIS CONTRACT WITHOUT BEING EQUIPPED WITH AN APPROPRIATE FIRE EXTINGUISHER, FLARES OR FIRE BLANKET.

EACH TIME A VEHICLE IS OPERATED IN THE PERFORMANCE OF THIS CONTRACT WITHOUT BEING EQUIPPED WITH AN APPROPRIATE FIRST AID KIT ALONG WITH BODY FLUID KIT AND GLOVES AND SEAT BELT CUTTER.

FAILURE TO SHUT OFF THE MOTOR, TO REMOVE THE IGNITION KEY, SET THE BRAKES AND TURN THE WHEELS TO THE CURB WHEN THE DRIVER LEAVES A PARKED VEHICLE.

ANYTIME PASSENGERS OTHER THAN STUDENTS ASSIGNED BY THE DEPARTMENT/TMC ARE CARRIED IN VEHICLES USED IN THIS CONTRACT EXCEPT AS AUTHORIZED BY THE DEPARTMENT.

ANY OTHER VIOLATION OF THE CONTRACT WHATSOEVER FOR WHICH NO SPECIFIED LIQUIDATED DAMAGES ARE LISTED.

EACH TIME A VEHICLE IS OPERATED WITHOUT A FUNCTIONING VIDEO IMAGING AND AUDIO SYSTEM THAT RECORDS BOTH THE INTERIOR OF THE BUS CABIN AND THE FORWARD ROADWAY WHILE IN SERVICE.

FAILURE TO MAINTAIN FOR A MINIMUM OF SIX (6) MONTHS AND MADE AVAILABLE WITHIN 24 HOURS UPON REQUEST BY THE COUNTY AND/ OR THE TMC.

NOTHING HEREIN SHALL LIMIT THE RIGHT OF THE DEPARTMENT TO DECLARE THE CONTRACTOR IN DEFAULT OF THE CONTRACT IN ADVANCE OR, IN LIEU OF, OR IN ADDITION TO THE ASSESSMENT OF LIQUIDATED DAMAGES

NIFA Nassau County Interim Finance Authority

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

1. Vendor: L&M Bus Corp

2. Amount requiring NIFA approval: $44,000,000.00

Amount to be encumbered: $6,000,000.00

Slip Type: 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: 08/01/2026 to 07/31/2029

Has work or services on this contract commenced? No

If yes, please explain:

4. Funding Source:

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

Federal %	
State %	59.5
County %	40.5

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

Preschool Special Education Bus Transportation - Contract with bus companies to safely and reliably transport preschool children to and from their educational programs

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

Nassau County Attorney as to form	Yes
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	Posting Date	Amount Added in Prior 12 Months

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 03/26/2026

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.

BRUCE A. BLAKEMAN
NASSAU COUNTY EXECUTIVE

IRINA GELMAN, DPM, PhD, MPH
Commissioner of Health

BOARD OF HEALTH
Ellen J. Braunstein, MD, Chair
Anthony J. Battista, MD, Vice-Chair
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John R. Zaso, DO
Rizwan Qureshi

NASSAU COUNTY DEPARTMENT OF HEALTH

Inter-Departmental Memo

To:	Robert Cleary, Chief Compliance Officer, Nassau County, NY
From:	Daniel Naftol, Department Chief Contract Officer, Department of Health
Date:	April 17, 2025
Cc:	Deneen Jenkins, Fiscal Director, Department of Health
	Shelly Schecter, Director of Maternal & Child Health Services, Department of Health
Subject:	L&M Bus Corporation

This memo addresses the discovery of "Adverse Information", related to L&M Bus Corporation, which was identified by the provider in their disclosure documents.

The L&M Bus Corporation identified several items along with their respective resolutions. I have reviewed this information and find L&M Bus Corporation to be a responsible vendor for this award. Accordingly, the Nassau County Department of Health does not believe this will impact their existing Purchase Order or this new contract award.

Attached as reference is a summary of the issues identified along with the corrective action.

Daniel Naftol
Nassau County Department of Health
Fiscal Department
dnaftol@nassaucountyny.gov
Phone: (516) 227-8598

L&M Bus Corporation
Adverse Information Finding and Corrective Actions

- The Washington Utilities and Transportation Commission (UTC) conducted a review of First Student in November 2021, and its report noted a number of regulatory violations. As for remedial measures, First Student was able to correct most of the issues immediately, and with the UTC's acceptance of our work and a court approved settlement, were allowed to maintain our satisfactory rating, the highest rating possible.
- In 2020, the New York State Department of Human Rights (NYSDHR) filed a complaint against First Student alleging unlawful discriminatory practices relating to public accommodation and education arising from a bullying incident between students that occurred in 2019 on a First Student school bus. After investigation, the NYSDHR referred the matter to a September 2023 public hearing on the merits for October 2023. Prior to the hearing, the parties reached a stipulation of settlement encompassing monetary and non-monetary terms (e.g., revised school district policies, postings, training) and a 3-year compliance period. This stipulation of settlement has not impacted the contract with the school district.
- On April 1, 2024, the United States Attorneys' Offices for the Northern District of New York (USAO), issues to First Student a Civil Investigative Demand (CID) in connection with an investigation as to whether First Student had submitted or caused to be submitted false claims to the United States in connection with federally funded grants and/or contracts relating to its compliance with driver/monitor/attendant training and hiring criteria/eligibility requirements. On June 5, 2024, First Student submitted its response to the USAO, detailing its hiring and training protocols and procedures, including specifics surrounding its background check process and suite of training programs. Currently, First Student has received no further communications from the USAO with respect to the CID. The OSC has attended a meeting regarding this matter, but First Student is not otherwise aware of its involvement.
- In 2018, the Office of Attorney General for the State of New York began an investigation into First Student's subsidiary (acquired by First Student 2022), Total Transportation, with allegedly engaged in excessive idling. In July 2024, the parties reached an Assurance of Discontinuance Agreement pursuant to which Total has agreed to engage in remedial measures including additional training and equipment to prevent future idling violations, Total is engaged in implementing those remedial measures.
- Effective March 6, 2024, First Student and the United States Environmental Protection Agency, Region 1 (EPA) entered into a Consent Agreement and Final Order (CAFO) with respect to allegations that idling of motor vehicles in excess of three minutes had occurred at two (2) First Student locations in Connecticut. Pursuant to the CAFO, First Student agreed to (1) provide anti-idling training to its employees who operate school buses; (2) post "no excessive idling" signs at its facilities; (3) provide anti-idling coaching at its Connecticut locations; and (4) pay a monetary penalty to the EPA. First Student is engaged in implementing those remedial measures.

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?

Electronically signed and certified at the date and time indicated by:
regina M Morana [REGINA.MORANA@FIRSTGROUP.COM]

Dated: 02/06/2026 01:38:30 pm

Vendor: L&M Bus Corp

Title: Accounts Receivable Manager

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 Kenning
   Date of birth: [redacted]
   Home address: [redacted]
   City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
   Country: [redacted]

   Business Address: 191 Rosa Parks Street, 8th Floor
   City: Cincinnati State/Province/ Territory: OH Zip/Postal Code: 45202
   Country US
   Telephone: 513-241-2200

   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	06/01/2024	Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer	06/01/2024	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 notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

I am an officer of each entity in the attached Corporate organizational chart.

1 File(s) uploaded: FS Org Chart 6.23.25.pdf

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.

Please see list of entities that hold contracts with governmental entities.

1 File(s) uploaded: Contracted Entity List 9.3.25.xlsx

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

On rare occasions our affiliates have been asked to cure a default but to the best of our knowledge none have had a contract terminated as a result of default or had a contract cancelled for cause.

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 [X] NO [ ] If yes, provide an explanation of the circumstances and corrective action taken.
Please see attached Disclosure.

1 File(s) uploaded: Investigation Disclosure.pdf

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 Kenning , 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 Kenning , 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.

L&M Bus Corp.

Name of submitting business

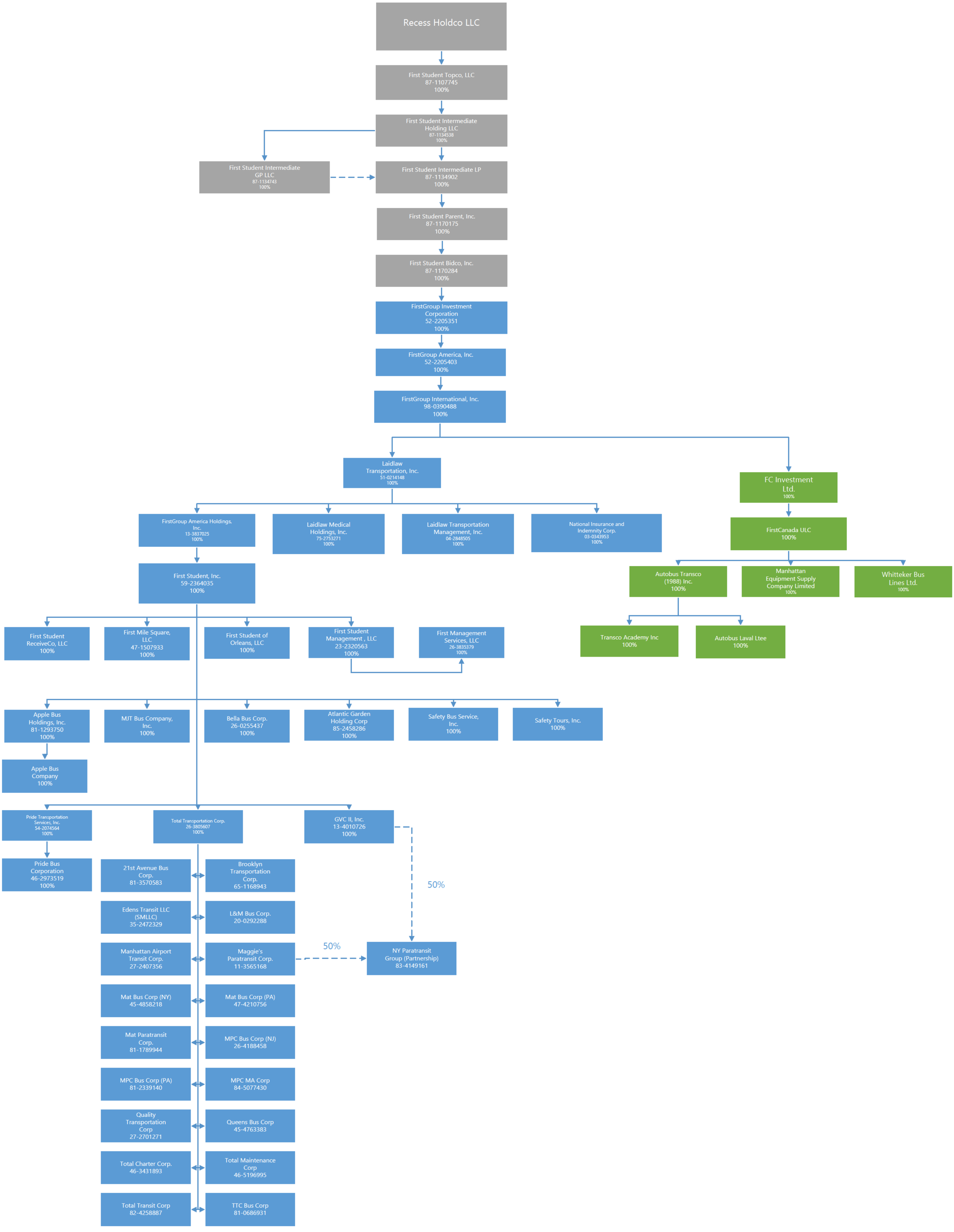
Electronically signed and certified at the date and time indicated by:
John Kenning JOHN.KENNING@FIRSTSTUDENTINC.COM

President & CEO

Title

03/02/2026 02:33:20 pm

Date


Recess Holdco LLC
First Student Topco, LLC
87-1107745
100%
First Student Intermediate Holding LLC
87-1134538
100%
First Student Intermediate GP LLC
87-1134743
100%
First Student Intermediate LP
87-1134902
100%
First Student Parent, Inc.
87-1170175
100%
First Student Bidco, Inc.
87-1170284
100%
FirstGroup Investment Corporation
52-2205351
100%
FirstGroup America, Inc.
52-2205403
100%
FirstGroup International, Inc.
98-0390488
100%
Laidlaw Transportation, Inc.
51-0214148
100%
FC Investment Ltd.
100%
FirstGroup America Holdings, Inc.
13-3837025
100%
Laidlaw Medical Holdings, Inc.
75-2753271
100%
Laidlaw Transportation Management, Inc.
04-2848505
100%
National Insurance and Indemnity Corp.
03-0343953
100%
FirstCanada ULC
100%
First Student, Inc.
59-2364035
100%
Autobus Transco (1988) Inc.
100%
Manhattan Equipment Supply Company Limited
100%
Whitteker Bus Lines Ltd.
100%
First Student ReceiveCo, LLC
100%
First Mile Square, LLC
47-1507933
100%
First Student of Orleans, LLC
100%
First Student Management , LLC
23-2320563
100%
First Management Services, LLC
26-3835379
100%
Transco Academy Inc
100%
Autobus Laval Ltee
100%
Apple Bus Holdings, Inc.
81-1293750
100%
MJT Bus Company, Inc.
100%
Bella Bus Corp.
26-0255437
100%
Atlantic Garden Holding Corp
85-2458286
100%
Safety Bus Service, Inc.
100%
Safety Tours, Inc.
100%
Apple Bus Company
100%
Pride Transportation Services, Inc.
54-2074564
100%
Pride Bus Corporation
46-2973519
100%
Total Transportation Corp.
26-3805607
100%
GVC II, Inc.
13-4010726
100%
50%
21st Avenue Bus Corp.
81-3570583
Brooklyn Transportation Corp.
65-1168943
Edens Transit LLC (SMLLC)
35-2472329
L&M Bus Corp.
20-0292288
Manhattan Airport Transit Corp.
27-2407356
Maggie's Paratransit Corp.
11-3565168
50%
NY Paratransit Group (Partnership)
83-4149161
Mat Bus Corp (NY)
45-4858218
Mat Bus Corp (PA)
47-4210756
Mat Paratransit Corp.
81-1789944
MPC Bus Corp (NJ)
26-4188458
MPC Bus Corp (PA)
81-2339140
MPC MA Corp
84-5077430
Quality Transportation Corp
27-2701271
Queens Bus Corp
45-4763383
Total Charter Corp.
46-3431893
Total Maintenance Corp
46-5196995
Total Transit Corp
82-4258887
TTC Bus Corp
81-0686931

Company Information
FirstGroup America, Inc. FEIN: 52-2205403 Formed: 03/09/2000 State: Delaware Status: Active
First Student, Inc. FEIN: 59-2364035 Formed: 10/28/83 State: Delaware Status: Active
First Mile Square, LLC FEIN: 47-1507933 Formed: 6/30/2014 State: Delaware Status: Active
First Student of Orleans, LLC FEIN: 84-2795606 Formed: 7/09/2019 State: Louisiana Status: Active
Apple Bus Holdings, Inc. FEIN: 81-1293750 Formed: 02/1/2016 State: Delaware Status: Active
Apple Bus Company FEIN: 43-1903691 Formed: 10/10/2000 State: Missouri Status: Active
Safety Bus Service, Inc. FEIN: 22-2854034 Formed: 8/12/1960 State: New Jersey Status: Active
Safety Tours, Inc. FEIN: 22-2504711 Formed: 2/7/1984 State: New Jersey Status: Active
Total Transportation Corp. FEIN: 26-3805607

Company Information
Formed: 11/4/2008 State: New York Status: Active
Quality Transportation Corp. FEIN: 27-2701271 Formed 5/26/2010 State: NY Status: Active
MAT Bus Corp. (NY) FEIN: 45-4858218 Formed: 3/21/2012 State: NY Status: Active
MAT Bus Corp. (PA) FEIN: 47-4210756 Formed: 6/8/2015 State: PA Status: Active
Total Charter Corp. FEIN: 46-3431893 Formed: 8/2/2013 State: NY Status: Inactive
MPC Bus Corp. FEIN: 26-4188458 Formed: 3/17/2015 State: NJ Status: Active
Pride Bus Corp. FEIN: Formed: State: Status: Active
Pride Transportation Services, Inc. FEIN: 54-2074564 Formed: 9/16/2002 State: NY Status: Active
Total Maintenance Corp. FEIN: 46-5196995 Formed: 3/20/2014 State: NY Status: Active

Company Information
Total Transit Corp. FEIN: 82-4258887 Formed: 1/26/2018 State: PA Status: Active
TTC Bus Corp FEIN: 81-0686931 Formed: State: CT Status: Active
GVC II Inc. FEIN: 13-4010726 Formed: 6/12/1998 State: NY Status: Active
L&M Bus Corp FEIN: 20-0292288 Formed: 10/10/2003 State: NY Status: Active
Bella Bus Corp FEIN: 26-0255437 Formed: 5/25/2007 State: NY Status: Active
Penny Transportation Inc. FEIN: 11-2349863 Formed: 2/13/1974 State: New York Status: Active
Smart Pick Inc. FEIN: 11-3235247 Formed: 11/1/1994 State: New York Status: Active

Investigation Disclosure

Any investigation, levy of a routine citation or fine against L&M, including its parent entities Total Transportation Corp and First Student and affiliates, is consistent with that of a similarly situated company. Examples would include routine investigations or citations such as speeding tickets, OSHA inspections or the like. Given the breadth of our family of companies' nationwide operations, it would be impossible to expect that on occasion an investigation, fine or citation would not be levied against First Student or its affiliates. We are not aware of any investigation that would materially impact L&M's ability to perform services. The following are explanations regarding several investigations that have occurred in the past 5 years:

The Washington Utilities and Transportation Commission (UTC) is a regulatory agency that oversees and authorizes First Student's charter transportation services across the state of Washington. The UTC conducts periodic reviews and inspections of all charter transportation companies, including First Student, to ensure regulatory compliance. First Student has a long history of working cooperatively with the UTC to address any issues the commission identifies during these routine audits. In November 2021, the UTC conducted a review of First Student, and its report noted a number of regulatory violations. While most of the issues the UTC cited were administrative or records-keeping issues, our first priority at First Student was to address each of the issues promptly and fully ad to the UTC's satisfaction. As for remedial measures, First Student was able to correct most of the issues immediately, and with the UTC's acceptance of our work and a court approved settlement, were allowed to maintain our satisfactory rating, the highest rating possible.

In 2020, the New York State Department of Human Rights (NYSDHR) filed a complaint against First Student alleging unlawful discriminatory practices relating to public accommodation and education arising from a bullying incident between students that occurred in 2019 on a First Student school bus. After investigation, the NYSDHR referred the matter to a September 2023 public hearing on the merits for October 2023. Prior to the hearing, the parties reached a stipulation of settlement encompassing monetary and non-monetary terms (e.g., revised school district policies, postings, training) and a 3-year compliance period. This stipulation of settlement has not impacted the contract with the school district.

On April 1, 2024, the United States Attorneys' Offices for the Northern District of New York (USAO), located in Albany, New York, issues to First Student a Civil Investigative Demand (CID) in connection with an investigation as to whether First Student had submitted or

caused to be submitted false claims to the United States in connection with federally funded grants and/or contracts relating to its compliance with driver/monitor/attendant training and hiring criteria/eligibility requirements. On June 5, 2024, First Student submitted its response to the USAO, detailing its hiring and training protocols and procedures, to include specifics surrounding its background check process and suite of training programs. At this time, First Student has received no further communications from the USAO with respect to the CID. The OSC has attended a meeting regarding this matter, but First Student is not otherwise aware of its involvement.

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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: Joe Schwaderer
Date of birth: [redacted]
Home address: [redacted]
City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
Country: [redacted]

Business Address: 191 Rosa Parks Street, 8th Floor
City: Cincinnati State/Province/ Territory: OH Zip/Postal Code: 45202
Country US
Telephone: 5132412200

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	06/13/2024	Partner	
Vice President			
(Other)			

Type Other
Description Senior Vice President, Finance
Start Date 06/13/2024

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.

I am an officer of every entity listed on the attached Org Chart

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.

Please see attached list of entities.

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

   On rare occasions our affiliates have been asked to cure a default but to the best of our knowledge none have had a contract terminated as a result of default or had a contract cancelled for cause.

   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 [X] NO [ ] If yes, provide an explanation of the circumstances and corrective action taken.
Pease see attached Disclosure.

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, Joe Schwaderer , 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, Joe Schwaderer , 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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L&M Bus Corp.

Name of submitting business

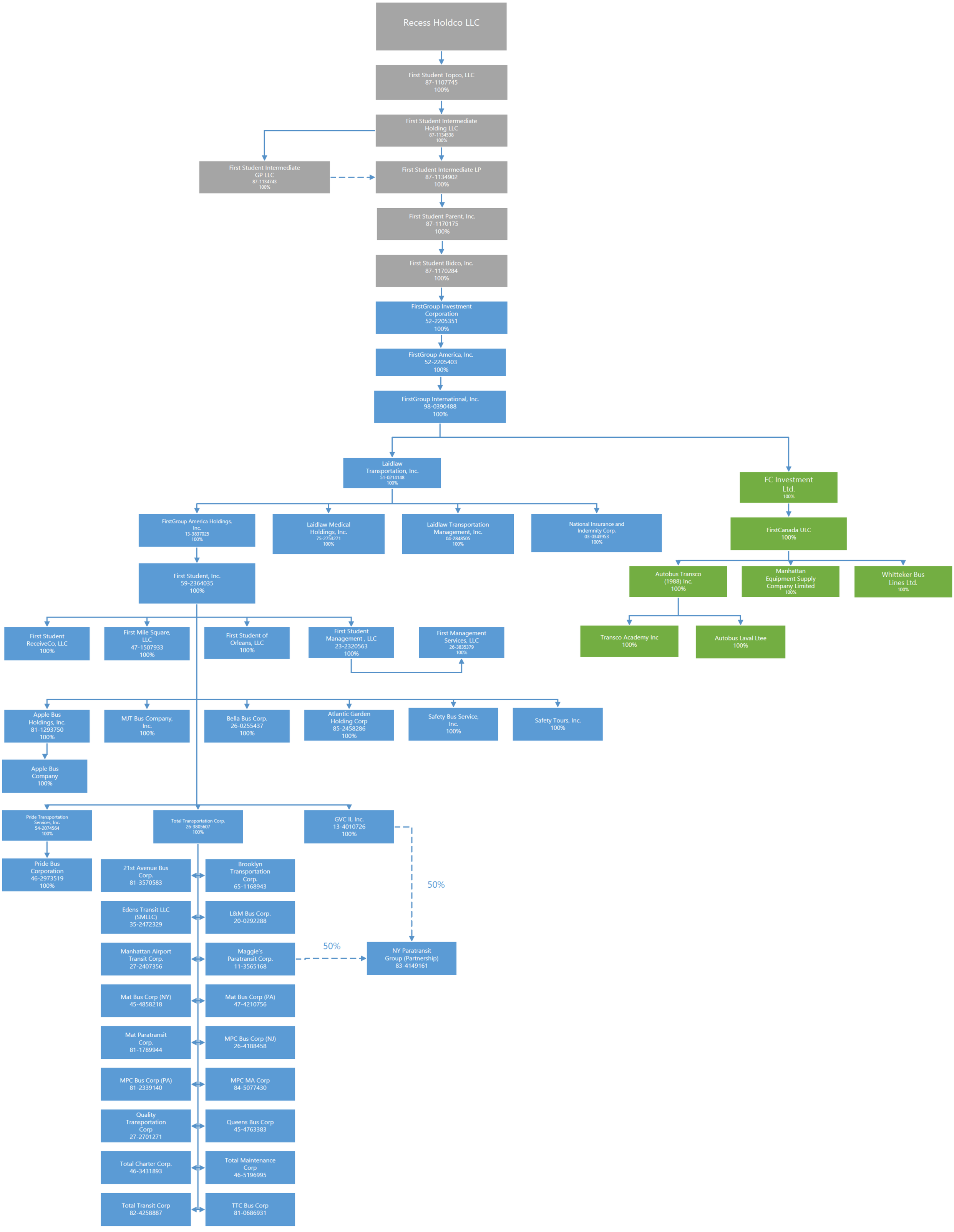
Electronically signed and certified at the date and time indicated by:
Joe Schwaderer JOE.SCHWADERER@FIRSTSTUDENTINC.COM

Chief Financial Officer

Title

03/23/2026 09:42:13 am

Date


Recess Holdco LLC
First Student Topco, LLC
87-1107745
100%
First Student Intermediate Holding LLC
87-1134538
100%
First Student Intermediate GP LLC
87-1134743
100%
First Student Intermediate LP
87-1134902
100%
First Student Parent, Inc.
87-1170175
100%
First Student Bidco, Inc.
87-1170284
100%
FirstGroup Investment Corporation
52-2205351
100%
FirstGroup America, Inc.
52-2205403
100%
FirstGroup International, Inc.
98-0390488
100%
Laidlaw Transportation, Inc.
51-0214148
100%
FC Investment Ltd.
100%
FirstGroup America Holdings, Inc.
13-3837025
100%
Laidlaw Medical Holdings, Inc.
75-2753271
100%
Laidlaw Transportation Management, Inc.
04-2848505
100%
National Insurance and Indemnity Corp.
03-0343953
100%
FirstCanada ULC
100%
First Student, Inc.
59-2364035
100%
Autobus Transco (1988) Inc.
100%
Manhattan Equipment Supply Company Limited
100%
Whitteker Bus Lines Ltd.
100%
First Student ReceiveCo, LLC
100%
First Mile Square, LLC
47-1507933
100%
First Student of Orleans, LLC
100%
First Student Management , LLC
23-2320563
100%
First Management Services, LLC
26-3835379
100%
Transco Academy Inc
100%
Autobus Laval Ltee
100%
Apple Bus Holdings, Inc.
81-1293750
100%
MJT Bus Company, Inc.
100%
Bella Bus Corp.
26-0255437
100%
Atlantic Garden Holding Corp
85-2458286
100%
Safety Bus Service, Inc.
100%
Safety Tours, Inc.
100%
Apple Bus Company
100%
Pride Transportation Services, Inc.
54-2074564
100%
Pride Bus Corporation
46-2973519
100%
Total Transportation Corp.
26-3805607
100%
GVC II, Inc.
13-4010726
100%
50%
21st Avenue Bus Corp.
81-3570583
Brooklyn Transportation Corp.
65-1168943
Edens Transit LLC (SMLLC)
35-2472329
L&M Bus Corp.
20-0292288
Manhattan Airport Transit Corp.
27-2407356
Maggie's Paratransit Corp.
11-3565168
50%
NY Paratransit Group (Partnership)
83-4149161
Mat Bus Corp (NY)
45-4858218
Mat Bus Corp (PA)
47-4210756
Mat Paratransit Corp.
81-1789944
MPC Bus Corp (NJ)
26-4188458
MPC Bus Corp (PA)
81-2339140
MPC MA Corp
84-5077430
Quality Transportation Corp
27-2701271
Queens Bus Corp
45-4763383
Total Charter Corp.
46-3431893
Total Maintenance Corp
46-5196995
Total Transit Corp
82-4258887
TTC Bus Corp
81-0686931

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 Sgro
   Date of birth: [redacted]
   Home address: [redacted]
   City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
   Country: [redacted]

   Business Address: 231 Malta Street
   City: Brooklyn State/Province/ Territory: NY Zip/Postal Code: 11207
   Country US
   Telephone: 5167545563

   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	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President	01/01/2019		
(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 notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

I am an Officer of Total Transportation Corp., L&M Bus Corp., Quality Transportation Corp., Pride Transportation Services Inc., Pride Bus Corp., MAT Bus Corp., MPC Bus Corp., Maggies Paratransit Corp., GVC II Inc., Total Transit Corp., Bella Bus Corp., TTC Bus Corp. and Total Charter 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.

Please See Attached.

1 File(s) uploaded: Question 6 Awarded Contracts.pdf

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

On rare occasions our affiliates have been asked to cure a default but to the best of our knowledge none have had a contract terminated as a result of default or had a contract cancelled for cause.

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 [X] NO [ ] If yes, provide an explanation of the circumstances and corrective action taken.
Please See Attached.

1 File(s) uploaded: Question 11 Investigation Disclosure.pdf

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 Sgro , 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 Sgro , 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.

L&M Bus Corp.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Joseph Sgro JOSEPHSGRO@TOTALBUSCO.COM

Region Senior Vice President

Title

02/17/2026 11:57:36 am

Date

TOTAL TRANSPORTATION CORP.

In Response to: Principal Questionnaire Form

Question #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?

Please note L&M Bus Corp is a subsidiary of Total Transportation Corp.

Below are the entities that were awarded governmental contracts and continue to operate while Joe Sgro was an Officer.

- Quality Transportation – New York City Department of Education
- L&M Bus Corp - New York City Department of Education
  Prep for Prep
- Bella Bus Corp - NYC Department of Homeless Services
  Interagency Transportation Solutions
- Pride Transportation Services, Inc. - New York Department of Education
- Maggies Paratransit Corp. - Metropolitan Transportation Agency (MTA)
- GVCII, Inc - Metropolitan Transportation Agency (MTA)
- Total Transit Corp - SEPTA
- MPC Bus Corp - New Jersey Transit (NJT)
- MAT Bus Corp. – Dutchess BOCES
  Yonkers Public Schools
  Yorktown Central School District

320 Nassau Blvd., Garden City, NY 11530 (O) 718-647-2988 (F) 516-620-3122

Investigation Disclosure

Any investigation, levy of a routine citation or fine against L&M, including its parent entities Total Transportation Corp and First Student and affiliates, is consistent with that of a similarly situated company. Examples would include routine investigations or citations such as speeding tickets, OSHA inspections or the like. Given the breadth of our family of companies' nationwide operations, it would be impossible to expect that on occasion an investigation, fine or citation would not be levied against First Student or its affiliates. We are not aware of any investigation that would materially impact L&M's ability to perform services. The following are explanations regarding several investigations that have occurred in the past 5 years:

The Washington Utilities and Transportation Commission (UTC) is a regulatory agency that oversees and authorizes First Student's charter transportation services across the state of Washington. The UTC conducts periodic reviews and inspections of all charter transportation companies, including First Student, to ensure regulatory compliance. First Student has a long history of working cooperatively with the UTC to address any issues the commission identifies during these routine audits. In November 2021, the UTC conducted a review of First Student, and its report noted a number of regulatory violations. While most of the issues the UTC cited were administrative or records-keeping issues, our first priority at First Student was to address each of the issues promptly and fully ad to the UTC's satisfaction. As for remedial measures, First Student was able to correct most of the issues immediately, and with the UTC's acceptance of our work and a court approved settlement, were allowed to maintain our satisfactory rating, the highest rating possible.

In 2020, the New York State Department of Human Rights (NYSDHR) filed a complaint against First Student alleging unlawful discriminatory practices relating to public accommodation and education arising from a bullying incident between students that occurred in 2019 on a First Student school bus. After investigation, the NYSDHR referred the matter to a September 2023 public hearing on the merits for October 2023. Prior to the hearing, the parties reached a stipulation of settlement encompassing monetary and non-monetary terms (e.g., revised school district policies, postings, training) and a 3-year compliance period. This stipulation of settlement has not impacted the contract with the school district.

On April 1, 2024, the United States Attorneys' Offices for the Northern District of New York (USAO), located in Albany, New York, issues to First Student a Civil Investigative Demand (CID) in connection with an investigation as to whether First Student had submitted or

caused to be submitted false claims to the United States in connection with federally funded grants and/or contracts relating to its compliance with driver/monitor/attendant training and hiring criteria/eligibility requirements. On June 5, 2024, First Student submitted its response to the USAO, detailing its hiring and training protocols and procedures, to include specifics surrounding its background check process and suite of training programs. At this time, First Student has received no further communications from the USAO with respect to the CID. The OSC has attended a meeting regarding this matter, but First Student is not otherwise aware of its involvement.

In 2018, the Office of Attorney General for the State of New York began an investigation into First Student's subsidiary (acquired by First Student 2022), Total Transportation, with allegedly engaged in excessive idling. In July 2024, the parties reached an Assurance of Discontinuance Agreement pursuant to which Total has agreed to engage in remedial measures including additional training and equipment to prevent future idling violations, Total is engaged in implementing those remedial measures.

Effective March 6, 2024, First Student and the United States Environmental Protection Agency, Region 1 (EPA) entered into a Consent Agreement and Final Order (CAFO) with respect to allegations that idling of motor vehicles in excess of three minutes had occurred at two (2) First Student locations in Connecticut. Pursuant to the CAFO, First Student agreed to (1) provide anti-idling training to its employees who operate school buses; (2) post "no excessive idling" signs at its facilities; (3) provide anti-idling coaching at its Connecticut locations; and (4) pay a monetary penalty to the EPA. First Student is engaged in implementing those remedial measures.

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: 08/25/2025

1) Proposer's Legal Name: L&M Bus Corp

2) Address of Place of Business: 3167 Atlantic Avenue

City: Brooklyn State/Province/ Territory: NY Zip/Postal Code: 11207

Country: US

Address: 200 Winding Road

City: Old Bethpage State/Province/ Territory: NY Zip/Postal Code: 11804

Country: US

Start Date: 08/18/2021 End Date: 08/31/2024

Address: 400 Stanley Avenue

City: Brooklyn State/Province/ Territory: NY Zip/Postal Code: 11208

Country: US

Start Date: 01/01/2002 End Date:

Address: 42 Schleigel BLVD

City: Amityville State/Province/ Territory: NY Zip/Postal Code: 11701

Country: US

Start Date: 09/01/2024 End Date:

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: [redacted]

5) Federal I.D. Number: [redacted]

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?
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:
Please see the attached Corporate Organizational Chart.

1 File(s) uploaded: FS Org Chart 6.23.25.pdf

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.

1 File(s) uploaded: Investigation Disclosure.pdf

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

Any investigation, levy of a routine citation against L&M, including its parent entities and affiliates, is consistent with that of similarly situated companies. Examples would include routine investigations or citations such as speeding tickets, OSHA inspections or the like. Given the breath of our nationwide operations it would not be impossible to expect that on occasion an investigation, fine or citation would not be levied against L&M Bus Corp or its affiliates. We are not aware of any investigation that would materially impact L&M's ability to perform 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 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.

L&M Bus Corp will follow all procurement rules to ensure that no conflict will exist in the future. If a conflict arises in the future Nassau County will be notified by L&M Bus Corp. to make a determination if a conflict of interest 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 [X] NO [ ]

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

i) Date of formation;

10/10/2003

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- All shares are 100% owned by Total Transportation Corp. Please see attached Organization Chart.

1 File(s) uploaded: FS Org Chart 6.23.25.pdf

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

Joe Sgro - Senior Vice President - [redacted]
John Kenning - President & CEO - [redacted]
Joe Schwaderer - CFO - [redacted]

1 File(s) uploaded: LM Board of Directors Letterhead.pdf

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

2000

vi) Annual revenue of firm;

60000000

vii) Summary of relevant accomplishments

L&M Bus Corp has had many accomplishments as a whole under our Parent Company Total Transportation Corp but one that stands out profoundly in our Proposal is in 2012 L&M Bus Corp was asked by the NYC DOE to assume 175 Pre-K routes from a provider that had failed to meet its contract requirements . Our management team quickly mobilized in securing property, vehicles and staff and had accomplished contract compliance to the DOE within the three week transition and successfully managed to take over the contract. We aim to provide the best service possible when it comes to transportation.

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

1 File(s) uploaded: Proof of Business - L&M Bus Corp.pdf

B. Indicate number of years in business.

22

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

L&M Bus Corp has provided exceptional service when it comes to supplying student transportation. We service over 185+ routes a day all while getting children safely to-and-from school with a fleet over 352+ vehicles. We believe our experience and the ability to perform our contracts is the sole reason why our transition capabilities are so successful. Please refer to both attachments of our Current Contracts and Reference List to see whom we provide services too.

1 File(s) uploaded: L&M Customer List 2025.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.

Company	Jericho School District		
Contact Person	Castel Stone		
Address	99 Cedar Swamp Road		
City	Jericho	State/Province/Territory	NY
Country	US		
Telephone	(516) 203-3600		
Fax #			
E-Mail Address	cstone@jerichoschools.org		

Company	Freeport Union Free School District		
Contact Person	Jamie Reinke		
Address	235 N Ocean Avenue		
City	Freeport	State/Province/Territory	NY
Country	US		
Telephone	(516) 867-5224		
Fax #			
E-Mail Address	jreinke@freeportschools.org		

Company	Westbury Union Free School District		
Contact Person	James Popkin		
Address	2 Hitchcock Lane		
City	Old Westbury	State/Province/Territory	NY
Country	US		
Telephone	(516) 876-5012		
Fax #			
E-Mail Address	jpopkin@westburyschools.org		

I, Regina M Morana , 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, Regina M Morana , 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: L&M BUs Corp

Electronically signed and certified at the date and time indicated by:
Regina M Morana REGINA.MORANA@FIRSTGROUP.COM

Accounts Receivable Manager
Title

02/06/2026
Date

L&M Bus Corp.
3167 Atlantic Avenue, Brooklyn, New York 11207

10/2/2025

L&M Bus Corp. Board of Directors

John Kenning – President & CEO
Joe Sgro – Vice President
Joe Schwaderer – CFO

TTC TOTAL TRANSPORTATION CORP.

N. Y. S. DEPARTMENT OF STATE
DIVISION OF CORPORATIONS AND STATE RECORDS ALBANY, NY 12231-0001

FILING RECEIPT

ENTITY NAME: L & M BUS CORP.

DOCUMENT TYPE: INCORPORATION (DOM. BUSINESS) COUNTY: QUEE

SERVICE COMPANY: BLUMBERG/EXCELSIOR CORPORATE SERVICES SERVICE CODE: 39 *

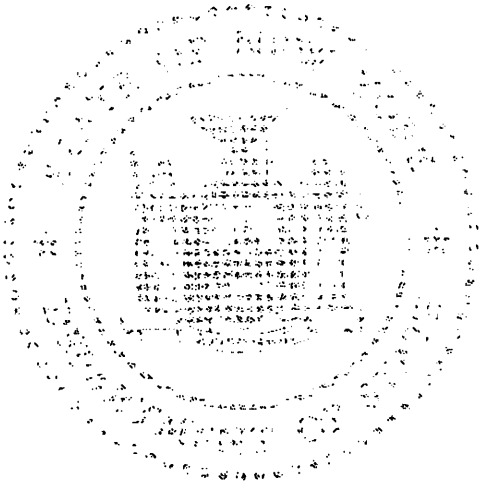
FILED:10/10/2003 DURATION:PERPETUAL CASH#:031010000664 FILM #:031010000643

ADDRESS FOR PROCESS
THE CORPORATION
56-19 METROPOLITAN AVENUE
RIDGEWOOD, NY 11378

EXIST DATE
10/10/2003

REGISTERED AGENT

STOCK: 200 NPV



FILER
BLUMBERGEXCELSIOR CORPORATE
SERVICES, INC.
52 SOUTH PEARL STREET 2ND FLOOR
ALBANY, NY 12207

FEES	160.00	PAYMENTS	160.00
FILING	125.00	CASH	0.00
TAX	10.00	CHECK	0.00
CERT	0.00	CHARGE	0.00
COPIES	0.00	DRAWDOWN	160.00
HANDLING	25.00	BILLED	0.00
		REFUND	0.00

DOS-1025 (11/89)

CERTIFICATE OF INCORPORATION

OF

L & M BUS CORP.

Pursuant to Section 402 of the Business Corporation Law

I, the undersigned, a natural person of at least 18 years of age, for the purpose of forming a corporation under Section 402 of the Business Corporation Law of the State of New York hereby certify:

FIRST: The name of the corporation is:

L & M BUS CORP.

SECOND: The purpose of the corporation is to engage in any lawful act or activity for which, corporations may be organized under Article IV of the Business Corporation Law, except that it is not formed to engage in any act or activity requiring the consent or approval of any state official, department, board, agency or other body without such consent or approval first being obtained.

THIRD: The office of the corporation is to be located in the County of **QUEENS** , State of New York.

FOURTH: The aggregate number of shares, which the corporation shall have the authority to issue, is **TWO HUNDRED** , each of which shall be common stock with no par value.

FIFTH: The Secretary of State is designated as agent of the corporation upon whom process against it may be served. The post office address to which the Secretary of State shall mail a copy of any process against the corporation served upon him is:

C/O THE CORPORATION
56-19 METROPOLITAN AVENUE
RIDGEWOOD, NY 11378

SIXTH: No director of the corporation shall have personal liability to the corporation or to its shareholders for damages for any breach of duty in such capacity, provided, however, that the provision shall not eliminate or limit:

(a) the liability of any director of the corporation if a judgment or other final adjudication adverse to him establishes that his acts or omissions were in bad faith or involved intentional misconduct or a knowing violation of law or that he personally gained in fact a financial profit or other advantage to which he was not legally entitled or, with respect to any director of the corporation, that his acts violated Section 719 of the Business Corporation Law of the State of New York, or

(b) the liability of a director for any act or omission prior to the final adoption of this article.

IN WITNESS WHEREOF, the undersigned incorporator has executed this certificate of incorporation.

10/10/03

Sharon Babala

Sharon Babala, Incorporator
BlumbergExcelsior Corporate
Services, Inc.
52 South Pearl Street
Albany, New York 12207

Certificate of Incorporation

of

L & M BUS CORP.

Pursuant to Section 402 of the Business Corporation Law

BLU-39
DRAWDOWN

Filed By:
BlumbergExcelsior Corporate Services, Inc.
52 South Pearl Street, 2nd Floor
Albany, NY 12207

CERTIFICATE OF INCORPORATOR'S ACTION

OF

L & M BUS CORP.

The undersigned, being the sole incorporator of the Corporation, hereby consents, to, certifies and has taken the following action:

1. By-laws in the form annexed to this certificate are adopted as the by-laws of the Corporation.

2. The following persons, each of whom has previously indicated willingness to serve, are elected directors to the Corporation.

3. From this date the undersigned has fulfilled the duties as the incorporator of the corporation and relinquishes all further duties to perfect the organization of the corporation.

IN WITNESS WHEREOF, I have subscribed this certificate on October 10, 2003.

Sharon Babala

Sharon Babala
Incorporator

Investigation Disclosure

Any investigation, levy of a routine citation or fine against L&M, including its parent entities Total Transportation Corp and First Student and affiliates, is consistent with that of a similarly situated company. Examples would include routine investigations or citations such as speeding tickets, OSHA inspections or the like. Given the breadth of our family of companies' nationwide operations, it would be impossible to expect that on occasion an investigation, fine or citation would not be levied against First Student or its affiliates. We are not aware of any investigation that would materially impact L&M's ability to perform services. The following are explanations regarding several investigations that have occurred in the past 5 years:

The Washington Utilities and Transportation Commission (UTC) is a regulatory agency that oversees and authorizes First Student's charter transportation services across the state of Washington. The UTC conducts periodic reviews and inspections of all charter transportation companies, including First Student, to ensure regulatory compliance. First Student has a long history of working cooperatively with the UTC to address any issues the commission identifies during these routine audits. In November 2021, the UTC conducted a review of First Student, and its report noted a number of regulatory violations. While most of the issues the UTC cited were administrative or records-keeping issues, our first priority at First Student was to address each of the issues promptly and fully ad to the UTC's satisfaction. As for remedial measures, First Student was able to correct most of the issues immediately, and with the UTC's acceptance of our work and a court approved settlement, were allowed to maintain our satisfactory rating, the highest rating possible.

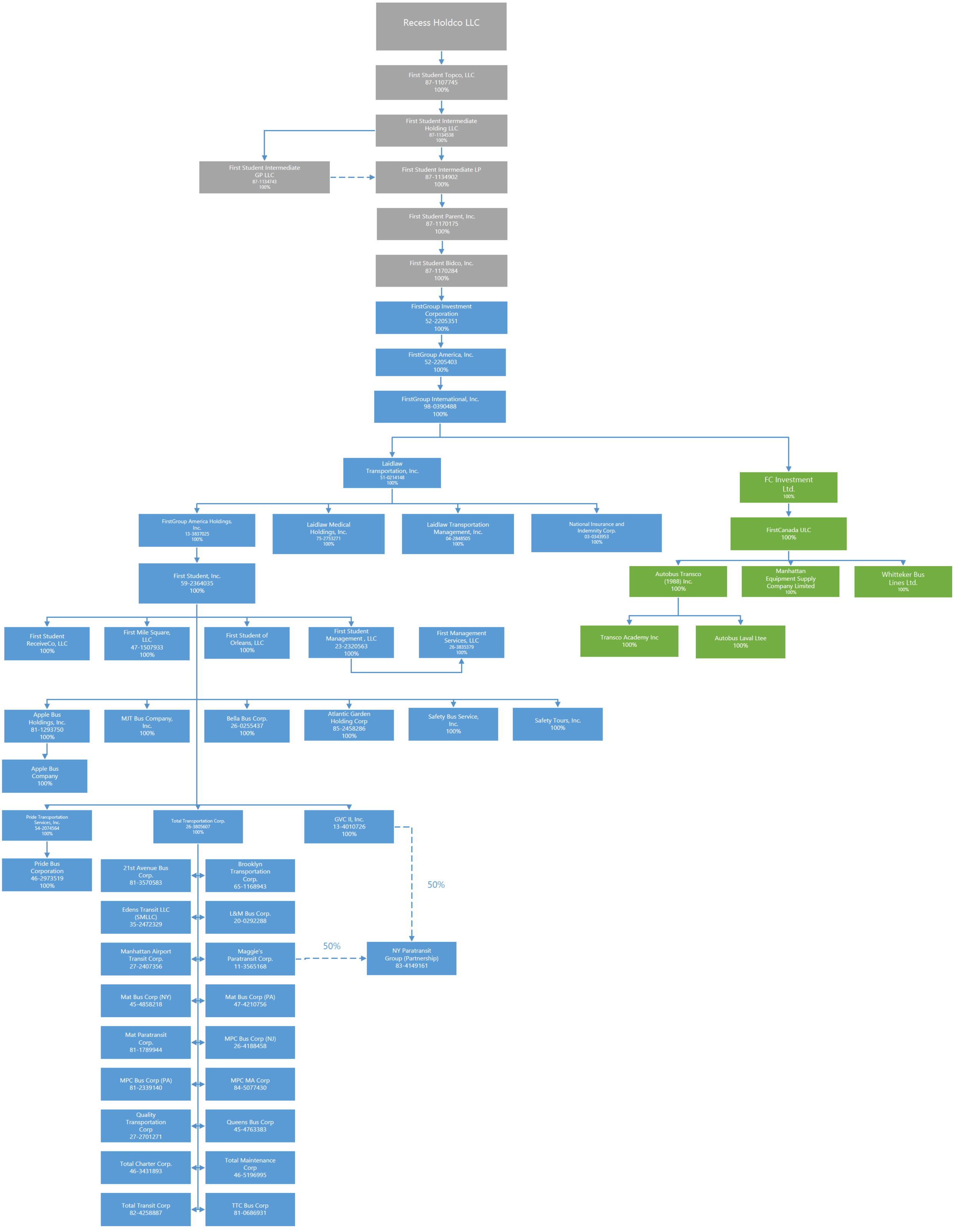
In 2020, the New York State Department of Human Rights (NYSDHR) filed a complaint against First Student alleging unlawful discriminatory practices relating to public accommodation and education arising from a bullying incident between students that occurred in 2019 on a First Student school bus. After investigation, the NYSDHR referred the matter to a September 2023 public hearing on the merits for October 2023. Prior to the hearing, the parties reached a stipulation of settlement encompassing monetary and non-monetary terms (e.g., revised school district policies, postings, training) and a 3-year compliance period. This stipulation of settlement has not impacted the contract with the school district.

On April 1, 2024, the United States Attorneys' Offices for the Northern District of New York (USAO), located in Albany, New York, issues to First Student a Civil Investigative Demand (CID) in connection with an investigation as to whether First Student had submitted or

caused to be submitted false claims to the United States in connection with federally funded grants and/or contracts relating to its compliance with driver/monitor/attendant training and hiring criteria/eligibility requirements. On June 5, 2024, First Student submitted its response to the USAO, detailing its hiring and training protocols and procedures, to include specifics surrounding its background check process and suite of training programs. At this time, First Student has received no further communications from the USAO with respect to the CID. The OSC has attended a meeting regarding this matter, but First Student is not otherwise aware of its involvement.

In 2018, the Office of Attorney General for the State of New York began an investigation into First Student's subsidiary (acquired by First Student 2022), Total Transportation, with allegedly engaged in excessive idling. In July 2024, the parties reached an Assurance of Discontinuance Agreement pursuant to which Total has agreed to engage in remedial measures including additional training and equipment to prevent future idling violations, Total is engaged in implementing those remedial measures.

Effective March 6, 2024, First Student and the United States Environmental Protection Agency, Region 1 (EPA) entered into a Consent Agreement and Final Order (CAFO) with respect to allegations that idling of motor vehicles in excess of three minutes had occurred at two (2) First Student locations in Connecticut. Pursuant to the CAFO, First Student agreed to (1) provide anti-idling training to its employees who operate school buses; (2) post "no excessive idling" signs at its facilities; (3) provide anti-idling coaching at its Connecticut locations; and (4) pay a monetary penalty to the EPA. First Student is engaged in implementing those remedial measures.


Recess Holdco LLC
First Student Topco, LLC
87-1107745
100%
First Student Intermediate Holding LLC
87-1134538
100%
First Student Intermediate GP LLC
87-1134743
100%
First Student Intermediate LP
87-1134902
100%
First Student Parent, Inc.
87-1170175
100%
First Student Bidco, Inc.
87-1170284
100%
FirstGroup Investment Corporation
52-2205351
100%
FirstGroup America, Inc.
52-2205403
100%
FirstGroup International, Inc.
98-0390488
100%
Laidlaw Transportation, Inc.
51-0214148
100%
FC Investment Ltd.
100%
FirstGroup America Holdings, Inc.
13-3837025
100%
Laidlaw Medical Holdings, Inc.
75-2753271
100%
Laidlaw Transportation Management, Inc.
04-2848505
100%
National Insurance and Indemnity Corp.
03-0343953
100%
FirstCanada ULC
100%
First Student, Inc.
59-2364035
100%
Autobus Transco (1988) Inc.
100%
Manhattan Equipment Supply Company Limited
100%
Whitteker Bus Lines Ltd.
100%
First Student ReceiveCo, LLC
100%
First Mile Square, LLC
47-1507933
100%
First Student of Orleans, LLC
100%
First Student Management , LLC
23-2320563
100%
First Management Services, LLC
26-3835379
100%
Transco Academy Inc
100%
Autobus Laval Ltee
100%
Apple Bus Holdings, Inc.
81-1293750
100%
MJT Bus Company, Inc.
100%
Bella Bus Corp.
26-0255437
100%
Atlantic Garden Holding Corp
85-2458286
100%
Safety Bus Service, Inc.
100%
Safety Tours, Inc.
100%
Apple Bus Company
100%
Pride Transportation Services, Inc.
54-2074564
100%
Pride Bus Corporation
46-2973519
100%
Total Transportation Corp.
26-3805607
100%
GVC II, Inc.
13-4010726
100%
50%
21st Avenue Bus Corp.
81-3570583
Brooklyn Transportation Corp.
65-1168943
Edens Transit LLC (SMLLC)
35-2472329
L&M Bus Corp.
20-0292288
Manhattan Airport Transit Corp.
27-2407356
Maggie's Paratransit Corp.
11-3565168
50%
NY Paratransit Group (Partnership)
83-4149161
Mat Bus Corp (NY)
45-4858218
Mat Bus Corp (PA)
47-4210756
Mat Paratransit Corp.
81-1789944
MPC Bus Corp (NJ)
26-4188458
MPC Bus Corp (PA)
81-2339140
MPC MA Corp
84-5077430
Quality Transportation Corp
27-2701271
Queens Bus Corp
45-4763383
Total Charter Corp.
46-3431893
Total Maintenance Corp
46-5196995
Total Transit Corp
82-4258887
TTC Bus Corp
81-0686931

Here are the companies owned or managed by Total Transportation Corp.:

- L&M Bus Corp
- MAT Bus Corp (PA)
- MAT Bus Corp (NY)
- Quality Transportation Corp.
- Brooklyn Transportation Corp.
- Maggies Paratransit Corp.
- Total Transit Corp.
- MPC Bus Corp (NJ)
- MPC Bus Corp (PA)

320 Nassau Blvd., Garden City, NY 11530 (O) 718-647-2988 (F) 516-620-3122

Please note that L&M Bus Corp.is a subsidiary of First Student Inc.

First Student submits the attached financials with the understanding that the district will not use the financials for any purpose except in connection with First Student's response to the RFP and with the understanding that to the extent First Student compiled the financials in coordination with third party accounting firms, any reliance on the financials will be solely the responsibility of First Student.

If a public records request is made for First Student's proposal, including any information designated confidential, please alert us prior to release so that we may have the opportunity to redact and/or seek a protective order under applicable law.

CONFIDENTIAL AND PROPRIETARY

THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE NYS FREEDOM OF INFORMATION LAW

Please note that L&M Bus Corp.is a subsidiary of First Student Inc.

Recess Holdco LLC

CONSOLIDATED FINANCIAL STATEMENTS

For the fiscal years ended June 30, 2024, and June 24, 2023

Confidential and Proprietary

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Recess Holdco LLC

CONSOLIDATED FINANCIAL STATEMENTS

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RSM

RSM US LLP

Independent Auditor's Report

Recess Holdco LLC

Opinion

We have audited the consolidated financial statements of Recess Holdco LLC and its subsidiaries (the Company), which comprise the consolidated balance sheets as of June 30, 2024 and 2023, the related consolidated statements of operations, comprehensive income (loss), changes in member's capital and cash flows for the fiscal years then ended, and the related notes to the consolidated financial statements (collectively, the financial statements).

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of Recess Holdco LLC and its subsidiaries as of June 30, 2024 and June 24, 2023, and the results of their operations and their cash flows for the fiscal years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Emphasis of Matter

As discussed in Note 2 to the financial statements, the financial statements as of and for the year ended June 24, 2023, have been restated for the correction of an error. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern within one year after the date that the financial statements are issued or available to be issued.

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Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

RSM US LLP

Cincinnati, Ohio
October 3, 2024

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Please note that L&M Bus Corp.is a subsidiary of First Student Inc.

Recess Holdco LLC

Consolidated Statements of Operations

(Dollars in Millions)

	Fiscal year ended June 30, 2024	Fiscal year ended June 24, 2023 (As Restated)
Service revenues	$ 3,732.8	$ 3,264.3
Costs and expenses:		
Cost of services, excluding depreciation and amortization	(2,608.3)	(2,336.1)
Selling, general and administrative expenses	(582.9)	(569.6)
Depreciation and amortization	(432.4)	(415.9)
Income (loss) from operations	109.2	(57.3)
Other (expenses) income:		
Interest income	31.4	15.9
Interest expense	(269.1)	(230.3)
(Loss) gain on debt extinguishment	(3.0)	21.5
Other expenses	(1.5)	(2.0)
Loss from continuing operations before income tax benefit	(133.0)	(252.2)
Income tax benefit	42.8	86.3
Net loss from continuing operations	(90.2)	(165.9)
Net loss from discontinued operations	(7.8)	(10.6)
Net loss	$ **(98.0)**	$ **(176.5)**

The accompanying notes form an integral part of the Consolidated Statements of Operations.

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Recess Holdco LLC

Consolidated Statements of Comprehensive Income (Loss)

(Dollars in Millions)

	Fiscal year ended June 30, 2024	Fiscal year ended June 24, 2023 (As Restated)
Net loss	$ **(98.0)**	$ **(176.5)**
Other comprehensive (loss) income, net of tax		
(Loss) gain arising on cash flow hedges	(29.6)	29.6
Deferred tax on derivative hedging instrument movements	7.4	(8.2)
Actuarial gain on defined benefit pension schemes	0.6	2.5
Deferred tax on actuarial gain on defined benefit pension Schemes	(0.4)	(0.6)
Exchange differences on translation of foreign operations	(15.8)	(7.2)
Reclassification of foreign currency translation on discontinued operations	-	8.2
Total other comprehensive (loss) income, net of tax	**(37.8)**	**24.3**
Total comprehensive loss for the period	$ **(135.8)**	$ **(152.2)**

The accompanying notes form an integral part of the Consolidated Statements of Comprehensive Income (Loss).

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Recess Holdco LLC

Consolidated Balance Sheets

(Dollars in Millions)

	As of June 30, 2024	As of June 24, 2023 (As Restated)
Assets		
Current assets:		
Cash	$ 74.5	$ 208.5
Restricted cash-current	42.6	-
Trade and other receivables, net	584.6	579.0
Prepaid expenses	67.6	79.7
Inventories, net	21.5	19.8
Other current assets	84.5	77.6
Total current assets	875.3	964.6
Restricted cash	480.4	656.8
Property, plant and equipment, net	1,725.5	1,781.3
Right of use assets, net	415.7	363.3
Intangible assets, net	1,379.6	1,461.9
Goodwill	1,515.5	1,507.9
Other assets	80.3	119.7
Total assets	$ **6,472.3**	$ **6,855.5**
Liabilities and member's capital		
Current liabilities:		
Trade and other payables	$ 191.4	$ 203.2
Accrued liabilities	151.5	290.3
Current portion of lease liabilities	108.5	96.1
Current portion of loans and other borrowings	51.3	118.6
Current portion of self-insurance liabilities	170.4	158.6
Other current liabilities	36.4	20.5
Total current liabilities	709.5	887.3
Lease liabilities	345.2	285.2
Loans and other borrowings, net	3,276.0	3,303.7
Retirement benefit liabilities	-	19.8
Deferred tax liabilities	338.2	424.7
Self-insurance liabilities	330.1	311.5
Other liabilities	50.5	63.0
Total liabilities	5,049.5	5,295.2
Commitments and contingent liabilities (see Note 18)		
Member's capital:		
Member's capital	1,674.3	1,670.8
Accumulated deficit	(295.1)	(191.9)
Accumulated other comprehensive income	43.6	81.4
Total member's capital	1,422.8	1,560.3
Total liabilities and member's capital	$ **6,472.3**	$ **6,855.5**

The accompanying notes form an integral part of the Consolidated Balance Sheets.

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Recess Holdco LLC

Consolidated Statements of Changes in Member's Capital

(Dollars in Millions)

	Member's capital	(Accumulated deficit) retained earnings	Accumulated other comprehensive income	Total member's capital
Balance as of June 25, 2022	**$ 1,312.5**	**$ 6.2**	**$ 57.1**	**$ 1,375.8**
Member's contribution	351.0	-	-	351.0
Distribution to members	-	(21.6)	-	(21.6)
Share-based compensation	7.3	-	-	7.3
Net loss for the period (As Restated)	-	(176.5)	-	(176.5)
Other comprehensive income for the period	-	-	24.3	24.3
Balance as of June 24, 2023(As Restated).	**$ 1,670.8**	**$ (191.9)**	**$ 81.4**	**$ 1,560.3**
Distribution to members	-	(5.2)	-	(5.2)
Share-based compensation	3.5	-	-	3.5
Net loss for the period	-	(98.0)	-	(98.0)
Other comprehensive loss for the period	-	-	(37.8)	(37.8)
Balance as of June 30, 2024	**$ 1,674.3**	**$ (295.1)**	**$ 43.6**	**$ 1,422.8**

The accompanying notes form an integral part of the Consolidated Statements of Changes in Member's Capital

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Recess Holdco LLC

Consolidated Statements of Cash Flows

(Dollars in Millions)

	Fiscal year ended June 30, 2024	Fiscal year ended June 24, 2023 (AS Restated)
Operating activities		
Net loss from continuing operations	$ (90.2)	$ (165.9)
Adjustments to reconcile net loss to net cash provided by operating activities:		
Loss (gain) on disposal of property, plant and equipment	3.2	(5.5)
Depreciation including amortization of finance lease right-of-use assets	325.7	318.5
Amortization of intangible assets	106.7	97.4
Deferred income taxes	(77.3)	(44.0)
Loss (gain) on extinguishment of debt	3.0	(21.5)
Gain on investments	(3.5)	(2.4)
Share-based compensation expense	3.5	3.9
Non-cash contingent consideration	(10.6)	(21.0)
Non-cash interest expense	32.9	26.4
Non-cash interest income on interest rate caps	(72.0)	(39.1)
Non-cash operating lease expense	98.3	71.0
Provision for bad debt expense	1.1	0.8
Defined benefit pension payments in excess of income statement charge	1.1	1.3
Contribution to defined benefit plan	(22.2)	-
Foreign currency transactions	1.2	3.5
Net (gain) loss on fuel swaps	(13.5)	17.3
Cash settlement on derivatives	74.1	36.7
Changes in operating assets and liabilities, net of effects of businesses acquired:		
Increase in inventories	(1.9)	(2.8)
Increase in trade and other receivables	(6.7)	(88.8)
Decrease (increase) in prepaid expenses	12.6	(16.5)
Increase in other assets	(0.8)	-
Decrease in income tax receivable	2.5	5.5
(Decrease) increase in trade and other payables	(49.1)	57.1
Increase in deferred revenue	4.4	2.0
(Decrease) increase in accrued liabilities	(58.4)	44.0
Increase in income tax payables	21.3	1.8
Decrease in operating lease liabilities	(80.9)	(60.7)
Increase in self-insurance liabilities	19.3	42.7
Increase (decrease) in other liabilities	1.5	(4.7)
Net cash provided by operating activities – continuing operations	225.3	257.0
Net cash used in operating activities – discontinued operations	(21.8)	(100.2)
Net cash provided by operating activities – total operations	203.5	156.8
Investing activities		
Proceeds from disposal of property, plant and equipment	8.5	12.2
Purchase of property, plant and equipment	(292.8)	(326.1)
Proceeds from grant for electric vehicles	52.2	-
Acquisition of other businesses, net of cash acquired	(36.7)	(743.0)
Proceeds from sale of discontinued operations	-	443.7
Proceeds from sale of investments	13.7	12.4
Net cash used in investing activities – continuing operations	(255.1)	(600.8)
Net cash used in investing activities – discontinued operations	-	(12.3)
Net cash used in investing activities – total operations	(255.1)	(613.1)

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Financing activities				
Proceeds from bank borrowings		169.2		934.0
Repayment of bank borrowings		(373.9)		(449.0)
Payment of debt issuance costs		-		(46.7)
Proceeds from working capital facility		457.0		328.0
Repayment of working capital facility		(475.0)		(250.0)
Repayment of finance leases		(24.7)		(28.3)
Proceeds from secured vehicle borrowing		124.1		162.9
Repayment of secured vehicle borrowing		(21.4)		(7.6)
Distribution to member		(5.2)		(21.6)
Net transfers from parent discontinued operations		-		(54.5)
Net cash (used in) provided by financing activities – continuing operations		(149.9)		567.2
Net cash (used in) provided by financing activities – discontinued operations		(66.0)		54.3
Net cash (used in) provided by financing activities – total operations		(215.9)		621.5
Net (decrease) increase in cash and restricted cash		(267.5)		165.2
Cash and restricted cash at beginning of period		865.3		700.0
Foreign exchange movements		(0.3)		0.1
Cash and restricted cash at end of the period	**$**	**597.5**	**$**	**865.3**
Supplemental disclosure of cash flow information:				
Non-cash property, plant and equipment additions	$	(36.3)	$	(12.9)
Non-cash member's contribution		-		351.0
Cash paid for interest		(269.6)		(177.4)
Cash received from interest		33.0		1.4
Cash paid for income taxes		(10.3)		(1.6)
Reconciliation of cash and restricted cash reported in the balance sheets:				
Cash	$	74.5	$	208.5
Restricted cash		523.0		656.8
Total cash and restricted cash	**$**	**597.5**	**$**	**865.3**

The accompanying notes form an integral part of the Consolidated Statements of Cash Flows.

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Recess Holdco LLC

Notes to the Consolidated Financial Statements
(Dollars in Millions)

1. General information

Recess Holdco Inc., a Delaware corporation subsequently renamed to First Student Bidco Inc., is a wholly owned subsidiary of Recess Holdco LLC ("Recess" or the "Company" or "our" or "we"), a Delaware limited liability corporation. On April 22, 2021, Recess Holdco Inc. entered into a stock purchase agreement with FirstGroup plc, a company incorporated and publicly listed in the United Kingdom under the Companies Act 2006, pursuant to which Recess Holdco Inc. acquired all of the outstanding equity interests in FirstGroup Investment Corporation ("FGIC") and First Transit, Inc., both Delaware corporations and wholly owned subsidiaries of FirstGroup plc (Predecessor Parent Group), on July 21, 2021 (the "Acquisition by EQT"). Recess was incorporated on May 18, 2021 and had no significant activity prior to the Acquisition by EQT. Recess had two divisions, First Student and First Transit, prior to the sale of First Transit discussed below.

The ultimate controlling party of the Company is EQT Partners (together with its controlled subsidiaries, the "Recess Parent Group" or "Company Parent Group").

Business

Recess is the largest provider of K-12 student transportation in North America. The First Student division operates fleets comprising approximately 46,000 owned or operated yellow school buses across 43 states within the United States ("U.S.") states and eight Canadian provinces.

On March 6, 2023, the Company completed the sale of First Transit to Transdev North America for a net purchase price of $461.2 million in cash (the "FT Sale"). As a result of the FT Sale and in accordance with the accounting principles generally accepted in the United States of America ("U.S. GAAP"), the First Transit division is reported as discontinued operations, and the Company's financial statements for prior periods have been conformed to present the First Transit division as a discontinued operation. Recess reports the financial results of discontinued operations separately from continuing operations to distinguish the financial impact of disposal transactions from ongoing operations. See Note 3- Discontinued operations for further information.

Unless otherwise noted, discussion in these notes refers to Recess continuing operations, comprised of the First Student and corporate divisions.

2. Statement of accounting policies

Basis of Preparation

The accompanying Consolidated Financial Statements of the Company has been prepared in conformity with U.S. GAAP.

The Consolidated Financial Statements consist of the Consolidated Balance Sheets as of June 30, 2024, and June 24, 2023, along with the related Consolidated Statements of Operations, Consolidated Statements of Comprehensive

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Income (Loss), Consolidated Statements of Changes in Member's Capital, and Consolidated Statements of Cash Flows for the fiscal years ended June 30, 2024, and June 24, 2023.

The financial information as of and for the year ended June 24, 2023, are referred to as "June 2023", in the notes to the Consolidated Financial Statements when such information is used as comparative to the period as of and for the fiscal year ended June 30, 2024.

The Company's Board of Directors approved the change in the fiscal year from a 52-53 week fiscal year to the last calendar day of the month effective July 1, 2024. Following the change, the Company's fiscal year will end on June 30 in any given year. This change is not deemed a change in fiscal year for reporting purpose and hence a transition report is not presented. There are 53 weeks in fiscal year ended June 30, 2024 and 52 weeks in fiscal year ended June 24, 2023.

The Consolidated Financial Statements is presented in United States Dollars ("USD") with all values in millions and rounded to one decimal place except where otherwise indicated.

Restatement

In conjunction with the FT Sale, National Insurance and Indemnity Corporation ("NIIC"), a subsidiary and captive insurance company of the Company that insured both First Student and First Transit, commuted $212.6 million of self-insurance liabilities to First Transit. NIIC had recorded a $51.7 million deferred tax asset due to the timing difference of book expense versus tax expense related to the First Transit self-insurance liabilities.

As part of the return to provision exercise and preparation of NIIC's tax reconciliations associated with the NIIC financial statements for the year ended December 31, 2023, management identified that a $51.7 million deferred tax asset related to the First Transit's self-insurance liabilities had not been correctly derecognized with the FT Sale. Further, this $51.7 million of deferred tax asset should have been derecognized when determining the gain or loss on sale of discontinued operations in the fiscal year ended June 24, 2023.

As the $51.7 million deferred tax asset was strictly related to the discontinued operations, it had no impact on the results of continuing operations and income tax benefit. The Company evaluated the materiality of these errors both qualitatively and quantitatively in accordance with Staff Accounting Bulletin ("SAB") No. 99, *Materiality* and SAB No. 108, *Considering the Effects of Prior Year Misstatements in Current Year Financial Statements*, and determined the effect of these corrections were material to the consolidated financial statements as of and for the year ended June 24, 2023. As a result, the Company restated its consolidated financial statements as of and for the year ended June 24, 2023 ("Restated 2023 Consolidated Financial Statements") in the Consolidated Financial Statements.

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A reconciliation from the amounts previously reported to the restated amounts in the Restated 2023 Consolidated Financial Statements is provided for the impacted financial statement line items ("FSLI") below for: (i) the Consolidated Balance Sheet as of June 24, 2023; (ii) the Consolidated Statement of Operations for the year ended June 24, 2023;(iii) the Consolidated Statement of Comprehensive Income (Loss) for the year ended June 24, 2023; (iv) the Consolidated Statement of Changes in Member's Capital for the year ended June 24, 2023; and(v) the Consolidated Statement of Cash Flows for the year ended June 24, 2023. The amounts labeled "Restatement Adjustment" represent the effects of the restatement:

(i) Impacted FSLIs for the Consolidated Balance Sheet

	As of June 24, 2023		
	As Previously Reported	**Restatement Adjustment**	**As Restated**
Deferred tax liabilities	$ 373.0	$ 51.7	$ 424.7
Total liabilities	**$ 5,237.4**	**$ 51.7**	**$ 5,289.1**
Accumulated deficit	$ (140.2)	$ (51.7)	$ (191.9)
Total member's capital	**$ 1,612.0**	**$ (51.7)**	**$ 1,560.3**

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(ii) Impacted FSLIs for the Consolidated Statement of Operations

	Fiscal Year Ended June 24, 2023		
	As Previously Reported	Restatement Adjustment	As Restated
Net gain (loss) from discontinued operations	$ 41.1	$ (51.7)	$ (10.6)
Net loss	**$ (124.8)**	**$ (51.7)**	**$ (176.5)**

(iii) Impacted FSLIs for the Consolidated Statement of Comprehensive Income (Loss)

	Fiscal Year Ended June 24, 2023		
	As Previously Reported	Restatement Adjustment	As Restated
Net loss	**$ (124.8)**	**$ (51.7)**	**$ (176.5)**
Total comprehensive loss for the period	**$ (100.5)**	**$ (51.7)**	**$ (152.2)**

(iii) Impacted FSLIs for the consolidated statement of change in member's capital

	Fiscal Year Ended June 24, 2023		
	As Previously Reported	Restatement Adjustment	As Restated
Net loss for the period	$ (124.8)	$ (51.7)	$ (176.5)
Accumulated deficit	$ (140.2)	$ (51.7)	$ (191.9)
Balance as of June 24, 2023	**$ (140.2)**	**$ (51.7)**	**$ (191.9)**

(iv) Impacted FSLIs for the consolidated statement of cash flows

	Fiscal Year Ended June 24, 2023		
	As Previously Reported	Restatement Adjustment	As Restated
Operating activities			
Adjustments to reconcile net loss to net cash provided by operating activities:			
Deferred income taxes	$ (95.7)	$ 51.7	$ (44.0)
Net cash provided by operating activities – continuing operations	**$ 205.3**	**$ 51.7**	**$ 257.0**
Net cash used in operating activities – discontinued operations	**$ (48.5)**	**$ (51.7)**	**$ (100.2)**

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The remainder of the notes to the Company's consolidated financial statements as of and for the year ended June 24, 2023, have been updated and restated, as applicable, to reflect the impact of the Restatement Adjustment described above. See Note 3 – Discontinued operations and Note 6 – Income tax for further information.

Reclassifications

When necessary, certain prior period balances have been reclassified to conform to the current period presentation and are not material to our consolidated financial statements and the accompanying notes.

Basis of Consolidation

The Consolidated Financial Statements includes the accounts and operations of Recess, inclusive of its wholly owned subsidiaries, in accordance with U.S. GAAP. All intercompany assets and liabilities, equity, income, expense, and cash flows relating to transactions between Recess and its subsidiaries are eliminated in consolidation.

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Significant Accounting Policies

The accounting policies applied and disclosed below are consistent for all periods presented, unless otherwise stated, and there has been no significant impact to those accounting policies as a result of new standards adopted as of and for the fiscal years ended June 30, 2024, and June 24, 2023. These Consolidated Financial Statements apply consistently the accounting policies, and the material estimates and judgments made unless otherwise stated.

Use of Estimates

The preparation of financial statements, in conformity with U.S. GAAP, requires management to make estimates, judgments and assumptions during the preparation of the Consolidated Financial Statements that affect the amounts reported in the Consolidated Financial Statements and the accompanying notes.

Significant items subject to such estimates, judgements and assumptions include, but are not limited to, self-insurance, defined benefit pension plans, determining the incremental borrowing rate used to measure lease liabilities, uncertain tax positions, derivatives, contingent consideration, the roll-over equity issued by Recess Topco Partnership LP ("Topco"), a member of the Recess Parent Group and indirect owner of Recess, and impairment of goodwill and indefinite lived intangible assets. These estimates are based on management's knowledge about current events and expectations about actions it may undertake in the future. Actual results could differ materially from those estimates.

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Discontinued Operations

The disposal of a business component or a group of components is reported as discontinued operations if the disposal represents a strategic shift that has or will have a major impact on the Company's results of operation and financial results. The results of discontinued operations are aggregated and presented separately in the Company's Consolidated Financial Statements.

Business Combinations

The acquisition of subsidiaries is accounted for using the acquisition method. The fair value of the consideration issued is allocated to the assets acquired and liabilities assumed. Acquisition-related costs are recognized in the Consolidated Statements of Operations as incurred.

When the Company acquires a business, the total purchase consideration provided is allocated to the identifiable assets and liabilities of the acquired business at their estimated fair values. Any excess consideration of the fair value of purchase consideration over the fair values of assets acquired and liabilities assumed is recognized as goodwill. Significant management judgments and assumptions are required in determining the fair value of assets acquired and liabilities assumed. Significant estimates in valuing certain intangible assets include, but are not limited to, future expected cash flows, useful lives and discount rates. Measurement period adjustments to fair value are reflected at the time identified, up through the conclusion of the measurement period, which is the time at which all information for determination of the fair values of assets acquired and liabilities assumed is received and is not to exceed one year from the acquisition date. The Company may record adjustments to the fair value of these tangible and intangible assets acquired and liabilities assumed, with the corresponding offset to goodwill.

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Segment Information

On March 6, 2023, the Company completed the FT sale and, as a result, now operates a single reportable segment, First Student, within continuing operations. Accordingly, the Chief Operating Decision Maker ("CODM") allocates resources and assesses performance on a consolidated basis. The Company's identified CODM is the Chief Executive Officer.

Prior to FT Sale, the Company had two reportable segments, First Transit and First Student. As First Transit is presented as discontinued operations in the Consolidated Financial Statements, the disclosure requirements of ASC 280, *Segment Reporting*, do not apply.

Goodwill and Other Intangible Assets

Goodwill

Goodwill is calculated as the excess of the purchase consideration paid in the acquisition of a business over the fair value of the identifiable assets acquired and liabilities assumed.

Goodwill is reviewed annually at the fiscal year-end for impairment, at the reporting unit level, or when there is evidence that events or changes in circumstances indicate that the Company's carrying amount may not be recovered. A reporting unit is an operating segment or a component of an operating segment. The Company assesses the value of goodwill under either a qualitative or quantitative approach.

Under a qualitative approach, the Company considers various market factors, including applicable key assumptions. These factors are analyzed to determine if events and circumstances could reasonably have affected the fair value of goodwill. If the Company determines that it is more likely than not that reporting unit goodwill is impaired, the quantitative approach is used to assess the reporting unit fair value and the amount of the impairment. Under a quantitative approach, the estimated fair value of the reporting unit is based on a projected discounted cash flow model that includes significant assumptions and estimates, including discount rate, growth rate, and future financial performance. Valuations of similar companies that are public may also be evaluated when assessing the fair value of the reporting unit. If the carrying value of the reporting unit exceeds the fair value, then an impairment loss is recognized for the difference.

Subsequent to the FT Sale, the Company manages its business as one operating segment. The reporting unit, which corresponds to the operating segment, is used for the purpose of impairment testing. This single reporting unit represents the consolidated business.

Other Intangible Assets

The Company recognizes an acquired intangible asset apart from goodwill whenever the intangible asset arises from contractual or other legal rights, or when it can be separated or divided from the acquired entity and sold, transferred, licensed, rented or exchanged, either individually or in combination with a related contract, asset or liability. Such intangible assets are carried at cost less accumulated amortization, computed using the straight-line method over the estimated useful life, less any impairment loss. Impairment losses are recognized if the carrying amount of an intangible asset subject to amortization is not recoverable from expected future cash flows, and its carrying amount exceeds its fair value.

Computer software is recognized separately as an intangible asset and is carried at cost less accumulated amortization and accumulated impairment losses. The Company capitalizes certain external costs related to the acquisition and development of internal use software during the application development and implementation stages of the project. Costs incurred during the preliminary project, or the post implementation or operation stages of the projects are expensed as incurred. The Company evaluates internal use software for impairment on an annual basis,

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and if it is determined the value of asset was not recoverable or it qualifies of impairment, a charge will be recorded to write down the software to the lower of its carrying value or fair value.

The Company has finite-lived trademarks that arose from the acquisition of Total Transportation Corp ("TTC", see Note 4- Acquisitions).

The existing finite-lived intangible assets do not have a residual value and are amortized on a straight-line basis over their economic useful lives as follows:

- Customer contracts – over the estimated life of the contract (7 to 24 years)
- Software – over the estimated life of the software (3 to 10 years)
- Trademark – over the estimated life of the trademark (20 years)

Additionally, the Company has an indefinite-lived trademark that arose as a result of the Acquisition by EQT. The Company evaluates indefinite-lived intangible assets annually, or when evidence of potential impairment exists. The Company evaluates several qualitative indicators and assumptions, and trends that influence the valuation of the assets to determine if any evidence of potential impairment exists.

Service Revenue Recognition

The Company recognizes service revenue in accordance with ASC 606, *Revenue from Contracts with Customers.* Service revenue is recognized when control of a good or service transfers to the customer. The point at which goods and services are transferred to the customer is based on the fulfilment of performance obligations.

The Company determines revenue recognition through the following steps:

- identification of a contract with a customer;
- identification of the performance obligation(s) in the contract;
- determination of the transaction price;
- allocation of the transaction price to the performance obligation(s) in the contract; and
- recognition of revenue when or as the performance obligation(s) are satisfied.

As the Company has the right to consideration corresponding directly with the value of performance completed to date, customer service revenue is recognized consistent with the amount that the Company has the right to invoice. The Company has therefore adopted the practical expedient not to disclose transaction prices allocated to unsatisfied performance obligations at the end of each reporting period, respectively.

Service revenue principally comprises revenue from road passenger transport, and certain management and maintenance services in North America. Where appropriate, amounts are shown net of customer rebates and sales taxes. If a contract is separated into more than one performance obligation, the Company allocates the total transaction price to each performance obligation based on the estimated relative standalone selling prices of the promised goods or services underlying each performance obligation.

An explanation of the types of service revenue is set out below with the corresponding timing of satisfaction of performance obligations:

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Contract Revenues

Contract revenues mainly relate to revenue from home to school contracts. Contract revenues are recognized as the services are provided over the length of the contract and based on a transactional price which is defined in the terms of the contract.

Charter/Private Hire

Charter and private hire predominantly relate to charter work for school districts with extracurricular activities and third parties with general transportation needs. Revenue is recognized over the period in which the charter/private hire is provided to the customer.

Other

Other revenue mainly relates to paratransit revenues from the TTC acquisition, rental revenues for bus rentals to clients, and certain management and maintenance services. Such revenue is recognized over time as services are provided.

Payment Terms

Under the typical payment terms of the Company customer contracts, there is no significant financing component as customers pay in periodic intervals that are less than one year.

Interest Income

Interest income on restricted loss escrow funds with third party administrators, is recognized on an accrual basis.

Leases

The Company's lease arrangements primarily relate to passenger carrying vehicles ("PCVs") and real estate where the Company is the lessee. At the inception of a contract, the Company determines whether an arrangement is or contains a lease and classify it as either an operating or finance lease. The lease is classified as a finance lease if one of the following criteria are met: 1) the lease transfers ownership of the asset by the end of the lease term, 2) the lease contains an option to purchase the asset that is reasonably certain to be exercised, or 3) the lease term is for a major part of the remaining useful life of the asset or the present value of the lease payments equals or exceeds substantially all of the fair value of the asset. A lease is classified as an operating lease if it does not meet any of these criteria.

The Company's leases generally have initial terms ranging from 3 to 10 years and may include options to purchase, extend or terminate the lease, which are recognized when the Company is reasonably certain to exercise that option. The Company does not combine lease and non-lease components. The non-lease components are separately expensed as incurred.

The Company recognizes right-of-use ("ROU") asset and lease liability for their finance and operating leases. The lease liability is recognized at the commencement date based on the present value of future minimum lease payments over the lease term, using the interest rate implicit in the lease or, if that rate cannot be readily determined, an incremental borrowing rate for the same term as the underlying lease. The incremental borrowing rate is determined by taking the risk-free rate and adjusting it for the Company's credit rating.

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The ROU asset is measured based on the corresponding lease liabilities, adjusted for any initial direct costs and prepaid lease payments made to the lessor before or at the commencement date (net of lease incentives). All ROU assets are reviewed for impairment.

Finance lease ROU assets are depreciated over the shorter of the lease term and the useful life of the underlying asset. If a lease transfers ownership of the underlying asset or the cost of the right-of-use asset reflects that the Company expects to exercise a purchase option, the related right-of-use asset is depreciated over the useful life of the underlying asset.

Lease expense for operating leases is recognized on a straight-line basis over the lease term. Variable lease payments are not included in the calculation of the ROU asset and the related lease liability and are recognized as this lease expense is incurred. Lease expense for finance leases consists of the depreciation of the ROU asset on a straight-line basis over the lease term and interest expense determined on an amortized cost basis. The lease payments are allocated between a reduction of the lease liability and interest expense.

The Company has elected the short-term lease measurement and recognition exemption and do not recognize ROU assets or lease liabilities for operating leases with terms of 12 months or less. Lease costs for short-term leases are recognized on a straight-line basis over the lease term. The Company's leases do not contain significantly restrictive covenants or residual value guarantees.

See Note 14 - Leases for further information.

Foreign Currency Translation

Foreign currency translation adjustments are recognized in other comprehensive income (loss) in the Consolidated Statements of Comprehensive Income (Loss) for changes between the foreign subsidiaries' functional currency and the U.S. dollar. Foreign currency translation gains and losses are included in the accumulated other comprehensive income, net of taxes in the Consolidated Balance Sheets until such time that the subsidiaries are either sold or substantially liquidated.

Retirement Benefit Costs

The Company operates or participates in a number of pension plans, which include both defined contribution plans and defined benefit plans.

Defined contribution plans

Payments to defined contribution plans are charged to expense as incurred.

Defined benefit plans

The Company has pension plans in the United States and Canada, covering the Company's former and current employees. All benefit accruals under the U.S. defined benefit pension plans are frozen.

The Company accounts for those plans in accordance with ASC 715, *Compensation – Retirement Benefits*, which include various actuarial assumptions, including discount rates, assumed rates of return, compensation increases, turnover rates and health care cost trend rates. The Company measures plan assets and benefit obligations at the fiscal year-end.

The funded status of the Company's defined benefit plans is the difference between the fair value of plan assets and the discounted accumulated benefit obligations to plan participants. The overfunded or underfunded status of the

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plans is reported in Other asset or Retirement benefit liabilities, respectively, in the Consolidated Balance Sheets. The defined benefit plan was overfunded as of June 30, 2024, and underfunded as of June 24, 2023.

The funded status is generally re-measured annually at year end using the fair value of plans assets, market-based discount rates and actuarial assumptions. Changes in the funded status of the plans as a result of re-measuring plan assets and benefit obligations, are recorded to accumulated comprehensive income and amortized into expense using a corridor approach. The Company's corridor approach amortizes into earnings variances in plan assets and benefit obligations that are a result of the previous measurement assumptions when the net deferred variances exceed 10% of the greater of the market value of plan assets or the benefit obligation at the beginning of the year. The amount in excess of the corridor is amortized over the average remaining service period to retirement date of active plan participants.

Cost adjustments for plan amendments are also deferred and amortized over the expected working life or the life expectancy of plan participants. Irrevocable settlement transactions that relieve the Company from responsibilities of providing retiree benefits and significantly eliminate the Company's related risk may result in recognition of gains or losses from accumulated other comprehensive income. The plan's investment returns, interest expense, settlements and other non-service cost components of retiree benefits are reported in other income and expense included in loss from continuing operations before income tax benefit in the Consolidated Statements of Operations. See Note 21- Retirement Benefit Plans for further information.

Income Taxes

The Company follows the asset and liability method of accounting for income taxes under ASC 740, *Income Taxes*. Deferred tax assets and liabilities are recognized for the estimated future tax consequences attributable to temporary differences between the financial statements carrying amounts of existing assets and liabilities and their respective tax bases. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that is included in the enactment date. Valuation allowances are established, when necessary, to reduce deferred tax assets to the amount expected to be realized.

Deferred income tax assets are evaluated to determine if valuation allowances are required or should be adjusted. Valuation allowances are established based on a more likely than not standard. The ability to realize deferred tax assets depends on the Company's ability to generate sufficient taxable income within the carryback or carryforward periods provided for in the tax law for each tax jurisdiction. The Company considers various possible sources of taxable income when assessing the realization of its deferred tax assets. The valuation allowances recorded against deferred tax assets generated by taxable losses in certain jurisdictions will affect the provision for income taxes until the valuation allowances are released. The Company's provision for income taxes will include no tax benefit for losses incurred and no tax expense with respect to income generated in these jurisdictions until the respective valuation allowance is eliminated.

The Company records uncertain tax positions on the basis of a two-step process whereby it is determined whether it is more likely than not that the tax positions will be sustained based on the technical merits of the position, and for those tax positions that meet the more likely than not criteria, the largest amount of tax benefit that is greater than 50% likely to be realized upon ultimate settlement with the related tax authority is recognized. The Company recognizes accrued interest and penalties related to unrecognized tax benefits in income tax expense.

Cash

Cash consists of unrestricted cash comprised of deposits held with banks. The Company does not have any highly liquid investments with an original maturity of three months or less when purchased that would be classified as cash equivalents. Cash is stated at cost, which approximates fair value.

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Restricted Cash

Restricted cash includes the loss escrow funds maintained by various third-party administrators to provide a source of funds for use by the administrators for payment of the self-insurance liability for losses and loss adjustment expenses in accordance with agreements between the administrators and the Company. This cash is restricted as long as the Company maintains the self-insurance liability. Additionally, restricted cash also includes grant money received from government bodies to purchase electric vehicles and related infrastructure. Restricted cash is stated at cost, which approximates fair value.

Trade and Other Receivables

Trade and other receivables are reported net of allowances for credit losses. They are due within one year and arise from rendering services. The Company maintains allowances for credit losses for estimated losses resulting from the inability of customers to make the required payments. The Company estimates the allowance for credit losses based on a variety of factors including the length of time receivables are past due, the financial health of customers, unusual macroeconomic conditions, and historical experience. Account balances were written off after collection efforts have been made and potential recovery is considered remote. The Company recognized an allowance for credit losses of $2.1 million as of June 30, 2024 (June 2023: $1.7 million).

Trade and other receivables also include unbilled receivables. Unbilled receivables represent amount recorded that have not been billed to customers in accordance with applicable contract terms.

Inventories

Inventories are stated at the lower of cost and net realizable value. Cost includes direct material and, where applicable, direct labor costs and those overheads costs that have been incurred in bringing the inventories to their present location and condition. Cost is calculated using the weighted average cost method. Net realizable value represents the estimated selling price less all estimated costs of completion and costs to be incurred in marketing, selling and distribution.

Investments

The Company invests in corporate-owned life insurance policies for key personnel. Certain of these policies may fund amounts due under the deferred compensation plan but are not required to fund that plan. The investments in these corporate-owned life insurance policies are recorded at their cash surrender values, which approximates fair values at the balance sheet date. Additional information regarding the investments in corporate-owned life insurance policies. Changes in the cash surrender value of the investments and settlement of policies are recognized in the Consolidated Statements of Operations.

As part of the acquisition of TTC (see Note 4- Acquisitions), Recess acquired debt securities. Investments in debt securities are classified as trading, held-to-maturity or available-for-sale. Trading securities represent investments that are bought and sold principally for the purpose of selling in the near term. Held-to-maturity securities represent investments that the Company has both the ability and intent to hold to maturity. Available-for-sale securities represent investments in debt securities that are not classified as either trading or held-to-maturity. The investments acquired as part of the TTC transaction were classified as trading under U.S. GAAP. As a result, changes in the fair value of the investments are recognized in the Consolidated Statements of Operations. These investments were sold prior to June 24, 2023.

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Property, Plant and Equipment

Properties for provision of services or administrative purposes are carried at cost, less accumulated depreciation and any recognized impairment loss, unless acquired in a business combination in which case such properties are recorded at fair value at date of acquisition. Cost includes direct costs, transport fees, professional fees and other costs required to prepare the asset for use. Depreciation of these assets, on the same basis as other property assets, commences when the assets are ready for their intended use.

Passenger carrying vehicles and other plant and equipment are stated at cost less accumulated depreciation and any recognized impairment loss.

Depreciation is charged so as to write off the cost of assets, other than land, the land element of long leasehold properties or on assets in the course of construction, over their estimated useful lives, using the straight-line method, on the following bases:

Land and buildings	50 years straight-line for buildings only; land is not depreciated
Passenger carrying vehicles	5 to 15 years straight-line
Machinery and equipment	3 to 25 years straight-line

The gain or loss arising on the disposal or retirement of an asset is determined as the difference between the sales proceeds and the carrying amount of the asset and is recognized in Consolidated Statements of Operations.

Impairment of Long-lived Assets

The Company performs a recoverability assessment of each of its long-lived assets whenever events or changes in circumstances indicate that the carrying amount of an asset or asset group may not be recoverable. Indicators may include, but are not limited to, adverse changes in the regulatory environment in a jurisdiction where the Company operates, a decision to discontinue the development of a long-lived asset, early termination of a significant customer contract, or the introduction of newer technology.

When performing a recoverability assessment, the Company measures whether the estimated future undiscounted net cash flows expected to be generated by the asset or asset group exceeds its carrying value. In the event that an asset or asset group does not meet the recoverability test, the carrying value of the asset or asset group will be adjusted to fair value resulting in an impairment charge.

Share-Based Payments

The Company and its parent owner sponsor two share-based payment plans.

Fair value is measured by the use of valuation models appropriate to the particular share-based plans. The expected life used in the model has been adjusted, based on management's best estimate, for the effects of non-transferability, exercise restrictions and behavioral considerations. The Company accounts for forfeitures when they occur and recognizes compensation cost over the requisite service period on a straight-line basis.

Equity-Classified Awards

Recess Parent Group sponsors the Management Participation Plan ("MPP"), which provides participating employees restricted share units in Recess Parent Group. These awards are equity classified. Equity-settled share-based payments are measured at fair value at the date of grant. The fair value is expensed on a straight-line basis over the vesting period, based on the Parent Group's estimate of shares that will eventually vest and is adjusted for the effects of non-market-based vesting conditions. Some of the Company's equity-classified incentive units include a performance condition requiring distributions to other equity holders in Recess Parent Group prior to those restricted share units vesting. As a result, compensation cost on those awards including the performance condition will only be recognized when it is probable the performance condition will be satisfied.

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Liability-Classified Awards

Recess Parent Group sponsors the Phantom Share Plan ("PSP"), which provides participating employees phantom share units that have time-based vesting conditions. These awards are liability classified. The Company classifies certain awards that can or will be settled in cash as liability awards. The fair value of a liability-classified award is determined at each reporting date beginning at the grant date through the settlement. As the liability associated with the payment of these awards is Recess Parent Group's, no liability is recorded by the Company. The Company records the offset to the compensation cost as an equity contribution from Topco, who will pay the liability associated with these awards. The compensation cost of the PSP awards is recognized over the explicit service period on a straight-line basis.

See Note 20- Share-Based Payments for further information.

Derivative Financial Instruments

The Company records all derivative financial instrument contracts at fair value in its Consolidated Balance Sheets.

The Company utilizes fuel swap derivative financial instrument contracts to attempt to reduce exposure to fuel price fluctuations. The Company does not enter into such contracts for trading purposes. Changes in assets and liabilities from fuel swap derivative financial instruments result primarily from changes in market prices, newly originated transactions, and the timing of settlements and are reported within cost of services on the Consolidated Statements of Operations, along with related settlements.

Commodity price risk is the risk that the market value of fuel products will change, either favorably or unfavorably, in response to changing market conditions. Credit risk is the risk of loss from nonperformance by suppliers, customers or financial counterparties to a contract. Procedures and limits for managing commodity price risks and credit risks are specified in our market risk policy and credit policy, respectively. Open commodity positions and market price changes are monitored daily and are reported to senior management and to marketing operations personnel. Credit risk is monitored daily, and exposure is minimized through customer deposits, letters of credit, monitoring customer receivables relative to previously approved credit limits, restrictions on product liftings, reviewing the receivable aging and suspending sales to customers that have not timely paid outstanding invoices.

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Cash Flow Hedges

The Company is exposed to interest rate risk on our variable rate borrowings. The Company currently uses interest rate caps to manage exposure to interest rate changes and has designated these interest rate caps as cash flow hedges for accounting purposes. The Company accounts for these interest rate caps in accordance with ASC 815, *Derivatives and Hedging*, which requires companies to recognize all derivative instruments as either assets or liabilities at fair value in the balance sheet. The Company records the effective portion of changes in the fair value of its cash flow hedges to accumulated other comprehensive income and subsequently reclassifies these amounts into earnings in the period during which the hedged transaction is recognized.

Self-Insurance

The Company is generally self-insured for claims related to general liability, auto liability claims and workers' compensation. The Company uses third party insurance in certain instances to partially mitigate the risk related to these potential losses. Self-insurance reserves are established for general liability, auto liability claims and workers' compensation. These reserves are determined based on actual claims experience and an estimate of claims incurred but not reported including, where necessary, actuarial studies. Actuarial projections of losses for general liability, auto liability, and workers' compensation claims are discounted.

Government Grants

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The U.S. Environmental Protection Agency (EPA) awarded the Company grants as part of its new Clean School Bus Program to cover the cost of replacing fossil fuel school buses with zero-emission and low-emission school buses and related charging infrastructure. The Company received $44.9 million in grants during the year ended June 30, 2024 (June 2023: $0.0 million) and may receive up to an additional $9.8 million for EPA Round 1 grants. The Company is required to purchase the school buses on or before October 31, 2024, with a possible 3-month extension as part of the EPA Round 1 guidelines. The Company was also awarded $146.0 million as part of the EPA Round 2 grants but has yet to receive the grants.

The grant money received is recorded as restricted cash with a corresponding liability recorded in trade and other payables in the Consolidated Balance Sheets. Once the school buses are delivered and capitalized, the grant money will reduce the cost of property, plant and equipment.

The Company also received several smaller State Government grants to purchase electric vehicles and related infrastructures amounting to $7.3 million during the year ended June 30, 2024 (June 2023: $0.0 million). The electric vehicles were delivered and capitalized, and the grant money was reduced from the cost of property plant and equipment.

Recent Accounting Pronouncements

From time to time, new accounting pronouncements are issued by the Financial Accounting Standards Board ("FASB") that are adopted by the Company as of the specified effective date.

In December 2023, the FASB issued ASU No. 2023-09, Income Taxes (Topic 740): Improvements to Income Tax Disclosures. The amendments in 2023-09 aim to enhance the transparency and decision usefulness of income tax disclosures. ASU 2023-09 is effective for the Company's Consolidated Financial Statements for the year ended December 31, 2025, with early adoption permitted. The Company is currently evaluating the impact of this standard on its Consolidated Financial Statements.

In March 2024, the FASB issued ASU No. 2024-01, Stock Compensation (Topic 718), which clarifies how an entity determines whether a profits interest or similar award is within the scope of ASC 718 or not a share-based payment arrangement and therefore within the scope of other guidance. The Company accounts for all stock compensation plans per Topic 718 and hence there will be no additional impact of this standard on its Consolidated Financial Statements.

3. Discontinued operations

The Company closed on the sale of First Transit Inc. to Transdev North America on March 6, 2023, for net sale consideration of $461.2 million. The results of First Transit are reported as discontinued operations in all periods presented, and the loss from the sale is also reported as discontinued operations.

The contingent consideration due to Predecessor Parent Group amounting to $3.9 million and certain First Transit legal settlements amounting to $3.9 million was finalized during the year ended June 30, 2024, and were recorded as adjustment to amounts reported in discontinued operations.

Result of Operations and Cash Flow Information

The statements of operations and cash flow information for the discontinued operations are as follows:

	Fiscal year ended June 30, 2024	Fiscal year ended June 24, 2023

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			(As Restated)
Service revenues	$ -	$	1,083.7
Costs and expenses:			
Cost of services , excluding depreciation and amortization	-		(831.1)
Selling, general and administrative expenses	(7.8)		(221.5)
Depreciation and amortization	-		(12.4)
(Loss) income from operations	(7.8)		18.7
Other (expenses) income:			
Interest expense	-		(13.7)
(Loss) income before income tax expense	(7.8)		5.0
Income tax benefit	-		6.8
Loss on sale of division	-		(22.4)
Net loss from discontinued operations	**$ (7.8)**	**$**	**(10.6)**

Service revenues includes $0.0 million for the fiscal year ended June 30, 2024 (June 2023: $1.9 million) of compensatory revenue agreed upon with customers in relation to coronavirus for First Transit. Interest expense includes $0.0 million interest on long-term debt allocated to discontinued operations for the fiscal year ended June 30, 2024 (June 2023: $9.5 million).

	Fiscal year ended June 30, 2024		Fiscal year ended June 24, 2023 (As Restated)
Net cash used in operating activities- discontinued operations	$ (21.8)	$	(100.2)
Net cash used in investing activities- discontinued operations	-		(12.3)
Net cash (used in) provided by financing activities – discontinued operations	(66.0)		54.3
Net decrease in cash generated from discontinued operations	**$ (87.8)**	**$**	**(58.2)**

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4. Acquisitions

Acquisitions in the fiscal year ended June 30, 2024

The Company acquired a number of businesses during the fiscal year ended June 30, 2024, for a total consideration, net of cash acquired of $ 36.7 million, which included finalization of the purchase price allocation for certain prior year acquisitions during their measurement period. This is part of the Company's capital allocation strategy to expand its school transportation business in North America. Goodwill arising from these acquisitions primarily represents the estimated future economic benefits arising from the other assets acquired that could not be individually identified and separately recognized such as the assembled workforce. The acquired goodwill is expected to be deductible for federal income tax purposes.

Tumbleweed Education Enterprise

On June 30, 2023, the Company closed its acquisition of Tumbleweed Education Enterprise, headquartered in Los Angeles, CA. The purchase price of $5.2 million was settled in cash.

Badger Bus Lines

On August 4, 2023, the Company closed its acquisition of Badger Bus Lines, headquartered in Madison, Wisconsin. The purchase consideration was $11.0 million with the consideration settled in cash.

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Stock Transportation's Nova Scotia

On August 4, 2023, the Company closed its acquisition of Stock Transportation's Nova Scotia, with two locations in Halifax and Cambridge Nova Scotia. The purchase consideration was $9.2 million with the consideration settled in cash.

C.J.'s Bus Supplies & Services, Inc.

On May 31, 2024, the company closed its acquisition of C.J.'s Bus Supplies & Services, Inc, headquartered in Pittsgrove, New Jersey. The purchase consideration was $9.1 million with the consideration settled in cash.

The following presents the fair value of assets acquired and liabilities assumed from the acquisitions during the fiscal year June 30, 2024:

Assets		
Intangible assets	$	7.2
Property, plant and equipment		19.7
Right of use assets		6.3
Trade and other receivables		0.1
Total assets		**33.3**
Operating lease liabilities		6.3
Total liabilities		**6.3**
Net assets		**27.0**
Goodwill arising on acquisition		7.5
Purchase consideration transferred	**$**	**34.5**

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Outflows of cash to acquire these businesses, net of cash acquired is $34.5 million.

Additionally, there were measurement period adjustments for the smaller acquisitions that occurred during the last quarter of fiscal year ended June 24, 2023. These adjustments resulted in a decrease to the net assets acquired of $4.7 million and an increase to goodwill for $3.5 million. Outflow of cash for the measurement period adjustments was $2.2 million.

Acquisitions in the fiscal year ended June 24, 2023

Total Transportation Acquisition.

On June 30, 2022, the Company closed its previously announced agreement to purchase 100% of the equity interest in TTC, headquartered in Brooklyn, New York, for total consideration of $1,080.6 million. The acquisition effectively expands the Company's presence in the New York market. The fair value of assets acquired, and liabilities assumed as of the date of acquisition are as follows:

Assets		
Cash	$	36.6
Restricted cash		15.9
Intangible assets		556.4
Property, plant and equipment		64.4
Right of use assets		59.4
Investments in debt securities		12.4
Trade and other receivables		64.0

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Prepaids		4.4
Total assets		**813.5**
Liabilities		
Trade and other payables		17.0
Self-insurance liabilities		23.3
Operating lease liabilities		59.4
Deferred tax liabilities		162.9
Total liabilities		**262.6**
Net assets		**550.9**
Goodwill arising on acquisition		529.7
Purchase consideration transferred	**$**	**1,080.6**

Intangible assets comprised of acquired customer contracts and trademarks.

The fair value of acquired customer contracts was determined using the multi-period excess earnings method. Under this method, the fair value, $534.8 million, represents the amount a hypothetical buyer would be willing to pay to acquire the future cash flows expected to arise solely from those relationships.

The fair value of the trademarks, $21.6 million, was determined using relief from royalty method. The principle behind this method is that the value of the asset is equal to the present value of the after-tax royalty savings attributable to owning the asset.

The purchase price took into account future income expectations, which support the excess amount paid as compared to the fair value of the assets acquired and liabilities assumed, resulting in the recognition of goodwill. The goodwill of $529.7 million comprises assets which are not separately recognizable as they do not fulfil the separate recognition criteria as intangible assets under ASC 350, *Intangibles- Goodwill and Other,* such as synergies, future growth prospects or skilled and trained workforces. None of the goodwill recognized is expected to be deductible for income tax purposes.

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Acquisition-related costs

Transaction costs of $13.2 million have been expensed and are included in Selling, general and administrative expense in the Consolidated Statements of Operations and are part of operating cash flows in the Consolidated Statements of Cash Flows. See Note 15- Loans and other borrowings for costs associated to the 2022 Incremental Term Loans used to finance the TTC acquisition.

Revenue and net income contribution

Revenue of $406.5 million and net income of $64.7 million from TTC has been recognized in the Consolidated Statements of Operations for the period from June 30, 2022 to June 24, 2023. If the acquisition had occurred at the beginning of the annual reporting period, the Company would have recorded a combined revenue, excluding discontinued operations, of $3,264.3 million and net loss of $165.9 million during the fiscal year ended June 24, 2023.

Purchase consideration

The purchase price of $1,080.6 million reflects the cash consideration paid by Recess of $696.6 million and roll-over equity of $251.0 million and seller notes $100.0 million issued by Topco. The roll-over equity consists of

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preferred and common units of Topco. The fair value of the roll-over equity was determined based on third-party valuation. The preferred units were fair valued based on the difference between the estimated credit spread of the Company and the annual coupon on the preferred units, and the common units were fair valued using the Geometric Brownian Motion in a risk-neutral framework. Immediately after Topco purchased its portion of TTC, those shares in TTC were contributed to Recess, making Recess the 100% owner of TTC. As a result, Recess reflects the fair value of the consideration given by Topco, a total of $351.0 million, as a non-cash equity contribution from its parent as, in effect, part of Recess's acquisition of TTC was funded by Topco.

In addition, the Company is required to pay the acquiree an additional contingent consideration equal to the amount by which the acquired company's business EBITDA, as defined in the purchase agreement, for the year ended December 31, 2026, exceeds $188.7 million, multiplied by five. The contingent consideration is liability classified and is not capped. The fair value of the contingent consideration included in the purchase consideration is $33.0 million.

Cash consideration	$	696.6
Less: Cash balances acquired		(52.5)
Net outflow of cash - investing activities	**$**	**644.1**

Intercar Inc. Acquisition

On August 5, 2022, the Company closed its acquisition of Intercar Inc. Intercar currently has a fleet of more than 113 vehicles and provides home to school, shuttle and coach services. The purchase price was $10.2 million in cash.

Barr Bus Lines Acquisition

On August 5, 2022, the Company closed its acquisition of Barr Bus Lines. Barr Bus has more than 24 school buses on the road every school day and has a strong history of delivering safe and reliable school bus transportation. The purchase price was $2.1 million in cash.

Seibarth Transportation Acquisition

On September 30, 2022, the Company closed its acquisition of Seibarth Transportation, headquartered in North Bay, Ontario Canada. The purchase consideration was $0.8 million in cash.

Badder Bus Acquisition

On October 14, 2022, the Company closed its acquisition of Badder Bus, headquartered in Ontario Canada. The purchase consideration was $7.5 million in cash.

Groupe Dufresne Acquisition

On February 10, 2023, the Company closed its acquisition of Groupe Dufresne, headquartered in Montreal, Quebec Canada. The purchase consideration was $36.8 million in cash.

Safety Bus Acquisition

On February 28, 2023, the Company closed its acquisition of Safety Bus, headquartered in Pennsauken, New Jersey. The purchase consideration was $13.7 million in cash.

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Autobus Laval Acquisition

On March 1, 2023, the Company closed its acquisition of Autobus Laval, headquartered in Quebec City, Quebec Canada. The purchase consideration was $21.3 million in cash.

Trans Ed Acquisition

On March 17, 2023, the Company closed its acquisition of Trans Ed, headquartered in Paterson, New Jersey. The purchase consideration was $6.0 million in cash.

Whitteker Bus Lines Acquisition

On April 3, 2023, the Company closed its acquisition of Whitteker Bus Lines, headquartered in Ontario, Canada. The purchase consideration was $3.8 million in cash.

Prattsburgh Acquisition

On May 26, 2023, the Company closed its acquisition of Prattsburgh Bus Line assets, headquartered in Prattsburgh, NY. The purchase consideration was $0.6 million in cash.

The following presents the fair value of assets acquired and liabilities assumed from the acquisitions other than TTC:

Assets		
Cash	$	1.5
Intangible assets		29.0
Property, plant and equipment		49.3
Trade and other receivables		4.6
Prepaid expenses		0.7
Total assets		**85.1**
Liabilities		
Trade and other payables		4.1
Tax liabilities		0.3
Deferred tax liabilities		6.1
Total liabilities		**10.5**
Net Assets		**74.6**
Goodwill arising on acquisition		28.0
Purchase consideration transferred	**$**	**102.6**

The valuations of assets acquired, and liabilities assumed arising from acquisitions have been completed and finalized. Thus, the fair value of assets acquired and liabilities assumed were subsequently adjusted within the applicable measurement period, with a corresponding adjustment to goodwill. Outflow of cash to acquire these smaller businesses, net of cash acquired, is $101.1 million.

5. Service revenue

Revenue disaggregation

	Fiscal year ended	Fiscal year ended

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		June 30, 2024		June 24, 2023
Contract revenue	$	3,414.7	$	2,997.9
Charter/Private hire		281.2		231.1
Other		36.9		35.3
Total service revenue	**$**	**3,732.8**	**$**	**3,264.3**

Contract Balances

The Company does not have contract assets. Contract liabilities are recorded as deferred revenue as part of the Other current liabilities on the Consolidated Balance Sheets. Deferred revenue represents the amount of consideration received from customers before delivering the service. The Company had deferred revenue of $8.0 million as of June 30, 2024 (June 2023: $3.9 million).

6. Income tax

The following were the components of income tax benefit (provision):

		Fiscal year ended June 30, 2024		Fiscal year ended June 24, 2023
Current tax:				
U.S. federal	$	0.3	$	(0.8)
U.S. state and local		(32.8)		(11.3)
Foreign		(0.3)		(0.1)
Total current income tax expense		(32.8)		(12.2)
Deferred tax:				
Federal		44.4		71.9
State		29.1		28.2
Foreign		2.1		(1.6)
Total deferred income tax benefit		**75.6**		**98.5**
Total income tax benefit	**$**	**42.8**	**$**	**86.3**

A reconciliation of the significant differences between the U.S. statutory tax rate and the effective tax rate on pre-tax income is as follow:

		Fiscal year ended June 30, 2024		Fiscal year ended June 24, 2023
Loss from continuing operations before income tax benefit	$	(133.0)	$	(252.2)
Federal income tax		27.9		52.2
State taxes		7.1		28.3
Permanent items		4.4		6.8
Foreign rate differential		0.4		(0.2)
Rate change		(1.6)		(8.0)
Return to provision		(0.1)		10.0
Credits		(0.7)		0.5
Valuation allowance		5.0		-
Uncertain tax positions		(0.3)		(1.0)
Other		0.7		(2.3)
Income tax benefit	**$**	**42.8**	**$**	**86.3**

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Deferred Taxes

Deferred tax assets and liabilities are comprised of the following:

	As of June 30, 2024	As of June 24, 2023 (As Restated)
Deferred tax assets:		
Loss and tax credit carryforwards	$ 114.4	$ 151.3
Accrued liabilities	22.7	16.2
Deferred compensation liabilities	8.3	9.3
Lease liabilities	117.5	97.6
Retirement benefit plans	-	0.9
CARES/CEWS	1.9	3.5
Inventories	0.9	0.6
Interest limitation	83.2	40.9
Self-insurance liabilities	88.3	65.0
Other assets	4.8	2.1
Valuation allowance	(5.9)	(10.9)
Total deferred tax assets	**436.1**	**376.5**
Deferred tax liabilities:		
Property, plant and equipment	(288.9)	(310.4)
Intangible asset	(338.7)	(356.1)
Prepaid expenses	(8.9)	(11.1)
Retirement benefit plans	(3.1)	-
Right of use assets	(107.5)	(92.9)
Derivative financial instruments	(21.1)	(29.8)
Other liabilities	(6.1)	(0.9)
Total deferred tax liabilities	**(774.3)**	**(801.2)**
Net deferred tax liabilities	$ **(338.2)**	$ **(424.7)**

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Net Operating Losses, Tax Credit Carryforwards and Valuation Allowances

As of June 30, 2024, the Company's U.S. federal net operating loss totaled approximately $388.0 million. The federal net operating losses can be carried forward for periods ranging from 20 years to indefinitely, with the oldest net operating loss expiring in 2026. The Company has deferred income tax assets of $13.0 million for state income tax net operating losses, which can be carried forward for periods ranging from five years to indefinitely. The Company also has non-U.S. loss carryforwards of $15.8 million as of June 30, 2024. These carryforwards can be carried forward for twenty years with the oldest net operating losses beginning 2042. The Company has tax credit carryforwards of $45.5 million. The credits can be carried forward for 20 years with the earliest credits expiring in 2024.

The realizability of these future tax deductions and credits is evaluated by assessing the adequacy of future expected taxable income from all sources, including taxable income in prior carryback years, reversal of taxable temporary differences, forecasted operating earnings and available tax planning strategies. To the extent the Company does not consider it more likely than not that a deferred tax asset will be recovered, a valuation allowance is generally established. To the extent that a valuation allowance was established, and it is subsequently determined that it is more likely than not that the deferred tax assets will be recovered, the change in the valuation allowance is recognized in the Consolidated Statements of Operations.

The Company had valuation allowances of approximately $5.9 million of June 30, 2024 (June 2023: $10.9 million), on deferred tax assets associated with the net operating loss carryforwards and credit carryforwards. The Company

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recognized a net decrease of $5.0 million in its valuation allowance for the fiscal year ended June 30, 2024 (June 2023: $1.1 million decrease). Changes in valuation allowance have been recorded in deferred income tax expenses.

Uncertain Tax Positions

The Company has unrecognized tax benefits resulting from uncertain tax positions for which a benefit cannot be recognized in the financial statements. The Company is subject to periodic taxing authority examinations, and as a result, it is reasonably possible that certain of these unrecognized tax benefits could be recognized in the following twelve months and that amount could be material to the financial statements. The federal tax return remains subject to an examination for three years. State income tax returns remain subject to examination for three to four years. As of June 30, 2024:

(i) The Company has approximately $22.2 million of unrecognized federal tax benefits relating to unrecognized net operating loss carryforwards and positions taken on the federal tax return. Of the unrecognized tax benefits, $21.3 million is reflected in deferred tax liabilities in the consolidated balance sheet and $0.9 million is reflected as a non-current liability in the consolidated balance sheet.

(ii) The Company has approximately $0.3 million of unrecognized tax benefits related to positions taken in certain state jurisdictions, which is reflected as a non-current liability in the consolidated balance sheet.

A reconciliation of gross unrecognized tax benefits from continuing operations is as follows:

		Fiscal year ended June 30, 2024		Fiscal year ended June 24, 2023 (As Restated)
Gross unrecognized tax benefits, beginning of year	$	23.5	$	22.2
Increases related to prior year tax positions		0.3		1.3
Settlements during the period		(1.3)		-
Gross unrecognized tax benefits, end of year	$	**22.5**	$	**23.5**

The unrecognized tax benefits that if recognized would affect the annual effective tax rate is $22.5 million as of June 30, 2024 (June 2023: $23.5 million).

The Company did not recognize any expense for interest and penalties and does not have any accrued for the years ended June 30, 2024 and June 24, 2023, respectively, related to the unrecognized tax benefits.

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7. Goodwill and Intangible assets

Goodwill consists of the following:

		Cost
Balance as of June 25, 2022	**$**	**955.9**
Additions (Note 4)		554.2
Foreign exchange movements		(2.2)
Balance as of June 24, 2023	$	**1,507.9**
Additions (Note 4)		11.0
Foreign exchange movements		(3.4)
Balance as of June 30, 2024	**$**	**1,515.5**

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Impairment Testing for goodwill

The Company performed a qualitative assessment of goodwill for its 2024 impairment test. The Company considered various market factors and key assumptions and determined that the reporting unit had an estimated fair value in excess of the carrying value and concluded that goodwill was not impaired.

The Company applied the quantitative approach during its 2023 impairment tests, and no impairment was determined to exist for goodwill for the fiscal year ended June 24, 2023. In performing the quantitative assessment, the Company estimated the fair value of the reporting unit using the income approach. The income approach, also known as the discounted cash flow ("DCF") method, utilizes the present value of cash flows to estimate fair value. The future cash flows for the reporting unit were projected based on estimates, at that time, of future revenues, operating income and other factors (such as working capital and capital expenditures). The discount rates used in the DCF method were based on a weighted-average cost of capital ("WACC") determined from relevant market comparisons, adjusted upward for specific reporting unit risks (primarily the uncertainty of achieving projected operating cash flows). A terminal value growth rate was applied to the final year of the projected period, which reflects the estimate of stable, perpetual growth. The Company then calculated a present value of the respective cash flows for the reporting unit to arrive at an estimate of fair value under the income approach.

Other intangible assets consist of the following:

	Contracts Acquired	Trademarks – Definite-lived	Trademarks – Indefinite-lived	Software	Total
As of June 30, 2024					
Gross carrying amount	$ 1,302.1	$ 21.6	$ 286.0	$ 57.4	$ 1,667.1
Accumulated amortization	261.7	2.2	-	23.6	287.5
Net Carrying Value	$ **1,040.4**	$ **19.4**	$ **286.0**	$ **33.8**	$ **1,379.6**
Weighted-average amortization period (in years)	14.0	18.0	NA	4.6	
As of June 24, 2023					
Gross carrying amount	$ 1,294.4	$ 21.6	$ 286.0	$ 39.6	$ 1,641.6
Accumulated amortization	160.6	1.1	-	18.0	179.7
Net Carrying Value	$ **1,133.8**	$ **20.5**	$ **286.0**	$ **21.6**	$ **1,461.9**

Amortization expense

	Fiscal year ended June 30, 2024	Fiscal year ended June 24, 2023
Amounts recognized in Consolidated Statements of Operations		
Amortization expense on intangible assets	$ **106.7**	$ **97.4**

Expected amortization of finite-lived intangible assets recorded as of June 30, 2024 over the next five years and thereafter is as follows: 2025—$107.9 million; 2026—$106.1 million; 2027—$103.6 million; 2028—$103.3

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million, 2029—$103.0 million and 2030 and beyond – $569.7 million. Amortization expense in future periods will be affected by business acquisitions and divestitures, software development, licensing agreements and other factors.

Impairment testing for other intangible assets

Trademarks acquired from the Acquisition by EQT in the table above are indefinite-lived intangible assets, and therefore are not amortized. Impairment tests for indefinite-lived intangible assets are performed annually at fiscal year-end. The Company performed a qualitative assessment on impairments on trademarks as of June 30, 2024, and a quantitative assessment on impairments on trademarks as of June 24, 2023. Based on the qualitative assessment, no impairment was determined to exist for the trademarks as of June 30, 2024.

For the quantitative assessment as of June 24, 2023, the Company used the relief-from-royalty method, which reflected a discount rate of 9.3% and royalty rate of 1.0%. Based on the quantitative impairment assessment performed, the fair value of the trademarks exceeded their carrying value, resulting in no impairment.

All other recorded intangible assets are finite-lived intangible assets and are amortized over their estimated useful lives. Impairment tests for these intangible assets are only performed when a triggering event occurs that may indicate that the carrying value of the intangible may not be recoverable. There was no impairment for the finite-lived intangibles in the periods presented.

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8. Property, plant and equipment

Property, plant and equipment, net includes the following:

	As of June 30, 2024	As of June 24, 2023
Land and Buildings	$ 265.0	$ 278.4
Passenger Carrying Vehicle Fleet	3,172.3	3,139.6
Machinery and Equipment	374.1	362.0
Property, plant and equipment, at cost	**3,811.4**	**3,780.0**
Accumulated depreciation	2,085.9	1,998.7
Property, plant and equipment, net	**$ 1,725.5**	**$ 1,781.3**

	Fiscal year ended June 30, 2024	Fiscal year ended June 24, 2023
Amounts recognized in Consolidated Statements of Operations		
Depreciation expense on property, plant and equipment	$ **299.0**	$ **289.2**

9. Inventories

	As of June 30, 2024	As of June 24, 2023
Parts and tires	$ 20.8	$ 18.3

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Parts reserve	(3.2)	(2.5)
Parts and tires, net	17.6	15.8
Fuel and oil	3.9	4.0
	$ 21.5	**$ 19.8**

There are no material difference between the carrying values of inventories and their replacement costs. There was no material write down of inventories during the current or prior year.

10. Trade and other receivables

	As of June 30, 2024	As of June 24, 2023
Trade receivables	$ 435.8	$ 394.8
Allowance for credit losses	(2.1)	(1.7)
Trade receivables, net	433.7	393.1
Unbilled receivables	128.1	173.0
Other receivables	22.8	12.9
	$ 584.6	**$ 579.0**

The allowance for credit losses is a valuation account that is deducted from the trade receivables' cost basis to present the net amount expected to be collected on the receivables. Trade receivables are charged off against the allowance when the uncollectible of a receivable balance is confirmed, and the expected recoveries do not exceed the aggregate of amounts previously charged-off and expected to be charged-off.

Balance as of June 25, 2022	$ 1.5
Utilized during the period	(0.6)
Increase in expected credit losses recognized in the Consolidated Statements of Operations	0.8
Balance as of June 24, 2023	**$ 1.7**
Utilized during the period	(0.7)
Increase in expected credit losses recognized in the Consolidated Statements of Operations	1.1
Balance as of June 30, 2024	**$ 2.1**

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Financial instruments that potentially subject the Company to the concentration of credit risk consist principally of trade receivables. The large number of customers comprising the Company's customer base and their dispersion across many different geographies mitigates the concentration of credit risk on trade and unbilled receivables.

The carrying amount of trade and other receivables approximates to its fair value.

11. Other current assets and Other assets

	As of June 30, 2024	As of June 24, 2023
Current portion of derivative assets- interest rate caps (Note 16)	$ 59.5	$ 59.7
Current portion of insurance recoveries	11.8	12.1
Assets held for sale	10.9	1.0
Tax receivables	2.3	4.8
Total other current assets	**$ 84.5**	**$ 77.6**

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Derivative assets- interest rate caps (Note 16)	$	22.1	$	53.4
Retirement benefit asset		2.0		-
Cash surrender value of life insurance policies		34.4		43.7
Insurance recoveries		21.8		22.6
Total other assets	**$**	**80.3**	**$**	**119.7**

12. Accrued liabilities

		As of June 30, 2024		As of June 24, 2023
Accrued wages and benefits	$	87.3	$	74.3
Consideration due to Predecessor Parent Group		-		80.0
Accrued interest		12.4		61.7
CARES / CEWS reserves		5.7		13.0
Tax accruals[1]		18.3		19.0
Accruals for premiums and subscription		3.6		14.3
Medical reserve		5.9		10.5
Escheatment reserve		4.1		3.1
Other accruals		14.2		14.4
	$	**151.5**	**$**	**290.3**

[1] Tax accruals include personal and real property tax payables and sales and use tax payable.

13. Other current liabilities and Other liabilities

		As of June 30, 2024		As of June 24, 2023
Current derivative financial instrument- fuel swaps (Note 16)	$	0.7	$	9.2
Deferred revenue		8.0		3.9
Current portion of environmental remediation and legal reserve		4.9		5.3
Income taxes payable		22.8		2.1
Total other current liabilities	**$**	**36.4**	**$**	**20.5**
Derivative financial instrument- fuel swaps (Note 16)	$	0.3	$	5.1
Environmental remediation and legal reserve		15.5		9.9
Liabilities for uncertain tax positions		1.2		-
Deferred compensation liability		32.1		36.0
Contingent consideration- Acquisition of TTC		1.4		12.0
Total other liabilities	**$**	**50.5**	**$**	**63.0**

14. Leases

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The Company's lease arrangements primarily relate to passenger carrying vehicles and real estate.

The following table summarizes the lease-related assets and liabilities recorded in the Consolidated Balance Sheets as of June 30, 2024 and June 24, 2023:

Lease position		As of June 30, 2024		As of June 24, 2023
Finance lease right-of-use assets	**$**	**187.7**	**$**	**173.5**
Finance lease liability – current		26.5		29.8
Finance lease liability – non-current		168.0		147.5
Total finance lease liabilities	**$**	**194.5**	**$**	**177.3**
Operating lease right-of-use assets	**$**	**228.0**	**$**	**189.8**
Operating lease liability – current		82.0		66.3
Operating lease liability – non-current		177.2		137.7
Total operating lease liabilities	**$**	**259.2**	**$**	**204.0**

Lease Term and Discount Rate	As of June 30, 2024	As of June 24, 2023
Weighted-average remaining lease term (years)		
Operating leases	5.2	4.5
Finance leases	4.9	5.5
Weighted-average discount rate		
Operating leases	5.7%	5.3%
Finance leases	4.5%	3.5%

The following table summarizes the components of our lease cost for the periods indicated:

	Location in the Consolidated Statements of Operations		Fiscal year ended June 30, 2024		Fiscal year ended June 24, 2023
Operating lease cost	Cost of Service	$	110.1	$	80.8
Short-term lease cost	Cost of Service		3.0		12.7
Finance lease cost					
Amortization of right-of-use asset	Depreciation and amortization		26.7		29.3
Interest on lease obligation	Interest expense		7.8		9.3
Total lease cost		**$**	**147.6**	**$**	**132.1**

The following table summarizes the maturities of the Company's lease obligations as of June 30, 2024:

Fiscal year ending June,		Operating Leases		Finance Leases
2025	$	83.7	$	34.5
2026		72.4		32.7
2027		58.9		32.1
2028		34.9		30.8
2029		17.9		69.3
Thereafter		23.7		24.8
Total lease payments		291.5		224.2
Less imputed interest		(32.3)		(29.7)

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Total lease obligations	**$ 259.2**	**$ 194.5**

The following table summarizes supplemental cash flow information related to the Company's leases for the periods presented:

	Fiscal year ended June 30, 2024	Fiscal year ended June 24, 2023
Cash paid for amounts included in the measurement of lease obligations:		
Operating cash outflows from operating leases	$ (80.9)	$ (60.7)
Operating cash outflows from finance lease	(7.8)	(9.3)
Financing cash outflows from finance lease	(24.7)	(28.3)
Right-of-use assets obtained in exchange for lease obligations:		
Operating leases	129.8	72.8
Finance lease	0.1	10.0

15. Loans and other borrowings

	As of June 30, 2024	As of June 24, 2023
Current interest-bearing loans and borrowings		
Working capital facility	$ -	$ 78.0
Term B loan, due July 2028	22.1	23.9
Term C loan, due July 2028	-	-
Secured vehicle borrowing	29.2	16.7
Total current interest-bearing loans and borrowings	$ 51.3	$ 118.6
Non-current interest-bearing loans and borrowings		
Term B loan, due July 2028	2,029.7	2,050.1
Term C loan, due July 2028	412.2	561.2
Revolving facility	-	31.6
Working capital facility	60.0	-
Senior Secured Notes, due July 2029	624.8	624.8
Secured vehicle borrowing	227.5	138.7
Less – deferred financing costs	(78.2)	(102.7)
Total non-current interest-bearing loans and borrowings	$ 3,276.0	$ 3,303.7
Total interest-bearing loans and borrowings	**$ 3,327.3**	**$ 3,422.3**

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Borrowings with third parties have a fair value of $3,348.7 million as of June 30, 2024 (June 2023: $3,318.6 million). The Company classifies the fair value of its borrowings within Level 2 of the fair value hierarchy based on significant other observable inputs, such as quoted market prices for the same issues or on the current rates offered for debt of similar remaining maturities.

Maturities

Debt maturities on interest bearing loans and other borrowings as of June 30, 2024, including the impact of the refinancing of the Working Capital Facility as disclosed in Note 22- Subsequent events, were as follows:

Fiscal Year ending	
2025	$ 51.3
2026	53.4

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2027		55.5
2028		119.3
2029		2,409.8
Thereafter		716.2
Total Maturities	**$**	**3,405.5**

Term Loan

On July 21, 2021, Recess entered into an agreement (the "Credit Agreement") for term loans in which the Company received loan proceeds in the amount of $1,490.0 million ("Term Loan B") and $550.0 million ("Term Loan C") (collectively, the "Initial Term Loan"). Borrowings under the Initial Term Loans bear interest at a floating rate which can be, at the Company's option, either (i) the adjusted term Secured Overnight Financing Rate ("SOFR") (which cannot be lower than 0.50%), plus the (a) for an interest period of one month, 0.1%; (b) for an Interest Period of three months, 0.3%; and (c) for an Interest Period of six months, 0.4%, plus 3.00% or (ii) an alternate base rate (which cannot be lower than 1.50%), plus 2.00%. The Initial Term Loans mature on July 21, 2028. As of June 30, 2024, the Company's all-in rate for the Initial Term loan was 8.6% (June 2023: 8.1%).

On June 30, 2022, the Company received additional term loan proceeds in the amount of $720.0 million ("Additional Term Loan B") and $50.0 million ("Additional Term Loan C") (collectively, referred to as "2022 Incremental Term Loans ") to fund a portion of the acquisition of TTC (see Note 4- Acquisitions for further information).

On May 31, 2024, the Company refinanced the Additional Term Loan B in full in the amount of approximately $696.9 million ("Replacement Term Loan B" together with the Initial Term Loan and Additional Term Loan C, the " Term Loans"). The Replacement Term Loan B will mature on July 21, 2028. The Replacement Term Loan B bears interest at a floating rate, which can be, at the option of the Company, either (i) SOFR (which cannot be lower than 0.50%), plus 0.10% plus 3.0% or (ii) an alternate base rate, which cannot be lower than 1.50%, plus 2.0%. As of June 30, 2024, the Company's all-in rate for the Replacement Term Loan B was 8.4%. Additionally, the rates described above with respect to the Replacement Term Loan B may be subject to a one-time increase or decrease of 0.075% in June 2025 based on the satisfaction of certain metrics specified in the Credit Agreement with respect to electrification of the Company's fleet.

The Term Loan B and Replacement Term Loan B both require principal and interest payments quarterly. The Term Loan C and Additional Term Loan C both require interest payments quarterly with the principal due at the end of the loan term.

The Term Loans contain certain customary covenants and events of default. As of June 30, 2024, the Company is in compliance with the covenant requirements.

The Term Loan is secured by substantially all of the assets of the Company and the subsidiary guarantors subject to certain exceptions. The Term Loan C and Additional Term Loan C are also secured by the associated restricted cash which is the proceeds of such loans.

Senior Secured Notes

On July 21, 2021, the Company issued 4.000% Senior Secured Notes due on July 31, 2029 (the "Senior Secured Notes") in the aggregate principal amount of $800.0 million. Interest on the Senior Secured Notes is due semi-annually in arrears on January 31 and July 31 of each year. There are no mandatory principal payments required until maturity. The Senior Secured Notes are secured against substantially all the assets of the Company and the subsidiary guarantors of the Senior Secured Notes, subject to certain exceptions.

Partial debt extinguishment

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The following table presents the impact of the partial extinguishment and early prepayment of the Company's Term Loans and Senior Secured Notes during the fiscal years ended June 30, 2024, and June 24, 2023, respectively.

Fiscal year ended	Cash consideration paid	Direct transaction costs	Carrying amount of loans	Gain (Loss) on Debt Extinguishment
June 30, 2024				
Term Loans	(151.7)	(3.0)	151.7	(3.0)
Total	**$ (151.7)**	**$ (3.0)**	**$ 151.7**	**$ (3.0)**
June 24, 2023				
Senior Secured Notes	(150.4)	(5.0)	175.2	19.8
Term Loans	(148.2)	(4.6)	154.5	1.7
Total	**$ (298.6)**	**$ (9.6)**	**$ 329.7**	**$ 21.5**

Revolving Facility

A revolving facility (the "Revolving Facility") with a total commitment of $505.0 million maturing on July 21, 2026, is available to the Company under the Credit Agreement. The Revolving Facility bears interest at a floating rate of, either (i) SOFR which cannot be lower than 0.0%, plus 3.0% or (ii) an alternate base rate, which cannot be lower than 1.0%, plus 2.0%. The applicable margin for the Company's Revolving Facility is subject to adjustment through two 25 basis step-downs based on the Company's first lien net leverage ratio. For any outstanding balance, interest is paid at least quarterly. As of June 30, 2024, there were no outstanding balances under the Revolving Facility. The Revolving Facility is secured by substantially all the assets of the Company and the subsidiary guarantors of the Senior Secured Notes, subject to certain exceptions. See Note 22- Subsequent events for information on the extension of the maturity of the Revolving Facility.

Working Capital Facility

On March 6, 2023, the Company amended and restated its existing Receivables Financing Agreement, dated January 11, 2022 (as amended), by entering in an Amended and Restated Receivables Financing Agreement (the "Receivables Financing Agreement") with First Student Receive Co, LLC, a wholly owned special purpose vehicle of Recess, as the borrower, Recess as servicer, various lenders, and with MUFG Bank, Ltd., as administrative agent, pursuant to which the Lenders agreed to extend revolving loans (the "Working Capital Facility") in an aggregate principal amount equal to the lesser of $250.0 million in the period from June to September of each year or $350.0 million outside of such period and the amount equal to the Borrowing Base, as defined in the Receivables Financing Agreement. On July 17, 2023 and December 18, 2023, the Company amended its Receivables Financing Agreement to modify certain reporting triggers and concentration limits, respectively. The Working Capital Facility is secured by, among other things, certain of the Company's receivables, and will mature on September 30, 2025 (or such later time as the Working Capital Facility may be extended pursuant to the Receivables Financing Agreement). For any outstanding balance, interest is paid monthly. On June 30, 2024, the Company's weighted average all-in rate is 6.8% for the Working Capital Facility. This rate is the daily cost of funds rate determined by various lenders in the Receivable Financing Agreement. See Note 22- Subsequent events for information on the extension of the maturity of the Working Capital Facility.

Secured Vehicle Borrowing

The Company has entered into leasing agreements with several financing companies. These are arrangements where the Company has bought PCVs, sold them to financing companies and leased them back ("sale-leaseback transactions"). The Company has not transferred control of the underlying PCVs to the financing companies due to the presence of a purchase option that the Company is reasonably certain to exercise at the end of the lease term. As a result, these are accounted for as failed sale-leaseback transactions. The Company did not recognize an asset sale or

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derecognize the underlying assets. For such transactions, the Company continues to recognize the underlying assets as a component of Property, plant and equipment, net on the Consolidated Balance Sheets and continues to depreciate the assets over their useful lives. Additionally, the Company accounted for any amounts received as a financing liability and recognized interest expense on the financing liability utilizing the effective interest method.

These agreements serve as additional borrowing capacity for the purchase of new vehicles from our suppliers. Each leasing agreement varies in terms of lease payment amount and interest rate. However, leases are normally set up as seven-year Terminal Rental Adjustment Clause ("TRAC") leases. Rental payments on these leases are due on either a monthly or quarterly basis. Rental payments made by the Company decrease the outstanding finance liability. The Secured Vehicle Borrowing is secured by the PCVs.

16. Derivative financial instruments and hedging activity

The Company is exposed to various financial risks including credit risk, liquidity risk and certain market-based risks, principally being the effects of changes in foreign exchange rates, interest rates, and fuel prices. The Company manages these risks within the context of a set of formal delegation of authorities established by the Board of Directors. Certain risk management responsibilities are formally delegated by the Board, principally to the Chief Financial Officer and to the Treasury function. The Company entered into derivative contracts with high-quality financial institutions and limits the amount of credit exposure to any one institution.

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Interest Rate Cap

The Company utilizes interest rate cap agreements to manage a portion of its risks related to fluctuations in interest rates. The Company's current interest rate cap agreements have been designated as accounting hedges; accordingly, the Company recognized the changes in the fair value of these instruments as a component of other comprehensive (loss) income in its Consolidated Statements of Comprehensive Income (Loss). All interest rate caps are used to cap any movement in one month USD-SOFR exceeding an agreed upon rate; consequently, any changes in interest rates above this percentage would have an equal and opposite income statement effect for both the interest rate caps and the debt.

Interest rate risk is the risk that the fair value of future cash flows of a financial instrument will fluctuate because of changes in market interest rates. The Company's exposure to the risk of changes in market interest rates relates primarily to the Company's long-term debt obligations with floating interest rates.

During the fiscal year ended June 24, 2023, the Company transitioned its interest rate cap agreements from an index based on USD-LIBOR to USD-SOFR. Each derivative contract was negotiated separately with counterparties. Small adjustments to the cap rates were necessary as the nature of LIBOR is an unsecured rate and SOFR is secured. The adjustments were completed concurrently with the LIBOR to SOFR transition for the Revolver Facility, Initial Term Loan and 2022 Incremental Term Loans. As this modification relates solely to reference rate reform, the Company elected the option to not de-designate the hedge relationship due to the change in critical terms in the hedging relationship in accordance with the expedient available under U.S. GAAP.

The Company has interest rate caps outstanding as of June 30, 2024 with a total notional value of $1,820.0 million. Interest rate caps of $1,200.0 million mature on July 31, 2025 and a further $620.0 million of the interest rate caps mature on July 31, 2026. There are an additional $1,200.0 million interest rate caps that will not become effective until July 31, 2025 that will mature one year later.

No hedge ineffectiveness has been recognized during the fiscal years ended June 30, 2024 and June 24, 2023, respectively. Potential future hedge ineffectiveness is currently expected to arise from refinancing the underlying debt or changes in the Company's credit spread.

Fuel Swaps

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The Company purchased gasoline and diesel fuel on a floating price basis for its U.S. and Canadian bus operations and, therefore, is exposed to changes in fuel prices, of which the most significant element is crude oil price risk.

The Company's diesel exposure is economically hedged as of June 30, 2024 and June 24, 2023. Approximately one-third of the Company's diesel fuel is bought directly by the Company's customers and creates no exposure to diesel fuel prices. Approximately one-third of the diesel fuel is subject to contractual provisions limiting the Company's exposure to diesel fuel prices as customers will compensate for negative price movements. Approximately one-third of the Company's diesel fuel is bought at-market and is fully exposed to price fluctuations.

The Company recognized the following derivative assets and liabilities on the Consolidated Balance Sheets:

	Location on the Consolidated Balance Sheets		As of June 30, 2024		As of June 24, 2023
Derivatives not designated as hedging instruments					
Fuel swaps- current	Other current liabilities	$	0.7	$	9.2
Fuel swaps- non-current	Other liabilities		0.3		5.1
Total derivative liability – not designated as hedges		**$**	**1.0**	**$**	**14.3**
Derivatives designated and effective as hedging instruments					
Interest rate caps- current	Other current assets	$	59.5	$	59.7
Interest rate caps- non-current	Other assets		22.1		53.4
Total derivative assets – designated as hedges		**$**	**81.6**	**$**	**113.1**

The Company entered into derivative transactions under International Swaps and Derivatives Association Master Agreements that allow for the related amounts to be set-off in certain circumstances. The amounts set out as fuel and interest rate derivatives in the table above are the derivative financial assets and liabilities that may be subject to the above arrangements and are presented on a gross basis.

The following gains and losses on derivatives have been charged through the Consolidated Statements of Operations:

	Location in the Consolidated Statements of Operations		Fiscal year ended June 30, 2024		Fiscal year ended June 24, 2023
Gain (loss) on fuel swaps	Cost of services	$	13.5	$	(17.3)
Gain on interest rate caps	Interest expense		72.0		39.1
Total gain on derivatives		**$**	**85.5**	**$**	**21.8**

The following gains on derivatives have been charged through the Consolidated Statements of Comprehensive Income (Loss):

		Fiscal year ended June 30, 2024		Fiscal year ended June 24, 2023
Gain on interest rate caps recorded in accumulated other comprehensive income	$	42.4	$	68.7
Gain reclassified from accumulated other comprehensive income to interest expense		(72.0)		(39.1)

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Total change in accumulated other comprehensive income related to interest rate caps	**$ (29.6)**	**$ 29.6**

Based on the current valuation, the Company expects to reclassify a net gain of $54.7 million related to interest rate cap hedge contracts from accumulated other comprehensive income into earnings during the next 12 months.

17. Fair value

Fair value of the assets and liabilities measured at fair value on a recurring basis in the Consolidated Balance Sheets:

	Level 1	Level 2	Level 3	Fair Value Total	Carrying Value Total
As of June 30, 2024					
Assets					
Derivative financial instruments (net)	$ -	$ 80.6	$ -	$ 80.6	$ 80.6
Liabilities					
Contingent consideration -Acquisition of TTC	$ -	$ -	$ 1.4	$ 1.4	$ 1.4
As of June 24, 2023					
Assets					
Derivative financial instruments (net)	$ -	$ 98.8	$ -	$ 98.8	$ 98.8
Liabilities					
Contingent consideration -Acquisition of TTC	$ -	$ -	$ 12.0	$ 12.0	$ 12.0

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Under U.S. GAAP, fair value is defined as the price that would be received to sell an asset or paid to transfer a liability (i.e., the exit price) in an orderly transaction between market participants at the measurement date. In determining fair value, the Company uses various valuation approaches, including quoted market prices and discounted cash flows. U.S. GAAP also establishes a hierarchy for inputs used in measuring fair value that maximizes the use of observable inputs and minimizes the use of unobservable inputs by requiring that the most observable inputs be used when available. Observable inputs are obtained from independent sources and can be validated by a third party, whereas unobservable inputs reflect assumptions regarding what a third party would use in pricing an asset or liability. The fair value hierarchy is categorized into three levels based on the reliability of inputs as follows:

Level 1– Quoted prices in active markets for identical assets and liabilities.

Level 2– Inputs other than quoted prices included within Level 1 that are observable for the asset or liability either directly or indirectly.

Level 3 – Inputs for the asset or liability that are not based on observable market data.

There were no transfers between Level 1 and Level 2 during the current or prior period.

Level 2 instruments

	Fair Values

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Derivative contracts	As of June 30, 2024	As of June 24, 2023	Valuation Technique(s) and Key Inputs
Fuel derivatives	$ (1.0)	$ (14.3)	Discounted cash flow: future cash flows are estimated based on forward fuel prices and contract rates and then discounted at a rate that reflects the credit risk of the various counterparties.
Interest rate derivatives	$ 81.6	$ 113.1	Discounted cash flow: future cash flows are estimated based on forward interest rates and contract interest rates and then discounted at a rate that reflects the credit risk of the various counterparties.

Level 3 instruments

The change in the fair value of the contingent consideration, measured using Level 3 inputs, for the fiscal years ended June 30, 2024, and June 24, 2023 respectively, is summarized as follows:

	Contingent Consideration – Acquisition by EQT	Contingent Consideration – Acquisition of TTC
Contingent consideration on June 25, 2022	$ 66.0	$ -
Contingent consideration arising from the acquisition of TTC	-	33.0
Change in fair value of contingent consideration [1]	14.0	(21.0)
Resolved contingency upon FT Sale [2]	(80.0)	-
Contingent consideration on June 24, 2023	**$ -**	**$ 12.0**
Change in fair value of contingent consideration [1]	-	(10.6)
Contingent consideration on June 30, 2024	**$ -**	**$ 1.4**

[1] The change in fair value of contingent consideration associated with the Acquisition by EQT is recognized in Net loss from discontinued operations in the Consolidated Statements of Operations. The change in fair value of the contingent consideration associated with the acquisition of TTC is recognized in Selling, general and administrative expense in the Consolidated Statements of Operations.

[2] As of June 24, 2023, the contingent consideration arising from the Acquisition by EQT was resolved with the FT Sale. As such, its payment or value is no longer contingent upon a future event. The agreed upon contingent consideration was paid as of June 30, 2024 and, as a result, the related liability is reflected as a short-term accrued liability on the Consolidated Balance Sheet as of June 24, 2023.

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	Fair Values			
	As of June 30, 2024	As of June 24, 2023	Significant unobservable inputs	Range (weighted average)
Contingent consideration – Acquisition of TTC	$ 1.4	$ 12.0	Calibration Rate	10.5%
			Term to payment	2.92 years
			Discount factor	0.9768
			Expected volatility	17.5%

18. Commitments and contingent liabilities

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In the normal course of business, the Company enters into contractual commitments to purchase buses and other assets. The Company had contractual commitments of $28.8 million as of June 30, 2024 (June 2023: $34.4 million) for such purchases. The Company also received government grants for the purchase of electric vehicles and infrastructure. The Company has $42.6 million as of June 30, 2024 (June 2023: $0.0 million) in purchase commitments. These purchase commitments are expected to be completed within one year of the respective balance sheet date.

To support operating units in their normal course of business, certain banks and insurance companies have issued performance bonds for $512.4 million (June 2023: $372.5 million) and letters of credit for $128.2 million (June 2023: $144.0 million). The letters of credit relate substantially to insurance arrangements in North America.

The Company is a party to certain unsecured guarantees granted to banks for overdraft and cash management facilities provided to itself and subsidiary undertakings.

The Company is a party to legal proceedings and claims which arise in the normal course of the business, including but not limited to employment and safety claims. The Company takes legal advice as to the likelihood of success of claims and counterclaims. No accrual is made where, due to inherent uncertainties, liabilities which may arise from any of the legal proceedings are not probable or estimable.

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19. Member's capital

Member's capital

This represents the investment by owners in Recess. Ownership of Recess consists of one member, Recess Intermediate LP"), a member of the Recess Parent Group and direct owner of Recess.

In the fiscal year ended June 24, 2023, a non-cash member's contribution of $351.0 million was made to Recess in relation to the acquisition of TTC. See Note 4- Acquisitions for further information.

Accumulated deficit

This represents the accumulated net income and loss that the Company has earned to-date.

In the fiscal year ended June 30, 2024, the Company made distribution to its member of $4.8 million to fund the cash settlement of equity held at Topco by employees and board members of First Transit. The distribution was made in connection with FT Sale. Additionally, the Company paid $0.4 million to fund the PSP payments during the year.

In the fiscal year ended June 24, 2023, the Company made a distribution to its member of $21.6 million to fund the cash settlement of equity held at Topco by employees and board members of First Transit. The distribution was made in connection with the FT Sale.

Accumulated other comprehensive income

This account is used to recognize the value of the cumulative actuarial gains and losses in relation to pension plans, foreign currency translation gains and losses, and movements on designated hedging items.

The following table shows the changes in accumulated other comprehensive income by component.

	Defined	Cash flow	Foreign	Total

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Please note that L&M Bus Corp.is a subsidiary of First Student Inc.

	benefit plan	hedge interest rate cap	currency translation reserve	
Balance as of June 25, 2022	**$ 7.1**	**$ 57.8**	**$ (7.8)**	**$ 57.1**
Unrecognized net actuarial gain	2.5	-	-	**2.5**
Gain on interest rate caps recorded in accumulated other comprehensive income	-	68.7	-	**68.7**
Gain reclassified from accumulated other comprehensive income to interest expense	-	(39.1)	-	**(39.1)**
Foreign currency translation adjustments	-	-	(7.2)	**(7.2)**
Reclassification of foreign currency translation on discontinued operations	-	-	8.2	**8.2**
Income tax expense	(0.6)	(8.2)	-	**(8.8)**
Balance as of June 24, 2023	**$ 9.0**	**$ 79.2**	**$ (6.8)**	**$ 81.4**
Unrecognized net actuarial gain	0.6	-	-	**0.6**
Gain on interest rate caps recorded in accumulated other comprehensive income	-	42.4	-	**42.4**
Gain reclassified from accumulated other comprehensive income to interest expense	-	(72.0)		**(72.0)**
Foreign currency translation adjustments	-	-	(15.8)	**(15.8)**
Income tax expense	(0.4)	7.4	-	**7.0**
Balance as of June 30, 2024	**$ 9.2**	**$ 57.0**	**$ (22.6)**	**$ 43.6**

20. Share-based payments

The Company and its parent owner sponsor two share-based payment plans as discussed in Note 2 – Share-based Payments' section. The Company's share-based payment plans are classified as either equity or liability awards in accordance with U.S. GAAP. The MPP is classified as an equity award, the PSP is classified as a liability award.

The Company recognized the following amounts in employee equity-classified and liability classified share-based payment costs in Selling, general and administrative expenses in the Consolidated Statements of Operations:

	Fiscal year ended June 30, 2024	Fiscal year ended June 24, 2023
Equity-classified awards (MPP) – expensed	$ 2.4	$ 3.2
Liability-classified awards (PSP) – expensed	1.1	0.7
Total share-based payment costs	**$ 3.5**	**$ 3.9**

Equity-classified Awards – MPP

As of June 30, 2024, there was $20.0 million of total unrecognized compensation cost related to unvested units for the equity-classified awards that are expected to be recognized over a weighted-average period of 2.9 years.

The weighted average grant-date fair value of MPP units granted is $32.2 per unit for the fiscal year ended June 30, 2024 (June 2023: $31.0 per unit). The total grant date fair value of units vested for the fiscal years ended June 30, 2024 is $2.3 million (June 2023: $2.3 million).

The following table presents the fair value assumptions used to value the MPP awards under the Geometric Brownian Motion model.

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	Fiscal year ended June 30, 2024	Fiscal year ended June 24, 2023
Expected time to exit (years)	2.8	3.8
Expected volatility	35% - 59%	59% - 60%
Risk-free interest rate	0.73% - 4.58%	0.73% - 4.31%

A summary of MPP awards outstanding as of June 30, 2024, and changes during the 12 months then ended is as follows:

	Number of Units	Weighted Average Grant Date Fair Value
Unvested on June 24, 2023	765,554	$ 31.2
Granted	16,000	32.2
Vested	(69,556)	33.7
Forfeited or expired	(18,358)	33.9
Unvested on June 30, 2024	**693,640**	**$ 30.9**

21. Retirement benefit plans

Defined Contribution Plans

Employees of the Company are eligible to participate in a defined contribution plan and receive an employer match which varies by employment status. Additionally, the Company is subject to contribute per the terms and conditions of the union collective bargaining agreement into contribution plans with vesting benefits.

The total expense recognized in the Consolidated Statements of Operations of $13.2 million for the fiscal year ended June 30, 2024 (June 2023: $9.6 million), represents contributions paid or payable to these plans at rates specified in the rules of the plans.

Defined Benefit Plans

The Company sponsors two defined benefit plans, covering former and current employees.

The Company operates one funded defined benefit plan in the U.S. although benefit accruals are frozen. The plan is valued annually when the funding position and minimum and maximum contributions are established. Deficits are paid off as required by legislation.

The Company operate a Retirement Compensation Arrangement in Canada ("Canadian Plan"). Under the plan terms, security can be provided with letter of credit, cash contribution, or a combination of cash and letter of credit. Unless the Plan is terminated, benefits payable to members must be paid by the employer from its general assets. This plan has only one active member.

The following disclosures exclude the Canadian Plan because the net liability balance of $2.6 million as of June 30, 2024 (June 2023: $2.6 million) is not material for disclosure.

The plans are valued annually when the funding positions are identified. The Company bears the full cost of the plans. At their last accounting valuations, the defined benefit plan had a funding level of 105% (June 2023: 82.1%).

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Assumptions

The valuation assumptions when the plan is actuarially valued was as follows:

	As of June 30, 2024	As of June 24, 2023
Weighted Average Assumptions		
Discount rate	5.4%	5.2%
Weighted Average Assumptions Used to Determine Net Benefit Cost		
Discount rate – Service cost	5.2%	4.7%
Effective interest rate on benefit obligation	5.2%	4.7%
Expected long-term rate of return on assets	4.6%	3.6%

Components of Net Periodic Benefit Cost (Income)

The pre-tax net periodic benefit cost (income) for the U.S. defined benefit pension plan was as follows:

	Fiscal year ended June 30, 2024	Fiscal year ended June 24, 2023
Interest cost	$ 4.8	$ 4.6
Expected return on assets	(3.5)	(2.9)
Amortization of net gain	(0.1)	-
Net periodic benefit cost	**$ 1.2**	**$ 1.7**

Unrecognized Net Periodic Benefit Expense

The pre-tax amounts in accumulated other comprehensive income that have not yet been amortized as components of net periodic benefit expense are as follows:

	As of June 30, 2024	As of June 24, 2023
Unrecognized net actuarial loss	$ (12.1)	$ (11.3)
Accumulated other comprehensive loss	**$ (12.1)**	**$ (11.3)**

Funded Status

The fiscal year-end status of the U.S. defined benefit pension plan was as follows:

	As of June 30, 2024	As of June 24, 2023
Change in Benefit Obligation		
Benefit obligation – beginning	$ 96.0	$ 103.5
Interest cost	4.8	4.6
Benefits paid	(7.8)	(8.0)
Actuarial gain	(1.1)	(4.1)
Benefit obligation – ending	91.9	96.0
Change in plan assets		
Fair value of plan assets – beginning	78.8	85.3
Actual return on plan assets	3.3	1.5
Employer Contribution	22.2	-

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Benefits paid		(7.8)		(8.0)
Fair value of plan assets – ending		96.5		78.8
Funded status				
Over funded plans, long term asset	**$**	**4.6**	**$**	**-**
Underfunded plans- non-current liabilities	**$**	**-**	**$**	**(17.2)**

The actuarial gain for the Company's pension benefit obligations in fiscal years 2024 and 2023 was primarily related to changes in discount rates. The accumulated benefit obligation equals the projected benefit obligation disclosed in the table above for all periods presented.

The Company does not expect to make any contributions in the next fiscal year.

Expected Future Benefit Payments

The expected future benefit payments as of June 30, 2024 were as follows:

Fiscal year ending June 30,		
2025	$	8.7
2026		8.9
2027		8.7
2028		8.5
2029		8.2
2030 and thereafter		48.9

Plan Assets

Plan assets are intended to provide a level of return generating sufficient capital to meet the defined benefit obligations in order to avoid future catastrophically burdensome capital needs. The Company's investment policies are designed to enhance the probability of achieving the goals and objectives of the plan in a manner that is consistent with the laws, regulations, and policies that govern the prudent management of plan asset in a fiduciary setting, including, but not limited to Employee Retirement Income Security Act ("ERISA"). Based on the investment policies, the plan assets are managed in accordance with the target asset allocation that can reasonably be expected to produce a nominal rate of return consistent with growth needs of the portfolio and with acceptable price volatility.

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The following is the actual allocation percentage for the Company's pension plan assets:

	As of June 30, 2024	**As of June 24, 2023**
Equity securities	23.1%	44.5%
Fixed income securities	69.9%	49.7%
Cash equivalents	1.3%	3.4%
Alternative Strategic Opportunities Alternative	5.6%	2.4%

The current funded status is 105%. Our target asset allocation is 90% hedging portfolio and 10% growth portfolio.

Expected Long-Term Rate of Return on Assets

The long-term return assumption at fiscal year-ended 2024, which will be used to determine the 2024 expected return on assets, is 4.6% for the U.S. plans. A generally consistent approach is used worldwide to develop this

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assumption. This approach considers primarily inputs from a range of advisors for long-term capital market returns, inflation, bond yields, and other variables, adjusted for specific aspects of our investment strategy by plan. Historical returns are also considered where appropriate. The assumption is based on consideration of all inputs, with a focus on long-term trends to avoid short-term market influences.

Fair Value Measurements

The fair value of the Company's defined benefit pension plan assets by asset category was as follows:

Asset Category as of June 30, 2024	**Level 1**	**Level 2**	**Level 3**	**Total**
Equity securities	$ -	$ -	$ -	$ -
Fixed income securities	26.6	40.9	-	67.5
Cash equivalents	1.3	-	-	1.3
Alternative	-	4.7	0.8	5.5
Total assets in the fair value hierarchy	$ 27.9	$ 45.6	$ 0.8	74.3
Collective trust funds [1]				22.2
Investments at fair value				**$ 96.5**

Asset Category as of June 24, 2023	**Level 1**	**Level 2**	**Level 3**	**Total**
Equity securities	$ -	$ -	$ 1.5	$ 1.5
Fixed income securities	5.4	33.7	-	39.1
Cash equivalents	2.7	-	-	2.7
Alternative	-	-	1.9	1.9
Total assets in the **fair value** hierarchy	$ 8.1	$ 33.7	$ 3.4	45.2
Collective trust funds [1]				33.6
Investments at fair value				**$ 78.8**

[1] In accordance with the Fair Value Measurement under U.S. GAAP, investments that were measured at net asset value using the practical expedient have not been classified in the fair value hierarchy. The fair value amounts presented in the above table are intended to permit reconciliation of the fair value hierarchy to the fair value of plan assets for the defined benefit pension plan. There were no unfunded commitments, significant redemption limitations or restrictions on the ability to sell these funds.

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22. Subsequent events

The Company evaluated subsequent events through the date the financial statements were issued on October 3, 2024. The Company has identified the following:

On July 3, 2024, the Company entered into an agreement with our lenders to extend the maturity of our Revolving Facility to July 2028, subject to a springing maturity date specified in further detail in such amendment. The Company did not incur any debt issuance costs associated with this agreement.

On September 12, 2024, the Company refinanced our Working Capital Facility to extend the maturity to September 2027 and increasing the borrowing capacity during certain months to $450.0 million with a 5 basis points increase in the spread to the borrowing cost rate issued by each respective financial institution in the Working Capital Facility, bringing the total spread up to 1.35%.

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An official website of New York State.
Here's how you know

Department of State
Division of Corporations

Entity Information

Return to Results | Return to Search

Entity Details

ENTITY NAME: L & M BUS CORP.
FOREIGN LEGAL NAME:
ENTITY TYPE: DOMESTIC BUSINESS CORPORATION
SECTIONOF LAW: 402 BCL - BUSINESS CORPORATION LAW
DATE OF INITIAL DOS FILING: 10/10/2003
EFFECTIVE DATE INITIAL FILING: 10/10/2003
FOREIGN FORMATION DATE:
COUNTY: NEW YORK
JURISDICTION: NEW YORK, UNITED STATES

DOS ID: 2964247
FICTITIOUS NAME:
DURATION DATE/LATEST DATE OF DISSOLUTION:
ENTITY STATUS: ACTIVE
REASON FOR STATUS:
INACTIVE DATE:
STATEMENT STATUS: CURRENT
NEXT STATEMENT DUE DATE: 10/31/2027
NFP CATEGORY:

ENTITY DISPLAY | NAME HISTORY | FILING HISTORY | MERGER HISTORY | ASSUMED NAME HISTORY

Service of Process on the Secretary of State as Agent

The Post Office address to which the Secretary of State shall mail a copy of any process against the corporation served upon the Secretary of State by personal delivery:

Name: C/O C T CORPORATION SYSTEM

Address: 28 LIBERTY STREET, NEW YORK, NY, UNITED STATES, 10005

Electronic Service of Process on the Secretary of State as agent: Not Permitted

Chief Executive Officer's Name and Address

Name: JOHN KENNING

Address: 191 ROSA PARKS STREET, SUITE 800, CINCINNATI, OH, UNITED STATES, 45202

Principal Executive Office Address

Address: 191 ROSA PARKS STREET, SUITE 800, CINCINNATI, OH, UNITED STATES, 45202

Registered Agent Name and Address

Name: C T CORPORATION SYSTEM

Address: 28 LIBERTY STREET, NEW YORK, NY, 10005

Entity Primary Location Name and Address

Name:

Address:

Farmcorpflag

Is The Entity A Farm Corporation: NO

Stock Information

Share Value	Number Of Shares	Value Per Share
NO PAR VALUE	200	$0.00000

COUNTY OF NASSAU

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

1. Name of the Entity: L&M Bus Corp

Address: 3167 Atlantic Avenue

City: Brooklyn State/Province/Territory: NY Zip/Postal Code: 11207

Country: US

2. Entity's Vendor Identification Number: [redacted]

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 Joseph
Last Name Sgro
MI Suffix
Address [redacted]
City [redacted] State/Province/Territory: [redacted] Zip/Postal Code: [redacted]
Country [redacted]
Position Senior Vice President

First Name John
Last Name Kenning
MI Suffix
Address [redacted]
City [redacted] State/Province/Territory: [redacted] Zip/Postal Code: [redacted]
Country [redacted]
Position Chief Executive Officer

First Name Joseph
Last Name Schwaderer
MI Suffix

Address	[redacted]				
City	[redacted]	State/Province/ Territory:	[redacted]	Zip/Postal Code:	[redacted]
Country	[redacted]				
Position	Chief Financial Officer				

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. 100% of shares are owned by Total Transportation Corp. Total Transportation Corp is 100% owned by First Student, Inc. It is not owned by any individuals.

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.

L&M Bus Corp is a subsidiary of Total Transportation Corp and will be the sole provider of this contract. None of Total Transportation Corps subsidiaries listed in our Proposal will take performance of this contract except for L&M Bus 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):

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:
Regina M Morana [REGINA.MORANA@FIRSTGROUP.COM]

Dated: 02/06/2026 01:47:12 pm

Title: Accounts Receivable 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.

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only) L&M Bus Corp. a subsidiary of First Student Inc. 191 Rosa Parks 8th Floor Cincinnati, Ohio 45202 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*	1b. Business Telephone Number of Insured 1c. Federal Employer Identification Number of Insured or Social Security Number [redacted]
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Nassau County Department of Health Office of Children with Special Needs 60 Charles Lindbergh Blvd, Suite 100 Uniondale, New York 11553	3a. Name of Insurance Carrier Lincoln Life & Annuity Company of New York 3b. Policy Number of Entity Listed in Box 1a GS4-890-LF0072-NY 3c. Policy Effective Period 06/01/26 to 07/01/27

4. Policy provides the following benefits:
   - [X] A. Both disability and Paid Family Leave benefits.
   - [ ] B. Disability benefits only.
   - [ ] C. Paid Family Leave benefits only.

5. Policy covers:
   - [X] 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 08/22/25 By Joseph Morton IV
(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)

Telephone Number 800-423-2765 Name and Title Joseph Morton IV, AVP, Operations

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 emailed to PAU@wcb.ny.gov or it can 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 4B, 4C or 5B have 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(Article 9 of the Workers' Compensation Law) with respect to all of their 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 NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) 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 NYS 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 Insurance Coverage for NYS disability and/or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.

NYS 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.

CERTIFICATE OF LIABILITY INSURANCE

DATE MM/DD/YYYY)
04/02/2026

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
Aon Risk Services Central, Inc.
Chicago IL Office
200 East Randolph
Chicago IL 60601 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Old Republic Insurance Company	24147
INSURER B:	AIU Insurance Company	19399
INSURER C:	Commerce & Industry Ins Co	19410
INSURER D		
INSURER E:		
INSURER F:		

INSURED
L&M Bus Corp.
231 Malta Street
Brooklyn NY 11207 USA

COVERAGES **CERTIFICATE NUMBER:** 570119170303 **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.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL NSD	SUBR WVD	POLICY NUMBER	POLICY EFF MM/DD/YYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y		MWZY31683726	04/01/2026	04/01/2027	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE X OCCUR			SIR applies per policy terms & conditions			DAMAGE TO RENTED PREMISES (Ea occurrence)	$2,000,000
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY PRO-JECT X LOC						PRODUCTS - COMP OP AGG	$2,000,000
	OTHER:							
A	AUTOMOBILE LIABILITY			MWTB-316836-26	04/01/2026	04/01/2027	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
	X ANY AUTO			AOS			BODILY INJURY (Per person)	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	
	DED RETENTION							
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			16604816	04/01/2026	04/01/2027	PER STATUTE OTH-ER	
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N	N / A		AOS				
B	(Mandatory in NH)			16604817	04/01/2026	04/01/2027	E.L. EACH ACCIDENT	$2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below			WI			E.L. DISEASE-EA EMPLOYEE	$2,000,000
							E.L. DISEASE-POLICY LIMIT	$2,000,000

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

RE: Contract: Preschool Bus Transportation. County of Nassau is included as Additional Insured in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER

County of Nassau
200 County Seat Drive
Mineola NY 11501 USA

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 Central, Inc.

Holder Identifier :

Certificate No : 570119170303

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AGENCY CUSTOMER ID: 570000088924

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Central, Inc.	L&M Bus Corp.
POLICY NUMBER	
See Certificate Number: 570119170303	
CARRIER / NAIC CODE	EFFECTIVE DATE:
See Certificate Number: 570119170303	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	WORKERS COMPENSATION							
C		N/A		016604819 WC - OR	04/01/2026	04/01/2027		

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NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only)	1b. Business Telephone Number of Insured
L&M Bus Corp 231 Malta Street Brooklyn, NY 11207 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	(866) 283-7122 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number [redacted]
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) County of Nassau 200 County Seat Drive Mineola, NY 11501	3a. Name of Insurance Carrier AIU Insurance Company 3b. Policy Number of Entity Listed in Box "1a" 016604816 3c. Policy effective period 04/01/2026 to 04/01/2027 3d. The Proprietor, Partners or Executive Officers are ■ included. (Only check box if all partners/officers included) ☐ all excluded or certain partners/officers excluded. ☐

This certifies 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, 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 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: Peter Seibold
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: DocuSigned by: Peter Seibold 486282DCFB1E49C... 06-Apr-2026
(Signature) (Date)

Title: attorney in fact

Telephone Number of authorized representative or licensed agent of insurance carrier: _____

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.

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.

Certified: --

E-60-26

FILED BY THE NASSAU COUNTY CLERK
OF THE LEGISLATURE APRIL 29, 2026
4:00 PM

NIFS ID: CQHE26000005

Capital:

Contract ID #: **CQHE26000005**

NIFS Entry Date: **03/27/2026**

Department: Health

Service: **Preschool Bus Transportation**

Term: from **08/01/2026** to **07/31/2029**

Contract Delayed:

Slip Type: **New**		
CRP:		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	**Yes**
2) Comptroller Approval Form Attached:	**No**
3) CSEA Agmt. & 32 Compliance Attached:	**No**
4) Significant Adverse Information Identified? (if yes, attach memo):	**No**
5) Insurance Required:	**Yes**

Vendor/Municipality Info:	
Name: **We Transport Inc** DBA: **We Transport Inc**	ID#:**112017935**
Main Address: **75 Commercial street** **Plainview, NY 11803**	
Main Contact: **Carmen Tomeo**	
Main Phone: **(516) 349-8200**	

Department:
Contact Name: **Daniel Naftol**
Address: **200 County Seat Dr** **Mineola, NY 11501**
Phone: **(516) 227-8598**
Email: **dnaftol@nassaucountyny.gov**

Contract Summary

Purpose: Preschool Special Education Bus Transportation - Contract with bus companies to safely and reliably transport preschool children to and from their educational programs
Procurement History: RFP #HE0708-2535 issued 7/8/26
Description of General Provisions: It is the intent of the County of Nassau to properly describe by these specifications, terms and conditions for an adequate method of providing for transportation of students requiring specialized transportation to and from approximately 33 schools on a daily basis. (There are approximately 1400 students for the agency or agencies named herein in order that they may enjoy uninterrupted service in consideration for payment of the prices bid.)
Impact on Funding / Price Analysis: Initial encumbrance of $3,000,000.00 through 12/31/26. Total contract shall not exceed $20,000,000.00. State reimbursement of 59.5%
Change in Contract from Prior Procurement: New Contract
Method of Source Selection:

☑ Request For Proposals awarded to proposer offering best value

RFP #: HE0708-2535

Advertised On: 07/08/2025

Advertised In: Official Newspaper

Proposals Due On: 09/12/2025

Number of proposals received: 6

Evaluation Committee members: NCDOH:D. Mancilla (Chair), R. Gonzalez, L. Kenny, R. Oh, H Sherman. Non voting: D. Naftol, C. Langdon, S. Schechter

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.

The contract has been awarded to the proposer offering the lowest cost proposal

MWBE Participation:

☑ Participation of Minority-owned and Women-owned Business Enterprises 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 by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

☑ Vendor will not require any subcontractors.

Contractor is a (check all that apply):

☐ MWBE

☐ SDVOB

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
GEN	54	5400	PP	HEGEN5400	PP760	HEGEN5400 PP760	01	$3,000,000.00
						TOTAL		**$3,000,000.00**

Additional Info	
Blanket Encumbrance	
Transaction	
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	$1,215,000.00
Federal	$0.00
State	$1,785,000.00
Capital	$0.00
Other	$0.00
Total	**$3,000,000.00**

Routing Slip

Department			
NIFS Entry	Daniel Naftol	03/27/2026 12:14PM	Approved
NIFS Final Approval	Deneen Jenkins	03/27/2026 03:11PM	Approved
Final Approval	Deneen Jenkins	03/27/2026 03:11PM	Approved
County Attorney			
Approval as to Form	Julie Silverstein	03/31/2026 11:58AM	Approved
RE & Insurance Verification	Grady Farnan	03/27/2026 03:22PM	Approved
NIFS Approval	Mary Nori	04/02/2026 02:07PM	Approved
Final Approval	Julie Silverstein	04/29/2026 11:25AM	Approved
OMB			
NIFS Approval	Amanda Cohn	03/27/2026 04:04PM	Approved
NIFA Approval	Irfan Qureshi	03/30/2026 03:04PM	Approved
Final Approval	Irfan Qureshi	03/30/2026 03:04PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	04/02/2026 03:10PM	Approved
DCE Compliance Approval	Robert Cleary	04/27/2026 03:24PM	Approved
Vertical DCE Approval	Anissa Moore	04/28/2026 10:06AM	Approved
Final Approval	Anissa Moore	04/28/2026 10:06AM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	04/29/2026 02:43PM	Approved
Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending
Legal Approval			Pending

Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

RULES RESOLUTION NO. – 2026

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF HEALTH AND WE TRANSPORT INC

WHEREAS, the County has negotiated a personal services agreement with We Transport Inc, to provide the County with transportation 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 an agreement with We Transport Inc.

CONTRACT FOR SERVICES

THIS AGREEMENT, made as of the date this agreement is last executed by the County (together with the schedules, appendices, attachments, and exhibits, if any, this "Agreement"), between

Nassau County, a municipal corporation having its principal office at1 West Street, Mineola, New York 11501 (the "County"), acting on behalf of the Nassau County Department of Health, having its principal office at 200 County Seat Drive Mineola, NY 11501 (the "Department"),

- and –

We Transport, Inc., a limited liability New York corporation, having its principal address at 75 Commercial Street, Plainview, New York 11803 (the "Contractor").

W I T N E S S E T H:

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

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 premises and mutual covenants contained in this Agreement, the parties agree as follows:

1) **Term**.
   A. This Agreement shall commence on August 1, 2026, and shall terminate on July 31, 2029 (the "Initial Term"), unless sooner terminated as provided for herein. The Department may, in its sole discretion, renew the term of this Agreement, on the below agreed upon terms and conditions, for one (1) additional two (2) year period (the "Renewal Term"), for a possible total term of five (5) years, subject to the County's right of early termination as provided in the contract.

   B. The decision to renew the contract(s) will be at the sole discretion of the Department and may be exercised by written notice thereof to the Contractor.

2) **Services.**
   A. The services and scope of work to be provided by the Contractor under this Agreement shall consist of but are not limited to safely and reliably transport preschool children to and from their educational programs, within the geographic transportation service area(s) ("Zone(s)") they have been awarded, as shown in **SCHEDULE A**, attached below as **EXHIBIT B**.
   B. The contractor will be required to provide reports to the County, as well as provide all findings and recommended actions to mitigate any issues found. All findings and recommended actions must include prioritization based on risk, factoring current intelligence into the risk level. The contractor will also be required to include guidance on how to remediate each item, as well as estimated internal staff hours needed to address each item. The contractor will not remediate any findings unless instructed by the County. The County will pursue recommended actions using the contractor's guidance as appropriate. The full scope of the Contractor's duties and responsibilities is explained in greater detail in **EXHIBIT A ("Scope of Services")**, attached below.

C. Renewal Services: Services to be provided during the renewal period shall be based on the results of the initial contract period services and current needs of the County.

3) **Payment**.

(a) **Amount of Consideration**. The maximum amount to be paid to the Contractor as full consideration for the Services and all Additional Services performed under this Agreement during the Initial Term, shall not exceed Twenty Million ($20,000,000.00) DOLLARS (the "Maximum Amount"). The Maximum Amount is inclusive of any and all expenses and shall be payable as shown in **SCHEDULE A – Monthly Zone Charges,** attached below as **EXHIBIT B**

(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. The Contractor further acknowledges that the initial encumbrance authorized upon approval of this Agreement shall be Three Million ($3,000,000.00) DOLLARS. Thereafter, the Department shall notify the Contractor of the availability of additional monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

(c) **Vouchers; Voucher Review, Approval and Audit**. All Payments shall be made in arrears and in accordance with Section 3(a) above and shall be contingent upon (i) the Contractor submitting Vouchers in a form satisfactory to the County that: (a) states with reasonable specificity the services to be provided and the payment requested as consideration for such services, (b) certifies that the services to be rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "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 parties 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, and (ii) authorized by this Agreement to be performed. The Contractor will receive no payments respecting any services performed after the Contractor received notice of termination from the County.

4) **Non-Completion**. Unless otherwise specifically addressed elsewhere in this Agreement, in the event the Agreement is terminated, or the Program cancelled for any reason prior to the date of completion of the Program, the Contractor shall immediately return any and all payment that the Contractor has receive. The re-payments shall be made within seven (7) days from the notice of cancellation or when the performance was due, whichever is sooner.

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 Contractors (a "Contractors 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, Default and/or Claims.** The Contractor represents it 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 but not limited to 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. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of the County's vendor registration protocol, Procurement Policy, Charter and Administrative Rules and Regulations and other rules promulgated from time to time from the County and/or relevant Department. 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. The Contractor shall have a continuing obligation, as circumstances arise, to update the County regarding any changes to the Contractor's disclosures.
   (b) **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 shall require all Contractor Agents, Contractor subcontractors, and their respective employees (including Contractor's own employees) to execute a confidentiality agreement, attached hereto as Exhibit A (the "Confidentiality Agreement"), prior to commencing Services under this Agreement. The Contractor shall provide the executed Confidentiality Agreements to the Department prior to the Contractor Agent or subcontractor commencing Services. 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.
   (c) The Contractor further acknowledges that to extent this Agreement is subject to approval by the County Legislature, the Agreement, together with any other forms and Contractor disclosures that make up the contract package that is submitted for County approvals (the "Contract Package"), will be posted on the County website. If the Contractor believes that the Contract Package contains information that is excepted from FOIL, such as information of a personal or private nature, the Contractor may submit a duplicate redacted Contract Package for the County's consideration. If the redactions are acceptable to the County, the County will post the redacted Contract Package to the County website. Failure of the

Contractor to submit a redacted Contract Package shall be deemed Contractor's consent to the posting of the un-redacted Contract Package to the County website.

8) **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.

9) **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.

10) **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:
   A. Contractor shall comply with the applicable requirements of the Living Wage Law, as amended.
   B. Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, such breach being 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.
   C. On a yearly basis, Contractor shall provide the County with any material changes to its Certificate of Compliance, attached to this Agreement as Appendix L.

11) **Vendor Code of Ethics**. By executing this Agreement, the Contractor hereby certifies and covenants that:
   A. 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;
   B. 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;
   C. All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;
   D. 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;

E. 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;

F. 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; and

G. The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. Including but not limited to, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," ("MWBE") which governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts (See Appendix "EE" attached hereto.)

   i) IF APPLICABLE AND AT THE OPTION OF THE OFFICE OF MINORITY AFFAIRS "OMA") In an effort to increase the utilization of minority, woman, veteran and Service-Disabled Veteran-Owned Business ("SDVOB") the County is implementing an overall target of 15% MWBE and 2% SDVOB participation in locally funded procurements. Each vendor and/or subcontractor agrees to cooperate and make its best efforts to assist the procuring Department and OMA in achieving this goal. Such best efforts may include, but are not limited to, providing upon request to OMA, information related to Contractor's utilization of SDVOB and MWBE. The County may utilize such information in determining the ability of the contractor to receive future awards.

12) **Minimum Service Standards**. Regardless of whether required by Law:

A. The Contractor shall conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

B. The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates.

C. The Contractor 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, permits, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

13) Right to Works/Ownership of Work Product/Copyright.

A. Contractor retains all right, title and interest, including all copyrights, patent rights and trade secret rights, in any Contractor property or works. Contractor hereby grants to County a non -exclusive, irrevocable, non-transferable, royalty-free, perpetual internal use license to use such Contractor Works. As used in this Agreement, the term "Contractor Works" means any of the following: (i) any software program, algorithm, process, methodology, documentation, report, data, flow diagram, document, or other material owned, generated, or distributed by Contractor prior to or separately from this Agreement; or (ii) any tools or utilities developed by or on behalf of Contractor or used by Contractor.

B. The County retains sole ownership and all right, title, and interest in and to any reports, documents data, photographs, deliverables, and/ or other materials provided by the County ("County Works") to the Contractor for services under this Agreement. Contractor will use County Works in accordance with this Agreement.

C. Any reports, documents, data, photographs, deliverables, 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 produced pursuant to this Agreement, shall upon their creation become the exclusive property of the County.

D. Any reports, documents, data, photographs, deliverables, and/or other materials provided pursuant to this Agreement ("Copyrightable Materials") shall be considered "work-made-for-hire" pursuant to 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. The Copyrightable Materials shall be used by the Contractor for no purpose other than in the performance of this Agreement without the prior written permission of the County. The County may grant the Contractor a license to use the Copyrightable Materials on such terms as determined by the County and set forth in the license.

E. the Contractor acknowledges that the County may, in its sole discretion, register copyright in the Copyrightable Materials with the United States Copyright Office or any other government agency authorized to grant copyright registrations. The Contractor shall cooperate in this effort and agrees to provide any and all documentation necessary to accomplish this.

F. The Contractor represents and warrants that the Copyrightable Materials: (i) are wholly original material not published elsewhere (except for material that is in the public domain; (ii) do not violate any copyright law; (iii) do not constitute defamation or invasion of the right of privacy or publicity; and (iv) 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.

14) **Confidentiality**.

A. The Contractor agrees to hold confidential, both during and after the completion or termination of this Agreement, all of the reports, information, or data, furnished to or prepared, assembled or used by, the Contractor under this Agreement ("Confidential information"). The Contractor agrees to maintain the confidentiality of such Confidential Information by using a reasonable degree of care and using at least the same degree of care that the Contractor uses to preserve the confidentiality of its own confidential information. The Contractor agrees that Confidential Information shall not be made available to any person or entity without the prior written approval of the County.

B. Required Disclosure: Notwithstanding any inconsistent provision in this Agreement, Contractor shall not be liable for disclosure of Confidential Information to the extent disclosure is required by virtue of court order, subpoena, other validly issued administrative or judicial notice or order, or pursuant to applicable law ("Required Disclosure"); provided that, in such event Contractor has given the County prompt notice in writing or by email of Required Disclosure;

C. If applicable, Vendor and/or vendors employees/agents, subcontrators, agree to execute the attached Non-Disclosure Agreement ("NDA") and/or Confidentiality Agreement.

D. **Data Protection.** Contractor acknowledges that it may have access to certain of the County's computer and communications systems and networks for the purposes set forth in this Agreement. If any data is made available or accessible to Contractor, its employees, agents or contractors, pertaining to County business or financial affairs, or to County's projects,

transactions, clients or customers, Contractor will not store, copy, analyze, monitor or otherwise use that data except for the purposes set forth in this Agreement for the benefit of the County. Contractor will comply fully with all applicable laws, regulations, and government orders relating to personally identifiable information ("PII") and data privacy with respect to any such data that Contractor receives or has access to under the Agreement or in connection with the performance of any services for the County. Contractor will otherwise protect PII and will not use, disclose, or transfer across borders such PII except as necessary to perform under this Agreement or as authorized by the data subject or in accordance with applicable law. To the extent that Contractor receives PII related to the performance of this Agreement, Contractor will protect the privacy and legal rights of the County's personnel, clients, customers and contractors.

E. The provisions of this Section shall survive termination of the Agreement.

15) **Indemnification; Defense; Cooperation.**

A. Contractor shall be responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, agents, volunteers and representatives (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor, 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, at 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 legal proceedings which may be brought or instituted against one or more Indemnified Parties, on any such claim, demand or cause of action in connection with this Agreement and Contractor shall pay and satisfy any judgment or decree which may be rendered against the indemnified Parties in any suit, action or other legal proceeding; and Contractor shall pay for any and all damages to the property of the Indemnified Parties, for loss or theft of such property, done or caused by the Contractor.

C. The Contractor shall and shall cause all of Contractor's Agent(s) 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 the Contractor's Agent(s) in connection with this Agreement.

D. In the event the Contractor does not provide the above defense and indemnification to the County, and such refusal or denial to provide the above defense and indemnification is found to be in breach of this provision, then the Contractor shall reimburse the County reasonable attorney's fees incurred in connection with the defense of any action, and in connection with enforcing this provision of the Agreement.

E. **Infringement Indemnification**. The Contractor shall indemnify, defend and hold the County harmless 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 infringement, violation or unauthorized use of any copyright, trade secrets, or trademark , patent or any other property or personal right of any third party by the Contractor and/or its employees, agents, or subcontractors in the performance of this Agreement. As a condition to the foregoing indemnity obligation, the County shall give the Contractor: (A) prompt written notice of any action, claim or threat of infringement suit or other suit, (B) the

opportunity to take over, settle or defend such action, claim or suit at the Contractor's sole expense, and (C) assistance in the defense of any such action at the expense of the Contractor.

(1) In addition to the foregoing, if the use of any Work Product shall be enjoined for any reason or if the Contractor believes that it may be enjoined, the Contractor shall have the right, at its own expense, to take action in the following order of precedence: (A) to procure for the County the right to continue using such Work Product; (B) to modify the Work Product so that it becomes non-infringing and of at least equal quality and performance; or (C) to replace said Work Product with non-infringing deliverable(s), item(s) or part(s) of at least equal quality and performance, or (D) if none of the foregoing is commercially reasonable, then provide monetary compensation to the County up to the dollar amount of the aggregate consideration paid to the Contractor for such Work Product; (E) the preceding remedies are in addition to and not in lieu of the Contractor's obligation to indemnify and defend the County; (F) time is of the essence with respect to every provision of this Agreement in which time of performance is a factor.

(2) The foregoing provisions shall not apply to any infringement occasioned by modification by the County that is (A) not contemplated by the Contractor; (B) made without the Contractor's approval; (C) infringement occasioned by County Works, specifications, or requirements provided to the Contractor.

(3) In the event that an action at law or equity is commenced against the County arising out of a claim that the County's use of a Work Product infringes any patent, copyright or propriety right and the Contractor is of the opinion that the allegations in such action in whole or in part are not covered by the indemnification and defense provisions set forth in this Agreement, the Contractor shall immediately notify the County in writing and shall specify to what extent the Contractor believes it is obligated to defend and indemnify under the terms and conditions of this Agreement. The Contractor shall in such event protect the interests of the County and secure a continuance to permit the County to appear and defend its interests in cooperation with the Contractor as is appropriate, including any jurisdictional defenses the County may have.

F. The provisions of this Section shall survive the termination of this Agreement.

16) **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" its officials, employees, volunteers, agents, volunteers and representatives as an additional insured and have a minimum single combined limit of liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (iii) workers 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, or, if the Contractor is exempt from New York State Workers' Compensation Insurance requirements, the Contractor shall provide the County with appropriate documentation evidencing such exemption, and (iv) such additional insurance as the County may from time to time specify. A waiver of subrogation or exemption is granted in favor of the County of Nassau.

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

C. 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.

17) **Assignment; Amendment; Waiver; Subcontracting**.

A. This Agreement and the rights and obligations hereunder may not be in whole or part and in accordance with General Municipal Law Section 109 (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 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 subcontractors. The Contractor agrees to be fully responsible to the County for the acts and omissions of its subcontractors. The Contractor's obligation to pay its subcontractors 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.

C. The Contractor shall ensure that their subcontractors shall not further subcontract, or otherwise engage an independent contractor or agent to provide any Services under this Agreement without the prior written consent of the County Executive.

18) **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/or (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

B. 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.

C. 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.

D. **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.

19) **Accounting Procedures; Records.**

A. 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, the County Inspector General, 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.

20) **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 6 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.

21) **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.

22) **Data Breach**:

A. Upon the discovery by the Contractor of a confirmed breach of security that results in the unauthorized release, disclosure, or acquisition of the personal data of any past or present employee of Nassau County and their dependents, the Contractor shall provide "Initial Notice" to the Procuring Department within five (5) business days, after such discovery. The Initial Notice shall be delivered to the Department by electronic mail and by phone call, and shall include the following information, to the extent known at the time of notification:
   i) Date and time of the breach;
   ii) Names of employee(s) whose personal data, and that of their dependents, was released, disclosed or acquired;
   iii) The nature and extent of the breach;
   iv) The Contractor's proposed plan to investigate and remediate the breach.

B. Upon discovery by the Contactor of a confirmed breach, the Contractor shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not later than thirty (30) days after discovery of the breach, shall provide the Department with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the employee(s) whose personal data was released, disclosed or acquired; nature and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

C. The Contractor agrees to cooperate with the Department with respect to investigation of the breach and to reimburse the Department for actual documented costs legally required or associated with responding to the breach of security caused by the negligence of Contractor.

D. The Department shall have the option to terminate this Agreement if the Contractor is found to have suffered a breach of security as described in subsection (a) of this section on two (2) separate occasions during the contract period.

23) **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.

24) **Notices**. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be:
   A. in writing to the above referenced addresses and in compliance with the below,
   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,
      iv) 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
         (1) if to the Department, to the attention of the Commissioner at the address specified above for the Department,
         (2) 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,
         (3) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and
         (4) 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.

25) **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.

26) **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.

27) **Administrative Service Charge**. Unless exempted or excluded by law, the Contractor agrees to pay the County an administrative service charge 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 in accordance with the following schedule:

Value of Contract	Administrative Fee
(a) $0-$10,000	$0
(b) Over $10,000-$50,000	$160
(c) Over $50,000-$100,000	$266
(d) Over $100,000	$533

28) **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.

29) **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.

30) **Counterpart Execution.** This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed an original Agreement for all purposes; provided that no Party shall be bound to this Agreement unless and until all Parties have executed a counterpart. Delivery of a copy of a counterpart by facsimile or email by one Party to the other Party shall be deemed to be delivery of an original by that Party.

31) **Not-For-Profit Merger, Acquisition, Judicial or Non-Judicial Dissolution (if applicable):** The Contractor agrees to provide written notice the Department, Applicable DCE, County Attorney, and Comptroller Ninety (90) days prior to any Merger, Acquisition, Judicial or Non-Judicial Dissolution, as defined under New York State Not-For-Profit Law.

32) Force Majeure. Neither party hereto will be liable for losses, defaults, or damages under any contract resulting from this solicitation which result from delays in performing, or inability to perform, all or any of the obligations or responsibilities imposed upon it pursuant to the terms and conditions of this solicitation, due to or because of acts of God, the public enemy, acts of government, earthquakes, floods, strikes, civil strife, pandemic, fire or any other cause beyond the reasonable control of the party that was so delayed in performing or so unable to perform provided that such party was not negligent and shall have used reasonable efforts to avoid and overcome such cause. Such party will resume full performance of such obligations and responsibilities promptly upon removal of any such cause.

33) **Non-Waiver:** Failure of the County to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment of such term or condition, but same shall remain in full force and effect.

Acceptance by the County of any portion of the Work or the payment or any fees or reimbursements due hereunder with knowledge of a breach of any term or condition hereof, shall not be deemed a waiver of any such breach and no waiver by the County of any provision hereof shall be implied.

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IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.

We Transport, Inc.

By: Bryony Chamberlain

Name: _____

Title: Regional VP

Date: 3/23/2026

NASSAU COUNTY

By: _____

Name: _____

Title:

____, County Executive
(or) ___, Chief Deputy County Executive
(or) ___, Deputy County Executive

Date: _____

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

On the 23rd day of March in the year 2026 before me personally came Bryony Chamberlain 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 Regional VP of WC Transport 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.

ERROL ANTHONY DAWSON
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01DA6028568
Qualified in Nassau County
Commission Expires August 2, 2029

E Dawson
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 the _____ of _____, the 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
Scope of Services

Separate Document

EXHIBIT B
Schedule A – Monthly Zone Charges

	Current # Bues	ZONE 1 We Transport
2 Hour Route	18	11,807.12
3 Hour Route	19	13,772.95
4 Hour Route	0	
5 Hour Route	0	
6 Hour Route	0	

Prices: Shall remain firm for the first year of the contract and no upward escalation will be permitted. The prices for years 2--3 shall be adjusted annually on September 1st of each year by multiplying the initial charge in each category by a fraction, the numerator of which shall be the U.S. Bureau of Labor Statistics consumer price index for all urban customers (C.P.I.U.) for the NY metropolitan area for May of such year and the denominator of which shall be the index for the annual increase or decrease amount may be lower than the stipulated amount upon mutual agreement.

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.

Definitions:

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.

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 **"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, blueprints 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.

Rule:

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:

i) 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.

ii) 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.

iii) 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.

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:
   Bryony Chamberlain (Name)
   75 Commercial St Plainview NY 11803 (Address)
   516-349-8200 (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.

2/27/2026
Dated

Signature of Chief Executive Officer

Bryony Chamberlain Regional VP
Name of Chief Executive Officer

Sworn to before me this
27th day of February, 2026

Notary Public

ERROL ANTHONY DAWSON
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01DA6028568
Qualified in Nassau County
Commission Expires August 2, 2029

Non-Disclosure Agreement (NDA)

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is made effective upon the date last executed by all the parties to this Agreement by and between the County of Nassau acting by and through its Department of Health ("Disclosing Party" or "County") and **We Transport, Inc.** ("Recipient" or "Contractor"), including each of their subsidiaries, successors and assigns.

WHEREAS, County and Contractor have entered into a Nassau County contract to safely and reliably transport preschool children to and from their educational programs ("Agreement"); and

WHEREAS, County require that the Contractor assigned to work on County projects acknowledges the obligations of confidentiality and non-disclosure applicable to the Contractor pursuant to the Agreement.

NOW, THEREFORE, the Contractor acknowledges the following:

Term.

The confidentiality obligations set forth herein shall survive (i) termination of the Agreement.

Confidential Information.

(a) The Contractor acknowledges and understand that all records, reports, information, and data as further identified below ("Information") acquired in connection with performance or administration of the Agreement shall be used and disclosed solely for the purpose of performance and administration of the Contract or as required by Law.

(b) The Contractor acknowledges and understand that in connection with performance under Agreement Contractor may have access to and/or be in possession of confidential information of County ("Confidential Information"). Confidential Information shall mean all information both tangible and intangible information and materials belonging to the County or in the County's possession that are of a confidential or proprietary nature, whether or not marked or identified as such, and are disclosed or made accessible to the Contractor, including, but not limited to:

(i) trade secrets, processes, business, financial information and technical information and data, disclosed orally, visually, in writing, electronic media or by any other means;

(ii) all non-public information concerning the programs, processes, statistics, research, development, strategic plans, or the like with respect to the operations and activities of the County;

(ii) all information concerning the County's computer systems and technology, including, but not limited to, information concerning current and future hardware, software, configurations, operations, networks, computing facilities and locations, processes, research, projects, designs, and specifications;

(iv) all non-public information concerning current and/or former County employees, contractors and/or vendors, and members of the public;

(v) all information that the County receives from third parties if the County is subject to a duty to keep such information confidential;

(vi) all original and copied notes, memoranda, or other records and documentation of the Contractor to the extent relating to, derived from, and/or incorporating any County Confidential Information;

(viii) all information marked or identified as "confidential" or "proprietary" in written or electronic form when disclosed and/or made accessible to the Contractor or its designee.

Non-Disclosure

(a) The Contractor shall maintain all County Confidential Information in strict confidence and cause Contractor employees, agents, and subcontractors to maintain County Confidential Information in strict confidence. The Contractor acknowledges and understand that Contractor is obligated to hold in confidence, in the same manner as Contractor holds Contractor's own confidential information of like kind, all Confidential Information to which Contractor may have access under the Agreement; provided that in no event shall the Contractor exercise less than reasonable care to protect the Confidential Information. If necessary to provide services under the Agreement, Contractor may disclose Confidential Information received under this Agreement to employees, subcontractors or agents with a need to know, provided that any Contractor employee, subcontractor or agent is bound to protect such Confidential Information from unauthorized use and disclosure under the terms of a written agreement that is at least as stringent as those of the Contractor's obligations under the Agreement. Confidential Information shall not otherwise be disclosed to any third party without the prior written consent of the County.

(b)The Contractor acknowledges and understand that Contractor shall not use the Confidential Information for Contractor's own benefit or for the benefit of any third party, except as expressly permitted or directed by authorized County management.

(c) Except as specifically agreed in writing by the County or agency head, the Contractor shall not disclose any County Confidential Information to any entity outside the United States, or store or transmit any County Confidential Information outside the United States, other than County Confidential Information that is in electronic form and is transmitted or stored on a momentary basis as may be inherent in electronic transmission between locations within the United States.

Compliance with Laws

The Contractor shall comply with all applicable Federal, State and local Laws governing the confidentiality and privacy of Information. As used in this Non-Disclosure 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. In the event of any inconsistency or conflict between the provisions of this NDA and the provisions of applicable Laws governing the confidentiality and privacy of Information (e.g. personal information of County employees), the provisions of applicable Laws shall take precedence.

Exclusions

Excluding that information required by law to be protected, the foregoing shall not prohibit or limit Contractor's use of information (including but not limited to ideas, concepts, know-how, techniques and methodologies) (i) previously known to it, (ii) independently developed by it, (iii) acquired by it from a third party without continuing restriction on use, or (iv) which is, or becomes, publicly available through no breach by it of the Agreement.

Reporting
Contractor shall notify the County of any request for Information or access to Information that is unrelated to the performance or administration of the Agreement.

Ownership
All Information, except the Contractor's proprietary information, to which the Contractor has access is at all times the sole property of the County. The Contractor shall not have any right, title or interest to such material and shall not sell, transfer or otherwise make available to third parties except as provided in this NDA or the Agreement. All reports, notes, memoranda, notebooks, drawings and any other Information developed, received, compiled or delivered to the Contractor, regardless of the source of Information, shall be maintained only for the time necessary to provide services under the Agreement and shall be returned to the County at the termination of the Agreement or destroyed at the direction of the County. Destruction shall be deemed to include the purging of all Information from all equipment and media storage created or used in performance of the Agreement.

Performance
(a) Except to the extent necessary to provide services under the Agreement and with the consent of the County, the Contractor shall attach or load any additional hardware or software to County equipment. The Contractor shall use only those access rights and shall access only Information authorized by the County.

(b) The Contractor acknowledges and understand that Contractor shall comply with County's published computer and information security policies and practices which are made available to Contractor.

Assignment.
The Contractor shall not assign or subcontract its obligations under this NDA.

Breach.
The Contractor acknowledges that breach of this NDA shall give rise to irreparable injury that may not adequately be compensable in damages or at law. Accordingly, the Contractor agrees that injunctive relief may be an appropriate remedy in addition to any other remedies that may lie in equity or at law. Additionally, the Contractor shall indemnify and hold harmless the County and its officers, agents and employees from all suits, actions, damages and costs of every name and description arising out of the acts or omissions of the Contractor and/or Contractor's employees, agents or subcontractors in violation of the terms and conditions of this NDA.

IN WITNESS WHEREOF, the parties have executed this Non-Disclosure Agreement as of the date set forth below.

CONTRACTOR: **We Transport, Inc.**

By: _____
Name: Britony Chambers
Title: Regional VP
Date: 3/2/2026

COUNTY OF NASSAU

By: _____
Name: _____
Title: _____
Date: _____

Confidentiality Agreement

I Bryony Chamberlain (insert name), am a (please circle one) subcontractor / agent / employee / director / officer / other _____ of the Contractor **We Transport, Inc.** (the "Contractor"). I understand that I will be performing services in furtherance of an agreement between the Contractor and Nassau County (the "County") related to the contracted services (the "Agreement"). I understand, acknowledge, and agree that all records, information, and data ("Information") acquired in connection with performance or administration of the Agreement shall be used and disclosed solely for the purpose of performance and administration of the Agreement or as required by law. I agree to reasonably safeguard any Information as to prevent disclosure to any unauthorized person. I understand and agree that the terms of this Confidentiality Agreement shall continue after I am no longer performing services related to the Agreement, and I shall continue to abide by such terms of this Confidentiality Agreement in perpetuity. I understand that failure to comply with these requirements may result in disciplinary action, termination, civil liability, and/or criminal prosecution, as well as any other penalties provided by law. This Confidentiality Agreement shall be governed and construed in accordance with the Laws of New York State.

(Individual's Signature)

Bryony Chamberlain
(Individual's Printed Name)

We Transport Inc
(Entity for which Individual is an employee or agent)

3/2/2026
(Date)

EXHIBIT A – SCOPE OF SERVICES
DETAILED REQUISITES/SPECIFICATION

SCOPE:

IT IS THE INTENT OF THE COUNTY OF NASSAU TO PROPERLY DESCRIBE BY THESE SPECIFICATIONS, TERMS AND CONDITIONS FOR AN ADEQUATE METHOD OF PROVIDING FOR TRANSPORTATION OF STUDENTS REQUIRING SPECIALIZED TRANSPORTATION TO AND FROM APPROXIMATELY 33 SCHOOLS ON A DAILY BASIS. (THERE ARE APPROXIMATELY 1400 STUDENTS FOR THE AGENCY OR AGENCIES NAMED HEREIN IN ORDER THAT THEY MAY ENJOY UNINTERRUPTED SERVICE IN CONSIDERATION FOR PAYMENT OF THE PRICES BID).

TERM:

THE TERM FOR THIS CONTRACT IS THREE YEARS STARTING 8/1/2026 THROUGH 7/31/2029 WITH THE POSSIBILITY OF ONE, TWO YEAR EXTENSION. ALL EXTENSIONS ARE SUBJECT UPON THE MUTUAL CONSENT OF BOTH PARTIES

DEFINITIONS:

1. THE TERM "DEPARTMENT" AS USED HEREIN SHALL BE DEEMED AS THE DIVISION, BUREAU, OFFICE, AGENCY OF OTHER COUNTY ESTABLISHMENTS AUTHORIZED TO RECEIVE THE SERVICE SPECIFIED HEREIN AND WHO ARE IDENTIFIED BY NAME.

2. TRANSPORTATION MANAGEMENT COMPANY (TMC) IS DEFINED AS THE PROVIDER DESIGNATED BY THE DEPARTMENT TO COORDINATE, OVERSEE AND MONITOR SERVICES ON ITS BEHALF.

3. ZONE AS USED HEREIN IS A TRANSPORTATION SERVICE AREA DEFINED BY THE LOCATION OF A GROUP OF PRIMARY DESTINATION FACILITIES; ZONES ARE NOT DELINEATED BY GEOGRAPHIC BOUNDARIES.

4. DESTINATION FACILITY MEANS THE SCHOOL, AGENCY, OFFICE, LIBRARY OR ANY OTHER LOCATION AT WHICH A CHILD RECEIVES SERVICE(S) UNDER THE EARLY INTERVENTION OR PRESCHOOL PROGRAMS AND TO WHICH A DISABLED CHILD, AND IN SOME INSTANCES A CHILD'S PARENT(S), GUARDIAN(S), NURSE, SIBLINGS(S), OR OTHER AUTHORIZED PERSON MUST BE TRANSPORTED.

5. ROUTE TIME IS DEFINED TO BE THE PERIOD FROM THE TIME THE FIRST CHILD IS PICKED UP FOR THE FIRST SESSION TO THE LAST DESTINATION FACILITY SERVICED BY THE ROUTE. FOR DISMISSAL, ROUTE TIME IS TO BE CALCULATED FROM THE TIME THE BUS LEAVES THE DESTINATION FACILITY TO THE DROP-OFF OF THE LAST CHILD. ROUTES MAY BE STRUCTURED TO REQUIRE THE PICK-UP AND DROP-OFF OF STUDENTS AT MORE THAN ONE DESTINATION FACILITY. ACTUAL TIME VARIANCES FROM SCHEDULED TIME WHICH MAY OCCUR DUE TO TRAFFIC, WEATHER, STUDENT LOADING /UNLOADING AND OTHER CONDITIONS ARE NOT INCLUDED IN ROUTE TIME AND ARE NOT REIMBURSABLE.

6. ONE HOUR ROUTE IS DEFINED AS ONE BUS SCHEDULED TO OPERATE UP TO ONE HOUR OF ROUTE TIME PER DAY.

7. THE TWO HOUR ROUTE IS DEFINED AS ONE BUS SCHEDULED TO OPERATE UP TO TWO HOURS OF ROUTE TIME PER DAY.

8. THE THREE-HOUR ROUTE IS DEFINED AS ONE BUS SCHEDULED TO OPERATE MORE THAN TWO HOURS, BUT NOT EXCEEDING THREE HOURS OF ROUTE TIME PER DAY.

9. THE FOUR HOUR ROUTE IS DEFINED AS ONE BUS SCHEDULED TO OPERATE MORE THAN THREE HOURS, BUT NOT EXCEEDING FOUR HOURS OF ROUTE TIME PER DAY.

10. THE FIVE HOUR ROUTE IS DEFINED AS ONE BUS SCHEDULED TO OPERATE MORE THAN FOUR HOURS, BUT NOT EXCEEDING FIVE HOURS OF ROUTE TIME PER DAY.

11. THE SIX HOUR ROUTE IS DEFINED AS ONE BUS SCHEDULED TO OPERATE MORE THAN FIVE HOURS, BUT NOT EXCEEDING SIX HOURS OF ROUTE TIME PER DAY.

12. THE SEVEN HOUR ROUTE IS DEFINED AS ONE BUS SCHEDULED TO OPERATE MORE THAN SIX HOURS, BUT NOT EXCEEDING SEVEN HOURS OF ROUTE TIME PER DAY.

13. BUS, VAN, OR VEHICLE IS DEFINED AS EQUIPMENT MEETING THE SPECIFICATIONS NOTED IN THIS REQUEST FOR BID/CONTRACT TO BE USED IN TRANSPORTING AUTHORIZED CHILDREN.

14. CHILD, STUDENT IS DEFINED AS ANY CHILD AUTHORIZED BY THE COUNTY TO RECEIVE SERVICES.

15. MONITOR/AIDE MEANS A PERSON ASSIGNED TO A VEHICLE USED FOR SERVICES TO ASSIST A CHILD AND/OR DRIVER AND SHALL INCLUDE A REGULARLY SCHEDULED MONITOR OR SUBSTITUTE MONITOR.

PRICES:

SHALL REMAIN FIRM FOR THE FIRST YEAR OF THE CONTRACT AND NO UPWARD ESCALATION WILL BE PERMITTED. THE PRICES FOR YEARS 2-3 SHALL BE ADJUSTED ANNUALLY ON SEPTEMBER 1ST OF EACH YEAR BY MULTIPLYING THE INITIAL CHARGE IN EACH CATEGORY BY A FRACTION, THE NUMERATOR OF WHICH SHALL BE THE U.S. BUREAU OF LABOR STATISTICS CONSUMER PRICE INDEX FOR ALL URBAN CUSTOMERS (C.P.I.U.) FOR THE NY METROPOLITAN AREA FOR MAY OF SUCH YEAR AND THE DENOMINATOR OF WHICH SHALL BE THE INDEX FOR THE ANNUAL INCREASE OR DECREASE AMOUNT MAY BE LOWER THAN THE STIPULATED AMOUNT UPON MUTUAL AGREEMENT.

INSURANCE:

A. THE CONTRACTOR AGREES TO OBTAIN ALL INSURANCE REQUIRED UNDER THIS AGREEMENT AND TO OBTAIN APPROVAL OF SUCH INSURANCE FROM NASSAU COUNTY PRIOR TO COMMENCEMENT OF WORK UNDER THIS CONTRACT. THE CONTRACTOR SHALL NOT ALLOW ANY SUBCONTRACTOR TO COMMENCE WORK ON HIS SUBCONTRACT UNTIL ALL SIMILAR INSURANCE HAS BEEN OBTAINED BY THE SUBCONTRACTOR AND APPROVED BY NASSAU COUNTY.

B. INSURANCE COVERAGE SHALL BE PROVIDED BY AN INSURANCE COMPANY LICENSED AS AN "ADMITTED CARRIER" BY THE NEW YORK STATE INSURANCE DEPARTMENT.

C. INSURANCE COVERAGE SHALL BE EVIDENCED BY A CERTIFICATE OF INSURANCE SUBMITTED IN A FORM ACCEPTABLE TO NASSAU COUNTY "ACCORD" OR OTHER BLANK CERTIFICATES ARE NOT ACCEPTABLE UNLESS ACCOMPANIED BY A LETTER OF TRANSMITTAL FROM THE COMPANY PROVIDING COVERAGE.

SCHOOL CALENDARS:

SCHOOL YEAR

A. THE CONTRACTOR AGREES TO CONFORM TO THE SEVERAL SCHOOL CALENDARS AND DAILY AND HOURLY TIME SCHEDULES OF THE VARIOUS SCHOOLS INVOLVED. THIS CONTRACT CALLS FOR NO LESS THAN 180 DAYS OF OPERATION DURING THE TEN MONTH SCHOOL PROGRAM AND NO LESS THAN 30 DAYS OF OPERATION FOR THE SUMMER PROGRAM. CALENDARS SHALL BE FURNISHED PRIOR TO EACH SCHOOL OPENING.

B. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN THE SCHOOL CALENDARS OF ALL SCHOOLS COVERED BY THIS CONTRACT FROM THE TRANSPORTATION MANAGEMENT COMPANY (TMC), AND FURTHER TO ADHERE TO THESE CALENDARS AT ALL TIMES UNLESS NOTIFIED BY THE TMC. THIS SHALL INCLUDE ANY SPECIAL SCHEDULES FOR SHORTENED SESSION FOR ALL SCHOOLS COVERED BY THIS CONTRACT.

C. THE COUNTY OF NASSAU RESERVES THE RIGHT TO CHANGE THE SCHOOL HOURS OF ANY OR ALL GRADES, OR OF ANY OR ALL SCHOOLS AT ANY TIME PRIOR TO THE ISSUANCE OF THE CONTRACT AND AT ANY TIME THEREAFTER. THE COUNTY OF NASSAU RESERVES THE RIGHT TO ADD DESTINATION SCHOOLS AND TO CHANGE DESTINATION SCHOOLS, SCHOOL CALENDARS, STUDENT POPULATION, AND TIME SCHEDULES AS THE NEED MAY ARISE.

D. THE COUNTY OF NASSAU AND/OR THE TMC MAY PROVIDE THE CONTRACTOR WITH SCHEDULES AND ROUTES FOR THE TRANSPORTATION SERVICE. IT IS ANTICIPATED THAT THE CONTRACTOR WILL GENERALLY PREPARE SCHEDULES AND ROUTES AND SUBMIT SAME FOR REVIEW AND APPROVAL BY THE TMC NO LATER THAN AUGUST 15TH FOR THE FALL SCHOOL PROGRAM AND NO LATER THAN JUNE 15TH FOR THE SUMMER PROGRAM.

SAFETY REGULATIONS:

THE CONTRACTOR SHALL COMPLY WITH ALL NEW YORK STATE, COUNTY AND TOWN RULES AND REGULATIONS. THE CONTRACTOR MUST SECURE THE NECESSARY PERMITS TO RIDE ON THE PARKWAYS. THE CONTRACTOR SHALL COMPLY WITH ALL RULES AND REGULATIONS REGARDING DRIVER, MONITORS, SAFETY DEVICES AND TRAINING OF THE NEW YORK STATE EDUCATION DEPARTMENT AND THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION. THE CONTRACTOR'S ATTENTION IS ESPECIALLY DIRECTED TO THE SAFETY LOAD REQUIREMENTS OF THE APPROPRIATE AGENCIES OF THE STATE OF NEW YORK. THE LEGAL CARRYING CAPACITY OF THE BUS SHALL NEVER BE EXCEEDED. THE CONTRACTOR SHALL COMPY WITH ANY ADDITIONAL RULES AND REGULATIONS BY THE NYSDOH AND OR CDC THAT MAY BE ENACTED DURING A PUBLIC HEALTH EMERGENCY.

GENERAL SAFETY:

THE SUCCESSFUL CONTRACTOR SHALL SATISFY THE COUNTY OF NASSAU THAT THE STUDENTS SHALL BE CONVEYED SAFELY. THE DUTIES AND OBLIGATIONS IN RELATION THERETO PURSUANT TO THIS CONTRACT SHALL BE PERFORMED FAITHFULLY BY THE SAID CONTRACTOR WHO SHALL, AT ALL TIMES, EXERCISE PROPER SUPERVISION OVER ALL BUS DRIVERS. DEFENSIVE DRIVING SHALL BE TAUGHT TO AND PRACTICED BY ALL DRIVERS OF BUSES UTILIZED TO PROVIDE SERVICE UNDER THIS CONTRACT. THE CONTRACTOR SHALL ALSO IMPRESS UPON THE DRIVERS THAT THEY SHALL COOPERATE WITH THE TMC, THE SCHOOL AUTHORITIES, PUBLIC OFFICIALS AND PARENTS WHO ALSO HAVE RESPONSIBILITY FOR SAFELY TRANSPORTING THE CHILDREN.

SAFETY PRACTICES:

EACH BUS DRIVER MUST OBSERVE THE FOLLOWING RULES OF SAFETY. ANY DRIVER NOT COMPLYING WITH THESE RULES AND OTHER LEGAL MANDATES IS SUBJECT TO DISMISSAL BY THE CONTRACTOR, UPON REQUEST FOR SUCH DISMISSAL BY THE COUNTY OF NASSAU AND/OR THE TMC.

A. **SCHOOL BUS PASSING LAW:** THE DRIVER SHALL NOT RELY ON ANY MOTORIST TO OBSERVE THE SCHOOL BUS PASSING LAW BUT MUST BE SO CAUTIOUS THAT THE CHILDREN ARE SAFE EVEN IF A MOTORIST VIOLATES THE LAW. IT IS THE DUTY OF EACH DRIVER TO REPORT VIOLATION OF THE SCHOOL BUS PASSING LAW.

B. **CHILDREN LEAVING THE BUS:** NO CHILD IS PERMITTED TO DISEMBARK FROM THE BUS UNLESS ESCORTED BY A PARENT OR AUTHORIZED ADULT.

C. IT IS THE DRIVERS RESPONSIBILITY TO BE CERTAIN THAT ALL CHILDREN HAVE LEFT THE BUS AT THE END OF EACH RUN (AT DESTINTATION FACILITY OR HOME). CHECK ALL AREAS OF THE VEHICLE FOR SLEEPING CHILDREN.

D. BUSSES ARE PROHIBITED FROM GOING DOWN DEAD-END STREETS, LOOP STREETS, AND CUL-DE-SACS

DRIVERS:

A. EACH REGULAR OR SUBSTITUTE BUS DRIVER MUST BE NO LESS THAN 21 YEARS OF AGE AND MUST BE IN COMPLIANCE WITH ALL RULES, REGULATIONS AND SECTION OF ARTICLE 19A. IN ADDITION, ALL REGULAR AND SUBSTITUTE DRIVERS MUST BE IN COMPLIANCE WITH AND HAVE A COMMERCIAL DRIVERS LICENSE (CDL) WITH A PASSENGER ENDORSEMENT ("P" ENDORSEMENT). ALL DRIVERS CURRENTLY EMPLOYED BY THE CONTRACTOR MUST HAVE SUCCESSFULLY COMPLETED AN APPROVED 20-HOUR STATE EDUCATION COURSE. ALL DRIVERS HIRED AFTER THE START OF THE CONTRACT MUST BE ENROLLED IN AN APPROVED 20-HOUR STATE ED COURSE WITHIN THE FIRST 20 DAYS OF EMPLOYMENT WITH COMPLETION IN 6 MONTHS.

B. EACH REGULAR OR SUBSTITUTE BUS DRIVER SHALL BE EXAMINED BY A PHYSICIAN PRIOR TO THE BEGININNG OF SERVICE, AN EXAMINATION TO DETERMINE THE PHYSICAL CONDITION OF EACH DRIVER SHALL BE REPORTED BY THE PHYSICIAN ON A FORM PRESCRIBED BY THE COMMISSIONER OF EDUCATION WHICH COMPLIES WITH THE REQUIREMENTS OF ARTICLE 19A OF THE VEHICLE AND TRAFFIC LAW AND SECTION 156.3 OF THE REGULATIONS OF THE COMMISSIONER OF EDUCATION. SUCH PHYSCIAL EXAMINATION SHALL BE CONDUCTED WITHIN FOUR WEEKS PRIOR TO THE BEGININNG OF SERVICE IN EACH SCHOOL YEAR. CONTRACTORS ARE REQUIRED TO PROVIDE A COPY OF SEC. 6.11 & 6.12 OF ARTICLE 19A TO ALL PHYSICIANS USED FOR DRIVERS' PHYSICALS.

C. EACH REGULAR OR SUBSTITUTE BUS DRIVER MUST SUBMIT AN APPLICATION FOR A POSITION ON A FORM PRESCRIBED BY THE COMMISSIONER OF EDUCATION WHICH COMPLIES WITH THE REQUIREMENTS OF ARTICLE 19A OF THE VEHICLE AND TRAFFIC LAW AND SECTION 156.3 OF THE REGULATIONS OF THE COMMISSIONER OF EDUCATION. THE APPLICATION MUST BE SUBMITTED ANNUALLY TO THE DEPARTMENT/TMC FOR APPROVAL. NO REGULAR OR SUBSTITUTE DRIVER IS TO BE ASSIGNED TO PERFORM ANY PART OF THIS CONTACT PRIOR TO SUCH APPROVAL BY THE DEPARTMENT/TMC.

D. EACH REGULAR OR SUBSTITUTE BUS DRIVER MUST SUBMIT AN ANNUAL REPORT OF HIS DRIVING RECORD FOR REVIEW AND APPROVAL BY THE DEPARTMENT/TMC ON A FORM PRESCRIBED BY THE COMMISSIONER OF EDUCATION WHICH COMPLIES WITH THE REQUIREMENTS OF ARTICLE 19A OF THE VEHICLE AND TRAFFIC LAW AND SECTION 156.3 OF THE REGULATIONS OF THE COMMISSIONER OF EDUCATION.

E. THE CONTRACTOR MUST PROPERLY INVESTIGATE THE ABILITY AND CHARACTER OF ALL BUS DRIVERS (REGULAR AND SUBSTITUTE) AND MUST CERTIFY THEM TO THE DEPARTMENT/TMC. THE INVESTIGATION MUST INCLUDE A CRIMINAL BACKGROUND CHECK AND FINGERPRINTING OF ALL DRIVERS AND MONITORS TO BE UTILIZED IN COMPLIANCE WITH LOCAL LAW 6-1995. THE CONTRACTOR MUST SUBMIT TO THE TMC A COMPLETE LIST OF ALL ACCIDENTS DURING THE PAST THREE YEARS FOR ANY BUS DRIVER TO BE ASSIGNED TO THIS CONTRACT PRIOR TO THE START OF SERVICE IN SEPTEMBER, FOR THE SCHOOL YEAR. SUCH LISTS ARE TO BE PREPARED BY AND ON THE STATIONARY

OF THE CONTRACTOR'S INSURANCE CARRIER.

F. DRIVING ABSTRACTS MUST BE PROVIDED TO THE TMC BY THE CONTRACTOR, ON EACH DRIVER EMPLOYED BY THE CONTRACTOR FOR HANDICAPPED STUDENT TRANSPORTATION, ON OFFICIAL STATIONERY OF THE MOTOR VEHICLE BUREAU PRIOR TO THE START OF EMPLOYMENT.

G. DRIVERS SHALL OTHERWISE COMPLY WITH ALL REQUIREMENTS OF ARTICLE 19A AND THE REGULATIONS OF THE COMMISSIONER OF EDUCATION IN ADDITION TO ALL OTHER REGULATIONS OR STATUTES TO WHICH SUCH DRIVER MUST BE SUBJECT. THE COUNTY AND/OR THE TMC RESERVES THE RIGHT TO REJECT OR REQUIRE REPLACEMENT OF DRIVERS WITHOUT BEING LIMITED TO CONSIDERATIONS OF HEALTH AND DRIVING RECORD.

H. THE CONTRACTOR SHALL MAINTAIN REASONABLE PRECAUTIONS TO SEE THAT HE IS INFORMED AS TO THE ON OR OFF-THE-JOB INVOLVEMENT'S OF EMPLOYEES. SHOULD IT THEREBY COME TO THE ATTENTION OF THE CONTRACTOR THAT ANY EMPLOYEE HAS BEEN, OR IS REPUTED TO HAVE BEEN, INVOLVED IN ANY CRIME OR ACT WHICH MIGHT RAISE ANY DOUBTS AS TO HIS FITNESS FOR WORK WITH CHILDREN, IT SHALL BE THE DUTY OF THE CONTRACTOR TO IMMEDIATELY INVESTIGATE SUCH ACT(S) OR ALLEGATION(S). OF PARTICULAR IMPORTANCE WOULD BE MORAL CRIMES OR AUTOMOBILE ACCIDENTS.

I. THE CONTRACTOR SHALL REGISTER WITH THE NYS DMV'S BUS DRIVER UNIT (BDU) AS A CONTRACT HOLDER. THE CONTRACTOR SHALL REGISTER ITS COUNTY CONTRACT WITH THE NYSDOH BUREAU OF EI AND CLEAR ALL DRIVERS AND MONITORS THROUGH THE NEW YORK STATE CENTRAL REGISTRY. THE CONTRACTOR MUST RECEIVE A SATISFACTORY RESPONSE BEFORE ANY ROUTES BEGIN. DRIVERS AND MONOTORS SHALL BE CLEARED ANNUALLY THEREAFTER.

J. IT SHALL BE THE DUTY OF A MONITOR TO ASSIST THE DRIVER IN THE SUPERVISION OF THE CHILDREN WHILE THE VEHICLE IS IN TRANSIT. FOR THIS PURPOSE, THE MONITOR SHALL SIT IN THE REAR OF EACH VEHICLE SO THAT STUDENTS ARE FULLY SUPERVISED.

K. BUS DRIVER SHALL BE REQUIRED TO REPORT TO THEIR SUPERVISORS ANY UNUSUAL INCIDENT OR ANY ACCIDENT WHILE TRANSPORTING STUDENTS TO OR FROM THE DESTINATION FACILITY ON THE DAY THEY OCCUR. THE CONTRACTOR SHALL BE REQUIRED TO SUBMIT A WRITTEN REPORT TO THE TMC ON A FORM PRESCRIBED BY THE COMMISSIONER OF EDUCATION WHICH COMPLIES WITH THE REQUIREMENTS OF ARTICLE 19A OF THE VEHICLE AND TRAFFIC LAW AND SECTION 156.3 OF THE REGULATIONS FOR THE COMMISSIONER OF EDUCATION OR A FORM MUTUALLY AGREED UPON BY THE TMC AND THE CONTRACTOR.

L. MEDICALS, DRIVER APPLICATIONS, RENEWAL FORMS, IF APPLICABLE, DRIVING RECORDS, CHARACTER REFERENCES, LIST OF ACCIDENTS, AND DRIVING ABSTRACTS MUST BE FILED WITH THE TMC TWO WEEKS PRIOR TO START OF TRANSPORTATION.
ALL REPLACEMENT AND SUBSTITUTE DRIVERS' REQUIRED PAPERS, AS OUTLINED ABOVE, MUST ALSO BE FILED WITH THE TMC PRIOR TO THEIR ASSIGNMENT TO ANY CONTRACTED VEHICLE FOR HANDICAPPED STUDENT TRANSPORTATION.

M. ALL RUNS SHALL HAVE A STEADY DRIVER, VEHICLE, AN APPROVED MONITOR AND A SUFFICIENT AMOUNT OF EXPERIENCED SUBSTITUTES TO COVER BOTH DRIVER AND MONITOR. ALL DRIVERS AND MONITORS SHALL BE INFORMED THAT IN CASE OF AN EMERGENCY AND RADIO CONTACT CANNOT BE MADE, THAT 911 IS TO BE CALLED.

N. THERE SHALL BE NO PRIVATE AGREEMENTS MADE BETWEEN DRIVERS AND PARENTS THAT MAY ALTER THE ASSIGNED ROUTE. ALL REQUESTS FOR ANY CHANGES SHALL BE MADE THROUGH THE SCHOOL, THE TMC AND THE CONTRACTOR.

O. IN CASES OF OPEN RUNS (NO DRIVER ASSIGNED OR THE DRIVER LEAVES THE EMPLOY OF THE CONTRACTOR), THE RUN SHALL BE COVERED BY AN EXPERIENCED SUBSTITUTE, WHO WILL REMAIN

ON RUN UNTIL SUCH TIME AS THE NEW DRIVER KNOWS THE RUN THOROUGHLY.

P. DRY RUNS MUST BE MADE FOR ALL SCHOOLS PRIOR TO OPENING SESSIONS IN SEPTEMBER AND JULY, ALSO WHENEVER A ROUTE CHANGES AFFECTING PICK-UP AND DROP-OFF SCHEDULES, PARENTS/GUARDIANS MUST BE NOTIFIED OF APPROXIMATE PICK-UP TIMES FOR THEIR CHILDREN. A LIST OF PARENT/GUARDIAN NOTIFICATION, WITH TIME, DATE AND SIGNATURE OF PERSON(S) NOTIFIED MUST BE SUBMITTED TO THE TMC FIVE BUSINESS DAYS PRIOR TO THE START OF THE SCHOOL YEAR. IN CASES WHERE DIRECT NOTIFICATION CANNOT BE MADE, TELEPHONE NOTIFICATION MUST BE MADE. THE TIME, DATE AND NAME OF THE PERSON (S) NOTIFIED WILL BE SUBMITTED AS ABOVE, SIGNED BY THE PERSON MAKING SAID NOTIFICATION.

Q. THE CONTRACTOR MUST CERTIFY THAT ALL DRIVERS ARE DRUG AND ALCOHOL FREE. DRUG AND ALCOHOL TESTING MUST BE ADMINISTERED TO ALL OPERATORS ON THE FOLLOWING BASIS: PRE-EMPLOYMENT, POST ACCIDENT, REASONABLE CAUSE AND RANDOM. THIS CERTIFICATION MUST BE SUBMITTED ON A FORM THAT IS MUTUALLY AGREED ON BY THE TMC AND THE CONTRACTOR.

R. BASELINE TUBERCULOSIS ASSESSMENT FOR PRE-EMPLOYMENT (BLOOD TEST) UNLESS PREVIOUSLY DOCUMENTED PREVIOUS POSITIVE TEST AND NEGATIVE CHEST X-RAY ON FILE. THEREAFTER, ANNUAL HEALTH SELF-ASSESSMENT THAT INCLUDES TB RISK ASSESSMENT AND SYMPTOM REVIEW SIGNED BY HEALTH CARE PROVIDER.

DUTIES AND CONDUCT OF DRIVERS

A. DRIVERS SHALL BE FAMILIAR WITH THE VEHICLE AND TRAFFIC LAW, REGULATIONS OF THE COMMISSIONER OF MOTOR VEHICLES AND REGULATIONS OF THE COMMISSIONER OF EDUCATION PERTAINING TO STUDENT TRANSPORTATION.

B. DRIVERS SHALL BE REQUIRED TO COOPERATE FULLY WITH THE DEPARTMENT/TMC IN ASSURING THAT STUDENTS SHALL COMPLY WITH DEPARTMENT/TMC STANDARDS OF BEHAVIOR AND SHALL REPORT DISCIPLINARY PROBLEMS PROMPTLY TO THE TMC MANAGEMENT OFFICE.

C. DRIVERS SHALL REPORT ALL ACCIDENTS, CHARGES OF MOTOR VEHICLE INFRACTIONS OR VIOLATIONS OR UNUSUAL SITUATIONS AND OR TRIP INTERRUPTIONS TO THE DEPARTMENT/TMC (ON APPROVED FORMS).

D. BUS DRIVERS SHALL WEAR A BUS UNIFORM WHICH MAY CONSIST OF A SHIRT, SWEATER OR JACKET.

E. BUS DRIVERS SHALL NOT SMOKE, EAT, DRINK ANY LIQUID, BE UNDER THE INFLUENCE OF A CONTROLLED SUBSTANCE OR MEDICATION, OR PERFORM ANY ACT, OR CONDUCT THEMSELVES IN ANY MANNER WHICH MAY IMPAIR THE SAFE OPERATION OF A VEHICLE WHILE SUCH VEHICLE IS TRANSPORTING STUDENTS.

F. ALL VEHICLES MUST BE SECURED IN A BUS YARD AT THE END OF EVERY ROUTE. NO BUSES ARE PERMITTED TO BE TAKEN HOME AT THE END OF THE DAY.

G. DRIVERS ARE REQUIRED TO BE IN THE BUS DURING THE LOADING AND UNLOADING OF PASSENGERS TO SUPERVISE SUCH LOADING AND UNLOADING. BUSES ARE NEVER TO BE LEFT UNATTENDED ON SCHOOL PROPERTY UNLESS THE IGNITION IS OFF, EMERGENCY BRAKE ON, BUS DOORS CLOSED AND IGNITION KEYS IN DRIVER'S POSSESSION AT ALL TIMES.

H. DRIVERS ARE REQUIRED TO CHECK ALL SEATS ON THE BUS EVERY TRIP, AFTER UNLOADING STUDENTS, TO ENSURE THAT CHILDREN OR ARTICLES HAVE NOT BEEN LEFT ON THE VEHICLE.

I. DRIVERS SHALL NOT DISEMBARK FROM THE SCHOOL BUS WHEN CHILDREN ARE INSIDE EXCEPT IN CASE OF EMERGENCY; AND IN SUCH CASE BEFORE LEAVING HIS/HER SEAT THE DRIVER SHALL STOP THE MOTOR, LEAVE THE TRANSMISSION IN PARK, SET THE AUXILIARY BRAKE AND REMOVE THE IGNITION KEY.

J. DRIVERS OR MONITORS ARE REQUIRED TO ASSIST CHILDREN WHILE EMBARKING AND DISEMBARKING FROM VEHICLE.

K. DRIVERS OR MONITORS ARE REQUIRED TO BUCKLE OR UNBUCKLE THE CHILDREN'S CAR SEATS AND/OR SEAT BELT.

L. DRIVERS SHALL ADMIT AND DISCHARGE ONLY AUTHORIZED PASSENGERS AND ONLY AT DESIGNATED BUS STOPS. THEY SHALL COOPERATE FULLY IN ALL STUDENT ACCOUNTING SYSTEMS ESTABLISHED BY THE DEPARTMENT/TMC. CHILDREN OF DRIVERS SHALL NOT BE PERMITTED TO RIDE BUSES UNLESS THEY ARE STUDENTS ASSIGNED TO THE PARTICULAR RUN.

M. DRIVERS AND/OR MONITORS WILL BE REQUIRED TO KEEP A SEATING CHART AND COMPLETE ACCURATE DAILY ATTENDANCE LOGS AS WELL AS TRANSPORTATION FORMS REGARDING MILEAGE, STUDENTS, TIMES BETWEEN STOPS AND ALL OTHER FORMS AT TIMES AS SHALL BE STIPULATED BY THE DEPARTMENT/TMC.

N. IF AT ANY TIME, THE CONTRACTOR USES A DRIVER, IN THE PERFORMANCE OF THIS CONTRACT, WHO HAS NOT BEEN APPROVED BY THE DEPARTMENT/TMC PRIOR TO THE START OF SERVICE, THE CONTRACTOR IS LIABLE IN THE SUM OF THREE HUNDRED DOLLARS ($300.00) FOR EACH RUN DRIVEN BY SAID DRIVER, IN ACCORDANCE WITH SECTION "LIQUIDATED DAMAGES".

O. A LEAD DRIVER OR LIASON SHALL BE APPOINTED BY THE CONTRACTOR AS THE POINT OF CONTACT FOR ALL COMMUNICATIONS WITH PROVIDER SCHOOLS FOR ALL SESSIONS.

DRIVER TRAINING

EACH BUS DRIVER EMPLOYED BY THE CONTRACTOR SHALL HAVE RECEIVED AT LEAST TWO HOURS OF INSTRUCTION ON SCHOOL BUS SAFETY PRACTICES, INCLUDING TRAINING AND SAFETY PRACTICES RELATED TO A PUBLIC HEALTH CONCERN (I.E. COVID). BEFORE TRANSPORTING STUDENTS. EACH DRIVER OF A VEHICLE TRANSPORTING HANDICAPPED STUDENTS EXCLUSIVELY WHO IS INITIALLY EMPLOYED SUBSEQUENT TO JANUARY 1, 1976, SHALL HAVE RECEIVED AN ADDITIONAL HOUR OF INSTRUCTION CONCERNING THE SPECIAL NEEDS OF A HANDICAPPED STUDENT. DURING THE FIRST YEAR OF EMPLOYMENT, EACH DRIVER SHALL COMPLETE A COURSE OF INSTRUCTION IN SCHOOL BUS SAFETY PRACTICES APPROVED BY THE DEPARTMENT, THAT SHALL INCLUDE TWO HOURS OF INSTRUCTION CONCERNING THE SPECIAL NEEDS OF A HANDICAPPED STUDENT WHICH MAY REQUIRE ALL DRIVERS AND MONITORS TO ATTEND TRAINING SEMINARS CONDUCTED BY EACH SCHOOL THEY SERVICE. ALL SCHOOL BUS DRIVERS SHALL RECEIVE A MINIMUM OF TWO HOURS OF REFRESHER INSTRUCTION IN SCHOOL BUS SAFETY AT LEAST TWO TIMES A YEAR, AT SESSIONS CONDUCTED PRIOR TO THE FIRST DAY OF SCHOOL AND PRIOR TO FEBRUARY 1ST OF EACH YEAR. REFRESHER COURSES FOR DRIVERS OF VEHICLES TRANSPORTING HANDICAPPED STUDENTS EXCLUSIVELY SHALL ALSO INCLUDE INSTRUCTION RELATING TO THE SPECIAL NEEDS OF A HANDICAPPED STUDENT. CONTRACTORS SHALL CONFORM TO ANY CHANGES MADE BY REGULATORY AGENCIES PERTAINING TO THE INSTRUCTION OF BUS DRIVERS, INCLUDING THE CDC AND NYSDOH.

DRIVERS/MONITORS/AIDES ASSIGNMENT

A. EACH SUCCESSFUL BIDDER SHALL SUBMIT TO THE TMC THE NAMES OF BUS DRIVERS/MONITORS/AIDES, AND THE ROUTE AND BUS NUMBER TO WHICH THEY HAVE BEEN ASSIGNED, PRIOR TO THE START OF SERVICE. THE TMC MUST MEET AND APPROVE EACH BUS DRIVER AND MONITOR.

B. MONITORS ARE REQUIRED ON EVERY ROUTE AND THE CONTRACTOR SHALL PROVIDE ALL MONITORS, ASSIGNED TO DEPARTMENT ROUTES, A TWO-HOUR SEMINAR WHICH WILL INCLUDE THE SUPERVISION OF HANDICAPPED CHILDREN. THIS SEMINAR MUST MEET THE APPROVAL OF THE DEPARTMENT/TMC AND INCLUDE TRAINING AND SAFETY PRACTICES RELATED TO A PUBLIC HEALTH CONCERN (I.E. COVID). THE MINIMUM AGE OF MONITORS SHALL BE 19 YEARS OLD.

C. ALL APPROVED MONITORS SHALL START THEIR ASSIGNED ROUTES WITH THE DRIVER AT THE YARD WHERE THE ROUTE ORIGINATES FROM.

D. IN THE EVENT THAT THE MONITOR/DRIVER TRAINING SEMINARS ARE INCREASED TO MORE THAN TWO HOURS, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT ALL MONITORS COMPLY WITH ADDITIONAL TRAINING. IN THE EVENT THAT SCHOOLS WITHIN THE PROGRAM HOLD DRIVER/MONITOR ORIENTATIONS, THE CONTRACTOR MUST COMPLY.

E. ALL DRIVERS/MONITORS/AIDES MUST BE FINGERPRINTED IN ACCORDANCE WITH LOCAL LAW 6-1995.

F. ALL DRIVERS/MONITORS/AIDES MUST BE GIVEN AN ANNUAL PHYSICAL UTILIZING THE SAME PROCEDURES AND FORMS REQUIRED FOR DRIVERS UNDER ARTICLE 19A.

G. BASELINE TUBERCULOSIS ASSESSMENT FOR PRE-EMPLOYMENT (BLOOD TEST) UNLESS PREVIOUSLY DOCUMENTED PREVIOUS POSITIVE TEST AND NEGATIVE CHEST X-RAY ON FILE. THEREAFTER, ANNUAL HEALTH SELF-ASSESSMENT THAT INCLUDES TB RISK ASSESSMENT AND SYMPTOM REVIEW SIGNED BY HEALTH CARE PROVIDER.

H. THE TMC MAY HAVE APPROXIMATELY TWO MEETING PER YEAR AND ALL DRIVERS/MONITORS/AIDES ARE REQUIRED TO ATTEND.

ROUTES

A. THE BUS ROUTES AND SCHEDULES, AS MAY BE DISCUSSED IN ANY PART OF THIS BID PROPOSAL OR IN ANY ITEMS INCORPORATED HEREIN, OR ATTACHED HERETO, ARE ONLY TENTATIVE AND THE TMC RESERVES THE RIGHT TO MAKE CHANGES, ADDITIONS, DELETIONS AT ANY TIME AS IT CONSIDERS IN THE BEST INTEREST OF THE STUDENTS SERVED BY THE COUNTY.

B. TRANSPORTATION OF PARENTS BY THE CONTRACTOR IS STRICTLY PROHIBITED, UNLESS SPECIFICALLY REQUESTED BY THE DEPARTMENT OF HEALTH.

C. THE CONTRACTOR WILL BE REQUIRED TO PREPARE DAILY BUS SCHEDULES, ROUTING DATA FORMS AND MONTHLY STUDENT ATTENDANCE REPORTS AS REQUIRED, IN ACCORDANCE WITH DIRECTIVES FROM THE TMC.

D. ADDITIONAL STUDENTS SHALL BE TRANSPORTED WITHIN 72 HOURS OF THE TIME THAT AUTHORIZATION HAS BEEN RECEIVED FROM THE TMC.

E. IN THE EVENT OF ROUTE CHANGES, THE CONTRACTOR WILL BE REQUIRED TO NOTIFY THE TMC, THE PARENTS AND SCHOOLS INVOLVED NO LESS THAN 24 HOURS PRIOR TO THE START OF SAID CHANGES, AND PROVIDE START DATE, PICK-UP TIME, ROUTE NO. AND BUS NO.

F. ROUTES SHOULD BE ESTABLISHED SO AS TO BE THE MOST EFFICIENT AND COST EFFECTIVE TO THE COUNTY WHILE STILL PROVIDING SAFE AND RELIABLE SERVICE.

G. ROUTES MAY BE STRUCTURED TO REQUIRE THE PICK-UP AND DROP-OFF OF STUDENTS AT MORE THAN ONE DESTINATION FACILITY.

H. CO-MINGLING OF STUDENTS FROM OTHER CONTRACTS IS PROHIBITED.

I. IN ADDITION, THE CONTRACTOR MUST PROVIDE AS REQUIRED BY THE TMC COMPUTER-GENERATED INFORMATION PERTAINING TO ALL CHILDREN AND ROUTES, INCLUDING STUDENT ALPHA LISTS BY NAME AND SCHOOL SHOWING NAME, ROUTE# (A.M. & P.M.) ADDRESS ETC. ROUTE LIST SHOWING NAME, P/U OR D/O LOCATIONS, DRIVER ASSIGNED ETC. AND ROUTE MAPS. THE FORMAT MUST BE APPROVED BY THE TMC. THE CONTRACTOR MUST INFORM THE TMC WHEN A CHILD IS NOT ON THE BUS FOR 5, 10, 15 AND 20 DAYS CONSECUTIVELY.

EQUIPMENT

EQUIPMENT USED FOR THIS CONTRACT MUST NOT BE MORE THAN SEVEN YEARS OLD DURING ANY SCHOOL YEAR. EXAMPLE; 2022/23 SCHOOL YEAR, 2015 VEHICLE, 2023/24 SCHOOL YEAR, 2016 VEHICLE ETC.

WHEN ORDERING EQUIPMENT FOR THIS CONTRACT THE EQUIPMENT VENDOR MUST CERTIFY IN WRITING THAT THE EQUIPMENT HAS BEEN ORDERED. IF THE ORDER IS CHANGED OR CANCELED THE VENDOR MUST NOTIFY THE TMC IMMEDIATELY.

THE CONTRACTOR SHALL PROVIDE TO THE TMC AS SOON AS POSSIBLE (BUT NOT LATER THAN AUGUST 1, 2026, A LIST OF THE VEHICLES TO BE USED TO FULFILL THE CONTRACT. THIS LIST SHALL BE REVISED, BY THE CONTRACTOR, DURING THE DURATION OF THE CONTRACT AS ROUTES ARE ADDED. SUCH LISTS SHALL INCLUDE MAKE, YEAR, AND APPROVED SEATING CAPACITY.

SHOULD THERE BE A NEED FOR INTERIM OR SUBSTITUTE EQUIPMENT AT ANY TIME DURING THE TERM OF THIS AGREEMENT, SUCH SUBSTITUTE EQUIPMENT MUST BE APPROVED BY THE TMC AND THE COUNTY PRIOR TO USE BY THE CONTRACTOR (VEHICLE SPECIFICATIONS).

VEHICLE SPECIFICATIONS

THE VANS AND WHEELCHAIR VANS USED IN THIS CONTRACT MUST BE MODEL YEAR 2019 OR NEWER, SEAT 12 ADULTS/16 CHILDREN (EXCEPT W/C VANS WHICH SHALL ACCOMMODATE 4 WHEELCHAIR AND A MINIMUM OF 4 AMBULATORY FORWARD FACING AND SHALL MEET OR EXCEED N.Y.S. DEPARTMENT OF TRANSPORTATION, FEDERAL, N.Y.S. EDUCATION COMMISSIONER, LOCAL AND COUNTY REQUIREMENTS.

ALL VEHICLES USED FOR THIS CONTRACT MUST HAVE A FRONT AND REAR AIR CONDITIONING SYSTEM OR A REAR AIR CONDITIONING SYSTEM WITH A/C DUCTS IN THE FRONT AND REAR OF THE VEHICLE FOR EQUAL DISTRIBUTION OF THE COLD AIR. THE SYSTEM USED MUST BE A TOTAL MINIMUM B.T.U.'S OF 38, 000 A/C SYSTEMS MUST BE FULLY OPERATIONAL FROM APRIL 1ST – NOVEMBER 1ST.

A. ALL VEHICLES TO BE USED AND ALL TRANSPORTATION OPERATIONS MUST COMPLY WITH THE REGULATIONS OF THE NEW YORK STATE DEPARTMENT OF EDUCATION, THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION, THE NEW YORK STATE DEPARTMENT OF MOTOR VEHICLES, AS WELL AS COMPLY WITH AND SATISFY ALL STATE OF NEW YORK AND LOCAL GOVERNMENTS THAT ARE DEEMED TO BE APPLICABLE TO THIS CONTRACT BY THE DEPARTMENT AND SHALL MEET ALL THE 1977 FEDERAL SAFETY STANDARDS AS REFLECTED IN TITLE 49 CODE OF FEDERAL REGULATIONS 571, AND SPECIFICALLY STANDARDS NO. 105,111, 217, 220, 221, 222A AND 301 AND IN LINE WITH GUIDANCE FROM THE CDC AND NYSDOH, MUST BE DISINFECTED AT A MININIMUM , AFTER EACH USE. SPARE VEHICLES AS

IDENTIFIED IN THE R.F.B. MUST ALSO COMPLY WITH THE ABOVE.

B. ALL BUSES MUST BE PAINTED NATIONAL SCHOOL BUS CHROME YELLOW.

C. ALL BUSES SHALL BE IDENTIFIED IN ACCORDANCE WITH EXISTING RULES, REGULATIONS AND LAWS OF THE STATE OF NEW YORK.

D. EVERY VEHICLE OPERATING UNDER THIS CONTRACT WILL CONFORM TO STATE DEPARTMENT OF TRANSPORTATION REGULATIONS AND CARRY AN APPROVED FIRST AID KIT INCLUDING BODY FLUID KIT AND GLOVES, FIRE EXTINGUISHER AND SEAT BELT CUTTER REGARDLESS OF VEHICLE CAPACITY.

E. VEHICLES USED TO FULFILL THIS CONTRACT SHALL HAVE ON THE RIGHT-SIDE PASSENGER WINDOW A SIGN CONTAINING THE ROUTE NUMBER OF THE BUS OR THE DESTINATION (HOME/SCHOOL) THAT THE BUS IS SERVING. SPECIFIC INSTRUCTIONS WILL BE GIVEN TO THE CONTRACTOR FOR EACH ROUTE BY THE TMC.

F. ALL VEHICLES (INCLUDING SPARES) MUST BE EQUIPPED WITH A FLAG SYSTEM OR ELECTRONIC NOTIFICATION SYSTEM THAT IDENTIFIES WHEN CHILDREN ARE ON BOARD AND WHEN THE BUS IS EMPTY. SUCH SYSTEM MUST BE APPROVED BY THE TMC PRIOR TO IMPLEMENTATION.

G. ALL VEHICLES MUST BE CLEAN INSIDE AND OUTSIDE. EXTERIORS MUST BE WASHED AT LEAST ONCE A WEEK AND INTERIORS SWEPT DAILY.

GPS ENABLED VEHICLE SYSTEM RECOMMENDED

A. ALL VEHICLES MUST BE EQUIPPED WITH A GPS (GLOBAL POSITIONING SYSTEM) ENABLED VEHICLE TRACKING SYSTEM. THIS SYSTEM SHOULD PROVIDE ACCURATE, HISTORICAL, REAL TIME VEHICLE LOCATION AND ROUTE DATA. THIS SYSTEM SHOULD HAVE THE ABILITY TO GENERATE REPORTS AS REQUESTED BY THE COUNTY OR THE TMC.

B. THE CONTRACTOR IS REQUIRED TO GIVE THE TMC FULL AND TOTAL REMOTE AUTHORIZED ACCESS TO THE GLOBAL POSITIONING SYSTEM FOR THE PURPOSE OF MONITORING VEHICLE MOVEMENTS IN REAL TIME. ACCESS TO THE GPS SYSTEM SHALL BE MAINTAINED BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE WITH NO ADDITIONAL COST TO THE COUNTY OR THE TMC.

VIDEO CAMERA SYSTEM

ALL VEHICLES MUST BE EQUIPPED WITH A VIDEO IMAGING SYSTEM AND WORKING AUDIO SYSTEM. THE SYSTEM WILL BE PLACED IN A POSITION THAT WILL RECORD IMAGES AND SOUND OF ALL ACTIVITY IN THE INTERIOR OF THE BUS CABIN AS WELL AS VIEWING THE ROADWAY AHEAD OF THE BUS (FORWARD FACING), WHEN THE BUS IS IN SERVICE. ALL RECORDINGS WILL BE STORED FOR 6 MONTHS AND KEPT AVAILABLE FOR VIEWING AND LISTENING AT THE REQUEST OF THE COUNTY OR THE TMC. THE VIDEO AND AUDIO RECORDING SYSTEM WILL BE MAINTAINED BY THE CONRTACTOR AT THE CONTRACTOR'S EXPENSE WITH NO ADDITIONAL COST TO THE COUNTY. IF A VIDEO IS REQUESTED, IT MUST BE SENT WITHIN 24 HOURS.

SPARE VEHICLES

A. ALL SPARE VEHICLES TO BE USED IN THE PERFORMANCE OF THE CONTRACT SHALL MEET THE VEHICLE SPECS AND REQUIREMENTS SET FORTH IN THIS BID.

B. SPARE VEHICLES IN THE AMOUNT OF 10% OF FLEET TOTAL SHALL BE PROVIDED TO ENSURE 100 PERCENT COVERAGE AT ALL TIMES, AND RESPONSE TIME OF NO MORE THAN 30 MINUTES IN THE EVENT OF BREAKDOWNS. THESE SPARE VEHICLES MUST BE THE SAME NEW MODEL YEAR AS THE DAILY FLEET.

VEHICLE BREAKDOWN AND ACCIDENTS

1. IN THE CASE OF A VEHICLE BREAKDOWN ON THE WAY TO THE DESTINATION FACILITY, THE DRIVER SHALL NOTIFY THE CONTRACTOR WHO, IN TURN, SHALL NOTIFY THE TMC IMMEDIATELY AND ALL PARENTS OF CHILDREN ON THAT ROUTE. IF THE BREAKDOWN OCCURS AFTER SCHOOL CLOSING TIME, THE CONTRACTOR IS TO NOTIFY THE TMC BY TELEPHONE OF THE DELAY AND ALL PARENTS OF CHILDREN REMAINING ON THE VEHICLE.

2. THE CONTRACTOR MAY NOT UNILATERALLY EXCLUDE A STUDENT FROM TRANSPORTATION.

3. EXCEPT IN AN EMERGENCY, OR WHEN SCHEDULED BY THE DEPARTMENT OR TMC, NO STUDENT WILL BE REQUIRED TO TRANSFER FROM ONE VEHICLE TO ANOTHER ON THE TRIP EITHER TO OR FROM THE DESTINATION FACILITY.

ALL ACCIDENTS INVOLVING STUDENTS ON A VEHICLE, OR IN BOARDING OR LEAVING A VEHICLE, AND ALL OTHER ACCIDENTS SHALL BE HANDLED AS FOLLOWS:

A. THE DRIVER WILL CALL DISPATCH AND DISPATCH WILL NOTIFY 911 AND REQUEST POLICE AND AMBULANCE SERVICE.

B. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY BY TELEPHONE, THE TMC OF THE LOCATION, EXTENT OF THE ACCIDENT, NAMES OF STUDENTS INVOLVED WITH A DESCRIPTION OF THEIR INJURIES, RUN NUMBER, BUS NUMBER AND SCHOOLS AFFECTED.

C. THE CONTRACTOR SHALL CONTACT PARENTS AND PROVIDE THEM WITH INFORMATION ON THEIR CHILDREN.

D. THE CONTRACTOR SHALL PREPARE ACCIDENT REPORTS FOR THE STATE DEPARTMENT OF MOTOR VEHICLES, STATE DEPARTMENT OF EDUCATION, MANAGEMENT OFFICE AND THEIR INSURANCE COMPANY, WITHIN 24 HOURS, USING APPROPRIATE FORMS.

SCHEDULING OF VEHICLES

THE CONTRACTOR SHALL PREPARE THE RUN TO BE TRAVELED BY EACH BUS AND THE TIME SCHEDULE BASED UPON THE AUTHORIZED STOPS PROVIDED TO THE CONTRACTOR BY THE DEPARTMENT OR THE TMC. THE CONTRACTOR SHALL SCHEDULE BUSES SO AS TO PROVIDE THE MOST EFFICIENT AND COST-EFFECTIVE UTILIZATION OF EACH VEHICLE.

EMERGENCY DRILLS ON SCHOOL BUSES

THE EMERGENCY DRILLS ON SCHOOL BUSES REQUIRED BY SECTION 3523 OF THE N.Y. STATE EDUCATION LAW SHALL INCLUDE PRACTICE AND INSTRUCTION IN THE LOCATION, USE AND OPERATION OF THE EMERGENCY DOOR, FIRE EXTINGUISHERS, AXE, FIRST AID EQUIPMENT AND WINDOWS AS A MEANS OF ESCAPE IN CASE OF FIRE OR ACCIDENT. THEY SHALL INCLUDE EMERGENCY SITUATIONS WHICH MIGHT RESULT FROM BOTH FIRE AND ACCIDENTS. SUCH INSTRUCTIONS AND THE CONDUCT OF THE DRILLS SHALL BE GIVEN BY THE CONTRACTOR AS REQUIRED BY LAW.

A MINIMUM OF THREE SUCH EMERGENCY DRILLS SHALL BE HELD ON EACH SCHOOL BUS AT EACH SCHOOL DURING THE SCHOOL YEAR; THE FIRST TO BE CONDUCTED DURING THE FIRST WEEK OF THE FALL TERM, THE SECOND PRIOR TO JANUARY 1ST AND THE THIRD PRIOR TO MAY 1ST.

NO EMERGENCY DRILLS SHALL BE CONDUCTED WHEN BUSES ARE ON ROUTES.

IN ORDER TO FACILITATE VARIOUS PROGRAMS OF BUS EMERGENCY DRILLS, THE CONTRACTOR SHALL SUPPLY, AT NO ADDITIONAL COST, VEHICLES AND DRIVERS TO BE AVAILABLE AT VARIOUS SCHOOL BUILDING LOCATIONS OUTSIDE OF THE REGULARLY SCHEDULED TIMES. THE CONTRACTOR SHALL CERTIFY TO THE DEPARTMENT/TMC ANNUALLY THAT CONTRACTOR HAS COMPLIED WITH THESE REGULATIONS.

CAR SEATS, SAFETY VESTS, WHEELCHAIR HOOKUPS AND HARNESSES

THE CONTRACTER SHALL PROVIDE ONE CAR SEAT OF APPROPRIATE SIZE, SAFETY VEST OR WHEELCHAIR HOOKUP, AS APPLICABLE, PER CHILD AS REQUESTED. ALL SUCH EQUIPMENT MUST MEET OR EXCEED ALL FEDERAL, STATE AND LOCAL LAWS. SHOULD THE NEED ARISE FOR A SPECIALIZED CAR SEAT, SAFETY VEST OR HARNESS PROVIDING SUCH SPECIALIZED EQUIPMENT SHALL BE THE RESPONSIBILITY OF THE PARENT. THE CONTRACTOR SHALL NOT USE A HARNESS WITHOUT THE AUTHORIZATION FROM THE COUNTY OR THE TMC.

IDENTIFICATION

DRIVERS AND MONITORS SHALL WEAR PHOTO IDENTIFICATION BADGES SUPPLIED BY THE CONTRACTOR.

FACILITIES AND MAINTENANCE

A. THE CONTRACTOR SHALL HAVE AN OPERATIONS FACILITY WITH (OR OBTAINED PRIOR TO AUGUST 1, 2021) SUFFICIENT STORAGE AND ACCESS TO MAINTENANCE FACILITIES WITH SUFFICIENT EQUIPMENT AND TRAINED PERSONNEL TO SATISFY THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION, OR ANY SUCCESSOR OR SUPERSEDING AGENCY REQUIREMENTS. THE FACILITIES SHALL BE SUBJECT TO PERIODIC INSPECTION AND APPROVAL BY THE TMC AND THE DEPARTMENT DURING THE PERIOD OF THE CONTRACT.

B. THE CONTRACTOR SHALL OPERATE A PROGRAM OF PREVENTATIVE MAINTENANCE FOR EVERY VEHICLE IN ACCORDANCE WITH N.Y. STATE DEPARTMENT OF TRANSPORTATION REQUIREMENTS AND WHICH MEETS THE APPROVAL OF THE DEPARTMENT/TMC AND SHALL MAINTAIN RECORDS AS EVIDENCE THAT THE VEHICLES ARE RECEIVING ACCEPTABLE PERIODIC MAINTENANCE.

C. THE CONTRACTOR WILL WITHDRAW FROM SERVICE ANY VEHICLE WHICH IN THE OPINION OF THE INSPECTORS OF THE TMC, PRESENTS A HAZARD TO THE SAFE TRANSPORTATION OF STUDENTS, AND REPLACE IT WITH A VEHICLE WHICH IN THE OPINION OF THE INSPECTORS MEETS THE SAFETY STANDARDS OF THIS CONTRACT FOR THE SAFE TRANSPORTATION OF STUDENTS.

D. BUSES MUST BE KEPT IN EXCELLENT MECHANICAL CONDITION AND MUST BE KEPT CLEAN BOTH INSIDE AND OUT, BUT SPECIFICATION OF THESE ITEMS DOES NOT EXCLUDE OTHER CRITERIA, WHICH MAY BE USED BY THE DEPARTMENT TO DETERMINE THE ACCEPTABILITY OF A BUS. IN ANY EVENT,

ALL BUSES SHALL BE OPEN TO INSPECTION BY THE DEPARTMENT/TMC, ITS AGENTS OR ITS DULY AUTHORIZED REPRESENTATIVES DURING SCHOOL HOURS OR AT REASONABLE TIMES WITHOUT APPOINTMENT.

E. ALL SEASON TIRES ARE TO BE PUT ON ALL VEHICLES. NO RE-GROOVED OR RECAPPED TIRES WILL BE ACCEPTED.

F. THE DEPARTMENT AND/OR THE TMC RESERVES THE RIGHT TO INSPECT, OR TO HAVE ITS AUTHORIZED REPRESENTATIVE INSPECT, THE CONTRACTOR'S MAINTENANCE RECORDS AND MAKE ANY OTHER CHECKS AND INSPECTIONS THE DEPARTMENT/TMC DEEMS ADVISABLE OR NECESSARY TO ASSURE MAXIMUM SAFETY AND EFFICIENT OPERATION OF THE CONTRACTOR'S EQUIPMENT.

G. THE FACILITY MUST INCLUDE THE DISPATCH AND MANAGEMENT STAFF REQUIRED FOR THIS CONTRACT AND HAVE A MINIMUM OF TWO DIRECT PRIVATE DISPATCH PHONES FOR THIS CONTRACT ONLY. IF THE CONTRACTOR USES MORE THAN ONE DISPATCH OFFICE, YARD LOCATION, AND ADDITIONAL DIRECT PRIVATE PHONE LINES WILL BE REQUIRED TO BE INSTALLED. ALL COSTS RELATED TO THE INSTALLATION, MAINTENANCE AND MONTHLY EXPENSE FOR SHALL BE PAID BY THE CONTRACTOR.

H. THE CONTRACTOR SHALL ABIDE BY THE REQUIREMENTS OF CONFIDENTIALITY OF CHILDERN'S RECORDS AS PROVIDED UNDER THE FAMILY EDUCATION RIGHT AND PRIVACY ACT (FERPA) AND THE INDIVIDUALS WITH DISABILITIES EDUCATION ACT (IDEA) WHEN DISSEMINATING INFORMATION TO DRIVERS AND DRIVER'S ASSISTANTS AND OTHER STAFF MEMBERS. THE CONTRACTOR SHALL ALSO PROVIDE THE NECESSARY TRAINING OR INSTRUCTION TO ALL THE APPROPRIATE PERSONNEL FOR RELATING TO THE CONFIDENTIALITY REQUIREMENTS. THE CONTRACTOR SHALL COMPLY WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA).

I. THE BIDDER MUST POSSESS AND DEMONSTRATE FACILITIES, KNOWLEDGE, AND CAPABILITIES TO SATISFY ALL NEW YORK STATE DEPARTMENT OF TRANSPORTATION RULES, REGULATIONS AND VEHICLE INSPECTION REQUIREMENTS. THE BIDDER SHALL PROVIDE A COPY OF THEIR NYS DOT BUSNET SUMMARY AND PROFILE (WHICH MUST BE 90% OR HIGHER) FOR THE ENTIRE COMPANY FOR THE PREVIOUS THREE YEARS AS PART OF THEIR BID PACKAGE. THE SUCCESSFUL BIDDER SHALL PROVIDE THE COUNTY AND/OR THE TMC WITH THE BUSNET REPORTS EVERY THREE MONTHS THEREAFTER OR UPON REQUEST.

J. THE CONTRACTOR MUST PROVIDE AND MAINTAIN A FULL-TIME, ON-SITE TERMINAL MANAGER AND A FULL-TIME DISPATCHER WITH RESPONSIBILITY FOR SCHEDULING, ROUTING AND ON-ROAD SAFETY REVIEW AND SUPERVISE THE WORK CONTRACTED FOR.

K. THE CONTRACTOR MUST HAVE ALL THE NECESSARY PERMITS AND CERTIFICATES OF OCCUPANCY FOR THE BUS YARDS AND MUST COMPLY WITH ALL ENVIRONMENTAL REQUIREMENTS.

L. THE BIDDER SHALL SUBMIT, AT THE TIME OF THE INTIAL BID AND IF SUCCESSFUL, FOR EACH CONTRACT YEAR THEREAFTER, A COPY OF ITS MOST RECENT AFFIDAVITS OF COMPLIANCE (DS-3) IN ACCORDANCE WITH ARTICLE 19-A OF THE VTL.

EXPERIENCE

THE BIDDER SHALL, TOGETHER WITH HIS BID, FURNISH A STATEMENT INDICATING THE EXTENT AND TYPE OF SCHOOL BUS TRANSPORTATION OR OTHER KINDS OF BUS TRANSPORTATION EXPERIENCE AND ALSO SUBMIT AS REFERENCES THE NAMES OF SCHOOL DISTRICTS AND PRIVATE AND PAROCHIAL SCHOOLS PREVIOUSLY OR PRESENTLY SERVED, AS WELL AS THE DATES OF SUCH SERVICES WHICH HE MAY HAVE PROVIDED.

THE BIDDER MUST HAVE A MINIMUM OF 10 YEARS EXPERIENCE IN PROVIDING SPECIAL EDUCATION TRANSPORTATION FOR BIRTH TO FIVE YEAR OLDS WITH A CONTRACT EQUAL TO OR GREATER THAN THE TOTAL NUMBER OF VEHICLES LISTED IN THE ZONE BID.

INTERRUPTION OF SERVICE/FORCE MAJEURE

IN THE EVENT OF AN INTERRUPTION OF SERVICE CAUSED BY CONTRACTOR, ITS AGENTS OR ITS EMPLOYEES, THE COUNTY SHALL HAVE THE RIGHT TO SECURE SUCH OTHER TRANSPORTATION AS MAY BE NECESSARY. INTERRUPTION OF SERVICE SHALL BE DEEMED TO INCLUDE STRIKES. IF THE COST TO THE COUNTY FOR SECURING ALTERNATIVE SERVICE SHALL EXCEED THE AGREEMENT COST THAT WOULD OTHERWISE BE PAYABLE TO CONTRACTOR HEREUNDER, THE EXCESS SHALL BE CHARGED TO CONTRACTOR; ANY DAMAGES TO COUNTY SHALL BE COMPUTED AS PER THIS AGREEMENT IF OTHER TRANSPORTATION CANNOT BE SECURED.

CANCELLATION OF CONTRACT

FAILURE TO ADHERE TO AND COMPLY WITH THE TERMS OF THIS CONTRACT WILL BE CAUSE FOR CANCELLATION UPON 30 DAYS WRITTEN NOTICE BY THE COUNTY TO THE CONTRACTOR. SAID NOTICE SHOULD BE GIVEN BY CERTIFIED MAIL. THE ORIGINAL CONTRACTOR WILL INDEMNIFY THE COUNTY FOR ANY AND ALL COST INCURRED IN SECURING A NEW CONTRACT.

PAYMENT OF CLAIMS

A. ALL STANDARD COUNTY CLAIM VOUCHER FORMS, CERTIFIED TO BY THE CONTRACTOR AND SUPPORTED BY DETAILED STATEMENT WHICH INCLUDE UP-TO-DATE ROUTE SHEETS FOR EACH VEHICLE AND THE NAMES OF THE CHILDREN TRANSPORTED ON EACH BEHICLE, SHALL BE SUBMITTED MONTHLY BY CONTRACTOR TO THE TMC. FEE CHARGES SHALL BE IN ACCORDANCE WITH THE BID PRICES ATTACHED HERETO. ADDITIONAL SUPPORTING INFORMATION MAY BE REQUIRED FROM TIME TO TIME.

B. PAYMENT WILL BE MADE BY THE COUNTY MONTHLY IN ARREARS UPON AUDIT AND APPROVAL OF THE CLAIM VOUCHER FORMS BY DEPARTMENT AND THE OFFICE OF THE COMPTROLLER OF THE COUNTY. PAYMENT OF CLAIM VOUCHERS SUBMITTED FOR PAYMENT WITH INCOMPLETE DOCUMENTATION WILL BE DELAYED AND THE CLAIM VOUCHERS RETURNED TO THE CONTRACTOR FOR AMENDMENT.

C. IN THE EVENT THAT THE DEPARTMENT DEEMS IT NECESSARY TO DECREASE OR INCREASE THE NUMBER OF BUSES USED, THE COST OF THE CONTRACT WILL BE INCREASED OR DECREASED ACCORDINGLY BY $1/10^{th}$ (10 PERCENT OF THE YEARLY PRICE) FOR EACH WHOLE CALENDAR MONTH REMAINING ON THE SCHOOL YEAR FOR WHICH THE BUS IS USED, PLUS (IF NECESSARY), $1/180^{th}$ OF THE YEARLY PRICE FOR EACH DAY THAT SCHOOL IS IN SESSION FOR THE REMAINDER OF THE THEN CURRENT MONTH IN WHICH THE CHANGE WAS EFFECTED.

D. IN THE EVENT OF A CATASTROPHIC EVENT WHICH CAUSES AN INTERRUPTION OF TRANSPORTATION SERVICE FOR MORE THAN 17.5 CONSECUTIVE SCHOOL DAYS WITHIN A MONTH'S TIMEFRAME, THE CONTRACTOR WILL BE REIMBURSED FOR ITS FIXED COSTS ONLY, WHICH WILL BE 35% OF THE PREVIOUS MONTH OF SERVICE.

COPIES OF LAWS

THE CONTRACTOR SHALL ACQUIRE AND MAINTAIN COPIES OF ALL LAWS, RULES AND REGULATIONS OF ALL AGENCIES FEDERAL, STATE OR LOCAL WHICH ARE CONCERNED WITH THE OPERATION AND MAINTENANCE OF SCHOOL BUSES AND THE TRANSPORTATION OF CHILDERN WITH DISABILITIES FROM BIRTH THROUGH FIVE.

CONTRACT NON-ASSIGNABLE

THE CONTRACT FOR TRANSPORTATION OR ANY RIGHT, TITLE, OR INTEREST THEREIN MAY NOT BE ASSIGNED BY THE CONTRACTOR WITHOUT THE APPROVAL OF THE COUNTY. THE CONTRACTOR MAY NOT ENGAGE

SUBCONTRACTORS, HIRE OTHERS TO PERFORM ALL OR PART OF ITS AGREEMENT, NOR OTHERWISE DELEGATE ITS OBLIGATIONS TO PERFORM UNDER THE CONTRACT, UNLESS APPROVED BY THE COUNTY.

RADIO EQUIPMENT

A. TWO WAY RADIO SYSTEM SHALL BE REQUIRED, WITH EVERY VEHICLE (INCLUDING SPARE VEHICLES) HAVING A WORKING TWO WAY RADIO AT ALL TIMES. RADIOS SHALL BE PROVIDED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE DEPARTMENT (SUCH RADIOS SHALL BE RETURNED TO THE CONTRACTOR AT THE END OF THE CONTRACT). RADIO SYSTEM SHALL BE OBTAINED AND MAINTAINED BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE.

B. TWO-WAY RADIOS WILL BE APPROVED AND LICENSED BY THE F.C.C., OPERATED ON ASSIGNED FREQUENCIES AND HAVE SUCH RANGE THAT THE BASE STATION CAN CONTACT ANY VEHICLE ANYWHERE WITHIN THE LIMITS OF THE OPERATING AREA. CITIZEN BAND (CB) RADIOES OR CELLULAR TELEPHONES MAY NOT BE USED IN PLACE OF TWO-WAY APPROVED RADIOS.

C. DRIVERS SHALL REMAIN IN RADIO CONTACT WITH THE DISPATCHER'S OFFICE AT ALL TIMES WHEN BUSES ARE IN SERVICE.

RECORDS AND AUDIT

CONTRACTOR SHALL MAINTAIN FULL AND COMPLETE BOOKS AND RECORDS OF ACCOUNT IN ACCORDANCE WITH ACCEPTED ACCOUNTING PRACTICES AND SUCH OTHER RECORDS AS MAY BE PRESCRIBED BY THE DEPARTMENT AND COMPTROLLER OF THE COUNTY OF NASSAU. SUCH BOOKS AND RECORDS SHALL BE RETAINED BY CONTRACTOR FOR A PERIOD OF SIX YEARS FROM THE DATE OF FINAL PAYMENT UNDER THIS AGREEMENT AND SHALL AT ALL REASONABLE TIMES BE AVAILABLE FOR AUDIT AND INSPECTION BY THE DEPARTMENT, THE COMPTROLLER OF THE COUNTY OF NASSAU AND THE NEW YORK STATE DEPARTMENT OF AUDIT AND CONTROL.

LIQUIDATED DAMAGES

A. IN VIEW OF THE DIFFICULTY OF ASCERTAINING THE LOSS WHICH THE COUNTY WOULD SUFFER BY REASON OF THESE DEFAULTS ON THE PART OF THE CONTRACTOR, THE FOLLOWING SUMS ARE HEREBY AGREED UPON, FIXED AND DETERMINED BY THE PARTIES HERETO AS THE LIQUIDATED DAMAGES THE COUNTY WILL SUFFER BY REASON OF SAID VIOLATION OF CONTRACT AND NOT BY WAY OF PENALTY, AND SUCH LIQUIDATED DAMAGES MAY BE IMPOSED UPON THE FINDING OF THE COUNTY AND/OR THE TMC ITS DESIGNEE THAT A CONTRACT PROVISION HAS BEEN VIOLATED.

B. VIOLATIONS SHALL BE REVIEWED MONTHLY BY THE TMC AND A REPRESENTATIVE OF THE CONTRACTOR. SHOULD A DISPUTE ARISE AS TO THE ASSESSMENT OF A VIOLATION(S), THE MATTER WILL BE ARBITRATED BY A REPRESENTATIVE OF THE DEPARTMENT OF HEALTH, WHOSE DECISION SHALL BE FINAL AND BINDING.

C. A $1,000.00 DOLLAR FINE WILL BE ASSESSED FOR EACH OCCURRENCE OF A CHILD BEING LEFT UNATTENDED ON A VEHICLE. THE COUNTY RESERVES THE RIGHT TO CANCEL THE CONTRACT IF A CHILD IS LEFT UNATTENDED ON A VEHICLE.

D. LIQUIDATED DAMAGES MAY BE ASSESSED FOR EVERY VEHICLE, FOR EVERY DAY, AND FOR EVERY INSTANCE OF THE VIOLATION IN THE AMOUNTS NOTED BELOW. THE COST PER BUS PER DAY SHALL BE DEDUCTED FROM SUBSEQUENT PAYMENTS DUE THE CONTRACTOR FOR EACH DAY EACH OF THE FOLLOWING VIOLATIONS OF THE CONTRACT OCCURS:

FAILURE TO PROVIDE SERVICES ON A DAY ON WHICH SCHOOLS ARE REQUIRED TO BE OPEN BY THE OFFICIAL SCHOOL CALENDARS.

FAILURE TO CONFORM TO THE ARRIVAL AND DISMISSAL SCHEDULES OF THE SCHOOLS SERVICED, AS NOTIFIED BY THE DEPARTMENT/TMC.
FAILURE TO ADHERE TO ANY SPECIAL SCHEDULES, OR SHORTENED AND LENGTHENED SCHEDULES, OF THE SCHOOLS SERVICES.

FAILURE TO PROVIDE ALL THE VEHICLES NECESSARY TO DO ALL OF THE WORK CONTRACTED FOR.

FAILURE TO COMPLY WITH THE REGULATIONS OF THE NEW YORK STATE DEPARTMENT OF EDUCATION, TRANSPORTATION AND MOTOR VEHICLES AS WELL AS WITH ANY AND ALL LAWS AND REGULATIONS OF ANY AGENCY OF THE FEDERAL GOVERNMENT, STATE OF NEW YORK, CITY OF NEW YORK OR COUNTY OF NASSAU.

FAILURE TO COMPLY WITH THE VEHICLE STANDARDS AS SET FORTH IN THIS CONTRACT.

FAILURE OF ANY VEHICLE TO HAVE A CURRENT AND EFFECTIVE DEPARTMENT OF TRANSPORTATION CERTIFICATION.

ASSIGNMENT OF DEPARTMENT WORK TO ANY DRIVER/MONITOR/AIDES DISQUALIFIED BY THE DEPARTMENT OR THE TMC.

EACH TIME AN OPERATOR IS FOUND GUILTY OF COMMITTING A MOVING VIOLATION OF THE NEW YORK STATE VEHICLE AND TRAFFIC LAW WHILE TRANSPORTING STUDENTS UNDER THIS CONTRACT.

EACH TIME A DRIVER ALLOWS A STUDENT TO ENTER OR LEAVE THE VEHICLE WHILE IT IS IN MOTION.

EXCLUSION OF ANY STUDENT FROM A RUN BY THE CONTRACTOR OR THE DRIVER.

EACH TIME A DRIVER IS FOUND TO USE CORPORAL PUNISHMENT ON A STUDENT. IN ADDITION, DRIVER WILL BE DISMISSED IMMEDIATELY.

EACH TIME THAT STUDENTS ARE LEFT UNATTENDED ON A VEHICLE, EXCEPT IN AN EMERGENCY.

FAILURE TO FOLLOW PROCEDURES FOR REPORTING OF ACCIDENTS AS SET FORTH IN THE CONTRACT.

FAILURE TO SUBMIT ATTENDANCE REPORTS TO THE TMC.

FAILURE TO REPORT IMMEDIATELY TO THE PRINCIPAL, THE DEPARTMENT OR THE TMC ANY INCIDENT INVOLVING PHYSICAL HARM.

E. ONE-HALF OF THE COST PER BUS, PER DAY SHALL BE DEDUCTED FROM SUBSEQUENT PAYMENTS DUE THE CONTRACTOR FOR EACH DAY EACH OF THE FOLLOWING VIOLATIONS OF THE CONTRACT OCCURS:

FAILURE OF THE CONTRACTOR TO HAVE THE ABILITY TO DISPATCH SPARE VEHICLES

PROMPTLY.

FAILURE OF THE CONTRACTOR TO ENSURE DIRECT TELEPHONE ACCESS TO THE CONTRACTOR'S GARAGE FROM 10 MINUTES BEFORE THE TIME THE FIRST VEHICLE LEAVES THE GARAGE IN THE MORNING UNTIL THE LAST VEHICLES RETURNS TO THE GARAGE IN THE AFTERNOON, AND TO HAVE AVAILABLE A RESPONSIBLE PERSON WHO CAN GIVE INFORMATION ON THE STATUS OF EACH VEHICLE AND THE STUDENTS ASSIGNED TO EACH RUN.

FAILURE OF THE CONTRACTOR TO PROVIDE TO THE DEPARTMENT AND THE TMC THE NAME AND PHONE NUMBER OF A RESPONSIBLE PERSON AVAILABLE AFTER 5 PM (OR NORMAL BUSINESS HOURS) WHO MAY BE CONTACTED IN THE EVENT OF AN EMERGENCY.

FAILURE OF THE CONTRACTOR TO HAVE SUFFICIENT STORAGE AND ACCESS TO MAINTENANCE FACILITIES WITH SUFFICIENT EQUIPMENT AND TRAINED PERSONNEL TO SATISFY THE COUNTY AND STATE OF NEW YORK DEPARTMENT OF TRANSPORTATION REQUIREMENTS.

FAILURE OF THE CONTRACTOR TO OPERATE A PROGRAM OF PREVENTIVE MAINTENANCE FOR EVERY VEHICLE IN ACCORDANCE WITH THE DEPARTMENT OF TRANSPORTATION REQUIREMENTS AND WHICH MEETS THE APPROVAL OF THE DEPARTMENT AND THE TMC.

FAILURE OF THE CONTRACTOR TO MAINTAIN ACCEPTABLE RECORDS AS EVIDENCE THAT THE VEHICLES ARE RECEIVING PERIODIC MAINTENANCE IN ACCORDANCE WITH DEPARTMENT OF TRANSPORTATION AND DEPARTMENT REQUIREMENTS.

FAILURE OF ANY DRIVER TO MEET ANY OF THE VEHICLE DRIVER REQUIREMENTS SET FORTH IN THE CONTRACT.

EACH DRIVER PROVIDING SERVICE PURSUANT TO THIS CONTRACT FOR WHOM THE REQUIRED MEDICAL CERTIFICATE, FINGERPRINT RECORD, DRIVING RECORD (ABSTRACT), REFERENCE LETTERS AND APPLICATIONS FOR EMPLOYMENT WERE NOT SUBMITTED TO AND APPROVED BY THE DEPARTMENT AND THE TMC.

EACH DRIVER WHO HAS NOT RECEIVED THE PROPER TRAINING, INSTRUCTION AND/OR REFRESHER COURSES AS SPECIFIED HEREIN WITHIN THE TIME PERIOD AGREED UPON BY THE DEPARTMENT AND CONTRACTOR.

EACH VEHICLE TRANSPORTING A GREATER NUMBER OF STUDENTS THAN THE VEHICLE'S PERMISSIBLE STUDENT CAPACITY.

FAILURE OF THE DRIVER TO WAIT AT THE PICKUP POINT UNTIL THE SCHEDULED PICKUP TIME, IF HE/SHE HAS ARRIVED EARLY.

EACH UNAUTHORIZED TRANSFER OF A STUDENT FROM ONE VEHICLE TO ANOTHER VEHICLE EITHER ON THE TRIP TO THE DESTINATION FACILITY OR ON THE HOMEWARD TRIP.

EACH TIME A DRIVER ALLOWS STUDENTS TO THRUST ANY PART OF THEIR BODIES OUT OF OPEN WINDOWS OF THE VEHICLES.

FAILURE OF A DRIVER TO BE FAMILIAR WITH THE VEHICLE AND TRAFFIC LAWS, REGULATIONS OF THE COMMISSIONER OF MOTOR VEHICLES AND REGULATIONS OF THE STATE COMMISSIONER OF EDUCATION PERTAINING TO STUDENT TRANSPORTATION.

FAILURE OF THE DRIVER TO HAVE ON HIS OR HER PERSON AN APPROPRIATE OPERATOR'S LICENSE.

FAILURE TO HAVE AVAILABLE THE MINIMUM NUMBER OF SPARE VEHICLES AS REQUIRED BY THE CONTRACT.

FAILURE TO PROVIDE NEW SERVICE TO A STUDENT WITHIN THE 72 HOURS DESCRIBED WITHIN.

EACH TIME A VEHICLE ARRIVES AFTER THE TIME A SESSION IS DUE TO START.

EACH TIME THE OPERATOR REQUIRES A SCHOOL TO DISMISS STUDENTS PRIOR TO THE NORMAL CLOSE OF THE SCHOOL SESSION EXCEPT WHERE AUTHORIZED BY THE DEPARTMENT OR THE TMC.

FAILURE TO COMPLY WITH CHANGES IN THE RUN INCLUDING ADDITIONS OR DELETIONS OF STOPS.

ALTERING THE RUN SCHEDULE OR PICKUP SEQUENCE OF THE RUN WITHOUT NOTIFYING THE DEPARTMENT, THE TMC, SCHOOL PRINCIPAL AND PARENTS.

FAILURE TO SERVICE EACH DESIGNATED STOP IN EACH RUN.

EACH TIME A DRIVER PERFORMS A STUDENT PICKUP OR DROP-OFF AT A DEAD-END STREET, LOOP STREET, OR CUL-DE-SAC.

F. ONE-THIRD THE COST OF THE VEHICLE PER DAY SHALL BE DEDUCTED FROM SUBSEQUENT PAYMENTS DUE TO THE CONTRACTOR FOR EACH DAY EACH OF THE FOLLOWING VIOLATIONS OF THE CONTRACT OCCURS:

EACH VEHICLE WITH AN OPERATOR NOT WEARING OR VISIBLY DISPLAYING AN IDENTIFICATION BADGE WITH THE REQUIRED INFORMATION.

EACH OPERATOR WHO FAILS TO ASSIST IN CONDUCTING OF AN EMERGENCY DRILL.

FAILURE TO INFORM THE PRINCIPAL OR HIS/HER DESIGNEE THAT STUDENT'S PICKUP TIMES AND DROP OFF TIMES WILL BE CHANGED BECAUSE OF AN ADDITION OR DELETION OF STOPS OR OTHER REVISIONS TO A RUN.

FAILURE TO NOTIFY THE SCHOOL AND THE TMC IMMEDIATELY OF A BREAKDOWN ON THE WAY TO AND FROM SCHOOL.

MAKING A STOP AT AN UNAUTHORIZED LOCATION.

FAILURE TO DISPLAY THE RUN NUMBER INSIDE THE SIDE FRONT WINDOWS OF THE VEHICLE SO THAT IT CAN CLEARLY BE SEEN FROM A DISTANCE OF NOT LESS THAN 15 FEET.

FAILURE TO KEEP THE INTERIOR OF A VEHICLE CLEAN.

FAILURE TO WASH THE EXTERIOR OF EACH VEHICLE WEEKLY OR TO KEEP IT CLEAN.

EACH TIME A VEHICLE IS OPERATED IN THE PERFORMANCE OF THIS CONTRACT WITHOUT BEING EQUIPPED WITH AN APPROPRIATE FIRE EXTINGUISHER, FLARES OR FIRE BLANKET.

EACH TIME A VEHICLE IS OPERATED IN THE PERFORMANCE OF THIS CONTRACT WITHOUT BEING EQUIPPED WITH AN APPROPRIATE FIRST AID KIT ALONG WITH BODY FLUID KIT AND GLOVES AND SEAT BELT CUTTER.

FAILURE TO SHUT OFF THE MOTOR, TO REMOVE THE IGNITION KEY, SET THE BRAKES AND TURN THE WHEELS TO THE CURB WHEN THE DRIVER LEAVES A PARKED VEHICLE.

ANYTIME PASSENGERS OTHER THAN STUDENTS ASSIGNED BY THE DEPARTMENT/TMC ARE CARRIED IN VEHICLES USED IN THIS CONTRACT EXCEPT AS AUTHORIZED BY THE DEPARTMENT.

ANY OTHER VIOLATION OF THE CONTRACT WHATSOEVER FOR WHICH NO SPECIFIED LIQUIDATED DAMAGES ARE LISTED.

EACH TIME A VEHICLE IS OPERATED WITHOUT A FUNCTIONING VIDEO IMAGING AND AUDIO SYSTEM THAT RECORDS BOTH THE INTERIOR OF THE BUS CABIN AND THE FORWARD ROADWAY WHILE IN SERVICE.

FAILURE TO MAINTAIN FOR A MINIMUM OF SIX (6) MONTHS AND MADE AVAILABLE WITHIN 24 HOURS UPON REQUEST BY THE COUNTY AND/ OR THE TMC.

NOTHING HEREIN SHALL LIMIT THE RIGHT OF THE DEPARTMENT TO DECLARE THE CONTRACTOR IN DEFAULT OF THE CONTRACT IN ADVANCE OR, IN LIEU OF, OR IN ADDITION TO THE ASSESSMENT OF LIQUIDATED DAMAGES

NIFA Nassau County Interim Finance Authority

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

1. Vendor: We Transport Inc

2. Amount requiring NIFA approval: $20,000,000.00

Amount to be encumbered: $3,000,000.00

Slip Type: 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: 08/01/2026 to 07/31/2029

Has work or services on this contract commenced? No

If yes, please explain:

4. Funding Source:

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

Federal %	
State %	59.5
County %	40.5

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

Preschool Special Education Bus Transportation - Contract with bus companies to safely and reliably transport preschool children to and from their educational programs

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

Nassau County Attorney as to form	Yes
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	Posting Date	Amount Added in Prior 12 Months

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 03/30/2026

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.

BRUCE A. BLAKEMAN
NASSAU COUNTY EXECUTIVE

IRINA GELMAN, DPM, PhD, MPH
Commissioner of Health

BOARD OF HEALTH
Ellen J. Braunstein, MD, Chair
Anthony J. Battista, MD, Vice-Chair
Paul A. Pipia, MD
John R. Zaso, DO
Rizwan Qureshi

NASSAU COUNTY DEPARTMENT OF HEALTH

Inter-Departmental Memo

To:	Robert Cleary, Chief Compliance Officer, Nassau County, NY
From:	Daniel Naftol, Department Chief Contract Officer, Department of Health
Date:	April 17, 2025
Cc:	Deneen Jenkins, Fiscal Director, Department of Health
	Shelly Schecter, Director of Maternal & Child Health Services, Department of Health
Subject:	We Transport

This memo addresses the discovery of "Adverse Information", related to We Transport, which was discovered by the Office of the Inspector General (OIG) during their Purchase Order review and due diligence process.

The OIG identified an incident involving one of We Transport's parent companies, Van Pool Transportation, that was not disclosed in their disclosure forms. I have reviewed this information and find We Transport to be a responsible vendor for this award. Accordingly, the Nassau County Department of Health does not believe this will impact their existing Purchase Order or this new contract award.

Attached as reference is a summary of the issue identified along with the corrective action.

Daniel Naftol
Nassau County Department of Health
Fiscal Department
dnaftol@nassaucountyny.gov
Phone: (516) 227-8598

We Transport
Adverse Information Finding and Corrective Actions

The Office of the Inspector General (OIG) had the following finding with respect to a parent company of We Transport (Van Pool Transportation):

- 2024 assault by Van Pool Transportation (the vendor's parent company) employees on a child riding in their vehicle. Criminal charges were filed against the employees and a civil suit against the company
    - With respect to the extremely unfortunate incident involving Judy M. Cubin and William Kane. Judy Cubin and William Kane are still litigating criminal charges. Both individuals have had their employment terminated. Van Pool was not criminally charged but did partake in a related civil case that has since been settled between the parties in 2025.

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?

Electronically signed and certified at the date and time indicated by:
Erin Sharkey [ERINS@WETRANSPORT.COM]

Dated: 02/02/2026 12:01:44 pm

Vendor: We Transport Inc

Title: Customer Account Manager

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: 02/11/2026

1) Proposer's Legal Name: WE Transport Inc

2) Address of Place of Business: 75 commercial Street

City: Plainview State/Province/ Territory: NY Zip/Postal Code: 11803

Country: US

3) Mailing Address (if different): 75 commercial Street

City: Plainview State/Province/ Territory: NY Zip/Postal Code: 11803

Country: US

Phone: (516) 349-8200

Does the business own or rent its facilities? Both If other, please provide details:

4) Dun and Bradstreet number: [redacted]

5) Federal I.D. Number: [redacted]

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?
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:

Please see attached chart

1 File(s) uploaded: Van Pool Affiliate Chart.pdf

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 conflicts exist.

(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 conflicts exist.

(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 conflicts exist.

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.

To avoid conflict with the county, We Transport will not hire any Nassau county workers during the time we service the contract. If a situation arises in the future We Transport Inc will reach out to Nassau County to make them aware.

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;
04/21/1959

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

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

iv) State of incorporation (if applicable);
NY

v) The number of employees in the firm;
3047

vi) Annual revenue of firm;
39500000

vii) Summary of relevant accomplishments
Been transporting children for over 50 years

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

B. Indicate number of years in business.
59

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

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	East Meadow School District		
Contact Person	Lisa Million		
Address	718 The Plain Rd		
City	East Meadow	State/Province/Territory	NY
Country	US		
Telephone	(516) 478-5117		
Fax #			
E-Mail Address	LMillon@emufsd.us		

Company Bellmore Merrick Central School District

Contact Person	Ann Kaprat		
Address	1260 Meadowbrook Rd		
City	Merrick	State/Province/Territory	NY
Country	US		
Telephone	(516) 992-1025		
Fax #			
E-Mail Address	Akaprat@bellmore-merrick.k12.ny.us		

Company	Smithtown District		
Contact Person	Mary Augugliaro		
Address	26 New York Ave		
City	Smithtown	State/Province/Territory	NY
Country	US		
Telephone	(631) 382-4100		
Fax #			
E-Mail Address	maugugliaro@smithtown.k12.ny.us		

I, Erin Sharkey , 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, Erin Sharkey , 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

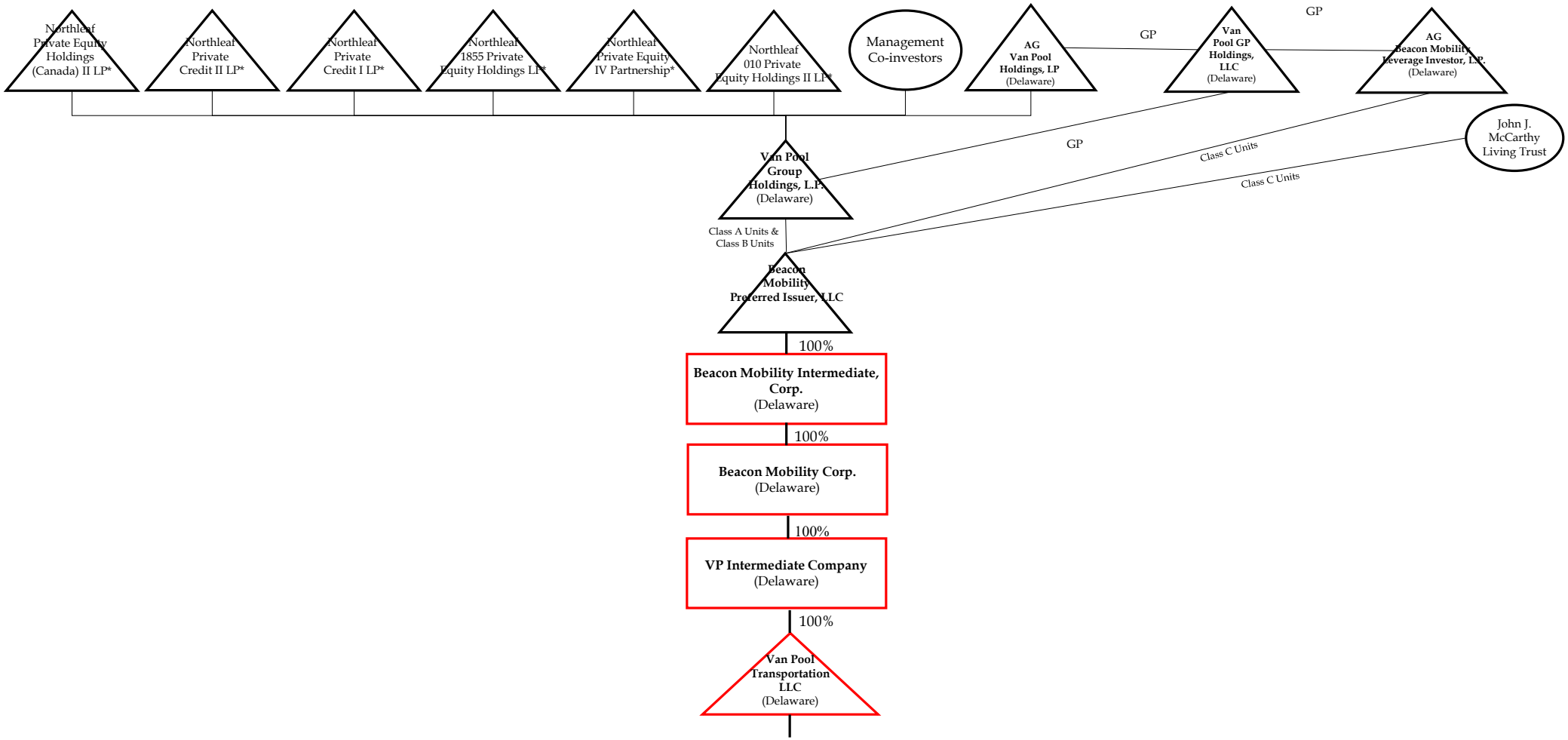
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Name of submitting business: We Transport Inc

Electronically signed and certified at the date and time indicated by:
Erin Sharkey ERINS@WETRANSPORT.COM

Customer Account Manager
Title

04/10/2026
Date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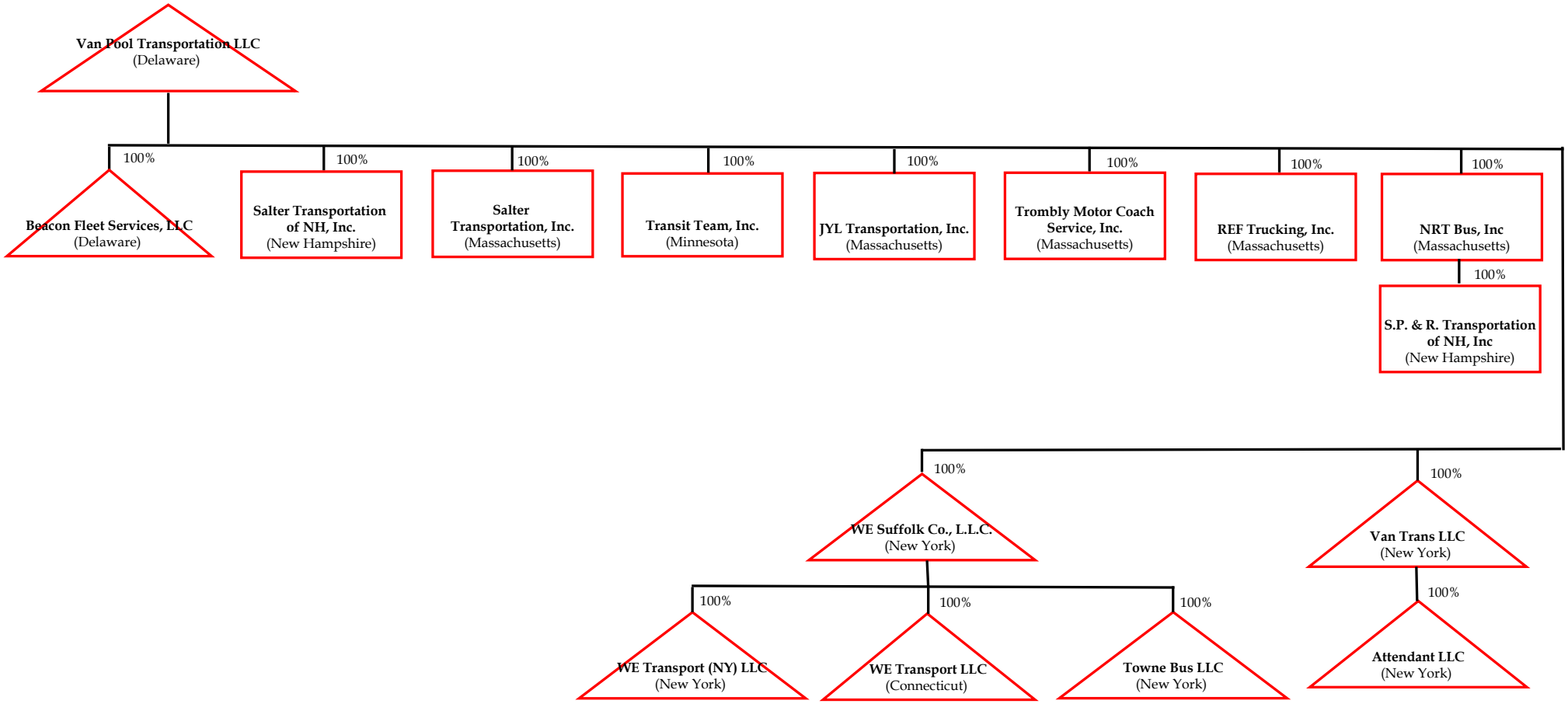
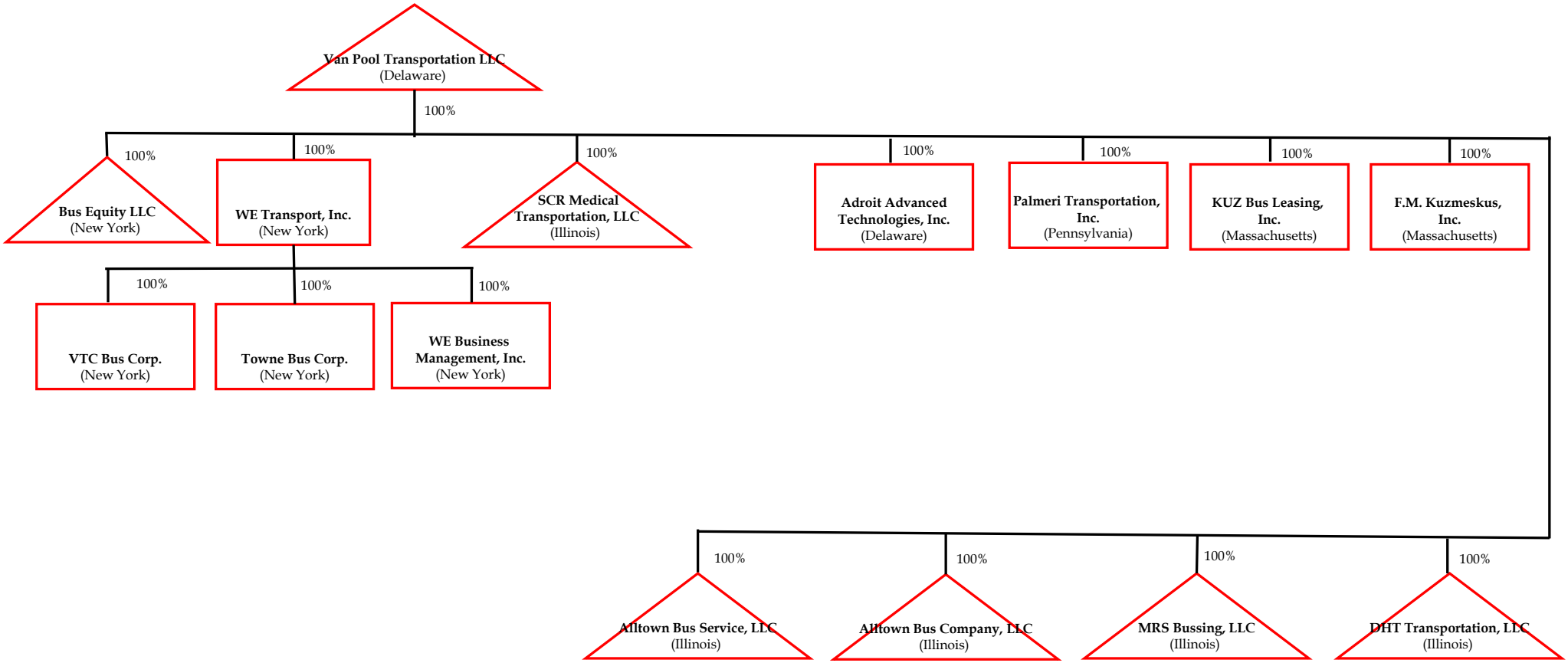
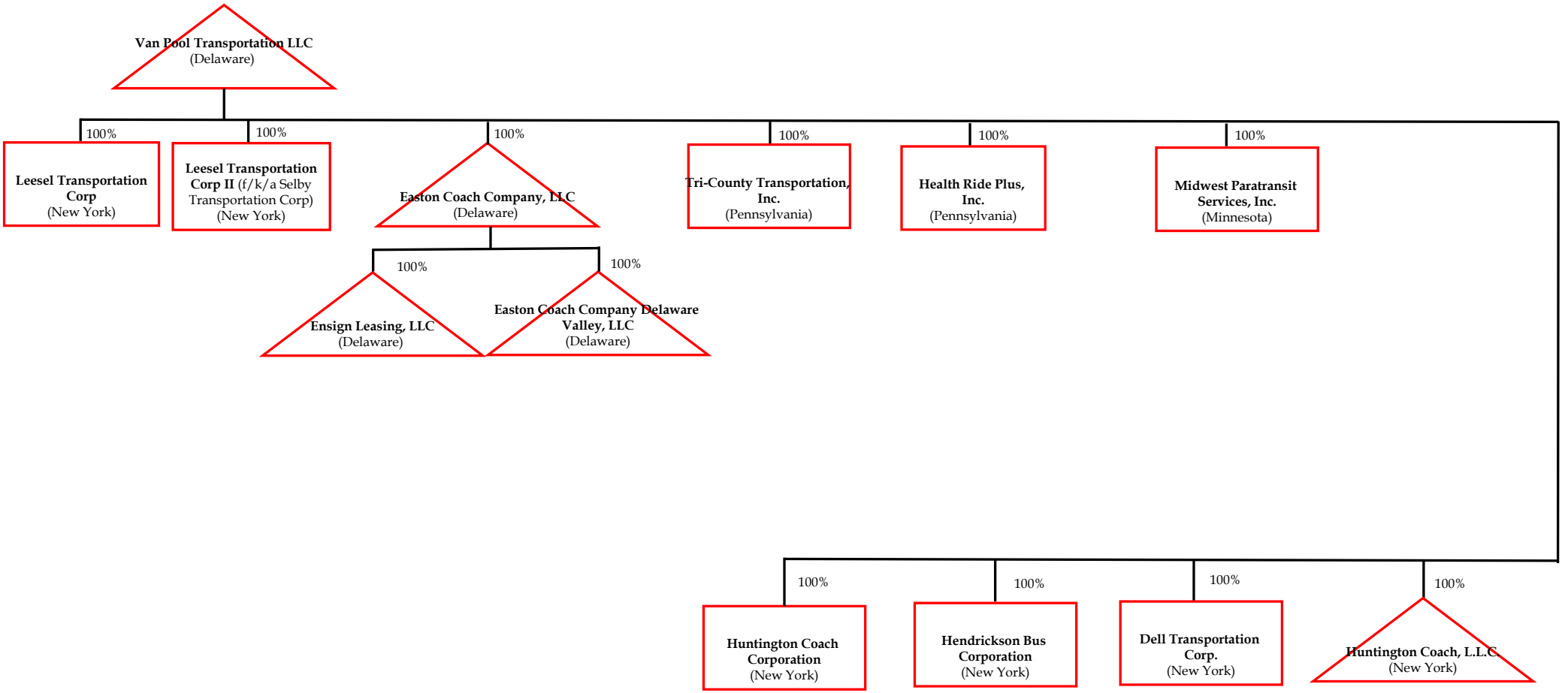
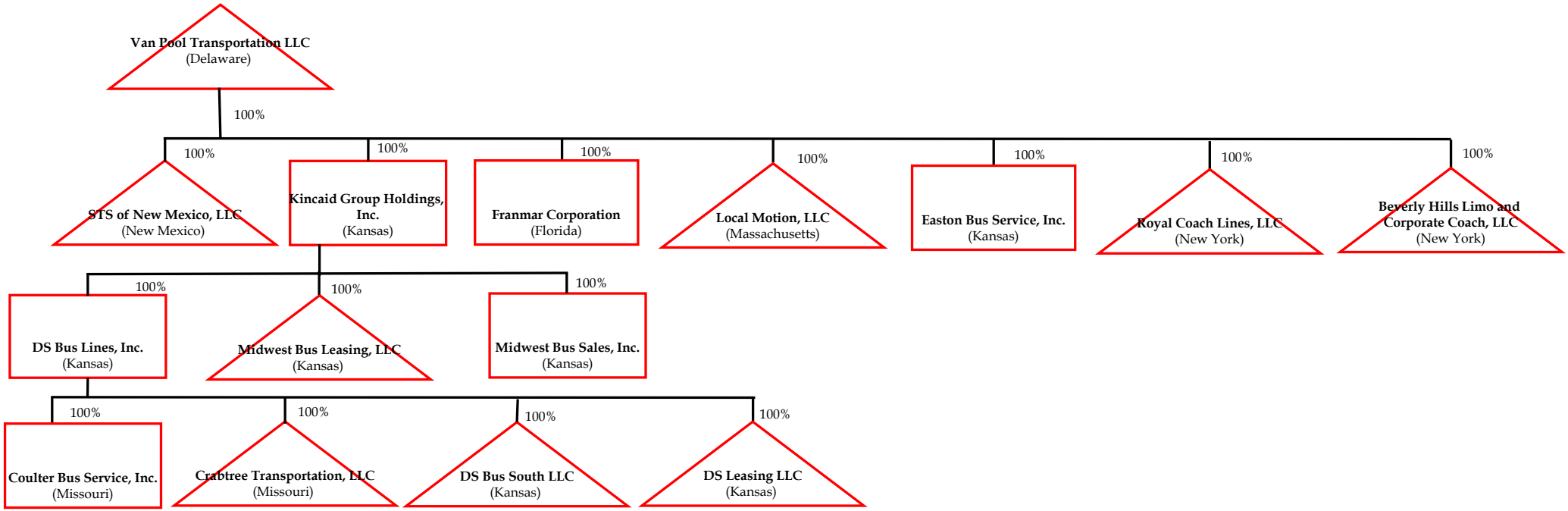
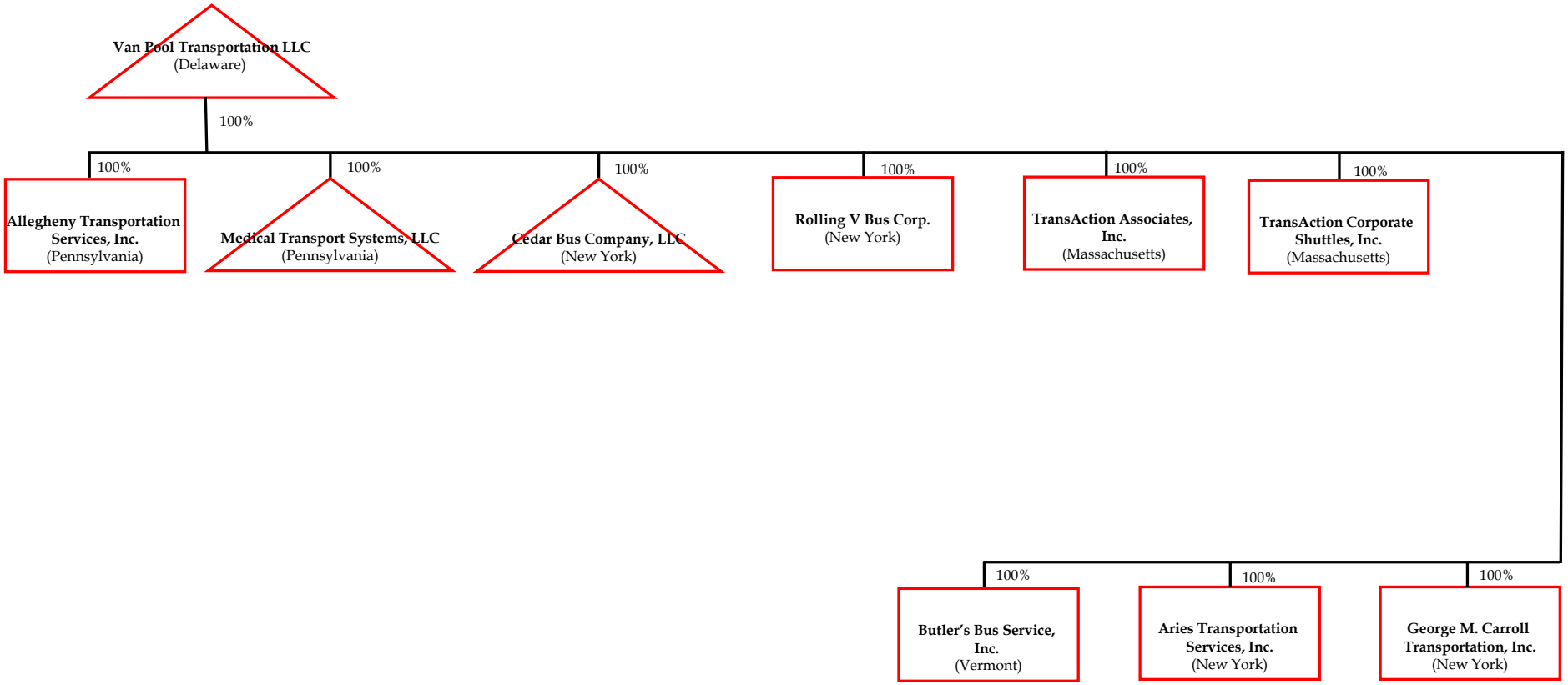
Northleaf Private Credit II LP*
Northleaf Private Credit I LP*
Northleaf 1855 Private Equity Holdings LP*
Northleaf Private Equity IV Partnership*
Northleaf 010 Private Equity Holdings II LP*
Management Co-investors
AG Van Pool Holdings, LP (Delaware)
GP
Van Pool GP Holdings, LLC (Delaware)
GP
AG Beacon Mobility Leverage Investor, L.P. (Delaware)
John J. McCarthy Living Trust
GP
Class C Units
Class C Units
Van Pool Group Holdings, L.P. (Delaware)
Class A Units & Class B Units
Beacon Mobility Preferred Issuer, LLC
100%
Beacon Mobility Intermediate, Corp. (Delaware)
100%
Beacon Mobility Corp. (Delaware)
100%
VP Intermediate Company (Delaware)
100%
Van Pool Transportation LLC (Delaware)


Van Pool Transportation LLC
(Delaware)
100%
Beacon Fleet Services, LLC
(Delaware)
100%
Salter Transportation of NH, Inc.
(New Hampshire)
100%
Salter Transportation, Inc.
(Massachusetts)
100%
Transit Team, Inc.
(Minnesota)
100%
JYL Transportation, Inc.
(Massachusetts)
100%
Trombly Motor Coach Service, Inc.
(Massachusetts)
100%
REF Trucking, Inc.
(Massachusetts)
100%
NRT Bus, Inc
(Massachusetts)
100%
S.P. & R. Transportation of NH, Inc
(New Hampshire)
100%
WE Suffolk Co., L.L.C.
(New York)
100%
WE Transport (NY) LLC
(New York)
100%
WE Transport LLC
(Connecticut)
100%
Towne Bus LLC
(New York)
100%
Van Trans LLC
(New York)
100%
Attendant LLC
(New York)


Van Pool Transportation LLC
(Delaware)
100%
100%
Bus Equity LLC
(New York)
100%
WE Transport, Inc.
(New York)
100%
SCR Medical Transportation, LLC
(Illinois)
100%
Adroit Advanced Technologies, Inc.
(Delaware)
100%
Palmeri Transportation, Inc.
(Pennsylvania)
100%
KUZ Bus Leasing, Inc.
(Massachusetts)
100%
F.M. Kuzmeskus, Inc.
(Massachusetts)
100%
VTC Bus Corp.
(New York)
100%
Towne Bus Corp.
(New York)
100%
WE Business Management, Inc.
(New York)
100%
Alltown Bus Service, LLC
(Illinois)
100%
Alltown Bus Company, LLC
(Illinois)
100%
MRS Bussing, LLC
(Illinois)
100%
DHT Transportation, LLC
(Illinois)


Van Pool Transportation LLC
(Delaware)
100%
Leesel Transportation Corp
(New York)
100%
Leesel Transportation Corp II (f/k/a Selby Transportation Corp)
(New York)
100%
Easton Coach Company, LLC
(Delaware)
100%
Ensign Leasing, LLC
(Delaware)
100%
Easton Coach Company Delaware Valley, LLC
(Delaware)
100%
Tri-County Transportation, Inc.
(Pennsylvania)
100%
Health Ride Plus, Inc.
(Pennsylvania)
100%
Midwest Paratransit Services, Inc.
(Minnesota)
100%
Huntington Coach Corporation
(New York)
100%
Hendrickson Bus Corporation
(New York)
100%
Dell Transportation Corp.
(New York)
100%
Huntington Coach, L.L.C.
(New York)


Van Pool Transportation LLC
(Delaware)
100%
100%
STS of New Mexico, LLC
(New Mexico)
100%
Kincaid Group Holdings, Inc.
(Kansas)
100%
Franmar Corporation
(Florida)
100%
Local Motion, LLC
(Massachusetts)
100%
Easton Bus Service, Inc.
(Kansas)
100%
Royal Coach Lines, LLC
(New York)
100%
Beverly Hills Limo and Corporate Coach, LLC
(New York)
100%
DS Bus Lines, Inc.
(Kansas)
100%
Midwest Bus Leasing, LLC
(Kansas)
100%
Midwest Bus Sales, Inc.
(Kansas)
100%
Coulter Bus Service, Inc.
(Missouri)
100%
Crabtree Transportation, LLC
(Missouri)
100%
DS Bus South LLC
(Kansas)
100%
DS Leasing LLC
(Kansas)


Van Pool Transportation LLC
(Delaware)
100%
100%
Allegheny Transportation Services, Inc.
(Pennsylvania)
100%
Medical Transport Systems, LLC
(Pennsylvania)
100%
Cedar Bus Company, LLC
(New York)
100%
Rolling V Bus Corp.
(New York)
100%
TransAction Associates, Inc.
(Massachusetts)
100%
TransAction Corporate Shuttles, Inc.
(Massachusetts)
100%
Butler's Bus Service, Inc.
(Vermont)
100%
Aries Transportation Services, Inc.
(New York)
100%
George M. Carroll Transportation, Inc.
(New York)

STATE OF NEW YORK

DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.



WITNESS my hand and official seal of the Department of State, at the City of Albany, on August 22, 2011.

Daniel E. Shapiro
First Deputy Secretary of State

Rev. 06/07

23-4NPV—Certificate of Incorporation, No Par Value Stock, Art. 2, Stock Corporation Law.

JULIUS BLUMBERG, INC., LAW BLANK PUBLISHERS
80 EXCHANGE PLACE AT BROADWAY, NEW YORK

Certificate of Incorporation of

WE TRANSPORT, INC.

(Pursuant to Article Two of the Stock Corporation Law)

We, the undersigned, *desiring to form a corporation pursuant to Article Two of the Stock Corporation Law of the State of New York, do hereby make, subscribe and acknowledge this certificate for that purpose, as follows:—*

FIRST:—The name of the proposed corporation is WE TRANSPORT, INC.

SECOND:—The purposes for which this corporation is formed, are as follows, to wit:—

To buy or lease automobiles, station wagons, trucks, buses and other motor vehicles and to operate and conduct a general transportation business for the transportation of persons, baggage and freight for hire; to purchase or otherwise acquire garages for the storage of such vehicles; to maintain a core of competent drivers, mechanics and other necessary employees relative to such business; to conduct the business in conformity with existing laws and Municipal rules and regulations or as such as may be hereinafter enacted; to acquire all real estate necessary to carry out such objects.

3700.6

To take, buy, exchange, lease or otherwise acquire real estate and any interest or right therein, and to hold, own, operate, control, maintain, manage and develop the same and to construct, maintain, alter, manage and control directly or through ownership of stock in any other corporation any and all kinds of buildings, stores, offices, warehouses, mills, shops, factories, machinery and plants, and any and all other structures and erections which may at any time be necessary, useful or advantageous for the purposes of this corporation.

To sell, assign and transfer, convey, lease, or otherwise alienate or dispose of, and to mortgage or otherwise encumber the lands, buildings, real and personal property of the corporation wherever situated, and any and all legal and equitable interests therein.

To purchase, sell, lease, manufacture, deal in and deal with every kind of goods, wares and merchandise, and every kind of personal property, including patents and patent rights, chattels, easements, privileges and franchises which may lawfully be purchased, sold, produced or dealt in by corporations formed under Article Two of the Stock Corporation Law of the State of New York.

To purchase, acquire, hold and dispose of the stocks, bonds and other evidences of indebtedness of any corporation, domestic or foreign, and to issue in exchange therefor its stocks, bonds or other obligations, and to exercise in respect thereof all the rights, powers and privileges of individual owners, including the right to vote thereon; and to aid in any manner permitted by law any corporation of which any bonds or other securities or evidences of indebtedness or stocks are held by this corporation, and to do any acts or things designed to protect, preserve, improve or enhance the value of any such bonds or other securities or evidence of indebtedness or stock.

The foregoing and following clauses shall be construed as objects and powers in furtherance and not in limitation of the general powers conferred by the laws of the State of New York; and it is hereby expressly provided that the foregoing and following enumeration of specific powers shall not be held to limit or restrict in any manner the powers of this corporation, and that this corporation may do all and everything necessary, suitable or proper for the accomplishment of any of the purposes or objects hereinabove enumerated either alone or in association with other corporations, firms, or individuals, to the same extent and as fully as individuals might or could do as principals, agents, contractors or otherwise.

Nothing in this certificate contained, however, shall authorize the corporation to carry on any business or exercise any powers in any state or country which a similar corporation organized under the laws of such state or country could not carry on or exercise; or to engage within or without the State of New York, in the business of a lighting or a transportation corporation, or in the common carrier business or to issue bills, notes or other evidence of debt for circulation as money.

THIRD:—The total number of shares which may be issued by the corporation is

two hundred *all of which shall be without par value.*

The capital of the corporation shall be at least equal to the sum of the aggregate par value of all issued shares having par value, plus the aggregate amount of consideration received by the corporation for the issuance of shares without par value, plus such amounts as, from time to time, by resolution of the Board of Directors, may be transferred thereto.

FOURTH:—The office of the corporation is to be located in the Town of Oyster Bay *County of* Nassau *, State of New York. The address to which the Secretary of State shall mail a copy of any process against the corporation which may be served upon him pursuant to law is* Room 411, 384 East 149th Street, Bronx 55, New York.

FIFTH:—The duration of said corporation shall be perpetual.

SIXTH:—The number of directors shall be not less than three (3) nor more than five (5), and it is hereby provided, pursuant to law, that the directors are not required to be stockholders.

SEVENTH:—The names and post-office addresses of the directors until the first annual meeting of the stockholders, are as follows:—

Names	*Post Office Addresses*
ALFRED L. KRASNER	320 Garfield Street Haworth, New Jersey
MARSHALL H. KOZINN	940 Grand Concourse Bronx, New York
HARRIET GARBER	75 West 238th Street Bronx, New York

EIGHTH:—The names and post-office addresses of the subscribers of this certificate of incorporation and a statement of the number of shares which each agrees to take in the corporation, are as follows:

Names	*Post Office Addresses*	*Number of Shares*
ALFRED L. KRASNER	320 Garfield Street Haworth, New Jersey	1
MARSHALL H. KOZINN	940 Grand Concourse Bronx, New York	1
HARRIET GARBER	75 West 238th Street Bronx, New York	1

NINTH:—The Secretary of State is designated as the agent of the corporation upon whom process in any action or proceeding against it may be served.

TENTH:—All of the subscribers of this certificate are of full age, and that at least two-thirds of them are citizens of the United States, and that at least one of them is a resident of the State of New York and at least one of the persons named as a director is a citizen of the United States and a resident of the State of New York.

IN WITNESS WHEREOF, we have made, subscribed and acknowledged this certificate this 4th *day of* March *, 19* 63.

Alfred L. Krasner (L. S.)

Marshall H. Kozinn (L. S.)

Harriet Garber (L. S.)

STATE OF NEW YORK,
COUNTY OF Bronx } ss.:

On this 4th day of March 1963, before me personally came

ALFRED L. KRASNER, MARSHALL H. KOZINN
and HARRIET GARBER

to me known to be the persons described in and who executed the foregoing certificate of incorporation and they thereupon severally duly acknowledged to me that they executed the same.

HERBERT FRIEDMAN
NOTARY PUBLIC, State of New York
No. 03-13-5950
Qualified in Bronx County
Commission Expires March 30, 1963

3/5 3/7

Certificate of Incorporation of

WE TRANSPORT, INC.

(Pursuant to article 2 of the Stock Corporation Law.)

STATE OF NEW YORK
DEPARTMENT OF STATE
FILED MAR-7 1963

Passed

TAX $ 10
FILING $ 50

Caroline K. Simon
Secretary of State
By D Bell

Filed By:

KOZINN, KRASNER & KOZINN
Office and Post Office Address
384 East 149th Street
Bronx 55, New York

97002.C

Board of Directors and Officers of WE Transport, Inc.

Board of Directors: (1) Judith Crawford, (2) Cornelius Van Dyk, (3) Westley Richters, (4) David A. Duke

Judith Crawford – Chief Executive Officer & President

Cornelius Van Dyk – Chief Financial Officer, Treasurer & Secretary

Westley Richters – Chief Operating Officer

David A. Duke – Chief Development Officer

October 15, 2025

WE Transport, Inc
Board of Directors and Ownership List

Owner:
Van Pool Transportation, LLC
- 100% Ownership

Board of Directors:
Judith Crawford – Chief Executive Officer & President
- 0% Ownership

Cornelius Van Dyk – Chief Financial Officer, Treasurer & Secretary
- 0% Ownership

Westley Richters – Chief Operating Officer
- 0% Ownership

David A. Duke – Chief Development Officer
- 0% Ownership

Beacon Mobility Corp. and Subsidiaries

Consolidated Financial Report
June 30, 2023

Contents

Independent auditor's report	1-2
Financial statements	
Consolidated balance sheets	3-4
Consolidated statements of operations	5
Consolidated statements of changes in stockholders' equity (deficit)	6
Consolidated statements of cash flows	7
Notes to consolidated financial statements	8-25

RSM US LLP

Independent Auditor's Report

Board of Directors and Stockholders
Beacon Mobility Corp. and Subsidiaries

Opinion

We have audited the consolidated financial statements of Beacon Mobility Corp. and Subsidiaries (a Delaware Corporation) (collectively, the Corporation), which comprise the consolidated balance sheets as of June 30, 2023 and 2022, the related consolidated statements of operations, changes in stockholders' equity (deficit) and cash flows for the years then ended, and the related notes to the consolidated financial statements (collectively, the financial statements).

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Corporation as of June 30, 2023 and 2022, and the results of their operations and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Corporation and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Corporation's ability to continue as a going concern within one year after the date that the financial statements are issued or available to be issued.

Emphasis of Matter

As discussed in Note 1 to the financial statements, the Company has changed its method of accounting for leases in 2023 due to the adoption of Financial Accounting Standards Board's Accounting Standards Codification Topic 842, Leases. Our opinion is not modified with respect to this matter.

RSM US LLP is the U.S. member firm of RSM International, a global network of independent audit, tax, and consulting firms. Visit rsmus.com/aboutus for more information regarding RSM US LLP and RSM International.

Auditor's Responsibilities for the Audit of the Financial Statements
Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Corporation's internal control. Accordingly, no such opinion is expressed.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Corporation's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings and certain internal control–related matters that we identified during the audit.

RSM US LLP

Boston, Massachusetts
November 30, 2023

Beacon Mobility Corp. and Subsidiaries

Consolidated Balance Sheets
June 30, 2023 and 2022

Assets	**2023**	2022
Current assets:		
Cash and cash equivalents	**$ 55,899,775**	$ 53,995,631
Accounts receivable, net	**125,396,255**	89,403,412
Prepaid expenses	**15,932,982**	6,874,628
Tax credit receivable	**7,641,463**	5,145,340
Employee advances	**85,382**	5,018,238
Inventory	**59,115,351**	-
Other current assets	**8,015,576**	3,633,502
Total current assets	**272,086,784**	164,070,751
Property and equipment:		
Vehicles	**512,362,275**	254,452,240
Machinery and equipment	**12,168,365**	8,115,473
Building and land	**3,606,259**	850,000
Leasehold improvements	**15,822,693**	8,463,412
	543,959,592	271,881,125
Accumulated depreciation	**(136,703,164)**	(84,397,754)
Net property and equipment	**407,256,428**	187,483,371
Other assets:		
Goodwill and intangible assets, net	**695,879,762**	472,527,394
Operating lease right-of-use asset, net	**93,874,700**	-
Long-term lease receivable	**19,526,020**	-
Deposits	**7,169,279**	3,973,438
Total other assets	**816,449,761**	476,500,832
Total assets	**$ 1,495,792,973**	$ 828,054,954

(Continued)

Beacon Mobility Corp. and Subsidiaries

Consolidated Balance Sheets (Continued)
June 30, 2023 and 2022

	2023	2022
Liabilities and Stockholders' Equity		
Current liabilities:		
Current portion of long-term debt	**$ 285,718,410**	$ 7,965,251
Accounts payable	**36,800,781**	13,718,280
Lease liability, current	**24,678,208**	-
Accrued expenses and other liabilities	**40,613,580**	32,262,630
Daimler notes, current	**54,114,980**	
Deferred revenue, current	**8,377,204**	-
Insurance reserve	**3,434,090**	16,626,400
Total current liabilities	**453,737,253**	70,572,561
Long-term liabilities:		
Long-term debt, net	**949,077,466**	687,058,301
Deferred tax liability	**43,477,913**	29,129,969
Contingent consideration	**-**	25,000,000
Lease liability, net of current	**81,659,585**	-
Daimler notes, net of current	**19,675,279**	-
Deferred revenue, net of current	**-**	461,950
Insurance reserve, net of current	**45,960,997**	16,626,401
Total long-term liabilities	**1,139,851,240**	758,276,621
Total liabilities	**1,593,588,493**	828,849,182
Stockholders' equity (deficit):		
Common stock	**2,274**	2,274
Additional paid-in capital	**201,183,971**	161,681,607
Accumulated deficit	**(298,981,765)**	(162,478,109)
Net stockholders' deficit	**(97,795,520)**	(794,228)
Total liabilities and stockholders' equity	**$ 1,495,792,973**	$ 828,054,954

See notes to consolidated financial statements.

Beacon Mobility Corp. and Subsidiaries

Consolidated Statements of Operations
Years Ended June 30, 2023 and 2022

	2023	2022
Revenue	**$ 990,112,177**	$ 601,357,550
Operating expenses:		
Payroll and benefits	**505,325,790**	342,256,964
Selling, general and administrative	**251,583,868**	115,495,326
Depreciation	**67,673,332**	36,297,726
Amortization	**95,163,553**	56,801,356
Vehicle	**58,560,722**	43,389,761
Transaction costs	**23,164,286**	11,639,719
Integration and system implementation expense	**45,229,696**	28,334,705
Loss on sale of property and equipment, net	**894,066**	1,379,162
Total operating expenses	**1,047,595,313**	635,594,719
Operating loss	**(57,483,136)**	(34,237,169)
Other income (expense):		
Other revenues	**29,345**	128,080
Interest expense	**(109,894,312)**	(48,148,428)
Net other expense	**(109,864,967)**	(48,020,348)
Loss before provision for income taxes	**(167,348,103)**	(82,257,517)
Provision for income taxes	**30,844,447**	1,488,427
Net loss	**$ (136,503,656)**	$ (80,769,090)

See notes to consolidated financial statements

Beacon Mobility Corp. and Subsidiaries

Consolidated Statements of Changes in Stockholders' Equity (Deficit)
Years Ended June 30, 2023 and 2022

	Common Stock	Additional Paid-in Capital	Accumulated Deficit	Total
Balance at June 30, 2021	$ 2,274	$ 149,114,510	$ (81,709,019)	$ 67,407,765
Contributions	-	12,154,723	-	12,154,723
Unit-based compensation	-	412,375	-	412,375
Net loss	-	-	(80,769,090)	(80,769,090)
Balance at June 30, 2022	2,274	161,681,608	(162,478,109)	(794,227)
Contributions	-	39,000,000	-	39,000,000
Unit-based compensation	-	502,363	-	502,363
Net loss	-	-	(136,503,656)	(136,503,656)
Balance at June 30, 2023	**$ 2,274**	**$ 201,183,971**	**$ (298,981,765)**	**$ (97,795,520)**

See notes to consolidated financial statements.

Beacon Mobility Corp. and Subsidiaries

Consolidated Statements of Cash Flows
Years Ended June 30, 2023 and 2022

	2023	2022
Cash flows from operating activities:		
Net loss	$ (136,503,656)	$ (80,769,090)
Adjustments to reconcile net loss to net cash (used in) provided by operating activities:		
Depreciation	67,673,332	36,297,726
Amortization of goodwill and intangible assets	86,324,804	56,801,356
Amortization of deferred financing costs	8,838,749	5,884,009
Loss on sale of property and equipment, net	894,066	1,379,162
Deferred income taxes	(31,752,200)	(1,805,043)
Contingent consideration	-	4,831,928
Stock-based compensation	502,363	412,375
Changes in:		
Accounts receivable	(3,036,822)	(6,967,149)
Prepaid expenses	490,456	7,409,705
Inventories	(37,031,538)	-
Other current assets	(4,382,074)	(2,587,738)
Tax credit receivable	(2,496,123)	(588,299)
Deposits	(3,195,841)	(560,991)
Employee advances	4,932,856	(4,966,952)
Accounts payable	21,085,834	6,217,122
Deferred revenues	(3,984,904)	47,112
Insurance reserves	15,771,533	26,275,792
Lease receivable	(543,706)	-
Operating right of use lease liability	(18,762,023)	-
Accrued expenses and other liabilities	(51,902,837)	(37,707,164)
Net cash (used in) provided by operating activities	(87,077,731)	9,603,861
Cash flows from investing activities:		
Additions to property and equipment	(106,481,827)	(37,874,451)
Disposals of property and equipment	37,131,491	1,608,747
Acquisition of businesses (see Note 17), net of cash acquired	(421,391,623)	(247,106,476)
Net cash used in investing activities	(490,741,959)	(283,372,180)
Cash flows from financing activities:		
Additional draws on long-term debt	646,271,558	295,450,000
Contingent consideration	(25,000,000)	-
Deferred costs paid	(4,600,000)	(5,154,994)
Repayments of long-term debt	(36,947,724)	(7,349,014)
Net cash provided by financing activities	579,723,834	282,945,992
Net increase in cash and cash equivalents	1,904,144	9,177,673
Cash and cash equivalents, beginning of year	53,995,631	44,817,958
Cash and cash equivalents, end of year	$ 55,899,775	$ 53,995,631
Supplemental disclosure of financing activities:		
Interest paid	$ 101,100,362	$ 43,161,382
Supplemental disclosure of noncash investing and financing activities:		
Right-of-use assets obtained in exchange for new lease obligations	$ 29,266,488	$ -
Acquisition rollover contributions	$ 39,000,000	$ 12,154,722
Supplemental disclosure of noncash activity related to acquisition of business:		
Goodwill measurement period adjustment for insurance reserve	$ -	$ 1,218,134

See notes to consolidated financial statements.

Note 1. Nature of Operations and Summary of Significant Accounting Policies

Nature of operations: Beacon Mobility Corp. and Subsidiaries (collectively, the Corporation), a Delaware corporation, was organized on March 12, 2014. Affairs of the Corporation are governed by the Articles of Incorporation. The term of the Corporation is perpetual, unless sooner terminated in accordance with the Articles of Incorporation.

Basis of consolidation: The consolidated financial statements include the Corporation, and its wholly owned subsidiaries, VP Intermediate Company, Van Pool Transportation LLC, JYL Transportation, Inc., Salter Transportation, Inc., Salter Transportation of NH, Inc., NRT Bus, Inc. and its wholly owned subsidiaries, WE Transport Inc. and its wholly owned subsidiaries, Transit Team, Inc., Adroit Advanced Technologies, Inc., Easton Coach Company, LLC and its wholly owned subsidiaries, Leesel Transportation Corp., Leesel Transportation Corporation II, SCR Medical Transportation, LLC, Palmeri Transportation, Inc., F.M. Kuzmeskus, Inc. and its wholly owned subsidiary, Tri-County Transportation, Inc. and its wholly owned subsidiary, Midwest Paratransit Services, Inc., Huntington Coach Corporation and its wholly owned subsidiaries, Franmar Corporation, The Kincaid Group Holdings, Inc. and its wholly owned subsidiaries. The Corporation's fiscal year-end is June 30 (i.e., July 1 to June 30 represents a "Fiscal Year"). All intercompany transactions have been eliminated in consolidation.

Business operations: Backed by nearly 100 years of experience, Beacon Mobility is a growing family of companies that share a mission of putting people first. Together, we provide safe, reliable, and cost-effective mobility solutions uniquely tailored to meet the needs of the people we serve. Communities, school districts, special education programs, and regional transit authorities count on our companies to et people where they need to go safely and on time.

Cash and cash equivalents: For purposes of the consolidated statements of cash flows, the Corporation considers all highly-liquid debt instruments purchased with an original maturity of three months or less to be cash equivalents.

Property and equipment: Property and equipment are stated at cost. The Corporation capitalizes all items, which management estimates to have a useful life of more than one year and were acquired or produced for a cost of $5,000 or more. Costs for repairs and maintenance are expensed as incurred. Depreciation is provided using the straight-line method over the estimated useful lives of the assets.

Goodwill and intangible assets: The Corporation has elected to amortize goodwill over a period of ten years, trade names over seven to ten years and the acquired customer contracts over four to seven years. Goodwill is tested for impairment if an event occurs or circumstances change that indicates the fair value of the entity may be below its carrying amount.

Debt issuance costs: Debt issuance costs include loan closing costs. Debt issuance costs are presented in the consolidated balance sheets as a reduction of the carrying amount of the debt and are amortized and reported as interest expense over the life of the loan.

Net investment in sales-type leases: Net Investment in sales-type leases is carried at original invoice amount, less prior principal payments received and less an estimate made for doubtful accounts based on a review of all outstanding amounts on a monthly basis. Management determined the allowance for doubtful accounts by regularly evaluating individual lease receivables and considering a customer's financial condition and credit history, current economic conditions, and the value of the lease property. At June 30, 2023, management has determined no allowance for doubtful accounts is necessary for sales-type leases. Lease receivables are written off based on individual credit evaluations and specific circumstances of the lessee. Upon the write-off, the Corporation takes possession of the collateral, which is the equipment under lease. Interest income is recorded as the payments are received. No interest income is accrued on past-due payments. Payments are considered past due after their scheduled payment date.

Note 1. Nature of Operations and Summary of Significant Accounting Policies (Continued)

Inventory valuation: Inventories consist of new and used buses and parts and are stated at the lower of cost or net realizable value. Cost is determined using the fist-in, first-out (FIFO) method for parts and specific-identification method for buses.

Revenue recognition(ASC 606 and 842): The core principle of the ASC 606 is to recognize revenue to depict the transfer of promised goods or services to customer in an amount that reflects the consideration to which the Corporation expects to be entitled in exchange for those goods and services.

ASC 606 provides a five-step model for recognizing revenue from contracts with customers as follows:

- Identify the contract with a customer
- Identify the performance obligations in the contract
- Determine the transaction price
- Allocate the transaction price to performance obligations in the contract
- Recognize revenue when or as performance obligations are satisfied

The Corporation recognizes revenue from transportation services at a transaction price that reflects the consideration the Corporation expects to be entitled to in exchange for satisfaction of a separate performance obligation. Out-of-pocket costs charged to customers, such as parking and tolls, are included in the transaction price. Customer discounts and rebates reduce the transaction price. Any discount or rebate that varies based on the customer's annual sales volume or performance is considered "variable consideration" and is estimated and accrued for in the year recognized. The Corporation will update estimates of variable consideration at each reporting date until the uncertainty is resolved.

In cases where the Corporation has a "stand-ready" obligation to provide ground transportation on demand, that portion of the revenue associated within the contract as a "stand-ready" performance obligation is deferred and recognized ratably on a straight -line basis over the contract term. All of the Corporation's performance obligations are satisfied over time.

Revenue from bus sales, parts and service are recognized at a point-in-time at the time of delivery to, or pick-up by, the customer. The Corporation evaluated the impact of recognizing revenues from service revenue on an over-time basis and determined the impact to be immaterial, as such service revenue contracts continues to be recognized at the time of pick-up by the customer for Midwest Bus Sales under the Kincaid subsidiary.

Revenue recognized overtime totaled $902,965,897 and $601,457,151 for the years ended June 30, 2023 and 2022. Revenue recognized at a point in time totaled $87,146,280 and $0 for the years ended June 30, 2023 and 2022.

New and used bus sales: The Corporation sells new and used busses at the dealership location. The transaction price for a bus sale is determined with the customer at the time of sale. Customers often trade in their own bus to apply toward the purchase of a retail new or used bus. The "trade-in" vehicle is a type of noncash consideration measured at fair value, based on external and internal market data for a specific bus, and applied as payment to the contract price for the purchased bus. When the Corporation sells a new or used bus, typically transfer of control transfers at a point in time delivery of the bus to the customer, which is generally at the time of sale. The Corporation does not directly finance its customer's bus purchases or leases. In many cases, the Corporation arranges third-party financing for the retail sale or lease of bus to customers in exchange for a fee paid to the Corporation by a third-party financial institution.

Note 1. Nature of Operations and Summary of Significant Accounting Policies (Continued)

Parts and service: The Corporation sells parts and automotive services related to customer-paid repairs and maintenance, and repairs and maintenance under manufacturer warranties. The Corporation also sells parts through wholesale and retail counter channels. Each automotive repair and maintenance service is a single performance obligation that includes both the parts and labor associated with the service. Payment for each automotive service work is typically due upon completion of the service, which is generally completed within a short period from contract inception. The transaction price for automotive repair and maintenance services is based on the parts used; the number of labor hours applied, and standardized hourly labor rates. The Corporation satisfies performance obligations, transfer of control and recognized revenue over time for automotive repair and maintenance services because an asset is being created with no alternative use and the Corporation has an enforceable right to payment for performance completed to date. The Corporation uses an input method to recognize revenue and measure progress based on labor hours expended to be the relevant measure of work performed to complete the automotive repair or maintenance service for the customer. As a practical expedient, since automotive repair and maintenance service contracts have an original duration of one year or less, the Corporation does not consider the time value of money and does not disclose estimated revenue expected to be recognized in the future for performance obligations that are unsatisfied at the end of the reporting period or when revenue is expected to be recognized.

The transaction price for wholesale and retail counter parts sales is determined at the time of sale based on the quantity and price of each product purchased. Payment is typically due at time of sale, or within a short period following the sale. The Corporation establishes provisions, which are not significant, for estimated parts returns based on historical information and current trends. Delivery method of wholesale and retail counter parts vary. The Corporation generally considers control of wholesale and retail counter parts to transfer when the products are shipped, which typically occurs the same day as or within a few days of sale.

Under the guidance of ASC 842, for both sales-type and operating leases, for sales-type leases, the Corporation records a lease receivable equal to the net investment in the lease, less related unearned income and less an allowance for uncollectible amounts.

For sales-type leases, the Company also records lease inception sales revenue and cost of goods sold. The selling profit recorded at lease inception is computed as the lesser of: (1) the fair value of the leased asset or (2) the sum of the lease receivable and any prepaid rent, net of lease incentives, less the carrying amount of the leased asset, net of any unguaranteed residual value, and any deferred initial direct costs. Unearned income for sales-type leases are amortized over the lease term using the interest method.

Under the operating method of accounting for leases, the cost of the equipment is recorded as an asset and is depreciated over its estimated useful life and the rental income is recognized ratably as the lease rental payments are earned. The rentals under operating leases are included in revenues as earned over the term of the leases. Equipment subject to an operating lease is depreciated as described below. The leases are collateralized by the equipment and the Corporation will repossess the equipment if collections become delinquent. The Corporation has elected a practical expedient to recognize incremental costs incurred to obtain contracts, which primarily represent sales commissions where the amortization period would be less than one year, as a selling expense when incurred in the financial statements.

Note 1. Nature of Operations and Summary of Significant Accounting Policies (Continued)

Income taxes: Deferred income taxes are provided for temporary differences arising from assets and liabilities whose bases are different for financial reporting and income tax purposes. Temporary differences are the differences between reported amounts of assets and liabilities and their tax basis. The sources of temporary differences are primarily the differences in depreciation and amortization, accrued expenses, and net operating loss carry-forwards. Deferred income taxes have been provided to represent the effect of these timing differences.

Governing authorities generally operate with a three-year statute of limitations to examine previously filed income tax returns. The Corporation has filed the income tax returns timely, and management believes any potential change due to audit would not have a material effect on the financial statements.

Use of estimates: The preparation of consolidated financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Advertising: The Corporation utilizes advertising for recruiting purposes and expenses its advertising costs as incurred. Total advertising expense for the years ended June 30, 2023 and 2022, totaled $2,539,810 and $1,582,316, respectively.

Integration and system implementation: The Corporation works to integrate acquisitions including implementing a suite of standard operating systems. These expenses are recorded as they are incurred and are not expected to be recurring.

Fuel hedges: The Corporation uses derivatives to manage risks related to fuel price movements. Fuel hedge contracts designated and qualifying as cash flow hedges are reported at fair value. The Corporation documents its risk management strategy at the inception of each hedge. The Corporation may restructure hedges in response to market conditions prior to their original settlement dates, which may result in changes in hedge coverage levels and the potential recognition of gains or losses in such hedge contracts.

All hedge contracts are recorded at fair value, and the changes in fair value are immediately included in earnings (included in the fuel expense), as the derivatives have not been formally designated as effective hedges for accounting purposes. The Corporation marked the value of their hedge contracts to fair value and recorded a net unrealized gain of $381,483 and $511,534 for the years ended June 30, 2023 and 2022, respectively.

Fair value of derivative instruments are included on the consolidated balance sheets at June 30, 2023 and 2022, and consist of the following:

Asset Derivatives	Location	Fair Value	
		2023	2022
Commodity contracts	Fuel hedges asset and liabilities	$ 5,430,438	$ 600,000

Note 1. Nature of Operations and Summary of Significant Accounting Policies (Continued)

Contingent consideration: The contingent consideration is recorded at fair value as of the consolidated balance sheet date based on estimated amounts that will be earned under applicable purchase agreements and discounted using the Corporation's cost of borrowing (a Level 3 fair value measurement). Adjustments to fair value, if any, are recorded as of that date and are included in transaction costs on the accompanying consolidated statements of operations.

Employee leave entitlement: Employee entitlements to annual leave are recognized when they accrue to employees. A provision is made for the estimated liability for annual leave as a result of services rendered by employees up to the end of the reporting period. The Corporation also provides for certain sick pay benefits as required by the Earned Sick Time Law in the Internal Revenue Code (IRC). These benefits are recognized by the Corporation as an expense as they are paid at the time employees take statutorily authorized leave.

Insurance: The Corporation carries high insurance deductibles for workers compensation and auto liability claims. Claims are accrued based upon the Corporation's historical experience and industry data. Specific excess insurance has been purchased to provide for aggregate claims in excess of an amount calculated based on certain loss factors, as defined in the policies. The Corporation has accrued for incurred but unpaid or unreported claims on the Corporation's self-insurance of $49,395,087 and $33,252,801 as of June 30, 2023 and 2022, respectively. Amounts expected to be paid in the next fiscal year have been presented as current liabilities.

Employee retention credit: The employee retention credit is a tax credit created with the March 27, 2020, enactment of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act). The credit gave employers a refundable tax credit that equals 50% of the qualified wages they pay to employees after March 12, 2020, and before December 31, 2020. The maximum wage amount that can be included is capped at $10,000 per employee, which makes the claimable credit maximum $5,000 per employee. On December 27, 2020, the Taxpayer Certainty and Disaster Tax Relief Act of 2020 extended the employee retention credit and made various changes. The tax credit increased to 70% of qualified wages after December 31, 2020 through June 30, 2022. Qualified wages are limited to $10,000 per employee per calendar quarter in 2022. The maximum ERC amount available is $7,000 per employee per calendar quarter, for a total of $14,000 in 2022. For the years ended June 30, 2023 and 2022, the Corporation received an employee retention credit of $0 and $1,962,332, respectively, which is included with payroll and benefits on the accompanying consolidated statements of operations. As of June 30, 2023 and 2022, the Corporation is due refunds of $2,106,869 and $2,496,536, respectively, related to tax credits that it has applied for but have not received, which are included in tax credit receivable on the accompanying consolidated balance sheets.

Coronavirus Economic Relief for Transportation Services (CERTS) program: The CERTS Act provide grants to eligible motorcoach companies, school bus companies, passenger vessel companies, and pilotage companies that have experienced annual revenue losses of 25 percent or more as result of COVID-19. The priority use of grant funds must be for payroll costs, though grants may be used for operating expenses and the repayment of debt accrued to maintain payroll. For the year ended June 30, 2022, the Corporation received $11,547,614 and has included the amounts as a reduction of payroll and benefits and the remaining as a component of transaction costs on the accompanying consolidated statements of operations.

Reclassifications: Certain insignificant reclassifications have been made to the June 30, 2022, consolidated financial statements to conform to June 30, 2023, presentation with no effect on net loss.

Note 1. Nature of Operations and Summary of Significant Accounting Policies (Continued)

Recently adopted accounting pronouncements: In February 2016, the Financial Accounting Standards Board (FASB) issued ASU 2016-02, *Leases (Topic 842)*, to increase transparency and comparability among organizations related to their leasing arrangements. Topic 842 requires lessees to recognize lease assets representing the right to use an underlying asset (ROU asset) and lease liabilities representing the obligation to make lease payments over the lease term, measured on a discounted basis, for substantially all leases. The new lease standard retains a distinction between finance leases and operating leases using classification criteria that is substantially similar to the previous lease guidance, with classification affecting the pattern of expense recognition in the income statement. Topic 842 also requires significant incremental quantitative and qualitative disclosures about leasing arrangements, including information depicting the amount, timing and uncertainty of cash flows pertaining to an entity's leases. The Corporation adopted Topic 842 on July 1, 2022 using the optional transition method to the modified retrospective approach. Under this transition provision, results for reporting periods beginning on July 1, 2022 are presented under Topic 842, while prior period amounts continue to be reported and disclosed in accordance with the Corporation's historical accounting treatment under ASC Topic 840, Leases.

To reduce the burden of adoption and ongoing compliance with Topic 842, a number of practical expedients and policy elections are available under the new lease standard. The Corporation elected the "package of practical expedients" permitted under the transition guidance, which did not require reassessment of whether contracts entered into prior to adoption are or contain leases, and allowed carryforward of the historical lease classification for existing leases. The Corporation has not elected the "hindsight" practical expedient, and therefore will measure the ROU asset and lease liability using the remaining lease terms at adoption of Topic 842 on July 1, 2022.

The Corporation made an accounting policy election under Topic 842 not to recognize right-of-use (ROU) assets and lease liabilities for leases with a term of twelve months or less. For all other leases, the initial measurement of the ROU asset and lease liability is based on the present value of future lease payments over the lease term at the commencement date of the lease (or July 1, 2022 for existing leases upon the adoption of Topic 842). Future lease payments may include fixed rent escalation clauses or payments that depend on an index (such as the consumer price index), which is initially measured using the index or rate at lease commencement. Subsequent changes in an index and other periodic market-rate adjustments to base rent are recorded in variable lease expense in the period incurred. Residual value guarantees or payments for terminating the lease are included in the lease payments only when it is probable they will be incurred. To determine the present value of lease payments, the Corporation has made an accounting policy election available to non-public companies to use a risk-free rate, which is aligned with the lease term at the lease commencement date (or the remaining term for leases existing upon the adoption of Topic 842). The ROU assets also include any initial direct costs incurred and lease payments made at or before the commencement date, and are reduced by any lease incentives.

The Corporation's leases may include a non-lease component representing additional services transferred to the Corporation, such as common area maintenance for real estate. The Corporation made an accounting policy election to account for each separate lease component and the non-lease components associated with that lease component as a single lease component. Non-lease components that are variable in nature are recorded in variable lease expense in the period incurred.

Adoption of Topic 842 resulted in the recording of ROU assets and lease liabilities related to the Corporation's operating leases of approximately $47,298,540 and $47,298,540, respectively, on July 1, 2022. The adoption of the new lease standard did not materially impact our consolidated net loss or consolidated cash flows and did not result in a cumulative-effect adjustment to the opening balance of retained earnings.

Note 1. Nature of Operations and Summary of Significant Accounting Policies (Continued)

Subsequent events: Management has evaluated the effect of subsequent events through November 30, 2023, which is the date the consolidated financial statements were available to be issued.

Subsequent to June 30, 2023, the Corporation made three acquisitions, which in aggregate totaled approximately $133,750,000. These purchases were funded primarily with debt. The Corporation is in the process of accounting for the purchase price allocation for the transactions.

Note 2. Accounts Receivable

The Corporation accounts for trade receivables by adjusting the outstanding principal through charge-offs and an allowance for doubtful accounts. In estimating the allowance for doubtful accounts, management considers several factors relating to collectability of its receivables, including past payment histories, historical charge-offs and its contractual rights. The Corporation does not have any trade receivables classified as "held for sale" and does not charge interest on over-due accounts. Trade receivables are written-off when management determines that further collection efforts will not result in any material recoveries. On June 30, 2023 and 2022, the allowance for doubtful accounts totaled $595,138 and $882,103, respectively.

Note 3. Goodwill and Intangible Assets

At June 30, 2023 and 2022, goodwill consisted of the following:

	As of June 30, 2023			
	Estimated Useful Life	Gross Carrying Amount	Accumulated Amortization	Net Book Value
Goodwill	10	$ 687,348,097	$ 135,204,058	$ 552,144,039
		$ 687,348,097	$ 135,204,058	$ 552,144,039

	As of June 30, 2022			
	Estimated Useful Life	Gross Carrying Amount	Accumulated Amortization	Net Book Value
Goodwill	10	$ 435,161,678	$ 73,696,804	$ 361,464,874
		$ 435,161,678	$ 73,696,804	$ 361,464,874

Amortization expense related to goodwill totaled $61,632,254 and $39,466,397 for the years ended June 30, 2023 and 2022, respectively.

At June 30, 2023 and 2022, intangible assets consisted of the following:

	As of June 30, 2023			
	Estimated Useful Life	Gross Carrying Amount	Accumulated Amortization	Net Book Value
Customer contracts	4-7	$ 129,577,836	$ 39,301,043	$ 90,276,793
Developed technology	7	2,180,000	467,143	1,712,857
Dealership agreement	18	3,000,000	125,000	2,875,000
Trade name	7-15	61,109,149	12,238,076	48,871,073
		$ 195,866,985	$ 52,131,262	$ 143,735,723

Note 3. Goodwill and Intangible Assets (Continued)

		As of June 30, 2022		
	Estimated Useful Life	Gross Carrying Amount	Accumulated Amortization	Net Book Value
Customer contracts	4-5	$ 93,227,836	$ 20,244,126	$ 72,983,710
Developed technology	7	2,180,000	155,714	2,024,286
Trade name	7-10	43,339,149	7,284,625	36,054,524
		$ 138,746,985	$ 27,684,465	$ 111,062,520

Amortization expense related to intangible assets totaled $24,321,797 and $17,278,581 for the years ended June 30, 2023 and 2022, respectively.

	Goodwill	Intangible Assets	Total
Estimated future amortization expense:			
For the year ended June 30, 2024	$ 68,793,808	$ 26,939,687	$ 95,733,495
For the year ended June 30, 2025	68,793,808	26,199,973	94,993,781
For the year ended June 30, 2026	68,793,808	34,225,880	103,019,688
For the year ended June 30, 2027	68,793,808	11,240,823	80,034,631
For the year ended June 30, 2028	67,590,948	6,989,039	74,579,987
Thereafter	212,252,859	35,265,321	247,518,180
	$ 555,019,039	$ 140,860,723	$ 695,879,762

Measurement period adjustment and final purchase price allocation: During the year ended June 30, 2022, the Corporation updated provisional amounts recorded in the Initial Purchase Price Allocation of WE Transport Inc. and its wholly owned subsidiaries to increase the insurance reserves. The Corporation determined that the resulting changes to the Initial Purchase Price Allocation are Measurement Period Adjustments (MPAs) in accordance with ASC 805, Business Combinations. MPAs are recorded in the period in which the underlying facts become known, but are measured as of the acquisition date. Accordingly, the Corporation recorded an increase in its insurance reserves of $1,218,134 and an increase in goodwill of the same amount.

Note 4. Related Party Transactions

During the years ended June 30, 2023 and 2022, the Corporation paid management fees of $8,352,851 and $4,700,028, respectively, to affiliates of the Corporation. These amounts are included in selling, general and administrative on the accompanying consolidated statements of operations.

During the years ended June 30, 2023 and 2022, the Corporation paid rent of $11,884,143 and $7,638,256, respectively, to an affiliate. These amounts are included in selling, general and administrative on the accompanying consolidated statements of operations.

During the years ended June 30, 2023 and 2022, the Corporation paid fees related to acquisitions of $7,535,182 and $4,030,512, respectively, to an affiliate. These amounts are included in transaction costs on the accompanying consolidated statements of operations.

Note 5. Line of Credit

The Corporation has a revolving line of credit with Barings Finance, LLC, amended on February 4, 2023, to a borrowing limit of $67,697,279 bearing interest at the SOFR rate, plus an applicable margin. The line is secured by the assets of the Corporation and is subject to certain financial covenants. As of June 30, 2023 and 2022, the Corporation had $0 of outstanding borrowings under this agreement.

Note 6. Long-Term Debt

The Corporation holds a note payable with Barings Finance, LLC, for which quarterly installments of fixed principal of $485,791 plus interest are paid quarterly. The note bears interest at a variable rate, typically SOFR as elected by the Corporation, plus an applicable margin (5.5% at June 30, 2023). On June 1, 2022, the Corporation purchased Transit Team, Inc., for which $34,000,000 of debt was added to the term loan. On February 1, 2023 the Corporation purchased Huntington Coach, for which $50,000,000 of debt was added to the term loan. The note matures on May 22, 2024, and is secured by all business assets of the Corporation and is subject to certain financial covenants.

As part of the credit agreement with Barings Finance, LLC, the Corporation has a delayed draw term loan available through May 22, 2024, which was amended on June 21, 2022, to provide up to $515,000,000 of incremental debt capacity to a total facility of $554,442,607. The proceeds from the delayed draw term loans have primarily been used to fund acquisitions. The loan is subject to an annual commitment fee of 1% of the unutilized portion of the loan. This loan requires quarterly principal payments of $661,083. As of June 30, 2023 and 2022, the Corporation is required and has maintained a total debt to EBITDA ratio of at least 7.5-to-1, as described in the agreement.

On September 1, 2023, the Corporation and the lenders amended the debt agreement. The terms of the amendment included that certain lenders agreed to fund additional loans and loan commitments. In addition, the amendment extended the due date of all outstanding loans and commitments in effect, under the existing credit agreement from May 22, 2024 to December 31, 2025. In relation to the amendment, the Company paid of $253,073,934 of the outstanding balance related to the credit agreement subsequent to June 30, 2023.

On April 23, 2020, the Corporation acquired a Secured Equipment Line with Brookline Bank, which allows for borrowings up to $15,000,000 for the Corporation's equipment needs. This Note bears interest at 3.97%, expiring April 1, 2027. The line was secured by all assets of the Corporation. Monthly payments of $15,901 are required for principal and interest commencing on May 1, 2020 through maturity. As of June 30, 2023 and 2022, the Corporation had an outstanding balance of $32,692,744 and $681,855, respectively. Subsequent to June 30, 2023 the full balance was paid off associated with above amendment effective on September 1, 2023.

On January 30, 2023, the Corporation entered into an agreement with Clarus Capital which allows for the Company to take out funding in the form of a lease for specific transactions. As of June 30, 2023 the balance owed to Clarus Capital totaled $58,776,020.

Note 6. Long-Term Debt (Continued)

Daimler notes payable—floor plan: The floor plan represents amounts payable under trust receipt transactions secured by new and used bus inventories, the floor plan includes both a Pledge line and a Wholesale line. Interest paid monthly at varying rates. The balance at June 30, 2023, was $73,790,259. The effective interest rate is 2.25% at June 30, 2023. The Corporation has a total of $190,000,000 under their floor plan agreement as of June 30, 2023.

The following costs are presented net in the accompanying consolidated balance sheets as of June 30, 2023 and 2022:

	2023	2022
Long-term debt balance at year-end	$ 1,244,270,097	$ 708,736,524
Daimler long-term debt	73,790,259	-
Less unamortized deferred financing costs	(9,474,221)	(13,712,972)
	1,308,586,135	695,023,552
Current portion	285,718,410	7,965,251
Net	$ 1,022,867,725	$ 687,058,301

Approximate future maturities of long-term debt for the next five years are as follows:

	Barings	Clarus	Daimler	Brookline	Totals
2024	$ 264,793,350	$ 9,649,693	$ 54,114,980	$ 4,965,986	$ 333,524,009
2025	887,946,442	9,649,693	(54,114,980)	4,965,986	848,447,141
2026	-	9,649,693	-	4,965,986	14,615,679
2027	-	29,888,484	-	4,965,986	34,854,470
2028	-	-	-	4,965,986	4,965,986
Thereafter	-	-	-	7,862,812	7,862,812
					$ 1,244,270,097

Note 7. Leases

The Corporation determines if an arrangement is or contains a lease at inception, which is the date on which the terms of the contract are agreed to, and the agreement creates enforceable rights and obligations. Under Topic 842, a contract is or contains a lease when (i) explicitly or implicitly identified assets have been deployed in the contract and (ii) the customer obtains substantially all of the economic benefits from the use of that underlying asset and directs how and for what purpose the asset is used during the term of the contract. The Corporation also considers whether its service arrangements include the right to control the use of an asset.

The Corporation's facilities are leased under long-term lease agreements or tenant-at-will agreements accounted for as operating leases with initial terms ranging from 1 to 10 years. Most leases include one or more options to exercise renewal terms that can extend the lease term from 1 to 5 years, generally at the Corporation's sole discretion. In addition, certain leases contain termination options, where the rights to terminate are held by either the Corporation, the lessor, or both parties. These options to extend or terminate a lease are included in the lease terms when it is reasonably certain that the Corporation will exercise that option. The Corporation's leases generally do not contain any material restrictive covenants or residual value guarantees.

Note 7. Leases (Continued)

Operating lease cost and sub-lease income is recognized on a straight-line basis over the lease term. The components of lease expense are as follows:

	2023
Lease cost	$ 20,566,285
Total lease cost	$ 20,566,285

Rent expense was $14,768,055 for the year ended June 30, 2023.

Supplemental cash flow information related to leases is as follows:

	2023
Cash paid for amounts included in measurement of lease liabilities:	
Cash outflows—payments on leases	$ 18,865,026
Right-of-use assets obtained in exchange for new lease obligations:	
Operating and financing leases	$ 117,127,541

Supplemental balance sheet information related to leases is as follows:

	June 30, 2023
Operating lease right-of-use assets	$ 94,572,500
Current portion of operating lease liabilities	$ 20,978,128
Current portion of finance lease liabilites	2,840,927
Finance lease liabilites, net of current	7,251,607
Operating lease liabilities, net of current	75,267,132
Total operating lease liabilities	$ 106,337,793
Weighted-average remaining lease term—operating leases:	5.2
Weighted-average discount rate—operating leases:	3.44%

Future undiscounted cash flows for each of the next five years and thereafter and reconciliation to the lease liabilities recognized on the balance sheet as of June 30, 2023, is as follows:

Year ending June 30,	
2024	$ 26,735,649
2025	26,252,066
2026	22,792,927
2027	15,120,002
2028	9,251,752
Thereafter	15,432,929
Total lease payments	115,585,326
Less imputed interest	(9,247,533)
Total present value of lease liabilities	$ 106,337,793

Note 7. Leases (Continued)

A summary of the future minimum lease commitments, as determined under Topic 840, for all noncancelable operating lease agreements were as follows as of June 30, 2022:

Year ending June 30,	
2023	$ 14,757,093
2024	13,188,674
2025	10,085,900
2026	9,039,730
2027	4,079,523
Total minimum lease commitments	$ 51,150,920

Note 8. Sales-Type Leases

The Corporation's leasing operations include leasing under sales-type leases expiring in various years through 2025. The following is a summary of the Corporation's net investments in sales-type at June 30, 2023:

Total minimum lease payment to be received	$ 19,526,020
Less unearned income	(7,969,998)
Net investment in sales-type leases	$ 11,556,022

At June 30, 2023, the minimum future lease payments to be received under the sales-type leases are as follows:

Years ending June 30:	
2024	$ 5,472,795
2025	4,324,361
2026	3,851,438
2027	2,900,790
2028	2,497,672
Thereafter	478,964
Total	$ 19,526,020

Note 9. Capital Transactions

At June 30, 2023 and 2022, the Corporation has 227,218 shares of $.01 par value common stock issued and outstanding (500,000 shares authorized).

Note 10. Income Taxes

The Corporation recognizes deferred tax assets and liabilities for expected future income tax consequences of events that have been recognized in the Corporation's consolidated financial statements. Valuation allowances are established when necessary to reduce deferred tax assets to the amount expected to be realized. Deferred tax assets and liabilities are adjusted for the effects of changes in tax laws and rates, if any, on the date of enactment. The deferred benefit from income taxes shown in the Corporation's consolidated statement of operations is based on the change during fiscal period in the Corporation's deferred tax assets and liabilities.

Note 10. Income Taxes (Continued)

The effects of temporary differences that give rise to significant portions of deferred tax assets and liabilities as of June 30, 2023 and 2022, are as follows:

	2023	2022
Deferred tax assets (liabilities):		
Allowance for doubtful accounts	$ 378,079	$ 257,728
Accrued expenses and reserves	6,670,911	14,500,885
Amortization	(20,986,430)	(23,304,101)
Net operating loss carryforwards	29,746,400	19,285,966
Depreciation	(100,382,346)	(47,887,889)
Interest limit carryforward	37,041,831	6,433,875
Transaction costs	3,591,014	1,583,567
Right of use asset	(27,923,521)	-
Lease liabilites	28,386,149	-
	$ (43,477,913)	$ (29,129,969)

At June 30, 2023 and 2022, the Corporation has federal net operating loss carryforwards of approximately $85,207,796 and $85,287,196, respectively. At June 30, 2023 and 2022, the Corporation has state net operating loss carryforwards of approximately $21,270,844 and $23,269,747, respectively. The federal and state net operating loss carryforwards begin to expire in 2036 through 2039.

The provision for (benefit from) income taxes reflected in the consolidated statements of operations consists of the following components for the years ended June 30, 2023 and 2022:

	2023	2022
Current:		
Federal	$ -	$ -
State	1,322,024	391,289
	1,322,024	391,289
Deferred:		
Federal	(18,713,812)	(3,601,468)
State	(13,452,659)	1,721,752
	(32,166,471)	(1,879,716)
	$ (30,844,447)	$ (1,488,427)

Note 11. Retirement Plan

The Corporation sponsors defined contribution retirement plans covering substantially all employees meeting minimum age and service requirements. Employer contributions are based on a percentage of each participant's compensation and subject to limitations imposed by the Internal Revenue Code (IRC). For the years ended June 30, 2023 and 2022, retirement expense totaled $4,700,853 and $2,765,313, respectively.

Note 12. Unit Incentive Plan

The 2018 unit incentive plan (the Plan) of Van Pool Group Holdings, LP (Parent), was adopted by the board on March 22, 2018, for employees, managers, consultants and advisers of the Parent and its subsidiaries, to advance the best interests of the Parent and its Subsidiaries by providing those persons who have a substantial responsibility for their management and growth with additional incentives by allowing such persons to acquire an equity interest in the Parent and thereby encouraging them to contribute to the success of the Parent and its subsidiaries and, in the case of employees, to remain in their employ. The availability and offering of Class A units and Class P units under the Plan also is intended to increase the Parent and its subsidiaries' ability to attract and retain individuals of exceptional managerial talent upon whom, in large measure, the sustained progress, growth and profitability of the Parent and its subsidiaries depends. The Plan is intended to be a compensatory benefit plan within the meaning of Rule 701 of the Securities Act and, unless and until the Class A units or Class P units are publicly traded, the issuance of Class A units and Class P units pursuant to the Plan is intended to qualify for the exemption from registration under the Securities Act provided by Rule 701.

Class P units may be granted or sold under the Plan. Any Class P units that expire or are canceled, terminated or forfeited in any manner, or any Class P units are repurchased by the Parent or any of its affiliates, then such Class P units will again be available for issuance and sale under the Plan. Class P units issued to its employees have a vesting period of five years. During the years ended June 30, 2023 and 2022, the Corporation issued 716 and 1,826 of Class P units, respectively. The fair value of the Class P units issued in 2023 and 2022 was estimated at $152. The Corporation will recognize these costs over a five-year period and an expense of $502,363 and $412,376 has been recorded as compensation expense in general and administrative expenses in the consolidated statements of operations for the years ended June 30, 2023 and 2022, respectively.

A summary of the Class P unit activity for the years ended June 30, 2023 and 2022, is as follows:

	Number of Units	Weighed Average Exercise Price
Outstanding, July 1, 2022	18,818	$ 0.50
Granted	716	0.50
Exercised	-	0.50
Forfeited or expired	(596)	0.50
Outstanding, June 30, 2023	18,938	0.50
Exercisable, June 30, 2023	9,200	$ 0.50

	Number of Units	Weighed Average Exercise Price
Outstanding, July 1, 2021	17,470	$ 0.50
Granted	1,826	0.50
Exercised	-	0.50
Forfeited or expired	(478)	0.50
Outstanding, June 30, 2022	18,818	0.50
Exercisable, June 30, 2022	5,911	$ 0.50

Note 13. Fair Value Measurements

FASB ASC 820, Fair Value Measurements and Disclosures, establishes a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). The three levels of the fair value hierarchy are described below:

Basis of Fair Value Measurement

Level 1: Unadjusted quoted prices in active markets that are accessible at the measurement date for identical, unrestricted assets or liabilities;

Level 2: Quoted prices in markets that are not considered to be active or financial instruments for which all significant inputs are observable, either directly or indirectly;

Level 3: Prices or valuations that require inputs that are both significant to the fair value measurement and unobservable.

A financial instrument's level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement.

In estimating the fair value of the assets acquired, the Corporation considers information obtained about the acquired asset as a result of its due diligence activities, including historical operating results, known trends and market conditions that may affect the asset and various valuation methods, such as estimated cash flow projections utilizing appropriate discount and capitalization rates, as well as available market information.

Note 14. Concentrations

The Corporation places its cash with high credit quality financial institutions. Amounts over $250,000 per depositor are in excess of Federal Deposit Insurance Corporation (FDIC) insurance limits. At certain times, the Corporation has higher than the FDIC limits in its cash accounts.

Accounts receivable potentially subjects the Corporation to concentrations of credit risk. At June 30, 2023 and 2022, there were no concentrations of credit risk from customers.

Accounts payable potentially subjects the Corporation to concentrations of credit risk. At June 30, 2023, there were no concentrations of credit risk. At June 30, 2022, two vendors accounted for approximately $1,991,614 or 29% of the accounts payable balance.

Note 15. Contingencies

In the normal course of business, the Corporation is subject to various claims. Due to the uncertainty of these matters, an estimate of loss cannot currently be made. Management does not believe that any of these claims will have a material impact on the business.

Note 16. Union Contracts

The Corporation has collective bargaining agreements with various unions which provides for benefits and various hourly rate increases. These contracts cover substantially all drivers, matrons and mechanics employed by the Corporation. The contracts expire at various dates through 2025. Approximately 39% of the Corporation's workforce are members of a union.

Note 17. Acquisitions

On August 1, 2022, Van Pool Transportation LLC purchased 100% of the stock of Palmeri Transportation, Inc. (Palmeri).

On September 1, 2022, Van Pool Transportation LLC purchased 100% of the stock of F.M. Kuzmeskus, Inc. and its wholly owned subsidiaries (collectively, TravelKuz).

On September 7, 2022 Van Pool Transportation LLC purchased 100% of the stock of Alltown Bus Service, LLC and its wholly owned subsidiaries (collectively, Alltown).

On October 7, 2022, Van Pool Transportation LLC purchased 100% of the stock of Kincaid Group and Companies and its wholly owned subsidiaries (collectively, Kincaid).

On November 1, 2022, Van Pool Transportation LLC purchased 100% of the stock of Tri-County Transportation Inc. and its wholly owned subsidiaries (collectively, Tri-County).

On January 3, 2023, Van Pool Transportation LLC purchased 100% of the stock of Midwest Paratransit Services, Inc. (MPS).

On January 31, 2023, Van Pool Transportation LLC purchased 100% of the stock of Huntington Coach Corporation and its wholly owned subsidiaries (collectively, Huntington).

On March 1, 2023, Van Pool Transportation LLC purchased 100% of the stock of Franmar Corporation (Franmar).

The financial results of these transactions have been included in the consolidated financial statements starting on the date of acquisition.

	Palmeri	TravelKuz	Alltown	Tri-County	MPS
Cash consideration paid	$ 1,327,764	$ 11,615,074	$ 81,074,983	$ 37,892,118	$ 1,789,030
Fair value of rollover contributions	-	-	-	-	-
Less cash received		(1,069,089)	(2,779,678)	(27,139)	(177,219)
	1,327,764	10,545,985	78,295,305	37,864,979	1,611,811
Allocated to:					
Receivables	28,853	283,500	3,165,975	1,354,415	300,974
Lease receivable					
Inventory	-	239,088	-	82,225	-
Prepaid expenses and other current assets	18,139	56,743	961,044	811,824	33,934
Property and equipment	1,045,000	6,974,660	24,011,000	9,591,400	-
Lease: right of use assets	-	631,988	6,609,845	7,413,459	-
Accounts payable	-	(10,490)	(261,028)	-	(83,777)
Short-term lease liability	-	(112,689)	(1,065,033)	(613,283)	-
Accrued expenses and other liabilities	(124,469)	(2,121,449)	(1,275,702)	(907,959)	(19,000)
Deferred revenue	-	(42,319)	-	-	-
Long-term lease liability	-	(519,299)	(5,544,812)	(6,800,176)	-
Deferred tax liability	-	(1,575,454)	-	-	-
	967,523	3,804,279	26,601,289	10,931,905	232,131
Excess to be allocated to intangibles and goodwill	$ 360,241	$ 6,741,706	$ 51,694,016	$ 26,933,074	$ 1,379,680
Trade names	$ 20,000	$ 450,000	$ 3,800,000	$ 1,600,000	$ -
Customer contracts	-	800,000	11,300,000	2,500,000	-
Goodwill	340,241	5,491,706	36,594,016	22,833,074	1,379,680
	$ 360,241	$ 6,741,706	$ 51,694,016	$ 26,933,074	$ 1,379,680

Note 17. Acquisitions (Continued)

	Huntington	Franmar	Kincaid	Total
Cash consideration paid	$ 85,940,620	$ 2,326,207	$ 208,791,420	$ 430,757,216
Fair value of rollover contributions	-	-	39,000,000	39,000,000
Less cash received	(164,769)	(250,637)	(4,897,062)	(9,365,593)
	85,775,851	2,075,570	242,894,358	460,391,623
Allocated to:				
Receivables	8,270,353	430,497	19,121,454	32,956,021
Lease receivables			18,982,314	18,982,314
Inventory	-	-	21,762,500	22,083,813
Prepaid expenses and other current assets	5,311,933	73,583	2,281,610	9,548,810
Property and equipment	38,032,120	396,870	134,646,970	214,698,020
Lease: right of use assets	16,317,293	-	9,589,928	40,562,513
Accounts payable	(195,423)	-	(1,445,949)	(1,996,667)
Short-term lease liability	(2,812,117)	-	(1,810,767)	(6,413,889)
Accrued expenses and other liabilities	(9,185,824)	(296,902)	(46,322,482)	(60,253,787)
Deferred revenue	-	-	(11,857,839)	(11,900,158)
Daimler debt assumed	-	-	(26,933,017)	(26,933,017)
Long-term lease liability	(13,505,176)	-	(7,779,161)	(34,148,624)
Deferred tax liability	-	-	(44,524,690)	(46,100,144)
	42,233,159	604,048	65,710,871	151,085,205
Excess to be allocated to intangibles and goodwill	$ 43,542,692	$ 1,471,522	$ 177,183,487	$ 309,306,418
Trade names	$ 5,400,000	$ -	$ 6,500,000	17,770,000
Customer contracts	9,000,000	-	13,200,000	36,800,000
Goodwill	29,142,692	1,471,522	157,483,487	254,736,418
	$ 43,542,692	$ 1,471,522	$ 177,183,487	$ 309,306,418

The following table summarizes the consideration transferred and the amounts identified as assets acquired based on the estimated fair value at the respective acquisition dates of November 1, 2021 for Leesel, September 1, 2021 for SCR Medical, September 30, 2021 for Easton Coach, and December 22, 2021 for Adroit:

	Leesel	SCR Medical	Easton Coach	Adroit	Total
Cash consideration paid, net of cash acquired	$ 93,875,785	$ 60,193,072	$ 83,188,308	$ 23,972,575	$ 261,229,740
Fair value of rollover contributions	6,000,000	5,000,000	-	1,154,722	12,154,722
Fair value of contingent consideration	9,970,072	-	-	-	9,970,072
Less cash received	(4,415,061)	(408,365)	(8,242,343)	(1,057,495)	(14,123,264)
	105,430,796	64,784,707	74,945,965	24,069,802	269,231,270
Allocated to:					
Receivables	15,236,069	9,912,213	8,751,377	136,343	34,036,002
Prepaid expenses and other current assets	3,114,246	3,416,541	1,927,352	391,077	8,849,216
Property and equipment	17,385,000	23,751,100	9,297,000	-	50,433,100
Accounts payable	(331,460)	-	(234,562)	(7,679)	(573,701)
Accrued expenses and other liabilities	(9,113,609)	(12,293,432)	(14,993,666)	(295,585)	(36,696,292)
Deferred tax liability	(12,363,000)	(2,927,827)	-	(915,476)	(16,206,303)
	13,927,246	21,858,595	4,747,501	(691,320)	39,842,022
Excess to be allocated to intangibles and goodwill	$ 91,503,550	$ 42,926,112	$ 70,198,464	$ 24,761,122	$ 229,389,248
Trade names	$ 6,900,000	$ 2,700,000	$ 4,500,000	$ 940,000	$ 15,040,000
Developed technolog	-	-	-	2,180,000	2,180,000
Customer contracts	27,100,000	12,900,000	14,900,000	-	54,900,000
Goodwill (including customer relationships)	57,503,550	27,326,112	50,798,464	21,641,122	157,269,248
	$ 91,503,550	$ 42,926,112	$ 70,198,464	$ 24,761,122	$ 229,389,248

Note 17. Acquisitions (Continued)

The Corporation has an obligation to transfer up to $25,000,000 in contingent consideration to the former owners of WE Transport, if specified future financial results are met. The Corporation recorded the acquisition date fair value of these contingent liabilities based on the likelihood of the contingent earn-out payments as part of the consideration transferred. The earn-out payments are subsequently remeasured to fair value each reporting date. The Corporation classified this financial liability as Level 3, due to the lack of relevant observable inputs and market activity. As of June 30, 2022, the Corporation had recorded contingent consideration of $10,219,368. During the year ended June 30, 2022, financial results of WE Transport exceeded what was originally expected and as a result the Corporation increased the contingent consideration liability to the full amount included in the agreement of $25,000,000 with the increase charged to earnings for the year ended June 30, 2022. The amount was paid in full during the year ended June 30, 2023.

In the allocation of the purchase price in 2023 and 2022, $249,629,692 and $157,269,248 was assigned to goodwill, respectively. This represents the excess of the purchase price over the estimated fair value of the assets and liabilities acquired. The goodwill is not deductible for tax purposes. Management believes that these acquisitions resulted in the recognition of goodwill primarily due to the synergies derived from combining the operations of each entity and by expanding the customer base for the entities.

In conjunction with the transactions, buyer transaction expenses in the amount of $10,635,877 and $9,670,450 were incurred and recorded as a component of operating expenses in the consolidated statements of operations for the years ended June 30, 2023 and 2022, respectively.

Beacon Mobility Corporation and Subsidiaries

Consolidated Financial Report
June 30, 2022

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RSM

RSM US LLP

Independent Auditor's Report

Board of Directors and Stockholders
Beacon Mobility Corporation and Subsidiaries

Opinion

We have audited the consolidated financial statements of Beacon Mobility Corporation and Subsidiaries (a Delaware Corporation) and Subsidiaries (collectively, the Corporation), which comprise the consolidated balance sheets as of June 30, 2022 and 2021, the related consolidated statements of operations, changes in stockholders' equity (deficit) and cash flows for the years then ended, and the related notes to the consolidated financial statements (collectively, the financial statements).

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Corporation as of June 30, 2022 and 2021, and the results of their operations and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Corporation and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Emphasis of Matter

As discussed in Note 2 to the financial statements, the 2021 financial statements have been restated to correct a misstatement. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Corporation's ability to continue as a going concern within one year after the date that the financial statements are issued or available to be issued.

RSM US LLP is the U.S. member firm of RSM International, a global network of independent audit, tax, and consulting firms. Visit rsmus.com/aboutus for more information regarding RSM US LLP and RSM International.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Corporation's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Corporation's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

RSM US LLP

Boston, Massachusetts
December 2, 2022

Beacon Mobility Corporation and Subsidiaries

Consolidated Balance Sheets
June 30, 2022 and 2021

Assets	**2022**	2021 (As Restated)
Current assets:		
Cash and cash equivalents	**$ 53,995,631**	$ 44,817,958
Accounts receivable, net	**89,403,412**	48,400,261
Prepaid expenses	**6,874,628**	5,435,117
Tax credit receivable	**5,145,340**	4,557,041
Employee advances	**5,018,238**	51,286
Other current assets	**3,633,502**	1,045,764
Total current assets	**164,070,751**	104,307,427
Property and equipment:		
Vehicles	**254,452,240**	250,972,917
Machinery and equipment	**8,115,473**	6,590,341
Building and land	**850,000**	-
Leasehold improvements	**8,463,412**	5,515,293
	271,881,125	263,078,551
Accumulated depreciation	**(84,397,754)**	(124,617,096)
Net property and equipment	**187,483,371**	138,461,455
Other assets:		
Goodwill and intangible assets, net	**472,527,394**	298,721,368
Deposits	**3,973,438**	3,412,447
Total other assets	**476,500,832**	302,133,815
Total assets	**$ 828,054,954**	$ 544,902,697

(Continued)

Beacon Mobility Corporation and Subsidiaries

Consolidated Balance Sheets (Continued)
June 30, 2022 and 2021

	2022	2021 (As Restated)
Liabilities and Stockholders' Equity		
Current liabilities:		
Current portion of long-term debt	**$ 7,965,251**	$ 5,327,116
Accounts payable	**13,718,280**	6,927,457
Accrued expenses and other liabilities	**32,262,630**	33,273,502
Insurance reserve	**16,626,400**	2,879,437
Total current liabilities	**70,572,561**	48,407,512
Long-term liabilities:		
Long-term debt, net	**687,058,301**	400,866,435
Deferred tax liability	**29,129,969**	14,728,709
Contingent consideration	**25,000,000**	10,198,000
Deferred revenue	**461,950**	414,838
Insurance reserve, net of current	**16,626,401**	2,879,438
Total long-term liabilities	**758,276,621**	429,087,420
Total liabilities	**828,849,182**	477,494,932
Stockholders' equity (deficit):		
Common stock	**2,274**	2,274
Additional paid-in capital	**161,681,607**	149,114,510
Accumulated deficit	**(162,478,109)**	(81,709,019)
Net stockholders' equity (deficit)	**(794,228)**	67,407,765
Total liabilities and stockholders' equity (deficit)	**$ 828,054,954**	$ 544,902,697

See notes to consolidated financial statements.

Beacon Mobility Corporation and Subsidiaries

Consolidated Statements of Operations
Years Ended June 30, 2022 and 2021

	2022	2021 (As Restated)
Revenue	**$ 601,357,550**	$ 143,643,582
Operating expenses:		
Payroll and benefits	**342,256,964**	76,625,715
Selling, general and administrative	**115,495,326**	18,576,092
Depreciation	**36,297,726**	24,215,632
Amortization	**56,801,356**	18,043,387
Vehicle	**43,389,761**	12,756,872
Transaction costs	**39,974,424**	19,263,716
Loss on sale of property and equipment, net	**1,379,162**	424,540
Total operating expenses	**635,594,719**	169,905,954
Operating loss	**(34,237,169)**	(26,262,372)
Other income (expense):		
Other revenues	**128,080**	34,987
Interest expense	**(48,148,428)**	(11,617,766)
Net other expense	**(48,020,348)**	(11,582,779)
Loss before benefit from income taxes	**(82,257,517)**	(37,845,151)
Benefit from income taxes	**1,488,427**	4,245,144
Net loss	**$ (80,769,090)**	$ (33,600,007)

See notes to consolidated financial statements

Beacon Mobility Corporation and Subsidiaries

Consolidated Statements of Changes in Stockholders' Equity (Deficit)
Years Ended June 30, 2022 and 2021

	Common Stock	Additional Paid-in Capital	Accumulated Deficit	Total
Balance at July, 1 2020	2,274	$ 137,796,173	$ (48,109,012)	$ 89,689,435
Contributions	-	10,800,000	-	10,800,000
Unit-based compensation	-	518,337	-	518,337
Net loss	-	-	(33,600,007)	(33,600,007)
Balance at June 30, 2021 (As Restated)	2,274	149,114,510	(81,709,019)	67,407,765
Contributions	-	12,154,722	-	12,154,722
Unit-based compensation	-	412,375	-	412,375
Net loss	-	-	(80,769,090)	(80,769,090)
Balance at June 30, 2022	**2,274**	**$ 161,681,607**	**$ (162,478,109)**	**$ (794,228)**

See notes to consolidated financial statements.

Beacon Mobility Corporation and Subsidiaries

Consolidated Statements of Cash Flows
Years Ended June 30, 2022 and 2021

	2022	2021 (As Restated)
Cash flows from operating activities:		
Net loss	$ (80,769,090)	$ (33,600,007)
Adjustments to reconcile net loss to net cash provided by operating activities:		
Depreciation	36,297,726	24,215,632
Amortization of goodwill and intangible assets	56,801,356	18,043,387
Amortization of deferred financing costs	5,884,009	908,477
Loss on sale of property and equipment, net	1,379,162	424,540
Deferred income taxes	(1,805,043)	(4,245,144)
Contingent consideration	4,831,928	-
Stock-based compensation	412,375	518,337
Changes in:		
Accounts receivable	(6,967,149)	(4,929,000)
Prepaid expenses	7,409,705	(1,683,290)
Other current assets	(2,587,738)	(242,109)
Tax credit receivable	(588,299)	(2,645,765)
Deposits	(560,991)	(1,787,920)
Employee advances	(4,966,952)	(14,729)
Accounts payable	6,217,122	1,859,277
Deferred revenues	47,112	414,838
Insurance reserves	26,275,792	5,758,875
Accrued expenses and other liabilities	(37,707,164)	11,750,554
Net cash provided by operating activities	9,603,861	14,745,953
Cash flows from investing activities:		
Additions to property and equipment	(37,874,451)	(10,798,120)
Disposals of property and equipment	1,608,747	924,685
Acquisition of businesses (see Note 17), net of cash acquired	(247,106,476)	(236,077,099)
Net cash used in investing activities	(283,372,180)	(245,950,534)
Cash flows from financing activities:		
Additional draws on long-term debt	295,450,000	268,433,001
Deferred costs paid	(5,154,994)	(12,208,828)
Repayments of long-term debt	(7,349,014)	(1,873,475)
Net cash provided by financing activities	282,945,992	254,350,698
Net increase in cash and cash equivalents	9,177,673	23,146,117
Cash and cash equivalents, beginning of year	44,817,958	21,671,841
Cash and cash equivalents, end of year	$ 53,995,631	$ 44,817,958
Supplemental disclosure of financing activities:		
Interest paid	$ 42,494,822	$ 10,478,886
Supplemental disclosure of non-cash investing and financing activities:		
Acquisition rollover contributions	$ 12,154,722	$ 10,800,000
Supplemental disclosure of non-cash activity related to acquisition of business:		
Goodwill measurement period adjustment for insurance reserve	$ 1,218,134	$ -

See notes to consolidated financial statements.

Note 1. Nature of Operations and Summary of Significant Accounting Policies

Nature of operations: Beacon Mobility Corporation and Subsidiaries (collectively, the Corporation), a Delaware corporation, was organized on March 12, 2014. Affairs of the Corporation are governed by the Articles of Incorporation. The term of the Corporation is perpetual, unless sooner terminated in accordance with the Articles of Incorporation.

Basis of consolidation: The consolidated financial statements include the Corporation, and its wholly owned subsidiaries, VP Intermediate Company, Van Pool Transportation LLC, Van Pool Transportation of Connecticut, LLC, JYL Transportation, Inc., Salter Transportation, Inc., Salter Transportation of NH, Inc., NRT Bus, Inc. and its wholly owned subsidiaries, WE Transport Inc. and its wholly owned subsidiaries, Transit Team, Inc., Adroit Advanced Technologies, Inc., Easton Coach Company, LLC and its wholly owned subsidiaries, Leesel Transportation Corp., Leesel Transportation Corporation II, and SCR Medical Transportation, LLC. The Corporation's fiscal year-end is June 30 (i.e., July 1st to June 30th represents a "Fiscal Year"). All intercompany transactions have been eliminated in consolidation.

Business operations: The Corporation, with base operations in Massachusetts, is a leader in school transportation, providing transportation services to children and adults in over a hundred school districts, cities and towns in Massachusetts, New Hampshire, New York, Delaware, Illinois, Minnesota and Connecticut.

Cash and cash equivalents: For purposes of the consolidated statements of cash flows, the Corporation considers all highly-liquid debt instruments purchased with an original maturity of three months or less to be cash equivalents.

Property and equipment: Property and equipment are stated at cost. The Corporation capitalizes all items, which management estimates to have a useful life of more than one year and were acquired or produced for a cost of $5,000 or more. Costs for repairs and maintenance are expensed as incurred. Depreciation is provided using the straight-line method over the estimated useful lives of the assets.

Goodwill and intangible assets: The Corporation has elected to amortize goodwill over a period of ten years, trade names over seven to ten years and the acquired customer contracts over four to seven years. Goodwill is tested for impairment if an event occurs or circumstances change that indicates the fair value of the entity may be below its carrying amount.

Debt issuance costs: Debt issuance costs include loan closing costs. Debt issuance costs are presented in the consolidated balance sheets as a reduction of the carrying amount of the debt and are amortized and reported as interest expense over the life of the loan.

Revenue recognition: The Corporation adopted Accounting Standards Update (ASU) 2014-09, *Revenue from Contracts with Customers* (Topic 606) effective July 1, 2020, using the modified retrospective approach to customer contracts that were not completed. Under this approach, the cumulative effect of initially applying this guidance is recognized as an adjustment to the opening balance of equity as of July 1, 2020, and the comparative financial information is not restated and continues to be reported under standards in effect for that time. The adoption of ASC 606 did not have a material impact on the financial statements and no cumulative effect was required.

ASC 606 provides a five-step model for recognizing revenue from contracts with customers as follows:

- Identify the contract with a customer
- Identify the performance obligations in the contract
- Determine the transaction price
- Allocate the transaction price to performance obligations in the contract
- Recognize revenue when or as performance obligations are satisfied

Note 1. Nature of Operations and Summary of Significant Accounting Policies (Continued)

The Corporation recognizes revenue from transportation services at a transaction price that reflects the consideration the Corporation expects to be entitled to in exchange for satisfaction of a separate performance obligation. Out-of-pocket costs charged to customers, such as parking and tolls, are included in the transaction price. Customer discounts and rebates reduce the transaction price. Any discount or rebate that varies based on the customer's annual sales volume or performance is considered "variable consideration" and is estimated and accrued for in the year recognized. The Corporation will update estimates of variable consideration at each reporting date until the uncertainty is resolved.

In cases where the Corporation has a "stand-ready" obligation to provide ground transportation on demand, that portion of the revenue associated within the contract as a "stand-ready" performance obligation is deferred and recognized ratably on a straight -line basis over the contract term. All of the Corporation's performance obligations are satisfied over time.

Income taxes: Deferred income taxes are provided for temporary differences arising from assets and liabilities whose bases are different for financial reporting and income tax purposes. Temporary differences are the differences between reported amounts of assets and liabilities and their tax basis. The sources of temporary differences are primarily the differences in depreciation and amortization, accrued expenses, and net operating loss carry-forwards. Deferred income taxes have been provided to represent the effect of these timing differences.

Governing authorities generally operate with a three-year statute of limitations to examine previously filed income tax returns. The Corporation has filed the income tax returns timely, and management believes any potential change due to audit would not have a material effect on the financial statements.

Use of estimates: The preparation of consolidated financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Advertising: The Corporation utilizes advertising for recruiting purposes and expenses its advertising costs as incurred. Total advertising expense for the years ended June 30, 2022 and 2021, totaled $1,582,316 and $187,038, respectively.

Fuel hedges: The Corporation uses derivatives to manage risks related to fuel price movements. Fuel hedge contracts designated and qualifying as cash flow hedges are reported at fair value. The Corporation documents its risk management strategy at the inception of each hedge. The Corporation may restructure hedges in response to market conditions prior to their original settlement dates, which may result in changes in hedge coverage levels and the potential recognition of gains or losses in such hedge contracts.

All hedge contracts are recorded at fair value, and the changes in fair value are immediately included in earnings (included in the fuel expense), as the derivatives have not been formally designated as effective hedges for accounting purposes. The Corporation marked the value of their hedge contracts to fair value and recorded a net unrealized gain of $511,534 and $605,964 for the years ended June 30, 2022 and 2021, respectively.

Note 1. Nature of Operations and Summary of Significant Accounting Policies (Continued)

Fair value of derivative instruments are included on the consolidated balance sheets at June 30, 2022 and 2021, and consist of the following:

		Fair Value	
Asset Derivatives	Location	2022	2021 (As Restated)
Commodity contracts	Fuel hedges asset and liabilities	$ 600,000	$ 224,683

Contingent consideration: The contingent consideration is recorded at fair value as of the consolidated balance sheet date based on estimated amounts that will be earned under applicable purchase agreements and discounted using the Corporation's cost of borrowing (a Level 3 fair value measurement). Adjustments to fair value, if any, are recorded as of that date and are included in transaction costs on the accompanying consolidated statements of operations

Employee leave entitlement: Employee entitlements to annual leave are recognized when they accrue to employees. A provision is made for the estimated liability for annual leave as a result of services rendered by employees up to the end of the reporting period. The Corporation also provides for certain sick pay benefits as required by the Earned Sick Time Law in the Internal Revenue Code (IRC). These benefits are recognized by the Corporation as an expense as they are paid at the time employees take statutorily-authorized leave.

Self-insurance: The Corporation is partially self-insured for workers compensation and auto liability claims. Claims are accrued based upon the Corporation's historical experience and industry data. Specific excess insurance has been purchased to provide for aggregate claims in excess of an amount calculated based on certain loss factors, as defined in the policies. The Corporation has accrued for incurred but unpaid or unreported claims on the Corporation's self-insurance of $33,252,801 and $5,758,875 as of June 30, 2022 and 2021, respectively. Amounts expected to be paid in the next fiscal year have been presented as current liabilities.

Employee retention credit: The employee retention credit is a tax credit created with the March 27, 2020, enactment of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act). The credit gave employers a refundable tax credit that equals 50% of the qualified wages they pay to employees after March 12, 2020, and before December 31, 2020. The maximum wage amount that can be included is capped at $10,000 per employee, which makes the claimable credit maximum $5,000 per employee. On December 27, 2020, the Taxpayer Certainty and Disaster Tax Relief Act of 2020 extended the employee retention credit and made various changes. The tax credit increased to 70% of qualified wages after December 31, 2020 through June 30, 2021. Qualified wages are limited to $10,000 per employee per calendar quarter in 2021. The maximum ERC amount available is $7,000 per employee per calendar quarter, for a total of $14,000 in 2021. For the years ended June 30, 2022 and 2021, the Corporation received an employee retention credit of $0 and $1,962,332, respectively, which is included with payroll and benefits on the accompanying consolidated statements of operations. As of June 30, 2022 and 2021, the Corporation is due refunds of $0 and $2,496,536, respectively, related to tax credits that it has applied for but have not received, which are included in tax credit receivable on the accompanying consolidated balance sheets.

Note 1. Nature of Operations and Summary of Significant Accounting Policies (Continued)

Coronavirus Economic Relief for Transportation Services (CERTS) program: The CERTS Act provide grants to eligible motorcoach companies, school bus companies, passenger vessel companies, and pilotage companies that have experienced annual revenue losses of 25 percent or more as result of COVID-19. The priority use of grant funds must be for payroll costs, though grants may be used for operating expenses and the repayment of debt accrued to maintain payroll. For the year ended June 30, 2022, the Corporation received $11,547,614 and has included the amounts as a reduction of payroll and benefits and the remaining as a component of transaction costs on the accompanying consolidated statements of operations.

Reclassifications: Certain insignificant reclassifications have been made to the June 30, 2021, consolidated financial statements to conform to June 30, 2022, presentation with no effect on net loss.

Subsequent events: Management has evaluated the effect of subsequent events through December 2, 2022, which is the date the consolidated financial statements were available to be issued.

Subsequent to June 30, 2022, the Corporation made five acquisitions, which in aggregate totaled approximately $400,350,000. These purchases were funded primarily with debt. The Corporation is in the process of accounting for the purchase price allocation for the transactions.

Note 2. Restatement

Subsequent to the issuance of the Corporation's consolidated financial statements for the year ended June 30, 2021, the Corporation determined that certain adjustments were required to properly record goodwill and deferred taxes.

The Corporation did not appropriately account for deferred taxes and goodwill as a result of an error in calculating its deferred tax liability in conformity with ASC 740 with respect to book and tax differences in certain customer intangible assets that had been subsumed into goodwill. This resulted in an overstatement of the Corporation's deferred tax liability and goodwill balances.

The following is a comparison of the Corporation's previously issued results for the year ended June 30, 2021, and the restated amounts:

	As Originally Reported	Adjustment	As Restated
Goodwill and intangible assets, net	$ 255,824,740	$ (13,380,851)	$ 242,443,889
Deferred tax liability	(28,115,459)	13,386,750	(14,728,709)
Total stockholders' equity	67,401,866	5,899	67,407,765
Net loss	(33,605,906)	5,899	(33,600,007)

Note 3. Accounts Receivable

The Corporation accounts for trade receivables by adjusting the outstanding principal through charge-offs and an allowance for doubtful accounts. In estimating the allowance for doubtful accounts, management considers several factors relating to collectability of its receivables, including past payment histories, historical charge-offs and its contractual rights. The Corporation does not have any trade receivables classified as "held for sale" and does not charge interest on over-due accounts. Trade receivables are written-off when management determines that further collection efforts will not result in any material recoveries. On June 30, 2022 and 2021, the allowance for doubtful accounts totaled $882,103 and $5,206,262, respectively.

Note 4. Goodwill and Intangible Assets

At June 30, 2022 and 2021, goodwill consisted of the following:

	As of June 30, 2022			
	Estimated Useful Life	Gross Carrying Amount	Accumulated Amortization	Net Book Value
Goodwill	10	$ 435,161,678	$ 73,696,804	$ 361,464,874
		$ 435,161,678	$ 73,696,804	$ 361,464,874

	As of June 30, 2021 (As Restated)			
	Estimated Useful Life	Gross Carrying Amount	Accumulated Amortization	Net Book Value
Goodwill	10	$ 276,674,296	$ 34,175,029	$ 242,499,267
		$ 276,674,296	$ 34,175,029	$ 242,499,267

Amortization expense related to goodwill totaled $39,466,397 and $14,718,174 for the years ended June 30, 2022 and 2021, respectively.

At June 30, 2022 and 2021, intangible assets consisted of the following:

	As of June 30, 2022			
	Estimated Useful Life	Gross Carrying Amount	Accumulated Amortization	Net Book Value
Customer contracts	4-7	$ 93,227,836	$ 20,244,126	$ 72,983,710
Developed technology	7	2,180,000	155,714	2,024,286
Trade name	7-15	43,339,149	7,284,625	36,054,524
		$ 138,746,985	$ 27,684,465	$ 111,062,520

	As of June 30, 2021 (As Restated)			
	Estimated Useful Life	Gross Carrying Amount	Accumulated Amortization	Net Book Value
Customer contracts	4-5	$ 38,327,836	$ 6,420,046	$ 31,907,790
Trade name	7-10	28,299,149	3,984,838	24,314,311
		$ 66,626,985	$ 10,404,884	$ 56,222,101

Note 4. Goodwill and Intangible Assets (continued)

Amortization expense related to intangible assets totaled $17,279,581 and $3,968,258 for the years ended June 30, 2022 and 2021, respectively.

Estimated future amortization expense:	Goodwill	Intangible Assets	Total
For the year ended June 30, 2023	$ 43,575,166	$ 19,430,020	$ 63,005,186
For the year ended June 30, 2024	43,575,166	19,430,020	63,005,186
For the year ended June 30, 2025	43,575,166	18,836,138	62,411,304
For the year ended June 30, 2026	43,575,166	26,891,213	70,466,379
For the year ended June 30, 2027	43,575,166	5,635,324	49,210,490
Thereafter	143,589,044	20,839,805	164,428,849
	$ 361,464,874	$ 111,062,520	$ 472,527,394

Measurement period adjustment and final purchase price allocation: During the year ended June 30, 2022, the Company updated provisional amounts recorded in the Initial Purchase Price Allocation of WE Transport Inc. and its wholly owned subsidiaries to increase the insurance reserves. The Corporation determined that the resulting changes to the Initial Purchase Price Allocation are Measurement Period Adjustments (MPAs) in accordance with ASC 805, Business Combinations. MPAs are recorded in the period in which the underlying facts become known, but are measured as of the acquisition date. Accordingly, the Corporation recorded an increase in its insurance reserves of $1,218,134 and an increase in goodwill of the same amount.

Note 5. Related Party Transactions

During the years ended June 30, 2022 and 2021, the Corporation paid management fees of $4,700,028 and $1,780,655, respectively, to affiliates of the Corporation. These amounts are included in selling, general and administrative on the accompanying consolidated statements of operations.

During the years ended June 30, 2022 and 2021, the Corporation paid rent of $7,638,256 and $2,048,568, respectively, to an affiliate. These amounts are included in selling, general and administrative on the accompanying consolidated statements of operations.

During the year ended June 30, 2022 and June 30, 2021, the Corporation paid fees related to acquisitions of $4,030,512 and $3,963,782, respectively, to an affiliate. These amounts are included in transaction costs on the accompanying consolidated statements of operations.

Note 6. Line of Credit

The Corporation has a revolving line of credit with Barings Finance, LLC, amended on February 4, 2022, to a borrowing limit of $67,697,279 bearing interest at the LIBOR rate, plus an applicable margin. The line is secured by the assets of the Corporation and is subject to certain financial covenants. As of June 30, 2022 and 2021, the Corporation had $0 of outstanding borrowings under this agreement.

Note 7. Long-Term Debt

The Corporation holds a note payable with Barings Finance, LLC, for which quarterly installments of fixed principal of $485,791 plus interest are paid quarterly. The note bears interest at a variable rate, typically LIBOR as elected by the Corporation, plus an applicable margin (5.75% at June 30, 2022 and 2021). On June 1, 2021, the Corporation purchased Transit Team, Inc., for which $34,000,000 of debt was added to the term loan. The note matures on May 22, 2024, and is secured by all business assets of the Corporation and is subject to certain financial covenants. As of June 30, 2022 and 2021, the Corporation had $153,666,776 and $155,955,135, respectively, of outstanding borrowings under this agreement.

As part of the credit agreement with Barings Finance, LLC, the Corporation has a delayed draw term loan available through May 22, 2024, which was amended on June 21, 2021, to provide up to $515,000,000 of incremental debt capacity to a total facility of $554,442,607. As of June 30, 2022, this loan was used to fund the acquisitions of Adroit Advanced Technologies, Inc., Easton Coach Company, LLC and its wholly owned subsidiaries, Leesel Transportation Corp., Leesel Transportation Corporation II, and SCR Medical Transportation, LLC. As of On June 30, 2021, this loan was used to fund the acquisition of WE Transport Inc. and subsidiaries. The loan is subject to an annual commitment fee of 1% of the unutilized portion of the loan. This loan requires quarterly principal payments of $661,083. As of June 30, 2022 and 2021, the Corporation is required and has maintained a total debt to EBITDA ratio of at least 8-to-1, as described in the agreement. As of June 30, 2022 and 2021, the Corporation had $554,387,893 and $263,875,608, respectively, of outstanding borrowings under this facility.

On April 23, 2020, the Corporation acquired a Secured Equipment Line with Brookline Bank, which allows for borrowings up to $15,000,000 for the Corporation's equipment needs. As part of this agreement, the Corporation received $968,631 for its equipment purchases. This Note bears interest at 3.97%, expiring April 1, 2027. The line was secured by all assets of the Corporation. Monthly payments of $15,901 are required for principal and interest commencing on May 1, 2020 through maturity. As of June 30, 2022 and 2021, the Corporation had an outstanding balance of $681,855 and $804,796, respectively.

The following costs are presented net in the accompanying consolidated balance sheets as of June 30, 2022 and 2021:

	2022	2021 (As Restated)
Long-term debt balance at year-end	$ 708,736,524	$ 420,635,539
Less unamortized deferred financing costs	(13,712,972)	(14,441,988)
	695,023,552	406,193,551
Current portion	7,965,251	5,327,116
Net	$ 687,058,301	$ 400,866,435

Approximate future maturities of long-term debt for the next five years are as follows:

2023	$ 7,965,251
2024	700,362,007
2025	144,898
2026	150,833
2027	113,535
	$ 708,736,524

Note 8. Leases

The Corporation's main and secondary offices and various parking lots are leased under long-term lease agreements or tenant-at-will agreements accounted for as operating leases. The leases generally require the Corporation to pay taxes, maintenance and insurance. Management expects that in the normal course of business, leases that expire will be renewed or replaced by other leases. Rent expense for these leases was $14,768,055 and $3,646,898 for the years ended June 30, 2022 and 2021, respectively.

Approximate future rents of leases for the next five years are as follows:

2023	$ 14,757,093
2024	13,188,674
2025	10,085,900
2026	9,039,730
2027	4,079,523
	$ 51,150,920

Note 9. Capital Transactions

At June 30, 2022 and 2021, the Corporation has 227,218 shares of $.01 par value common stock issued and outstanding (500,000 shares authorized).

Note 10. Income Taxes

The Corporation recognizes deferred tax assets and liabilities for expected future income tax consequences of events that have been recognized in the Corporation's consolidated financial statements. Valuation allowances are established when necessary to reduce deferred tax assets to the amount expected to be realized. Deferred tax assets and liabilities are adjusted for the effects of changes in tax laws and rates, if any, on the date of enactment. The deferred benefit from income taxes shown in the Corporation's consolidated statement of operations is based on the change during fiscal period in the Corporation's deferred tax assets and liabilities.

The effects of temporary differences that give rise to significant portions of deferred tax assets and liabilities as of June 30, 2022 and 2021 are as follows:

Deferred tax assets (liabilities):	2022	2021 (As Restated)
Allowance for doubtful accounts	$ 257,728	$ 1,399,518
Accrued expenses and reserves	14,500,885	4,175,281
Amortization	(23,304,101)	(14,281,868)
Net operating loss carryforwards	19,285,966	19,380,959
Depreciation	(47,887,889)	(25,402,599)
Interest limit carryforward	6,433,875	-
Transaction costs	1,583,567	-
	$ (29,129,969)	$ (14,728,709)

At June 30, 2022 and 2021, the Corporation has federal net operating loss carryforwards of approximately $85,207,796 and $85,287,196, respectively. At June 30, 2022 and 2021, the Corporation has state net operating loss carryforwards of approximately $21,270,844 and $23,269,747. The federal and state net operating loss carryforwards begin to expire in 2036 through 2039.

Note 10. Income Taxes (Continued)

The provision for (benefit from) income taxes reflected in the consolidated statements of operations consists of the following components for the years ended June 30, 2022 and 2021:

	2022	2021 (As Restated)
Current:		
Federal	$ -	$ -
State	391,289	-
	391,289	-
Deferred:		
Federal	(3,601,468)	(2,207,212)
State	1,721,752	(2,037,932)
	(1,879,716)	(4,245,144)
	$ (1,488,427)	$ (4,245,144)

Note 11. Retirement Plan

The Corporation sponsors defined contribution retirement plans covering substantially all employees meeting minimum age and service requirements. Employer contributions are based on a percentage of each participant's compensation and subject to limitations imposed by the Internal Revenue Code (IRC). For the years ended June 30, 2022 and 2021, retirement expense totaled $2,765,313 and $49,653, respectively.

Note 12. Unit Incentive Plan

The 2018 unit incentive plan (the Plan) of Van Pool Group Holdings, LP (Parent), was adopted by the board on March 22, 2018, for employees, managers, consultants and advisers of the Parent and its subsidiaries, to advance the best interests of the Parent and its Subsidiaries by providing those persons who have a substantial responsibility for their management and growth with additional incentives by allowing such persons to acquire an equity interest in the Parent and thereby encouraging them to contribute to the success of the Parent and its subsidiaries and, in the case of employees, to remain in their employ. The availability and offering of Class A units and Class P units under the Plan also is intended to increase the Parent and its subsidiaries' ability to attract and retain individuals of exceptional managerial talent upon whom, in large measure, the sustained progress, growth, and profitability of the Parent and its subsidiaries depends. The Plan is intended to be a compensatory benefit plan within the meaning of Rule 701 of the Securities Act and, unless and until the Class A units or Class P units are publicly traded, the issuance of Class A units and Class P units pursuant to the Plan is intended to qualify for the exemption from registration under the Securities Act provided by Rule 701.

Class P units may be granted or sold under the Plan. Any Class P units that expire or are canceled, terminated or forfeited in any manner, or any Class P units are repurchased by the Parent or any of its affiliates, then such Class P units will again be available for issuance and sale under the Plan. Class P units issued to its employees have a vesting period of five years. During the years ended June 30, 2022 and 2021, the Corporation issued 1,826 and 9,533 of Class P units, respectively. The fair value of the Class P units issued in 2022 and 2021 was estimated at $152. The Corporation will recognize these costs over a five-year period and an expense of $412,376 and $518,337 has been recorded as compensation expense in general and administrative expenses in the consolidated statements of operations for the year ended June 30, 2022 and 2021, respectively.

Note 12. Unit Incentive Plan (Continued)

A summary of the Class P unit activity for the years ended June 30, 2022 and 2021, is as follows:

	Number of Units	Weighed Average Exercise Price
Outstanding, July 1, 2021	17,470	$ 0.50
Granted	1,826	0.50
Exercised	-	0.50
Forfeited or expired	(478)	0.50
Outstanding, June 30, 2022	18,818	0.50
Exercisable, June 30, 2022	5,911	$ 0.50

	Number of Units	Weighed Average Exercise Price
Outstanding, July 1, 2020	14,909	$ 0.47
Granted	9,533	0.50
Exercised	-	0.50
Forfeited or expired	(6,972)	0.50
Outstanding, June 30, 2021	17,470	0.50
Exercisable, June 30, 2021	4,361	$ 0.50

Note 13. Fair Value Measurements

FASB ASC 820, Fair Value Measurements and Disclosures, establishes a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). The three levels of the fair value hierarchy are described below:

Basis of Fair Value Measurement

Level 1: Unadjusted quoted prices in active markets that are accessible at the measurement date for identical, unrestricted assets or liabilities;

Level 2: Quoted prices in markets that are not considered to be active or financial instruments for which all significant inputs are observable, either directly or indirectly;

Level 3: Prices or valuations that require inputs that are both significant to the fair value measurement and unobservable.

A financial instrument's level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement.

Note 13. Fair Value Measurements (Continued)

In estimating the fair value of the assets acquired, the Corporation considers information obtained about the acquired asset as a result of its due diligence activities, including historical operating results, known trends and market conditions that may affect the asset and various valuation methods, such as estimated cash flow projections utilizing appropriate discount and capitalization rates, as well as available market information.

Note 14. Concentrations

The Corporation places its cash with high credit quality financial institutions. Amounts over $250,000 per depositor are in excess of Federal Deposit Insurance Corporation (FDIC) insurance limits. At certain times, the Corporation has higher than the FDIC limits in its cash accounts.

Accounts receivable potentially subjects the Corporation to concentrations of credit risk. At June 30, 2022 and 2021, there were no concentrations of credit risk from customers.

Accounts payable potentially subjects the Corporation to concentrations of credit risk. At June 30, 2022, there were no concentrations of credit risk. At June 30, 2021, two vendors accounted for approximately $1,991,614 or 29% of the accounts payable balance.

Note 15. Contingencies

In the normal course of business, the Corporation is subject to various claims. Due to the uncertainty of these matters, an estimate of loss cannot currently be made. Management does not believe that any of these claims will have a material impact on the business.

Note 16. Union Contracts

The Corporation has collective bargaining agreements with various unions which provides for benefits and various hourly rate increases. These contracts cover substantially all drivers, matrons and mechanics employed by the Corporation. The contracts expire at various dates through 2025. Approximately 39% of the Corporation's workforce are members of a union.

Note 17. Acquisitions

On August 8, 2021, Van Pool Transportation LLC purchased 100% of the stock of SCR Medical Transportation, LLC (SCR Medical).

On October 1, 2021, Van Pool Transportation LLC purchased 100% of the stock of Easton Coach Company, LLC and its wholly owned subsidiaries (collectively, Easton Coach).

On November 1, 2021, Van Pool Transportation LLC purchased 100% of the stock of Leesel Transportation Corp. and Leesel Transportation Corporation II (collectively, Leesel). In connection with the purchase certain funds are required to be sent to the previous owners upon collection. This balance totaled $7,032,305 and is included in accrued expenses and other liabilities on the accompanying consolidated balance sheets.

On December 22, 2021, Van Pool Transportation LLC (a wholly owned subsidiary of the Corporation) purchased 100% of the stock of Adroit Advanced Technologies, Inc. (Adroit).

Note 17. Acquisitions (Continued)

The financial results of these transactions have been included in the consolidated financial statements starting on the date of acquisition.

	Leesel	SCR Medical	Easton Coach
Cash consideration paid	$ 93,875,785	$ 60,193,072	$ 83,188,308
Fair value of rollover contributions	6,000,000	5,000,000	-
Fair value of contingent consideration	9,970,072	-	-
Less: Cash received	(4,415,061)	(408,365)	(8,242,343)
	105,430,796	64,784,707	74,945,965
Allocated to:			
Receivables	15,236,069	9,912,213	8,751,377
Prepaid expenses and other current assets	3,114,246	3,416,541	1,927,352
Property and equipment	17,385,000	23,751,100	9,297,000
Accounts payable	(331,460)	-	(234,562)
Accrued expenses and other liabilities	(9,113,609)	(12,293,432)	(14,993,666)
Deferred tax liability	(12,363,000)	(2,927,827)	-
	13,927,246	21,858,595	4,747,501
Excess to be allocated to intangibles and goodwill	$ 91,503,550	$ 42,926,112	$ 70,198,464
Trade names	$ 6,900,000	$ 2,700,000	$ 4,500,000
Developed technology	-	-	-
Customer contracts	27,100,000	12,900,000	14,900,000
Goodwill	57,503,550	27,326,112	50,798,464
	$ 91,503,550	$ 42,926,112	$ 70,198,464

	Adroit	Total
Cash consideration paid	$ 23,972,575	$ 261,229,740
Fair value of rollover contributions	1,154,722	12,154,722
Fair value of contingent consideration	-	9,970,072
Less: Cash received	(1,057,495)	(14,123,264)
	24,069,802	269,231,270
Allocated to:		
Receivables	136,343	34,036,002
Prepaid expenses and other current assets	391,077	8,849,216
Property and equipment	-	50,433,100
Accounts payable	(7,679)	(573,701)
Accrued expenses and other liabilities	(295,585)	(36,696,292)
Deferred tax liability	(915,476)	(16,206,303)
	(691,320)	39,842,022
Excess to be allocated to intangibles and goodwill	$ 24,761,122	$ 229,389,248
Trade names	$ 940,000	$ 15,040,000
Developed technology	2,180,000	2,180,000
Customer contracts	-	54,900,000
Goodwill	21,641,122	157,269,248
	$ 24,761,122	$ 229,389,248

Note 17. Acquisitions (Continued)

The following table summarizes the consideration transferred and the amounts identified as assets acquired based on the estimated fair value at the respective acquisition dates of June 1, 2021 for Transit Team and June 30, 2021, for WE Transport:

	WE Transport (As Restated)	Transit Team	Total
Cash consideration paid, net of cash acquired	$ 212,056,971	$ 33,411,478	$ 245,468,449
Fair value of rollover contributions	8,000,000	2,800,000	10,800,000
Fair value of contingent consideration	10,198,000	-	10,198,000
Less: Cash received	(8,297,353)	(1,093,997)	(9,391,350)
	221,957,618	35,117,481	257,075,099
Allocated to:			
Receivables	25,494,616	8,987,824	34,482,440
Prepaid expenses and other current assets	1,316,180	125,179	1,441,359
Property and equipment	67,787,188	1,044,000	68,831,188
Accounts payable	(2,193,642)	(329,368)	(2,523,010)
Accrued expenses and other liabilities	(12,672,565)	(4,226,022)	(16,898,587)
Deferred tax liability	(87,327)	(5,001,368)	(5,088,695)
	79,644,450	600,245	80,244,695
Excess to be allocated to intangibles and goodwill	$ 142,313,168	$ 34,517,236	$ 176,830,404
Trade names	$ 13,400,000	$ 3,539,149	$ 16,939,149
Customer contracts	12,100,000	16,817,836	28,917,836
Goodwill (including customer relationships)	116,813,168	14,160,251	130,973,419
	$ 142,313,168	$ 34,517,236	$ 176,830,404

The Corporation has an obligation to transfer up to $25,000,000 in contingent consideration to the former owners of WE Transport, if specified future financial results are met. The Corporation recorded the acquisition date fair value of these contingent liabilities based on the likelihood of the contingent earn-out payments as part of the consideration transferred. The earn-out payments are subsequently remeasured to fair value each reporting date. The Corporation classified this financial liability as Level 3, due to the lack of relevant observable inputs and market activity. As of June 30, 2021, the Corporation had recorded contingent consideration of $10,219,368. During the year ended June 30, 2022, financial results of WE Transport exceeded what was originally expected and as a result the Corporation increased the contingent consideration liability to the full amount included in the agreement of $25,000,000 with the increase charged to earnings for the year ended June 30, 2022. The amount was paid in full subsequent to year-end.

In the allocation of the purchase price in 2022 and 2021, $157,269,248 and $130,973,419 was assigned to goodwill, respectively. This represents the excess of the purchase price over the estimated fair value of the assets and liabilities acquired. The goodwill is not deductible for tax purposes. Management believes that these acquisitions resulted in the recognition of goodwill primarily due to the synergies derived from combining the operations of each entity and by expanding the customer base for the entities.

In conjunction with the transactions, buyer transaction expenses in the amount of $9,670,450 and $10,092,869 were incurred and recorded as a component of operating expenses in the consolidated statements of operations for the year ended June 30, 2022 and 2021, respectively.

Beacon Mobility Corp. and Subsidiaries

Consolidated Financial Report
June 30, 2024

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RSM



RSM US LLP

Independent Auditor's Report

Board of Directors and Stockholders
Beacon Mobility Corp. and Subsidiaries

Opinion

We have audited the consolidated financial statements of Beacon Mobility Corp. and Subsidiaries (a Delaware Corporation) (collectively, the Corporation), which comprise the consolidated balance sheets as of June 30, 2024 and 2023, the related consolidated statements of operations, changes in stockholders' deficit and cash flows for the years then ended, and the related notes to the consolidated financial statements (collectively, the financial statements).

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Corporation as of June 30, 2024 and 2023, and the results of their operations and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Corporation and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Corporation's ability to continue as a going concern within one year after the date that the financial statements are issued or available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

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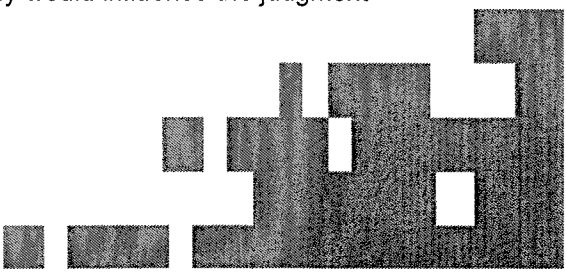

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Corporation's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Corporation's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings and certain internal control-related matters that we identified during the audit.

RSM US LLP

Boston, Massachusetts
October 1, 2024

Beacon Mobility Corp. and Subsidiaries

Consolidated Balance Sheets
June 30, 2024 and 2023

Assets	**2024**	2023
Current assets:		
Cash and cash equivalents	**$ 35,323,833**	$ 55,899,775
Accounts receivable, net	**168,058,090**	125,396,255
Prepaid expenses	**14,683,341**	15,932,982
Tax credit receivable	**6,467,423**	7,641,463
Employee advances	**366,148**	85,382
Inventory	**57,575,901**	59,115,351
Other current assets	**12,420,141**	8,015,576
Total current assets	**294,894,877**	272,086,784
Property and equipment:		
Vehicles	**644,419,988**	512,362,275
Machinery and equipment	**19,082,848**	12,168,365
Building and land	**3,629,458**	3,606,259
Leasehold improvements	**22,006,926**	15,822,693
	689,139,220	543,959,592
Accumulated depreciation	**(217,835,177)**	(136,703,164)
Net property and equipment	**471,304,043**	407,256,428
Other assets:		
Goodwill and intangible assets, net	**694,616,926**	695,879,762
Operating lease right-of-use asset, net	**110,480,558**	93,874,700
Long-term lease receivable	**4,164,365**	19,526,020
Deposits	**9,029,737**	7,169,279
Total other assets	**818,291,586**	816,449,761
Total assets	**$ 1,584,490,506**	$ 1,495,792,973

(Continued)

Beacon Mobility Corp. and Subsidiaries

Consolidated Balance Sheets (Continued)
June 30, 2024 and 2023

	2024	2023
Liabilities and Stockholders' Deficit		
Current liabilities:		
Current portion of long-term debt	**$ 27,133,295**	$ 285,718,410
Accounts payable	**45,881,382**	36,800,781
Contingent consideration	**9,750,000**	-
Lease liability, current	**24,651,113**	24,678,208
Accrued expenses and other liabilities	**64,322,142**	40,613,580
Daimler notes, current	**48,226,236**	54,114,980
Deferred revenue, current	**365,628**	8,377,204
Insurance reserve, current	**17,031,165**	3,434,090
Total current liabilities	**237,360,961**	453,737,253
Long-term liabilities:		
Long-term debt, net of current	**1,412,827,786**	949,077,466
Deferred tax liability	**43,004,563**	43,477,913
Lease liability, net of current	**87,967,582**	81,659,585
Daimler notes, net of current	**31,460,972**	19,675,279
Deferred revenue, net of current	**4,683,648**	-
Insurance reserve, net of current	**41,730,978**	45,960,997
Total long-term liabilities	**1,621,675,529**	1,139,851,240
Total liabilities	**1,859,036,490**	1,593,588,493
Stockholders' deficit:		
Common stock	**2,274**	2,274
Additional paid-in capital	**235,750,116**	201,183,971
Accumulated deficit	**(510,298,374)**	(298,981,765)
Net stockholders' deficit	**(274,545,984)**	(97,795,520)
Total liabilities and stockholders' deficit	**$ 1,584,490,506**	$ 1,495,792,973

See notes to consolidated financial statements.

Beacon Mobility Corp. and Subsidiaries

Consolidated Statements of Operations
Years Ended June 30, 2024 and 2023

	2024	2023
Revenue	**$ 1,317,762,405**	$ 990,112,177
Operating expenses:		
Payroll and benefits	**699,495,255**	505,325,790
Selling, general and administrative	**304,744,599**	251,583,868
Depreciation	**93,607,590**	67,673,332
Amortization	**116,384,039**	95,163,553
Vehicle	**94,406,781**	58,560,722
Transaction costs	**17,531,545**	23,164,286
Integration and system implementation expense	**4,990,931**	45,229,696
Loss on sale of property and equipment, net	**4,182,591**	894,066
Total operating expenses	**1,335,343,331**	1,047,595,313
Operating loss	**(17,580,926)**	(57,483,136)
Other income (expense):		
Other revenues	**387,139**	29,345
Interest expense	**(189,119,739)**	(109,894,312)
Net other expense	**(188,732,600)**	(109,864,967)
Loss before benefit (provision) for income taxes	**(206,313,526)**	(167,348,103)
Benefit (provision) for income taxes	**(5,003,083)**	30,844,447
Net loss	**$ (211,316,609)**	$ (136,503,656)

See notes to consolidated financial statements

Beacon Mobility Corp. and Subsidiaries

Consolidated Statements of Changes in Stockholders' Deficit
Years Ended June 30, 2024 and 2023

	Common Stock	Additional Paid-in Capital	Accumulated Deficit	Total
Balance at June 30, 2022	$ 2,274	$ 161,681,608	$ (162,478,109)	$ (794,227)
Contributions	-	39,000,000	-	39,000,000
Unit-based compensation	-	502,363	-	502,363
Net loss	-	-	(136,503,656)	(136,503,656)
Balance at June 30, 2023	2,274	201,183,971	(298,981,765)	(97,795,520)
Contributions	-	35,325,000	-	35,325,000
Repurchased shares	-	(1,134,181)	-	(1,134,181)
Unit-based compensation	-	375,326	-	375,326
Net loss	-	-	(211,316,609)	(211,316,609)
Balance at June 30, 2024	**$ 2,274**	**$ 235,750,116**	**$ (510,298,374)**	**$ (274,545,984)**

See notes to consolidated financial statements.

Beacon Mobility Corp. and Subsidiaries

Consolidated Statements of Cash Flows
Years Ended June 30, 2024 and 2023

	2024	2023
Cash flows from operating activities:		
Net loss	$ (211,316,609)	$ (136,503,646)
Adjustments to reconcile net loss to net cash provided by (used in) operating activities:		
Depreciation	93,607,590	67,673,332
Amortization of goodwill and intangible assets	105,064,801	86,324,804
Amortization of deferred financing costs	11,319,238	8,838,749
Loss on sale of property and equipment, net	4,182,591	894,066
Deferred income taxes	(2,900,007)	(31,752,200)
Operating lease right-of-use asset expense	23,947,210	-
Unit-based compensation	375,326	502,363
Changes in:		
Accounts receivable	(35,855,783)	(3,036,822)
Prepaid expenses	3,803,408	490,456
Inventories	2,655,539	(37,031,538)
Other current assets	(4,404,565)	(4,382,074)
Tax credit receivable	1,174,040	(2,496,123)
Deposits	(1,860,458)	(3,195,841)
Employee advances	(280,766)	4,932,856
Accounts payable	9,088,358	21,085,834
Deferred revenues	(3,460,052)	(3,984,904)
Insurance reserves	9,367,056	15,771,533
Lease receivable	15,361,655	(543,706)
Operating right-of-use lease liability	(34,272,166)	(18,762,023)
Accrued expenses and other liabilities	8,583,323	(51,902,837)
Net cash used in operating activities	(5,820,271)	(87,077,721)
Cash flows from investing activities:		
Additions to property and equipment	(312,988,639)	(106,481,837)
Disposals of property and equipment	212,046,372	37,131,491
Acquisition of businesses (Note 17), net of cash acquired	(142,422,139)	(421,391,623)
Net cash used in investing activities	(243,364,406)	(490,741,969)
Cash flows from financing activities:		
Additional draws on long-term debt	539,104,960	646,271,558
Contingent consideration	-	(25,000,000)
Deferred financing costs paid	(19,352,931)	(4,600,000)
Repayments of long-term debt	(320,009,113)	(36,947,724)
Repurchase of shares	(1,134,181)	-
Contributions	30,000,000	-
Net cash provided by financing activities	228,608,735	579,723,834
Net (decrease) increase in cash and cash equivalents	(20,575,942)	1,904,144
Cash and cash equivalents, beginning of year	55,899,775	53,995,631
Cash and cash equivalents, end of year	$ 35,323,833	$ 55,899,775
Supplemental disclosure of financing activities:		
Interest paid	$ 177,897,501	$ 101,100,362
Supplemental schedules of noncash investing and financing activities:		
Right-of-use assets obtained in exchange for new lease obligations	$ 19,182,299	$ 29,266,488
Acquisition rollover contributions	$ 5,325,000	$ 39,000,000

See notes to consolidated financial statements.

Note 1. Nature of Operations and Summary of Significant Accounting Policies

Nature of operations: Beacon Mobility Corp. and Subsidiaries (collectively, the Corporation), a Delaware corporation, was organized on March 12, 2014. Affairs of the Corporation are governed by the Articles of Incorporation. The term of the Corporation is perpetual, unless sooner terminated in accordance with the Articles of Incorporation.

Basis of consolidation: The consolidated financial statements include the Corporation, and its wholly owned subsidiaries, VP Intermediate Company, Van Pool Transportation LLC, JYL Transportation, Inc., Salter Transportation, Inc., Salter Transportation of NH, Inc., NRT Bus, Inc. and its wholly owned subsidiaries, WE Transport Inc. and its wholly owned subsidiaries, Transit Team, Inc., Adroit Advanced Technologies, Inc., Easton Coach Company, LLC and its wholly owned subsidiaries, Leesel Transportation Corp., Leesel Transportation Corporation II, SCR Medical Transportation, LLC, Palmeri Transportation, Inc., F.M. Kuzmeskus, Inc. and its wholly owned subsidiary, Tri-County Transportation, Inc. and its wholly owned subsidiary, Midwest Paratransit Services, Inc., Huntington Coach Corporation and its wholly owned subsidiaries, Franmar Corporation, The Kincaid Group Holdings, Inc. and its wholly owned subsidiaries, Royal Coach Lines, LLC and its wholly owned subsidiary, Rolling V Bus Corp., Local Motion, LLC, Easton Bus Services, LLC, and Cedar Bus Company, LLC. The Corporation's fiscal year-end is June 30 (i.e., July 1 to June 30 represents a "Fiscal Year"). All intercompany transactions have been eliminated in consolidation.

Business operations: Backed by nearly 100 years of experience, Beacon Mobility is a growing family of companies whose purpose is to provide mobility without limits, transporting people to live, learn, and achieve. The Corporation offers transportation services in 25 states across multiple business lines:

- Student transportation for special education and regular education for school districts;
- Paratransit services for individuals with disabilities;
- Charter services covering athletic programs, field trips and social events;
- Non-emergency medical transportation programs; and
- Services provided through the Midwest Bus Sales and Adroit Advanced Technologies branded entities.

Cash and cash equivalents: For purposes of the consolidated statements of cash flows, the Corporation considers all highly-liquid debt instruments purchased with an original maturity of three months or less to be cash equivalents.

Property and equipment: Property and equipment are stated at cost. The Corporation capitalizes all items, which management estimates to have a useful life of more than one year and were acquired or produced for a cost of $5,000 or more. Costs for repairs and maintenance are expensed as incurred. Depreciation is provided using the straight-line method over the estimated useful lives of the assets.

Goodwill and intangible assets: The Corporation has elected to amortize goodwill over a period of ten years, trade names over seven to ten years and the acquired customer contracts over four to seven years. Goodwill is tested for impairment if an event occurs or circumstances change that indicates the fair value of the entity may be below its carrying amount.

Debt issuance costs: Debt issuance costs include loan closing costs. Debt issuance costs are presented in the consolidated balance sheets as a reduction of the carrying amount of the debt and are amortized and reported as interest expense over the life of the loan, using the effective interest method.

Note 1. Nature of Operations and Summary of Significant Accounting Policies (Continued)

Net investment in sales-type leases: Net Investment in sales-type leases is carried at original invoice amount, less prior principal payments received and less an estimate made for credit losses based on a review of all outstanding amounts on a monthly basis. Management determined the allowance for credit losses by regularly evaluating individual lease receivables and considering a customer's financial condition and credit history, current economic conditions, and the value of the lease property. At June 30, 2024, management has determined no allowance for credit losses is necessary for sales-type leases. Lease receivables are written off based on individual credit evaluations and specific circumstances of the lessee. Upon the write-off, the Corporation takes possession of the collateral, which is the equipment under lease. Interest income is recorded as the payments are received. No interest income is accrued on past-due payments. Payments are considered past due after their scheduled payment date.

Inventory valuation: Inventories consist of new and used buses and parts and are stated at the lower of cost or net realizable value. Cost is determined using the fist-in, first-out (FIFO) method for parts and specific-identification method for buses.

Revenue recognition (ASC 606 and 842): The core principle of the Accounting Standards Codification (ASC) 606 is to recognize revenue to depict the transfer of promised goods or services to customer in an amount that reflects the consideration to which the Corporation expects to be entitled in exchange for those goods and services.

ASC 606 provides a five-step model for recognizing revenue from contracts with customers as follows:

- Identify the contract with a customer
- Identify the performance obligations in the contract
- Determine the transaction price
- Allocate the transaction price to performance obligations in the contract
- Recognize revenue when or as performance obligations are satisfied

The Corporation recognizes revenue from transportation services at a transaction price that reflects the consideration the Corporation expects to be entitled to in exchange for satisfaction of a separate performance obligation. Out-of-pocket costs charged to customers, such as parking and tolls, are included in the transaction price. Customer discounts and rebates reduce the transaction price. Any discount or rebate that varies based on the customer's annual sales volume or performance is considered "variable consideration" and is estimated and accrued for in the year recognized. The Corporation will update estimates of variable consideration at each reporting date until the uncertainty is resolved.

In cases where the Corporation has a "stand-ready" obligation to provide ground transportation on demand, that portion of the revenue associated within the contract as a "stand-ready" performance obligation is deferred and recognized ratably on a straight-line basis over the contract term.

Revenue from bus sales, parts and service are recognized at a point-in-time at the time of delivery to, or pick-up by, the customer.

Note 1. Nature of Operations and Summary of Significant Accounting Policies (Continued)

New and used bus sales: The Corporation sells new and used busses at the dealership location. The transaction price for a bus sale is determined with the customer at the time of sale. Customers often trade in their own bus to apply toward the purchase of a retail new or used bus. The "trade-in" vehicle is a type of noncash consideration measured at fair value, based on external and internal market data for a specific bus, and applied as payment to the contract price for the purchased bus. When the Corporation sells a new or used bus, typically transfer of control transfers at a point in time delivery of the bus to the customer, which is generally at the time of sale. The Corporation does not directly finance its customer's bus purchases or leases. In many cases, the Corporation arranges third-party financing for the retail sale or lease of bus to customers in exchange for a fee paid to the Corporation by a third-party financial institution.

Parts and service: The Corporation sells parts and automotive services related to customer-paid repairs and maintenance, and repairs and maintenance under manufacturer warranties. The Corporation also sells parts through wholesale and retail counter channels. Each automotive repair and maintenance service is a single performance obligation that includes both the parts and labor associated with the service. Payment for each automotive service is typically due upon completion of the service, which is generally completed within a short period from contract inception. The transaction price for automotive repair and maintenance services is based on the parts used; the number of labor hours applied, and standardized hourly labor rates. The Corporation satisfies performance obligations, transfer of control and recognized revenue over time for automotive repair and maintenance services because an asset is being created with no alternative use and the Corporation has an enforceable right to payment for performance completed to date. The Corporation uses an input method to recognize revenue and measure progress based on labor hours expended to be the relevant measure of work performed to complete the automotive repair or maintenance service for the customer. As a practical expedient, since automotive repair and maintenance service contracts have an original duration of one year or less, the Corporation does not consider the time value of money and does not disclose estimated revenue expected to be recognized in the future for performance obligations that are unsatisfied at the end of the reporting period or when revenue is expected to be recognized.

The transaction price for wholesale and retail counter parts sales is determined at the time of sale based on the quantity and price of each product purchased. Payment is typically due at time of sale, or within a short period following the sale. The Corporation establishes provisions, which are not significant, for estimated parts returns based on historical information and current trends. Delivery method of wholesale and retail counter parts vary. The Corporation generally considers control of wholesale and retail counter parts to transfer when the products are shipped, which typically occurs the same day as or within a few days of sale.

Under the guidance of ASC 842, for both sales-type and operating leases, the Corporation records a lease receivable equal to the net investment in the lease, less related unearned income and less an allowance for uncollectible amounts.

For sales-type leases, the Corporation also records lease inception sales revenue and cost of goods sold. The selling profit recorded at lease inception is computed as the lesser of: (1) the fair value of the leased asset or (2) the sum of the lease receivable and any prepaid rent, net of lease incentives, less the carrying amount of the leased asset, net of any unguaranteed residual value, and any deferred initial direct costs. Unearned income for sales-type leases are amortized over the lease term using the interest method.

Note 1. Nature of Operations and Summary of Significant Accounting Policies (Continued)

Revenue recognized for sales-type leases under ASC 842 total $18,803,914 and $17,818,508 for the years ended June 30, 2024 and 2023. Revenue recognized overtime under ASC 606 totaled $1,163,293,432 and $885,147,389 for the years ended June 30, 2024 and 2023, respectively. Revenue recognized at a point in time under ASC 606 totaled $135,665,059 and $87,146,280 for the years ended June 30, 2024 and 2023, respectively.

Under the operating method of accounting for leases, the cost of the equipment is recorded as an asset and is depreciated over its estimated useful life and the rental income is recognized ratably as the lease rental payments are earned. The rentals under operating leases are included in revenues as earned over the term of the leases. Equipment subject to an operating lease is depreciated as described below. The leases are collateralized by the equipment and the Corporation will repossess the equipment if collections become delinquent. The Corporation has elected a practical expedient to recognize incremental costs incurred to obtain contracts, which primarily represent sales commissions where the amortization period would be less than one year, as a selling expense when incurred in the financial statements.

Income taxes: Deferred income taxes are provided for temporary differences arising from assets and liabilities whose bases are different for financial reporting and income tax purposes. Temporary differences are the differences between reported amounts of assets and liabilities and their tax basis. The sources of temporary differences are primarily the differences in depreciation and amortization, accrued expenses, and net operating loss carry-forwards. Deferred income taxes have been provided to represent the effect of these timing differences.

Governing authorities generally operate with a three-year statute of limitations to examine previously filed income tax returns. The Corporation has filed the income tax returns timely, and management believes any potential change due to audit would not have a material effect on the financial statements.

Use of estimates: The preparation of consolidated financial statements in conformity with accounting principles generally accepted in the United States of America (GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Advertising: The Corporation utilizes advertising for recruiting purposes and expenses its advertising costs as incurred. Total advertising expense for the years ended June 30, 2024 and 2023, totaled $2,543,342 and $2,539,810, respectively.

Integration and system implementation: The Corporation works to integrate acquisitions including implementing a suite of standard operating systems. These expenses are recorded as they are incurred and are not expected to be recurring.

Fuel hedges: The Corporation uses derivatives to manage risks related to fuel price movements. Fuel hedge contracts designated and qualifying as cash flow hedges are reported at fair value. The Corporation documents its risk management strategy at the inception of each hedge. The Corporation may restructure hedges in response to market conditions prior to their original settlement dates, which may result in changes in hedge coverage levels and the potential recognition of gains or losses in such hedge contracts.

Note 1. Nature of Operations and Summary of Significant Accounting Policies (Continued)

All hedge contracts are recorded at fair value, and the changes in fair value are immediately included in earnings (included in the fuel expense), as the derivatives have not been formally designated as effective hedges for accounting purposes. The Corporation marked the value of their hedge contracts to fair value and recorded a net unrealized gain of $992,111 and $381,483 for the years ended June 30, 2024 and 2023, respectively, which are included within vehicle expense on the statements of operations.

Fair value of derivative instruments is included on the consolidated balance sheets at June 30, 2024 and 2023, and consist of the following:

Asset Derivatives	Location	Fair Value 2024	Fair Value 2023
Commodity contracts	Other current assets	$ 1,237,053	$ 5,430,438

Contingent consideration: The contingent consideration is recorded at fair value as of the consolidated balance sheet date based on estimated amounts that will be earned under applicable purchase agreements and discounted using the Corporation's cost of borrowing (a Level 3 fair value measurement). Adjustments to fair value, if any, are recorded as of that date and are included in transaction costs on the accompanying consolidated statements of operations.

Employee leave entitlement: Employee entitlements to annual leave are recognized when they accrue to employees. A provision is made for the estimated liability for annual leave as a result of services rendered by employees up to the end of the reporting period. The Corporation also provides for certain sick pay benefits as required by the Earned Sick Time Law in the Internal Revenue Code (IRC). These benefits are recognized by the Corporation as an expense as they are paid at the time employees take statutorily authorized leave.

Insurance: The Corporation carries high insurance deductibles for workers compensation and auto liability claims. Claims are accrued based upon the Corporation's historical experience and industry data. Specific excess insurance has been purchased to provide for aggregate claims in excess of an amount calculated based on certain loss factors, as defined in the policies. The Corporation has accrued for incurred but unpaid or unreported claims on the Corporation's self-insurance of $58,762,143 and $49,395,087 as of June 30, 2024 and 2023, respectively. Amounts expected to be paid in the next fiscal year have been presented as current liabilities.

Employee retention credit: The employee retention credit (ERC) is a tax credit created with the March 27, 2020, enactment of the Coronavirus Aid, Relief, and Economic Security Act. The credit gave employers a refundable tax credit that equals 50% of the qualified wages they pay to employees after March 12, 2020, and before December 31, 2020. The maximum wage amount that can be included is capped at $10,000 per employee, which makes the claimable credit maximum $5,000 per employee. On December 27, 2020, the Taxpayer Certainty and Disaster Tax Relief Act of 2020 extended the employee retention credit and made various changes. The tax credit increased to 70% of qualified wages after December 31, 2020 through June 30, 2022. Qualified wages are limited to $10,000 per employee per calendar quarter in 2022. The maximum ERC amount available is $7,000 per employee per calendar quarter, for a total of $14,000 in 2022. As of June 30, 2024 and 2023, the Corporation is due refunds of $2,106,869 and $2,106,869, respectively, related to tax credits that it has applied for but have not received, which are included in tax credit receivable on the accompanying consolidated balance sheets.

Reclassifications: Certain insignificant reclassifications have been made to the June 30, 2023 consolidated financial statements to conform to the June 30, 2024, presentation with no effect on net loss.

Note 1. Nature of Operations and Summary of Significant Accounting Policies (Continued)

Leases: In February 2016, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2016-02, *Leases (Topic 842)*, to increase transparency and comparability among organizations related to their leasing arrangements. Topic 842 requires lessees to recognize lease assets representing the right-to-use (ROU) an underlying asset and lease liabilities representing the obligation to make lease payments over the lease term, measured on a discounted basis, for substantially all leases. The new lease standard retains a distinction between finance leases and operating leases using classification criteria that is substantially similar to the previous lease guidance, with classification affecting the pattern of expense recognition in the income statement. Topic 842 also requires significant incremental quantitative and qualitative disclosures about leasing arrangements, including information depicting the amount, timing and uncertainty of cash flows pertaining to an entity's leases. The Corporation adopted Topic 842 on July 1, 2022, using the optional transition method to the modified retrospective approach. Under this transition provision, results for reporting periods beginning on July 1, 2022, are presented under Topic 842, while prior period amounts continue to be reported and disclosed in accordance with the Corporation's historical accounting treatment under ASC Topic 840, Leases.

To reduce the burden of adoption and ongoing compliance with Topic 842, a number of practical expedients and policy elections are available under the new lease standard. The Corporation elected the "package of practical expedients" permitted under the transition guidance, which did not require reassessment of whether contracts entered into prior to adoption are or contain leases, and allowed carryforward of the historical lease classification for existing leases. The Corporation has not elected the "hindsight" practical expedient, and therefore will measure the ROU asset and lease liability using the remaining lease terms at adoption of Topic 842 on July 1, 2022.

The Corporation made an accounting policy election under Topic 842 not to recognize ROU assets and lease liabilities for leases with a term of twelve months or less. For all other leases, the initial measurement of the ROU asset and lease liability is based on the present value of future lease payments over the lease term at the commencement date of the lease (or July 1, 2022, for existing leases upon the adoption of Topic 842). Future lease payments may include fixed rent escalation clauses or payments that depend on an index (such as the consumer price index), which is initially measured using the index or rate at lease commencement. Subsequent changes in an index and other periodic market-rate adjustments to base rent are recorded in variable lease expense in the period incurred. Residual value guarantees or payments for terminating the lease are included in the lease payments only when it is probable they will be incurred. To determine the present value of lease payments, the Corporation has made an accounting policy election available to non-public companies to use a risk-free rate, which is aligned with the lease term at the lease commencement date (or the remaining term for leases existing upon the adoption of Topic 842). The ROU assets also include any initial direct costs incurred and lease payments made at or before the commencement date, and are reduced by any lease incentives.

The Corporation's leases may include a non-lease component representing additional services transferred to the Corporation, such as common area maintenance for real estate. The Corporation made an accounting policy election to account for each separate lease component and the non-lease components associated with that lease component as a single lease component. Non-lease components that are variable in nature are recorded in variable lease expense in the period incurred.

Adoption of Topic 842 resulted in the recording of ROU assets and lease liabilities related to the Corporation's operating leases of approximately $47,298,540 and $47,298,540, respectively, on July 1, 2022. The adoption of the new lease standard did not materially impact our consolidated net loss or consolidated cash flows and did not result in a cumulative-effect adjustment to the opening balance of retained earnings.

Note 1. Nature of Operations and Summary of Significant Accounting Policies (Continued)

Recently adopted accounting pronouncements: In June 2016, the FASB issued ASU 2016-13, *Financial Instruments—Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments*. The amendments in this update require a financial asset (or group of financial assets) measured at amortized cost basis to be presented at the net amount expected to be collected. The allowance for credit losses is a valuation account that is deducted from the amortized cost basis of the financial asset(s) to present the net carrying value at the amount expected to be collected on the financial asset. The amendments in this update eliminate the probable initial recognition threshold in current GAAP and, instead, reflect an entity's current estimate of all expected credit losses. In November 2019, the FASB issued ASU 2019-10, *Financial Instruments—Credit Losses (Topic 326), Derivatives and Hedging (Topic 815), and Leases (Topic 842)*, which delayed the implementation for ASU 2016-02. The Corporation adopted ASU 2016-13 for the year ended June 30, 2024. The adoption of ASU 2016-13 did not have a significant impact on the Company's consolidated financial statements.

Subsequent events: Management has evaluated the effect of subsequent events through October 1, 2024, which is the date the consolidated financial statements were available to be issued.

Subsequent to June 30, 2024, the Corporation made two acquisitions, for which the purchase price aggregated approximately $12 million. The Corporation is in the process of accounting for the purchase price allocation for the transactions.

Note 2. Accounts Receivable

The Corporation accounts for trade receivables by adjusting the outstanding principal through charge-offs and an allowance for credit losses. In estimating the allowance for credit losses, management considers several factors relating to collectability of its receivables, including past payment histories, historical charge-offs and its contractual rights. The Corporation does not have any trade receivables classified as "held for sale" and does not charge interest on over-due accounts. Trade receivables are written-off when management determines that further collection efforts will not result in any material recoveries. On June 30, 2024 and 2023, the allowance for credit losses totaled $1,689,075 and $595,138, respectively.

Note 3. Goodwill and Intangible Assets

At June 30, 2024 and 2023, goodwill consisted of the following:

	As of June 30, 2024			
	Estimated Useful Life	Gross Carrying Amount	Accumulated Amortization	Net Book Value
Goodwill	10	$ 758,628,603	$ 208,311,864	$ 550,316,739
		$ 758,628,603	$ 208,311,864	$ 550,316,739

	As of June 30, 2023			
	Estimated Useful Life	Gross Carrying Amount	Accumulated Amortization	Net Book Value
Goodwill	10	$ 687,348,097	$ 135,204,058	$ 552,144,039
		$ 687,348,097	$ 135,204,058	$ 552,144,039

Amortization expense related to goodwill totaled $73,107,806 and $61,632,254 for the years ended June 30, 2024 and 2023, respectively.

Note 3. Goodwill and Intangible Assets (Continued)

Roll forward of Goodwill:

Balance as of June 30, 2023	$ 687,348,097
Goodwill from acquisitions	70,218,088
Measurement period adjustments from prior acquisitions	1,062,418
Balance as of June 30, 2024	$ 758,628,603

At June 30, 2024 and 2023, intangible assets consisted of the following:

	As of June 30, 2024			
	Estimated Useful Life	Gross Carrying Amount	Accumulated Amortization	Net Book Value
Customer contracts	4-7	$ 153,727,836	$ 64,125,459	$ 89,602,377
Developed technology	7	2,180,000	778,572	1,401,428
Dealership agreement	18	3,000,000	291,667	2,708,333
Trade name	7-15	68,779,149	18,191,100	50,588,049
		$ 227,686,985	$ 83,386,798	$ 144,300,187

	As of June 30, 2023			
	Estimated Useful Life	Gross Carrying Amount	Accumulated Amortization	Net Book Value
Customer contracts	4-7	$ 129,577,836	$ 39,301,043	$ 90,276,793
Developed technology	7	2,180,000	467,143	1,712,857
Dealership agreement	18	3,000,000	125,000	2,875,000
Trade name	7-15	61,109,149	12,238,076	48,871,073
		$ 195,866,985	$ 52,131,262	$ 143,735,723

Amortization expense related to intangible assets totaled $31,255,536 and $24,321,797 for the years ended June 30, 2024 and 2023, respectively.

	Goodwill	Intangible Assets	Total
Estimated future amortization expense:			
For the year ended June 30, 2025	$ 75,287,227	$ 32,186,566	$ 107,473,793
For the year ended June 30, 2026	75,287,227	26,973,200	102,260,427
For the year ended June 30, 2027	75,287,227	19,880,207	95,167,434
For the year ended June 30, 2028	74,372,235	14,459,371	88,831,606
For the year ended June 30, 2029	68,093,817	7,598,897	75,692,714
Thereafter	181,989,006	43,201,946	225,190,952
	$ 550,316,739	$ 144,300,187	$ 694,616,926

Note 4. Related-Party Transactions

During the years ended June 30, 2024 and 2023, the Corporation paid management fees of $11,249,961 and $8,352,851, respectively, to affiliates of the Corporation. These amounts are included in selling, general and administrative on the accompanying consolidated statements of operations.

During the years ended June 30, 2024 and 2023, the Corporation paid rent of $14,558,982 and $11,884,143, respectively, to an affiliate. These amounts are included in selling, general and administrative on the accompanying consolidated statements of operations.

During the years ended June 30, 2024 and 2023, the Corporation paid fees related to acquisitions of $2,375,406 and $7,535,182, respectively, to an affiliate. These amounts are included in transaction costs on the accompanying consolidated statements of operations.

Note 5. Line of Credit

The Corporation has a revolving line of credit with Barings Finance, LLC, amended on February 4, 2023, to a borrowing limit of $67,697,279 bearing interest at the Secured Overnight Financing Rate (SOFR) (5.34% as of June 30, 2024), plus an applicable margin. The line is secured by the assets of the Corporation and is subject to certain financial covenants. As of June 30, 2024 and 2023, the Corporation had $0 of outstanding borrowings under this agreement.

Note 6. Long-Term Debt

The Corporation holds a note payable with Barings Finance, LLC, for which quarterly installments of fixed principal of $485,791 plus interest are paid quarterly. The note bears interest at a variable rate, typically SOFR as elected by the Corporation, plus an applicable margin (8.5% at June 30, 2024). On June 1, 2022, the Corporation purchased Transit Team, Inc., for which $34,000,000 of debt was added to the term loan. On February 1, 2023, the Corporation purchased Huntington Coach, for which $50,000,000 of debt was added to the term loan. The note matures on May 22, 2024, and is secured by all business assets of the Corporation and is subject to certain financial covenants.

As part of the credit agreement with Barings Finance, LLC, the Corporation has a delayed draw term loan available through May 22, 2024, which was amended on June 21, 2022, to provide up to $515,000,000 of incremental debt capacity to a total facility of $554,442,607. The proceeds from the delayed draw term loans have primarily been used to fund acquisitions. The loan is subject to an annual commitment fee of 1% of the unutilized portion of the loan. This loan requires quarterly principal payments of $661,083. As of June 30, 2024 and 2023, the Corporation is required and has maintained a total debt to EBITDA ratio of at least 7.5-to-1, as described in the agreement.

On September 1, 2023, the Corporation and the lenders amended the debt agreement. The terms of the amendment included that certain lenders agreed to fund additional loans and loan commitments totaling $410,000,000, as well as funding of $25,000,000 in the priority revolving loan commitment and $12,000,000 of additional commitment to the delayed draw term loan. In addition, the amendment extended the due date of all outstanding loans and commitments in effect, under the existing credit agreement from May 22, 2024 to December 31, 2025. In relation to the amendment, the Corporation paid off $253,073,934 of the outstanding balance related to the credit agreement on the effective amendment date. The funds from the amendment were used in order to purchase Royal Coach Lines, LLC and Local Motion. On October 20, 2023, the Corporation and the lenders amended the debt agreement in order to fund additional commitment for the delayed draw term loan of $60,000,000. On May 17, 2024, the Corporation and the lenders amended the debt agreement in order to fund and additional commitment of $50,000,000 for the priority revolving loan.

Note 6. Long-Term Debt (Continued)

On April 23, 2020, the Corporation acquired a Secured Equipment Line with Brookline Bank, which allows for borrowings up to $15,000,000 for the Corporation's equipment needs. This Note bears interest at 3.97%, expiring April 1, 2027. The line was secured by all assets of the Corporation. Monthly payments of $15,901 are required for principal and interest commencing on May 1, 2020 through maturity. The Company used the funds from the credit agreement above to pay off the remaining balance on September 1, 2023. As of June 30, 2024 and 2023, the Corporation had an outstanding balance of $0 and $32,692,744, respectively.

On January 30, 2023, the Corporation entered into an agreement with Clarus Capital, which allows for the Corporation to take out funding in the form of a lease for specific transactions. As of June 30, 2024 and 2023, the balance owed to Clarus Capital totaled $50,924,153 and $58,776,020, respectively.

Daimler notes payable—floor plan: The floor plan represents amounts payable under trust receipt transactions secured by new and used bus inventories, the floor plan includes both a Pledge line and a Wholesale line. Interest paid monthly at varying rates. The balance at June 30, 2024 and 2023, was $79,687,208 and $73,790,259, respectively. The effective interest rate is 2.25% at June 30, 2024. The Corporation has a total of $190,000,000 under their floor plan agreement as of June 30, 2024.

The following costs are presented net in the accompanying consolidated balance sheets as of June 30, 2024 and 2023:

	2024	2023
Long-term debt balance at year-end	$ 1,457,468,995	$ 1,244,270,097
Daimler long-term debt	79,687,208	73,790,259
Less unamortized deferred financing costs	(17,507,914)	(9,474,221)
	1,519,648,289	1,308,586,135
Current portion	75,359,531	285,718,410
Net	$ 1,444,288,758	$ 1,022,867,725

Approximate future maturities of long-term debt for the next five years and thereafter are as follows:

	Barings	Clarus	Daimler	Totals
2025	$ 16,434,412	$ 10,698,883	$ 48,226,236	$ 75,359,531
2026	1,389,600,431	11,862,157	12,428,928	1,413,891,516
2027	-	28,873,112	7,580,687	36,453,799
2028	-	-	9,962,519	9,962,519
2029	-	-	1,488,838	1,488,838
Thereafter	-	-	-	-
				$ 1,537,156,203

Note 7. Leases

The Corporation determines if an arrangement is or contains a lease at inception, which is the date on which the terms of the contract are agreed to, and the agreement creates enforceable rights and obligations. Under Topic 842, a contract is or contains a lease when (i) explicitly or implicitly identified assets have been deployed in the contract and (ii) the customer obtains substantially all of the economic benefits from the use of that underlying asset and directs how and for what purpose the asset is used during the term of the contract. The Corporation also considers whether its service arrangements include the right to control the use of an asset.

The Corporation's facilities are leased under long-term lease agreements or tenant-at-will agreements accounted for as operating leases with initial terms ranging from one to 10 years. Most leases include one or more options to exercise renewal terms that can extend the lease term from one to five years, generally at the Corporation's sole discretion. In addition, certain leases contain termination options, where the rights to terminate are held by either the Corporation, the lessor, or both parties. These options to extend or terminate a lease are included in the lease terms when it is reasonably certain that the Corporation will exercise that option. The Corporation's leases generally do not contain any material restrictive covenants or residual value guarantees.

Operating lease cost and sub-lease income is recognized on a straight-line basis over the lease term. The components of lease expense are as follows:

	2024	2023
Lease cost		
Total lease cost	$ 26,657,317	$ 20,566,285
	$ 26,657,317	$ 20,566,285

Rent expense was $ 31,164,867 and $14,768,055 for the years ended June 30, 2024 and 2023, respectively.

Supplemental cash flow information related to leases is as follows:

	2024	2023
Cash paid for amounts included in measurement of lease liabilities:		
Cash outflows—payments on leases	$ 28,166,911	$ 18,865,026
Right-of-use assets obtained in exchange for new lease obligations:		
Operating and financing leases	4,623,023	117,127,541

Supplemental balance sheet information related to leases is as follows:

	June 30	
	2024	2023
Operating lease right-of-use assets	$ 110,480,558	$ 93,874,700
Current portion of operating lease liabilities	$ 22,964,237	$ 20,978,128
Current portion of finance lease liabilities	1,559,044	2,840,927
Finance lease liabilities, net of current	7,981,325	7,251,606
Operating lease liabilities, net of current	80,114,089	75,267,132
Total operating lease liabilities	$ 112,618,695	$ 106,337,793

Note 7. Leases (Continued)

	2024	2023
Weighted-average remaining lease term—operating leases	5.2 years	5.2 years
Weighted-average discount rate—operating leases	3.55%	3.44%

Future undiscounted cash flows for each of the next five years and thereafter and reconciliation to the lease liabilities recognized on the balance sheet as of June 30, 2024, is as follows:

Year ending June 30,	
2025	$ 29,261,693
2026	26,903,541
2027	20,748,949
2028	15,050,493
2029	11,532,138
Thereafter	20,685,489
Total lease payments	124,182,303
Less imputed interest	(11,563,608)
Total present value of lease liabilities	$ 112,618,695

Note 8. Sales-Type Leases

The Corporation's leasing operations include leasing under sales-type leases expiring in various years through 2030. The following is a summary of the Corporation's net investments in sales-type at June 30, 2024:

Total minimum lease payment to be received	$ 5,522,145
Less unearned income	(1,357,780)
Net investment in sales-type leases	$ 4,164,365

At June 30, 2024, the minimum future lease payments to be received under the sales-type leases are as follows:

Years ending June 30:	
2025	$ 2,698,469
2026	1,313,991
2027	897,092
2028	561,936
2029	50,657
Thereafter	-
Total	$ 5,522,145

Note 9. Capital Transactions

At June 30, 2024 and 2023, the Corporation has 227,218 shares of $.01 par value common stock issued and outstanding (500,000 shares authorized).

Note 10. Income Taxes

The Corporation recognizes deferred tax assets and liabilities for expected future income tax consequences of events that have been recognized in the Corporation's consolidated financial statements. Valuation allowances are established when necessary to reduce deferred tax assets to the amount expected to be realized. Deferred tax assets and liabilities are adjusted for the effects of changes in tax laws and rates, if any, on the date of enactment. The deferred benefit from income taxes shown in the Corporation's consolidated statements of operations is based on the change during fiscal period in the Corporation's deferred tax assets and liabilities.

The effects of temporary differences that give rise to significant portions of deferred tax assets and liabilities as of June 30, 2024 and 2023, are as follows:

	2024	2023
Deferred tax assets (liabilities):		
Allowance for doubtful accounts	$ 470,937	$ 378,079
Accrued expenses and reserves	18,157,479	6,670,911
Amortization	(12,194,383)	(20,986,430)
Net operating loss carryforwards	19,443,799	29,746,400
Depreciation	(102,075,777)	(100,382,346)
Interest limit carryforward	80,426,712	37,041,831
Transaction costs	7,131,520	3,591,014
Right of use asset	(30,944,755)	(27,923,521)
Lease liabilities	31,266,283	28,386,149
Less valuation allowance	(54,686,378)	-
	$ (43,004,563)	$ (43,477,913)

At June 30, 2024 and 2023, the Corporation has federal net operating loss carryforwards of $80,967,596 and $85,220,779, respectively. At June 30, 2024 and 2023, the Corporation has state net operating loss carryforwards of $40,842,723 and $21,270,844, respectively. The federal and state net operating loss carryforwards begin to expire in 2036 through 2044.

The Company regularly assesses the ability to realized deferred tax assets recorded based upon the weight of available evidence. The Company believes that, based on a number of factors, it is more likely than not, that all of the deferred tax assets will not be realized. The Company has provided a $54,686,378 valuation allowance against the Company's net deferred tax assets as of June 30, 2024.

The provision for (benefit from) income taxes reflected in the consolidated statements of operations consists of the following components for the years ended June 30, 2024 and 2023:

	2024	2023
Current:		
Federal	$ 2,086,400	$ -
State	5,697,682	1,322,034
	7,784,082	1,322,034
Deferred:		
Federal	5,098,547	(18,713,822)
State	(7,879,546)	(13,452,659)
	(2,780,999)	(32,166,481)
	$ 5,003,083	$ (30,844,447)

Note 11. Retirement Plan

The Corporation sponsors defined contribution retirement plans covering substantially all employees meeting minimum age and service requirements. Employer contributions are based on a percentage of each participant's compensation and subject to limitations imposed by the IRC. For the years ended June 30, 2024 and 2023, retirement expense totaled $6,441,933 and $4,700,853, respectively.

Note 12. Unit Incentive Plan

The 2018 unit incentive plan (the Plan) of Van Pool Group Holdings, LP (Parent), was adopted by the board on March 22, 2018, for employees, managers, consultants and advisers of the Parent and its subsidiaries, to advance the best interests of the Parent and its Subsidiaries by providing those persons who have a substantial responsibility for their management and growth with additional incentives by allowing such persons to acquire an equity interest in the Parent and thereby encouraging them to contribute to the success of the Parent and its subsidiaries and, in the case of employees, to remain in their employ. The availability and offering of Class A units and Class P units under the Plan also is intended to increase the Parent and its subsidiaries' ability to attract and retain individuals of exceptional managerial talent upon whom, in large measure, the sustained progress, growth and profitability of the Parent and its subsidiaries depends. The Plan is intended to be a compensatory benefit plan within the meaning of Rule 701 of the Securities Act and, unless and until the Class A units or Class P units are publicly traded, the issuance of Class A units and Class P units pursuant to the Plan is intended to qualify for the exemption from registration under the Securities Act provided by Rule 701.

Class P units may be granted or sold under the Plan. Any Class P units that expire or are canceled, terminated or forfeited in any manner, or any Class P units are repurchased by the Parent or any of its affiliates, then such Class P units will again be available for issuance and sale under the Plan. Class P units issued to its employees have a vesting period of five years. During the year ended June 30, 2023, the Corporation issued 716 of Class P units. There were no Class P units issued in 2024, the fair value of the Class P units issued in 2023 was estimated at $152. The Corporation will recognize these costs over a five-year period and an expense of $375,326 and $502,363 has been recorded as compensation expense in general and administrative expenses in the consolidated statements of operations for the years ended June 30, 2024 and 2023, respectively.

A summary of the Class P unit activity for the years ended June 30, 2024 and 2023, is as follows:

	Number of Units	Weighed Average Exercise Price
Outstanding, July 1, 2023	18,938	$ 0.50
Granted	-	0.50
Exercised	-	0.50
Forfeited or repurchased	(805)	0.50
Outstanding, June 30, 2024	18,133	0.50
Exercisable, June 30, 2024	9,159	$ 0.50

Note 12. Unit Incentive Plan (Continued)

	Number of Units	Weighed Average Exercise Price
Outstanding, July 1, 2022	18,818	$ 0.50
Granted	716	0.50
Exercised	-	0.50
Forfeited or repurchased	(596)	0.50
Outstanding, June 30, 2023	18,938	0.50
Exercisable, June 30, 2023	9,200	$ 0.50

Note 13. Fair Value Measurements

FASB ASC 820, Fair Value Measurements and Disclosures, establishes a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). The three levels of the fair value hierarchy are described below:

Level 1: Unadjusted quoted prices in active markets that are accessible at the measurement date for identical, unrestricted assets or liabilities;

Level 2: Quoted prices in markets that are not considered to be active or financial instruments for which all significant inputs are observable, either directly or indirectly;

Level 3: Prices or valuations that require inputs that are both significant to the fair value measurement and unobservable.

A financial instrument's level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement.

In estimating the fair value of the assets acquired, the Corporation considers information obtained about the acquired asset as a result of its due diligence activities, including historical operating results, known trends and market conditions that may affect the asset and various valuation methods, such as estimated cash flow projections utilizing appropriate discount and capitalization rates, as well as available market information.

Note 14. Concentrations

The Corporation places its cash with high credit quality financial institutions. Amounts over $250,000 per depositor are in excess of Federal Deposit Insurance Corporation (FDIC) insurance limits. At certain times, the Corporation has higher than the FDIC limits in its cash accounts.

Accounts receivable potentially subjects the Corporation to concentrations of credit risk. At June 30, 2024 and 2023, there were no concentrations of credit risk from customers.

Accounts payable potentially subjects the Corporation to concentrations of credit risk. At June 30, 2024 and 2023, there were no concentrations of credit risk.

Note 15. Contingencies

In the normal course of business, the Corporation is subject to various claims. Due to the uncertainty of these matters, an estimate of loss cannot currently be made. Management does not believe that any of these claims will have a material impact on the business.

Note 16. Union Contracts

The Corporation has collective bargaining agreements with various unions which provides for benefits and various hourly rate increases. These contracts cover substantially all drivers, matrons and mechanics employed by the Corporation. The contracts expire at various dates through 2025. Approximately 39% of the Corporation's workforce are members of a union.

Note 17. Acquisitions

On August 1, 2022, Van Pool Transportation LLC purchased 100% of the stock of Palmeri Transportation, Inc. (Palmeri).

On September 1, 2022, Van Pool Transportation LLC purchased 100% of the stock of F.M. Kuzmeskus, Inc. and its wholly owned subsidiaries (collectively, TravelKuz).

On September 7, 2022, Van Pool Transportation LLC purchased 100% of the stock of Alltown Bus Service, LLC and its wholly owned subsidiaries (collectively, Alltown).

On October 7, 2022, Van Pool Transportation LLC purchased 100% of the stock of Kincaid Group and Companies and its wholly owned subsidiaries (collectively, Kincaid).

On November 1, 2022, Van Pool Transportation LLC purchased 100% of the stock of Tri-County Transportation Inc. and its wholly owned subsidiaries (collectively, Tri-County).

On January 3, 2023, Van Pool Transportation LLC purchased 100% of the stock of Midwest Paratransit Services, Inc. (MPS).

On January 31, 2023, Van Pool Transportation LLC purchased 100% of the stock of Huntington Coach Corporation and its wholly owned subsidiaries (collectively, Huntington).

On March 1, 2023, Van Pool Transportation LLC purchased 100% of the stock of Franmar Corporation (Franmar).

Note 17. Acquisitions (Continued)

The financial results of these transactions have been included in the consolidated financial statements starting on the date of acquisition.

	Palmeri	TravelKuz	Alltown	Tri-County	MPS
Cash consideration paid	$ 1,327,764	$ 11,615,074	$ 81,074,983	$ 37,892,118	$ 1,789,030
Fair value of rollover contributions	-	-	-	-	-
Less cash received		(1,069,089)	(2,779,678)	(27,139)	(177,219)
	1,327,764	10,545,985	78,295,305	37,864,979	1,611,811
Allocated to:					
Accounts receivable	28,853	283,500	3,165,975	1,354,415	300,974
Lease receivable					
Inventory	-	239,088	-	82,225	-
Prepaid expenses and other current assets	18,139	56,743	961,044	811,824	33,934
Property and equipment	1,045,000	6,974,660	24,011,000	9,591,400	-
Operating lease right-of-use assets	-	631,988	6,609,845	7,413,459	-
Accounts payable	-	(10,490)	(261,028)	-	(83,777)
Lease liability current	-	(112,689)	(1,065,033)	(613,283)	-
Accrued expenses and other liabilities	(124,469)	(2,121,449)	(1,275,702)	(907,959)	(19,000)
Deferred revenue	-	(42,319)	-	-	-
Lease liability, net of current	-	(519,299)	(5,544,812)	(6,800,176)	-
Deferred tax liability	-	(1,575,454)	-	-	-
	967,523	3,804,279	26,601,289	10,931,905	232,131
Excess to be allocated to intangibles and goodwill	$ 360,241	$ 6,741,706	$ 51,694,016	$ 26,933,074	$ 1,379,680
Trade names	$ 20,000	$ 450,000	$ 3,800,000	$ 1,600,000	$ -
Customer contracts	-	800,000	11,300,000	2,500,000	-
Goodwill	340,241	5,491,706	36,594,016	22,833,074	1,379,680
	$ 360,241	$ 6,741,706	$ 51,694,016	$ 26,933,074	$ 1,379,680

	Huntington	Franmar	Kincaid	Total
Cash consideration paid	$ 85,940,620	$ 2,326,207	$ 208,791,420	$ 430,757,216
Fair value of rollover contributions	-	-	39,000,000	39,000,000
Less cash received	(164,769)	(250,637)	(4,897,062)	(9,365,593)
	85,775,851	2,075,570	242,894,358	460,391,623
Allocated to:				
Accounts receivable	8,270,353	430,497	19,121,454	32,956,021
Lease receivables	-	-	18,982,314	18,982,314
Inventory	-	-	21,762,500	22,083,813
Prepaid expenses and other current assets	5,311,933	73,583	2,281,610	9,548,810
Property and equipment	38,032,120	396,870	134,646,970	214,698,020
Operating lease right-of-use assets	16,317,293	-	9,589,928	40,562,513
Accounts payable	(195,423)	-	(1,445,949)	(1,996,667)
Lease liability current	(2,812,117)	-	(1,810,767)	(6,413,889)
Accrued expenses and other liabilities	(9,185,824)	(296,902)	(46,322,482)	(60,253,787)
Deferred revenue	-	-	(11,857,839)	(11,900,158)
Daimler debt assumed	-	-	(26,933,017)	(26,933,017)
Lease liability, net of current	(13,505,176)	-	(7,779,161)	(34,148,624)
Deferred tax liability	-	-	(44,524,690)	(46,100,144)
	42,233,159	604,048	65,710,871	151,085,205
Excess to be allocated to intangibles and goodwill	$ 43,542,692	$ 1,471,522	$ 177,183,487	$ 309,306,418
Trade names	$ 5,400,000	$ -	$ 6,500,000	17,770,000
Customer contracts	9,000,000	-	13,200,000	36,800,000
Goodwill	29,142,692	1,471,522	157,483,487	254,736,418
	$ 43,542,692	$ 1,471,522	$ 177,183,487	$ 309,306,418

Note 17. Acquisitions (Continued)

On September 1, 2023, Van Pool Transportation LLC purchased 100% of the stock of Local Motion LLC. (Local Motion).

On September 1, 2023, Van Pool Transportation LLC purchased 100% of the stock of Royal Coach Lines, LLC and its wholly owned subsidiaries (collectively, Royal Coach).

On November 1, 2023, Van Pool Transportation LLC purchased 100% of the stock of Rolling V Bus Company. (Rolling V).

On January 1, 2024, Van Pool Transportation LLC purchased 100% of the stock of Easton Bus Company. (Easton Bus).

On January 3, 2024, Van Pool Transportation LLC purchased 100% of the stock of Cedar Bus Company. (Cedar Bus).

The financial results of these transactions have been included in the consolidated financial statements starting on the date of acquisition.

	Cedar Bus	Rolling V	Easton Bus	Local Motion	Royal Coach	Total
Cash consideration paid	$ 11,410,639	$ 42,833,224	$ 4,980,827	$ 26,933,393	$ 64,227,908	$ 150,385,991
Contingent considerations	-	-	-	2,500,000	7,250,000	9,750,000
Fair value of rollover contributions	-	-	-	-	5,325,000	5,325,000
Less cash received	(500,248)	(2,247,445)	(768,217)	(4,198,357)	(249,585)	(7,963,852)
	10,910,391	40,585,779	4,212,610	25,235,036	76,553,323	157,497,139
Allocated to:						
Accounts receivable	1,762,585	3,186,560	205,287	988,020	663,600	6,806,052
Inventory	56,004	225,864	56,932	399,117	378,172	1,116,089
Prepaid expenses and other current assets	409,672	285,727	286,745	1,073,067	498,556	2,553,767
Property and equipment	2,853,309	12,552,010	3,292,500	12,395,840	29,801,870	60,895,529
Operating lease right-of-use assets	2,794,226	6,839,307	1,330,603	3,496,925	6,909,708	21,370,769
Accounts payable	15,000	(6,074)	-	2,315	(3,484)	7,757
Lease liability current	(314,623)	(562,132)	(246,134)	(376,461)	(1,915,555)	(3,414,905)
Accrued expenses and other liabilities	(1,894,088)	(2,419,523)	(1,669,817)	(2,915,663)	(4,442,271)	(13,341,362)
Deferred revenue	(56,112)	(17,420)	-	(58,592)	-	(132,124)
Lease liability, net of current	(2,479,603)	(6,277,175)	(1,084,469)	(3,120,464)	(4,994,153)	(17,955,864)
Deferred tax liability	-	-	(853,369)	(119,007)	(1,454,281)	(2,426,657)
	3,146,370	13,807,144	1,318,278	11,765,097	25,442,162	55,479,051
Excess to be allocated to intangibles and goodwill	$ 7,764,021	$ 26,778,635	$ 2,894,332	$ 13,469,939	$ 51,111,161	$ 102,018,088
Trade names	$ 700,000	$ 1,500,000	$ -	$ 1,400,000	$ 4,100,000	7,700,000
Customer contracts	1,800,000	7,700,000	-	1,400,000	13,200,000	24,100,000
Goodwill	5,264,021	17,578,635	2,894,332	10,669,939	33,811,161	70,218,088
	$ 7,764,021	$ 26,778,635	$ 2,894,332	$ 13,469,939	$ 51,111,161	$ 102,018,088

The Corporation, with the assistance of a third-party valuation specialist, determined the estimated fair value of the identifiable intangible assets after review and consideration of relevant information including discounted cash flow analyses, market data, and management's estimates. The carrying value of current assets acquired and current liabilities assumed approximate fair value due to their short-term nature.

Note 17. Acquisitions (Continued)

The Corporation has an obligation to transfer up to $2,500,000 and $7,250,000 in contingent consideration to the former owners of Local Motion, and Royal Coach, if specified future financial results are met. The Corporation recorded the acquisition date fair value of these contingent liabilities based on the likelihood of the contingent earn-out payments as part of the consideration transferred. The earn-out payments are subsequently remeasured to fair value each reporting date. The Corporation classified this financial liability as Level 3, due to the lack of relevant observable inputs and market activity. As of June 30, 2024, the Corporation had recorded contingent consideration of $9,750,000.

In the allocation of the purchase price in 2024 and 2023, $70,218,088 and $254,736,418 was assigned to goodwill, respectively. This represents the excess of the purchase price over the estimated fair value of the assets and liabilities acquired. The goodwill is not deductible for tax purposes. Management believes that these acquisitions resulted in the recognition of goodwill primarily due to the synergies derived from combining the operations of each entity and by expanding the customer base for the entities.

In conjunction with the transactions, buyer transaction expenses in the amount of $11,041,056 and $10,635,877 were incurred and recorded as a component of operating expenses in the consolidated statements of operations for the years ended June 30, 2024 and 2023, respectively.

STATE OF NEW YORK

DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.



WITNESS my hand and official seal of the Department of State, at the City of Albany, on August 22, 2011.

Daniel E. Shapiro
First Deputy Secretary of State

Rev. 06/07

23-4NPV—Certificate of Incorporation, No Par Value Stock, Art. 2, Stock Corporation Law.

JULIUS BLUMBERG, INC., LAW BLANK PUBLISHERS
80 EXCHANGE PLACE AT BROADWAY, NEW YORK

Certificate of Incorporation of

WE TRANSPORT, INC.

(Pursuant to Article Two of the Stock Corporation Law)

We, the undersigned, *desiring to form a corporation pursuant to Article Two of the Stock Corporation Law of the State of New York, do hereby make, subscribe and acknowledge this certificate for that purpose, as follows:—*

FIRST:—The name of the proposed corporation is WE TRANSPORT, INC.

SECOND:—The purposes for which this corporation is formed, are as follows, to wit:—

To buy or lease automobiles, station wagons, trucks, buses and other motor vehicles and to operate and conduct a general transportation business for the transportation of persons, baggage and freight for hire; to purchase or otherwise acquire garages for the storage of such vehicles; to maintain a core of competent drivers, mechanics and other necessary employees relative to such business; to conduct the business in conformity with existing laws and Municipal rules and regulations or as such as may be hereinafter enacted; to acquire all real estate necessary to carry out such objects.

3700.6

To take, buy, exchange, lease or otherwise acquire real estate and any interest or right therein, and to hold, own, operate, control, maintain, manage and develop the same and to construct, maintain, alter, manage and control directly or through ownership of stock in any other corporation any and all kinds of buildings, stores, offices, warehouses, mills, shops, factories, machinery and plants, and any and all other structures and erections which may at any time be necessary, useful or advantageous for the purposes of this corporation.

To sell, assign and transfer, convey, lease, or otherwise alienate or dispose of, and to mortgage or otherwise encumber the lands, buildings, real and personal property of the corporation wherever situated, and any and all legal and equitable interests therein.

To purchase, sell, lease, manufacture, deal in and deal with every kind of goods, wares and merchandise, and every kind of personal property, including patents and patent rights, chattels, easements, privileges and franchises which may lawfully be purchased, sold, produced or dealt in by corporations formed under Article Two of the Stock Corporation Law of the State of New York.

To purchase, acquire, hold and dispose of the stocks, bonds and other evidences of indebtedness of any corporation, domestic or foreign, and to issue in exchange therefor its stocks, bonds or other obligations, and to exercise in respect thereof all the rights, powers and privileges of individual owners, including the right to vote thereon; and to aid in any manner permitted by law any corporation of which any bonds or other securities or evidences of indebtedness or stocks are held by this corporation, and to do any acts or things designed to protect, preserve, improve or enhance the value of any such bonds or other securities or evidence of indebtedness or stock.

The foregoing and following clauses shall be construed as objects and powers in furtherance and not in limitation of the general powers conferred by the laws of the State of New York; and it is hereby expressly provided that the foregoing and following enumeration of specific powers shall not be held to limit or restrict in any manner the powers of this corporation, and that this corporation may do all and everything necessary, suitable or proper for the accomplishment of any of the purposes or objects hereinabove enumerated either alone or in association with other corporations, firms, or individuals, to the same extent and as fully as individuals might or could do as principals, agents, contractors or otherwise.

Nothing in this certificate contained, however, shall authorize the corporation to carry on any business or exercise any powers in any state or country which a similar corporation organized under the laws of such state or country could not carry on or exercise; or to engage within or without the State of New York, in the business of a lighting or a transportation corporation, or in the common carrier business or to issue bills, notes or other evidence of debt for circulation as money.

THIRD:—The total number of shares which may be issued by the corporation is

two hundred *all of which shall be without par value.*

The capital of the corporation shall be at least equal to the sum of the aggregate par value of all issued shares having par value, plus the aggregate amount of consideration received by the corporation for the issuance of shares without par value, plus such amounts as, from time to time, by resolution of the Board of Directors, may be transferred thereto.

FOURTH:—The office of the corporation is to be located in the Town of Oyster Bay *County of* Nassau *, State of New York. The address to which the Secretary of State shall mail a copy of any process against the corporation which may be served upon him pursuant to law is* Room 411, 384 East 149th Street, Bronx 55, New York.

FIFTH:—The duration of said corporation shall be perpetual.

SIXTH:—The number of directors shall be not less than three (3) nor more than five (5), and it is hereby provided, pursuant to law, that the directors are not required to be stockholders.

SEVENTH:—The names and post-office addresses of the directors until the first annual meeting of the stockholders, are as follows:—

Names	*Post Office Addresses*
ALFRED L. KRASNER	320 Garfield Street Haworth, New Jersey
MARSHALL H. KOZINN	940 Grand Concourse Bronx, New York
HARRIET GARBER	75 West 238th Street Bronx, New York

EIGHTH:—The names and post-office addresses of the subscribers of this certificate of incorporation and a statement of the number of shares which each agrees to take in the corporation, are as follows:

Names	*Post Office Addresses*	*Number of Shares*
ALFRED L. KRASNER	320 Garfield Street Haworth, New Jersey	1
MARSHALL H. KOZINN	940 Grand Concourse Bronx, New York	1
HARRIET GARBER	75 West 238th Street Bronx, New York	1

NINTH:—The Secretary of State is designated as the agent of the corporation upon whom process in any action or proceeding against it may be served.

TENTH:—All of the subscribers of this certificate are of full age, and that at least two-thirds of them are citizens of the United States, and that at least one of them is a resident of the State of New York and at least one of the persons named as a director is a citizen of the United States and a resident of the State of New York.

IN WITNESS WHEREOF, we have made, subscribed and acknowledged this certificate this 4th *day of* March *, 19* 63.

Alfred L. Krasner (L. S.)

Marshall H. Kozinn (L. S.)

Harriet Garber (L. S.)

STATE OF NEW YORK,
COUNTY OF Bronx } ss.:

On this 4th day of March 1963, before me personally came

ALFRED L. KRASNER, MARSHALL H. KOZINN
and HARRIET GARBER

to me known to be the persons described in and who executed the foregoing certificate of incorporation and they thereupon severally duly acknowledged to me that they executed the same.

HERBERT FRIEDMAN
NOTARY PUBLIC, State of New York
No. 03-13-5950
Qualified in Bronx County
Commission Expires March 30, 1963

3/5 3/7

Certificate of Incorporation of

WE TRANSPORT, INC.

(Pursuant to article 2 of the Stock Corporation Law.)

STATE OF NEW YORK
DEPARTMENT OF STATE
FILED MAR-7 1963

Passed

TAX $ 10
FILING $ 50

Caroline K. Simon
Secretary of State
By D Bell

Filed By:

KOZINN, KRASNER & KOZINN
Office and Post Office Address
384 East 149th Street
Bronx 55, New York

97002.C

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: Cornelius Van Dyk
   Date of birth: [redacted]
   Home address: [redacted]
   City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
   Country: [redacted]

   Business Address: 75 Commercial Street
   City: Plainview State/Province/ Territory: NY Zip/Postal Code: 11803
   Country US
   Telephone: 5163498200

   Other present address(es):
   City: Plainview State/Province/ Territory: NY Zip/Postal Code: 11803
   Country: US
   Telephone: 5163498200

   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	01/01/2021	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 notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

See attached file

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, Cornelius Van Dyk , 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, Cornelius Van Dyk , 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.

WE Transport, Inc

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Cornelius Van Dyk CVANDYK@GOBEACON.COM

Chief Financial Officer

Title

04/10/2026 12:24:02 pm

Date

Cleary, Robert

From: Naftol, Daniel
Sent: Tuesday, April 7, 2026 2:23 PM
To: Cleary, Robert; Levey, Andrew
Cc: Schechter, Shelly; Broderick, Paul; McCool, Laura; Jenkins, Deneen; Langdon, Catherine
Subject: FW: Beacon ownership
Attachments: Van Pool Subsidiary Chart.pptx

Importance: High

Robert/Andrew,

Additional details regarding We Transport. Please advise if additional information is required.

Regards,

Dan.

Daniel Naftol
Nassau County Department of Health
Fiscal Department
dnaftol@nassaucountyny.gov
Phone: (516) 227-8598

From: Kiefer Light <klight@gobeacon.com>
Sent: Tuesday, April 7, 2026 2:16 PM
To: Naftol, Daniel <DNaftol@nassaucountyny.gov>
Cc: Bryony Chamberlain <BChamberlain@gobeacon.com>
Subject: RE: Beacon ownership

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Daniel,

Thank you for your patience. Based on the information gathered, it does appear that additional clarification is warranted. Please forgive any misunderstanding which may have led to this. To ensure your records are accurate, the following provides a more detailed summary of officer management within the Beacon Mobility family.

As mentioned in my initial message below, corporate governance within the Beacon Mobility family is essentially identical for all the entities up to the private equity funding. In this regard, Judith, David, Cor, and Wes serve as officers (in their respective CEO, CDO, CFO and COO capacities) for each of the affiliated operating entities. This includes each of the entities identified in your initial message below (with the exception of Pelham Busing and We Logistics, which are unaffiliated), in addition to others. For clarity, I have attached a corporate chart that identifies all the existing entities that have been acquired by Van Pool Transportation LLC (i.e., a subsidiary of Beacon Mobility Corp.). Judith, David, Cor, and Wes serve as officers for each of the operating entities reflected therein.

With respect to the extremely unfortunate incident you raised involving Judy M. Cubin and William Kane, I understand that Judy Cubin and William Kane are still litigating criminal charges. Van Pool was not

criminally charged, although I understand Van Pool did partake in a related civil case that has since been settled between the parties. With that said, it wasn't clear to me based on your message below whether either of these circumstances were required to be disclosed. Based on the information I've gathered thus far, my understanding is that nothing in the application requests disclosure of these incidents, particularly considering the criminal charges are exclusively against Cubin and Kane (as opposed to, e.g., Van Pool and/or its officers). Of course, if my understanding is incorrect, please let me know which question I am overlooking and I will certainly investigate the matter further to provide you with the needed information.

I want to thank you again for your patience and understanding. We are in the midst of transitioning our contract hub to a new platform, and this added another obstacle to obtaining the necessary information since we last spoke.

Regards,

Kiefer Light | Legal Counsel & Compliance
Cell (317) 964-3241 | klight@gobeacon.com

BEST COMPANIES TO WORK FOR U.S.News & WORLD REPORT OVERALL 2025-2026

BEACON MOBILITY

From: Kiefer Light <klight@gobeacon.com>
Sent: Friday, April 3, 2026 2:10 PM
To: Naftol, Daniel <DNaftol@nassaucountyny.gov>; Bryony Chamberlain <BChamberlain@gobeacon.com>
Subject: Re: Beacon ownership

Thank you, Daniel, I appreciate your understanding. Enjoy your weekend as well.

Regards,

Kiefer Light | Legal Counsel & Compliance
Cell (317) 964-3241 | klight@gobeacon.com

BEACON MOBILITY

From: Naftol, Daniel <DNaftol@nassaucountyny.gov>
Sent: Friday, April 3, 2026 2:07:50 PM
To: Kiefer Light <klight@gobeacon.com>; Bryony Chamberlain <BChamberlain@gobeacon.com>
Subject: RE: Beacon ownership

Kiefer,

You can only do what you're able to do. Please forward as soon as possible. Thank you and have a nice holiday and weekend.

Regards,

Dan.

Daniel Naftol
Nassau County Department of Health
Fiscal Department
dnaftol@nassaucountyny.gov
Phone: (516) 227-8598

From: Kiefer Light <klight@gobeacon.com>
Sent: Friday, April 3, 2026 1:59 PM
To: Naftol, Daniel <DNaftol@nassaucountyny.gov>; Bryony Chamberlain <BChamberlain@gobeacon.com>
Subject: Re: Beacon ownership

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Daniel,

Unfortunately, Bryony only has access to our original bid submission documents. She believes the specific question at issue was addressed in an electronic submission, which is proving more difficult to locate.

The individual who we believe maintains that record is out of the office for Good Friday. We will continue working to track it down before the weekend, but please be assured we will be addressing this matter as soon as possible.

Kiefer Light | Legal Counsel & Compliance
Cell (317) 964-3241 | klight@gobeacon.com

BEACON MOBILITY

From: Naftol, Daniel <DNaftol@nassaucountyny.gov>
Sent: Friday, April 3, 2026 11:13:43 AM
To: Kiefer Light <klight@gobeacon.com>; Bryony Chamberlain <BChamberlain@gobeacon.com>
Subject: RE: Beacon ownership

Kiefer,

I believe that this is what you were referencing. Bryony should be able to provide you with the disclosure forms. If not, please let me know.

Regards,

Dan.

Daniel Naftol
Nassau County Department of Health
Fiscal Department
dnaftol@nassaucountyny.gov
Phone: (516) 227-8598

From: Kiefer Light <klight@gobeacon.com>
Sent: Friday, April 3, 2026 11:03 AM
To: Naftol, Daniel <DNaftol@nassaucountyny.gov>; Bryony Chamberlain <BChamberlain@gobeacon.com>
Subject: RE: Beacon ownership

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Hi Daniel,

I would be happy to look into this.

If readily available, would you be able to send me the submission? Apologies for the request – Our internal recordkeeper for this matter is out of office today, and I don't want to delay our response.

Kiefer Light | Legal Counsel & Compliance
Cell (317) 964-3241 | klight@gobeacon.com

From: Naftol, Daniel <DNaftol@nassaucountyny.gov>
Sent: Friday, April 3, 2026 10:40 AM
To: Bryony Chamberlain <BChamberlain@gobeacon.com>
Cc: Kiefer Light <klight@gobeacon.com>
Subject: RE: Beacon ownership
Importance: High

CAUTION: This email originated from outside the organization. This is NOT a company employee even if it looks like it is. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Bryony,

The Inspector General's Office has identified several issues that we require your input to resolve and provide explanations. Please advise as soon as possible.

It appears that all four listed principals potentially failed to disclose potentially being officers and/or principals of the following companies:

- Mrs Bussing LLC
- SCR Medical Transportation, LLC
- Alltown Bus Company, LLC
- DHT Transportation, LLC
- Beacon Fleet Services, LLC
- Midwest Bus Leasing, LLC
- Palmeri Transportation, Inc.
- Allegheny Transportation Services, Inc.

It also appears that principal Judith Crawford potentially failed to disclose being an officer and/or principal of the following companies:

- Hendrickson Bus Corporation
- Huntington Coach Corporation

It appears that the vendor potentially failed to disclose the following affiliated companies:

- Pelham Busing LLC
- We Logistics LLC

FYI, two articles are attached discussing a 2024 assault by Van Pool Transportation (the vendor's parent company) employees on a child riding in their vehicle. Criminal charges were filed against the employees and a civil suit against the company.

Please have the vendor review and advise.

Regards,

Dan.

Daniel Naftol
Nassau County Department of Health
Fiscal Department
dnaftol@nassaucountyny.gov
Phone: (516) 227-8598

From: Bryony Chamberlain <BChamberlain@gobeacon.com>
Sent: Thursday, April 2, 2026 5:32 PM
To: Levey, Andrew <ALevey@nassaucountyny.gov>
Cc: Naftol, Daniel <DNaftol@nassaucountyny.gov>; Kiefer Light <klight@gobeacon.com>
Subject: Beacon ownership

Attention: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.

Andrew

Kiefer Light is our Legal Counsel and he provided me with the attached ownership diagram

Van Pool is private equity funded so its ownership structure is highly deconsolidated. As evidenced by the attached, the parent structure is relatively complex, with various intermediary entities and funds. Since ultimately ownership rests with individual fund investors, there is no one that holds more than 10% ownership. That said, corporate governance is essentially identical for all the entities up to the private equity funding.

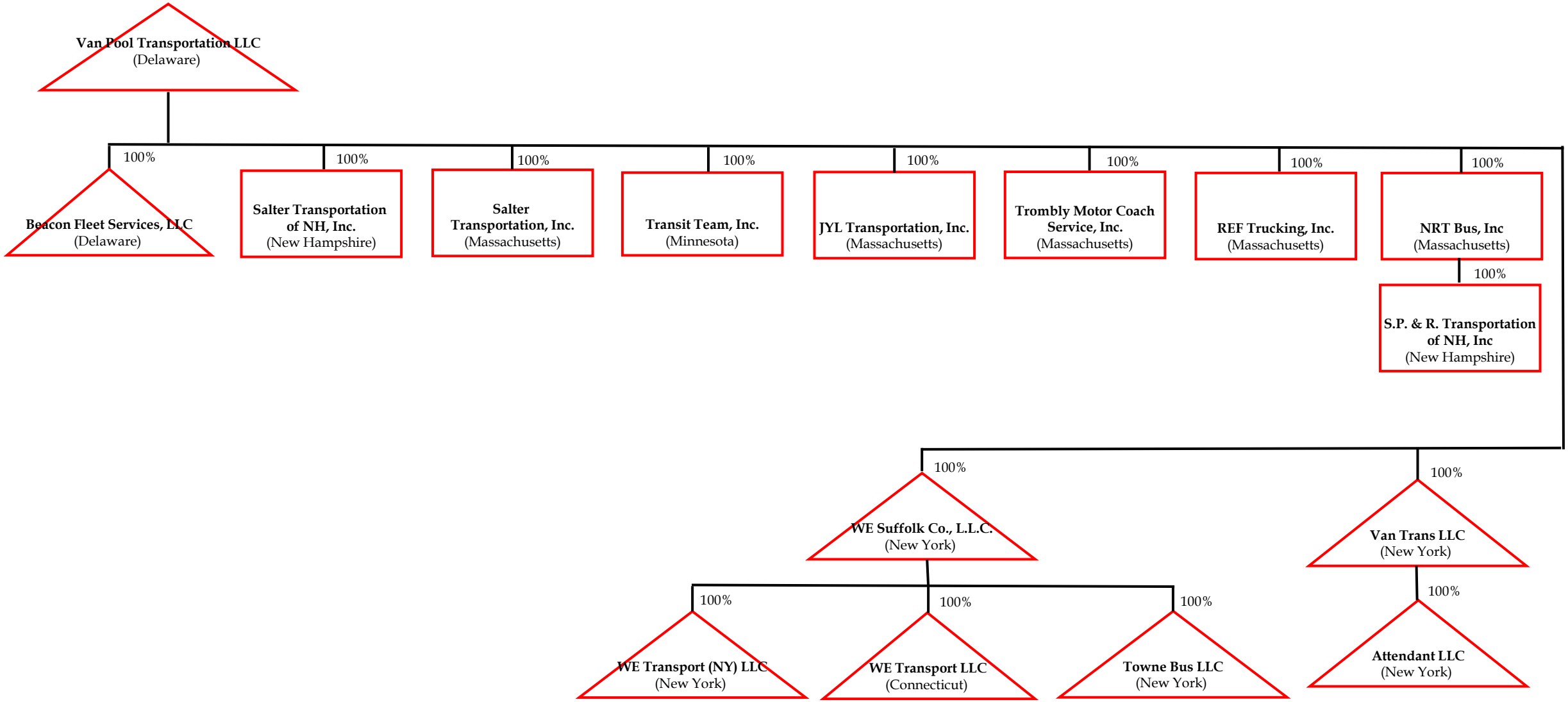
He is available to help answer clarifying questions and is probably better suited to help you than I am. I've copied him on this email so you have each others email addresses

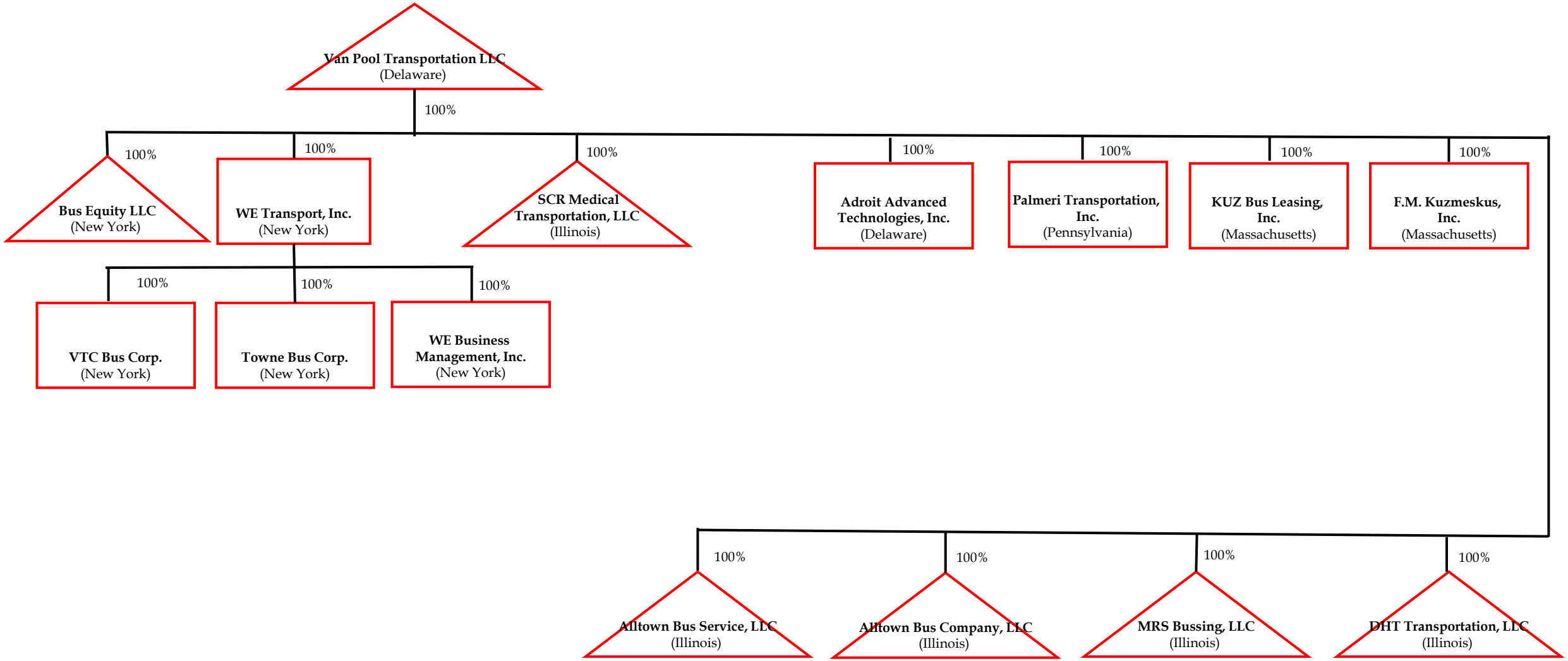
Yours

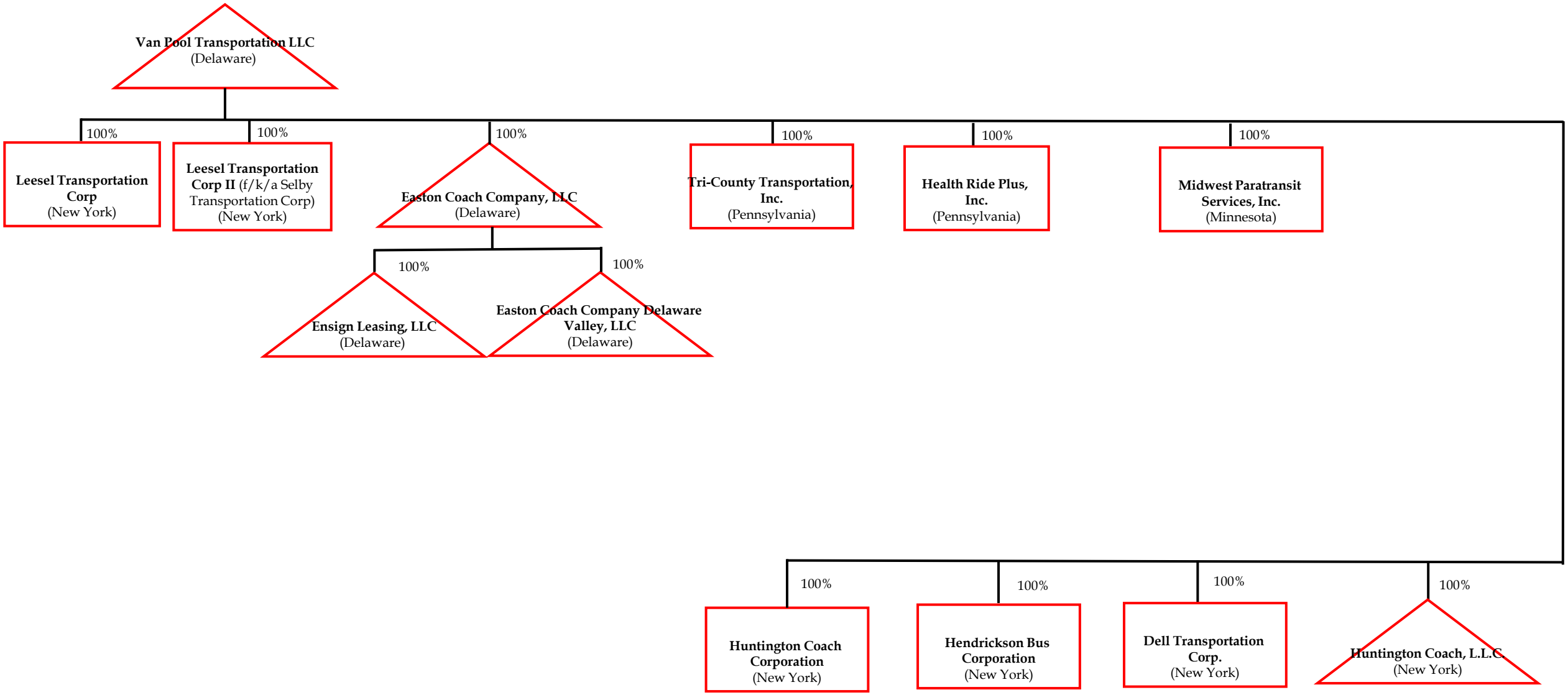
Bryony Chamberlain
Regional Vice President of Operations
Long Island

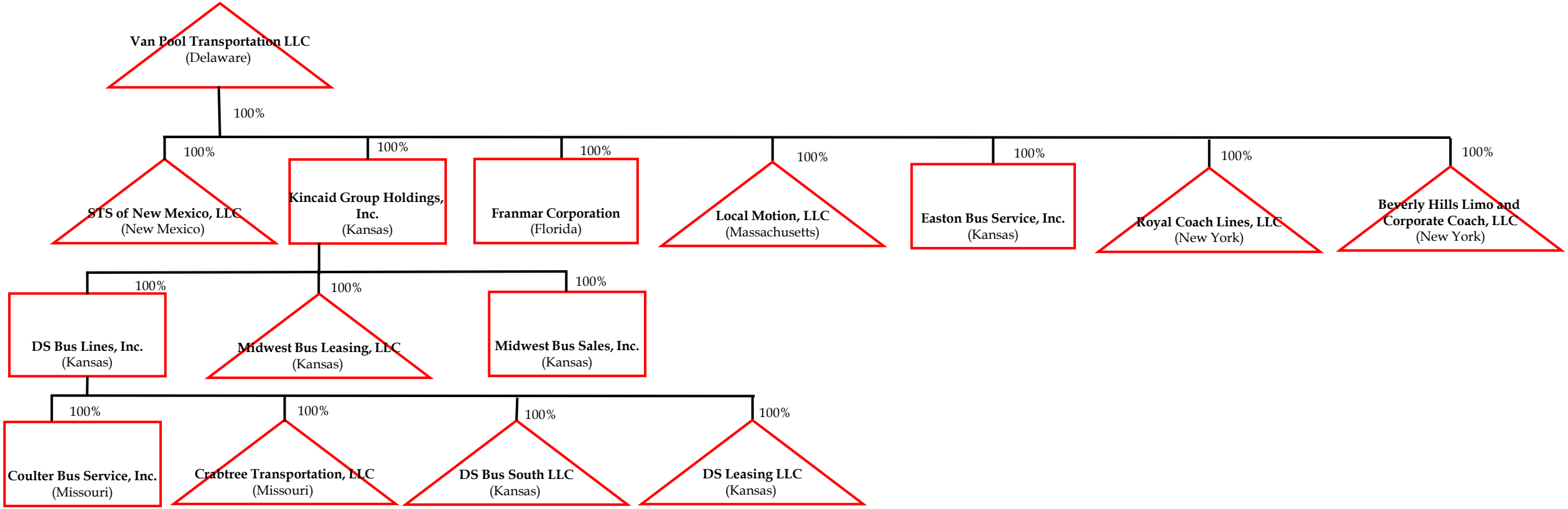
Cell (516) 913-3859

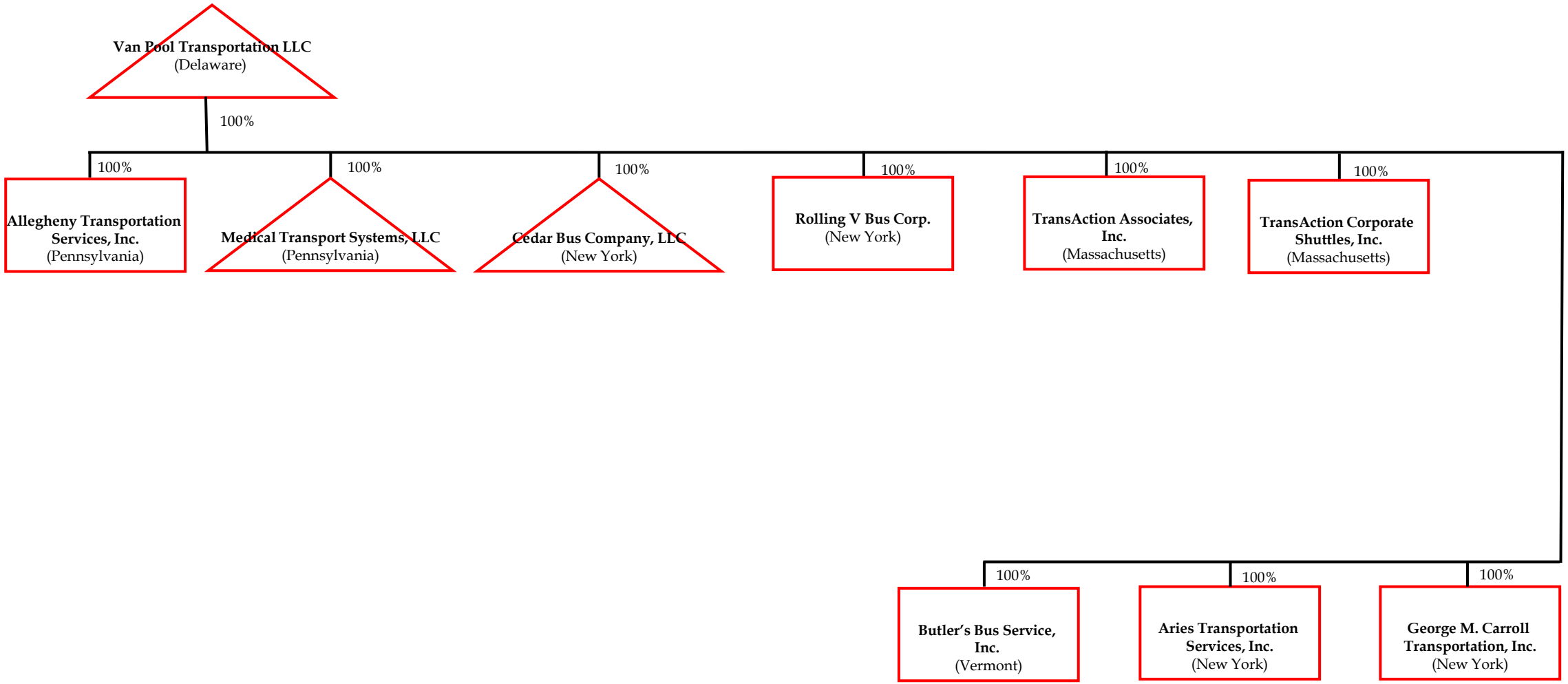
BEACON
MOBILITY


Van Pool Transportation LLC
(Delaware)
100%
Beacon Fleet Services, LLC
(Delaware)
100%
Salter Transportation of NH, Inc.
(New Hampshire)
100%
Salter Transportation, Inc.
(Massachusetts)
100%
Transit Team, Inc.
(Minnesota)
100%
JYL Transportation, Inc.
(Massachusetts)
100%
Trombly Motor Coach Service, Inc.
(Massachusetts)
100%
REF Trucking, Inc.
(Massachusetts)
100%
NRT Bus, Inc
(Massachusetts)
100%
S.P. & R. Transportation of NH, Inc
(New Hampshire)
100%
WE Suffolk Co., L.L.C.
(New York)
100%
WE Transport (NY) LLC
(New York)
100%
WE Transport LLC
(Connecticut)
100%
Towne Bus LLC
(New York)
100%
Van Trans LLC
(New York)
100%
Attendant LLC
(New York)


Van Pool Transportation LLC
(Delaware)
100%
100%
Bus Equity LLC
(New York)
100%
WE Transport, Inc.
(New York)
100%
SCR Medical Transportation, LLC
(Illinois)
100%
Adroit Advanced Technologies, Inc.
(Delaware)
100%
Palmeri Transportation, Inc.
(Pennsylvania)
100%
KUZ Bus Leasing, Inc.
(Massachusetts)
100%
F.M. Kuzmeskus, Inc.
(Massachusetts)
100%
VTC Bus Corp.
(New York)
100%
Towne Bus Corp.
(New York)
100%
WE Business Management, Inc.
(New York)
100%
Alltown Bus Service, LLC
(Illinois)
100%
Alltown Bus Company, LLC
(Illinois)
100%
MRS Bussing, LLC
(Illinois)
100%
DHT Transportation, LLC
(Illinois)


Van Pool Transportation LLC
(Delaware)
100%
Leesel Transportation Corp
(New York)
100%
Leesel Transportation Corp II (f/k/a Selby Transportation Corp)
(New York)
100%
Easton Coach Company, LLC
(Delaware)
100%
Tri-County Transportation, Inc.
(Pennsylvania)
100%
Health Ride Plus, Inc.
(Pennsylvania)
100%
Midwest Paratransit Services, Inc.
(Minnesota)
100%
Ensign Leasing, LLC
(Delaware)
100%
Easton Coach Company Delaware Valley, LLC
(Delaware)
100%
Huntington Coach Corporation
(New York)
100%
Hendrickson Bus Corporation
(New York)
100%
Dell Transportation Corp.
(New York)
100%
Huntington Coach, L.L.C.
(New York)


Van Pool Transportation LLC
(Delaware)
100%
100%
STS of New Mexico, LLC
(New Mexico)
100%
Kincaid Group Holdings, Inc.
(Kansas)
100%
Franmar Corporation
(Florida)
100%
Local Motion, LLC
(Massachusetts)
100%
Easton Bus Service, Inc.
(Kansas)
100%
Royal Coach Lines, LLC
(New York)
100%
Beverly Hills Limo and Corporate Coach, LLC
(New York)
100%
DS Bus Lines, Inc.
(Kansas)
100%
Midwest Bus Leasing, LLC
(Kansas)
100%
Midwest Bus Sales, Inc.
(Kansas)
100%
Coulter Bus Service, Inc.
(Missouri)
100%
Crabtree Transportation, LLC
(Missouri)
100%
DS Bus South LLC
(Kansas)
100%
DS Leasing LLC
(Kansas)


Van Pool Transportation LLC
(Delaware)
100%
100%
Allegheny Transportation Services, Inc.
(Pennsylvania)
100%
Medical Transport Systems, LLC
(Pennsylvania)
100%
Cedar Bus Company, LLC
(New York)
100%
Rolling V Bus Corp.
(New York)
100%
TransAction Associates, Inc.
(Massachusetts)
100%
TransAction Corporate Shuttles, Inc.
(Massachusetts)
100%
Butler's Bus Service, Inc.
(Vermont)
100%
Aries Transportation Services, Inc.
(New York)
100%
George M. Carroll Transportation, Inc.
(New York)

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: David A. Duke
   Date of birth: [redacted]
   Home address: [redacted]
   City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
   Country: [redacted]

   Business Address: 75 Commercial Street
   City: Plainview State/Province/ Territory: NY Zip/Postal Code: 11803
   Country US
   Telephone: 5163498200

   Other present address(es):
   City: State/Province/ Territory: NY Zip/Postal Code:
   Country: US
   Telephone: 5163498200

   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)			

   Type: Other
   Description: Chief Development Officer
   Start Date: 01/03/2022

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.
See attached file

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, David A. Duke , 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, David A. Duke , 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.

WE Transport, Inc

Name of submitting business

Electronically signed and certified at the date and time indicated by:
David A. Duke DDUKE@GOBEACON.COM

Chief Development Officer

Title

04/10/2026 12:18:59 pm

Date

Cleary, Robert

From: Naftol, Daniel
Sent: Tuesday, April 7, 2026 2:23 PM
To: Cleary, Robert; Levey, Andrew
Cc: Schechter, Shelly; Broderick, Paul; McCool, Laura; Jenkins, Deneen; Langdon, Catherine
Subject: FW: Beacon ownership
Attachments: Van Pool Subsidiary Chart.pptx

Importance: High

Robert/Andrew,

Additional details regarding We Transport. Please advise if additional information is required.

Regards,

Dan.

Daniel Naftol
Nassau County Department of Health
Fiscal Department
dnaftol@nassaucountyny.gov
Phone: (516) 227-8598

From: Kiefer Light <klight@gobeacon.com>
Sent: Tuesday, April 7, 2026 2:16 PM
To: Naftol, Daniel <DNaftol@nassaucountyny.gov>
Cc: Bryony Chamberlain <BChamberlain@gobeacon.com>
Subject: RE: Beacon ownership

Attention: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.

Daniel,

Thank you for your patience. Based on the information gathered, it does appear that additional clarification is warranted. Please forgive any misunderstanding which may have led to this. To ensure your records are accurate, the following provides a more detailed summary of officer management within the Beacon Mobility family.

As mentioned in my initial message below, corporate governance within the Beacon Mobility family is essentially identical for all the entities up to the private equity funding. In this regard, Judith, David, Cor, and Wes serve as officers (in their respective CEO, CDO, CFO and COO capacities) for each of the affiliated operating entities. This includes each of the entities identified in your initial message below (with the exception of Pelham Busing and We Logistics, which are unaffiliated), in addition to others. For clarity, I have attached a corporate chart that identifies all the existing entities that have been acquired by Van Pool Transportation LLC (i.e., a subsidiary of Beacon Mobility Corp.). Judith, David, Cor, and Wes serve as officers for each of the operating entities reflected therein.

With respect to the extremely unfortunate incident you raised involving Judy M. Cubin and William Kane, I understand that Judy Cubin and William Kane are still litigating criminal charges. Van Pool was not

criminally charged, although I understand Van Pool did partake in a related civil case that has since been settled between the parties. With that said, it wasn't clear to me based on your message below whether either of these circumstances were required to be disclosed. Based on the information I've gathered thus far, my understanding is that nothing in the application requests disclosure of these incidents, particularly considering the criminal charges are exclusively against Cubin and Kane (as opposed to, e.g., Van Pool and/or its officers). Of course, if my understanding is incorrect, please let me know which question I am overlooking and I will certainly investigate the matter further to provide you with the needed information.

I want to thank you again for your patience and understanding. We are in the midst of transitioning our contract hub to a new platform, and this added another obstacle to obtaining the necessary information since we last spoke.

Regards,

Kiefer Light | Legal Counsel & Compliance
Cell (317) 964-3241 | klight@gobeacon.com

BEST COMPANIES TO WORK FOR U.S.News & WORLD REPORT OVERALL 2025-2026

BEACON MOBILITY

From: Kiefer Light <klight@gobeacon.com>
Sent: Friday, April 3, 2026 2:10 PM
To: Naftol, Daniel <DNaftol@nassaucountyny.gov>; Bryony Chamberlain <BChamberlain@gobeacon.com>
Subject: Re: Beacon ownership

Thank you, Daniel, I appreciate your understanding. Enjoy your weekend as well.

Regards,

Kiefer Light | Legal Counsel & Compliance
Cell (317) 964-3241 | klight@gobeacon.com

BEACON MOBILITY

From: Naftol, Daniel <DNaftol@nassaucountyny.gov>
Sent: Friday, April 3, 2026 2:07:50 PM
To: Kiefer Light <klight@gobeacon.com>; Bryony Chamberlain <BChamberlain@gobeacon.com>
Subject: RE: Beacon ownership

Kiefer,

You can only do what you're able to do. Please forward as soon as possible. Thank you and have a nice holiday and weekend.

Regards,

Dan.

Daniel Naftol
Nassau County Department of Health
Fiscal Department
dnaftol@nassaucountyny.gov
Phone: (516) 227-8598

From: Kiefer Light <klight@gobeacon.com>
Sent: Friday, April 3, 2026 1:59 PM
To: Naftol, Daniel <DNaftol@nassaucountyny.gov>; Bryony Chamberlain <BChamberlain@gobeacon.com>
Subject: Re: Beacon ownership

Attention: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.

Daniel,

Unfortunately, Bryony only has access to our original bid submission documents. She believes the specific question at issue was addressed in an electronic submission, which is proving more difficult to locate.

The individual who we believe maintains that record is out of the office for Good Friday. We will continue working to track it down before the weekend, but please be assured we will be addressing this matter as soon as possible.

Kiefer Light | Legal Counsel & Compliance
Cell (317) 964-3241 | klight@gobeacon.com

BEACON MOBILITY

From: Naftol, Daniel <DNaftol@nassaucountyny.gov>
Sent: Friday, April 3, 2026 11:13:43 AM
To: Kiefer Light <klight@gobeacon.com>; Bryony Chamberlain <BChamberlain@gobeacon.com>
Subject: RE: Beacon ownership

Kiefer,

I believe that this is what you were referencing. Bryony should be able to provide you with the disclosure forms. If not, please let me know.

Regards,

Dan.

Daniel Naftol
Nassau County Department of Health
Fiscal Department
dnaftol@nassaucountyny.gov
Phone: (516) 227-8598

From: Kiefer Light <klight@gobeacon.com>
Sent: Friday, April 3, 2026 11:03 AM
To: Naftol, Daniel <DNaftol@nassaucountyny.gov>; Bryony Chamberlain <BChamberlain@gobeacon.com>
Subject: RE: Beacon ownership

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Hi Daniel,

I would be happy to look into this.

If readily available, would you be able to send me the submission? Apologies for the request – Our internal recordkeeper for this matter is out of office today, and I don't want to delay our response.

Kiefer Light | Legal Counsel & Compliance
Cell (317) 964-3241 | klight@gobeacon.com

From: Naftol, Daniel <DNaftol@nassaucountyny.gov>
Sent: Friday, April 3, 2026 10:40 AM
To: Bryony Chamberlain <BChamberlain@gobeacon.com>
Cc: Kiefer Light <klight@gobeacon.com>
Subject: RE: Beacon ownership
Importance: High

CAUTION: This email originated from outside the organization. This is NOT a company employee even if it looks like it is. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Bryony,

The Inspector General's Office has identified several issues that we require your input to resolve and provide explanations. Please advise as soon as possible.

It appears that all four listed principals potentially failed to disclose potentially being officers and/or principals of the following companies:

- Mrs Bussing LLC
- SCR Medical Transportation, LLC
- Alltown Bus Company, LLC
- DHT Transportation, LLC
- Beacon Fleet Services, LLC
- Midwest Bus Leasing, LLC
- Palmeri Transportation, Inc.
- Allegheny Transportation Services, Inc.

It also appears that principal Judith Crawford potentially failed to disclose being an officer and/or principal of the following companies:

- Hendrickson Bus Corporation
- Huntington Coach Corporation

It appears that the vendor potentially failed to disclose the following affiliated companies:

- Pelham Busing LLC
- We Logistics LLC

FYI, two articles are attached discussing a 2024 assault by Van Pool Transportation (the vendor's parent company) employees on a child riding in their vehicle. Criminal charges were filed against the employees and a civil suit against the company.

Please have the vendor review and advise.

Regards,

Dan.

Daniel Naftol
Nassau County Department of Health
Fiscal Department
dnaftol@nassaucountyny.gov
Phone: (516) 227-8598

From: Bryony Chamberlain <BChamberlain@gobeacon.com>
Sent: Thursday, April 2, 2026 5:32 PM
To: Levey, Andrew <ALevey@nassaucountyny.gov>
Cc: Naftol, Daniel <DNaftol@nassaucountyny.gov>; Kiefer Light <klight@gobeacon.com>
Subject: Beacon ownership

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Andrew

Kiefer Light is our Legal Counsel and he provided me with the attached ownership diagram

Van Pool is private equity funded so its ownership structure is highly deconsolidated. As evidenced by the attached, the parent structure is relatively complex, with various intermediary entities and funds. Since ultimately ownership rests with individual fund investors, there is no one that holds more than 10% ownership. That said, corporate governance is essentially identical for all the entities up to the private equity funding.

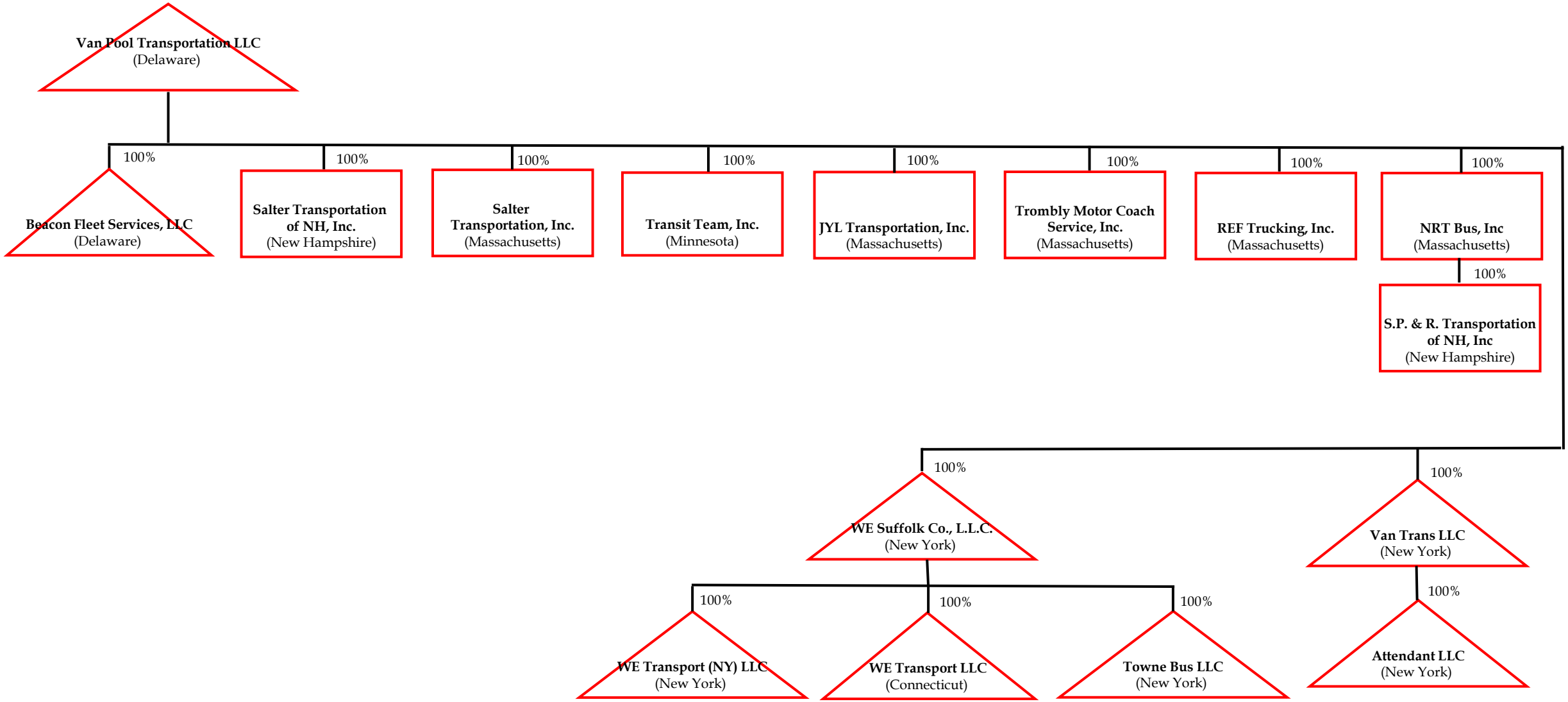
He is available to help answer clarifying questions and is probably better suited to help you than I am. I've copied him on this email so you have each others email addresses

Yours

Bryony Chamberlain
Regional Vice President of Operations
Long Island

Cell (516) 913-3859

BEACON
MOBILITY


Van Pool Transportation LLC
(Delaware)
100%
Beacon Fleet Services, LLC
(Delaware)
100%
Salter Transportation of NH, Inc.
(New Hampshire)
100%
Salter Transportation, Inc.
(Massachusetts)
100%
Transit Team, Inc.
(Minnesota)
100%
JYL Transportation, Inc.
(Massachusetts)
100%
Trombly Motor Coach Service, Inc.
(Massachusetts)
100%
REF Trucking, Inc.
(Massachusetts)
100%
NRT Bus, Inc
(Massachusetts)
100%
S.P. & R. Transportation of NH, Inc
(New Hampshire)
100%
WE Suffolk Co., L.L.C.
(New York)
100%
WE Transport (NY) LLC
(New York)
100%
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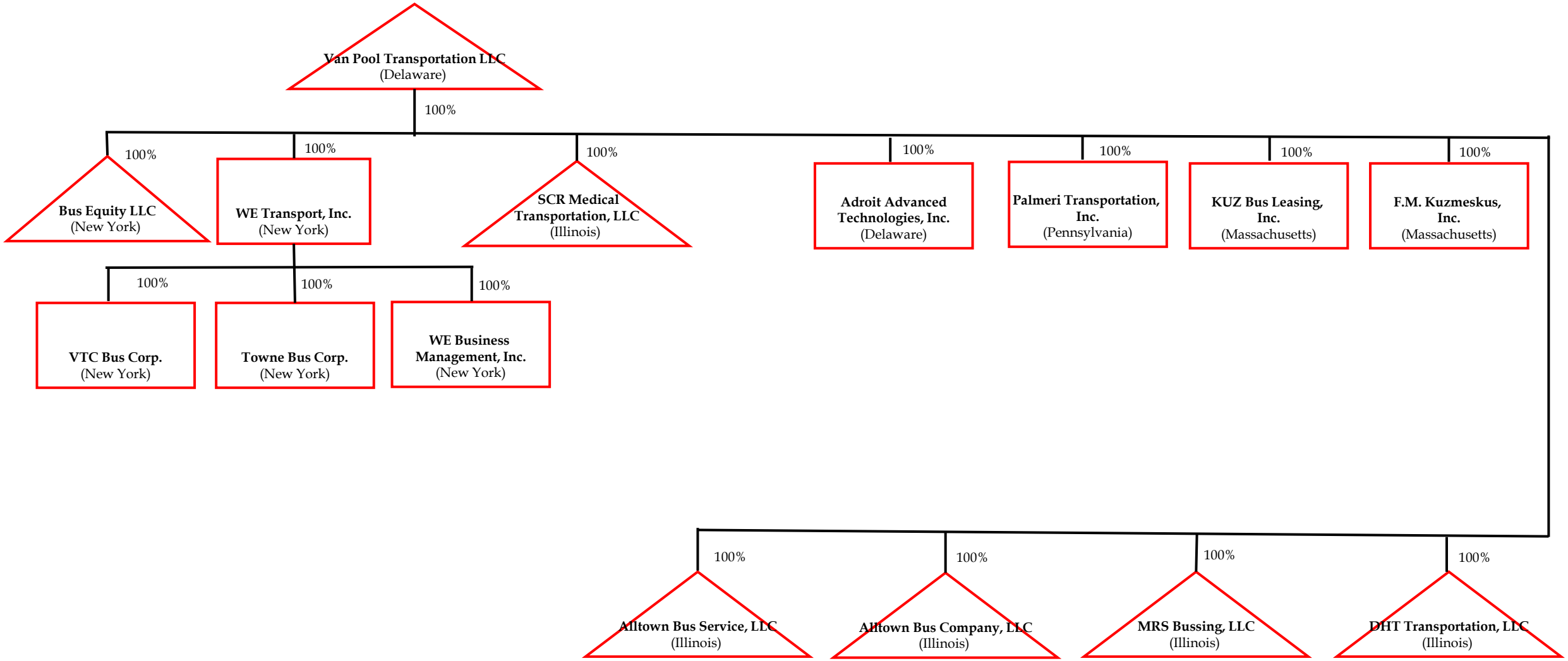
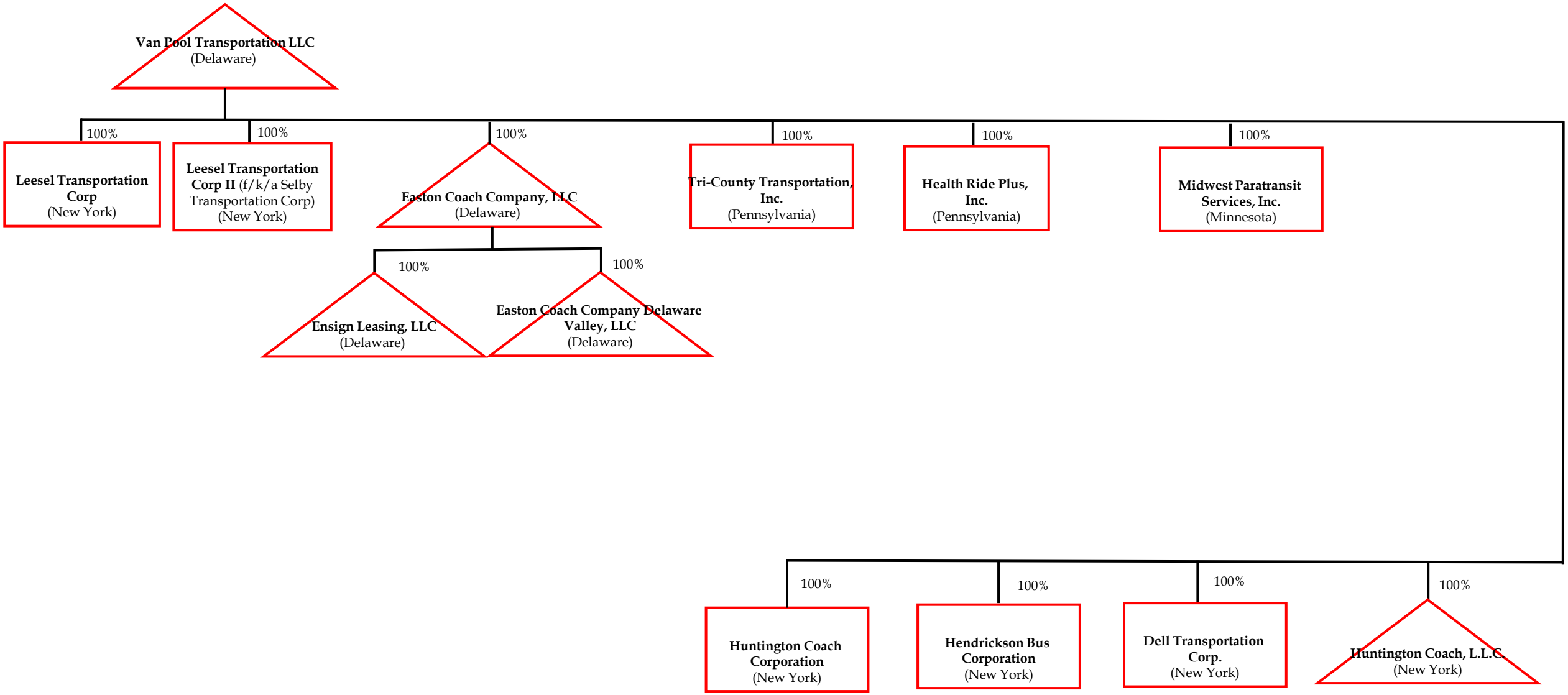
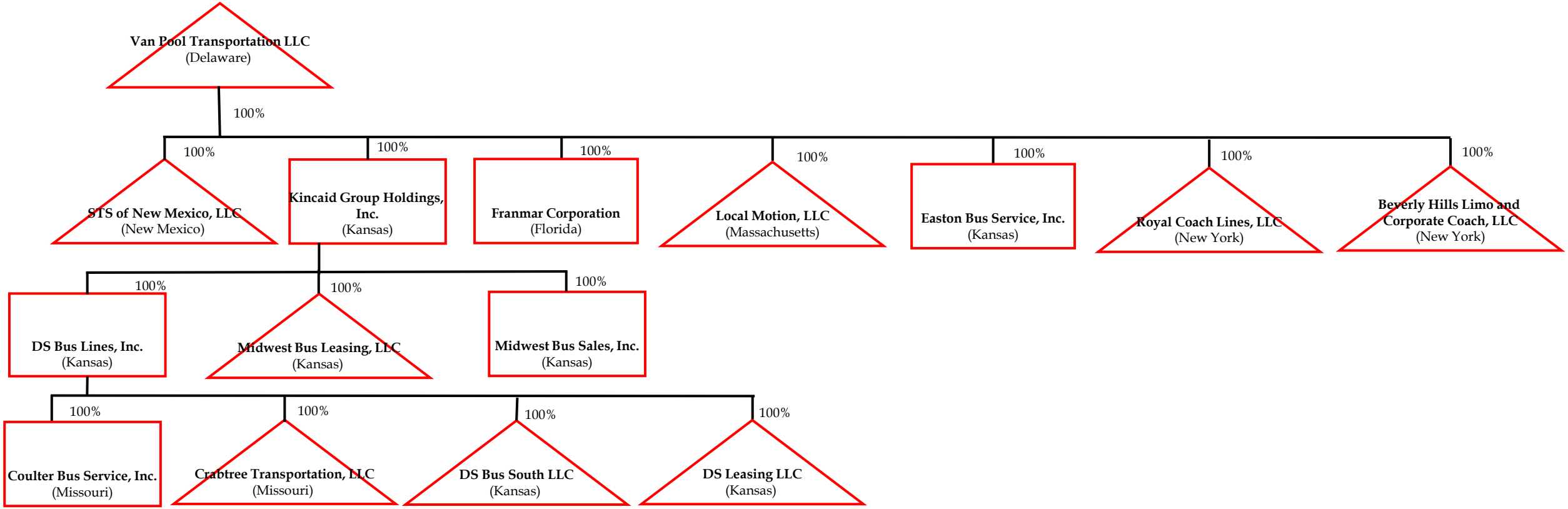
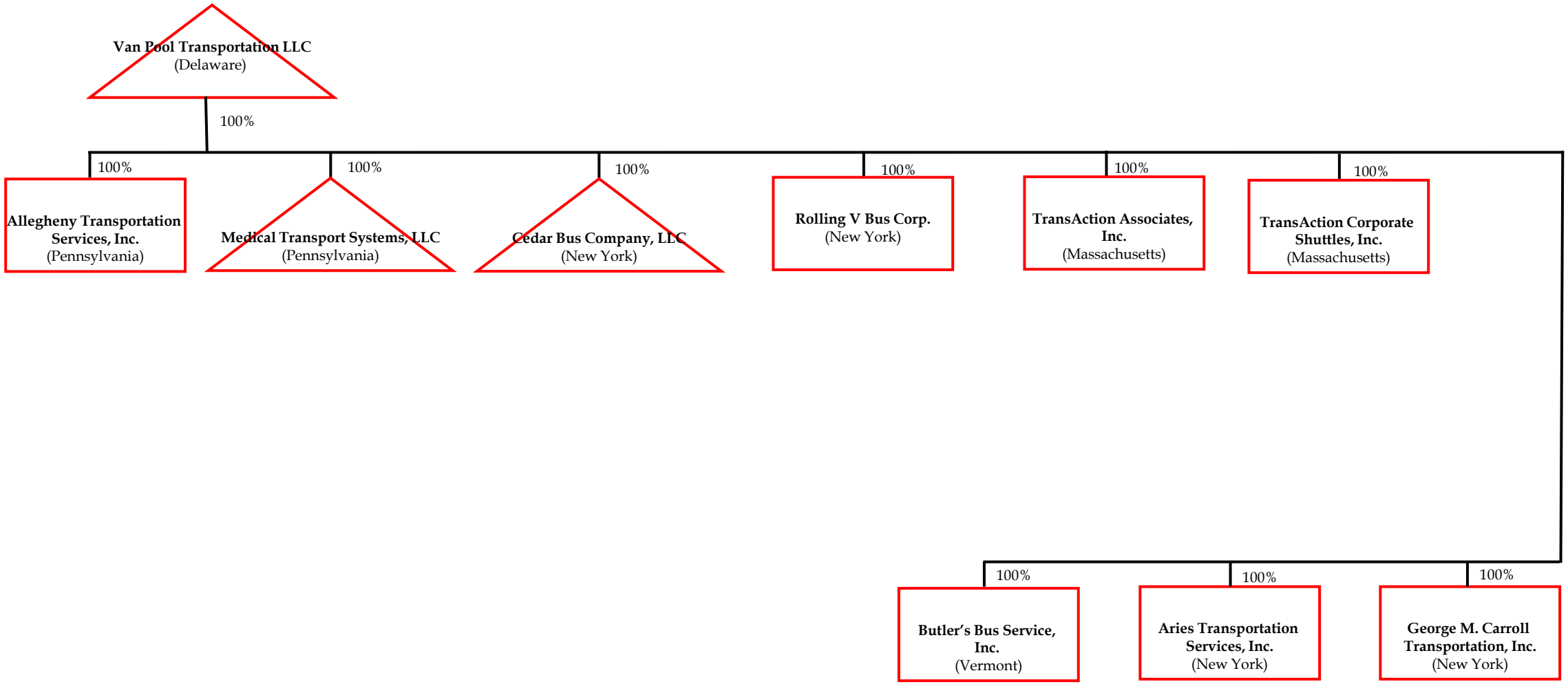
Attendant LLC
(New York)


Van Pool Transportation LLC
(Delaware)
100%
100%
Bus Equity LLC
(New York)
100%
WE Transport, Inc.
(New York)
100%
SCR Medical Transportation, LLC
(Illinois)
100%
Adroit Advanced Technologies, Inc.
(Delaware)
100%
Palmeri Transportation, Inc.
(Pennsylvania)
100%
KUZ Bus Leasing, Inc.
(Massachusetts)
100%
F.M. Kuzmeskus, Inc.
(Massachusetts)
100%
VTC Bus Corp.
(New York)
100%
Towne Bus Corp.
(New York)
100%
WE Business Management, Inc.
(New York)
100%
Alltown Bus Service, LLC
(Illinois)
100%
Alltown Bus Company, LLC
(Illinois)
100%
MRS Bussing, LLC
(Illinois)
100%
DHT Transportation, LLC
(Illinois)


Van Pool Transportation LLC
(Delaware)
100%
Leesel Transportation Corp
(New York)
100%
Leesel Transportation Corp II (f/k/a Selby Transportation Corp)
(New York)
100%
Easton Coach Company, LLC
(Delaware)
100%
Tri-County Transportation, Inc.
(Pennsylvania)
100%
Health Ride Plus, Inc.
(Pennsylvania)
100%
Midwest Paratransit Services, Inc.
(Minnesota)
100%
Ensign Leasing, LLC
(Delaware)
100%
Easton Coach Company Delaware Valley, LLC
(Delaware)
100%
Huntington Coach Corporation
(New York)
100%
Hendrickson Bus Corporation
(New York)
100%
Dell Transportation Corp.
(New York)
100%
Huntington Coach, L.L.C.
(New York)


Van Pool Transportation LLC
(Delaware)
100%
100%
STS of New Mexico, LLC
(New Mexico)
100%
Kincaid Group Holdings, Inc.
(Kansas)
100%
Franmar Corporation
(Florida)
100%
Local Motion, LLC
(Massachusetts)
100%
Easton Bus Service, Inc.
(Kansas)
100%
Royal Coach Lines, LLC
(New York)
100%
Beverly Hills Limo and Corporate Coach, LLC
(New York)
100%
DS Bus Lines, Inc.
(Kansas)
100%
Midwest Bus Leasing, LLC
(Kansas)
100%
Midwest Bus Sales, Inc.
(Kansas)
100%
Coulter Bus Service, Inc.
(Missouri)
100%
Crabtree Transportation, LLC
(Missouri)
100%
DS Bus South LLC
(Kansas)
100%
DS Leasing LLC
(Kansas)


Van Pool Transportation LLC
(Delaware)
100%
100%
Allegheny Transportation Services, Inc.
(Pennsylvania)
100%
Medical Transport Systems, LLC
(Pennsylvania)
100%
Cedar Bus Company, LLC
(New York)
100%
Rolling V Bus Corp.
(New York)
100%
TransAction Associates, Inc.
(Massachusetts)
100%
TransAction Corporate Shuttles, Inc.
(Massachusetts)
100%
Butler's Bus Service, Inc.
(Vermont)
100%
Aries Transportation Services, Inc.
(New York)
100%
George M. Carroll Transportation, Inc.
(New York)

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: Judith Crawford
   Date of birth: [redacted]
   Home address: [redacted]
   City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
   Country: [redacted]

   Business Address: 75 Commercial Street
   City: Plainview State/Province/ Territory: NY Zip/Postal Code: 11803
   Country US
   Telephone: 5163498200

   Other present address(es):
   City: Plainview State/Province/ Territory: NY Zip/Postal Code: 11778
   Country: US
   Telephone: 5163498200

   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	01/01/2021	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 notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

See attached file

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, Judith Crawford , 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, Judith Crawford , 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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WE Transport, Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Judith Crawford JCRAWFORD@GOBEACON.COM

Chief Executive Officer

Title

04/10/2026 12:33:07 pm

Date

Cleary, Robert

From: Naftol, Daniel
Sent: Tuesday, April 7, 2026 2:23 PM
To: Cleary, Robert; Levey, Andrew
Cc: Schechter, Shelly; Broderick, Paul; McCool, Laura; Jenkins, Deneen; Langdon, Catherine
Subject: FW: Beacon ownership
Attachments: Van Pool Subsidiary Chart.pptx

Importance: High

Robert/Andrew,

Additional details regarding We Transport. Please advise if additional information is required.

Regards,

Dan.

Daniel Naftol
Nassau County Department of Health
Fiscal Department
dnaftol@nassaucountyny.gov
Phone: (516) 227-8598

From: Kiefer Light <klight@gobeacon.com>
Sent: Tuesday, April 7, 2026 2:16 PM
To: Naftol, Daniel <DNaftol@nassaucountyny.gov>
Cc: Bryony Chamberlain <BChamberlain@gobeacon.com>
Subject: RE: Beacon ownership

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Daniel,

Thank you for your patience. Based on the information gathered, it does appear that additional clarification is warranted. Please forgive any misunderstanding which may have led to this. To ensure your records are accurate, the following provides a more detailed summary of officer management within the Beacon Mobility family.

As mentioned in my initial message below, corporate governance within the Beacon Mobility family is essentially identical for all the entities up to the private equity funding. In this regard, Judith, David, Cor, and Wes serve as officers (in their respective CEO, CDO, CFO and COO capacities) for each of the affiliated operating entities. This includes each of the entities identified in your initial message below (with the exception of Pelham Busing and We Logistics, which are unaffiliated), in addition to others. For clarity, I have attached a corporate chart that identifies all the existing entities that have been acquired by Van Pool Transportation LLC (i.e., a subsidiary of Beacon Mobility Corp.). Judith, David, Cor, and Wes serve as officers for each of the operating entities reflected therein.

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criminally charged, although I understand Van Pool did partake in a related civil case that has since been settled between the parties. With that said, it wasn't clear to me based on your message below whether either of these circumstances were required to be disclosed. Based on the information I've gathered thus far, my understanding is that nothing in the application requests disclosure of these incidents, particularly considering the criminal charges are exclusively against Cubin and Kane (as opposed to, e.g., Van Pool and/or its officers). Of course, if my understanding is incorrect, please let me know which question I am overlooking and I will certainly investigate the matter further to provide you with the needed information.

I want to thank you again for your patience and understanding. We are in the midst of transitioning our contract hub to a new platform, and this added another obstacle to obtaining the necessary information since we last spoke.

Regards,

Kiefer Light | Legal Counsel & Compliance
Cell (317) 964-3241 | klight@gobeacon.com

BEST COMPANIES TO WORK FOR U.S.News & WORLD REPORT OVERALL 2025-2026

BEACON MOBILITY

From: Kiefer Light <klight@gobeacon.com>
Sent: Friday, April 3, 2026 2:10 PM
To: Naftol, Daniel <DNaftol@nassaucountyny.gov>; Bryony Chamberlain <BChamberlain@gobeacon.com>
Subject: Re: Beacon ownership

Thank you, Daniel, I appreciate your understanding. Enjoy your weekend as well.

Regards,

Kiefer Light | Legal Counsel & Compliance
Cell (317) 964-3241 | klight@gobeacon.com

BEACON MOBILITY

From: Naftol, Daniel <DNaftol@nassaucountyny.gov>
Sent: Friday, April 3, 2026 2:07:50 PM
To: Kiefer Light <klight@gobeacon.com>; Bryony Chamberlain <BChamberlain@gobeacon.com>
Subject: RE: Beacon ownership

Kiefer,

You can only do what you're able to do. Please forward as soon as possible. Thank you and have a nice holiday and weekend.

Regards,

Dan.

Daniel Naftol
Nassau County Department of Health
Fiscal Department
dnaftol@nassaucountyny.gov
Phone: (516) 227-8598

From: Kiefer Light <klight@gobeacon.com>
Sent: Friday, April 3, 2026 1:59 PM
To: Naftol, Daniel <DNaftol@nassaucountyny.gov>; Bryony Chamberlain <BChamberlain@gobeacon.com>
Subject: Re: Beacon ownership

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Daniel,

Unfortunately, Bryony only has access to our original bid submission documents. She believes the specific question at issue was addressed in an electronic submission, which is proving more difficult to locate.

The individual who we believe maintains that record is out of the office for Good Friday. We will continue working to track it down before the weekend, but please be assured we will be addressing this matter as soon as possible.

Kiefer Light | Legal Counsel & Compliance
Cell (317) 964-3241 | klight@gobeacon.com

BEACON MOBILITY

From: Naftol, Daniel <DNaftol@nassaucountyny.gov>
Sent: Friday, April 3, 2026 11:13:43 AM
To: Kiefer Light <klight@gobeacon.com>; Bryony Chamberlain <BChamberlain@gobeacon.com>
Subject: RE: Beacon ownership

Kiefer,

I believe that this is what you were referencing. Bryony should be able to provide you with the disclosure forms. If not, please let me know.

Regards,

Dan.

Daniel Naftol
Nassau County Department of Health
Fiscal Department
dnaftol@nassaucountyny.gov
Phone: (516) 227-8598

From: Kiefer Light <klight@gobeacon.com>
Sent: Friday, April 3, 2026 11:03 AM
To: Naftol, Daniel <DNaftol@nassaucountyny.gov>; Bryony Chamberlain <BChamberlain@gobeacon.com>
Subject: RE: Beacon ownership

Attention: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.

Hi Daniel,

I would be happy to look into this.

If readily available, would you be able to send me the submission? Apologies for the request – Our internal recordkeeper for this matter is out of office today, and I don't want to delay our response.

Kiefer Light | Legal Counsel & Compliance
Cell (317) 964-3241 | klight@gobeacon.com

From: Naftol, Daniel <DNaftol@nassaucountyny.gov>
Sent: Friday, April 3, 2026 10:40 AM
To: Bryony Chamberlain <BChamberlain@gobeacon.com>
Cc: Kiefer Light <klight@gobeacon.com>
Subject: RE: Beacon ownership
Importance: High

CAUTION: This email originated from outside the organization. This is NOT a company employee even if it looks like it is. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Bryony,

The Inspector General's Office has identified several issues that we require your input to resolve and provide explanations. Please advise as soon as possible.

It appears that all four listed principals potentially failed to disclose potentially being officers and/or principals of the following companies:

- Mrs Bussing LLC
- SCR Medical Transportation, LLC
- Alltown Bus Company, LLC
- DHT Transportation, LLC
- Beacon Fleet Services, LLC
- Midwest Bus Leasing, LLC
- Palmeri Transportation, Inc.
- Allegheny Transportation Services, Inc.

It also appears that principal Judith Crawford potentially failed to disclose being an officer and/or principal of the following companies:

- Hendrickson Bus Corporation
- Huntington Coach Corporation

It appears that the vendor potentially failed to disclose the following affiliated companies:

- Pelham Busing LLC
- We Logistics LLC

FYI, two articles are attached discussing a 2024 assault by Van Pool Transportation (the vendor's parent company) employees on a child riding in their vehicle. Criminal charges were filed against the employees and a civil suit against the company.

Please have the vendor review and advise.

Regards,

Dan.

Daniel Naftol
Nassau County Department of Health
Fiscal Department
dnaftol@nassaucountyny.gov
Phone: (516) 227-8598

From: Bryony Chamberlain <BChamberlain@gobeacon.com>
Sent: Thursday, April 2, 2026 5:32 PM
To: Levey, Andrew <ALevey@nassaucountyny.gov>
Cc: Naftol, Daniel <DNaftol@nassaucountyny.gov>; Kiefer Light <klight@gobeacon.com>
Subject: Beacon ownership

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Andrew

Kiefer Light is our Legal Counsel and he provided me with the attached ownership diagram

Van Pool is private equity funded so its ownership structure is highly deconsolidated. As evidenced by the attached, the parent structure is relatively complex, with various intermediary entities and funds. Since ultimately ownership rests with individual fund investors, there is no one that holds more than 10% ownership. That said, corporate governance is essentially identical for all the entities up to the private equity funding.

He is available to help answer clarifying questions and is probably better suited to help you than I am. I've copied him on this email so you have each others email addresses

Yours

Bryony Chamberlain
Regional Vice President of Operations
Long Island

Cell (516) 913-3859

BEACON
MOBILITY

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: Westley Richters
Date of birth: [redacted]
Home address: [redacted]
City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
Country: [redacted]

Business Address: 75 Commercial Street
City: Plainview State/Province/ Territory: NY Zip/Postal Code: 11803
Country US
Telephone: 5163498200

Other present address(es):
City: Plainview State/Province/ Territory: NY Zip/Postal Code: 11778
Country: US
Telephone: 5163498200

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)			

Type: Chief Operating Officer
Description:
Start Date: 01/01/2021

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.
See attached file

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, Westley Richters , 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, Westley Richters , 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.

WE Transport, Inc

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Westley Richters WRICHTERS@GOBEACON.COM

Chief Operating Officer

Title

04/10/2026 12:42:35 pm

Date

Cleary, Robert

From: Naftol, Daniel
Sent: Tuesday, April 7, 2026 2:23 PM
To: Cleary, Robert; Levey, Andrew
Cc: Schechter, Shelly; Broderick, Paul; McCool, Laura; Jenkins, Deneen; Langdon, Catherine
Subject: FW: Beacon ownership
Attachments: Van Pool Subsidiary Chart.pptx

Importance: High

Robert/Andrew,

Additional details regarding We Transport. Please advise if additional information is required.

Regards,

Dan.

Daniel Naftol
Nassau County Department of Health
Fiscal Department
dnaftol@nassaucountyny.gov
Phone: (516) 227-8598

From: Kiefer Light <klight@gobeacon.com>
Sent: Tuesday, April 7, 2026 2:16 PM
To: Naftol, Daniel <DNaftol@nassaucountyny.gov>
Cc: Bryony Chamberlain <BChamberlain@gobeacon.com>
Subject: RE: Beacon ownership

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Daniel,

Thank you for your patience. Based on the information gathered, it does appear that additional clarification is warranted. Please forgive any misunderstanding which may have led to this. To ensure your records are accurate, the following provides a more detailed summary of officer management within the Beacon Mobility family.

As mentioned in my initial message below, corporate governance within the Beacon Mobility family is essentially identical for all the entities up to the private equity funding. In this regard, Judith, David, Cor, and Wes serve as officers (in their respective CEO, CDO, CFO and COO capacities) for each of the affiliated operating entities. This includes each of the entities identified in your initial message below (with the exception of Pelham Busing and We Logistics, which are unaffiliated), in addition to others. For clarity, I have attached a corporate chart that identifies all the existing entities that have been acquired by Van Pool Transportation LLC (i.e., a subsidiary of Beacon Mobility Corp.). Judith, David, Cor, and Wes serve as officers for each of the operating entities reflected therein.

With respect to the extremely unfortunate incident you raised involving Judy M. Cubin and William Kane, I understand that Judy Cubin and William Kane are still litigating criminal charges. Van Pool was not

criminally charged, although I understand Van Pool did partake in a related civil case that has since been settled between the parties. With that said, it wasn't clear to me based on your message below whether either of these circumstances were required to be disclosed. Based on the information I've gathered thus far, my understanding is that nothing in the application requests disclosure of these incidents, particularly considering the criminal charges are exclusively against Cubin and Kane (as opposed to, e.g., Van Pool and/or its officers). Of course, if my understanding is incorrect, please let me know which question I am overlooking and I will certainly investigate the matter further to provide you with the needed information.

I want to thank you again for your patience and understanding. We are in the midst of transitioning our contract hub to a new platform, and this added another obstacle to obtaining the necessary information since we last spoke.

Regards,

Kiefer Light | Legal Counsel & Compliance
Cell (317) 964-3241 | klight@gobeacon.com

BEST COMPANIES TO WORK FOR U.S.News & WORLD REPORT OVERALL 2025-2026

BEACON MOBILITY

From: Kiefer Light <klight@gobeacon.com>
Sent: Friday, April 3, 2026 2:10 PM
To: Naftol, Daniel <DNaftol@nassaucountyny.gov>; Bryony Chamberlain <BChamberlain@gobeacon.com>
Subject: Re: Beacon ownership

Thank you, Daniel, I appreciate your understanding. Enjoy your weekend as well.

Regards,

Kiefer Light | Legal Counsel & Compliance
Cell (317) 964-3241 | klight@gobeacon.com

BEACON MOBILITY

From: Naftol, Daniel <DNaftol@nassaucountyny.gov>
Sent: Friday, April 3, 2026 2:07:50 PM
To: Kiefer Light <klight@gobeacon.com>; Bryony Chamberlain <BChamberlain@gobeacon.com>
Subject: RE: Beacon ownership

Kiefer,

You can only do what you're able to do. Please forward as soon as possible. Thank you and have a nice holiday and weekend.

Regards,

Dan.

Daniel Naftol
Nassau County Department of Health
Fiscal Department
dnaftol@nassaucountyny.gov
Phone: (516) 227-8598

From: Kiefer Light <klight@gobeacon.com>
Sent: Friday, April 3, 2026 1:59 PM
To: Naftol, Daniel <DNaftol@nassaucountyny.gov>; Bryony Chamberlain <BChamberlain@gobeacon.com>
Subject: Re: Beacon ownership

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From: Naftol, Daniel <DNaftol@nassaucountyny.gov>
Sent: Friday, April 3, 2026 10:40 AM
To: Bryony Chamberlain <BChamberlain@gobeacon.com>
Cc: Kiefer Light <klight@gobeacon.com>
Subject: RE: Beacon ownership
Importance: High

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- SCR Medical Transportation, LLC
- Alltown Bus Company, LLC
- DHT Transportation, LLC
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- Allegheny Transportation Services, Inc.

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Fiscal Department
dnaftol@nassaucountyny.gov
Phone: (516) 227-8598

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Sent: Thursday, April 2, 2026 5:32 PM
To: Levey, Andrew <ALevey@nassaucountyny.gov>
Cc: Naftol, Daniel <DNaftol@nassaucountyny.gov>; Kiefer Light <klight@gobeacon.com>
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Yours

Bryony Chamberlain
Regional Vice President of Operations
Long Island

Cell (516) 913-3859

BEACON
MOBILITY

COUNTY OF NASSAU

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

1. Name of the Entity: WE Transport Inc

Address: 75 Commercial Street

City: Plainview State/Province/Territory: NY Zip/Postal Code: 11803

Country: US

2. Entity's Vendor Identification Number: [redacted]

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

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):

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.

See attached

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.

Please see attached

1 File(s) uploaded: Van Pool Affiliate Chart.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 [X]

(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:
Erin Sharkey [ERINS@WETRANSPORT.COM]

Dated: 04/10/2026 01:15:48 pm

Title: Customer Account 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.

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only) We Transport Inc 75 Commercial St Plainview NY 11803 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)* Plainview	1b. Business Telephone Number of Insured 1c. Federal Employer Identification Number of Insured or Social Security Number [redacted]
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Nassau county office of health 60 Charles blvd Uniondale NY 11553	3a. Name of Insurance Carrier Lincoln Life & Annuity Company of New York 3b. Policy Number of Entity Listed in Box 1a GS4890LF1014NY 3c. Policy Effective Period 08/01/25 to 08/01/26

4. Policy provides the following benefits:
   - [X] A. Both disability and Paid Family Leave benefits.
   - [ ] B. Disability benefits only.
   - [ ] C. Paid Family Leave benefits only.

5. Policy covers:
   - [X] 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 08/19/25 By Joseph Morton IV
(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)

Telephone Number 800-423-2765 Name and Title Joseph Morton IV, AVP, Operations

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 emailed to PAU@wcb.ny.gov or it can 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 4B, 4C or 5B have 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(Article 9 of the Workers' Compensation Law) with respect to all of their 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.***

DB-120.1 (12-21)

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 NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) 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 NYS 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 Insurance Coverage for NYS disability and/ or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.

NYS 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.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/18/2025

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 Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: WTW Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@wtwco.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Old Republic Insurance Company	24147
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
WE Transport, Inc.
75 Commercial Street
Plainview, NY 11803

COVERAGES **CERTIFICATE NUMBER:** W39845202 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		MWZY 316654 25	05/15/2025	05/15/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 5,000,000 $ 1,000,000 $ 10,000 $ 5,000,000 $ 10,000,000 $ 10,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			MWTB 316653 25	05/15/2025	05/15/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 5,000,000 $ $ $
A	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $			MWZX 318153 25	05/15/2025	05/15/2026	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		MWC 316652 25	05/15/2025	05/15/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Nassau County is included as an Additional Insured as respects to General Liability.

CERTIFICATE HOLDER

County of Nassau
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
Patricia A Forney

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/18/2025

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75 Commercial Street
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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		MWZY 316654 25	05/15/2025	05/15/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 5,000,000 $ 1,000,000 $ 10,000 $ 5,000,000 $ 10,000,000 $ 10,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			MWTB 316653 25	05/15/2025	05/15/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 5,000,000 $ $ $
A	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $			MWZX 318153 25	05/15/2025	05/15/2026	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
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County of Nassau
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CANCELLATION

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AUTHORIZED REPRESENTATIVE
Patricia A Forney

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Certified: --

E-61-26

Filed by the Clerk of the Nassau County Legislature
April 29, 2026
4:29PM

NIFS ID: CLSS26000004

Capital:

Contract ID #: **CQSS21000002**

NIFS Entry Date: **01/16/2024**

Department: Social Services

Service: **Account Maintenance Support**

Term: from **01/01/2026** to **12/31/2026**

Contract Delayed: **X**

Slip Type: **Amendment**		
CRP:		
Time Extension:		
Addl. Funds:		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	**Yes**
2) Comptroller Approval Form Attached:	**No**
3) CSEA Agmt. & 32 Compliance Attached:	**Yes**
4) Significant Adverse Information Identified? (if yes, attach memo):	**No**
5) Insurance Required:	**Yes**

Vendor/Municipality Info:	
Name: **yms management associates**	ID#:**112756216**
Main Address: **160 broadway suite 1201 new york, NY 11230**	
Main Contact: **mark selig**	
Main Phone: **(212) 374-9009**	

Department:
Contact Name: **Reena Carnevale**
Address: **60 Charles Lindbergh Blvd. Uniondale, NY 11553**
Phone: **(516) 227-8833**
Email: **reena.carnevale@hhsnassaucountyny.us,joanne.oweis@hhsnassaucountyny.us**

Contract Summary

Purpose: Pursuant to Title IV-D of the Social Security Act, DSS is responsible for implementing & coordinating Nassau County's child support program. The program ensures that legally responsible absent parents (respondents) contribute to the support of their dependent children. All child support orders payable through SCU are monitored and enforced by New York State's automated Child Support Management System (CSMS). This requires all court orders be data entered onto CSMS, & that all modifications to such orders be data entered after the account is reviewed and appropriate mathematical computations completed.

Procurement History: Department provided public notice of its intent to enter into a sole source contract with YMS and invited responses from any other vendors who could provide such services, however, no responses were received. When an RFP was previously issued for such services, YMS was the only response.

Description of General Provisions: Contractor will assist DSS in processing child support court ordered modifications, new

orders, beneficiary changes and UIFSA changes.

Impact on Funding / Price Analysis: Federal 66% State 0% County 34%.

Change in Contract from Prior Procurement: No Change

Method of Source Selection:

☑ Contract amendment, extension, or renewal

Contract originally executed on: 06/29/2022

Original procurement method: Sole source

MWBE Participation:

☑ Participation of Minority-owned and Women-owned Business Enterprises 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 by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

☑ Vendor will not require any subcontractors.

Contractor is a (check all that apply):

☐ MWBE

☐ SDVOB

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
GEN	20	2800	DE	SSGEN2800	DE500	SSGEN2800 DE500	06	$143,492.00
						TOTAL		**$143,492.00**

Additional Info	
Blanket Encumbrance	
Transaction	
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	$48,787.00
Federal	$94,705.00
State	
Capital	$0.00
Other	$0.00
Total	**$143,492.00**

Routing Slip

Department			
NIFS Entry	Reena Carnevale	03/09/2026 02:46PM	Approved
NIFS Final Approval	Jose Lopez	03/10/2026 10:23AM	Approved
Final Approval	Jose Lopez	03/10/2026 10:23AM	Approved
County Attorney			
Approval as to Form	Julie Silverstein	03/10/2026 04:29PM	Approved
RE & Insurance Verification	Grady Farnan	03/10/2026 02:14PM	Approved
NIFS Approval	Mary Nori	03/18/2026 01:17PM	Approved
Final Approval	Mary Nori	04/20/2026 02:50PM	Approved
OMB			
NIFS Approval	Irina Sedighi	03/12/2026 01:15PM	Approved
NIFA Approval	Irfan Qureshi	03/12/2026 02:53PM	Approved
Final Approval	Irfan Qureshi	03/12/2026 02:53PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	03/18/2026 01:43PM	Approved
DCE Compliance Approval	Andrew Levey	03/18/2026 03:56PM	Approved
Vertical DCE Approval	Anissa Moore	03/18/2026 05:00PM	Approved
Final Approval	Anissa Moore	03/18/2026 05:00PM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	04/29/2026 04:07PM	Approved
Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending
Legal Approval			Pending

Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

RULES RESOLUTION NO. – 2026

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF SOCIAL SERVICES, AND YMS MANAGEMENT ASSOCIATES, INC.

WHEREAS, the County has negotiated a personal services agreement with YMS Management Associates, Inc. to provide accounts maintenance 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 YMS Management Associates, Inc.

AMENDMENT NO. I

This AMENDMENT, dated as of January 1, 2026, (together with the exhibit 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 County Department of Social Services, having its principal office at 60 Charles Lindbergh Blvd., Uniondale, New York 11553 (the "Department"), and (ii) and YMS Management Associates, Inc., a for profit corporation having its principal office at 160 Broadway, Fifth Floor East, New York, NY 10038 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQSS21000002 between the County and the Contractor, executed on behalf of the County on June 29, 2022 (the "Original Agreement"), the Contractor provides Parentage Testing services as ordered by Family Court for the County, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, the term of this Agreement is from January 1, 2021 through December 31, 2025, unless sooner terminated in accordance with the provisions of the Original Agreement (the "Original Term");

WHEREAS, the Maximum Amount that the County agreed to reimburse the Contractor for Services under the Original Agreement was Six Hundred Sixty Three Thousand Six Hundred Forty Two Dollars ($663,642.00) (the "Maximum Amount"); and

WHEREAS; the County and the Contractor desire to amend certain terms, extend 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 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 December 31, 2026.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by One Hundred Forty Three Thousand Four Hundred Ninety Two and 00/100 Dollars ($143,492.00), so that the maximum amount that the County shall pay to the Contractor as full consideration for all Services provided under the Agreement shall be Eight Hundred Seven Thousand One Hundred Thirty Four and 00/100 Dollars ($807,134.00) (the "Amended Maximum Amount").

3. Payment. Paragraph 3 (a) (i) of the Original Agreement shall be amended to reflect the following rate increase:

    i. Single Rate. Services will be payable at a single rate of: THIRTY-FIVE ($35.00) DOLLARS (the "Single Rate") for all modifications, new orders, beneficiary changes and UIFSA cases as detailed in the Annual Budget Summary annexed hereto as EXHIBIT A.

    j.

4. 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.

(THE BALANCE OF THE PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.

YMS MANAGEMENT ASSOCIATES, INC.

By: Mark Selig

Name: Mark Selig

Title: President

Date: 1/12/26

NASSAU COUNTY

By: _____

Name: _____

Title: County Executive

☐ Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

#170537

STATE OF _____)

State of New York
County of New York
)ss.:

COUNTY OF _____)

On the 12TH day of January in the year 2026 before me personally came Mark Selig to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Kings; that he or she is the President of YMS 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

Jenice Hernandez
Notary Public, State of New York
No. 01HE6359254
Qualified in Bronx, Cert. Kings, NY Counties
Commision Expires May 22, 2029
The UPS Store 82 Nassau St NY, NY 10038

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the ____ day of _____ in the year 202 __ 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

NIFA Nassau County Interim Finance Authority

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

1. Vendor: yms management associates

2. Amount requiring NIFA approval: $143,492.00

Amount to be encumbered: $143,492.00

Slip Type: 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: 01/01/2026 to 12/31/2026

Has work or services on this contract commenced? Yes

If yes, please explain: We are mandated to provide this service

4. Funding Source:

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

Federal %	66
State %	0
County %	34

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

Pursuant to Title IV-D of the Social Security Act, DSS is responsible for implementing & coordinating Nassau County's child support program. The program ensures that legally responsible absent parents (respondents) contribute to the support of their dependent children. All child support orders payable through SCU are monitored and enforced by New York State's automated Child Support Management System (CSMS). This requires all court orders be data entered onto CSMS, & that all modifications to such orders be data entered after the account is reviewed and appropriate mathematical computations completed.

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

Nassau County Attorney as to form	Yes
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	Posting Date	Amount Added in Prior 12 Months

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 03/12/2026

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.

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?

Electronically signed and certified at the date and time indicated by:
mark selig [MARK@YMSMANAGEMENT.COM]

Dated: 02/17/2026 11:57:11 am

Vendor: YMS Management Associates

Title: president

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: sheila selig
   Date of birth: [redacted]
   Home address: [redacted]
   City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
   Country: [redacted]

   Business Address: 160 broadway suite 1201
   City: new york State/Province/ Territory: NY Zip/Postal Code: 10038
   Country US
   Telephone: (212) 374-9009

   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		Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President	09/02/1985		
(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 notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

selig management inc
provides consulting services

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, sheila selig , 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, sheila selig , 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.

YMS Management Associates

Name of submitting business

Electronically signed and certified at the date and time indicated by:
sheila selig SHEILA@YMSMANAGEMENT.COM

vp

Title

02/17/2026 12:15:32 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 Selig
   Date of birth: [redacted]
   Home address: [redacted]
   City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
   Country: [redacted]

   Business Address: 160 Broadway Suite 1201
   City: New York State/Province/ Territory: NY Zip/Postal Code: 10038
   Country US
   Telephone: (212) 374-1385

   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	08/05/1985	Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President	09/03/2012		
(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 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 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 selig , 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 selig , 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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YMS Management Associates

Name of submitting business

Electronically signed and certified at the date and time indicated by:
joseph selig JOSEPH@YMSMANAGEMENT.COM

vp

Title

02/17/2026 12:06:54 pm

Date

PRINCIPAL QUESTIONNAIRE FORM

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

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1. Principal Name: mark selig
   Date of birth: [redacted]
   Home address: [redacted]
   City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
   Country: [redacted]

   Business Address: 160 broadway suite 1201
   City: new york State/Province/ Territory: NY Zip/Postal Code: 10038
   Country US
   Telephone: (212) 374-9009

   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	09/03/2012	Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President	08/02/2010		
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [X] NO [ ] If Yes, provide details.
   100% owed

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.

MZS Physical Therapy LLC
1651 Coney Island Ave
Brooklyn, NY 11230
Vice President

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?
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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, mark selig , 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 selig , 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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YMS Management Associates

Name of submitting business

Electronically signed and certified at the date and time indicated by:
mark selig MARK@YMSMANAGEMENT.COM

president

Title

02/17/2026 11:58:30 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: 09/20/2023

1) Proposer's Legal Name: YMS Management Associates, Inc

2) Address of Place of Business: 160 Broadway Suite 1201

City: New York State/Province/ Territory: NY Zip/Postal Code: 10038

Country: US

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: 144620523

5) Federal I.D. Number: [redacted]

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?
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.

should a potential conflict of interest arise we will contact the county and 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 [X] NO [ ]

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

i) Date of formation;

01/01/1985

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.

Mark Selig
President
993 East 18th Street
Brooklyn, NY 11230

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

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

49

vi) Annual revenue of firm;

5200000

vii) Summary of relevant accomplishments

1 File(s) uploaded: ATTACHMENTS TO BUSINESS HISTORY FORM - Nassau County 2018-2.docx

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

B. Indicate number of years in business.

39

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: ATTACHMENTS TO BUSINESS HISTORY FORM - Nassau County 20181.docx

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	NYC Department of Youth and Community Service		
Contact Person	Mr. John Cirolia, Assistant Commissioner		
Address	156 William Street		
City	New York	State/Province/Territory	NY
Country	US		

Telephone	(212) 442-5958		
Fax #			
E-Mail Address	jcirolia@dycd.nyc.gov		

Company	Onondaga County/ Department of Social Services		
Contact Person	Ms. Lorraine Korkus		
Address	421 Montgomery Street		
City	Syracuse	State/Province/Territory	NY
Country	US		
Telephone	(315) 435-2585		
Fax #			
E-Mail Address	Lorraine.korkus@dfa.state.ny.us		

Company	Agency for Children Services		
Contact Person	Richard Beck		
Address	150 Wlliam Street		
City	New York	State/Province/Territory	NY
Country	US		
Telephone	(212) 341-3619		
Fax #			
E-Mail Address	richard.beck@dfa.state.ny.us		

I, mark selig , 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 selig , 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: YMS Management Associates

Electronically signed and certified at the date and time indicated by:
mark selig MARK@YMSMANAGEMENT.COM

president
Title

02/17/2026
Date

ATTACHMENTS TO BUSINESS HISTORY FORM – FORM 1

A. Detailed description of the bidder's professional qualifications.

YMS has provided Child Support Enforcement Services for New York City, Nassau County and Onondaga County with the responsibilities listed below.

New York City Office of Child Support Enforcement - YMS has performed the Account Maintenance functions since 1996. In fulfilling these contracts YMS has worked closely with New York City Office of Child Support Enforcement personnel to master the intricacies of the requirements. YMS staff has learned the complex database systems: the Child Support Management System (CSMS), the Welfare Management System (WMS), the Unified Court Management System (UCMS), OCSE WEB and the Automated State Support Enforcement and Tracking System (ASSET$). YMS has also trained its staff in interpreting the court orders and manipulating ASSET$ to produce the desired court ordered results. YMS' vast experience includes providing accounts maintenance functions for interstate child support cases as mandated by the Uniform Interstate Family Court Act as found in article 5-B of the NYS Family Court Act. YMS has dedicated training and quality assurance personnel that ensure that these contracts are performed according to the existing requirements.

YMS has performed similar accounts maintenance functions for Nassau since 2000 and Onondaga Counties since 1999. It is YMS' intention to continue performing these types of contracts with its excellent staff and to supplement staff where required. During the past twenty-two, YMS accounts maintenance staff has processed in excess of 2 million child support enforcement cases.

NYC Department of Youth and Community Development (DYCD) - YMS has successfully functioned as the Fiscal Agent since 1985. In that capacity YMS has maintained financial accounts for up to a thousand community based organizations. For these organizations, YMS also performs payroll processing and disbursement, tax reporting and paying, payment of all Agency expenditures, receiving and processing all funds, budget management and all levels of fiscal record keeping and reporting. During this period, YMS expended more than five hundred million dollars on DYCD's behalf. YMS has provided monthly bank reconciliation services for up to ten separate bank accounts.

For the remaining DYCD funded Agencies, YMS provided fiscal record keeping and reporting and accounts maintenance functions. All these functions were performed utilizing YMS' automated accounting and management reporting system. Processing staff reviewed and made adjustments and data entered information pertaining to 250,000 transactions per year.

YMS' stringent fiscal controls and auditing capabilities resulted in no questioned costs in its audits by independent auditing firms as well as receiving exemplary management letters, for the past twenty-nine years.

For New York City Department of Human Resources and Administration for Children Services - for the last twenty-five years YMS has processed payments to day care providers in the City of New York. Payments will exceed $1.3 billion dollars in the current contract. Monthly checks produced are approximately 10-12,000. Duties include, verifying eligibility of daycare providers,

producing checks, producing direct deposit advices, generating positive pay file for the bank, performing bank reconciliation and providing control and management information reports. YMS performs accounts maintenance for over 15,000 providers.

YMS MANAGEMENT ASSOCIATES INC – PART 2

1) Date of Formation – 1985
2) Persons who have financial interest and are the officers of the company are:
   a) Mark Selig – [redacted]
   b) Joseph Selig – [redacted]
   c) Sheila Selig - [redacted]
3) State of Incorporation – New York State
4) Number of Employees – 52
5) Annual Revenue of Firm – 4.7 MM
6) Summary of Relevant Accomplishments – Business History Form 1
7) Copies of state and local licenses and permits – N/A

B) **Indicate number of years in business –** 33

C) **Bidders Experience** – DOCUMENT 1

D**) Reference of similar services**

a. NYC/HRA Office of Child Support Enforcement

150 Greenwich St 40th floor
New York, New York 10007

Ms. Frances Pardus-Abbadessa, Deputy Commissioner 929-221-4587

YMS performs Accounts Maintenance functions. This function involves interpreting and entering court orders that pertain to the enforcement of support orders regarding child support payments. YMS has performed all functions outlined in prior RFP and bids. YMS has received "Good" Vendex evaluations from the Agency.

YMS processes in excess of 100,000 accounts per annum.

b. NYC/Administration for Children's Services

150 William Street
New York, New York 10038

Mr. Richard Beck, Assistant Commissioner, Financial Services, Payment Services 212-341-3619
Ms. Gisele Assile, Executive Director, Payments/Child Care 212-341-3550

YMS provides child care voucher payment services. YMS has received "Excellent" Vendex evaluation from the Agency. YMS has performed this contract for the past 15 years and in the current contract YMS will process up to 20,000 providers with a total disbursement of 1.3 billion dollars for the 3 years.

NYC/Department of Youth and Community Development

156 William Street
New York, New York 10038

Mr. John Cirolia, Chief of Staff 212-442-5958

YMS has functioned as Fiscal Agent for the Agency managing fiscal operations for up to 1,000 local community based organizations for the past 33 years. YMS has maintained all books and records for these Agencies.
YMS has received "Good" Vendex evaluations from the Agency.

c. Nassau County/ Department of Social Services
60 Charles Lindbergh Blvd.
Uniondale, NY 11553

Rhonda Ullrich Director, 516-227-7425

Provides accounts maintenance services related to Child Support Enforcement since 1/1/00.

Approximately 4000-6000 accounts cases per annum.

d. Onondaga County/ Department of Social Services

421 Montgomery Street
Syracuse, New York 13202

Ms. Lorraine Korkus, Director, 315-435-6839

Provides accounts maintenance services related to Child Support Enforcement since 1/1/99,

Approximately 3000-4000 accounts cases per annum.

COUNTY OF NASSAU

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

1. Name of the Entity: YMS Management Associates, Inc

Address: 160 Broadway Suite 1201

City: New York State/Province/Territory: NY Zip/Postal Code: 10038

Country: US

2. Entity's Vendor Identification Number: [redacted]

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	mark				
Last Name	selig				
MI		Suffix			
Address	160 broadway suite 1201				
City	new york	State/Province/ Territory:	NY	Zip/Postal Code:	11230
Country	US				
Position	President				

First Name	sheila				
Last Name	selig				
MI	v	Suffix			
Address	194 Harborview South				
City	Lawrence	State/Province/ Territory:	NY	Zip/Postal Code:	11559
Country	US				
Position	Vice President				

First Name	Joseph		
Last Name	Selig		
MI		Suffix	

Address	194 harborview south				
City	Lawrence	State/Province/ Territory:	NY	Zip/Postal Code:	11559
Country	US				
Position	Vice President				

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

First Name	mark				
Last Name	selig				
MI		Suffix			
Address	160 broadway suite 1201				
City	new york	State/Province/ Territory:	NY	Zip/Postal Code:	11230
Country	US				
Position	President				

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

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):

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:
mark selig [MARK@YMSMANAGEMENT.COM]

Dated: 02/17/2026 11:59:29 am

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.

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only)

YMS MANAGEMENT ASSOCIATES , INC.
160 BROADWAY, 5TH FLOOR
NEW YORK, NY 10038

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*

1b. Business Telephone Number of Insured

1c. Federal Employer Identification Number of Insured or Social Security Number

[redacted]

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)

County of Nassau and Nassau County Department of Social Services
1 West Street
Mineola, NY 11501

3a. Name of Insurance Carrier

Arch Insurance Company

3b. Policy Number of Entity Listed in Box 1a

11DBL2281900

3c. Policy Effective Period

7/1/2025 to 6/30/2026

4. Policy provides the following benefits:

- [X] A. Both disability and Paid Family Leave benefits.
- [ ] B. Disability benefits only.
- [ ] C. Paid Family Leave benefits only.

5. Policy covers:

- [X] 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 1/9/2026 By _____
(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)

Telephone Number 877-369-0979 Name and Title James Iannicelli, AVP Accident & Health

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 emailed to PAU@wcb.ny.gov or it can 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 4B, 4C or 5B have 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(Article 9 of the Workers' Compensation Law) with respect to all of their 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.***

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/8/2026

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 GNP Brokerage USA LLC. an ISU Network Member 5 Corporate Drive Central Valley NY 10917 License#: 1045961	**CONTACT NAME:** Chaim Retek **PHONE (A/C, No, Ext):** 718-851-5400 **FAX (A/C, No):** 718-853-0164 **E-MAIL ADDRESS:** service@gnpbrokerage.com
INSURED YMS Management Associates Inc 160 Broadway Suite 1201 New York NY 10038 YMSMANA-01	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** HARTFORD INSURANCE COMPANY — 29424 **INSURER B :** Wesco Insurance Company — 25011 **INSURER C :** ARCH INSURANCE COMPANY — 11150 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 322831521 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y	Y	10 SBA AA8644 DW	7/12/2025	7/12/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			10 SBA AA8644 DW	7/12/2025	7/12/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			10 SBA AA8644 DW	7/12/2025	7/12/2026	EACH OCCURRENCE AGGREGATE $	$ 2,000,000 $ 2,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WWC3722957	7/15/2025	7/15/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 100,000 $ 100,000 $ 500,000
C	Disability See below			11DBL2281900	7/1/2025	7/1/2026		

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

The certificate holder is listed as an additional insured as per written contract.
#PV202500000191 CoAction (Southwest Marine) Primary S 5.000.000.00
#P-001-001705732 Axis Layer 1 S 5.000.000.00
#NI943DMLA250 Nexus (Professional Solutions) Layer 2 S 5,000.000.00
MMX-000688.0725 Intact (Atlantic Specialty) Layer 3 $ 5,000,000.00
#MPX30092100600 Sompo (Endurance) Layer 4 S 10,000,000.00
XJ02508973 Nationwide (National Casualty) Layer 5 S 10,000,000.00
#PDX2000261 AIG (Stratford) Laver 6 S 10,000,000.00
See Attached...

CERTIFICATE HOLDER

County of Nassau and Nassau County Department of Social Services
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

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AGENCY CUSTOMER ID: YMSMANA-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
GNP Brokerage USA LLC. an ISU Network Member	YMS Management Associates Inc 160 Broadway Suite 1201 New York NY 10038
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

#FI4NADSH4L001 Ironshore (Liberty Mutual) Layer 7 S 10.000.000.00
#ELU205129-25 AXA XL (XL Spedalty) Layer 8 S 10.000.000.00
626-041117-8 C&F Layer 9 S 10.000.000.00
G48699601 001 Chubb (Westchester) Layer 10 S 10.000.000.00
#833885421 C.NA Layer 11 $ 10,000.000.00

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NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only)	1b. Business Telephone Number of Insured
YMS Management Associates Inc 160 Broadway Suite 1201 New York NY 10038 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number [redacted]
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) **County of Nassau and Nassau County Department of Social Services 1 West Street Mineola, NY 11501**	3a. Name of Insurance Carrier **Wesco Insurance Company** 3b. Policy Number of Entity Listed in Box "1a" **WWC3722957** 3c. Policy effective period 7/15/2025 to 7/15/2026 3d. The Proprietor, Partners or Executive Officers are included. (Only check box if all partners/officers included) ☒ all excludedWC or certain ☐ partners/officersexcluded.

This certifies 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, 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 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: Chaim Retek
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: _____ 1/8/2026
(Signature) (Date)

Title: Account Executive

Telephone Number of authorized representative or licensed agent of insurance carrier: 718-851-5400

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 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.

COUNTY OF NASSAU

Inter-Departmental Memo

To: Robert Cleary
Chief Procurement and Compliance Officer

From: José L. López
Commissioner, Social Services

Date: March 2, 2026

Subject: Delay Memorandum
YMS Management Associates
Contract #CQSS21000002

The Department of Social Services is seeking to amend the above referenced contract for Employment services in order to extend such term through December 31, 2026. This amendment to extend the term of the contract is necessary to ensure the continuity of mandated services.

The amendment has been delayed from continuous processing due to the following factors upon information and belief.

- Delay in receiving signed amendment from vendor
- Delay in receiving updated Vendor Portal Forms from vendor

We appreciate your consideration in reviewing this Delay Memorandum and request processing this service agreement.

Doc ID #163726

COUNTY OF NASSAU

Inter-Departmental Memo

To: Budget Office

From: Reena Carnevale
Administrative Officer I
Department of Social Services

Date: March 6, 2026

Subject: Amendment for Account Maintenance Support
YMS Management Associates Inc.

Pursuant to Section 32 of the Collective Bargaining Agreement, CSEA Nassau Local 830 CSEA of the Civil Service Employees Association, Inc., Local 100, AFSCME, AFL-CIO was notified of the Department of Social Services' interest in contracting with the above vendor.

Following this notification are two letters:

- One, to Mr. Kris Kalendar, President, CSEA Local 830 Nassau dated March 5, 2026, notifying him of the Amendment with a copy to the Nassau County Office of Labor Relations.
- The other is a response from Mr. Kalendar, President, CSEA Local 830 copying the Nassau County Office of Labor Relations.

A meeting to discuss the issues is being planned.

It is requested that the County proceed with the contract processing as this is a mandated service.

Doc ID#161053

BRUCE A. BLAKEMAN
NASSAU COUNTY EXECUTIVE

JOSE L. LOPEZ
COMMISSIONER

NASSAU COUNTY
DEPARTMENT OF SOCIAL SERVICES
60 CHARLES LINDBERGH BLVD
UNIONDALE, NEW YORK 11553-3686
Phone: 516-227-7471 Fax: 516-227-8432
Web: http://www.nassaucountyny.gov/

March 5, 2026

Via Email(subc@csea830.org)

Kris Kalender
President CSEA Nassau Local 830
400 County Seat Drive
Mineola, New York 11501

Subject: Amendment for Account Maintenance Support - YMS Management Associates, Inc. CQSS21000002

Dear Mr. Kalender:

This letter is to advise you that the Department of Social Services is considering extending the term for contractual services with the above vendor through December 31, 2026. The County's needs are described in the service provisions of the enclosed contract including, but not limited to, exhibits, appendices and/or other related attachments. This notification is provided to comply with the spirit and intent of Section 32 of the CSEA Collective Bargaining Agreement, however it should not be implied that these contractual services are for work which has "historically and exclusively been performed by bargaining unit members."

If you wish to meet or discuss any aspect of this proposed amendment, or discuss alternatives to this matter, do not hesitate to contact Commissioner Lopez with that request in writing.

Sincerely,

Joanne L. Oweis
Deputy County Attorney

cc: Jason Perkowsky DSS Unit President CSEA Nassau Local 830
Ross Bratin, Assistant Director Office of Labor Relations
Jose L Lopez, Commissioner, DSS
Rudolph Carmenaty, Deputy Commissioner, DSS
Reena Carnevale, Administrative Officer I, DSS

Enclosure

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 County Department of Social Services, having its principal office at 60 Charles Lindberg Blvd., Uniondale, New York 11553 (the "Department") and (ii) YMS Management Associates, Inc., a for profit corporation having its principal office at 160 Broadway, Fifth Floor East, New York, NY 10038 (the "Contractor").

W I T N E S S E T H:

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

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

WHEREAS this Agreement is the most cost-effective way of providing the services described in this Agreement and the cost is reasonable and necessary to assure the quality of services; 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 January 1,2021 and terminate on December 31,2025 unless sooner terminated in accordance with the provisions of this Agreement.

2. Services. The services to be provided by the Contractor under this Agreement (the "Services") shall be as follows:

(a) The County, acting on behalf of the Department, hereby hires and retains the Contractor to perform accounts maintenance services as described herein.

(b) The Department through its Office of Child Support Enforcement/Support Collection Unit (hereinafter called "SCU") is charged with the responsibility of implementing and coordinating the County's child support program pursuant to Title IV-D of the Social

Security Act to ensure that legally responsible absentee parents contribute to the support of their dependent children. All child support court orders payable through the SCU are monitored and enforced by the SCU's Automated State Support Enforcement and Tracking System (hereinafter called "ASSETS"). ASSETS is an on-line data base system developed and administered by the New York State Office of Temporary and Disability Assistance (hereinafter called "OTDA"). All support court orders are data entered onto ASSETS. All modifications to such orders are data entered after the account is reviewed and appropriate mathematical computations completed. ASSETS is used by the Department and will be used by the Contractor to enter and maintain client and respondent information, including financial data pertaining to support orders.

(c) Contractor will process creation of new accounts and modifications to child support court orders on ASSETS as provided to the contractor by the Department. The workload will consist of all court orders, Account Creation Summaries (ACS), Internal Memos (IM) and Beneficiary Changes. Processing modifications to child support court orders onto ASSETS involves making adjustments to the account pursuant to the order, ACS, IM or beneficiary changes and related case updates as needed. Contractor is also responsible for Uniform Interstate Family Support Act (UIFSA) new account creations and modifications.

ACS are court generated documents that provide establishment of support (new orders) or modifications of support orders already charging on the system. ACS may also involve modifications to orders previously payable directly to the custodial parent where there might not be a pre-existing account built on ASSETS.

Contractor shall process ACSs (court orders) within five (5) business days of the receipt of the ACS (court order) by the Contractor. In the event the Contractor cannot process an ACS (court order) within the prescribed time frame, Contractor shall provide written notice via e-mail of the inability to timely process within one (1) business day from the expiration of the required processing period. The e-mail shall be sent to the Director of the Child Support Enforcement Department with a copy to the Assistant Coordinator and Attorney of the Child Support Enforcement Department.

IMs are generated by the department's staff and include but are not limited to beneficiary changes and modifications to court orders received from other states or New York State counties outside of Nassau or from Nassau County Supreme Court.

(d) The Contractor is required to review the Daily On-Line Status Change Report (hereinafter called "DOLSCR") daily. This report lists all transactions made to an account on the database each day.

(e) The Contractor will provide for an independent review of each case listed to ensure that a court order or substantiating document is available to warrant changes entered on a particular case.

(f) The Contractor will download ACS and court orders from ASSETS. The Department will email IMs to the Contractor.

(g) Any additional modifications on cases already submitted to the Contractor will require processing as part of the contract. The Department will email any additional modifications to the Contractor.

(h) The Contractor warrants it is proficient in the operations of the following two (2) separate and complex database systems: ASSETS and WMS. In addition, the Contractor must be proficient in the interpretation of court orders and in the manipulation of ASSETS to achieve the desired court ordered results.

(i) The Contractor shall set up internal controls which restrict access to any of the systems used in furtherance of the services provided by this Agreement. These controls must address both on-line data entry and batch entry. The Contractor shall assure batch work will be approved by a supervisor and entered by staff different from those making other adjustments.

(j) Data entry actions taken by the Contractor when setting up new orders or modification must include the content/results of any contact with the Department. Actions or issues referred back to the Department for resolution also must be documented through notation on ASSETS. The Contractor will be required to maintain a hardcopy file or an acceptable electronic image of each ACS and IM it has received for data entry and the date each ACS and IM was completed.

(k) The New York State Office of Child Support Enforcement (herein after called "NYSOCSE") will provide Contractor with a sufficient number of terminals and printers to perform its work under this agreement. ASSETS terminals and printers will be made available at the Contractor's business location by NYSOCSE. Ongoing training in equipment operations will be the responsibility of the Contractor.

(l) The Contractor will be required to ensure the quality of work performed by maintaining a quality review unit whose responsibilities will include ensuring the timeliness and accuracy of the data entered onto the ASSETS. The Contractor must develop a systematic method for checking the quality of its own work. A written description and/or text of this procedure, including methodologies and sample size, must be submitted to Department no later than ten (10) days after the contract start date. Procedure must be approved by the Department. Cases to be included in the review sample will be selected by Department, and the results of internal reviews should always be available for Department review.

(m) Monthly reports of the results of the Contractor's quality review must be provided to the Department along with billing statements. Approximately forty (40) items per case

must be checked, including calculations related to due adjustments, with results annotated on a single form for each case. Review sample source documents and audit forms should always be stored in a separate file and made available to Department staff. The results of the quality review/internal audit are expected to be fully accurate in terms of errors detected and the recording of time elapsed from referral until data entry. The expected quality of data entry, including calculated fields, shall be at an average quarterly error rate not exceeding two-point two (2.2%) percent of the elements addressed, as reflected in the quality review sample. The Department will verify the review error rate.

i. The Contractor shall be required to reimburse the Department for accounting errors, or premature or inaccurate switch changes made by the Contractor on any account which resulted in an erroneous disbursement of funds. Said Reimbursement shall be in the form of a check from the Contractor payable to the Nassau County Support Collection Unit. The Department shall make all reasonable efforts to recoup the erroneously disbursed funds from the custodial or non-custodial parent. If the Department is successful in recouping the erroneously disbursed funds said funds shall be repaid to the Contractor.

(n) Internal audit results, as verified by Department, will be used as part of the Department's determination of whether accuracy, completeness and timeliness requirements are being met. If the requirements are not met for a monthly reporting period, a corrective action plan must be submitted by the Contractor to the Department for approval.

(o) The Contractor shall hire a Trainer or appoint a staff person whose sole responsibility shall be to train the Contractor's staff. The Contractor must develop a training proposal/plan which insures that contract staff, both data entry and supervisory, are sufficiently knowledgeable and proficient with regard to all relevant aspects of ASSETS and child support legal/technical matters as they relate to accounts maintenance. The proposal should address the need to keep contract staff informed of ASSETS/child support policy changes and developments as they occur over the life of the contract. The training proposal must be submitted thirty (30) days prior to the projected start date and must be approved by the Department.

(p) The Contractor will hire a quality assurance team/person or appoint a staff person whose sole responsibility will be to review the Daily On-Line Status Change Report (DOLSCR) and oversee the Internal Review/Audit Mechanism.

(q) The Department has the responsibility for monitoring the Contractor's provision of services. The Department will determine the methods which will be utilized to monitor the Contractor's compliance with services requirements. Monitoring methods may include, but are not limited to, on-site reviews of Contractor's required record keeping documentation, establishment of a formal weekly or monthly reporting system between

the Contractor and Department, or establishment of monthly Department/Contractor meetings in which the Contractor's required record keeping activities are reviewed by Department staff.

(r) The Contractor must provide sufficient staffing to perform contract services. The Contractor will assign a minimum of five (5) staff to the task, including, pre-screener and accounts maintenance personnel as well as quality assurance and training support staff.

(s) All contract related work activities will take place at Contractor's facility located at 160 Broadway, New York, New York 10038.

(t) Service delivery will commence within fifteen (15) days of approval of the contract by Nassau County.

3. Payment. (a) Consideration. The maximum amount that the County shall pay the Contractor as full consideration for all the Services provided under this Agreement shall not exceed the sum of SIX HUNDRED SIXTY THREE THOUSAND SIX HUNDRED FORTY TWO DOLLARS ($663,642.00) (the "Maximum Amount"). Additionally, within the Maximum Amount, each calendar year under this Agreement shall have an estimated annual budget amount of ONE HUNDRED TWENTY FIVE THOUSAND ($125,000.00) DOLLARS . The Maximum Amount shall be paid as follows:

i. Single Rate. Services will be payable at a single rate of: TWENTY-FIVE ($25.00) DOLLARS (the "Single Rate") for all modifications, new orders, beneficiary changes and UIFSA cases as detailed in the Annual Budget Summary annexed hereto as EXHIBIT A.

ii. Annual Rate Adjustment. Beginning January 1, 2022 and at the start of each calendar year thereafter, the Single Rate will be increased by 3% each calendar year.

iii. No charge shall be incurred by the Department for ACS or IM involving duplicate orders or cases which require minor action (i.e., remarks only, or no action on fiscal ledgers) on the part of the Contractor.

(b) Partial Encumbrance. Contractor acknowledges that the County will partially encumber funds to be applied toward the Maximum Amount throughout the term of this Agreement. Contractor further acknowledges that the first encumbrance shall be One Hundred Twenty-Five Thousand Dollars and 00/100 ($125,000.00). Thereafter, the Department shall notify Contractor of availability of additional monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

(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, 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 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) Protection of Client Information. Confidentiality of information regarding Department's clients is governed by Social Services Law Section 136 and 18 NYCRR 357, and all related legislation. Contractor further agrees to require each of its employees, partners, or agents assigned to the performance of this agreement, to observe said requirements and evidence the same by their individual execution of an oath of confidentiality and non disclosure agreement on the forms prescribed by the "County", and NYSOCSE which are attached as "EXHIBIT" B" and "EXHIBIT C".

i. Contractor will ensure that no employee providing services under this contract shall work on any County child support matter to which he/she has a direct or indirect connection, either as a petitioner (custodial parent), respondent (payor) or supported child, or is someone who is familiar with any parties involved in the case.

ii. Contractor agrees to limit the use or disclosure of information concerning applicants or recipients of Public Assistance to purposes connected with Contractor's duties hereunder.

iii. Contractor further agrees that the names and addresses of persons applying for or receiving Public Assistance and care shall not be included in any published report, or printed in any newspaper, or reported at any public meetings except as specifically authorized by Statute in very limited circumstances; nor shall such names and addresses and the amount received by, or expended for, such person be disclosed except to the Commissioner of Social Services, or his authorized representative, any other body or official required to have such information to properly discharge its or his/her duties, or by authority of such County, City or Town, to a person or agency considered entitled to such information. Contractor agrees not to solicit, disclose, receive, make use of, or authorize, knowingly permit, participate in, or acquiesce in the use of any information relating to any applicant for, or recipient of Public Assistance, for commercial or political purposes.

(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.

(g) 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. Inventory. (a) Title to all equipment, supplies, and material purchased with funds paid under this Agreement (the "Equipment") shall vest in the County and the Equipment shall not be disposed of without the prior written approval of the County.

(b) 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 a complete and accurate inventory (the "Inventory") of the Equipment. The Inventory shall describe the Equipment with reasonable specificity so that the Equipment can be readily identified. The Inventory shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the disposition or use of funds paid to the Contractor in connection with this Agreement, and any of their duly designated representatives.

(c) Within thirty (30) days of the termination of this Agreement, the Contractor shall file with the Department and the Comptroller a final Inventory. The Contractor shall dispose of the Equipment in accordance with instructions of the County. If the County does not provide disposition instructions within thirty (30) days of termination, then the

Contractor shall contact the Commissioner in writing and request disposition instructions.

(d) 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 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)(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; 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.

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 _____ Dollars ($___.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.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the Contractor has executed this Agreement as of the Effective Date.

YMS MANAGEMENT ASSOCIATES, INC.

By: _____
Name: Mark Selig
Title: President
Date: 11/3/21

NASSAU COUNTY

By: _____
Name: _____
Title: Chief Deputy County Executive
Date: 6-29-22

ARTHUR T. WALSH
Chief Deputy County Executive

PLEASE EXECUTE IN BLUE INK

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

On the 8 day of November in the year 20__ before me personally came Mark Selig to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Kings; that he or she is the President of YMS Management Ass, 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

INGA BENDUKIDZE
NOTARY PUBLIC-STATE OF NEW YORK
No. 01BE6321754
Qualified in Kings County
My Commission Expires March 23, 2023

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

On the 29th day of June in the year 2022 before me personally came Arthur T. Walsh to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

Renee Reddy
NOTARY PUBLIC

RENEE S REDDY
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01RE6434298
Qualified in Nassau County
Commission Expires June 6, 2026

EXHIBIT A

Annual Budget Summary

Rates for all billable activities shall be at a Single Rate* of $25.00 per activity:

New Court Orders @ $25.00 per order

Modifications to Court Orders @ $25.00 per modification

Beneficiary Changes @ $25.00 per change

Uniform Interstate Family Support Act (UIFSA) cases @ $25.00 per case

Total Estimated Budget: $125,000.00 annually*

* Annual Rate Adjustment. Beginning January 1, 2022 and at the start of each calendar year thereafter, the Single Rate will be increased by 3% each calendar year.

EXHIBIT B

STATEMENT ON CONFIDENTIALITY OF CLIENT INFORMATION

All client-identifiable material of the Department of Social Services is strictly confidential. Access to this information is restricted to those who have a programmatic or administrative need for the information. Further, those who do have knowledge of Social Service clients may not divulge this information to anyone else. All requests for confidential information from persons or entities outside the Department must be cleared by a supervisor.

The rules are the same regardless of the type of storage used for information. Confidential material may be found in a computer, a client case folder, microfilm, reports, computer generated lists and handwritten notes. Information obtained orally is also covered. There may be no disclosure from case conferences. Disclosure of client information as a result of casual conversation is also considered a breach of confidentiality.

This applies to County employees, temporary employees, contract employees, vendors, contract agencies, interns, volunteers, work experience employees, and to members of groups and organizations who work with the Department of Social Services.

Daily operating procedures must protect the confidentiality of client information. Those to whom the care or movement of client folders are entrusted are not to open the folders unnecessarily and when opened, care should be taken to protect the information from casual observation, e.g., by password protecting or otherwise preventing visual access to data on computer screens or in folders. Computers are to be logged off when a procedure or assignment is finished. Client-identifiable material is set aside in designated containers for certified destruction.

Keys, badges, computer passwords, and access codes are for the worker's use only. It is each worker's responsibility to report any loss or compromise of these devices, passwords, or codes to the supervisor immediately.

These regulations apply equally to applicants for benefits, as well as recipients of any Social Services benefit. Even more restrictive rules pertain to disclosure of medical information, HIV/AIDS and drug/alcohol addiction.

It is the responsibility of anyone working in a Nassau County agency to understand that the unauthorized release of any client data or information may place them in violation of Federal, State or local laws which carry civil and/or criminal penalties, if proper procedures are not followed and/or authorizations are not received prior to release.

All new employees and other persons to whom this Statement applies are required to acknowledge by their signature that they have reviewed, understood, and agreed to comply with the above Statement.

11/8/21
Date

Signature

EXHIBIT C

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

I, the undersigned, an employee/officer of YMS Management Associates, Inc _____ (the "Service Provider"), hereby state that I understand and agree that all information provided to the Service Provider from the Nassau County Support Collection Unit (the "Child Support Agency") or otherwise obtained pursuant to the Agreement entered between the Child Support Agency and the Service Provider, is CONFIDENTIAL, is to be used only for the purposes of performing services required by the Agreement, and must be safeguarded from unauthorized disclosure. I further understand that such information includes, but is not limited to, any and all information regarding parents or guardians and their children, and all employment, financial, and personal identifying data.

I agree to maintain all such information as CONFIDENTIAL, and I agree to use such information only in the performance of my official duties to perform the functions required by the Agreement, unless otherwise authorized in writing by the Child Support Agency.

I understand that if I disclose CONFIDENTIAL information in violation of the requirements stated herein, any individual who incurs damages due to the disclosure may recover such damages in a civil action.

I understand that, in addition to any other penalties provided by law, any person who willfully releases or willfully permits the release of any CONFIDENTIAL information as described herein to persons or agencies not authorized under New York State law to receive it shall be guilty of a class A misdemeanor.

Print Name: Mark Selig
Signature: Mark Selig
Title: President
Date: 11/8/24

NOTICE: Pursuant to Social Services Law § 111-v, a person who improperly releases or permits release of confidential child support information shall be guilty of a Class A misdemeanor and shall be liable in a civil action to any person who incurs damages due to said disclosure.

Appendix A

Terms applicable to all Purchase of Service Agreements for Child Support Services

The Nassau County Support Collection Unit (the "Agency") and the YMS Management Associates, Inc (the "Service Provider"), as parties to the Agreement agree to be bound by the following terms which are hereby made a part of the Agreement. In the event of a conflict between the terms of the Agreement (including any and all attachments thereto and amendments thereof) and the terms of this Appendix 1, the terms of this Appendix 1 shall control. The Service Provider shall include these terms in all agreements and subcontracts.

I. Confidentiality

A. The Service Provider agrees that all information and data obtained in the performance of the Agreement is deemed confidential and will be used or disclosed only for the intended purposes as permitted by law. Measures shall be taken to safeguard the confidentiality of such information to the extent required by applicable federal and state laws and regulations. The Service Provider agrees to be bound by provisions of Section 654(26) of Volume 42 of the United States Code, Section 6103(l) and (p) of Volume 26 of the United States Code, Section 303.21 and 307.13 of Volume 45 of the Code of Federal Regulations, Section 111-v of the Social Services Law, Section 347.19 of Volume 18 of the New York Code of Rules and Regulations, and other related statutes or regulations regarding confidentiality of child support information. This paragraph shall survive the termination of the Agreement.

B. The Service Provider shall insure that any officer, employee, subcontractor, or other person with access to information and data obtained in the performance of the Agreement is advised of the confidential nature of the information and data, the permitted uses of the information and data, and the penalties for improper use or disclosure. Upon written notice by the Child Support Agency, the officers, employees, subcontractors or other persons who receive access to this information must execute a "Confidentiality and Nondisclosure Agreement" using the form attached hereto. Each executed Confidentiality and Nondisclosure Agreement shall be provided to the Child Support Agency.

C. The Service Provider agrees to limit access to child support information to those officers, employees, subcontractors or other persons who need access to the information to perform work or services under the Agreement.

D. In the event that the Service Provider learns or has reason to believe that child support information has been disclosed or accessed by an unauthorized party, the Service Provider will immediately give notice of such event to the Child Support Agency. Furthermore, if the child support information contains personally identifying information, the Child Support Agency may direct the Service Provider to notify the individuals whose information was disclosed that a Security Event has occurred. The Service Provider shall be responsible for any other legal obligations which may arise under applicable law in connection with such a Security Event.

II. Reports and Record Keeping

A. The Service Provider shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under the attached Agreement (hereinafter, collectively, "the Records"). The Records must be kept for no less than six (6) years after final settlement of the Agreement. The Child Support Agency, and any other person or entity authorized by the Child Support Agency to conduct an examination or audit, shall have access to the Records during normal business hours at an office of the Service Provider within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

1. In addition, these records shall be subject at all reasonable times to inspection, review, or audit by the New York State Office of Temporary and Disability Assistance ("OTDA"), and the Federal Office of Child Support Enforcement.

2. Upon request of the Child Support Agency, the Service Provider agrees to collect and report information or data, including fiscal or case result information, on a regular basis and to make statistical reports at times prescribed by and on forms furnished by the Child Support Agency.

3. If an audit by or on behalf of the Child Support Agency, the Federal Office of Child Support Enforcement and/or OTDA has begun but is not completed by the end of the six (6) year period, the records shall be retained until resolution of the audit findings.

B. The Service Provider shall cooperate in developing a system of reports to be made periodically by the Child Support Agency as are or may be necessary to comply with applicable Federal and State requirements. The Service Provider agrees to include these requirements in all agreements and subcontracts.

C. If state or federal reimbursement for any claims under this Agreement is lost because of the performance or failure to perform by the Service Provider under the Agreement, then such loss shall be chargeable to the Service Provider.

III. Approval and Assignment

A. The Agreement shall not take effect until approved by OTDA, and shall be terminated if OTDA withdraws or revokes its approval.

B. The Service Provider shall not assign, transfer, convey or otherwise dispose of the Agreement or the Service Provider's right, title or interest therein, or authority to execute the Agreement to any other person or corporation without written approval of the Child Support Agency (which shall be attached to the original Agreement). No such approval by the Child Support Agency of any assignment, transfer, conveyance or other disposition shall be effective without the approval of OTDA.

IV. Governing Law

A. The Service Provider agrees to comply with the requirements of Title IV-D of the Federal Social Security Act and the implementing Federal and State statutes and regulations, including any new or revised requirements issued by the Federal Department of Health and Human Services, or OTDA. The Child Support Agency agrees to notify the Service Provider of any directives or policy transmittals affecting the services provided under the Agreement.

B. The Agreement shall be governed by the laws of the State of New York.

V. Miscellaneous Terms

A. The Agreement may be terminated by the Child Support Agency upon 30 days written notice to the Service Provider without cause or when deemed to be in the Child Support Agency's best interest.

B. The Service Provider may be terminated by the Child Support Agency immediately for cause or if Federal or State reimbursement is terminated or not allowed.

C. In the event the Agreement is terminated, suspended, revoked, nullified, or voided, except if for cause, the Child Support Agency agrees to pay for services rendered by the Service Provider under this Agreement which have been completed prior to the effective date of such termination, suspension, revocation, nullification, or voiding. The Child Support Agency may, at its discretion, process other necessary and proper costs, which the service provider could not reasonably avoid, for services begun but not completed prior to termination, suspension, revocation, nullification, or voiding of the Agreement; provided such cost would have otherwise been allowable.

APPENDIX B

IRS AGREEMENT LANGUAGE FOR GENERAL SERVICES

I. PERFORMANCE:

In performance of the Agreement, YMS Management Associates, Inc (the Service Provider) agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

A. All work will be done under the supervision of the Service Provider or the Service Provider's employees.

B. Any tax return or tax return information made available in any format shall be used only for the purpose of carrying out the provisions of the Agreement. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of the Agreement. Disclosure to anyone other than an officer or employee of the Service Provider will be prohibited.

C. All tax returns and tax return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.

D. The Service Provider certifies that the data processed during the performance of the Agreement will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the Service Provider at the time the work is completed. If immediate purging of all data storage components is not possible, the Service Provider certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.

E. Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the Service Provider will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.

F. All computer systems processing, storing, or transmitting Federal tax information must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.

G. No work involving Federal tax information furnished under the Agreement will be subcontracted without prior written approval of the IRS.
H. The Service Provider will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.

I. The agency will have the right to void the Agreement if the Service Provider fails to provide the safeguards described above.

II. CRIMINAL/CIVIL SANCTIONS:

A. Each officer or employee of any person to whom tax returns or tax return information is or may be disclosed will be notified in writing by such person that tax returns or tax return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such tax returns or tax return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as $5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of tax returns or tax return information may also result in an award of civil damages against the officer or employee in an amount not less than $1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

B. Each officer or employee of any person to whom tax returns or tax return information is or may be disclosed shall be notified in writing by such person that any tax return or tax return information made available in any format shall be used only for the purpose of carrying out the provisions of this Agreement. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the Agreement. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as $1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of tax returns or tax return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of $1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431.

C. Additionally, it is incumbent upon the Service Provider to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to subcontractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a subcontractors, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established there under, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000.

III. INSPECTION:

The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the Service Provider for inspection of the facilities and operations provided for the performance of any work under the Agreement. On the basis of such inspection specific measures may be required in cases where the Service Provider is found to be noncompliant with Agreement safeguards.

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:

Mark Selig (Name)

993 East 18th St Brooklyn NY 11230 (Address)

646-265-9202 (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.

11/8/21 Mark Selig
_____
Dated Signature of Chief Executive Officer

Mark Selig
_____
Name of Chief Executive Officer

Sworn to before me this

8 day of November, 2021.

_____
Notary Public

INGA BENDUKIDZE
NOTARY PUBLIC-STATE OF NEW YORK
No. 01BE6321754
Qualified In Kings County
My Commission Expires March 23, 2023

RESOLUTION TO THE CORPORATE MINUTES

The undersigned Officer hereby certifies that the following resolution was duly adopted by the Board of Directors of the corporation known as YMS MANAGEMENT ASSOCIATES, INC., has not been modified or rescinded and is in full force and effect as to the date hereof.

RESOLVED: That Mark Selig, President
Corporate title

of this corporation, is hereby authorized to execute a contract on behalf of this corporation for purposes of entering into a contract with the Nassau County Department of Social Services for the period of January 1, 2021 through December 31, 2021.

Officer

Sworn to before me this 8
day of November 2021

INGA BENDUKIDZE
NOTARY PUBLIC-STATE OF NEW YORK
No. 01BE6321754
Qualified in Kings County
My Commission Expires March 23, 2023

STATE OF _____)

)ss.:

COUNTY OF _____)

On the ____ day of _____ in the year 202 __ 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 _____ in the year 202 __ 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

111-26 CORRECTED VERSION REDACTED

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2026 MAY -8 A 10:54

111-26

BRUCE A. BLAKEMAN
County Executive

NASSAU COUNTY
New York

Staff Summary 2026

Date: 05/01/2026	**Legislation Type:** Ordinance
Dept: DPW	**Subject:** Real Property Sale Ordinance
Dept Head: Michael Kwaschyn	
Dept Contact: Patrick R. Gallagher, Esq.	
Dept Head Signature:	

Internal Approvals

County Executive/Deputy:		**County Attorney:**	
Budget:		**Legislative Affairs:**	CGL

Purpose: To approve an ordinance (**Attachment A**) for the sale of real property located in the Riverhead, NY (the "**Property**"), known as District 600, Section 41, Block 1, Lot 15 on the Suffolk County Land and Tax Map with an address of 3186 Sound Avenue, Riverhead, NY 11901, in the Hamlet of Riverhead, Town of Riverhead, State of New York. The Property consists of a 4-H camp, farmland, woodland, bluffs, and contains frontage on the Long Island Sound. The camp portion of the Property is operated by Cornell Cooperative Extension of Nassau County ("**CCE**") who will continue to manage the camp after the Property is sold. The Property will be sold to the Peconic Land Trust, Inc., a New York 501(c)(3) not-for-profit organization, to be perpetually preserved, including continued camp and agricultural use.

Discussion:

The Property is approximately 144.7 acres (6,011,280 square feet) in size and has been used for several decades by the CCE as the Dorothy P. Flint Nassau County 4-H Camp, including the year-round use of the Property as an outdoor living/learning laboratory supporting the mission and programming of CCE (the "**4-H Camp**"). The 4-H Camp contains a building inventory of approximately 101 structures comprised of a mix of camp cabins, washrooms, meeting centers, dining halls, staff housing, barns, and craft barns, all of which need significant improvements due to age and the limited availability of maintenance funding. In addition to the 4-H Camp, approximately 42-acres of the Property is being used as a working farm that produces vegetables, flowers, garlic, herbs, apples, honey, and chicken eggs. To support this agricultural use, the Property also contains a horse barn, horse shelter, sheds, and coops.

The County has determined that it is in the public interest to sell the Property to be perpetually preserved and allow the 4-H Camp to continue to operate. The Purchaser has extensive experience in the preservation of land. Since its establishment in 1983, the Purchaser has preserved nearly 14,000 acres of land, including 6,000 acres of farmland, 3,300 acres of woodland, 2,000 acres of wetlands, and 1,700 acres of reduced density conservation.

The Purchaser is actively pursuing various funding sources for the acquisition of the Property. These funding sources are earmarked for preservation opportunities to ensure the preservation of the Property in perpetuity for agricultural production, the continued existence of the 4-H Camp, the preservation of the

shoreline / bluffs to promote climate resiliency, and the preservation of woodland for habitat protection. The sources include but are not limited to the Suffolk County Farmland and Open Space Protection Funds, 2022 New York State Environmental Bond Act Funds, the New York State Environmental Protection Fund, and the Town of Riverhead Community Preservation Fund. The use of any of these funds to acquire the Property will require that the respective portions of the Premises to which the funds are applied will be perpetually preserved.

On February 5, 2026, the County obtained an appraisal of the Property from John S. Goess Realty Appraisal, Inc.. **(Attachment B)** for purposes of determining the market value of the Property. The purchase price of $10,000,000.00 is consistent with the findings in the appraisal report.

On April 22, 2026, the Purchaser executed a contract of sale (**Attachment C**) to purchase the Property (the "**Contract**").

On April 14, 2026, the County Open Space and Parks Advisory Committee voted 4-0 (with one abstention) to approve the sale of the Property to the Purchaser.

On April 23, 2026, the County Planning Commission, by NCPC-OSPAC File # 2-2026, approved a resolution **(Attachment A, Appendix A)** recommending that the Legislature classify this as an unlisted action pursuant to SEQRA and approved the sale of the Property without condition.

Impact on Funding:REVENUE of $10,000,000.00. Pursuant to Local Law, five percent (5%) of the sales proceeds will go to the County's Open Space Fund and ninety-five percent of the proceeds will be deposited into the County's General Fund.

Recommendation: Approve Ordinance.

ATTACHMENT A

ORDINANCE NO. -2026

MAKING CERTAIN DETERMINATIONS PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT AND AUTHORIZING THE COUNTY EXECUTIVE OF THE COUNTY OF NASSAU TO ACCEPT, ON BEHALF OF THE COUNTY OF NASSAU, AN OFFER OF PURCHASE FROM THE PECONIC LAND TRUST, INC. OF CERTAIN REAL PROPERTY LOCATED IN THE HAMLET OF RIVERHEAD, TOWN OF RIVERHEAD, COUNTY OF SUFFOLK, STATE OF NEW YORK, SAID REAL PROPERTY KNOWN AS DISTRICT 600, SECTION 41, BLOCK 1, LOT 15 ON THE LAND AND TAX MAP OF THE COUNTY OF SUFFOLK, AND AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A DEED, CONTRACT OF SALE, AND ALL ANCILLARY DOCUMENTS IN CONNECTION THEREWITH TO CONSUMATE THE SALE.

APPROVED AS TO FORM
Deputy County Attorney

RECEIVED
NASSAU COUNTY
OFFICE OF THE LEGISLATURE
2026 MAY -8 A 10:56

WHEREAS, the County of Nassau (the "County") did heretofore acquire title to this property; and

WHEREAS, the County Charter §105 provides that no real property of the County shall be alienated except by ordinance; and

WHEREAS, the Peconic Land Trust, Inc. (the "Purchaser") has requested that the County convey to it the aforesaid parcel consisting of approximately 144-acres of land and the improvements thereon and has made an offer to purchase same in the amount of Ten Million 00/100 ($10,000,000.00) Dollars, pursuant to the terms and conditions set forth in that certain Contract of Sale (the "Contract") by and between the County and the Purchaser, a copy of which is on file in the office of the Clerk of the County Legislature (the "Sale"); and

WHEREAS, in accordance with Section 1611 of the County Charter and acting in an advisory capacity to the County Legislature, the County Planning Commission has reviewed the proposed action, namely the disposition of the subject property, and determined that it is an "Type I Action" pursuant to the New York State Environmental Quality Review Act ("SEQRA"), and has further reviewed the Full Environmental Assessment Form ("FEAF") for the proposed action and recommends that the County Legislature upon its review of the FEAF and any supporting documentation, if any, determine that the evidence before it indicates that the proposed action will have no significant environmental impact and does not require further environmental review; and

WHEREAS, the County Planning Commission, acting in an advisory capacity to the County Legislature, passed a resolution regarding the proposed action, a copy of such resolution being attached hereto as Appendix A and incorporated herein, recommending that the Legislature conclude that no further environmental review or action is required on such proposed action.

BE IT ORDAINED BY THE LEGISLATURE OF THE COUNTY OF NASSAU AS FOLLOWS:

1. That the County Executive is hereby authorized to accept the offer of purchase from the Purchaser in the sum of Ten Million Dollars 00/100 ($10,000,000.00) Dollars, for said real property being more particularly described as follows:

> All that certain plot, piece or parcel of land situated, lying, and being in the Hamlet of Riverhead, Town of Riverhead, County of Suffolk, State of New York, known and designated as District 600, Section 41, Block 1, Lot 15 on the Land and Tax Map of the County of Suffolk, subject to all of the terms and conditions as outlined in the Contract.

2. That the County Executive be and hereby is authorized to execute for, and on behalf of the County, the deed from the County, as Grantor, to the Purchaser as Grantee, upon compliance with the terms and conditions of the Sale, and to execute any and all other ancillary or other instruments, including the Contract, and to take such other action as is necessary, to effectuate the terms of such offer and carry out the purposes of the Contract.

3. That it is hereby determined pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that the proposed sale of the subject property has been determined not to have a significant effect on the environment and no further review is required for the reasons set forth in the attached FEAF.

4. This ordinance shall take effect immediately.

APPENDIX A

NASSAU COUNTY PLANNING COMMISSION

SALE OF COUNTY-OWNED PROPERTY & SEQRA DETERMINATION

NCPC-OSPAC FILE NO: 2-2026

WHEREAS, pursuant to Nassau County Administrative Code Section 11-8.0, the NASSAU COUNTY PLANNING COMMISSION (the "COMMISSION") issues the following recommendation to the NASSAU COUNTY LEGISLATURE (the "LEGISLATURE") and the NASSAU COUNTY EXECUTIVE regarding the sale of County-owned property; and

WHEREAS, the NASSAU COUNTY ATTORNEY'S OFFICE forwarded to the COMMISSION a proposal for the sale of County-owned property, more particularly described as:

NCPC-OSPAC FILE # 2-2026 3186 Sound Avenue, Riverhead, NY 11901
Dorothy P. Flint 4-H Camp
Town of Riverhead, Suffolk County

WHEREAS, the COMMISSION forwarded to the NASSAU COUNTY OPEN SPACE AND PARKS ADVISORY COMMITTEE ("OSPAC"), a proposal for the sale of the subject County-owned property; and

WHEREAS, the COMMISSION held a public hearing on March 26, 2026, in accordance with N.Y. Public Officers Law and the Nassau County Administrative Code § 11-8(b); and

WHEREAS, OSPAC voted in favor 4-0, with one abstention, subsequently resulting in the committee taking no action on this matter at its April 14, 2026, meeting for the sale of the subject County-owned property described in NCPC-OSPAC File # 2-2026; and

WHEREAS, in accordance with Section 1611 of the Nassau County Charter and acting in an advisory capacity to the LEGISLATURE, the COMMISSION is required to review certain actions in accordance with the New York State Environmental Quality Review Act ("SEQRA") and the COMMISSION has conducted such environmental review; and

NOW THEREFORE BE IT RESOLVED that, based upon review of the environmental documents and supporting documentation, the COMMISSION recommends that the LEGISLATURE classify the proposed action regarding NCPC-OSPAC File # 2-2026 as Type I (One) and determine that it will not have a significant adverse impact on the environment; and be it further

RESOLVED, that the COMMISSION hereby recommends that the LEGISLATURE complete the review of the proposed action under SEQRA by classifying the action as Type I (One) and issuing a **NEGATIVE DECLARATION**; and be it further

RESOLVED, that the COMMISSION hereby recommends that the LEGISLATURE approve the sale of the subject county-owned property

The foregoing resolution was offered:

The resolution herein was, in accordance with all applicable law, duly considered, moved, and adopted by the following vote:

Leonard Shapiro, *Chair*	AYE
Jeffrey Greenfield, *Vice-Chair*	EXCUSED
Neal Lewis, *3rd Vice-Chair*	AYE
Dana Durso	AYE
Ronald J. Ellerbe	EXCUSED
Murray Forman	AYE
Denise Gold	EXCUSED
Reid Sakowich	AYE

The Chair declared the resolution duly adopted.
OSPAC File # 2-2026
Adopted: April 23, 2026

This resolution may be modified to allow for the correction of any mathematical, typographical and/or clerical errors subsequent to any approval and adoption of said resolution without the necessity for a vote to be taken by the Nassau County Planning Commission if said resolution is approved and adopted by the affirmative vote of a majority of said Nassau County Planning Commission.

Resolution of Nassau County Planning Commission
Adopted: April 23, 2026
OSPAC File # 2-2026

STATE OF NEW YORK)
) SS:
COUNTY OF NASSAU)

I, Leonard Shapiro, Chairman of the Nassau County Planning Commission, do hereby certify, that I have compared the preceding with the original resolution passed by the Planning Commission of Nassau County, New York,

On April 23, 2026

on file in my office and recorded in the record of proceedings of the Planning Commission of the County of Nassau and do hereby certify the same to be a correct transcript therefrom and of the whole said original.

I further certify that the resolution herein above-mentioned was passed by the concurring affirmative vote of the Planning Commission of the County of Nassau.

IN WITNESS WHEREOF, I have hereunto set my hand,

This 28TH **day of** APRIL **in the year of** 2026.

Leonard Shapiro, Chairman
NASSAU COUNTY PLANNING COMMISSION

Full Environmental Assessment Form
Part 1 - Project and Setting

Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either "Yes" or "No". If the answer to the initial question is "Yes", complete the sub-questions that follow. If the answer to the initial question is "No", proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the applicant or project sponsor to verify that the information contained in Part 1 is accurate and complete.

A. Project and Applicant/Sponsor Information.

Name of Action or Project:		
Project Location (describe, and attach a general location map): OSPAC 2-2026		
Brief Description of Proposed Action (include purpose or need): Nassau County is requesting permission to sell property located at 2186 Sound Ave in Riverhead to the Peconic Land Trust, Inc. The property in question has been operated as the 4-H Camp by Cornell Cooperative for decades. The property is approximately 138 acres and is located along the northerly side of Sound Ave. In addition to the 4-H camp, the property consists of farmland, woodland, bluffs, and contains frontage on the Long Island Sound. The Peconic Land Trust is a 501(c)(3) nonprofit organization with extensive experience in managing similar properties in Suffolk County.		
Name of Applicant/Sponsor: Nassau County	Telephone: E-Mail:	
Address: 1 West Street		
City/PO: Mineola	State: NY	Zip Code: 11570
Project Contact (if not same as sponsor; give name and title/role): Cameron Sands	Telephone: 5165719455 E-Mail: csands@nassaucountyny.gov	
Address: 1194 Prospect Ave		
City/PO: Westbury	State: NY	Zip Code: 11590
Property Owner (if not same as sponsor):	Telephone: E-Mail:	
Address:		
City/PO:	State:	Zip Code:

B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)		
Government Entity	**If Yes: Identify Agency and Approval(s) Required**	**Application Date (Actual or projected)**
a. City Counsel, Town Board, or Village Board of Trustees ☐Yes☑No		
b. City, Town or Village Planning Board or Commission ☐Yes☑No		
c. City, Town or Village Zoning Board of Appeals ☐Yes☑No		
d. Other local agencies ☐Yes☑No		
e. County agencies ☑Yes☐No	Nassau County Legislature	Summer 2026
f. Regional agencies ☐Yes☑No		
g. State agencies ☐Yes☑No		
h. Federal agencies ☐Yes☑No		
i. Coastal Resources. *i.* Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway? ☑Yes☐No *ii.* Is the project site located in a community with an approved Local Waterfront Revitalization Program? ☐Yes☑No *iii.* Is the project site within a Coastal Erosion Hazard Area? ☐Yes☑No		

C. Planning and Zoning

C.1. Planning and zoning actions.
Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed? ☑Yes☐No • If Yes, complete sections C, F and G. • If No, proceed to question C.2 and complete all remaining sections and questions in Part 1
C.2. Adopted land use plans.
a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located? ☐Yes☑No If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? ☐Yes☑No
b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) ☑Yes☐No If Yes, identify the plan(s): NYS Heritage Areas:LI North Shore Heritage Area
c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan? ☐Yes☑No If Yes, identify the plan(s):

C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. ☑ Yes ☐ No
If Yes, what is the zoning classification(s) including any applicable overlay district?
Residence A-80 Zone, Town of Riverhead

b. Is the use permitted or allowed by a special or conditional use permit? ☐ Yes ☑ No

c. Is a zoning change requested as part of the proposed action? ☐ Yes ☑ No
If Yes,
i. What is the proposed new zoning for the site? _____

C.4. Existing community services.

a. In what school district is the project site located? Riverhead Central School District

b. What police or other public protection forces serve the project site?
Riverhead Town Police

c. Which fire protection and emergency medical services serve the project site?
Riverhead Fire District

d. What parks serve the project site?
N/A

D. Project Details

D.1. Proposed and Potential Development

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? N/A

b. a. Total acreage of the site of the proposed action? 138 acres
b. Total acreage to be physically disturbed? 0 acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 138 acres

c. Is the proposed action an expansion of an existing project or use? ☐ Yes ☑ No
i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % _____ Units: _____

d. Is the proposed action a subdivision, or does it include a subdivision? ☐ Yes ☑ No
If Yes,
i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)
ii. Is a cluster/conservation layout proposed? ☐ Yes ☑ No
iii. Number of lots proposed? _____
iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____

e. Will the proposed action be constructed in multiple phases? ☐ Yes ☑ No
i. If No, anticipated period of construction: _____ months
ii. If Yes:
- Total number of phases anticipated _____
- Anticipated commencement date of phase 1 (including demolition) _____ month _____ year
- Anticipated completion date of final phase _____ month _____ year
- Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____

f. Does the project include new residential uses? ☐Yes ☑No
If Yes, show numbers of units proposed.

	One Family	Two Family	Three Family	Multiple Family (four or more)
Initial Phase				
At completion of all phases				

g. Does the proposed action include new non-residential construction (including expansions)? ☐Yes ☑No
If Yes,
i. Total number of structures _____
ii. Dimensions (in feet) of largest proposed structure: _____height; _____width; and _____length
iii. Approximate extent of building space to be heated or cooled: _____ square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? ☐Yes ☑No
If Yes,
i. Purpose of the impoundment: _____
ii. If a water impoundment, the principal source of the water: ☐ Ground water ☐ Surface water streams ☐ Other specify:
_____
iii. If other than water, identify the type of impounded/contained liquids and their source.
_____
iv. Approximate size of the proposed impoundment. *Volume:* _____ million gallons; surface area: _____ acres
v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length
vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete):
_____

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? ☐Yes ☑No
(Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite)
If Yes:
i. What is the purpose of the excavation or dredging? _____
ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?
- Volume (specify tons or cubic yards): _____
- Over what duration of time? _____

iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them.
_____
_____
iv. Will there be onsite dewatering or processing of excavated materials? ☐Yes ☑No
If yes, describe. _____
_____
v. What is the total area to be dredged or excavated? _____ acres
vi. What is the maximum area to be worked at any one time? _____ acres
vii. What would be the maximum depth of excavation or dredging? _____ feet
viii. Will the excavation require blasting? ☐Yes ☑No
ix. Summarize site reclamation goals and plan: _____
_____
_____

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? ☐Yes ☑No
If Yes:
i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): _____
_____

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:

iii. Will the proposed action cause or result in disturbance to bottom sediments? ☐Yes ☑No

If Yes, describe:

iv. Will the proposed action cause or result in the destruction or removal of aquatic vegetation? ☐Yes ☑No

If Yes:

- acres of aquatic vegetation proposed to be removed:
- expected acreage of aquatic vegetation remaining after project completion:
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access):
- proposed method of plant removal:
- if chemical/herbicide treatment will be used, specify product(s):

v. Describe any proposed reclamation/mitigation following disturbance:

c. Will the proposed action use, or create a new demand for water? ☐Yes ☑No

If Yes:

i. Total anticipated water usage/demand per day: _____ gallons/day

ii. Will the proposed action obtain water from an existing public water supply? ☑Yes ☐No

If Yes:

- Name of district or service area: Riverhead Water District
- Does the existing public water supply have capacity to serve the proposal? ☑Yes ☐No
- Is the project site in the existing district? ☑Yes ☐No
- Is expansion of the district needed? ☐Yes ☑No
- Do existing lines serve the project site? ☑Yes ☐No

iii. Will line extension within an existing district be necessary to supply the project? ☐Yes ☑No

If Yes:

- Describe extensions or capacity expansions proposed to serve this project:
- Source(s) of supply for the district:

iv. Is a new water supply district or service area proposed to be formed to serve the project site? ☐ Yes ☑No

If, Yes:

- Applicant/sponsor for new district:
- Date application submitted or anticipated:
- Proposed source(s) of supply for new district:

v. If a public water supply will not be used, describe plans to provide water supply for the project:

vi. If water supply will be from wells (public or private), what is the maximum pumping capacity: _____ gallons/minute.

d. Will the proposed action generate liquid wastes? ☐Yes ☑No

If Yes:

i. Total anticipated liquid waste generation per day: _____ gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each):

iii. Will the proposed action use any existing public wastewater treatment facilities? ☐Yes ☑No

If Yes:

- Name of wastewater treatment plant to be used:
- Name of district: Riverhead Sewer District
- Does the existing wastewater treatment plant have capacity to serve the project? ☑Yes ☐No
- Is the project site in the existing district? ☑Yes ☐No
- Is expansion of the district needed? ☐Yes ☑No

- Do existing sewer lines serve the project site? ☐Yes ☑No
- Will a line extension within an existing district be necessary to serve the project? ☐Yes ☑No

  If Yes:
  - Describe extensions or capacity expansions proposed to serve this project: _____

iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? ☐Yes ☑No

If Yes:
- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- What is the receiving water for the wastewater discharge? _____

v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge or describe subsurface disposal plans):

_____

vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____

e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? ☐Yes ☑No

If Yes:

i. How much impervious surface will the project create in relation to total size of project parcel?

_____ Square feet or _____ acres (impervious surface)

_____ Square feet or _____ acres (parcel size)

ii. Describe types of new point sources. _____

iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?

_____

- If to surface waters, identify receiving water bodies or wetlands: _____
- Will stormwater runoff flow to adjacent properties? ☐Yes ☑No

iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? ☐Yes ☑No

f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? ☐Yes ☑No

If Yes, identify:

i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)

_____

ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)

_____

iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation)

_____

g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? ☐Yes ☑No

If Yes:

i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) ☐Yes ☐No

ii. In addition to emissions as calculated in the application, the project will generate:
- _____Tons/year (short tons) of Carbon Dioxide (CO_2)
- _____Tons/year (short tons) of Nitrous Oxide (N_2O)
- _____Tons/year (short tons) of Perfluorocarbons (PFCs)
- _____Tons/year (short tons) of Sulfur Hexafluoride (SF_6)
- _____Tons/year (short tons) of Carbon Dioxide equivalent of Hydroflourocarbons (HFCs)
- _____Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? ☐Yes ☑No

If Yes:

i. Estimate methane generation in tons/year (metric): _____

ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____

i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? ☐Yes ☑No

If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust):

_____

_____

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? ☐Yes ☑No

If Yes:

i. When is the peak traffic expected (Check all that apply): ☐ Morning ☐ Evening ☐Weekend

☐ Randomly between hours of _____ to _____.

ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): _____

_____

iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____

iv. Does the proposed action include any shared use parking? ☐Yes ☑No

v. If the proposed action includes any *modification* of existing roads, creation of new roads or change in existing access, describe:

_____

vi. Are public/private transportation service(s) or facilities available within ½ mile of the proposed site? ☐Yes ☑No

vii Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? ☐Yes ☑No

viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? ☐Yes ☑No

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? ☐Yes ☑No

If Yes:

i. Estimate annual electricity demand during operation of the proposed action: _____

_____

ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other):

_____

iii. Will the proposed action require a new, or an upgrade, to an existing substation? ☐Yes ☑No

l. Hours of operation. Answer all items which apply.

i. During Construction:

- Monday - Friday: _____
- Saturday: _____
- Sunday: _____
- Holidays: _____

ii. During Operations:

- Monday - Friday: _____
- Saturday: _____
- Sunday: _____
- Holidays: _____

m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? ☐Yes ☑No

If yes:

i. Provide details including sources, time of day and duration:

ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? ☐Yes ☑No

Describe:

n. Will the proposed action have outdoor lighting? ☐Yes ☑No

If yes:

i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:

ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? ☐Yes ☑No

Describe:

o. Does the proposed action have the potential to produce odors for more than one hour per day? ☐Yes ☑No

If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures:

p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? ☐Yes ☑No

If Yes:

i. Product(s) to be stored

ii. Volume(s) _____ per unit time _____ (e.g., month, year)

iii. Generally, describe the proposed storage facilities:

q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? ☐ Yes ☑No

If Yes:

i. Describe proposed treatment(s):

ii. Will the proposed action use Integrated Pest Management Practices? ☐ Yes ☑No

r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? ☐ Yes ☑No

If Yes:

i. Describe any solid waste(s) to be generated during construction or operation of the facility:

- Construction: _____ tons per _____ (unit of time)
- Operation : _____ tons per _____ (unit of time)

ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:

- Construction:
- Operation:

iii. Proposed disposal methods/facilities for solid waste generated on-site:

- Construction:
- Operation:

s. Does the proposed action include construction or modification of a solid waste management facility? ☐ Yes ☑ No

If Yes:

i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____

ii. Anticipated rate of disposal/processing:

- _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
- _____ Tons/hour, if combustion or thermal treatment

iii. If landfill, anticipated site life: _____ years

t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? ☐ Yes ☑ No

If Yes:

i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

ii. Generally describe processes or activities involving hazardous wastes or constituents: _____

iii. Specify amount to be handled or generated _____ *tons/month*

iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? ☐ Yes ☑ No

If Yes: provide name and location of facility: _____

If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility: _____

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site

a. Existing land uses.

i. Check all uses that occur on, adjoining and near the project site.

☐ Urban ☐ Industrial ☐ Commercial ☑ Residential (suburban) ☑ Rural (non-farm)
☑ Forest ☑ Agriculture ☑ Aquatic ☐ Other (specify): _____

ii. If mix of uses, generally describe: _____

b. Land uses and covertypes on the project site.

Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces			
• Forested			
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)			
• Agricultural (includes active orchards, field, greenhouse etc.)			
• Surface water features (lakes, ponds, streams, rivers, etc.)			
• Wetlands (freshwater or tidal)			
• Non-vegetated (bare rock, earth or fill)			
• Other Describe: Total 138 Acres			

c. Is the project site presently used by members of the community for public recreation? ☐Yes ☑No
i. If Yes: explain: _____

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? ☐Yes ☑No
If Yes,
i. Identify Facilities:
_____
_____

e. Does the project site contain an existing dam? ☐Yes ☑No
If Yes:
i. Dimensions of the dam and impoundment:
- Dam height: _____ feet
- Dam length: _____ feet
- Surface area: _____ acres
- Volume impounded: _____ gallons OR acre-feet

ii. Dam's existing hazard classification: _____
iii. Provide date and summarize results of last inspection:
_____
_____

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? ☐Yes ☑No
If Yes:
i. Has the facility been formally closed? ☐Yes ☑ No
- If yes, cite sources/documentation: _____

ii. Describe the location of the project site relative to the boundaries of the solid waste management facility:
_____
_____

iii. Describe any development constraints due to the prior solid waste activities: _____
_____

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? ☐Yes ☑No
If Yes:
i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred:
_____
_____

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? ☐Yes ☑ No
If Yes:
i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: ☐Yes ☐No
☐ Yes – Spills Incidents database — Provide DEC ID number(s): _____
☐ Yes – Environmental Site Remediation database — Provide DEC ID number(s): _____
☐ Neither database

ii. If site has been subject of RCRA corrective activities, describe control measures: _____
_____
_____

iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? ☑Yes ☐No
If yes, provide DEC ID number(s): V00234

iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):
The site has no ongoing remediation work.
_____
_____

v. Is the project site subject to an institutional control limiting property uses? ☐Yes ☑No

- If yes, DEC site ID number: _____
- Describe the type of institutional control (e.g., deed restriction or easement): _____
- Describe any use limitations: _____
- Describe any engineering controls: _____
- Will the project affect the institutional or engineering controls in place? ☐Yes ☑No
- Explain: _____

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? n/a feet

b. Are there bedrock outcroppings on the project site? ☐Yes ☑No
If Yes, what proportion of the site is comprised of bedrock outcroppings? _____%

c. Predominant soil type(s) present on project site: _____ _____%
_____ _____%
_____ _____%

d. What is the average depth to the water table on the project site? Average: _____ feet

e. Drainage status of project site soils: ☑ Well Drained: 100 % of site
☐ Moderately Well Drained: _____% of site
☐ Poorly Drained _____% of site

f. Approximate proportion of proposed action site with slopes: ☐ 0-10%: _____% of site
☐ 10-15%: _____% of site
☐ 15% or greater: _____% of site

g. Are there any unique geologic features on the project site? ☐Yes ☑No
If Yes, describe: _____

h. Surface water features.

i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? ☑Yes ☐No

ii. Do any wetlands or other waterbodies adjoin the project site? ☑Yes ☐No

If Yes to either *i* or *ii*, continue. If No, skip to E.2.i.

iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? ☑Yes ☐No

iv. For each identified regulated wetland and waterbody on the project site, provide the following information:

- Streams: Name _____ Classification _____
- Lakes or Ponds: Name 921-75 Classification SA
- Wetlands: Name Federal Waters, Tidal Wetlands, Federal Waters,... Approximate Size _____
- Wetland No. (if regulated by DEC) _____

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? ☑Yes ☐No

If yes, name of impaired water body/bodies and basis for listing as impaired: _____
Name - Pollutants - Uses:Long Island Sound, Suffolk Co, Central - Fecal Coliforms

i. Is the project site in a designated Floodway? ☐Yes ☑No

j. Is the project site in the 100-year Floodplain? ☑Yes ☐No

k. Is the project site in the 500-year Floodplain? ☐Yes ☑No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? ☑Yes ☐No
If Yes:
i. Name of aquifer: Sole Source Aquifer Names:Nassau-Suffolk SSA

m. Identify the predominant wildlife species that occupy or use the project site:
Deer
Birds

n. Does the project site contain a designated significant natural community? ☑Yes ☐No
If Yes:
i. Describe the habitat/community (composition, function, and basis for designation): Maritime Pitch Pine Dune Woodland, Maritime Beach Forest, Coastal Oak-Beach Forest, Marine Subtidal Gravel/Sand Flats, Maritime...
ii. Source(s) of description or evaluation:
iii. Extent of community/habitat:
- Currently: 23.51, 31.69, 149.88, acres
- Following completion of project as proposed: acres
- Gain or loss (indicate + or -): acres

o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? ☑Yes ☐No
If Yes:
i. Species and listing (endangered or threatened):
Northern Long-eared Bat, Leatherback, Green Turtle, Loggerhead, Kemp's or Atlantic Ridley

p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? ☐Yes ☑No
If Yes:
i. Species and listing:

q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? ☐Yes ☑No
If yes, give a brief description of how the proposed action may affect that use:

E.3. Designated Public Resources On or Near Project Site

a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? ☐Yes ☑No
If Yes, provide county plus district name/number:

b. Are agricultural lands consisting of highly productive soils present? ☐Yes ☑No
i. If Yes: acreage(s) on project site?
ii. Source(s) of soil rating(s):

c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? ☐Yes ☑No
If Yes:
i. Nature of the natural landmark: ☐ Biological Community ☐ Geological Feature
ii. Provide brief description of landmark, including values behind designation and approximate size/extent:

d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? ☑Yes ☐No
If Yes:
i. CEA name: SGPA, Central Suffolk Pine Barrens
ii. Basis for designation: Protect groundwater, Benefit to human health & protect drinking water
iii. Designating agency and date: Date:3-19-93, Date:2-10-88, Agency:Long Island Regional Planning, Agency:Suffolk County

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? ☐Yes ☑No

If Yes:

i. Nature of historic/archaeological resource: ☐Archaeological Site ☐Historic Building or District

ii. Name: _____

iii. Brief description of attributes on which listing is based:

_____

f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory? ☐Yes ☑No

g. Have additional archaeological or historic site(s) or resources been identified on the project site? ☐Yes ☑No

If Yes:

i. Describe possible resource(s): _____

ii. Basis for identification: _____

h. Is the project site within fives miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? ☐Yes ☑No

If Yes:

i. Identify resource: _____

ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): _____

iii. Distance between project and resource: _____ miles.

i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? ☐Yes ☑No

If Yes:

i. Identify the name of the river and its designation: _____

ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? ☐Yes ☐No

F. Additional Information

Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

G. Verification

I certify that the information provided is true to the best of my knowledge.

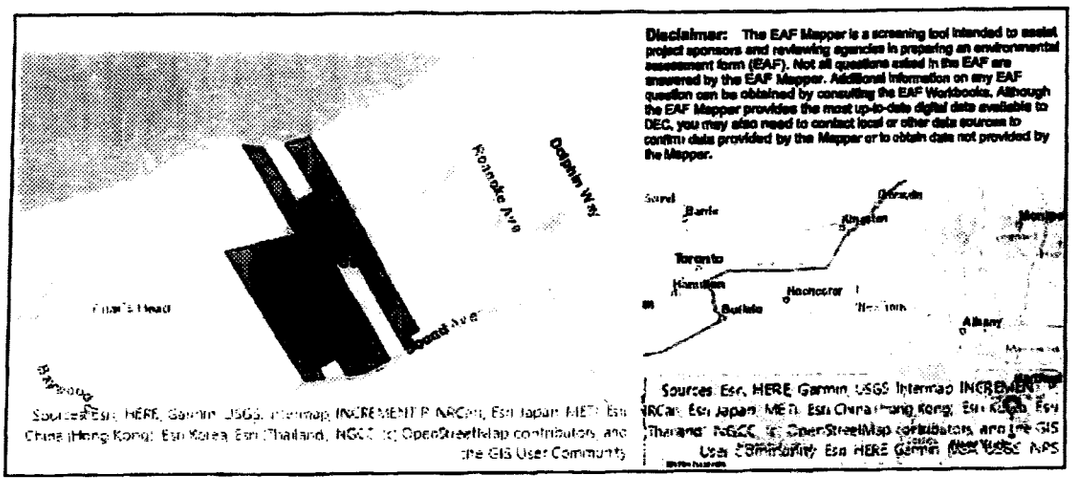
Applicant/Sponsor Name Cameron Sands Date 4/30/2026

Signature Cameron Sands Title Planner I

PRINT FORM

EAF Mapper Summary Report

Thursday, April 30, 2026 10:25 AM



B.i.i [Coastal or Waterfront Area]	Yes
B.i.ii [Local Waterfront Revitalization Area]	No
C.2.b. [Special Planning District]	Yes - Digital mapping data are not available for all Special Planning Districts. Refer to EAF Workbook.
C.2.b. [Special Planning District - Name]	NYS Heritage Areas:LI North Shore Heritage Area
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	Yes
E.1.h.iii [Within 2,000' of DEC Remediation Site - DEC ID]	V00234
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	Yes - Digital mapping information on local, New York State, and federal wetlands and waterbodies is known to be incomplete. Refer to the EAF Workbook.
E.2.h.ii [Surface Water Features]	Yes - Digital mapping information on local, New York State, and federal wetlands and waterbodies is known to be incomplete. Refer to the EAF Workbook.
E.2.h.iii [Surface Water Features]	Yes - Digital mapping information on local, New York State, and federal wetlands and waterbodies is known to be incomplete. Refer to the EAF Workbook.
E.2.h.iv [Surface Water Features - Lake/Pond Name]	921-75
E.2.h.iv [Surface Water Features - Lake/Pond Classification]	SA

E.2.h.iv [Surface Water Features - Wetlands Name]	Federal Waters, Tidal Wetlands
E.2.h.v [Impaired Water Bodies]	Yes
E.2.h.v [Impaired Water Bodies - Name and Basis for Listing]	Name - Pollutants - Uses:Long Island Sound, Suffolk Co, Central - Fecal Coliforms
E.2.i. [Floodway]	No
E.2.j. [100 Year Floodplain]	Yes
E.2.k. [500 Year Floodplain]	No
E.2.l. [Aquifers]	Yes
E.2.l. [Aquifer Names]	Sole Source Aquifer Names:Nassau-Suffolk SSA
E.2.n. [Natural Communities]	Yes
E.2.n.i [Natural Communities - Name]	Maritime Pitch Pine Dune Woodland, Maritime Beech Forest, Coastal Oak-Beech Forest, Marine Subtidal Gravel/Sand Flats, Maritime Beach, Marine Intertidal Gravel/Sand Beach
E.2.n.i [Natural Communities - Acres]	23.51, 31.69, 149.88, 1716.62, 103.74, 173.78
E.2.o. [Endangered or Threatened Species]	Yes
E.2.o. [Endangered or Threatened Species - Name]	Northern Long-eared Bat, Leatherback, Green Turtle, Loggerhead, Kemp's or Atlantic Ridley
E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	Yes
E.3.d [Critical Environmental Area - Name]	SGPA, Central Suffolk Pine Barrens
E.3.d.ii [Critical Environmental Area - Reason]	Protect groundwater, Benefit to human health & protect drinking water
E.3.d.iii [Critical Environmental Area – Date and Agency]	Date:3-19-93, Date:2-10-88, Agency:Long Island Regional Planning, Agency:Suffolk County
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.3.f. [Archeological Sites]	No
E.3.i. [Designated River Corridor]	No

ATTACHMENT B

John S. Goess Realty Appraisal, Inc.

Appraisal Report of Real Property

Site:
Dorothy P. Flint 4-H Camp
137.90 Acres of Residentially Zoned Lands

Reputed Owner:

County of Nassau

Location:

Northerly Side of Sound Avenue,
Approximately 289' East of Horton Avenue
Known As 3186 Sound Avenue
Riverhead, New York 11901

District: 600
Section: 41 Block: 1 Lot: 15

Valuation Date

February 5, 2026

Prepared For:

County Of Nassau
Department of Public Works
Division of Real Estate Services
One West Street Room 200
Mineola, NY 11501

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John S. Goess Realty Appraisal, Inc.

REAL ESTATE APPRAISERS AND CONSULTANTS

Office Phone/Fax - (631) 650-9401 **Cell Phone - (516) 317-9109**

28 DONNA PLACE
EAST ISLIP, NY 11730
johngoessappraisal@gmail.com

February 5, 2026

Via Electronic & Priority Mail
Kevin C. Walsh – Chief Real Estate Negotiator & Special Counsel
Nassau County Department of Public Works
Division of Real Estate Services
One West Street, Room 200, Mineola, NY 11501

Re: Appraisal Report - Site: "Dorothy P. Flint 4-H Camp"
SCTM: 600-41-1-15.000; 3186 Sound Avenue Riverhead, NY 11901;

Dear Mr. Walsh:

In accordance with the terms of our engagement, we have prepared an Appraisal Report in which we estimate the market value of the Fee Simple Estate Interest in the property captioned above, hereinafter referred to as the "Subject" property. The effective date of valuation is February 5, 2026, the date of our latest viewing of the Subject property.

Purpose of the Appraisal: To provide a value estimate of the defined property interest (Fee Simple Estate) in the Subject property as of the effective date of valuation. In the instant case, the Client has asked the appraiser to measure the impact on the Subject's unencumbered Fee Simple Estate Interest value stemming from a proposed lease of the Subject acreage from the Peconic Land Trust ("PLT") to the Cornell Cooperative Extension of Nassau County. Entering into said lease is a condition of conveyance of the site from Nassau County to the PLT (see lease details discussed later herein).

Use of the Report: We understand that the estimate of value found within this report may be utilized by the County of Nassau, NY, as Client and sole intended user of the report, as a guide in establishing the market value of the Subject property's Fee Simple Estate Interest as encumbered by the aforementioned lease, for possible sale/disposition of the Subject property by the Client to the Peconic Land Trust.

The scope of this appraisal is specific to the needs of the named Client and to the intended use of this report. This report was prepared for the sole and exclusive use of the named Client for the singular purpose detailed above. As such, the appraiser is not responsible for any unauthorized use of this report by any parties or its use by other parties not specifically identified herein as intended users of the report.

Based upon our research and analysis of available data, it is our opinion that the market value of the Subject property's Fee Simple Estate Interest, ***appraised subject to the Extraordinary Assumptions as well as Statement of General Assumptions and Limiting Conditions detailed herein***, as of the February 5, 2026, effective date of valuation is:

$11,945,000

ELEVEN MILLION NINE HUNDRED FORTY-FIVE THOUSAND DOLLARS

Transmittal Letter

To the best of our knowledge and belief, this Appraisal was prepared in conformance with the Uniform Standards of Professional Appraisal Practice ("USPAP") as well as the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute. We have considered recent, relevant available sales and other pertinent market and Subject property data and developed our opinion of the Subject property's Highest and Best Use as well as our opinion of value based on said use within the context of the Scope of Work performed as detailed later in the report. A report containing a digest of the data considered is attached.

Sincerely,

John S. Goess Realty Appraisal, Inc.

John S. Goess, President
New York State Certified General R.E. Appraiser #46-8631

REPORT CERTIFICATION

I hereby certify to the best of my knowledge and belief that:

John S. Goess Realty Appraisal, Inc. was employed by the Client to estimate the market value of the Subject property's Fee Simple Estate Interest, subject to the Extraordinary Assumptions detailed hereinafter, as of the effective date of valuation.

Neither John S. Goess Realty Appraisal, Inc. nor I have a present or contemplated future interest in the real estate that is the subject of this appraisal report.

The Subject property was personally viewed by the undersigned on February 5, 2026.

The Subject property as well as the comparable property sales relied upon in making this appraisal are substantially represented by the photographs appearing in this report.

I have no present or prospective interest in the Subject property or personal interest or bias with respect to the subject matter of the report or the parties involved.

I have performed services as an appraiser regarding the Subject property within the three-year period immediately preceding the acceptance of this assignment.

To the best of my knowledge and belief, the statements of fact contained in the report, upon which the analyses, opinions and conclusions herein are based, are true and correct.

The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions, and conclusions.

Neither my engagement nor my compensation is contingent upon the reporting of a predetermined value or direction in value that favors the cause of the Client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

This appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a mortgage loan.

The appraiser has sufficient knowledge and competency to complete the appraisal assignment and had extensive experience in appraising this property type prior to accepting this appraisal assignment.

I have not revealed the findings and results of this appraisal to anyone other than proper officials of the Client, and that I will not do so until authorized by the Client, or until I am required by due process of law or until I am released from this obligation by having publicly testified to such findings.

Neither all nor any part of the contents of this report shall be disseminated to the public through advertising media, public relations media, news media, sales media, or any other means of communication without the prior consent and approval of the undersigned.

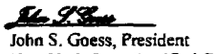
The concluded value estimate represents cash or equivalent terms.

No one other than the undersigned provided significant professional appraisal assistance in the preparation of this report.

The reported analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice ("USPAP") as well as the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

As of the date of this report, I, John S. Goess, have completed the Standards and Ethics Education Requirement of the Appraisal Institute for Associate Members.

It is my opinion that the market value of the Fee Simple Estate Interest in the Subject property appraised is as stated in the transmittal letter.



02/05/26
Date

John S. Goess, President
New York State Certified General
R.E. Appraiser #46-8631

SUBJECT PROPERTY - SUMMARY OF SALIENT PROPERTY CHARACTERISTICS

General:

The Subject property is situated along the northerly side of Sound Avenue, approximately 289' east of Horton Avenue in the community of Riverhead, Township of Riverhead, Suffolk County, New York 11901; a/k/a 3186 Sound Avenue.

Site:

The Subject property is comprised of a total of 137.90± acres or approximately 6,006,924 square feet of land area (as per a survey dated 4-07-14 as prepared by Jeffrey T. Butler, P.E., P.C.). The Subject parcel is zoned RA-80 (2 acre residential) in its entirety.

The parcel has a total of 1,289' of frontage along the northerly side of Sound Avenue. The Subject frontage is "interrupted" along two portions of said frontage by "out" parcels (parcels not owned by Nassau County and thus not included in this appraisal).

The Subject parcel extends to a maximum depth of 4,100' along its easterly border, running from Sound Avenue bordering the Subject to the south to the southerly edge of the Long Island Sound bordering the Subject on the north. The parcel has a total of 759' feet of frontage along the Sound. The Subject water frontage is "interrupted" by several "out" parcels that effectively split the Subject water frontage into two sections with 420' of frontage along the Subject's easterly waterfront and 339' along the Subject's westerly water frontage.

Approximately the southerly 30% of the Subject parcel along Sound Avenue (~42± acres) is comprised of generally level and cleared open fields. The middle of the property is comprised of heavily wooded land that is generally level with some areas of undulating terrain. The northerly portion of the Subject property approaching the waterfront is comprised of hilly terrain with sharply sloping topography in sections as it approaches the bluff overlooking the adjacent waterfront. The Subject parcel ends at a steep bluff approximately 50' above the grade of the beach. Existing staircases along both the westerly and easterly "fingers" of the Subject parcel provide access to the beach below.

Although the topography of the Subject site near the waterfront consists of hilly areas with some areas of sharply sloping terrain, the topography of this area would not present a significant impediment to residential development thereon. This conclusion is supported by the existence of residential homes situated along the waterfront within the "out" parcels which are located on similar "hilly" terrain. The balance of the Subject site (its mid and southerly portions) is generally level thus the topography of these areas would likewise pose no significant impediment to future development.

The Subject parcel is presently in use as a 4-H camp (the Dorothy P. Flint Nassau County 4-H Camp). According to a prior supplied building inventory prepared by Gregory Sandor of the Cornell

Cooperative Extension, the Subject property is improved with a total of 101 camp use structures. The building improvements are comprised of a mix of camp cabins, washrooms, meeting centers, dining halls, staff housing, barns, and a craft shelter. Other improvements include tennis courts, playing fields and an indoor equestrian riding area. As per the information provided, the total square footage of the building improvements on the Subject site is estimated at 66,420 square feet.

The bulk of the Subject structures are of wood frame construction. Most of the structures have electric but have no heat and are not usable year-round. A total of 24 structures on the site do have heat and can be used year-round. The structures are typically situated on concrete blocks or on concrete block foundations, have wood siding and pitched asphalt shingle roofs. The exception is the equestrian indoor riding center which is a "pre-fab" metal "Butler" building.

The western portion of the property contains a total of 39 structures while the eastern portion contains a total of 62 structures. The structures are reportedly in fair condition with exception of some structures situated within the northeasterly portion of the camp which have gone unused in recent years. Based on our highest and best use analysis of the Subject property, the existing building improvements add no value to the site overall.

A review of information available for the Subject property indicates that there are no freshwater or tidal wetlands on the Subject parcel. Additionally, the Suffolk County Department of Health Services ("SCDHS") Groundwater Management Zone Map indicates that the property is situated within Zone IV. Meeting the square foot minimum lot size as required by the SCDHS (20,000 square feet in this zone) would not be an issue in the instant case as the minimum residential lot size required under the governing zoning is 80,000 square feet.

Access & Visibility:

The Subject parcel is readily accessible from Sound Avenue. Sound Avenue connects to nearby Horton and Osborne Avenues which provide north/south access to the Subject from SR-25, CR-58 and the Long Island Expressway.

Adjacent Property Uses:

North – Long Island Sound & single-family residences; South – Ag-use and residential parcels; East – Single family residential and mixed use residential and commercial parcels fronting Sound Avenue; West – A golf course as well as expanses of vacant acreage.

Property History/Ownership:

A review of deeds on file with the Suffolk County Clerk's office revealed that the Subject tax lot has not transferred within at least the past ten years. The Subject site was reportedly pieced together over the years from 1939 through 1970 and is reportedly owned by the County of Nassau. The camp at the Subject site has reportedly been in operation since at least the 1950's.

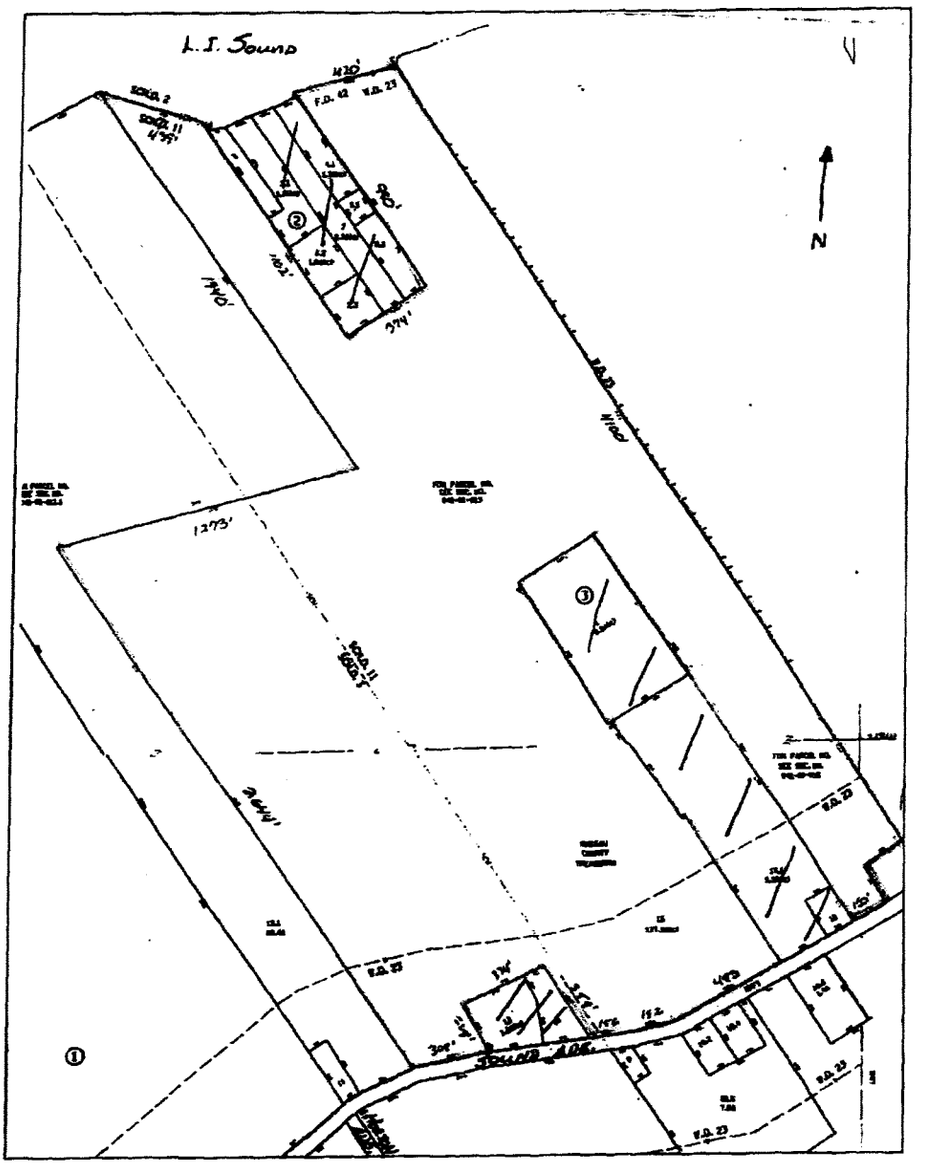
AV/Taxes: $890,500/$1,290 – The Subject property enjoys substantial real estate tax exemptions due to its use by a not-for-profit entity.

Utilities: All utilities common to the area are available to the site. There is an existing easement running along the property's easterly boundary improved with an electrical/telephone utility run that extends from Sound Avenue to several hundred feet short of the beachfront.

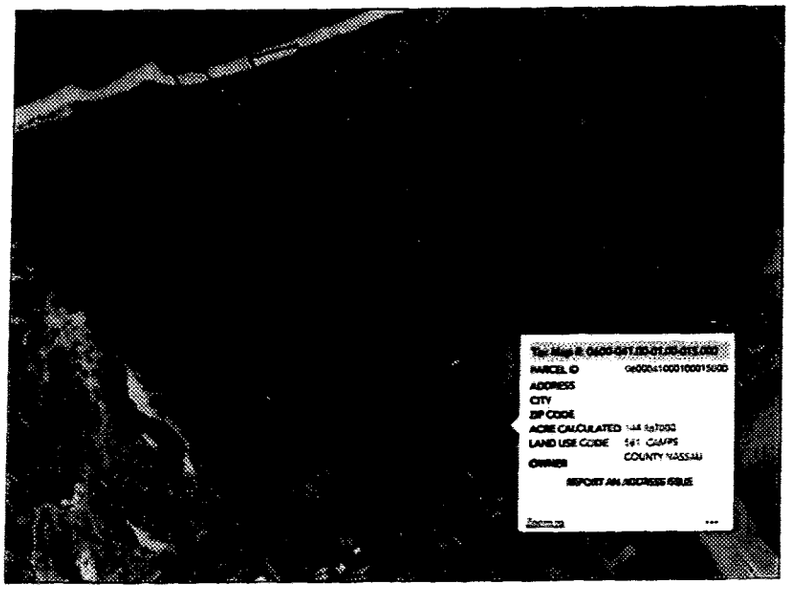
Easements/Encroachments: None known or assumed with the exception of the aforementioned electric/utility easement.

It should be noted that 80 acres of the Subject property was reportedly prior encumbered by a deed restriction that restricted the use of said 80 acres to camp use only. However, based on information provided by the Client, said deed restriction expired on January 1, 1976.

SUBJECT PROPERTY TAX MAP
Tax Lot 15.000

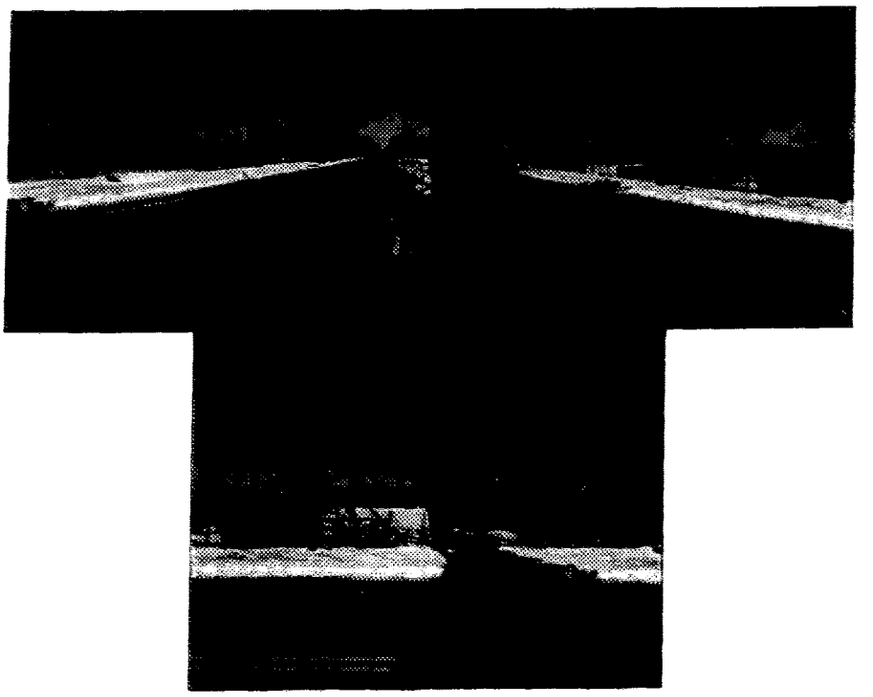

L. I. Sound
N
1410'
1273'
1400'
1400'
1400

Aerial Photograph – Subject Tax Lot 15.000



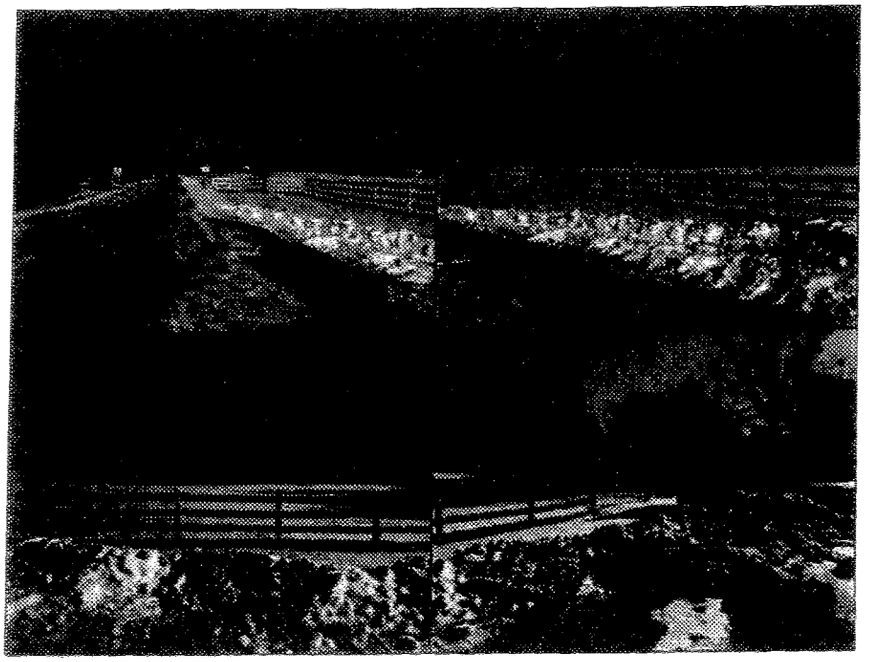
Photographs of Subject Property Taken February 5, 2026

Views of Subject Street Frontage along Sound Avenue
Facing Easterly, Westerly & Northerly



Views of Subject from Southwesterly Portion of Site at Main Entrance

Views facing Northerly, Northeasterly, Easterly & Southerly



View Facing Easterly Along Subject Beach Frontage
(Photo Circa October 2019)



SUBJECT PROPERTY ZONING SYNOPSIS

According to records on file with the Town of Riverhead, the Subject property is located within the Town's RA-80 (two-acre) zoning district. Principal permitted uses include single-family residential subdivision and development based on a minimum building lot size of 80,000 square feet as well as agriculturally related uses. The bulk dimensional regulations for the RA-80 zoning district are presented in the table below:

Requirements:

Primary Allowable Uses: Single-family residences, agricultural production;

Minimum Lot Size: 80,000 square feet

Minimum Lot Width: 175 feet

Maximum Building Coverage of Lot (Floor Area Ratio): 15%

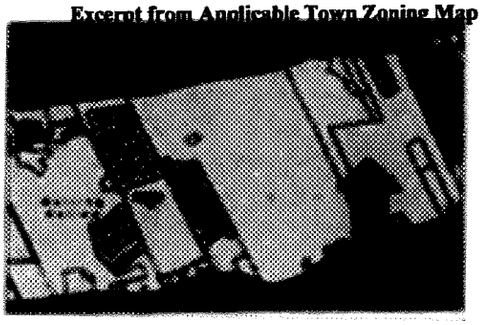
Setbacks: Front 60 feet; side yard – 30 feet minimum, total not less than 65 feet both; rear 75 feet

Subdivision – Yield calculated on 80,000 square foot minimum lots based on entire area of site; Lots are to be clustered so as to provide at the minimum a retention of 50% of the site area (the goal is 70%) as contiguous agricultural land or open space.

TDR: The Subject property lies within a transferable development rights receiving area. The purchase and application of TDRs to the Subject site could potentially increase the building lot yield on the Subject property. That said to the best of our knowledge and understanding, no TDRs are in place at the Subject property.

Height: 2.50 stories or 35 feet maximum (both)

Excerpt from Applicable Town Zoning Map



PURPOSE & USE OF THE APPRAISAL REPORT

Purpose of the Appraisal: To provide a value estimate of the defined property interest (Fee Simple Estate) in the Subject property as of the effective date of valuation. In the instant case, the Client has asked the appraiser to measure the impact on the Subject's unencumbered Fee Simple Estate Interest value stemming from a proposed lease of the Subject acreage from the Peconic Land Trust ("PLT") to the Cornell Cooperative Extension of Nassau County. Entering into said lease is a condition of conveyance of the site from Nassau County to the PLT (see lease details discussed later herein).

Use of the Report: We understand that the estimate of value found within this report may be utilized by the County of Nassau, NY, as Client and sole intended user of the report, as a guide in establishing the market value of the Subject property's Fee Simple Estate Interest as encumbered by the aforementioned lease, for possible sale/disposition of the Subject property by the Client to the Peconic Land Trust.

The scope of this appraisal is specific to the needs of the named Client and to the intended use of this report. This report was prepared for the sole and exclusive use of the named Client for the singular purpose detailed above. As such, the appraiser is not responsible for any unauthorized use of this report by any parties or its use by other parties not specifically identified herein as intended users of the report.

DEFINITIONS

Market Value Definition - Market Value is defined within the **Dictionary of Real Estate Appraisal,** 7th Edition, Appraisal Institute as, "The most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in a competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress."

PROPERTY RIGHTS APPRAISED

The value estimate for the Subject property reflects the rights in "Fee-Simple Estate" defined by **The Dictionary of Real Estate Appraisal,** 7th Edition, Appraisal Institute, as:

"Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat."

In the instant case, the Client has asked the appraiser to measure the impact on the Subject's unencumbered Fee Simple Estate Interest value stemming from a proposed lease of the Subject acreage from the Peconic Land Trust ("PLT") to the Cornell Cooperative Extension of Nassau County. Entering into said lease is a condition of the conveyance of the site from Nassau County to the PLT (see lease details discussed later herein).

EXPOSURE TIME

The value found herein assumes that the Subject property was professionally exposed to the market for a typical and reasonable amount of time prior to the date of valuation utilized herein. In the instant case, published market data indicates that residential vacant land properties of like type and class located within the Subject community were typically on the market for six to twelve months, with an average exposure time of 6.50 months before being sold.

EXTRAORDINARY ASSUMPTION

The Dictionary of Real Estate Appraisal, 7th Edition, Appraisal Institute, defines Extraordinary Assumption as, "An assumption directly related to a specific assignment, as of the effective date of the assignment results, which, if found to be false, could alter the appraiser's opinions or conclusions. Extraordinary assumptions presume as fact otherwise uncertain information about physical, legal, or economic characteristics of the Subject property; or about conditions external to the property such as market conditions or trends; or about the integrity of data used in an analysis." An Extraordinary Assumption may be used in an assignment only if:

It is required to properly develop credible opinions and conclusions; The appraiser has a reasonable basis for the Extraordinary Assumption; Use of the Extraordinary Assumption results in a credible analysis; and The appraiser complies with the disclosure requirements set forth in USPAP for "Extraordinary Assumptions."

As a condition of the conveyance of the Subject property to the Peconic Land Trust, the County of Nassau is requiring that the Peconic Land Trust enter into a three-year lease with Cornell Cooperative Extension of Nassau County for the entire Subject property.

The Client has instructed us to consider the above noted lease's impact on the current (date of valuation) unencumbered market value of the Subject property.

As such, this appraisal was made subject to the following Extraordinary Assumptions:

That the Subject property would be conveyed to the Peconic Land Trust subject to the terms and conditions of the draft lease provided by the Client to the appraiser.

That the lease would run for three years and then be terminated.

That upon termination of the lease, the fee owner of the Subject property could theoretically develop the site to its Highest and Best Use.

The use of this Extraordinary Assumption impacts the final conclusion of value found herein.

APPRAISAL PROCESSES

In appraising the Subject property, we considered the three traditional approaches to value – the Cost Approach, the Sales Comparison Approach ("Market Approach"), and the Income Capitalization Approach. Below is an overview and brief explanation of each valuation approach.

Cost Approach - The Cost Approach is based on the current cost to replace the property, new, as of the effective date of the appraisal. Published cost directories are typically utilized to estimate various costs of construction. To direct and indirect costs, a market-derived estimate of entrepreneurial profit is added (when appropriate). From the Cost New estimate, a deduction for accrued depreciation (all causes) is calculated. To this depreciated improvement value, a market-derived land value estimate and an estimate of the depreciated value of all site improvements is added. The result is the total value of the property.

The existing building improvements do not add any value to the Subject property over and above its underlying land value as zoned. As such, the Cost Approach to value was not utilized to value the Subject property herein.

Income Approach - The Income Capitalization Approach involves measuring the extent of future benefits that might reasonably be expected in terms of income and translating these benefits into a total present value estimate. In employing the Income Approach, careful consideration is given to the earning capacity of the property over an anticipated holding period. The capitalization and/or discount rate employed consider(s) available mortgage financing, typical equity yield requirements and anticipated appreciation/depreciation over an investment holding period.

As land is not typically leased for residential development in the Subject market area, the Income Approach to value was not utilized herein to value the Subject property.

Sales Comparison Approach - The Sales Comparison Approach (a/k/a Market Approach) was used in this analysis to develop meaningful units of comparison to be applied to the Subject property. This approach is associated with the principle of substitution, i.e., what similar properties with comparable physical and economic characteristics are selling for in the local marketplace, with consideration given to the type of value estimate being sought, i.e., price per square foot of land, price per acre, price per building lot, etc. Various local sales services as well as a property search in the Subject neighborhood were all used in the research of recent sales transactions that were verified by recorded deeds and confirmed with knowledgeable and involved parties where possible. This sales data was then utilized using this approach to estimate the value of the Subject property interest appraised herein.

STATEMENT OF GENERAL ASSUMPTIONS AND LIMITING CONDITIONS

This Appraisal Report has been made Subject to the following general assumptions and limiting conditions:

No investigation has been made of and no responsibility is assumed for legal descriptions or legal matters, including title or encumbrances. Title to the property is assumed to be good and marketable unless otherwise stated. The property is further assumed to be free and clear of any or all liens, easements, deed covenants and restrictions and/or other legal encumbrances unless otherwise stated.

Information furnished by others, including but not limited to, the Client, their representatives, public officials, other public and private sources, and information from the Subject property owner, upon which all or portions of this report are based, is believed to be reliable, but has not been verified in all cases. It is our opinion that the information is of the kind and quality generally accepted by the appraisal profession as reliable, thus it was utilized in forming all or part of the professional opinion(s) found herein. However, no warranty, either expressed or implied, is given as to the accuracy of such information.

Areas and dimensions of the Subject tax lot(s) as well as any building improvements situated thereon are based on public information, i.e., Suffolk County Tax Maps and Town assessment and planning department records and other available sources. No independent surveys were conducted. The value found herein is predicated on the assumption that the appraiser's estimate as to the total usable land and/or building areas appraised are accurate. If a professional survey or other information subsequently becomes available that indicates otherwise, the appraiser reserves the right to alter the estimate of value found herein based on any newly available surveys or other related information. Any sketches or maps shown herein are provided only to assist the reader in visualizing the property.

No responsibility is taken for changes in market conditions and no obligation is assumed to revise this report to reflect events or conditions that occur subsequent to the effective date of valuation.

Responsible ownership and competent property management are assumed.

It is assumed that the property is in full compliance with all applicable Federal, State, and local rules and regulations governing such aspects as zoning, use, environmental concerns, etc., unless otherwise stated.

This report has been made only for the purpose stated and shall not be used for any other purpose or by any other parties not named herein as intended users. Any other uses of or users of this appraisal are considered unintended. Neither this report nor any portions hereof (including without any limitation any conclusions as to value, the identity of the individuals signing or associated with this report, or the professional associations or organizations with which they are affiliated) may be disseminated to third parties by any means without the prior written consent and approval of the author.

No individual signing or associated with this report shall be required by reason of this report to give testimony or to appear in court or at other legal or administrative proceedings, unless specified prior arrangements have been made to do so.

The allocation, if any, in this report of the total valuation between components of the property, land, and improvements applies only to the program of utilization stated in this report. The separate values for any components may not be applicable for any other purpose and must not be used in conjunction with any other appraisal.

It is assumed that all required licenses, certificates of occupancy, consents or other legislative or administrative authority from any local, state, or national government or private entity or organization, have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.

It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or building improvements that render them more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them. The appraiser is not a building/property inspector. As such, this appraisal report does not guarantee that the land, building and/or site improvements are free from defects. The term "Inspected" as used within this appraisal report shall be deemed to mean "Viewed." Since the appraiser is not a professional property inspector, the appraiser has only viewed reasonably accessible areas of the property in order to observe its overall condition. The appraiser is not qualified to warrant the mechanical, electrical, structure, roof,

foundation, subsoil, or the condition of any part or whole of the Subject property lands, buildings, and site improvements.

Unless otherwise stated, the values found within this report do not consider the existence of hazardous substances including, without limitation, asbestos, polychlorinated biphenyls, petroleum leakage, or agricultural chemicals, which may or may not be present on the property, or other environmental conditions which were not called to the attention of, nor did the appraisers become aware of, during the appraisers' research of the Subject property. The appraisers have no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraisers, however, are not qualified to test for such substances or conditions. The presence of such substances, or other hazardous substances or environmental conditions may affect the value of the property. As such, the value in this report is predicated on the assumption that there is no such condition on or in the property or in such proximity thereto that it would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The Client is urged to retain an expert in this field, if desired.

This Appraisal Report was produced solely for the purpose and use stated prior herein and is not a litigation ready Report. Additional data in our files answers potential questions not covered herein.

The estimate of value found herein is predicated on the Highest and Best Use conclusion detailed within this report. Said conclusion speaks to the use of the Subject parcel that would, in our opinion, provide the highest net return (value) to the property as if vacant. Said estimates consider such things as the applicable zoning and other development regulations, the physical characteristics of the site and the economic feasibility associated with alternative uses of the Subject parcel. If new or previously unavailable information subsequently becomes available which substantially impacts or alters the Highest and Best Use conclusion found herein, the appraiser reserves the right to alter the estimate of value found based on any such new information.

This Appraisal Report was made subject to the Extraordinary Assumption(s) and/or Hypothetical Conditions (if any) detailed herein.

The global outbreak of a "novel coronavirus" known as COVID-19 was officially declared a pandemic by the World Health Organization (WHO) in February 2020. In mid-March 2020, Federal and NYS Government officials required the shutdown of all "non-essential" businesses. The short-term effect of this "shutdown" had been the temporary cessation of all non-essential businesses which produced a steep and sudden downturn in the local and national economies resulting in millions of people losing their jobs. It was then unknown what direct, or indirect, long-term effect, if any, this event may have had on the national economy, the local economy, or the market area in which the Subject property is located. The reader is cautioned, and reminded, that the conclusions presented in this Appraisal Report apply only as of the effective date of valuation utilized herein. The appraiser makes no representation as to the effect on the Subject property of any event that occurs subsequent to the effective date of valuation.

Acceptance of and/or use of this appraisal report constitutes acceptance of the foregoing General Underlying Assumptions and Limiting Conditions. The appraisal duties, pursuant to the employment to make the appraisal, are complete upon delivery and acceptance of the appraisal report. Any corrections or errors should be called to the attention of the appraiser within 30 days of the delivery of the report.

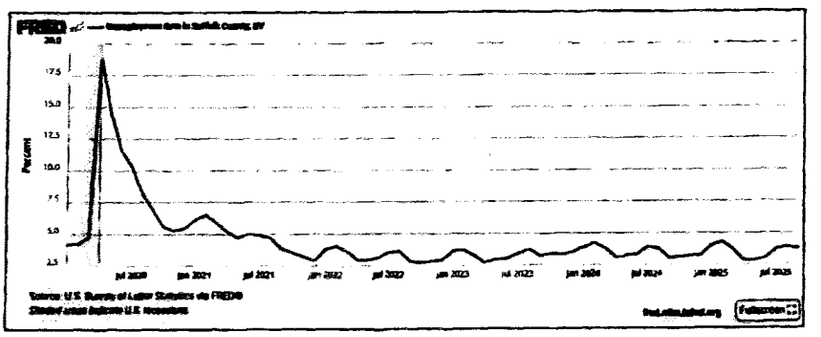
AREA DEMOGRAPHIC & MARKET SUMMARY

Geographic Location – The Subject Property is located within the community of Riverhead, Township of Riverhead, within the "North Fork" region of eastern Suffolk County, Long Island, New York. Long Island is the largest island in the continental United States. Its 1,400 square miles of land span approximately 120 miles eastward from New York City's East River to the Atlantic Ocean at Montauk.

The Queens and Brooklyn Boroughs of the City of New York occupy the western end of the Island, while the mid-portion and eastern end is comprised of Nassau and Suffolk Counties. In a popular sense, the "Island" refers only to Nassau and Suffolk Counties which extend for approximately 100 miles of the Island's length with Nassau occupying 298 square miles and Suffolk occupying 929 square miles.

The once sparsely populated Island has developed from an agricultural region to a densely populated suburban area with a diversified economic base. Currently, the character of the Island changes markedly over its length, traveling eastward, from urban to suburban to rural communities. The proximity of Nassau and Suffolk Counties to New York City, a center for trade, commerce, and industry, has been the primary factor in the development of the Long Island economy. Long Island is considered to be part of the greater New York metropolitan area.

Unemployment Statistics - As of November of 2025, Suffolk County had an unemployment rate of approximately 3.50% and remained below 5% over the past five years. The reported rate for NY State stood at 4.50%, while the national rate stood at 4.40% as of December 2025. Unemployment rates have dropped dramatically since the Corona Virus outbreak and associated business shut downs during which tens of millions of people lost their jobs. As the economy opened back up, the national, regional, and local unemployment rates trended downward significantly and have remained low over the past several years. That said, there is still some minor instability in the labor market due to the lingering impacts of the virus including generous federal and state unemployment benefits that kept workers at home, a reluctance for workers to return to the "office" and/or job market post COVID and vaccine mandates that resulted in worker shortages in certain industries.

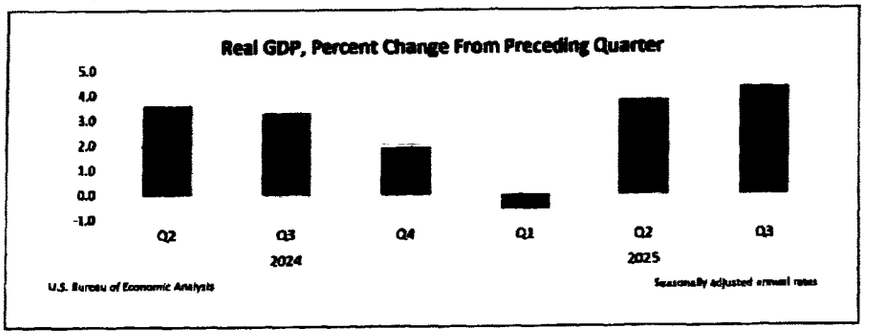


Economy – From the mid 1990's until 2007, Long Island enjoyed a thriving economy with a diversified business base. The quality of the Island's work force and the lower cost of rental space and land relative to those in New York City have drawn many large and small companies to Long Island. From the late 1990's through late 2006/07, substantial residential, commercial, and industrial building activity took place on Long Island. However, the lingering economic recession that took serious hold in the fall of 2008 only began to loosen its grip on the regional real estate market in 2013 as both the regional and national economies slowly returned to "normal" followed by above average levels of economic, wage and job growth from 2017 through to early 2020. The reported median household income in Suffolk County, NY is $128,329, up approximately 4.76% over the prior year.

The impacts of the COVID-19 outbreak resulted in a substantial retraction of the local, regional, and national economies. The U.S. GDP retracted by 3.40% during 1st Q 2020, followed in 2nd Q 2020 by a massive 34.30% retraction, there after followed by significant increases in GDP for the balance of 2020. Overall, US GDP retracted by 3.50% during 2020. As of 1st Q 2021, GDP growth was estimated at 6.40% annualized, with about the same level of increase experienced over 2nd Q 2021. Due to a resurgence in Corona Virus cases, many areas of the country again shut down, dampening economic activity, with 3rd Q 2021 GDP growth slowing to just 2.00%. GDP growth then jumped to approximately 6.90% for the 4th Q 2021 time period. Many experts postulated that the prior growth in GDP was being fueled by the massive Federal Government's monetary stimulus which in turn sowed the seeds for inflation.

The GDP then declined by 1.50% in 1st Q 2022 sparking fears of a coming recession which manifested as of 2nd Q 2022, with a continued slight decline in the GDP. The economy rebounded somewhat in 3rd Q 2022, increasing by 3.20% and again in 4th Q 2022, increasing by 2.90%. Despite the positive GDP trends in the second half of 2022, many economists postulated that there would be a significant recession beginning sometime in 2023.

Said recession never materialized as GDP remained positive throughout 2023, increasing 2.00% in the 1st Q 2023, followed by increases of 2.10%, 4.90% and 3.30% in the 2nd through 4th Quarters of 2023. The significant bump in GDP in the latter half of 2023 was fueled in large part by both government spending and consumer (credit) spending. GDP growth again slowed dramatically as of 1st Q 2024 with the reported revised rate of GDP growth being just 1.40%. The economy picked up some steam over the 3rd quarter 2024 time period, with GDP growth reported (as finalized) at 3.10%. The stock market, after record high, closes in mid-July 2024, came back to earth in August with the market retracting by almost 10% in early August 2024. Poor economic figures over the summer of 2024 had once again sparked talk of a looming recession. The economy did show a bit of a slowdown 4th Q 2024 as the GDP rate of increase dropped down to just 2.40%. That slowdown continued into 1st Q 2025 as data indicated a negative GDP which again sparked fears of a coming recession. That said, despite fears of a recession, stemming mainly from President Trump's hardline on tariffs, the 2nd Q 2025 GDP rebounded, increasing by 3.80%. That unexpected bounce in GDP carried through the 3rd of Q 2025, with the GDP increasing by 4.30%. It appears that despite the prior gloomy economic predictions, the economy out performed everyone's expectations in the 2nd and 3rd quarters of 2025. Preliminary indications are that the GDP grew by close to 5% in the 4th quarter of 2025.



Inflation remains somewhat of a concern for consumers, albeit the rate of inflation has been slowly dropping throughout the 2025 year. While the rate of increase in inflation has been slowing since the beginning of the year, there are continued fears of inflation stemming from the current government tariff issues. Prior, significant damage was done to the economy by inflation, as prices are generally up between 20% and 30% since 2021. Moreover, the enormous increases in the costs of building materials and supplies have impacted the real estate construction industry negatively, with prices increasing by 25%+ in total over price levels seen just five years ago.

Residential Price Trends - Single family residential property values in Suffolk County were robust throughout the 2020 and 2021 pandemic years and have remained solid through 3rd Q 2025. As per statistics published by Douglas Elliman (detailed below), median sales prices for single-family residences situated within the Suffolk County market area experienced the following value trends over the course of the years detailed below:

2020: +10.54%; 2021: +13.95%

2022: +8.16% overall; (-)3.60% 4th Q 2022

2023: +8.49 overall (-) 2.83% 1st Q 2023

2024: +10.40%

1st Q 2024 - 1st Q 2025: +10.70%

2nd Q 2024 – 2nd Q 2025: +6.60%

3rd Q 2024 – 3rd Q 2025: +6.30%

2022	$579,296	$530,000	14,813
2021	$542,345	$490,000	17,398
2020	$473,068	$429,999	15,027
2019	$427,210	$389,000	15,584
2018	$408,767	$365,000	15,433
2017	$386,208	$345,000	15,347
2016	$364,735	$325,000	14,125
2015	$366,762	$320,000	11,996
2014	$352,033	$304,000	10,929
2013	$358,539	$310,000	11,007

Average Sales Price	$633,374	0.6%	$629,837	8.8%	$582,124
Median Sales Price	$575,000	0.3%	$573,500	8.5%	$530,000

Average Sales Price	$700,057	1.7%	$688,126	10.5%	$633,374
Median Sales Price	$635,000	0.8%	$630,000	10.4%	$575,000

Average Sales Price	$686,700	-1.9%	$700,057	11.4%	$616,667
Median Sales Price	$630,000	-0.8%	$635,000	10.7%	$569,000

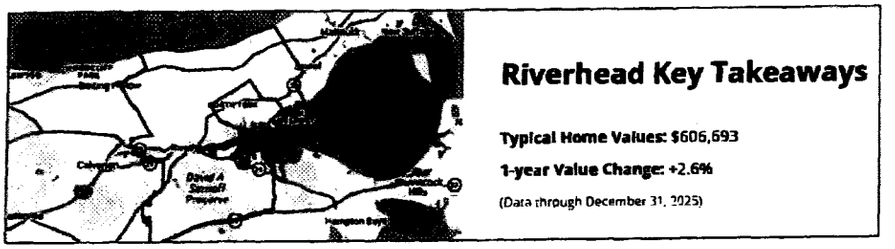
Average Sales Price	$720,413	4.9%	$686,700	10.0%	$654,798
Median Sales Price	$650,000	3.2%	$630,000	6.6%	$610,000

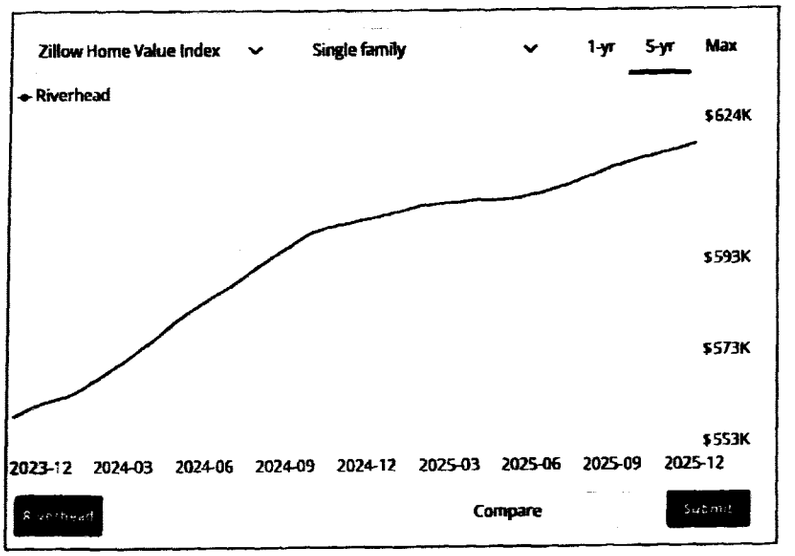
Average Sales Price	$748,250	3.9%	$720,413	8.7%	$688,126
Median Sales Price	$670,000	3.1%	$650,000	6.3%	$630,000

That relative shortage of inventory available for sale coupled with continued high demand has served to keep the local residential market strong, with the latest report showing an increase of 6.30% in the median sale price for homes situated within Suffolk County (excluding the North Fork and Hamptons market areas) over the 3rd Q 2024 to 3rd Q 2025 time period.

Riverhead, NY Housing Trends

As per market trend data published by Zillow specific to the Subject's single-family housing market, the following change in median sale price occurred over the 12 month period ending 12/31/25:





NOTE: ***The rate of price increase specific to freestanding, single-family dwellings situated within Riverhead over the 24 month time period ending 12/31/25 was 4.80%/annum on average compounded (monthly).***

NEIGHBORHOOD DEMOGRAPHIC SUMMARY

Riverhead, NY (11901 zip code area) – As per a number of demographic sources, the larger Subject zip code area has a reported total population of approximately 32,422 people (up 19.30% over the 2010 census) within its 55.20 square mile area for a population density of 588 persons per square mile (2.60 people per household) which is characterized as "low" density. There is a total of 16,765 housing units within the community, approximately 30% of which is comprised of renter occupied housing. The Subject is served by the Riverhead Central School District. The median age in the community is 44.60 years, 4.40 years greater than the statewide median age. The median household income as of 2023 was $80,800 approximately 32.00% less than the countywide median income.



The Subject parcel is located within an area comprised of farmlands, including several preserved farm lots located near the Subject including the adjacent tax lot to the west, as well as an interspersing of single-family dwellings. Commuter roadway access is available via route 25 as well as the Long Island Expressway five miles southwest. The local Riverhead LIRR station is also located several miles to the south of the Subject. Supporting commercial development is available along both Old Country Road and NYS Route 25 located to the south of the Subject property.

SCOPE OF WORK PERFORMED IN PREPARING THE APPRAISAL

John S. Goess Realty Appraisal, Inc. has been retained by the Client to estimate the market value of the Fee Simple Estate Interest in the Subject property appraised.

The following scope of services were undertaken to accomplish this task:

- Reviewed aerial photographs of the Subject property, the applicable Subject tax map and performed a field inspection of the Subject neighborhood to observe conditions at the Subject site and in the surrounding areas.
- Reviewed demographic and market value trends in the Subject's competitive market area as well as the broader Suffolk County and Long Island Regional market areas.
- Performed a review of available public records to obtain the recent transfer/title history of the Subject property.
- Reviewed Subject property records and Subject and comparable property zoning on file with the Town of Riverhead as well as the other municipalities in which the comparable properties utilized herein are located, as applicable.
- Reviewed applicable portions of the Town Code specific to development in and/or the subdivision of properties situated within the Town's RA-80 residential zoning district.
- Reviewed the proposed lease from PLT to Cornell Cooperative Extension of Nassau County supplied by the Client.
- Reviewed applicable DEC Freshwater Wetlands information including the maps designating said wetland areas as well as any applicable regulations.
- Reviewed Subject property information on the Town of Riverhead's and the County of Suffolk GIS systems as available on-line.
- Reviewed the Suffolk County Department of Health Services Groundwater Management Zone Map as well as applicable regulations regarding the subdivision and development of land as promulgated in Article 6, 7 & 12 of the Suffolk County Sanitary Code.
- Performed a Highest and Best Use analysis to determine the use of the Subject property that would yield its highest value within the confines of the governing zoning ordinance, physical conditions at the site, other use restrictions placed on the property by entities having governmental oversight and economic market conditions affecting the Subject market area.
- Identified, researched, reviewed, and analyzed sales and listings of comparable vacant residential land sites.
- Estimated the unencumbered market value of the Subject property interest appraised using the Sales Comparison Approach, and also measured the impact on value assuming the proposed lease to Cornell Cooperative Extension was executed and in place.
- Detailed the data utilized as well as our analyses and conclusions within a written report.

HIGHEST AND BEST USE ANALYSIS

The Appraisal Institute defines Highest and Best Use as follows:

> *"That reasonable and probable use that will support the highest present value, as defined, as of the effective date of the appraisal. Alternatively, that use, from among reasonably probable and legal alternative uses, found to be physically possible, appropriately supported, financially feasible, and which results in highest land value."*

The above definition was taken from The Appraisal of Real Estate, Ninth Edition.

For a use to be considered the Highest and Best Use, it must meet the test of being physically possible, legally permitted, economically feasible and that single use which provides the highest net return. The Highest and Best Use is analyzed in two ways: (i) land as though vacant and ready for development, and (ii) the property as it is currently improved (if improved).

Highest and Best Use as Vacant

The Subject acreage appraised herein totals 137.90-acres. The Subject property lies within the Town of Riverhead's RA-80 zoning district which principally permits residential subdivision and the development of single-family homes based on a minimum building lot area yield requirement of 80,000 square feet. Agricultural uses are also permitted within the governing zoning district. The Subject acreage is comprised of a mix of both flat level lands within its southerly portion and undulating and steep terrain within in northerly portion, with the site having substantial frontage along the abutting Long Island Sound. There appears to be nothing legally or physically that would present a substantial obstacle to the site's development within the confines of the Subject's governing zoning ordinance.

Based on our analysis, it is our opinion that the market participants who would be most interested in the Subject property are comprised of residential developers considering the current zoning, market conditions and physical conditions present at the Subject site. Given the active market for residential building lots in the Subject market area and further, considering the overall strength of the residential market currently, it is our opinion that there is more than sufficient market demand to render the Subject site economically viable for the aforementioned uses.

In consideration of the foregoing, it is our opinion that the Highest and Best Use of the Subject property, as vacant, is manifested through its future potential for subdivision and subsequent development with single-family dwellings of the type, size, and style currently in demand in the Subject market area. Based on the governing zoning requirements, a cluster subdivision of the site would likely be required so as to preserve as much of the site as possible as open space. Before development could occur, however, subdivision and development approvals from the Town and other municipal agencies would have to be secured.

LAND VALUATION – FULL FEE INTEREST – SALES COMPARISON APPROACH

To estimate the value of the Subject property, we have employed the Sales Comparison Approach.

In determining what type of sales to research and how to best analyze those sales, we considered sales that were consistent with our Highest and Best Use conclusion, i.e., the value of comparable multi-acre, similarly zoned waterfront and other residentially zoned vacant land sites situated within the Subject and surrounding communities.

To locate comparable sales and listing data to research and utilize in our analysis, we searched available sales services such as Attom Data Solutions, Zillow, NYSORPS Sales Web and Long Island MLS. Additionally, we searched public property records in the Subject neighborhood as well as listings for sale available through several realtors active in the Subject market area. The sales search included data available through early February of 2026. From the larger universe of the approximately sixteen sales and listings identified, researched, and analyzed in the preparation of this analysis, we selected those sales deemed most comparable to the Subject property for use in our analysis.

In the grid that follows, we have listed and analyzed the data deemed most comparable to the Subject property. The meaningful unit of analysis developed for the data utilized herein is the total sale price per acre of land area. Consideration was given to and adjustments were made for those characteristic differences deemed most salient by the marketplace.

Comparable Sales Analysis - Residential Acreage Sales:

	Subject	Sale #1	Sale #2	Sale #3	Sale #4
Sale Date:	2/5/2026	2/10/2023	12/27/2023	9/26/2024	12/12/2024
Community:	Riverhead, NY	Riverhead, NY	Mattituck, NY	Southold, NY	Riverhead, NY
Location:	N/Side of Sound Avenue	N/S of Sound Avenue	S/W/C Main Rd. & Locust Ave.	S/Side of CR-48 at	N/Side of Sound Avenue
	#3186 Sound Avenue	E/of Dolphin Way	#19500 Main Road	W/side of Tuckers Lane	#3652 Sound Avenue
School District	Riverhead	Riverhead	Mattituck	Southold	Riverhead
Land Area (Acres):	137.90	35.80	16.78	28.31	69.40
Use at Sale:	4-H Camp; site partially cleared	Vacant Woodlands/Partially Cleared	Vineyard	Farmlands/Vineyard	Farmlands
Zoning:	RA-80 (2-Acre)	RA-80 - (2-Acre)	AC - (2-Acre)	AC - (2-Acre)	RA-80 - (2-Acre)
Shape/Topography:	Irregular/Level & Undulating Terrain	Regular/Level	Regular/Level	Regular/Level	Regular/Level
Other:	Land with Development Rights	Vacant Lands with Development Rights	Vacant Lands with Development Rights	Vacant Lands with Development Rights	Farmlands with Development Rights
	Intact - Sub-D Potential	Intact - Sub-D Potential	Intact - Sub-D Potential; 2 Street Frontage	Intact - Sub-D Potential; 2 Street Frontage	Intact - Sub-D Potential;
	759' of Frontage on Long Island Sound	325' of frontage on LI Sound		1,345 SF partially finished former tasting room	540' of frontage on LI Sound/ 3-Barns
Sale Price:		**$3,500,000**	**$1,700,000**	**$3,150,000**	**$8,250,000**
Selling Price Per Acre:		**$97,765**	**$101,311**	**$111,268**	**$118,876**
Conditions of Sale:		0.00%	0.00%	0.00%	0.00%
Conditions Adjusted Sale Price Per Acre:		**$97,765**	**$101,311**	**$111,268**	**$118,876**
Analysis Adjustments					
Market Conditions @ 5%/annum:		16.15%	10.96%	6.88%	5.99%
Market Adjusted Sale Price Per Acre:		**$113,554**	**$112,415**	**$118,923**	**$125,997**
Characteristic Adjustments					
Location:		0.00%	0.00%	0.00%	0.00%
Site Size:		-10.00%	-13.00%	-10.00%	-5.00%
Site Utility:		0.00%	0.00%	0.00%	0.00%
Zoning:		0.00%	0.00%	0.00%	0.00%
Total Adjustment:		-10.00%	-10.00%	-10.00%	-5.00%
Final Adjusted Sale Price Per Acre:		**$102,199**	**$101,173**	**$107,031**	**$119,697**

EXPLANATION OF ADJUSTMENTS

We have analyzed the comparable properties researched and utilized herein and adjusted for:

• Conditions of Sale	• Site Size
• Market Conditions (time)	• Site Utility
• Location	• Zoning

The adjustment process is conducted by making percentage adjustments to the comparable data (upward "+" or downward "-"), with no adjustments made for characteristics that are deemed substantially similar. The characteristic adjustments made reflect our opinion as to how, and by how much, the comparable data analyzed differs from the Subject property. The total adjustments are then summed and either added to or subtracted from the comparable data's unadjusted unit value. The resultant range in values provides an indication of the Subject's value as of the date of valuation.

An explanation of the adjustments made to the comparable sales data analyzed follows:

Conditions of Sale – Accounts for atypical conditions affecting a sale analyzed.

No atypical conditions of sale are known to have affected any of the sales utilized in our analysis, thus no condition adjustments to the sales are warranted.

Market Conditions – The local Suffolk County single-family housing market remained strong over calendar year 2020 through the 4th Q of 2025 despite the prior negative economic impacts associated with the COVID-19 pandemic. Market Statistics for the general Suffolk County market area (excluding the Hampton's and North Fork markets) indicate a general rate of increase over the past 12 months ending 3rd Q 2025 of 6.30%. Market data specific to the Subject community indicates a rate of appreciation for all residential properties of 2.60% over the twelve-month period ending December 31, 2025. The average annual increase specific to freestanding single-family dwellings located within the Subject community over the 24-month period ending December 21, 2025, was 4.80% compounded (monthly).

Based on the reported Suffolk County and local Subject community market statistics, we applied a +5.00% per annum adjustment for market conditions from the date of the respective sales analyzed to the effective date of valuation.

Location – This adjustment considers the accessibility of a property to centers of employment, as well as shopping and recreational centers, the demographic make-up of the surrounding/supporting residential community/population, the type and quality of the surrounding/supporting development in the immediate area, views of adjacent preserved lands and/or waterfront situs, supply/demand factors, the perceived strength of the local school district and general real estate value levels in the local market area. In adjusting each comparable sale analyzed, these factors were considered in their totality and weighed against the same characteristics for the Subject property.

Sale #1 and Sale #4 are both located within Riverhead along the same road as the Subject property, within close proximity of the Subject. Both sales, like the Subject, enjoy water frontage along adjacent Long Island Sound. As such, they are virtually identical to the Subject property locationally, thus no adjustments to these two sales is warranted.

Sales #2 and #3 are located within the neighboring North Fork communities of Mattituck and Southold, respectively. These communities generally experience higher median home values than those in the Subject community. That said, both sale properties do not have frontage along an adjacent body of water. All things considered, we made no location adjustments to these two sales.

Site Size – Accounts for differences in the total land area of the comparable sale sites analyzed versus the Subject property. Economic effects on analyzed unit values (price per acre of land area in the instant case) typically correlate as follows: larger properties sell for lesser unit values and vice versa due to the capital limitations of market participants. Larger properties require more capital to purchase. As the amount of capital required for the purchase of a property increases, the number of adequately capitalized market participants who can afford said property decreases, thus demand is lessened. This market phenomenon is sometimes referred to as the "magnitude of the investment" and is manifested as the "larger-smaller" effect on analyzed unit values.

Each of the four sales utilized in our grid analysis are comprised of vacant land sites that contain substantially lesser acreage than does the Subject property. To account for the economic effect that size has on analyzed unit values, a negative size adjustment to each sale is warranted.

Site Utility – Accounts for and considers the value effect associated with the physical conditions present at a vacant site including such things as access, topography and shape which can impact plot yield, plot size and future subdivision and development of a site.

Each of the four sales utilized in our analysis are considered to be on par with the Subject in terms of overall site utility. As such, we made no site utility adjustments to any of the four sales utilized in our grid analysis.

Zoning – This adjustment considers the allowable density of development as well as the type and variety of uses permitted under the governing zoning ordinance.

Each of the sales utilized in our analysis are located within single-family, 2-acre residential zoning districts and thus are on par with the Subject property in terms of zoning characteristics. As such, no zoning adjustments were made to any of the sales utilized in our analysis.

CONCLUSION OF VALUE – VALUE OF FEE SIMPLE ESTATE INTEREST AS UNENCUMBERED BY PROPOSED LEASE

In reviewing the adjusted comparable property sales data analyzed, the data indicates a narrow value range for the Subject property of approximately $101,000 per acre to $120,000 per acre with central tendency value indications of $107,500 per acre (mean) and $105,000 per acre (median). In reconciling the data analyzed, we placed more weight on Sales #1 and #4 as both sales are located within close proximity to the Subject and both sales have frontage along the adjacent LI Sound. After considering the data and the analysis made thereof, it is our opinion that the estimated value of the Fee-Simple Estate Interest in the Subject property, ***appraised subject to the Statement of General Assumptions and Limiting Conditions detailed herein,*** as of the February 5, 2026, effective date of valuation is:

$110,000 Per "Raw" Acre

x

137.90 Acres

=

$15,170,000

(rounded)

ANALYSIS OF IMPACT ON VALUE OF PROPOSED LEASE ENCUMBRANCE

As a condition of the conveyance of the Subject property to the Peconic Land Trust, the County of Nassau is requiring that the Peconic Land Trust enter into a lease with Cornell Cooperative Extension of Nassau County for the entire Subject property. A review of the draft lease dated 11/6/25 provided by the Client details the following salient terms and conditions of the lease:

Lease Commencement Date: SECTION 2: TERM AND RENT

TO HAVE AND TO HOLD the Demised Premises, as follows:

A. The term of this lease shall commence on _____, 2026 (the "Commencement Date") (*the date of Lessor's acquisition of property*) and expire on _____, 2029.

B. The term of this lease shall be three (3) years from the Commencement Date. The Lease will be automatically renewed for one (1) year until such time that Lessee acquires title to all or a portion of the Premises.

C. Rental rate will be $10.00 (ten dollars) per annum. No security deposit will be collected.

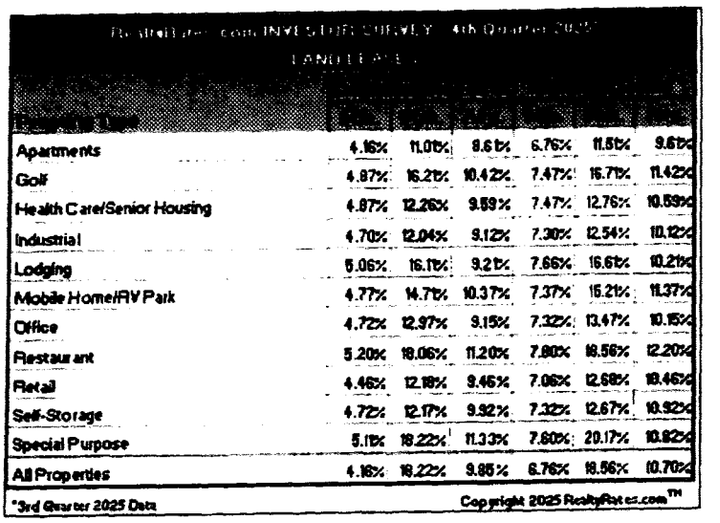
Additional terms detailed in the lease include, the lease is triple-net, meaning the lessee is responsible for all costs of operating and maintaining the Subject property during the lease term including the payment of real estate taxes, property insurance, repairs and maintenance, and utilities, with the Subject property leased in its "as-is" condition.

The Client has instructed us to consider the above noted lease's impact on the current (date of valuation) market value of the Subject property.

In the instant case, the fee owner of the Subject property would not be able to use or develop the property for three years after taking title to the property. Moreover, the fee owner (lessor) would be receiving effectively no rental income from the letting of the property.

To measure the impact of the proposed lease on the Subject's Fee Simple Estate Interest value found earlier herein, we simply discounted the value of the Subject property over the three-year term of the lease at a market-based discount rate. Essentially , the fee owner of the Subject would have to wait three years until the end of the lease term before anything could be done with the property in terms of development as zoned. As such, the buyer would demand a discount to the current fee value of the Subject in order to be "compensated" for the delay in obtaining full use and control of the property, i.e., the delay in developing the site to its highest and best use.

We sourced market discount rates for land leases from RealtyRates.com, a long-standing and well-known data source for real estate-related market data. The table that follows details the market required discount rates for a variety of types of real estate.



Apartments	4.16%	11.00%	9.61%	6.76%	11.51%	9.61%
Golf	4.87%	16.21%	10.42%	7.47%	15.71%	11.42%
Health Care/Senior Housing	4.87%	12.26%	9.59%	7.47%	12.76%	10.59%
Industrial	4.70%	12.04%	9.12%	7.30%	12.54%	10.12%
Lodging	5.06%	16.18%	9.21%	7.66%	16.61%	10.21%
Mobile Home/RV Park	4.77%	14.71%	10.37%	7.37%	15.21%	11.37%
Office	4.72%	12.97%	9.15%	7.32%	13.47%	10.15%
Restaurant	5.20%	18.06%	11.20%	7.80%	18.56%	12.20%
Retail	4.46%	12.18%	9.46%	7.06%	12.68%	10.46%
Self-Storage	4.72%	12.17%	9.32%	7.32%	12.67%	10.32%
Special Purpose	5.18%	18.22%	11.33%	7.60%	20.17%	10.82%
All Properties	4.16%	18.22%	9.85%	6.76%	18.56%	10.70%

*3rd Quarter 2025 Data

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Typical annual discount rates for housing-related property types ranges from a low of 6.76% to a high of 11.51%, with the average being 9.61%. Considering the relatively short term of the Subject lease (three-years), as well as the fact the fee owner of the Subject property could commence with the process of legally subdividing the Subject property during the lease term, we feel that a discount rate that lies within the lower range indicated by the data is appropriate, namely a discount rate of 8.00%.

FINAL CONCLUSION OF VALUE AS ENCUMBERED BY PROPOSED LEASE

Full Fee Value of the Subject Property as Unencumbered by Proposed Lease: $15,170,000

Present Value of the Subject Property As Encumbered by Proposed Lease: $11,945,000
(Full Fee Value Discounted at a rate of 8.00% over three years):

After considering the data and the analysis made thereof, it is our opinion that the estimated value of the Fee-Simple Estate Interest in the Subject property, appraised subject to the terms and conditions of the proposed lease detailed earlier herein, as ***well as subject to the Extraordinary Assumptions and the Statement of General Assumptions and Limiting Conditions detailed herein,*** as of the February 5, 2026, effective date of valuation is:

$11,945,000

SUBJECT AND COMPARABLE SALES LOCATION MAP
VACANT RESIDENTIAL ACREAGE SALES



Subject Property – 3186 Sound Avenue – Riverhead, NY

Comparable Property Sales:

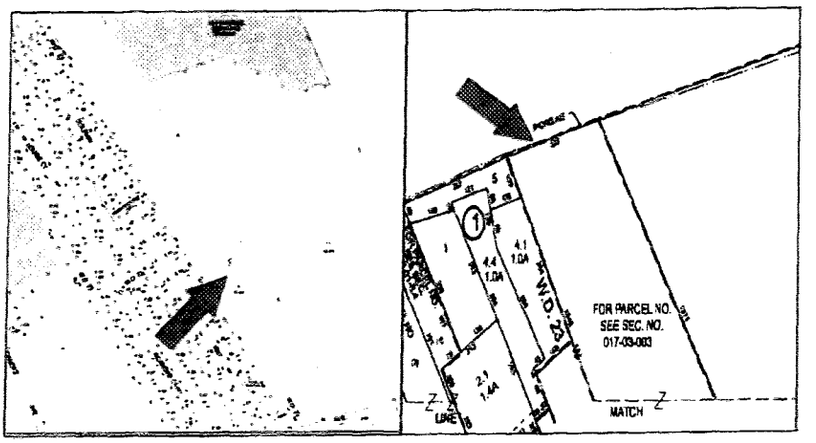
1. **3544 Sound Avenue – Riverhead, NY**
2. **19500 Main Road – Mattituck, NY**
3. **S/W/C of Tuckers Lane & CR-48 – Southold, NY**
4. **3652 Sound Avenue – Riverhead, NY**

COMPARABLE SALE #1

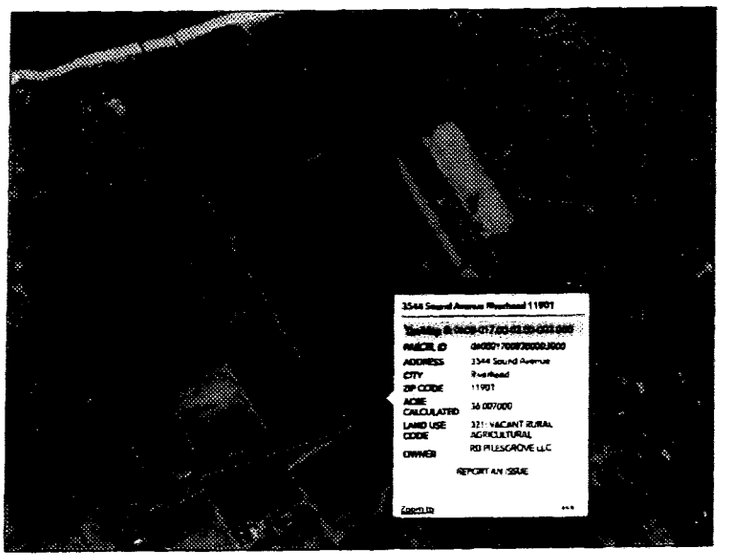


LOCATION:	N/Side of Sound Avenue (#3544), just east of Dolphin Way through to the edge of the Long Island Sound - Riverhead, NY 11901
LEGAL ID:	600-17-3-3.000
TYPE:	Multi-acre, vacant residential land w/325' of frontage on the L.I. Sound
SALE DATE:	02/10/23 LIBER: 13207 PAGE: 508
PRICE:	$3,500,000 or $97,765/acre
GRANTOR:	Maria Kapsalis, Trustee
GRANTEE:	RD Pilesgrove, LLC
LAND AREA:	35.80 acres; Zoning: RA-80 2-acre residential.
DESCRIPTION:	This sale involves the purchase of a multi-acre parcel of vacant land situated within a mixed agricultural and single-family residential use neighborhood. The property is rectangular shaped, is cleared and wooded in parts, is generally level throughout but then rises upward towards the northerly end of the lot terminating on the bluffs fronting the adjacent Sound. The site is on grade with the abutting street and surrounding properties. The land was sold without any subdivision approvals in place but was marketed and sold as having subdivision potential. All utilities common to the area are available to the site. The property is located within the Riverhead School District.
SOURCE:	Sourced on MLS and was confirmed with the NYSORPTS Sale Web website and with the listing agent. The property was on the market for 2+ months and sold at a 22% discount from the last asking price.

TAX MAP – COMPARABLE SALE #1



AERIAL PHOTOGRAPH - COMPARABLE SALE #1

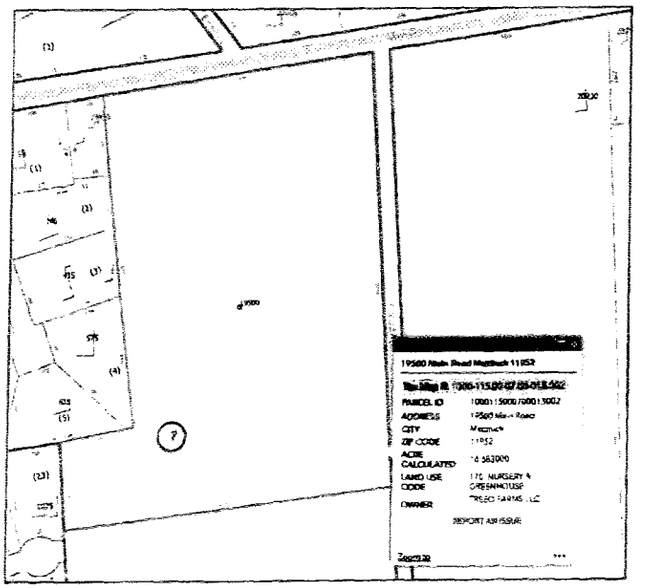


COMPARABLE SALE #2

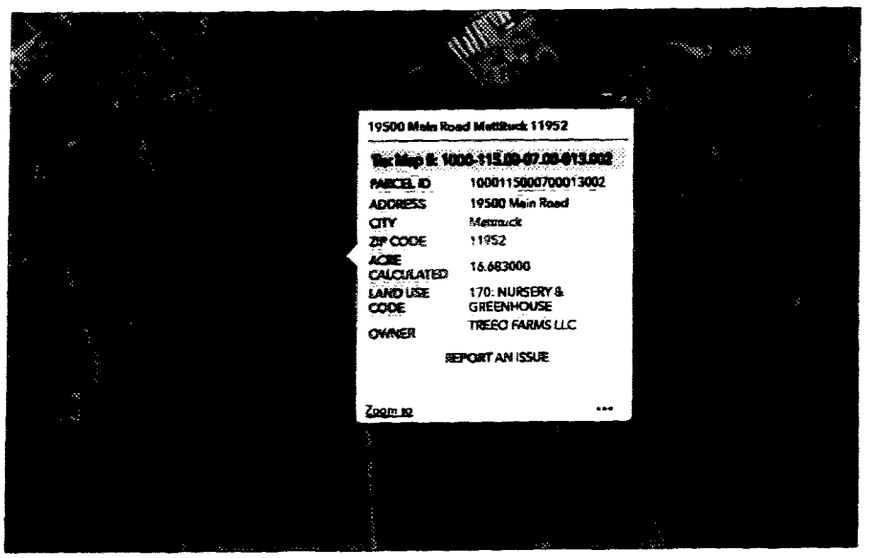


LOCATION:	19500 Main Road – Mattituck, NY 11952
LEGAL ID:	1000-115-7-13.002
TYPE:	Multi-acre, vacant residential site
SALE DATE:	12/27/23 LIBER: 13245 PAGE: 478
PRICE:	$1,700,000 or $101,311/acre
GRANTOR:	Frederick Koehle
GRANTEE:	McCall Family Holdings
LAND AREA:	16.78 acres; Zoning: AC; 2-acre residential.
DESCRIPTION:	This sale involves the purchase of a multi-acre parcel of vacant land situated within a mixed agricultural and single-family residential use neighborhood. The property is rectangular shaped, is cleared, and was planted in part with grape vines. The site is on grade with the abutting streets and surrounding properties. The land was sold without any subdivision approvals in place but was marketed and sold with development rights in intact. All utilities common to the area are available to the site. The property is located within the Mattituck-Cutchogue School District.
SOURCE:	Sourced on MLS and was confirmed with the public record, the NYSORPTS Sale Web website, and with the listing agent. The property was on the market for 3.60 months and sold for a 6.25% premium above the last asking price.

TAX MAP – COMPARABLE SALE #2



AERIAL PHOTOGRAPH - COMPARABLE SALE #2

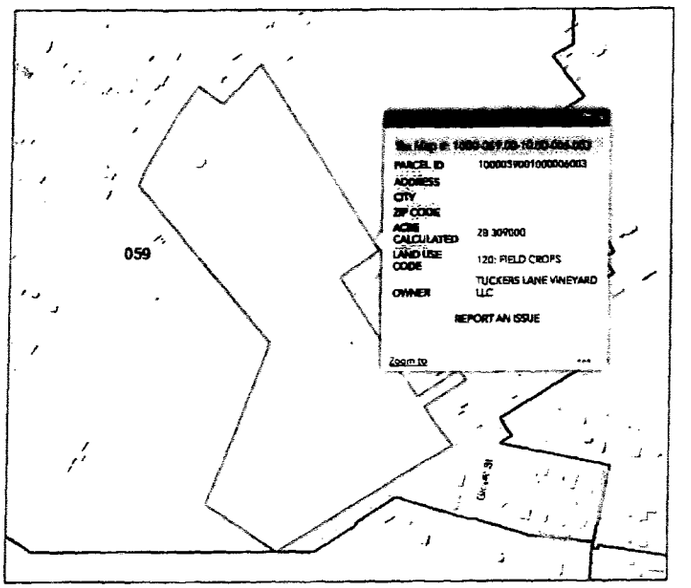


COMPARABLE SALE #3

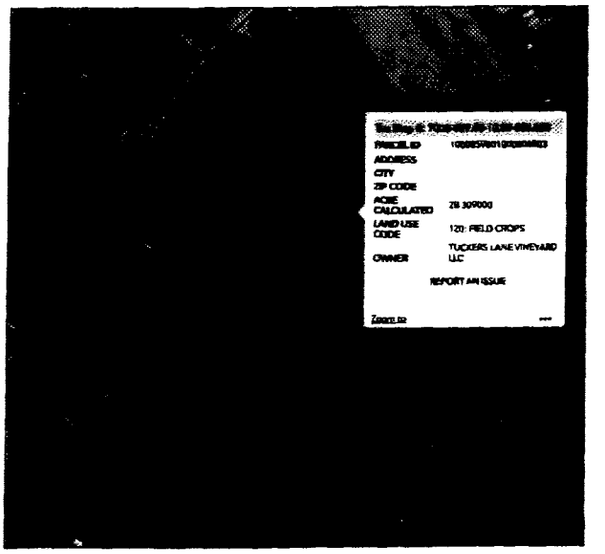


LOCATION:	S/W/C Tuckers Lane & CR-48 – Southold, NY 11971
LEGAL ID:	1000-59-10-6.003
TYPE:	Multi-acre, vacant residential land parcel
SALE DATE:	9/26/24 LIBER: 13269 PAGE: 429
PRICE:	$3,150,000 or $111,268/acre
GRANTOR:	Donna Dzugas Smith
GRANTEE:	Tuckers Lane Vineyard
LAND AREA:	28.31 acres; Zoning: AC; 2-acre residential.
DESCRIPTION:	This sale involves the purchase of a multi-acre parcel of vacant land situated within a mixed agricultural and single-family residential use neighborhood. The property is irregularly shaped, is cleared, and was planted in part with grape vines. The site is on grade with the abutting streets and surrounding properties. The land was sold without any subdivision approvals in place but was marketed and sold with development rights in intact. All utilities common to the area are available to the site. The property is located within the Southold School District.
SOURCE:	Sourced on MLS and was confirmed with the public record, the NYSORPTS Sale Web website, and with the listing agent. The property was on the market for 2.00 months and sold at an 8.70% discount from the last asking price.

TAX MAP – COMPARABLE SALE #3



AERIAL PHOTOGRAPH - COMPARABLE SALE #3

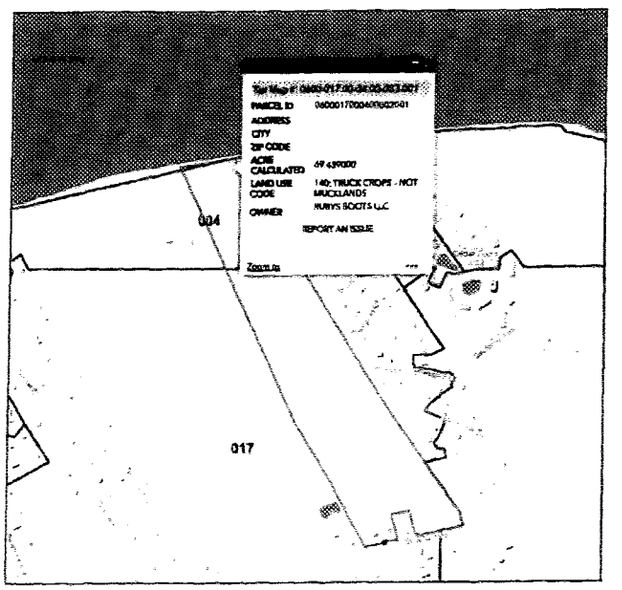


COMPARABLE SALE #4

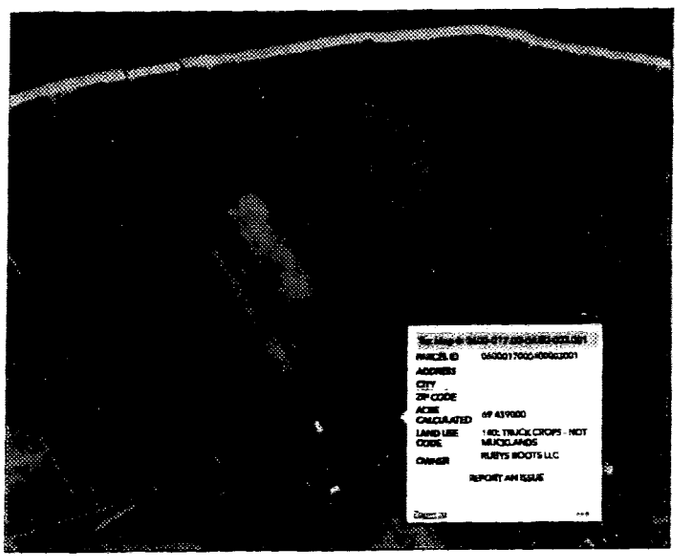


LOCATION:	N/Side of Sound Avenue (#3652) – Riverhead, NY 11901
LEGAL ID:	600-17-4-3.001
TYPE:	Multi-acre, vacant residential land w/540' of frontage on the L.I. Sound
SALE DATE:	12/12/24 LIBER: 13283 PAGE: 101
PRICE:	$8,250,000 or $118,876/acre
GRANTOR:	Youngs Farm Associates LTD Partnership
GRANTEE:	Rubys Boots, LLC
LAND AREA:	69.40 acres; Zoning: RA-80; 2-acre residential.
DESCRIPTION:	This sale involves the purchase of a multi-acre parcel of vacant land situated within a mixed agricultural and single-family residential use neighborhood. The property is rectangular shaped, is cleared and wooded in parts, is generally level throughout but then rises upward towards the northerly end of the lot terminating on the bluffs fronting the adjacent Sound. The site is on grade with the abutting street and surrounding properties. The land was sold without any subdivision approvals in place but was marketed and sold as having development rights intact. All utilities common to the area are available to the site. The property is located within the Riverhead School District.
SOURCE:	Sourced on Property Navigator Sales Services and was confirmed with the public record.

TAX MAP – COMPARABLE SALE #4



AERIAL PHOTOGRAPH - COMPARABLE SALE #4



QUALIFICATIONS OF THE APPRAISER

QUALIFICATIONS OF JOHN S. GOESS
CERTIFIED GENERAL REAL ESTATE APPRAISER
STATE OF NEW YORK #46-8631

- ***New York State Supreme Court & Federal Bankruptcy Court - Qualified Expert Witness Real Estate Related Matters – Testified at trial on numerous occasions involving real estate related matters.***
- ***Nassau County, New York – Department of Real Estate, Planning & Development, Department of Assessment and Office of the County Attorney – Approved Appraiser***
- ***Cities of Long Beach and Glen Cove, New York – Approved Appraiser***
- ***Villages of Garden City, Hempstead, Floral Park, Valley Stream & Lynbrook – Approved Appraiser***
- ***New York State Department of Transportation – Accredited Right of Way Appraiser***
- ***New York State Department of Environmental Conservation – Approved Appraiser***
- ***State University of New York at Stony Brook – Approved Appraiser***
- ***Suffolk County, New York, Department of Environment and Energy, Division of Real Property Acquisition & Management – Approved Appraiser***
- ***Suffolk County Water Authority – Approved Appraiser***
- ***Townships of Brookhaven, East Hampton, Islip, North Hempstead, Oyster Bay, Southampton, Southold and Riverhead, New York – Approved Appraiser***
- ***Nature Conservancy – Approved Appraiser***
- ***The Trust for Public Land – Approved Appraiser***
- ***Fordham University School of Law Continuing Legal Education, New York – Approved Instructor***
- ***Approved Appraiser - U.S. Army Corp of Engineers.***
- ***Expert Zoning Consultant – Expert reports prepared and/or testimony given in hearings before the Townships of Babylon, Huntington, Riverhead, Smithtown & Oyster Bay, New York; Villages of the Branch, Freeport, Lindenhurst, Lynbrook, New Hyde Park, Port Jefferson, Valley Stream & Westhampton Beach, New York; City of Long Beach, New York***
- ***37+ years of experience appraising properties in the Long Island/Metro NY area***

Education

New York State Certified General Appraiser: License #46-8631 – New York State has a mandatory program of continuing education for all licensed and certified appraisers. I have met these continuing education requirements.

Prior to the foregoing, my studies included.

- Gettysburg College, Gettysburg, Pennsylvania: B.A. in Business Management
- Commissioned Officer (Lieutenant) United States Army 1987 – Active-Duty Ordnance Officer 16th Ordnance Battalion, Aberdeen Proving Grounds, Aberdeen, Maryland; U.S. Army Reserves 1988-1995
- Numerous basic and advanced appraisal courses taken through the former Society of Real Estate Appraisers and currently through the Appraisal Institute
- Ongoing continuing education courses, seminars, and Appraisal Institute Courses

QUALIFICATIONS OF JOHN S. GOESS

(Continued)

Experience

1988-1990:	Joseph J. Donovan Associates, Inc. Commercial Property Appraisers
1990-2006:	Vice President and Principal, Carl L. Todd Associates, Inc. Real Property Appraisers & Consultants
2005-Present:	Consultant to Lynch Appraisal, LTD. – Zoning & Valuation Matters
2006-Present:	President and Principal, John S. Goess Realty Appraisal, Inc.
2007-Present:	Consultant to Breslin Appraisal Company – Zoning Matters

Professional Affiliations

Appraisal Institute #248819

I have completed and am current with the Standards and Ethics Education Requirements of the Appraisal Institute for Associate Members.

Past Member of the New York State Condemnation Conference

Boy Scouts of America – Assistant Scout Master

Real Estate Appraisal/Consultation Services Provided For

Acquisition/Disposition	Estate Planning	Mortgage Purposes	Rental Negotiation
Condemnation	Tax Certiorari	Insurance Purposes	Market Surveys
Feasibility Studies	Zoning Matters	Casualty Loss Purposes	

HIGHLIGHT OF APPRAISED PROPERTIES ON LONG ISLAND

- Air National Guard Station, East Hills
- Amagansett Farms, 197 acres of Peconic Land Trust Property, Amagansett
- Babylon Cemetery, Babylon
- Benner Farm, East Setauket
- Beaver Dam Winter Sports Center (indoor ice rink), Mill Neck
- Champlain Creek, residential land in wetlands-buffered area (stream on site) – part of the headwaters of Champlain Creek, Islip Terrace
- Commander Oil Waterfront Terminal, Oyster Bay
- DEC – 50 acres of vacant residential and industrial zoned land, Flanders, and East Quogue & 400+ acres of multi-zoned land in Ridge, NY
- EAB Plaza Office Towers, Uniondale
- East Quogue School District – farmland for proposed school site, East Quogue
- Emanon Riding Stable, West Hempstead
- Emerald Estates, excess residential parcels outside of building envelopes, Greenlawn
- Exxon Gas Stations throughout Nassau and Suffolk Counties
- Flanders – NYSDOT – Route 24 drainage easements and road widening involving vacant land parcels situated within the Peconic Estuary
- Forrest City Daly – vacant acreage beneath the Roslyn Viaduct intended for development.
- Gyrodyne/Flowerfields - 326 contiguous acres with 19 structures totaling 246,828 sq.ft., St. James/Stony Brook (in 2002 and again in 2006)
- Knox School – 20 acres of vacant waterfront land, Nissequogue
- Li Tungsten (DEC Superfund site), Glen Cove
- Marinas, Glen Cove, New Suffolk
- Montauk Downs – 6 acres of residential vacant land involving ancient Native American burial. grounds
- New York Telephone Company (office buildings and leased land)
- Orowoc Creek, vacant residential and commercial parcels with wetlands, Islip
- Riverhead – vacant land situated within Pine Barrens Core area.
- Ross Institute Private K-12 School; Upper & Lower Campus East Hampton; Bridgehampton.
- Roosevelt Raceway Lands, Uniondale/Garden City
- Ruco Polymer Superfund site, Hicksville
- Waterfront commercial property/marina on Nautical Mile, Freeport
- Shelter Island vacant residential land/wetlands.
- Smoke Run Farm horse farm slated for building envelope retention and sale of development rights on balance of acreage, Stony Brook
- Southampton College Campus, Shinnecock Hills
- Southold Vineyards, North Road, Southold – development rights
- Spectacle Pond, valuation of upland area of site mostly covered by standing water, Nesconset.
- "Superblock" oceanfront acreage, City of Long Beach
- Swan River, vacant waterfront parcel, Patchogue
- Sweeney trailer park site, Lake Ronkonkoma
- TBG Cogen Partners (co-generation power plant), Bethpage
- Tri-Gen Power Plant, Uniondale
- Watson Avenue Wetlands, valuation of uplands portions of sites covered by standing water and/or wetlands vegetation, Babylon.

Approved Appraisers - below is a partial listing of entities which have approved and/or engaged our services:

- Brookhaven Township, NY – Department of Planning & Assessment Department
- Brandywine Senior Living Facilities.
- City of Glen Cove, NY
- City of Long Beach, NY
- Corp of Engineers; U.S Army.
- County of Suffolk, Department of Environment & Energy, Division of Real Property Acquisition & Management
- East Quogue School District, NY
- East Hampton Township, NY
- Deer Park School District, NY
- Greater Hempstead Housing Development Agency, Hempstead, NY.
- Islip Township, NY
- Law Firm – Ackerman & O'Brien – East Hampton, NY
- Law Firm - Forchelli, Curto, etal. – Mineola, NY
- Law Firm - Jaspan, Schlessinger, etal. – Garden City, NY
- Law Firm - Farrell, Fritz, etal. – Uniondale, NY
- Law Firm - Cullen & Dykman – Garden City, NY
- Law Firm – Cronin, Cronin & Harris, PC – Mineola, NY
- Law Firm - Dechert LLP – New York, NY
- Law Firm – Scher LLP – Garden City, NY
- Law Firm – Donald Pupke, Garden City, NY
- Law Firm – Herman, Katz, Cangemi & Clyne, LLC Garden City, NY
- Law Firm – Schroder & Strom, PC Mineola, NY
- Law Firm – Koeppel, Martone & Leistman, LLP – Mineola, NY
- Law Firm – Ruskin, Moscou & Faltischek, PC – Uniondale, NY
- Nassau County – Department of Assessment
- Nassau County – Department of Real Estate, Planning & Development
- Nassau County – Office of the County Attorney
- Nassau County – Office of Housing & Intergovernmental Affairs.
- Nassau University Medical Center (NUMC)
- Nature Conservancy
- New York State Department of Environmental Conservation
- New York State Department of Transportation
- North Shore School District
- Oyster Bay Township, NY
- Riverhead Township, NY
- Ross Institute – Private K through 12 Grade School – Bridgehampton & Southampton, NY
- Smithtown Township, NY
- Southampton Township, NY
- Southold Township, NY
- State University of New York at Stony Brook
- Suffolk County Water Authority
- Target Corporation
- The Trust for Public Land
- Town of Oyster Bay, NY
- Village of Floral Park, NY
- Village of Garden City, NY
- Village of Hempstead, NY
- Village of Lynbrook, NY
- Village of Valley Stream, NY

ATTACHMENT C

LAND AGREEMENT

between

COUNTY OF NASSAU

and

PECONIC LAND TRUST, INC.

Premises:

Approximately 144-Acre Parcel:

District	600
Section:	41
Block:	1
Lot:	15
Town:	Riverhead
County:	Suffolk
State:	New York

LAND AGREEMENT

This **LAND AGREEMENT** (this "**Agreement**"), made as of the date that this Agreement is last executed by the parties hereto (the "**Effective Date**"), by and between the **COUNTY OF NASSAU**, a municipal corporation located in the State of New York, having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "**County**" or "**Seller**"), and **PECONIC LAND TRUST, INC.**, a New York domestic not-for- profit corporation having an address at 296 Hampton Road, P.O. Box 1776, Southampton, NY 11969 ("**Purchaser**"). (The County and Purchaser are sometimes hereinafter collectively referred to as the "**Parties**" or individually as a "**Party**").

W I T N E S S E T H:

WHEREAS, the property is located at 3186 Sound Avenue, Riverhead, NY 11901 (the "**Premises**"); and

WHEREAS, the Premises is comprised of approximately 144.7 acres of Land (as hereinafter defined) and is approximately 6,011,280 square feet (both acreage and square footage to be verified by survey) in size and is located along the northerly side of Sound Avenue slightly east of Horton Avenue in the Hamlet of Riverhead, Township of Riverhead, County of Suffolk, State of New York in accordance with the Suffolk County Tax Map attached hereto as Exhibit A; and

WHEREAS, the Purchaser is a 501(c)(3) nonprofit organization which since its establishment in 1983 has worked with landowners and communities to preserve nearly 14,000 acres of land including 6,000 acres of farmland, 3,300 acres of woodland 2,000 acres of wetlands and upland meadows and 1,700 acres of reduced density conservation; and

WHEREAS, the Purchaser is actively pursuing various funding sources for the acquisition of the Premises. These funding sources are earmarked for preservation opportunities to ensure the preservation of farmland in perpetuity for agricultural production, the continued existence of the 4-H Camp and other related programming, as well as the preservation of the shoreline and bluffs to promote climate resiliency and the woodland for habitat protection. The sources include but are not limited to the Suffolk County Farmland and Open Space Protection Funds, 2022 New York State Environmental Bond Act Funds, New York State Environmental Protection Fund and the Town of Riverhead Community Preservation Fund (the "Funds"); and

WHEREAS, the use of the Funds to acquire the Premises will require that the respective portions of the Premises that the Funds are applied will be perpetually preserved; and

WHEREAS, the Premises consists of a residential camp, farmland, woodland, bluffs, and contains frontage on the Long Island Sound; and

WHEREAS, the Premises is situated in the Town of Riverhead's "RA-80" Residential zoning district which permits agricultural production; and

WHEREAS, the Premises has been used for several decades by the Cornell Cooperative Extension of Nassau County ("**Cornell**") as the Dorothy P. Flint Nassau County 4-H Camp, including but not limited to being used year-round as an outdoor living/learning laboratory supporting the mission and programming of Cornell (the "**4-H Camp**"); and

WHEREAS, the 4-H Camp contains a building inventory of approximately 101 structures comprised of a mix of camp cabins, washrooms, meeting centers, dining halls, staff housing, barns, and craft barns (the "Camp Facilities) all of which need significant improvements due to age and limited availability of maintenance funding; and

WHEREAS, in addition to Cornell, the Premises is also utilized by other groups throughout the year including BOCES, ROTC, Rotary Youth Leadership and others for natural resource and environmental education, forestry projects, camping, animal therapy, equine programs, and other outdoor activities; and

WHEREAS, Cornell desires to enter into a long-term lease which will allow the Camp to obtain funding to repair and upgrade camp facilities; and

WHEREAS, it is the intent and desire of the Purchaser and Cornell that the 4-H Camp will continue to operate on the Premises pursuant to a lease, more fully referenced below in Paragraph 5, with Cornell for a term of years to continue to operate the 4H Camp at the Property; and

WHEREAS, approximately 42-acres (subject to verification by survey) of the Premises is being used as a working farm that produces vegetables, flowers, garlic, herbs, apples, honey, and chicken eggs as well as a horse barn, horse shelter, sheds, coops including poultry, sheep, goats and horses (the "**Farmland**"); and

WHEREAS, the Premises is a Regional Priority Conservation Project for Long Island listed in the 2016 New York State Open Space Conservation Plan, identified as a priority Open Space Acquisition by Suffolk County on its 2012 Master List, and is also listed in the Town of Riverhead's Community Preservation Project Plan; and

WHEREAS, the Premises is also included in the Long Island Sound Watershed Regional Conservation Partnership Program (LISW-RCP) area; and

WHEREAS, the Premises is adjacent to the Peconic Land Trust's 64.4-acre McQuade Preserve, as well as the 15.2-acre Town of Riverhead Sound Avenue Nature Preserve and an additional parcel of protected farmland; and

WHEREAS, the Purchaser is partnering with Suffolk County ("**Suffolk**") to create a conservation easement to be held by Suffolk on the Farmland which will extinguish residential

development rights, keep the scenic viewshed intact, and ensure that the farmland is in active production; and

WHEREAS, the Purchaser desires to purchase the Premises from the County and continue to use the Farmland for agriculture uses, only and to utilize the 4-H Camp in accordance with Cornell's mission, including but not limited to its current camp use; and

WHEREAS, pursuant to the Nassau County Administrative Code §11-8, the County may sell real property for such consideration and upon such terms and conditions as the County Legislature may deem proper.

NOW, THEREFORE, in consideration of the covenants and restrictions and demands contained herein which are hereinafter set forth; to wit:

WITNESSETH:

1. PROPERTY. (a) Seller agrees to sell and convey to Purchaser, and Purchaser agrees to purchase from Seller, upon the terms and conditions hereinafter contained, (a) the parcel of land which is designated as District 600, Section 41, Block 1, Lot 15, located at 3186 Sound Avenue, Hamlet of Baiting Hollow, Town of Riverhead, County of Suffolk, State of New York, on the Suffolk County Land and Tax Map, and more fully described in Schedule A annexed hereto and made part hereof (the **"Land"**), (b) all buildings and improvements situated on the Land (collectively the "Buildings"), (c) all right, title and interest, if any, of Seller in and to any land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof, and all right, title and interest of Seller in and to any award made or to be made in lieu thereof and in and to any unpaid award for damages to the Land by reason of change of grade of any street; (d) the appurtenances and all the estate and rights of Seller in and to the Land and the Buildings, (e) all right, title and interest of Seller, if any, in and to the fixtures, equipment and other personal property attached or appurtenant to the Land and/or Buildings, including, without limitation, any strips or gores of land between the Land and abutting or adjacent premises that may appear on a survey of the Premises conducted by Purchaser; (f) all easements appurtenant to the Land if such easements exist, including but not limited to, privileges and rights of way and vehicle parking rights, if rights to such vehicle parking rights exist to Seller's benefit on the Premises, over adjoining premises inuring to the benefit of the Land, or the fee owner thereof, (g) all rights of use, air, mineral and subsurface rights, servitudes, licenses, tenements, hereditaments and appurtenances now or hereinafter belonging to the Land if same actually exist, (h) intentionally omitted (i) all licenses, permits, certificates of occupancy and other approvals issued by any state, federal or local authority relating to the use, maintenance or operation of the Premises, (j) all warranties or guarantees, if any, applicable to the Premises, to the extent such warranties and/or guarantees are assignable, (k) all tradenames, trademarks, service marks, logos, copyrights and good will relating to or used in connection with the operation of the Premises, and (l) all air rights (the Land, Buildings and all of the foregoing are, collectively, the **"Premises"**). Should the Purchaser desire to obtain a survey of the Premises, the procurement and preparation of such survey shall be at the sole cost and expense of the Purchaser.

2. PERMITTED ENCUMBRANCES. Seller shall convey and Purchaser shall accept fee simple title to the Premises in accordance with the terms of this Agreement, subject only to the

following (collectively, the "**Permitted Encumbrances**"):

(a) Any state of facts an accurate survey of the Premises would show, provided that such state of facts does not render title unmarketable; and

(b) All covenants, restrictions, easements, reservations and agreements of record; and

(c) All licenses and easements, if any, for public utilities and the rights of any utility company to maintain and operate lines, poles, cables and distribution boxes in, over and upon the Premises; and

(d) Encroachments of less than one (1') foot, if any, upon and affixations of less than one (1') foot, if any, to the Premises and/or the Buildings thereon, of walls, foundations or appurtenances of buildings located on adjoining property, as well as encroachments of less than one (1') foot, if any, of building walls, foundations or appurtenances, belonging to the Premises upon adjoining property, provided that with respect to encroachments belonging to the Premises upon adjoining property, Purchaser's title insurance company shall insure that such encroachments may remain so long as the walls, foundations or appurtenances which so encroach may stand;

(e) Any laws, codes, regulations or ordinances, requirements and construction preconditions (including, but not limited to zoning, building and environmental matters) as to the use, occupancy, subdivision or improvement of the Premises adopted or imposed by any governmental agency having jurisdiction, and all amendments and additions thereto now or which at Closing (as defined below in Paragraph 4) will be in force and effect and any violations of such laws, codes, regulations, ordinances, requirements and conditions other than those violations which Seller is obligated to cure under this Agreement; and

(f) Revocability or lack of right to maintain vaults, coal chutes, excavations or sub-surface equipment beyond the line of the Premises; and

(g) Consents by Seller or any former owner of the Premises for the erection of any structure or structures on, under or above any streets or roads in front of or adjoining the Premises; and

(h) The lien of real estate taxes, assessments, water and sewer charges and other charges of any kind or nature which are not due and payable prior to the Closing, subject to apportionment as provided for in this Agreement; and

(i) The standard preprinted exceptions, stipulations and exclusions from coverage contained in any certificate of title or title policy issued to Purchaser by any title company authorized to issue title insurance in the State of New York, to the extent same are not modified herein.

3. PURCHASE PRICE. (a) Purchaser shall pay to Seller for the Premises the sum of **TEN MILLION AND 00/100 DOLLARS ($10,000,000.00)** (hereinafter, the "**Purchase Price**"), to be paid as follows:

(i) Simultaneously with Purchaser's execution of this Agreement, Purchaser shall deliver the sum **of ONE HUNDRED THOUSAND DOLLARS AND 00/1000 ($100,000.00)** (to be held by the Seller in an interest-bearing account, in escrow until the Closing Date (as hereinafter defined in Paragraph 4) (the "**Deposit**" or the "**Down Payment**"). The Deposit shall be paid by bank or certified check payable to "County of Nassau" and is fully refundable for any reason or no reason. Any interest earned on the Deposit shall be paid to the same party entitled to the Deposit, and the party receiving such interest shall pay any income taxes thereon. In no event shall interest on the Down Payment be credited against the Purchase Price. If the sale of the Premises to the Purchaser is not approved by the County or the County is otherwise unable to perform its obligations under this Agreement, the County's sole liability shall be to return the Deposit to the Purchaser, without interest, whereupon this Agreement shall be null and void and of no further force and effect and neither party shall have any further liability to the other hereunder. For the sake of clarity, if the County is unable to perform its obligations under this Agreement and this Agreement is subsequently terminated by the County as a result thereof, County shall return the Deposit to the Purchaser. Nothing in the foregoing shall be deemed to prohibit Purchaser from maintaining an action for specific performance in the event of a willful default by Seller.

(iii) The sum of **NINE MILLION NINE HUNDRED THOUSAND AND 00/100 DOLLARS ($9,900,000.00)**, representing the balance of the Purchase Price to be paid upon the Closing (such term as defined below), to be paid by bank or certified check or wire transfer payable to "County of Nassau."

(b) The transfer of the Premises to the Purchasers shall be without cost or expense to the Seller. The Purchasers shall pay all recording fees, title premiums, transfer taxes and all other fees and expenses relating to the sale of the Premises.

4. CLOSING. The closing of title hereunder (the "**Closing**") shall take place no later than the date which is on or about one hundred and eighty (180) days following the execution of this Agreement by the Seller at the Seller's office at One West Street, Mineola, New York 11501, New York (the "**Closing Date**"). Notwithstanding the foregoing, the Closing Date may be extended at the mutual agreement of the Parties. Upon receipt of the balance of the Purchase Price, as aforesaid, Seller shall deliver an executed and acknowledged quitclaim deed for the Premises in statutory form for recording, sufficient to convey the fee simple title to the Premises. The deed shall contain a covenant by Seller as required by Section 13(5) of the New York Lien Law. For convenience, Seller may omit from the deed the recital of any or all of the "subject to" clauses herein contained and/or any other title exceptions, defects or objections which have been waived or consented to by Purchaser pursuant to and in accordance with this Agreement. . In the event that the Closing has not occurred within twelve (12) months from the Effective Date, then in such event Seller may terminate this Agreement on notice to the Purchaser (the "**Termination Date**"), and upon the return of the Down Payment neither party shall have any further rights or obligations hereunder. Notwithstanding the foregoing, the Parties may extend the Termination Date upon mutual agreement.

It is understood and agreed between the parties that the closing under this Contract is conditioned upon the simultaneous closing under an agreement with the County of Suffolk, as Purchasers of certain Development Rights on a portion of the Farmland ("**Related Contract**"). In the event the Related Contract is cancelled for any reason, this Contract shall also be cancelled. Upon receipt of the downpayment by Purchaser, neither party shall have any rights or obligations to the other.

5. The 4-H Camp shall continue to operate on the Property after Closing unless Cornell becomes defunct or otherwise no longer desires to operate the 4-H Camp. Within a reasonable time period subsequent to the Closing, Purchaser shall enter into a lease with Cornell for a term of years to continue to operate the 4H Camp on the Property. Such lease shall be substantially similar in form to the lease attached hereto as **Appendix A**. The provisions of this Section shall survive the termination of this Agreement.

6. MORTGAGES AND LIENS. If, at the Closing, the Premises are subject to any mortgage or mortgages, or lien or liens, other than that subject to which Purchaser has by this Agreement contracted to take title, the existence thereof shall not constitute a Title Objection (as defined in Paragraph 9 hereof) provided that such mortgage(s) or lien(s) are paid by Seller and instruments of satisfaction or discharge thereof are delivered at the Closing to be recorded at Seller's expense. At Seller's option, and upon reasonable prior notice, Purchaser shall advance from the cash balance of the Purchase Price an amount sufficient to pay said mortgage or mortgages, or lien or liens.

7. ADJUSTMENTS. It is understood between the Parties that there will be no adjustments at Closing, as Cornell currently covers the costs of taxes, water, electricity, and fuel.

9. TITLE OBJECTIONS. (a) A matter which: (i) renders title to the Premises unmarketable or uninsurable at standard title insurance rates, (ii) is not a Permitted Encumbrance, (iii) the Title Insurer, as chosen by Purchaser, (as hereinafter defined) refuses to insure, without additional premium, against collection out of or enforcement against the Premises, (iv) is not included in Paragraph 2 hereof, and (v) Purchaser does not waive in writing, is hereinafter referred to as a "**Title Objection**."

(b) Purchaser shall, within thirty (30) days from the Effective Date this Agreement, deliver to Seller's attorney an examination of title in respect of the Premises from a title company licensed or authorized to issue title insurance by the New York State Insurance Department or any agent for such title insurance company (the "**Title Insurer**"). Seller shall be entitled to adjourn the Closing for a reasonable period in order to remove any such Title Objection. The failure of Purchaser to deliver timely written notice of a Title Objection shall constitute a waiver by Purchaser of the Title Objection.

(c) If Seller shall be unable to convey title to the Premises at the Closing in accordance with the provision of this Agreement or if Purchaser shall have any other grounds under this Agreement for refusing to consummate the purchase provided for herein, Purchaser, nevertheless, may elect to accept such title as Seller may be able to convey with a credit against the monies payable at the Closing equal to the reasonably estimated cost to cure the same (up to the Maximum

Expense Amount described below), but without any other credit or liability on the part of Seller. If Purchaser shall not so elect, Purchaser, as its sole and exclusive remedy, may terminate this Agreement and the sole liability of Seller shall be to refund the Down Payment to Purchaser, together with any interest thereon. Upon such refund and reimbursement, this Agreement shall be null and void and the parties hereto shall be relieved of all further obligations and liability other than any arising under Paragraph 15 hereof. Seller shall not be required to bring any action or proceeding or to incur any expense in excess of the sum of $10,000.00 (the "**Maximum Expense Amount**") to cure any title defect or to enable Seller otherwise to comply with the provisions of this Agreement, but the foregoing shall not permit Seller to refuse to pay off at the Closing, to the extent of the monies payable at the Closing, any mortgages or liens on the Premises of which Seller has actual knowledge .

(d) The amount of any unpaid taxes, assessments, water charges and sewer rents, together with interest and penalties thereon to a date not less than two (2) business days after the Closing, and any other liens and encumbrances which Seller is obligated to pay and discharge or which are against corporations, estates or other persons in the chain of title, together with the cost of recording or filing any instruments necessary to discharge such liens and encumbrances of record, may be paid out of the proceeds of the monies payable at Closing if Seller delivers to Purchaser on the Closing Date official bills for such taxes, assessments, water charges, sewer rents, interest and penalties and instruments in recordable form sufficient to discharge any other liens and encumbrances of record. Upon request made at a reasonable time before the Closing, Purchaser shall provide at the Closing separate checks for the foregoing payable to the order of the holder of any such lien, charge or encumbrance. If the Title Insurer is willing to insure Purchaser that such charges, liens and encumbrances will not be collected out of or enforced against the Premises, and omit from policy, then Seller shall have the right in lieu of payment and discharge to deposit with the Title Insurer such funds or assurances or to pay such special or additional premiums as the Title Insurer may require in order to so insure. In such case the charges, liens and encumbrances with respect to which the Title Insurer has agreed to insure shall not be considered Title Objections.

10. At the Closing, Purchaser shall deliver a check or checks to the Title Insurer payable to the order of the appropriate recording officer of the county in which the deed is to be recorded in payment of the amount of the documentary stamps to be affixed to such deed in accordance with Article 31 of the Tax Law of the State of New York. Seller shall deliver copies of any required tax returns therefor executed by Seller. The above-mentioned check shall be a certified or official bank check. Purchaser shall sign and swear to any such true and complete tax returns and cause the Title Insurer to deliver the check or checks and the return or returns to the appropriate officer promptly after the Closing.

11. Franchise or other similar taxes against any owner or others in the chain of title shall not constitute a Title Objection and shall not give Purchaser the right to reject title by reason thereof if the Title Insurer shall agree to insure without additional premium that such taxes will not be collected out of or enforced against the Premises and omit from policy.

12. Purchaser acknowledges and represents to Seller that neither Seller nor any agent

or representative of Seller has made any statements or representations regarding the physical condition of the Premises, its zoning, its compliance with any environmental or occupational protection, pollution, subdivision or land use laws, rules, regulations or requirements, the state of title, the uses which can be made of the same, or the rents, income, expenses, operation or any other matter or thing affecting or relating to the Premises, or to any buildings or improvements thereon erected, except as expressly set forth in this Agreement and the Schedules annexed hereto. Purchaser is purchasing the Premises in its "**AS IS**" condition as of the date of this Agreement. All understandings and agreements heretofore had between the parties or their respective agents or representatives are merged in this Agreement and the Schedules annexed hereto which together fully and completely express their agreement. This Agreement has been entered into after full investigation; neither party is relying upon any statement or representation by the other unless embodied this Agreement and the Schedules annexed hereto. Without limiting the provisions of this Paragraph 12, and notwithstanding anything to the contrary contained in this Agreement, Purchaser hereby releases Seller and (as the case may be) Seller's officer, employees, and agents from any and all claims, demands, causes of actions, losses, damages, liabilities, costs and expenses (including attorney's fees, whether the suit is instituted or not), whether known or unknown, liquidated or contingent, arising from or relating to (i) any defects (patent or latent), errors or omissions in the design or construction of the Premises, whether same are the result of negligence or otherwise, or (ii) the existence of any conditions, including environmental and other physical conditions, affecting the Premises, whether same are the result of negligence or otherwise.

13. BROKERS. Purchaser represents to Seller that Purchaser did not negotiate with any brokers in connection with this transaction. Purchaser hereby agrees to indemnify, defend and hold Seller free and harmless from and against any and all claims, losses, liabilities, costs and expenses (including reasonable attorneys' fees and disbursements) resulting from any claim that may be made against Seller by any broker, or any other person claiming a commission, fee or other compensation by reason of this transaction, if the same shall arise by, through or on account of any alleged act of Purchaser or Purchaser's representatives. Seller represents to Purchaser that Seller did not negotiate with any brokers in connection with this transaction. Seller hereby agrees to indemnify, defend and hold Purchaser free and harmless from and against any and all claims, losses, liabilities, costs and expenses (including reasonable attorneys' fees and disbursements) resulting from any claim that may be made against Purchaser by any other broker, or any other person claiming a commission, fee or other compensation by reason of this transaction, if the same shall arise by, through or on account of any alleged act of Seller or Seller's representatives. The provisions of this Paragraph 13 shall survive the Closing, or if the Closing does not occur, the termination of this Agreement.

14. PERSONAL PROPERTY, FIXTURES, EQUIPTMENT. Seller represents and warrants that at the time of the Closing all fixtures, equipment and personal property included in this sale, if any, will be owned by Seller, to the extent not owned by Cornell. All fixtures, equipment and personal property attached or appurtenant to or used in connection with the Premises are included in this sale in their "**AS IS**" condition as of the date of this Agreement. Seller covenants and agrees that, between the date of this Agreement and the Closing, no fixtures, equipment or personal property included in this sale shall be removed from the Premises unless the same are replaced with similar items of at least equal quality prior to such time.

15. DEFAULT BY PURCHASER. In the event of a default by Purchaser hereunder, Seller's sole remedy shall be to retain the Down Payment, together with any interest thereon, as liquidated damages, it being agreed that Seller's damages in case of Purchaser's default might be impossible to ascertain and that the Down Payment constitutes a fair and reasonable amount of damages under the circumstances and its not a penalty, in which event this Agreement shall terminate and neither party shall have any further rights or obligations hereunder except as otherwise set forth in this Agreement.

16. NOTICES. (a) Any demand, request, consent or other notice given or required to be given under this Agreement shall be deemed to have been duly and sufficiently given only if in writing and sent as follows:

(i) by personal delivery with proof of delivery (any notice so delivered shall be deemed to have been received at the time so delivered);

(ii) by Federal Express (or other similar overnight courier) designating priority delivery (any notice so delivered shall be deemed to have been received on the next business day following receipt by the courier); or

(iii) by United States registered or certified mail, return receipt requested, postage prepaid (any notice so delivered shall be deemed to have been received on the third (3rd) business day after the delivery of any such notice to the United States Postal Registry Clerk);

(b) All notices shall be addressed to the parties at the following addresses:

To Seller:	Nassau County	
	Office of Real Estate Services	
	One West Street	
	Mineola, New York 11501	
	Attention:	Mr. Kevin C. Walsh, Chief Real Estate Negotiator and Special Counsel
	Telecopy Number:	(516) 571-3986

with a copy to:

Nassau County

Office of the County Attorney

One West Street

Mineola, New York 11501

Attention: Patrick R. Gallagher, Esq.

To Purchaser:

Peconic Land Trust

296 Hampton Road

P.O. Box 1776

Southampton, NY 11969

with a copy to:

Wright & Gibbons PLLC

Att. Heather A. Wright, Esq.

48H Main Street

Westhampton Beach, NY 11978

(c) Either Party may, by notice given pursuant to the provisions of this Paragraph 16, change the person or persons and/or address or addresses, or designate an additional person or persons or an additional address or addresses, for its notices, but notice of a change of address shall only be effective upon receipt.

17. BANKRUPTCIES AND JUDGMENTS. If a search of the title discloses judgments, bankruptcies or other returns against other persons having names the same as or similar to that of Seller, Seller shall on request deliver to Purchaser an affidavit in form reasonably acceptable to the Title Insurer showing that such judgments, bankruptcies or other returns are not against Seller so that the title company will omit said item. Seller will deliver such documents and information as Purchaser's title insurance company may reasonably require to insure marketable title.

18. SURVIVABILITY. Except as otherwise expressly provided to the contrary in this Agreement, no representations, warranties, covenants or other obligations of Seller set forth in this Agreement shall survive the Closing, and no action based thereon shall be commenced after the Closing.

19. PERFORMANCE. The delivery and acceptance of the deed at the Closing, without the simultaneous execution and delivery of a specific agreement which by its terms shall survive the Closing, shall be deemed to constitute full compliance by Seller with all of the terms, conditions and covenants of this Agreement on Seller's part to be performed.

20. FOREIGN PERSONS. Seller represents to Purchaser that Seller is not a "foreign person", as that term is defined for purposes of the Foreign Investment in Real Property Tax Act, Internal Revenue Code ("IRC") Section 1445, as amended, and the regulations promulgated thereunder (collectively "FIRPTA"). At the Closing, Seller shall deliver to Purchaser a certification stating that Seller is not a foreign person, which certification shall be in the form then required by FIRPTA. If Seller fails to deliver the aforesaid certification or if Purchaser is not entitled under FIRPTA to rely on such certification, Purchaser shall deduct and withhold from the purchaser price a sum equal to 15% thereof (or any lesser amount permitted by law) and shall at Closing remit the withheld amount with the required forms to the Internal Revenue Service.

21. (a) In addition to the other items referred to in this Agreement, Seller shall make the following deliveries to Purchaser on the Closing Date:

(i) An ordinance of the Nassau County Legislature authorizing the sale and delivery of the deed as required by law; and

(ii) such other documents, instruments and agreements which are reasonably necessary or appropriate in order to consummate the transactions contemplated hereby.

(b) In addition to the other items referred to in this Agreement, Purchaser shall make the following deliveries to Seller on the Closing Date:

(i) if requested by the Title Insurer or reasonably requested by Seller, a resolution of Purchaser's Board authorizing the purchase of the Premises, together with a certificate by the secretary or other appropriate Board member of Purchaser certifying such resolution;

(ii) the Purchaser's Certificate of Incorporation and a certificate of the New

York State Department of State evidencing that the Purchaser is a corporation in good standing in the State of New York; and

(iii) such other documents, instruments and agreements which are reasonably necessary or appropriate in order to consummate the transactions contemplated hereby.

22. CONDEMNATION. Seller represents and warrants that Seller has no knowledge of pending or, to the best of its knowledge, contemplated condemnation proceedings affecting the Premises or any part thereof as of the date hereof.

23. ASSIGNMENT. Purchaser may not assign its rights and obligations hereunder without the prior written consent of Seller, except to an affiliated entity, and any purported assignment without such consent shall be null and void. Notwithstanding the foregoing, Purchaser may assign the Contract to Cornell.

24. ENTIRE AGREEMENT. This Agreement embodies and constitutes the entire understanding between the parties with respect to the transaction contemplated herein, and all prior agreements, understandings, representations and statements, oral or written, including, but not in any way limited to, any prior communications between the parties, are merged into this Agreement. This Agreement may not be modified or terminated orally or in any manner other than by an agreement in writing signed by duly-authorized representatives of all parties hereto or their respective successors in interest.

25. 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 and the Schedules annexed hereto (a) shall be governed by and construed in accordance with the laws of the State of New York and (b) shall be given a fair and reasonable construction in accordance with the intentions of the parties hereto. For purposes of construction of this Agreement, provisions which are deleted or crossed out shall be treated as if never included herein. BOTH PURCHASER AND SELLER HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.

26. APPROVALS. This document is not an offer by Seller, and under no circumstances shall this Agreement have any binding effect upon Purchaser or Seller unless and until (i) duly-authorized representatives of Purchaser and Seller shall each have executed the same and delivered executed counterparts hereof to each other and (ii) Seller has obtained all requisite approvals, including, without limitation, approval by the Nassau County Legislature.

27. SEVERABILITY. If any provision of this Agreement is invalid or unenforceable as against any person or under certain circumstances, the remainder of this Agreement and the

applicability of such provision to other persons or circumstances shall not be affected thereby. Each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

28. COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, taken together, shall constitute but one and the same instrument.

29. The warranties, representations, agreements and undertakings contained herein shall not be deemed to have been made for the benefit of any person or entity other than the parties hereto.

30. Purchaser covenants and agrees that in no event will Purchaser record or cause to be recorded this Agreement or any memorandum hereof or affidavit, assignment or other document relating to this Agreement and that if Purchaser breaches the provisions of this Paragraph, Seller shall have the option of terminating this Agreement and retaining the Down Payment as Liquidated damages in addition to any other rights that Seller may have.

31. REMEDIES. If Seller is unable to transfer title to Purchaser in accordance with this Agreement, Seller's sole obligation shall be to refund to Purchaser the Down Payment together with any interest thereon, after which neither party shall have any rights or obligations to the other and this Agreement shall be null and void except as otherwise provided in this Agreement.

32. WAIVER. No failure or delay of either party in the exercise of any right given to such party hereunder or the waiver by any party of any condition hereunder for its benefit (unless the time specified herein for exercise of such right, or satisfaction of such condition, has expired) shall constitute a waiver of any other or further right nor shall any single or partial exercise of any right preclude any other or further exercise thereof or any other right. The waiver of any breach hereunder shall not be deemed to be waiver or any other or any subsequent breach hereof.

33. PREVAILING PARTY CLAUSE. In connection with any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all costs thereof, including, without limitation, reasonable attorneys' fees and disbursements for services rendered in connection with such litigation (including appellate proceedings and post judgment proceedings).

34. If the payment made on account of the Down Payment is by check, and if such check fails collection in due course, Seller, at its option, may declare this Agreement null, void and of no force and effect, and may pursue its remedies against Purchaser upon such check or in any other manner permitted by law, such remedies being cumulative.

35. Each Party hereto agrees to take such acts and to execute, deliver and file or cause to be executed, acknowledged, delivered, recorded, or filed such further documents and instruments as may be necessary or as may be reasonably requested in order to fully effectuate the matters and transactions contemplated by this Agreement.

36. SUCCESSORS AND ASSIGNS. This Agreement is binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

37. NO ARREARS. Purchaser and any permitted assignee of Purchaser are not in arrears to Seller upon any debt or contract and are not in default as surety, contractor, or otherwise upon any obligation to Seller, including any obligation to pay taxes to, or perform services for or on behalf of, Seller.

38. CONDITIONS AND CONTINGENCY WAIVER. Anything to the contrary contained herein notwithstanding, any contingency or other condition to this Agreement, or failure by Seller hereunder, may be waived by Purchaser and Purchaser may elect to take title subject thereto.

39. CASUALTY. In the case of fire or other casualty affecting the Premises or any part thereof, Purchaser may waive all rights under Section 5-1311 of the General Obligations Law of the State of New York.

40. DUE DILIGENCE. The Parties have agreed to certain terms and conditions (the "**Due Diligence Letter**") pursuant to which the County allows the Purchaser to have access to the Premises for the purpose of conducting certain due diligence activities in connection with the Purchaser's purchase of the Premises (A copy of the Due Diligence Letter is annexed hereto as **Appendix B**). The term of the Due Diligence Letter expires ninety (90) days after the Effective Date of this Agreement (the "**Due Diligence Period**"). If the findings resulting from the Purchaser's due diligence review in conformance with the Due Diligence Letter determine that the Premises are not suitable for the Purchaser's purpose, the Purchaser shall notify the County within ten (10) days of the expiration of the Due Diligence Period. In that event, this Agreement shall be deemed cancelled. The Due Diligence Letter is hereby incorporated by reference into this Agreement.

41. **SELLER'S REPRESENTATION.** Seller makes the following representations:

a. The Premises abut or have a right of access to a public road;

b. Seller is the sole owner of the Premises and has the full right, power and authority to sell, convey and transfer the same in accordance with the terms of this contract;

c. The Premises are not affected by any exemptions or abatements of taxes;

d. Seller has no knowledge of, nor has Seller received any notice of, any pending or threatened litigation affecting the within Premises;

e. Seller has no knowledge of, nor has Seller received any notice of any pending or threatened increase in the real property tax assessment affecting the within Premises;

f. Seller has no knowledge of, nor has Seller received notice of, the existence of any toxic or hazardous materials on the within premises, as the same may be defined applicable in federal, state, or local laws, rules, and regulations regulating environmentally hazardous substances (Environmental Laws) and Seller has not placed on the Premises, nor will Seller

place on the premises before closing, any substance or substances which would constitute a violation of any one or more Environmental Laws.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date on which this Agreement is executed by Nassau County.

PECONIC LAND TRUST INC.

By: _____
Name: Matthew F. Swan
Title: Vice President
Date: 4/22/26

COUNTY OF NASSAU

By: _____
Name:
Title: Deputy County Executive
Date: _____

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

On the 22 day of April in the year 2026 before me, the undersigned, personally appeared Matthew J. Sonin, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Melanie A. Tebbens

NOTARY PUBLIC

MELANIE A TEBBENS
Notary Public - State of New York
NO. 01TE6403984
Qualified in Suffolk County
My Commission Expires Apr 4, 2027

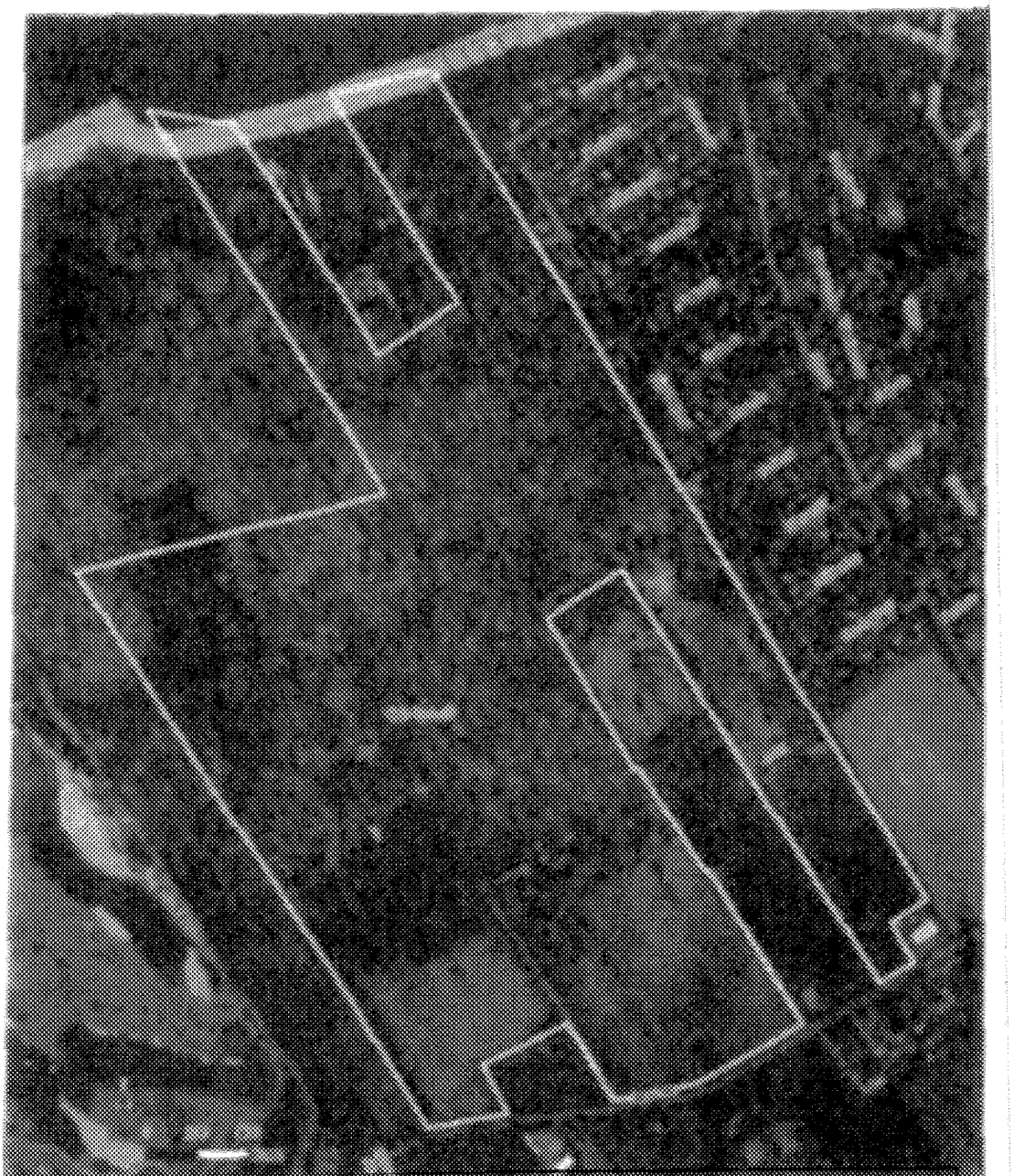
County of Nassau's Acknowledgement:

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

On the ___ day of _____ in the year 2026 before me personally came Bruce A. Blakeman to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he signed his name thereto pursuant to Section 205 of the County Government Law of Nassau County.

_____

NOTARY PUBLIC



Peconic Land Trust
296 Hampton Road / PO Box 1776
631- 283 - 3195
Prepared by: Thomas Corcoran
Prepared on: 4/24/2026
www.PeconicLandTrust.org

4H Camp - Exhibit A
Town of Riverhead, NY

SCTM#: 600-41-1-15
Acreage: 145.5 Acres
Aerial Year: 2024

Appendix A

Form Lease

THIS INDENTURE OF LEASE, dated as of the ___ day of _____, 20__between PECONIC LAND TRUST, INCORPORATED, 296 Hampton Road, PO Box 1776, Southampton, New York 11969 hereinafter referred to as "Lessor" and CORNELL COOPERATIVE EXTENSION OF NASSAU COUNTY, 5 Old Jericho Turnpike, Jericho, New York 11753, hereinafter referred to as "Lessee".

WITNESSETH:
Lessor and Lessee hereby agree to enter into an Indenture of Lease until such time as title to all or a mutually agreed upon portion of the Premises can be transferred to Lessee as follows:

SECTION 1: PREMISES

Lessor hereby leases unto Lessee and Lessee hereby hires from Lessor the ± 140 acre property known as the 4H Camp, located at 3186 Sound Avenue, Baiting Hollow, Town of Riverhead, County of Suffolk, State of New York, and further identified as SCTM# **600-41-1-15** as shown on Exhibit A (hereinafter sometimes referred to as "the Premises" or "the Demised Premises").

SECTION 2: TERM AND RENT

TO HAVE AND TO HOLD the Demised Premises, as follows:

A. The term of this lease shall commence on _____, 2026 (the "Commencement Date") (*the date of Lessor's acquisition of property*) and expire on _____, 2029.

B. The term of this lease shall be three (3) years from the Commencement Date. The Lease will be automatically renewed for one (1) year until such time that Lessee acquires title to all or a portion of the Premises.

C. Rental rate will be $10.00 (ten dollars) per annum. No security deposit will be collected.

SECTION 3: USE AND OPERATION

A. Lessee shall use and occupy the Demised Premises as and for the following uses subject to and in accordance with all rules, regulations, laws, ordinances, statutes and requirements of all governmental authorities:

(i) continued operation of the 4H Summer Camp and continued use of the property year-round as an outdoor living/learning laboratory supporting Lessee's mission and programming, including but not limited to use by BOCES, ROTC, Rotary Youth Leadership and others for natural resource and environmental education, forestry projects, camping, animal therapy, equine programs and other outdoor activities; and

(ii) for the cultivation and harvesting of bees, honey, row crops, flowers, orchards, grains and livestock including equestrian uses in accordance with State and Suffolk County agricultural district parameters.

Additional uses and activities shall require advance written permission from Lessor.

B. At all times, the Lessee shall follow sound agricultural practices (such as those acknowledged and recommended by Cornell Cooperative Extension, the Northeast Organic Farming Association-NY, the USDA or other accredited agricultural agency or institution) in using the Premises to minimize erosion, the loss of topsoil and to build up the organic matter in the soil. These practices include, but are not limited to, planting cover crops when resting land and at the end of the growing season for soil stabilization, utilizing grass strips where needed, grass waterways, minimizing cultivation, and replacement of topsoil with soil of equal quality if plant material is ever removed. If Lessee chooses not to plant a cover crop by October 1st of the growing season, or by a date mutually agreed to by Lessor and Lessee, Lessor has the right to plant a cover crop at the Lessee's expense which expense shall be additional rent under this Lease and payable by lessee on demand from Lessor.

C. Lessee covenants that the working, storage, digging or packaging of material, shall only be conducted, and the storage of related equipment shall only occur, on a temporary basis, in accordance with sound agricultural practices.

D. Lessee shall at its own cost and expense, secure any governmental licenses or permits required for the proper and lawful conduct of Lessee's uses and activities carried on at the Demised Premises at Lessee's expense.

E. Lessee covenants and agrees it will not use or permit to be used the Demised Premises in any way which will injure the reputation of the same; nor permit noise, or obnoxious odors or permit the use of microphones, loudspeakers, or other noise or sound projecting or emitting equipment outside of the Demised Premises.

F. To the extent the Premises or any portion thereof are encumbered by a Deed of Conservation Easement or Deed of Development Rights at the time the lease commences, Lessee agrees to abide by all terms of such encumbrances. Lessor shall provide copies of

any such agreements to Lessee prior to commencement of the term of this Lease, or as such agreements shall be made against the Demised Premises.

SECTION 4:

A. TAXES

Lessee shall pay, during the term of this Lease, the real property taxes and special taxes and assessments (collectively, the "taxes") attributable to the Premises and accruing during the Lease term. Lessee shall pay to Lessor said taxes upon demand but in no event later than ten (10) days after receipt of Lessor's demand for payment of such taxes.

B. OPERATING EXPENSES

The Lessor shall have no obligation to provide any services, perform any acts or pay any expenses, charges, obligations or costs of any kind whatsoever with respect to the Premises, and Lessee hereby agrees to pay one hundred percent (100%) of any and all Operating Expenses as hereafter defined for the entire term of the Lease and any extensions thereof in accordance with specific provisions herein set forth. The term Operating Expenses shall include all costs to Lessor of operating and maintaining the Demised Premises and related parking areas, and shall include without limitation, real estate and personal property taxes and assessments, heating, electricity, water, waste disposal, septic system, lawn care, snow removal repairs repaving security insurance the cost of contesting the validity or applicability of any governmental acts which may affect operating expenses and all other direct operating costs of operating and maintaining the Demised Premises, unless expressly excluded from Operating Expenses.

Operating Expenses shall not include interest and principal payments or mortgages and other debt costs, any cost or expense (or portion thereof) for which Lessor is reimbursed, whether by insurance or otherwise.

SECTION 5: EXISTING BUILDINGS

It is understood and agreed that all buildings, furnishings, improvements, facilities, systems and other property heretofore erected or placed upon the Demised Premises by the Lessee or which may hereafter be erected or placed thereon by the Lessee, are the sole property of the Lessee and the Lessee shall not lose Lessee's right, title and interest therein. Accordingly, Lessee acknowledges and agrees that Lessor shall have no obligations or responsibilities with respect to the repair, maintenance, restoration or rebuilding thereof.

It is further mutually covenanted and agreed by and between the parties hereto, that the Lessee, at the end of the term herein granted, or any renewal or extended period thereof, may within ninety (90) days thereafter remove and carry away all buildings, furnishings, improvements, facilities, systems and alterations hereto or hereafter made by the Lessee upon the said Premises provided, however, that the Lessee shall not remove trees or shrubbery to facilitate such removal, without the prior written consent of the Lessor. Lessee shall be responsible for any substantial damage to trees, woodland or shrubbery resulting from Lessee's removal of such buildings, furnishings, improvements, facilities, systems and alterations.

Lessee shall have the right to demolish and remove Lessee's buildings and structures during the term of the Lease. Lessee shall obtain all required permits and approvals for such demolition and Lessee shall be responsible for any damage to trees, shrubbery or woodland resulting from the demolition or removal of Lessee's buildings and structures. Lessee shall not remove trees, shrubbery or woodland when removing buildings or structures without the prior written consent of Lessor.

SECTION 6: INSURANCE

A. Lessee covenants to provide on or before the commencement of the Lease Term and to keep in force during the Lease Term: (i) a policy of fire and extended coverage insurance with vandalism and malicious mischief endorsements, coverage with respect to increased costs due to building ordinances, demolition coverage, and boiler and machinery insurance in each case to the extent of at least 100% of full replacement value; (ii) commercial general liability insurance relating to the Demised Premises and all structures, improvements and appurtenances with per occurrence limit with minimum limits of liability in the amount of Two Million ($2,000,000.00) Dollars for bodily injury, personal injury or death to more than one person and damage to property; (iii) abuse and molestation coverage with minimum limit of liability in the amount of One Million ($1,000,000.00) per occurrence; (iv) Workers' Compensation insurance as required by the State of New York, with Statutory Limits, and Employer's Liability Insurance with limits of no less than $1,000,000 per accident for bodily injury or disease and (v)$5,000,000 Umbrella Policy.

B. Original policies thereof to be delivered to Lessor naming Lessor as additional insured, in default of which, Lessor may procure such insurance at the cost and expense of the Lessee to be deemed additional rental hereunder, payable on demand. Lessee agrees to deliver to Lessor at least fifteen (15) days prior to the time such insurance is first required to be carried by Lessee, and thereafter at least fifteen (15) days prior to the expiration of any such policy, certificates of insurance and true copies of all policies procured by Lessee in compliance with its obligations hereunder, together with evidence

of payment therefore and including an endorsement which states that such insurance may not be cancelled except upon thirty (30) days written notice to Lessor and any designee(s) of Lessor. All of the aforesaid insurance shall be issued in the name of Lessee and naming Lessor as their interests may appear, and shall be written by one or more responsible insurance companies satisfactory to Lessor; all such insurance may be carried under a blanket policy covering the Premises and any other of Lessee's premises and shall contain endorsements that (1) such insurance may not be cancelled or amended with respect to Lessor or its designee(s) except upon thirty (30) days written notice as provided herein to Lessor and such designee(s) by the insurance; (2) Lessee shall be solely responsible for payment of premiums and that Lessor or its designee(s) shall not be required to pay any premiums for such insurance;(3) in the event of payment of any loss covered by such policy, Lessor or its designee(s) shall be paid first by the insurance company for its loss, if any. The minimum limits of the comprehensive general liability policy of insurance shall in no way limit or diminish Lessee's liability under Section 15 hereof. Lessee shall also procure and maintain a policy of property insurance to protect Lessee's personal property.

C. All insurance provided in this Section 6 shall be affected under valid and enforceable policies issued by insurers of recognized responsibility that are licensed to do business in the state of New York.

SECTION 7: FIRE INSURANCE RATE AND REQUIREMENTS

A. Lessee agrees, at its own cost and expense, to comply with the rules and regulations of the NewYork Property Insurance Underwriting Association or similar body having jurisdiction over the Premises. If, at any time and from time to time, as a result of or in connection with any failure by Lessee to comply with the foregoing sentence or any act of omission or commission by Lessee, its employees, agents contractors or licensees, the fire insurance rate(s) applicable to the Demised Premises, and/or to the contents in any or all of the aforesaid properties (including rent insurance relating thereto) shall be higher than that which would be applicable for the type of occupancy demised therein, Lessee will pay to Lessor, on demand, as Additional Rental such portion of the premiums for fire insurance policies in force with respect to the aforesaid properties including rent insurance relating thereto) and the contents of any occupant thereof as shall be attributable to such higher rate(s). If Lessee installs any electrical equipment that overloads the lines in the Demised Premises or the buildings on the Demised Premises, Lessee shall, at its own cost and expense, promptly make whatever changes are necessary to remedy such condition and to comply with all requirements of the Lessor and the New York Property Insurance Underwriting Association and any similar body and any governmental authority having jurisdiction thereof. For the purposes of this paragraph, any finding or schedule of the New York Property

Insurance Underwriting Association having jurisdiction thereof shall be deemed to be conclusive.

B. In the event that this Lease so permits and Lessee engages in the preparation of food or packaged foods or engages in the use, sale or storage of inflammable or combustible material, Lessee shall install chemical extinguishing devices (such as Ansul) approved by the New York Property Insurance Underwriting Association and shall keep such devices under service as required by such organization.

C. If gas is used at the Premises, Lessee shall install gas cut-off devices as provided by Code.

SECTION 8: CONDEMNATION

A. Total or Substantial Partial Condemnation: If the whole of the Premises shall be taken for any public or any quasi-public use under any statute or by right of eminent domain, or by private purchase by any governmental authority in lieu thereof, then this Lease shall automatically terminate as of the date that title shall be taken. If so much of the Premises shall be taken as in both Lessor's and Lessee's reasonable opinions to render the remainder thereof unusable for the purposes for which the Premises were leased, either Lessor or Lessee shall have the right to terminate this Lease on thirty (30) days' notice to the other given within ninety (90) days after the date of such taking. In the event that this Lease shall terminate or be terminated, the Rental(s) shall, if and as necessary, be equitably adjusted.

B. Partial Taking Where Lease Unaffected: If any part of the Premises shall be so taken and this Lease shall not terminate or be terminated under the provisions of paragraph "A" hereof, then the Fixed Annual Rental shall be equitably apportioned according to the demised space so taken, and Lessor shall, at its own cost and expense, restore the remaining portion of the Premises, and shall make all repairs to the Premises to the extent necessary to constitute the remaining portion of the Premises a complete architectural unit, provided that the cost thereof shall not exceed the net proceeds of the condemnation award actually received and retained by Lessor.

C. Disposition of Proceeds: All compensation awarded for any taking (or the proceeds of private sale under threat thereof) whether for the whole or a part of the leased Premises shall be the property of Lessor, whether such award is compensation for damages to Lessor's or Lessee's interest in the leased Premises, and Lessee hereby assigns all of its interest in any such award to Lessor; provided, however, Lessor shall have no interest in any award made to Lessee for the taking of Lessee's fixtures or personal property at the

Premises and any relocation or moving expenses if a separate award for such items is made to Lessee.

D. Separate Claim: Nothing herein shalal be deemed to prohibit Lessee from making a separate claim against condemnor, to the extent permitted by law, for the value of Lessee's movable fixtures, machinery, equipment and moving expenses, provided that the making of such claim shall not and does not diminish Lessor's award.

SECTION 9: LESSOR'S LIABILITY

There shall be no liability on the part of the Lessor for any damage or injury to any property, fixtures, furniture or decorations or to any person or persons at any time at the Demised Premises, by reason of steam, gas, electricity, water, rain or snow, which may escape, leak or seep into, issue or flow from any part of the Demised Premises, or from the pipes or plumbing of any building, or from the street or cellar or sub-surface, or from any other place or quarter, and the Lessee hereby agrees to hold the Lessor harmless in any of the foregoing respects. Nothing contained herein, however, shall be deemed to exempt Lessor from its own acts of negligence or willful misconduct.

SECTION 10: ENTRY TO PREMISES BY LESSOR

Entry to Premises by Lessor: Lessor shall have the right to enter the Premises at all reasonable times for the purpose of: (a) inspecting the same, and (b) making any repairs to the Premises and performing any work therein that may be necessary by reason of Lessee's default under the terms of this Lease continuing beyond the applicable notice and period of grace, and (c) exhibiting the Premises for the purposes of sale, ground lease, or mortgage and (d) exhibiting the Premises to prospective Lessees. Nothing in this Lease shall imply any duty on the part of Lessor to do work which, under any of the provisions of this lease Lessee may be required to perform, and the performance thereof by Lessor shall not constitute a constructive eviction or a waiver of Lessee's default.

SECTION 11: COVENANT AGAINST LIENS

Lessee shall not do any act, or make any contract that may create or be the foundation for any lien or other encumbrance upon any interest of Lessor or any ground or underlying Lessor. If, because of any act or omission (or alleged act or omission) of Lessee, any mechanic's or other lien, charge or order for the payment of money or other encumbrance shall be filed against Lessor and/or any ground or underlying lessor (whether or not such lien, charge, order or encumbrance is valid or enforceable as such), Lessee shall, at its own cost and expense, undertake same to be discharged of record or bonded within forty-five (45) days after notice to Lessee of the filing thereof: and Lessee shall indemnify and save

harmless Lessor and all ground and underlying lessor(s) against and from all reasonable costs, liabilities, suits, penalties, claims and demands, including reasonable counsel fees resulting therefrom. If Lessee fails to comply with the foregoing provisions, Lessor shall have the option on ten days prior notice to Lessee of discharging or bonding any such lien, charge, order or encumbrance, and Lessee agrees to reimburse Lessor for all reasonable costs, expenses and other sums of money in connection therewith (as Additional Rent) with interest thereon promptly upon demand. All material men, contractors, artisans, mechanics, laborers and any other persons now or hereafter contracted with Lessee for the furnishing of any labor, services, materials, supplies or equipment with respect to any portion of the Demised Premises, at any time from the date hereof until the end of the Demised Term, are hereby charged with notice that they must look exclusively to Lessee to obtain payment for same and Lessee shall so advise said workmen prior to the work commencing.

SECTION 12: LESSEE'S ADDITIONAL AGREEMENTS

1. Affirmative Obligations:
Lessee agrees, at its own cost and expense to:

A. Keep the Premises in a neat and clean condition.

B. Promptly comply with all laws, ordinances, rules and regulations of governmental authorities, including zoning laws and building codes and insurance underwriters, and any other organization exercising similar functions, affecting the Demised Premises. Lessee shall be obligated to comply with any such laws, ordinances, rules or regulations and to make any changes of any nature whatsoever in or to the Demised Premises in order that the Demised Premises comply with such laws, ordinances, rules or regulations.

C. Pay when and as due all license fees, permit fees and charges of a similar nature for the conduct by Lessee or any concessionaire or sublessee of any business or undertaking authorized hereunder to be conducted in the Premises.

D. Lessee agrees it is solely responsible for the removal of garbage and debris which may accumulate and that all garbage shall be bound neatly and firmly in suitable containers and thereafter shall be placed in a container of the type supplied by carting companies for the purposes of accumulating garbage, (for example, a "dumpster"). Further, Lessee shall be responsible for the prompt and regular removal of its garbage and debris at Lessee's cost and expense and that the area or areas surrounding the storage of garbage and debris subject to collection shall be made clear of refuse upon the ground and shall be maintained daily by the Lessee to ensure against collection or accumulation thereof.

In the event of the failure of the Lessee to generally comply with this regulation or any part thereof, in the sole discretion of the Lessor, the Lessor may engage whatever services may be necessary to maintain the Premises in a suitable degree of cleanliness and freedom from debris. Such additional services shall, if performed by the Lessor, constitute the basis of an additional charge and be collectible as rent and as provided for the collection of any other additional charges set forth in this lease.

E. Lessee shall maintain and make all repairs to the Demised Premises of any nature whatsoever and is responsible for the maintenance and repair of all structures, furnishings and improvements at the Demised Premises at Lessee's sole cost and expense and Lessee shall keep same in good order and repair. Lessee shall not remove or substantially damage trees, shrubbery or woodland when maintaining and repairing structures and shall be responsible for any loss of substantial damage to same.

F. Lessee is responsible for all landscape maintenance and shall continue same based on Lessee's historical mode of landscape maintenance. Lessee shall not cut, harvest or remove trees, shrubs or other vegetation on the Premises, except to clear and restore trees and forest cover that is or has been dead, damaged, diseased or destroyed.

SECTION 13: WAIVER OF TRIAL BY JURY, COURT ACTIONS, ATTORNEYS FEES AND COSTS

Lessor and Lessee do hereby waive trial by jury in any action, proceeding or counterclaim brought by either against the other upon any matters whatsoever arising out of or in any way connected with this Lease, Lessee's use or occupancy of the Premises.
If, upon failure of either party to comply with any of the covenants, conditions, rules or regulations of this lease, a lawsuit is brought for damages on account or to enforce payment of Rent, or to recover possession of the Premises, or to enforce any provision hereof, the losing party agrees to pay to the prevailing party reasonable costs and expenses and attorneys' fees incurred, as determined by a court of competent jurisdiction.

SECTION 14: RIGHT OF REDEMPTION

Lessee waives any and all rights of redemption conferred by statute or otherwise, to the extent legally authorized, upon the expiration or sooner termination of the Demised Term, or upon the entry of final non-appealable judgment for recovery of possession through any action or proceeding.

SECTION 15: LESSEE TO CONFORM TO LAWS

The Lessee shall promptly, at the Lessee's own cost and expense, comply with all statutes, ordinances, rules, orders, regulations and requirements of Federal, State, County, town or local governments, or of any of their departments or bureaus in connection with and arising from the use by the Lessee of the Demised Premises or the conduct of the Lessee's business at the Demised Premises, including but not limited to such statutes, ordinances, rules, orders, regulations and requirements pertaining to the hiring and/or employment of individuals for the conduct of Lessee's business at the Demised Premises, whether or not same are directed to the Lessor or the Lessee, provided, however, that the Lessee shall have the right to contest any such statutes, ordinances, rules, orders, regulations or requirements in any court of Law or equity having jurisdiction over the same. In such event, Lessee agrees to indemnify Lessor and save Lessor harmless from any such contest.

SECTION 16: SURRENDER OF PREMISES

A. On the last day or sooner of termination of the Lease Term, Lessee shall quit and surrender the Premises in good condition and repair (reasonable wear and tear and damage by Acts of God, fire or standard extended coverage perils excepted), together with all alterations, additions and improvements which may have been made in, on, or to the Premises. Lessee shall have no obligation to restore the Demised Premises to the condition in which it was originally delivered to Lessee. Lessee shall, on or before the end of the Demised term, remove from the Premises all its property, and any or all of such property not so removed shall, at Lessor's option, be deemed the exclusive property of Lessor or be disposed of by Lessor, at Lessee's cost and expense, without further notice to or demand upon Lessee. If the Premises are not surrendered as and when aforesaid, Lessee shall indemnify Lessor against loss or liability resulting from the delay by Lessee in so surrendering the Premises, including, without limitation, any claims made by any succeeding occupant founded in such delay. Lessee's obligations under this Section shall survive the expiration or sooner termination of the Lease Term. Lessee shall be required, prior to termination of Lease and/or surrender of Premises, to notify any owner (other than itself) of property located in the Premises, to remove same prior to the surrender of Premises and/or termination of the Lease, whichever the sooner shall occur.

B. This Lease shall terminate and shall become null and void, without further notice upon the expiration of the term herein; specified, and any holding over by Lessee after such expiration shall not constitute a renewal hereof or give Lessee any rights under this lease. If Lessee shall hold over for a period after the expiration of said term, Lessor may, at its option, exercised by written notice to Lessee, treat Lessee as a Lessee from month to month commencing on the first day following the expiration of this Lease subject to the terms and conditions herein contained. If Lessee fails to surrender the leased Premises upon the expiration of the Lease despite demand to do so by Lessor, Lessee shall indemnify and hold Lessor harmless from all loss or liability, including without limitation,

any claims made by any succeeding Lessee founded on or resulting from such failure to surrender.

SECTION 17: INDEMNITY

Lessee agrees to indemnify and save Lessor and any ground and underlying Lessor(s) of the Premises harmless to the fullest extent permitted by law from and against any and all claims, demands, suits, actions or inactions (except such as result from the negligence of Lessor, or any such ground or underlying lessor(s) or their respective agents, contractors, servants or employees) for, or in connection with, any accident, injury or damage whatsoever caused to any person or property arising directly or indirectly, out of the business conducted in the Premises or occurring in, on, or about the Premises or any part thereof or on the sidewalks adjoining the same, or arising directly or indirectly, from any act or omission of Lessee or any concessionaire or subtenant or their respective licensees, servants, agents, employees or contractors, and from and against any and all costs, expenses and liabilities incurred in connection with any such claim or proceeding brought thereon. The comprehensive general liability coverage maintained by Lessee pursuant to Section 6 shall specifically insure the contractual obligations of Lessee as set forth in this Section 17. The foregoing notwithstanding, Lesse's obligation under this Paragraph 17 to indemnify Lessor shall not extend to such costs and expenses incurred in defending an action brought by Lessee to enforce the terms of this Lease or where there is a court determination that Lessor failed to perform its obligations under this Lease. Lessor covenants at all times to save Lessee harmless from all loss, liability, cost, expense or damages that Lessee may incur or which may be claimed with respect to any persosn or persons, corporation, or property on or about the Premises or resulting from any act done or omission by or through the Lessor, its agents, employees, invitees, or any person on the Premises by reason of Lesssor's use. This indemnification by Lessor of Lessee shall survive the termination of this Lease.

SECTION 18: BANKRUPTCY-INSOLVENCY

A. Lessee agrees that if the estate created hereby shall be taken upon execution, attachment or any other process of law, or if Lessee shall be adjudged a bankrupt or insolvent, or any receiver or trustee shall be appointed for the business or property for the benefit of creditors, or if Lessee shall file a voluntary petition in bankruptcy, or apply for reorganization, composition, extension or other arrangement with its creditors under any federal or state law now or hereafter enacted, and any such process, assignment, action or proceeding be not vacated or set aside within thirty (30) days thereafter, then each of the foregoing shall be deemed an Event of Default for the purposes of Section 19 and Lessee shall remain liable as provided in said Section 19. For the purpose of this Section 18, the term "Lessee" shall be deemed to include the guarantor, if any, of this Lease.

B. It is stipulated and agreed that in the event of the termination of this Lease pursuant to A hereof, Lessor shall notwithstanding any other provisions of this Lease to the contrary, be entitled to recover from Lessor as and for liquidated damages an amount equal to the difference, if any, between the minimum annual rent reserved for the unexpired portion of the term Demised and the then fair and reasonable rental value of the Demised Premises for same period. In the computation of such damages the difference between any installment of rent becoming due after the date of termination and the fair and reasonable rental value of the Demised Premises for the period for which such installment was payable shall be discounted to the date of termination at the rate of four (4%) percent per annum or such higher percentage as shall be allowed by law. If such Premises or any part thereof be re-let by the Lessor for the unexpired term of said Lease, before presentation of proof of such liquidated damages to any court, commission or tribunal, the amount of rent reserved upon such re-letting shall prima facie be deemed to be the fair and reasonable rental value for the part of the whole of Premises so re-let during the term of the re-letting.

SECTION 19: DEFAULT OF LESSEE

A. The following shall be defined and deemed as an "Event of Default": (a) any failure of Lessee to pay any rental, additional rental, taxes or other sum of money due five (5) days after notice of same is sent to Lessee; or (b) any failure of Lessee to correct any default with respect to Section 3 within twenty (20) days after the notice of such default shall have been served upon Lessee, or (c) any failure of Lessee to perform any other of the terms, conditions, or covenants of this Lease to be observed or performed by Lessee for more than fifteen (15) days after notice of such defaults shall have been served upon Lessee, or such longer period if such default cannot reasonably be cured within such time period, but Lessee commences to cure such default within such time period and diligently pursues such cure thereafter; or (e) if by operation of law any interest of Lessee shall pass to another and not revert to Lessee within twenty (20) days thereafter; or (g) upon the occurrence of an Event of Default as defined in any other Section of this Lease.

B. Upon the occurrence of any Event of Default, Lessor shall, after ten (10) days prior notice, have the right to invoke any right and remedy allowed at law or in equity by statute or otherwise. Should the Lessor at any time terminate this Lease for any breach, in addition to any other remedies it may have, it may seek to recover from Lessee all damages it may incur by reason of such breach, including the cost of recovering the leased Premises, reasonable attorney's fees, as determined by a court of competent jurisdiction, and including the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Lease for the remainder of the term over the then reasonable rental value of the leased Premises for the remainder of the term,

all of which amounts shall be immediately due and payable from Lessee to Lessor. If default consists in whole or in part of Lessee's failure to expend funds, Lessor may, but shall not be obligated to, make necessary expenditures for the account of Lessee who shall upon demand reimburse Lessor there for with interest. The prompt payment of rent on the dates specified herein is a condition and of the essence of this Lease It is expressly understood and agreed that the provisions of this Section "19" shall not be construed to limit or impair any other right, claim or remedy to which Lessor may be entitled at law or in equity in case of Lessee's default; nor shall pursuit of any of the foregoing remedies preclude pursuit of any of the other remedies provided in this lease; nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to Lessor hereunder or of any damages accruing to Lessor by reason of the violation of any of the covenants and provisions herein contained. Forbearance by Lessor to enforce one or more of the remedies herein set forth upon an event of default shall not be deemed or construed to constitute a waiver of such default.

C. Lessee hereby appoints as its agent to receive service or process of any dispossessory proceeding or any notice given by Lessor in connection with the provisions provided in this Section, the person in charge of the leased Premises at the time such service or notice is made, and if no person is then in charge of the leased Premises, then such service or notice may be made by attaching the same to the main entrance of the leased Premises, provided that a copy of any such proceedings or notice(s) shall also be mailed to Lessee as provided in this Lease.

D. Notwithstanding any provision in the Lease permitting Lessee to cure any default within a specified period of time, if Lessee shall default (i) in the timely payment of rent or additional rent, and such default shall continue or be repeated for two consecutive months or for a total of four months in any period of twelve months, or (ii) in the performance of any particular term, condition or covenant of this Lease more than six times in any period of six (6) months, then, notwithstanding that such defaults shall have been cured within the period after notice, if any, as provided in this Lease, any further similar default shall be deemed to be deliberate and Lessor thereafter may serve a written ten day notice of termination of this Lease to Lessee without affording to Lessee an opportunity to cure such further default. This lease, and the term hereof shall expire and come to an end on the date fixed in such notice of termination as if said date were the date originally fixed in this lease for the expiration hereof.

SECTION 20: LESSOR'S RIGHT TO CURE DEFAULT

If Lessee shall fail to comply fully with any of its obligations under this Lease (including, without limitation, its obligations to make repairs, maintain various policies of insurance, comply with all laws, ordinances and regulations and pay all bills for utilities), then Lessor

shall have the right, at its option, on fifteen (15) days prior notice to Lessee, except in an emergency, to cure such breach at Lessee's expense. Lessee agrees to reimburse Lessor (as Additional Rental) for all costs and expenses incurred as a result thereof together with interest thereon promptly upon demand.

SECTION 21: WAIVER

One or more waivers of any covenant or condition by Lessor or Lessee shall not be construed as a waiver of a subsequent breach of the same or any other covenant or condition, and the consent or approval by Lessor to or of any act by Lessee or vice-versa requiring Lessor's or Lessee's consent or approval shall not be construed to waive or render unnecessary Lessor's consent or approval or Lessee's consent or approval to or of any subsequent similar act by Lessee or Lessor.

SECTION 22: LESSOR'S DEFAULT

Lessor shall, in no event, be in default in the performance of any of its obligations hereunder unless and until Lessor shall have failed to perform such obligations within thirty (30) days or such additional time as is reasonably required to correct any such default after notice by Lessee to Lessor properly specifying wherein Lessor has failed to perform any such obligation.

Further, if the holder of a mortgage which includes the Premises or a ground lessor of land including the Premises notified Lessee that such holder or ground Lessor has taken over Lessor's rights under this Lease, Lessee shall not assert any right or any monetary claim against any mortgagee, or ground lessor, but shall look solely to the prior defaulting Lessor for satisfaction of such claim.

SECTION 23: PRIORITY

A. Lessor and Lessee agree that this Lease is hereby made subject and subordinate at all times, heretofore and hereinafter, to any mortgage lien, on the real property of the Demised Premises, and to all renewals, modifications, consolidations, participations, replacements and extensions thereof. The term mortgage, as used herein, shall be deemed to include trust indentures and deeds of trust. Notwithstanding the foregoing, Lessor agrees to use its best efforts to obtain non-disturbance agreement from any mortgagee or ground lessor superior to this lease permitting the continued occupancy of the Lessee pursuant to this lease so long as Lessee is not in default hereunder.

B. The aforesaid provision shall be self-operative and no further instrument of subordination shall be required by any such lessor or mortgagee. In the event Lessor

desires confirmation of such subordination, Lessee shall execute promptly and without charge therefor any certificate that Lessor may request. Lessee hereby constitutes and appoints Lessor as the Lessee's attorney- in-fact to execute any such certificate or certificates for and on behalf of Lessee. Such certificates shall also contain, at the election of the first mortgagee, an agreement whereby Lessee will attorn to said mortgagee as Lessor in the event of a foreclosure or to any party taking title through such mortgage in such event.

C. Notwithstanding the provisions of sub-paragraph "A", should any mortgagee require that this Lease be prior rather than subordinate to any such mortgage, Lessee shall, promptly upon request therefore by Lessor or such mortgagee, and without charge therefore, execute a document effecting and/or acknowledging such priority, which document shall contain, at the option of such requesting party, an attornment obligation to the mortgagee as Lessor in the event of foreclosure or to any party acquiring title through such mortgage in such event.

SECTION 24: NOTICE TO MORTGAGEE

After receiving notice from any person, firm or other entity that it holds a mortgage which includes the Demised Premises as part thereof, no notice from Lessee to Lessor shall be effective unless and until a copy of the same is given to the mortgagee under the terms of this Lease. Lessee further agrees that if Lessor shall have failed to cure the default within the time provided for in this Lease, then the mortgagee shall have an additional thirty (30) days to cure such default, or if such default cannot be cured in that time, or in such additional time as may be necessary if within such thirty (30) days any mortgagee has commenced or is diligently pursuing the remedies necessary to cure such default (including but not limited to the institution of foreclosure proceedings, if necessary, to effect such cure), in which event this Lease shall not be terminated while such remedies are being diligently pursued.

SECTION 25: ASSIGNMENT OF RENTS

With reference to any assignment by Lessor of Lessor's interest in this Lease, or the rents payable hereunder, conditional in nature or otherwise, which assignment is made to the holder of a mortgage on property which includes the Premises, Lessee agrees: (a) that the execution thereof by Lessor, and the acceptance thereof by the holder of such mortgage, shall never be treated as any assumption by such holder of any of the obligations of the Lessor hereunder, unless such holder shall by notice sent to Lessee, specifically otherwise elect; and (b) that, except as aforesaid, such holder shall be treated as having assumed Lessor's obligations hereunder only upon the foreclosure of such holder's mortgage and the taking possession of the Premises.

SECTION 26: QUIET ENJOYMENT

Lessor covenants and agrees with Lessee that upon Lessee paying the Rental and observing and performing all of the terms, covenants and conditions on Lessee's part to be observed and performed, Lessee may peaceably and quietly enjoy the Premises.

SECTION 27: UTILITIES

A. Lessee shall bear the entire cost and expense of providing each of the following as shall be required in or for the Demised Premises:

Water, fuel for heat, fuel for hot water, janitor service, garbage removal, gas, and electricity, telephone and internet provider service, cleaning and/or repair of any septic tank or cesspool, including the pipes connecting same and/or sewer lines. Lessee shall establish separate accounts in Lessee's name with the utility companies and pay utility bills directly to the provider.

B. Lessee agrees to provide Lessor with copies of Lessee's utility bills upon Lessor's request.

SECTION 28: SIGNS

A. Lessee may install and maintain, at its own cost and expense, including payments for permits, a sign at the Demises Premises subject to Lessor's prior written approval as to location, design and content. Lessee agrees that signs shall not be manufactured or installed on the Premises until all approvals and permits are first obtained and copies thereof delivered to Lessor together with evidence of payment for any fees pertaining to Lessee's signs. Lessor reserves the right to have all non-approved signs, letters and symbols removed, at Lessee's cost, regardless of the state of completion thereof. Lessee shall have the right to place temporary signs at the Demised Premises as Lessee deems reasonably appropriate in connection with its interest in the Demised Premises provided same are not in violation of the Code of the Town of Riverhead. Lessee shall not use or refer to Lessor or "Peconic Land Trust" in any sign or other printed material promoting or advertising Lessee's business at the Premises or distributed to the public without the prior written permission of Lessor.

B. As used in this Section, the word "sign" shall be construed to include any placard, light or other advertising symbol or object irrespective of whether same is temporary or permanent.

C. Lessee shall procure appropriate Worker's compensation and liability insurance policies covering the installation and maintenance of any signs, and all such policies or certificates of such policies shall be delivered to the Lessor prior to the commencement of any work and shall provide that such policies are not cancelable, except upon ten (10) days' written notice to Lessor. In the event Lessor or Lessor's representative shall deem it necessary to remove such sign or signs in order to paint or make any repairs, alterations or improvements in and upon the Premises, or any part thereof, the Lessor will have the right to do so, provided the same be removed and replaced at the Lessor's expense, whenever said repairs, alterations or improvements shall have been completed.

D. The signs shall remain the property of the Lessee. In the event of their removal by the Lessee, at the expiration or other termination of the term hereof, or at any time for any reason, the Lessee shall repair any damage caused to the Premises by reason of the removal of said signs. The wording on Lessee's signs shall advertise the Lessee's business only.

SECTION 29: ASSIGNMENT AND SUBLETTING

A. Lessee may not transfer or assign this Lease, or any right or interest hereunder, or sublet said Premises or any part thereof without the express written advance permission of the Lessor. No transfer or assignment, whether voluntary or involuntary, by operation of law, under legal process or proceedings, by receivership, in bankruptcy, or otherwise, and no subletting, shall be valid or effective. Should Lessee attempt to make or suffer to be made any such transfer, assignment or subletting or should any of Lessee's rights under this Lease be sold or otherwise transferred by or under, court order or legal process or otherwise, or should Lessee be adjudged insolvent or bankrupt, then and in any of the foregoing events Lessor may, at its option, terminate this lease forthwith by written notice thereof to Lessee.

B. If Lessee hereunder is a corporation, an unincorporated association, or a partnership, the transfer, assignment or hypothecation of any stock or interest in such corporation, association or partnership in the aggregate in excess of fifty (50%) percent shall be deemed an assignment within the meaning and provisions of this Section "29," provided, however, a transfer or assignment of any such stock or interest by a shareholder or member to his spouse, children or grandchildren is not subject to the foregoing provisions.

C. Notwithstanding anything to the contrary in this Section "29", Lessee shall have the right to sublet the "Eastgate House" located on the Demised Premises to Cornell Research Farm only for housing for Cornell Research Farm's employees and researchers. The parties acknowledge and Lesssor consents to an existing Agreement Month to Month

Use and Occupancy Permit for use of the first floor, dated July 1, 2025, between Lessee and Jessica Chiarello, attached hereto and made a part hereof.

D. Notwithstanding anything to the contrary in this Section "29", the parties acknowledge and Lessor consents to an existing Use Agreement Form with Humane Long Island for use of the Edrenal Health Lodge, dated May 1, 2024, attached hereto and made a part hereof.

E. Notwithstanding anything to the contrary in this Section "29", Lessee shall have the right to enter into license agreements for periods not to exceed one (year) each with Alberto Bengolea ("Bengolea") for the same areas of the Premises as Lessee has granted a license to Bengolea for in the past and on the same terms and conditions as to use and maintenance. Lessee has provided Lessor with a copy of the existing License Agreement with Bengolea for 20__ which the Lessor and Lessee agree establishes the areas of the Premises and terms and conditions as to use for future License Agreements with Bengolea permitted under this subsection E.

F. As to the permitted subletting and license under subsections C, D and E in this Section "29", Lessee shall require that any such subtenant or licensee provide a certificate of insurance for all coverage required by any such sublease or license agreement naming Lessor as an additional insured as its interests may appear. Lessee shall provide a true and complete copy of each fully signed sublease agreement and license agreement within ten (10) business days of the signing of any such agreement by Lessee.

SECTION 30: BROKER

It is agreed by and between the parties that neither party has dealt with any real estate broker in connection with this Lease and no broker has brought about this Lease. Each of the parties warrants and represents to each other that they will hold each other safe and harmless from any claims made for real estate commissions by any real estate broker, brought about by their respective acts.

SECTION 31: RELATIONSHIP OF PARTIES

Nothing contained in this Lease shall be construed to create the relationship of principal and agent, partnership, joint venture or any other relationship between the parties hereto other than the relationship of Lessor and Lessee.

SECTION 32: LIMITATION OF LESSOR'S LIABILITY

A. It is specifically understood and agreed that there shall be no personal liability on

Lessor in respect to any of the covenants, conditions or provisions of this Lease; and in the event of a breach or default by Lessor of any of their obligations under this Lease, Lessee shall look solely to the equity of the Lessor in the Demised Premises for the satisfaction of Lessee's remedies.

B. It is understood and agreed that Lessee shall look solely to the estate and property of the Lessor in the Demised Premises for the satisfaction of Lessee's remedies for the collection of a judgment (or other judicial process) requiring the payment of money by the Lessor in the event of any default or breach by the Lessor with respect to any of the terms, covenants and conditions of the Lease to be observed or performed by the Lessor and any other obligation of Lessor created by or under this Lease, and no other property or assets of the Lessor or of its partners, beneficiaries, co-Lessees, shareholders, or principals (as-the case may be) shall be subject to levy, execution or other enforcement procedures for the satisfaction of Lessee's remedies.

C. The term "Lessor", as used in this Section and throughout this Lease, so far as covenants and agreements on the part of Lessor are concerned, shall be limited to mean and include only Peconic Land Trust, Incorporated or any subsequent owner or owners at the time in question of the Demised Premises and this Lease. Further, in the event of any transfer or transfers of the title to the said lease or the Demised Premises, Lessor herein named (and in case of any subsequent transfers or conveyances, the then grantor), including each of its partners, beneficiaries, co-Tenants, shareholders or principals (as the case may be) shall be automatically freed and relieved, from and after the date of such transfer and conveyance, of all liability as respects the performance of any covenants and agreements on the part of the Lessor, except for obligations which may have heretofore accrued prior to the date of such transfer. Lessor or the grantor shall turn over to the grantee all monies and security, if any, then held by Lessor or such grantor on behalf of Lessee and shall assign to such grantee all right, title and interest of Lessor or such grantor thereto, it being intended that the covenants and agreements contained in this Lease on the part of Lessor to be observed or performed shall, subject as aforesaid, be binding on Lessee, its successors and assigns.

SECTION 33: NOTICES

Every notice, approval, consent or other communication authorized or required by this Lease shall not be effective unless served in writing and deposited with the United States Postal Service Certified Mail, Return Receipt Requested, or delivered by overnight carrier such as Federal Express or USPS, providing proof of delivery, directed to the parties at the addresses listed on Page 1 hereof, or such other address as either party may designate by notice from time to time. Each and all of the Rental(s) payable by Lessee to Lessor under any of the provisions of this Lease shall be paid to Lessor at the same place where a notice

to Lessor is hereby required to be directed. The date of each notice shall be deemed to be the date of delivery of said notice in the manner provided for herein. In addition, every notice shall also be sent to Lessor's attorney, Heather Wright, Esq., Wright & Gibbons, PLLC, 48H Main Street, Westhampton Beach, NY 11978 and to Lessee's attorney, Karen Hoeg Esq., Twomey, Latham, Shea, Kelley, Dubin & Quartararo LLP, 33 West Second Street, P.O. Box 9398, Riverhead, NY 11901.

SECTION 34: LESSEE'S WORK

A. Lessee covenants and agrees that all material, work, labor, fixtures and installations required by this Lease with respect to, or as consented to by Lessor with respect to the Demised Premises and operation of Lessee's business thereat (collectively, "Lessee's Work") shall be performed and provided by Lessee, at Lessee's own cost and expense. Lessee's Work shall comply with all rules and regulations of all governmental authorities having jurisdiction therein, and Lessee shall, at its own cost and expense, promptly procure all necessary and required permits, approvals and licenses in connection with Lessee's Work and the operation of Lessee's business.

B. Lessor's approval of Lessee's Plans shall not be deemed a representation or warranty of any kind that Lessee's Plans satisfy the requirements or standards of any governmental authority having jurisdiction there over.

C. Lessee acknowledges that it shall not be permitted to commence Lessee's Work unless and until the employees, agents or contractors who are to perform Lessee's Work ("Lessee's Contractor") shall have complied with Lessor's insurance requirements, as set forth in Paragraph D of this Section 34. Lessee agrees that, within twenty (20) days following Lessor's advice to Lessee that Lessee's Plans have been approved by Lessor, Lessee shall (i) comply with said insurance requirements, and (ii) provided all required governmental approvals have been obtained, commence performing Lessee's Work, which shall be diligently pursued to completion. Lessor shall respond to any request for approvals of plans within ten days of request.

D. (i) As a precondition to Lessee being permitted to perform any Lessee's Work, and throughout the entire period during which Lessee's Work is being performed, it shall be the obligation of Lessee to require Lessee's Contractor to carry and maintain, at no expense to Lessor:

(a) Commercial general liability insurance, including, but not limited to, contractor's liability coverage, completed operations coverage,

broad form property damage endorsement and contractor's protective liability coverage, to afford protection with limits, for each occurrence of not less than $3,000,000.00 with respect to personal injury or death or any one person, and $3,000,000.00 in respect of personal injury or death to two (2) or more persons, and $3,000,000.00 with respect to property damage; and

(b) Worker's compensation or similar insurance in form and amounts required by law.

(ii)All policies of insurance required under Subsection D(i) of this Section 34 shall name Lessor as insured, and certificates thereof shall be delivered to Lessor prior to the commencement of Lessee's Work.

E. Upon the completion of Lessee's Work and upon the completion of any alterations, installations, additions or improvements which Lessee shall make pursuant to Section 13 hereof, Lessee shall procure, at Lessee's own cost and expense, such governmental approvals of the completed work, if any, as may be required by any laws, ordinances, governmental rules or regulations, and deliver originals or photocopies thereof to Lessor.

F. Except with respect to the time periods set forth in Paragraphs A, B and C of this Section 32, all of the remaining provisions of Paragraphs A through H of this Section 34shall also apply to any and all alterations, installations, additions or improvements which Lessee is permitted to make in or to the Demised Premises pursuant to Sections 5 and 10 hereof.

G. All costs and expenses (including, but not limited to, architect's, engineer's, construction management and attorney's fees) in connection with any of Lessee's Work, including, but not limited to fees incurred to have Lessee's Plans reviewed and to have Lessee's Work supervised and inspected, including but not limited to construction management, architect and engineer fees, shall be paid directly by Lessee.. Any such Lessee's Work shall be subject to review and approval by Lessor, which approval shall not be unreasonably withheld.

SECTION 35: "AS IS"

The Demised Premises is leased to Lessee in their "as is" condition on the Commencement Date and Lessor shall not be required to perform any work to prepare the Demised Premises for Lessee's occupancy.

SECTION 36: MISCELLANEOUS DEFINITIONS

Wherever herein the singular noun is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders. The Section headings used herein are for reference and convenience only. Each and every term and provision in this Lease that requires any performance (whether affirmative or negative) by Lessee shall be deemed to be both a covenant and a condition. The word "re-enter" or "re-entry" as used herein is not restricted to its technical legal meaning. Whenever any consent or response is required under the terms of this Lease, the same shall not be unreasonably withheld or delayed. The captions, numbers and index are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Lease, nor the intent of any provisions hereof.

SECTION 37: FURTHER ASSURANCES

Each of the parties hereto shall, and shall cause their respective affiliates to, execute and deliver such additional documents, instruments, conveyances, and assurances and take such further actions as may be required to carry out the provisions hereof, and to give effect to the transactions contemplated herein.

Section 38: SEVERABILITY

If any term or provision of this Lease is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provisioin of this Leases or invalidate or render unenforceable such term or provision in any other jurisdiction.

SECTION 39: GOVERNING LAW

All matters arising out of or relating to this Lease shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction.

SECTION 40: SUBMISSION TO JURISDICTION

Any legal suit, action, or proceeding arising out of or relating to this Lease or the transactions contemplated hereby shall be instituted in the courts of the State of New York, located in each case in Suffolk County, and each party irrecovably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Service of process, summons, notice, or other document by mail in accordance with Section 31 to such party's address set forth herein shall be effective service of process for any suit, action, or other proceeding brought in any such court. The parties waive any objection to venue of any

suit, action or proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

SECTION 41 COUNTERPARTS

This Lease may be executed in couterparts, each of which so executed shall be deemed to be an original, but all such couterparts shall together constitute but one and the same instrument. The use of electronic signatures and electronic records (including any contract or other records created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity, and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law.

SECTION 42: ENTIRE AGREEMENT

No oral statement or prior written matter shall have any force or effect all of which shall merge herein and be superseded hereby. No waiver of any provisions of this agreement shall be effective unless in writing, signed by the waiving party. Lessee agrees that it is not relying on any representations or agreements other than those contained in this Lease. This agreement shall not be modified, except by a writing subscribed by all parties, nor may this Lease be cancelled by Lessee except with the written consent of Lessor, unless otherwise specifically provided herein. The invalidity or unenforceability of any provision of this Lease shall not affect or impair any other provision. The submission by Lessor of the within Lease in draft form shall be deemed submitted solely for Lessor's consideration and not for acceptance and execution. Such submission shall have no binding force or effect, shall confer no rights nor impose any obligations, including brokerage obligations, upon either party. The submission by Lessor of the within Lease for execution by Lessee shall confer no rights nor impose any obligations, including brokerage obligations, on either party unless and until both Lessor and Lessee shall have executed this Lease and duplicate originals thereof shall have been delivered to the respective parties. All captions herein are solely for convenience and shall not be given any legal effect.

Except as otherwise provided in this Lease, the covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of Lessor and Lessee and their respective heirs, distributees, executors, administrators, successors and permitted assigns.

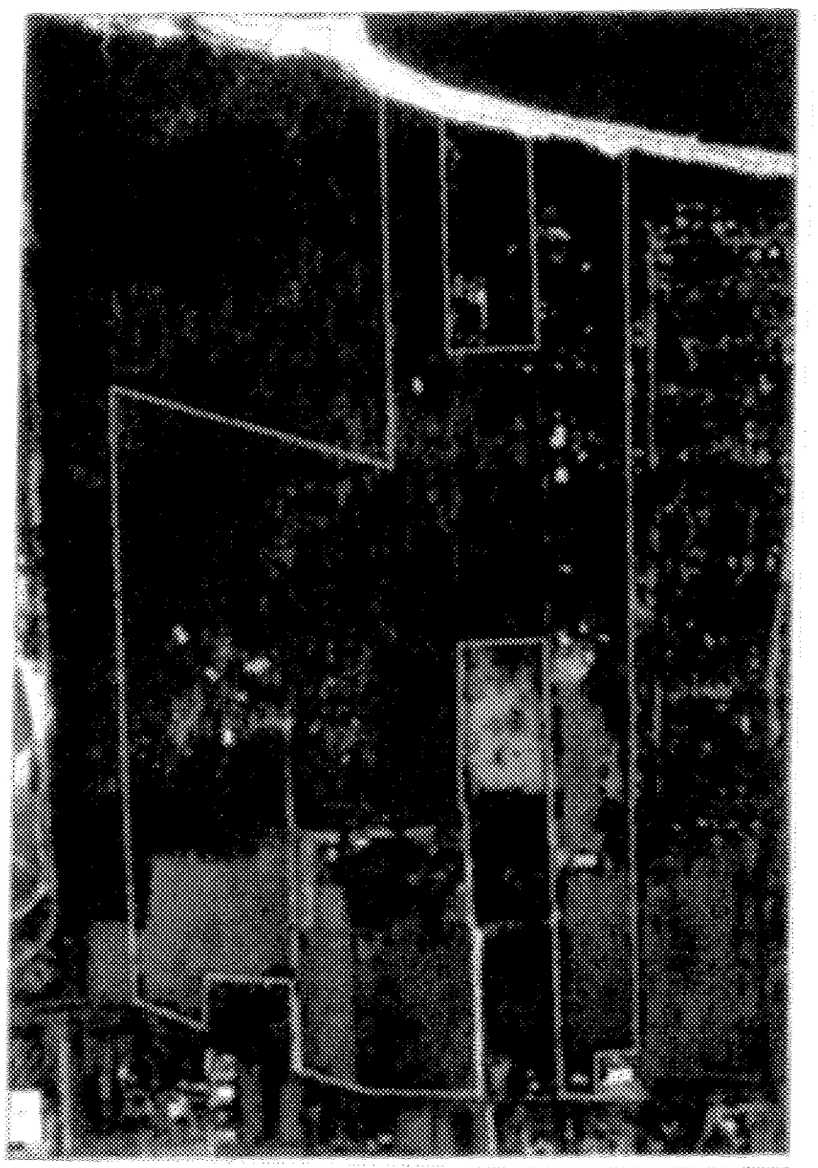
IN WITNESS WHEREOF the parties hereto have hereby set their hands and seals the date and year above set forth.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE:

LESSOR:	LESSEE:
Peconic Land Trust, Incorporated	Cornell Cooperative Extension of Nassau County
BY:_____	BY:_____
John vH Halsey, President	

Exhibit A – Map of Demised Premises



Peconic Land Trust
4H Camp Nassau County
Town of Riverhead, NY
Existing Structures

Appendix B

Due Diligence Letter

BRUCE A. BLAKEMAN
COUNTY EXECUTIVE

MICHAEL KWASCHYN
COMMISSIONER

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
DIVISION OF REAL ESTATE SERVICES
RALPH G. CASO SHARED SERVICES BUILDING
ONE WEST STREET, ROOM 200
MINEOLA, NEW YORK 11501
PHONE: (516) 571-4207 FAX: (516) 571-3986

April 22, 2026

VIA EMAIL
Peconic Land Trust, Inc.
Attn: Julie T. Wesnofske
296 Hampton Road
P.O. Box 1776
Southampton, NY 11969

Re: **3186 Sound Avenue, Riverhead, NY - (the "Premises")**

Dear Ms. Wesnofske:

This letter shall set forth the terms and conditions pursuant to which the County of Nassau (the "**County**") shall allow Peconic Land Trust, Inc. ("**Prospect**") to have access to the Premises for the sole purpose of conducting the Due Diligence Review (as defined below) in connection with Prospect's potential purchase of the Premises. A separate agreement shall govern the sale of the Premises from the County to the Prospect (the "**Land Agreement**").

Terms and Conditions.

1. Commencing on the date Prospect executes and delivers this letter to the County (the "**Due Diligence Effective Date**"), together with the requisite evidence of insurance, and expiring ninety 90 days after the full execution of the Land Agreement (the "**Inspection Expiration Date**"), Prospect and its authorized representatives and agents shall be entitled to enter upon the Premises at reasonable hours upon notice to the County in order to conduct such reasonable and customary inspections, studies, tests, surveys and reviews with respect to the Premises which are necessary in connection with Prospect's assessment of whether the Premises is suitable for purchase. The assessments shall include but not be limited to confirming (i) the structural integrity and physical condition of the Premises (the "**Engineering Review**"), (ii) the environmental condition of the Premises, (iii) whether there are any encroachments onto or off the Premises, easements, right of ways which may impact the marketability of the Premises and (iv) whether there are any violations of record. Upon receipt, Prospect shall share its findings with the County.

With respect to (ii) above, a Phase I environmental assessment of the Premises (the "**Environmental Review**"; which, together with the Engineering Review, is hereinafter collectively referred to as the "**Due Diligence Review**"), at Prospect's sole cost and expense, provided that Prospect does not interfere with the normal business operation of the Premises. Prior to performing any soil borings or other sampling or testing that disturbs the Premises, or any so-called "Phase II" environmental assessment, Prospect must obtain the County's prior written consent based on the County's review of Prospect's proposed plans. The County shall cooperate with Prospect and its authorized representatives and agents in every reasonable way, at Prospect's sole cost and expense, in connection with the Due Diligence Review.

If Prospect determines that the Premises are not suitable for its purpose, the Prospect shall notify the County within ten (10) days of the expiration of the Due Diligence Period. . Upon return of the downpayment to Prospect, neither party shall have any rights or obligations to the other.

3. In the event that Prospect and/or its agents, employees or representatives shall cause any damage to the Premises by reason of work conducted during the Due Diligence Review, Prospect shall repair any such damage to the Premises and restore the Premises to the condition the same was in prior to such work being done.

4. As a condition precedent to Prospect commencing the Due Diligence Review, Prospect must ensure that all of its agents and subcontractors who will conduct the Due Diligence Review on the Prospect's behalf, take out and maintain General Commercial Liability, Professional Liability and Workers' Compensation insurance policies issued by an insurer or insurers licensed to do business in the State of New York, which insurer(s) and form of insurance policies must be acceptable to the County in all respects. The minimum coverage for the liability insurance shall be Two Million ($2,000,000.00) Dollars per occurrence, personal and bodily injury and property damage combined, and said policy shall name the County as an additional insured.

5. Prospect shall require its agents and subcontractors to conduct their activities upon the Premises and adjacent property so as not to endanger any person thereon and to indemnify, defend and hold the County free and harmless from and against (i) all physical damage to the Premises caused by work done in connection with the Due Diligence Review, (ii) all loss, liability or damage suffered or incurred by the County arising out of Prospect's agents/subcontractors' breach of the terms and conditions of this letter agreement, or resulting from injury or death to individuals or damage to property sustained on the Premises and caused by the work in connection with the Due Diligence Review conducted by, or at the direction of, Prospect and/or its agents, employees and representatives, and (iii) all reasonable costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements) incurred by the County in connection with any action, suit, proceeding, demand, assessment or judgment incident to the foregoing. Prospect's agents'/subcontractors' indemnification obligations contained in this paragraph 4 shall survive the termination or expiration of this Agreement.

6. Prospect agrees to comply with all laws, regulations, codes, rules and other directives promulgated by any municipality or governmental authority, including but not limited to the

County of Suffolk, the Town of Riverhead, the State of New York, and the United States of America.

7. Prospect agrees to treat all information received with respect to the Premises and not otherwise in the public domain, whether such information is obtained from the County or from Prospect's own due diligence investigations, in a confidential manner, unless otherwise required by law. Prospect shall not disclose any such information to any third parties other than such disclosure to Prospect's counsel, consultants, accountants and adviser as may be required in connection with Prospect's potential purchase of the Premises (any such disclosure to be made expressly subject to this confidentiality requirement). Prospect's confidentiality obligations contained in this paragraph 6 shall survive the termination or expiration of this Agreement.

8. Prospect acknowledges and agrees that the County's willingness to grant access to the Premises to Prospect in accordance with the terms and conditions of this letter Agreement does not constitute and shall not be deemed to constitute a binding commitment by the County to sell the Premises to Prospect, as any binding agreement must be set forth in a formal contract signed by both parties and subject to all requisite approvals, including the approval of the Nassau County Legislature.

Please indicate Prospect's acceptance of and agreement with the terms and conditions contained in this letter by having an authorized representative of Prospect sign the enclosed copy of this letter in the space indicated below and returning same to me on or before March 31, 2026, together with the requisite evidence of insurance.

Sincerely,

Patrick R. Gallagher
Deputy County Attorney
(516) 571-3010

cc:

ACCEPTED AND AGREED TO THIS
21 DAY OF ~~MARCH~~ April, 2026:

PECONIC LAND TRUST, INC.

By: _____

Name: Matthew J. Smith

Title: Vice President

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

L. 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?

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

Electronically signed and certified at the date and time indicated by:
essica Murphy [JMURPHY@PECONICLANDTRUST.ORG]

Dated: 05/01/2026 11:49:15 am

Vendor: Peconic Land Trust

Title: Director

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: 05/01/2026

1) Proposer's Legal Name: Peconic Land Trust, Inc

2) Address of Place of Business: 296 Hampton Road

City: Southampton State/Province/ Territory: NY Zip/Postal Code: 11968

Country: US

3) Mailing Address (if different): PO Box 1776

City: Southampton State/Province/ Territory: NY Zip/Postal Code: 11969

Country: US

Phone: (631) 283-3195

Does the business own or rent its facilities? Own If other, please provide details:

4) Dun and Bradstreet number: 780589727

5) Federal I.D. Number: 112667021

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 conflicts

(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 conflicts

(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 conflicts

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.

1 File(s) uploaded: 20210921 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;
03/10/1983

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 one has a financial interest in the non profit

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

1 File(s) uploaded: Current Officers.docx

iv) State of incorporation (if applicable);
NY

v) The number of employees in the firm;
34

vi) Annual revenue of firm;
5121525

vii) Summary of relevant accomplishments
Conserved over 15,000 acres of land across Long Island

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

B. Indicate number of years in business.
42

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.
For over 42 years, PLT has been partnering with communities, local and state governments to preserve over 15,000 acres of land across Long Island

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	Wright & Gibbons PLLC		
Contact Person	Heather Wright		
Address	48 H Main Street		
City	Southampton	State/Province/Territory	NY
Country	US		
Telephone	(631) 283-1602		
Fax #			

	heather@hwrightlaw.com

Company	Dime Abstract LLC		
Contact Person	Teri Kiselyak		
Address	PO Box 3031		
City	Bridgehampton	State/Province/Territory	NY
Country	US		
Telephone	(631) 537-5750		
Fax #			
E-Mail Address	Teri.Kiselyak@dime.com		

Company	Lawrence Indimine Consulting		
Contact Person	Larry Indimine		
Address	18 Bailey Lane		
City	Manorville	State/Province/Territory	NY
Country	US		
Telephone	(631) 979-2735		
Fax #			
E-Mail Address	indimineappraisals@yahoo.com		

I, Jessica Murphy , 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, Jessica Murphy , 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: Peconic Land Trust, Inc

Electronically signed and certified at the date and time indicated by:
Jessica Murphy JMURPHY@PECONICLANDTRUST.ORG

Director, Conservation Initiatives
Title

05/01/2026 02:46:45 pm
Date

CURRENT BOARD OFFICERS OF THE PECONIC LAND TRUST

October 2025 - October 2026

Nora J. Catlin, Co-Chair

[redacted]

[redacted] (O); 631-219-2322 (C)

nora.catlin@cornell.edu

Agriculture Program Director and Floriculture Specialist/Extension Educator, Cornell Cooperative Extension of Suffolk County; advisor and board member, Long Island Flower Growers Association; Suffolk County Farmland Protection Board, (representing Cornell Cooperative Extension of Suffolk County); B.S. (Environmental Resource Management) and M.S. (Plant Pathology), The Pennsylvania State University; Ph.D. (Plant, Soil, and Insect Sciences), University of Massachusetts Amherst

Edward Krug, Co-Chair

[redacted]

Partner, Rennew Properties, a design and build firm in East Hampton; formerly a founding partner of PitchBlue, a marketing and business development consultancy, and member of East Hampton Town Planning Board.

Harriet (Hatsy) H. Dresher, Secretary

[redacted]

Volunteer for many nonprofit organizations including most recently: President, Mrs. Field's Literary Club; Parents Advisory Board of Grace Church School; former Treasurer, Brooklyn Heights Garden Club; former Trustee and Secretary, Brooklyn Historical Society; former Secretary, The Acting Company

Nancy Gilbert, Treasurer

[redacted]

Retired from J.P.Morgan (investment banking and human resources); facade and conservation easement donor; President of the Board, Clearwater Camp Foundation (WI); member, Town of Riverhead Open Space Committee; Founding member and Advisory Board member, Jamesport Meeting House Preservation Trust; volunteer, Hallockville Museum Farm and East End Arts; Master Gardener; BA(history), Wellesley College; MA in Women's History, Sarah Lawrence College; MA and MPhil(history), Columbia University

Peconic Land Trust
Conflict of Interest Policy

I. PURPOSE

Peconic Land Trust conserves Long Island's working farms, natural lands, and heritage for our communities now and in the future.

Peconic Land Trust's effectiveness depends upon maintaining the highest levels of credibility, confidence, and trust with the community we serve and all parties with whom we work. It is expected that all persons subject to this policy will conduct themselves with honesty, good faith, and loyalty to the Trust and to the community we serve.

II. DEFINITIONS

A. Covered Persons

1. Board members
2. Staff members

Covered persons may be in a position to influence the Trust's major financial or transactional decisions, have access to information not available to the general public, and could be involved in other activities that may pose potential conflicts with Trust activities.

B. Transaction

A transaction is any conservation project, contract, or other possible cause for conflict, private inurement (covered person derives a benefit), or private benefit (incidental benefit to a non-covered person).

C. Family

Family is defined as a spouse/domestic partner, child, sibling, parent; other relative living within the household; and/or the spouses of those relatives.

D. Financial Interest

A covered person has a financial interest if the person has, directly or indirectly, through business, investment, or family, an

investment/ownership interest, or compensation arrangement with the Peconic Land Trust or entity involved in a Trust transaction.

E. Duty of Loyalty

This duty requires Board members to conduct the organization's business in good faith and to pursue the interests of the Trust over their own personal, financial, or other interests. Benefits or advantages must accrue to the Trust, not to an individual.

A Board member can be subject to legal liability if a conflict of interest breaches their Duty of Loyalty.

F. Conflict of Interest

A conflict of interest is a situation that has the potential to undermine the impartiality of a person, or loyalty of a Board member, because of the possibility of a clash between the person's self-interest and/or professional interest and the interests of the Trust. A conflict of interest can exist when an individual's personal, professional, financial, family or any other interest competes with those of the Trust, a public charity.

For the purposes of this document, a conflict of interest may be real, potential or perceived, and in each case the procedures outlined in Peconic Land Trust's Conflict of Interest Policy must be followed. Conflicts of interest are likely to occur in normal business dealings, and it is important to remember that the policy is not intended to provide a moral or ethical assessment of any situation.

III. GIFTS AND GRATUITIES

Covered persons shall discourage personal gifts and must not accept gratuities or payments offered by anyone with whom the Peconic Land Trust does business. This includes offers of free service, travel, or merchandise. Borrowing from such sources is prohibited. Only token and unsolicited gifts worth less than $100 may be accepted. If a covered person receives a gift in excess of such amount, it should be returned, or if not practical, given to the Trust. In such cases the covered person should explain the policy and request that no further gifts be provided, but that charitable gifts to the Trust may be made at any time.

IV. EXCEPTIONS TO THIS POLICY

There are two exceptions to the procedures explained in Section V. It is not necessary for the Audit Committee to deliberate disclosures and conflict issues when (1) there is an issue of urgency and safety and/or (2) the transaction is valued at under $500; provided, however, that in either case it shall be determined that the Trust could not have arranged a more favorable transaction with a non-covered person under the circumstances.

V. PROCEDURES

A. General Guidelines

All covered persons shall avoid conflicts of interest involving their duties to the Peconic Land Trust. It is expected that all covered persons will conduct themselves under strict rules of honesty and fair dealing between themselves and the Trust. Such persons shall not use their position or knowledge gained during their association with the Trust for their private benefit (or the benefit of their family) nor to obtain an unfair advantage in any aspect of their dealings with the Trust.

Conflicts of interest may arise through real estate transactions, management of finances and assets, business dealings, advocacy activity, etc. This policy is not meant to rule out transactions between the Trust and covered persons; rather it is designed to ensure that these relationships have been properly disclosed, documented, and acted upon by the Audit Committee. All Board and Project Committee meeting agendas include the standing topic of disclosure/conflict of interest.

In addition to issues related to covered persons, the Audit Committee will also consider possible conflicts with non-covered persons (and their families and related entities, if known) who may be in a position to influence the Trust's major financial or transactional decisions and/or benefit from its activities. This group includes, but is not limited to, significant donors, clients, committee members, and elected/appointed municipal officials. Board and staff will follow the same steps for addressing conflicts as outlined in section V B.

B. Steps for Addressing Conflict of Interest

1. Duty to Disclose

Covered persons must disclose conflicts of interests – real, potential, or perceived – as soon as possible.

- Staff notifies immediate supervisor; supervisor notifies the

President; President notifies the Chair of the Audit Committee
- Committee member notifies the committee Chair; committee Chair notifies the Chair of the Audit Committee
- Board member notifies the Chair of the Audit Committee

In addition, any person has a duty to disclose to the Chair of the Audit Committee any knowledge of a private benefit (incidental benefit to a non-covered person).

2. Recusals

Any individual, or family member of that individual, who is involved in a real, potential, or perceived conflict of interest:
- will not be substantively involved in decision-making affecting a transaction.
- will recuse themselves from Board, committee, or staff discussions, unless requested to provide information.
- will leave the room during a vote
- will always recuse themselves from voting.

3. Potential Conflicts/Disclosure of Relationships

When a transaction involves an actual, potential, or perceived conflict of interest with a covered person, the Audit Committee will discuss relevant issues and make a decision using the Discussions and Findings form as a guide. (Refer to Appendix B)

A transaction with a covered person or related party must be fair, reasonable, and in the best interests of the Trust. If there is substantial financial interest, alternatives must be considered.

The Audit Committee's due diligence includes discussion of relevant issues that may include:
- Real or perceived potential conflict
- Fairness to the Trust
- Public conservation benefit
- Private benefit (non-covered person) and private inurement (covered person)
- Access to information not available to the general public
- Impact on the reputation of the Trust
- Alternatives
- Advice of counsel

The Audit Committee will conclude either:

- The proposed transaction or Board resolution is appropriate.
- Further steps are needed as specified. Further steps may include competitive bidding, comparison pricing, advice of counsel, meeting with the covered person, request to remove covered person from the Board of Directors or committee until the conflict matter is resolved, or any other action as deemed appropriate by the Audit Committee.

Findings and decisions will be documented in writing and the Board of Directors will be notified of findings as soon as possible.

C. Violations of the Conflict of Interest Policy

The Audit Committee will determine if there has been a violation to disclose in accordance with this Conflict of Interest Policy, and if so, will determine appropriate action. The Board of Directors will be notified of such actions.

VI. PERIODIC REVIEWS

The Board Development Committee will periodically review (at least once every five years) the Conflict of Interest Policy and make recommendations to the Board when needed. The current policy will be posted on the Trust's website.

VII. ANNUAL STATEMENT

All covered persons shall receive and must sign an annual statement attesting that they have received a copy of the Peconic Land Trust's Conflict of Interest Policy, have read and understand the policy, and agree to comply with the policy. The Conflict of Interest Policy may be combined with other annual policies as part of the Annual Board Member Agreement and Annual Committee Member Agreement. Board candidates must complete the Disclosure Statement prior to becoming a Board member and annually thereafter.

The Board signed affidavits will be filed in the executive office; staff signed affidavits will be filed in the HR files or other location specified by the Vice President who handles human relations.

ORIGINAL CONFLICT OF INTEREST POLICY ADOPTED 102405
NEW POLICY ADOPTED BY THE BOARD OF DIRECTORS 081108
REVISIONS ADOPTED BY THE BOARD OF DIRECTORS 092010; 091911; 121514;
121817; 092120 ; 092121

Peconic Land Trust
Conflict of Interest Policy
Appendix A

Examples of potential conflicts that could involve self-dealing:

- A covered person, or his or her friends or family, is party to a transaction with the Peconic Land Trust - e.g. selling land or a conservation easement to the land trust or renting property to or from it.
- A covered person holds an interest in a business that could benefit from the land trust's work (e.g., bank officer, president of a realty company that might handle resale of a land trust's restricted lands).
- A covered person renders professional services needed by the trust — legal, land planning, appraisal, financial — and is compensated for doing so.
- A covered person, or his or her friends or family, directly benefits (monetary or non-monetary) from his or her involvement in a Trust negotiation - e.g. negotiating a lease agreement or contract on behalf of the Trust or a client of the Trust, with a relative or friend of a covered person.

Examples of conflicts involving opposing loyalties:

- A covered person makes use of knowledge gained in the course of land trust business for his or her own personal or business interests (e.g., a realtor on a land trust board using the information that a potential conservation easement may be placed on land next to a property on the market to encourage potential buyers and thereby increase his or her business).
- A covered person takes personal advantage of an opportunity he or she knows would be of interest to the land trust (e.g., purchasing a parcel of land for sale that he or she believes the land trust would like to acquire).
- A covered person influencing employment decisions to hire a close personal friend.
- A covered person seeking special concessions from the land trust on behalf of him- or herself or others (e.g., restrictions in a conservation easement that are less strict than the land trust's norms for easement-restricted land).
- A Board member is making a fundraising visit to a major Peconic Land Trust supporter. During the course of the visit, the supporter writes a generous check to the Trust. The Board member, also on the Board of another nonprofit organization, suggests this donor's name as a campaign prospect for her other organization.
- A farm is on the market and the Trust is conducting preliminary discussions with the owner. The Board of Directors conducts a deliberation about whether to acquire the property and what offer should be made. A Board member abstains from voting, but never discloses that his brother is a limited partner in the farm.

Peconic Land Trust
Conflict of Interest Policy
Appendix B

Discussions and Findings

covered person - as defined in Peconic Land Trust's conflict of interest policy: director, or staff
non-covered person – person unrelated to the Trust's operations
transaction - any conservation project, contract, or other possible cause for conflict, private inurement (covered person derives a benefit), or private benefit (incidental benefit to a non-covered person)

Date:
Name(s):
Transaction:

1. Relationship(s) to the Trust
   What is the relationship(s) between the person and the Trust?

2. Due Diligence/Findings
   Did the Audit Committee have discussions regarding relevant issues, which may include:
   - Real or perceived potential conflict
   - * Fair to the Trust
   - * Alternatives
   - Public conservation benefit
   - Private benefit (non-covered person) and private inurement (covered person)
   - Access to information not available to the general public
   - Impact on the reputation of the Trust
   - Advice of counsel

   * A related party transaction must be fair, reasonable, and in the best interests of the Trust. If there is substantial financial interest, alternatives must be considered (such as alternative bids).

3. Recusal
   Did any Board member recuse from discussion and vote?

4. Decision
   The Audit Committee has concluded:
   - The proposed transaction or Board resolution is appropriate.
   - Further steps are needed as specified. Explain.

Peconic Land Trust
Conflict of Interest

Board of Directors ~ Disclosure Statement

The following are relationships, interests, or situations involving you or a family member that might result in, or give the appearance of being, a conflict of interest with the Peconic Land Trust: *(Please write N/A for questions that are not applicable.)*

1. Are you an "Independent Director"* as defined in the Nonprofit Revitalization Act? ____ Yes or _____No. If no, Explain.

2. List business entities (e.g. LLC, corporations, etc.) that provide services to the Trust on a regular basis where you or a family member hold significant interest (more than 5% capital or profit):

3. List employment relationships and position (employee, consultant, or specify other) that do or are likely to engage in transactions with the Trust:

4. List other organizations/foundations and position (officer, director, member, trustee, or specify other):

5. Other disclosures: (use additional page)

By signing this form, I attest that all information provided above involving myself and family members is complete and correct. I have read, understand, and will abide by the Conflict of Interest Policy. I have kept a copy of the agreement for future reference.

Signature_____ Date_____

Print Name _____

Please return completed Disclosure Statement to the Board Secretary or:
Melanie Tebbens
Peconic Land Trust, PO Box 1776, Southampton, NY 11969

** New York State Nonprofit Revitalization Act of 2013 (revision effective 2017):*

"Independent director" means a director who:(i)is not, and has not been within the last three years, an employee or a key person of the corporation or an affiliate of the corporation, and does not have a relative who is, or has been within the last three years, a key person of the corporation or an affiliate of the corporation; (ii) has not received, and does not have a relative who has received, in any of the last three fiscal years, more than ten thousand dollars in direct compensation from the corporation or an affiliate of the corporation;(iii) is not a current employee of or does not have a substantial financial interest in, and does not have a relative who is a current officer of or has a substantial financial interest in, any entity that has provided payments, property or services to, or received payments, property or services from, the corporation or an affiliate of the corporation if the amount paid by the corporation to the entity or received by the corporation from the entity for such property or services, in any of the last three fiscal years, exceeded the lesser of ten thousand dollars or two percent of such entity's consolidated gross revenues if the entity's consolidated gross revenue was less than five hundred thousand dollars; twenty-five thousand dollars if the entity's consolidated gross revenue was five hundred thousand dollars or more but less than ten million dollars; one hundred thousand dollars if the entity's consolidated gross revenue was ten million dollars or more; or (iv)is not and does not have a relative who is a current owner, whether wholly or partially, director, officer or employee of the corporation's outside auditor or who has worked on the corporation's audit at any time during the past three years. For purposes of this subparagraph, the terms: "compensation" does not include reimbursement for expenses reasonably incurred as a director or reasonable compensation for service as a director as permitted by paragraph (a) of section 202(General and special powers) of this chapter; and "payment" does not include charitable contributions, dues or fees paid to the corporation for services which the corporation performs as part of its nonprofit purposes, or payments made by the corporation at fixed or non-negotiable rates or amounts for services received, provided that such services by and to the corporation are available to individual members of the public on the same terms, and such services received by the corporation are not available from another source.

"Relative" of an individual means (I) his or her spouse or domestic partner as defined in Section twenty-nine hundred ninety-four-A of the public health law: (II) his or her ancestors, brothers and sisters (whether whole or half blood), children (whether natural or adopted), grandchildren, great-grandchildren or (III) the spouse or domestic partner of his or her brothers, sisters, children, grandchildren, and great grandchildren.

Peconic Land Trust
Conflict of Interest

Staff - Disclosure Statement

The following are relationships, interests, or situations involving you or a family member that might result in, or give the appearance of being, a conflict of interest with the Peconic Land Trust: *(Please write N/A for questions that are not applicable.)*

1. List business entities (e.g. LLC, corporations, etc.) that provide services to the Trust on a regular basis where you or a family member hold significant interest (more than 5% capital or profit):

2. List employment relationships and position (employee, consultant, or specify other) that do or are likely to engage in transactions with the Trust:

3. List other organizations/foundations and position (officer, director, member, trustee, or specify other):

4. Other disclosures:

By signing this form, I attest that all information provided above involving myself and family members is complete and correct. I have read, understand, and will abide by the Conflict of Interest Policy. I have kept a copy of the agreement for future reference.

Signature_____ Date_____

Print Name _____

Please return completed Disclosure Statement to:
Melanie Tebbens
Peconic Land Trust, PO Box 1776, Southampton, NY
11969

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: Nora Catlin
   Date of birth: [redacted]
   Home address: [redacted]
   City: [redacted] State/Province/ Territory: NY Zip/Postal Code: [redacted]
   Country: US

   Business Address: PO 1776
   City: Southampton State/Province/ Territory: NY Zip/Postal Code: 11969
   Country US
   Telephone: 631-283-3195

   Other present address(es): 296 Hampton Rd
   City: Southampton State/Province/ Territory: NY Zip/Postal Code: 11968
   Country: US
   Telephone: 631-283-3195

   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	10/20/2025	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 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 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, Nora Catlin , 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, Nora Catlin , 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.

Peconic Land Trust, Inc.
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Nora Catlin NORA.CATLIN@CORNELL.EDU

Board Co-Chair
Title

05/01/2026 03:13:16 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: Harriet H. Dresher
   Date of birth: [redacted]
   Home address: [redacted]
   City: [redacted] State/Province/ Territory: NY Zip/Postal Code: [redacted]
   Country: US

   Business Address: Peconic Land Trust
   City: Southampton State/Province/ Territory: NY Zip/Postal Code: 11969
   Country US
   Telephone: 631-283-3195

   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	10/15/2020
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 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 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, Harriet H. Dresher , 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, Harriet H. Dresher , 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.

Peconic Land Trust

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Harriet H. Dresher HHDRESHER@GMAIL.COM

Secretary

Title

05/01/2026 03:26:47 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: Nancy Gilbert
   Date of birth: [redacted]
   Home address: [redacted]
   City: [redacted] State/Province/ Territory: NY Zip/Postal Code: [redacted]
   Country: US

   Business Address: PO Box 1776,
   City: Southampton State/Province/ Territory: NY Zip/Postal Code: 11969
   Country US
   Telephone: 6312833195

   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	11/01/2020
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 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 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, Nancy Gilbert , 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, Nancy Gilbert , 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.

Peconic Land Trust

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Nancy Gilbert NANCY@WINDSWAYFARM.COM

Treasurer

Title

05/01/2026 06:38:30 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 v.H. Halsey
   Date of birth: [redacted]
   Home address: [redacted]
   City: [redacted] State/Province/ Territory: NY Zip/Postal Code: [redacted]
   Country: US

   Business Address: 296 Hampton Rd
   City: Southampton State/Province/ Territory: NY Zip/Postal Code: 11968
   Country US
   Telephone: 6312833195

   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	08/01/1983	Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer	08/01/1983	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 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 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.

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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?
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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 v.H. Halsey , 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 v.H. Halsey , 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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Peconic Land Trust Incorporated
Name of submitting business

Electronically signed and certified at the date and time indicated by:
John v.H. Halsey JHALSEY@PECONICLANDTRUST.ORG

President
Title

05/03/2026 11:50:48 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.

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1. Principal Name: Edward Krug
   Date of birth: [redacted]
   Home address: [redacted]
   City: [redacted] State/Province/ Territory: NY Zip/Postal Code: [redacted]
   Country: US

   Business Address: PO Box 1776
   City: Southampton State/Province/ Territory: NY Zip/Postal Code: 11969
   Country US
   Telephone: 9177630526

   Other present address(es): [redacted]
   City: [redacted] State/Province/ Territory: NY 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		Treasurer	
Chairman of Board	10/01/2023	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?
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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?
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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?
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YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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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 Krug , 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 Krug , 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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Peconic Land Trsut

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Edward Krug EKRUG134@GMAIL.COM

Chair of Board

Title

05/01/2026 03:17:50 pm

Date

COUNTY OF NASSAU

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

1. Name of the Entity: Peconic Land Trust, Inc

Address: 296 Hampton Road

City: Southampton State/Province/Territory: NY Zip/Postal Code: 11968

Country: US

2. Entity's Vendor Identification Number: 112667021

3. Type of Business: Other (specify) Non profit

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: Current Officers.docx

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 - non profit organization

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Atta 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 a 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 c 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):

NA

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

NA

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

NA

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of tl 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:
Jessica Murphy [JMURPHY@PECONICLANDTRUST.ORG]

Dated: 05/01/2026 02:39:18 pm

Title: 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.

112-26

BRUCE A. BLAKEMAN
County Executive

RECEIVED
NASSAU COUNTY
OFFICE OF THE LEGISLATURE
2026 MAY -8 P 12:33

NASSAU COUNTY
New York

Staff Summary 2026

Date: 04/30/2026	**Legislation Type:** Resolution
Dept: County Executive	**Subject:** Tax Exemption & PILOT Agreement
Dept Head: Bruce A. Blakeman	
Dept Contact: Arthur T. Walsh	
Dept Head Signature:	

Internal Approvals

County Executive/Deputy:		**County Attorney:**	J.A.
Budget:		**Legislative Affairs:**	CGL

Purpose:

To approve a Resolution (Attachment "A") authorizing the execution of a Tax Exemption and PILOT Agreement (Attachment "B") in conjunction with the financing for the redevelopment of the senior affordable housing development known as Dogwood Terrace located at 1170 - 1182 Martha Place, Franklin Square, Town of Hempstead, New York.

Discussion:

The Town of Hempstead Housing Authority (the "Authority") owns and operates the 3.47 acre property known as Section 35, Block A, Lot 522 on the Nassau County Land and Tax Map (the "Premises") which presently is improved by a deteriorating 104 unit residential rental development in seven (7) buildings that were built in 1971 for occupancy by low income seniors aged 62 and older. The Authority has determined that the existing buildings are in disrepair and in critical need of immediate replacement. The Authority intends to enter into a 99 year ground lease with Dogwood Terrace Housing Development Fund Company, Inc. (the "Company"), a New York not-for-profit corporation to be formed and organized as a Housing Development Fund Company pursuant to Article XI of the New York Private Housing Finance Law (the "PHFL"), as nominee of Dogwood Terrace LLC, a New York Limited Liability Company, the "Beneficial Leasehold Owner". The Company will then demolish the existing buildings and redevelop the Premises to provide new, high quality affordable residential rental units for occupancy by seniors 62 years of age and older in 104 one-bedroom apartments to be located in a new fully approved three and four story accessible building (the "Project"). In order to be eligible for NYS HCR financing (9% tax credits) the Authority must transfer the Premises to the Company and must also obtain a Tax Exemption Agreement for a minimum term of 32 years from the date of the closing for the NYS HCR and all construction funding sources for the Project. The first two years of the term are for construction followed by 30 years of permanent debt.

Impact on Funding:

The Company and the Beneficial Leasehold Owner have agreed to make payments in lieu of taxes ("PILOT payments") to the County for the benefit of the County, the Town of Hempstead, the Franklin Square Union Free School District and Special Districts in accordance with the payment schedule set forth

in Attachment B.

Recommendation:

Approve as submitted.

ATTACHMENT "A"

RESOLUTION NO: - 2026

A RESOLUTION to authorize the execution of a Tax Exemption and PILOT Agreement between the County of Nassau (the "County"), Dogwood Terrace Housing Development Fund Company, Inc., and Dogwood Terrace LLC.

APPROVED AS TO FORM
Assistant County Attorney

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2026 MAY -8 P 2:33

WHEREAS, Dogwood Terrace Housing Development Fund Company, Inc. (the "Company"), a New York not-for-profit corporation to be formed and organized as a Housing Development Fund Company pursuant to Article XI of the New York Private Housing Finance Law (the "PHFL") and sponsored by the Town of Hempstead Housing Authority (the "Authority") and Dogwood Terrace LLC, a New York limited liability company (the "Beneficial Leasehold Owner") are the parties to the Tax Exemption and PILOT Agreement to be entered into with the County; and

WHEREAS, the Authority owns approximately 3.47 acres of land and the improvements located thereon known as 1170 – 1182 Martha Place, Franklin

Square, Town of Hempstead, County of Nassau known as Section 35, Block A, Lot 522 on the Nassau County Land and Tax Map (the "Premises") presently consisting of 104 residential rental units for low income seniors aged 62 years and older in seven (7) residential buildings that were built in 1971; and

WHEREAS, the Authority has determined that the existing 104 unit housing facility is deteriorating and is in critical need of immediate replacement; and

WHEREAS, the Authority intends to enter into a 99 year ground lease with the Company as nominee of the Beneficial Leasehold Owner which will then demolish the existing buildings and redevelop the Premises to provide new, high quality affordable residential rental units for seniors 62 years of age and older in 104 one-bedroom apartments to be located in a new fully approved three and four story accessible building (the "Project"); and

WHEREAS, the Authority has applied for and secured the issuance of 9% tax credits to be issued by New York State Homes and Community Renewal ("HCR") to finance the construction and development of the Project; and

WHEREAS, in order to be eligible for the HCR financing the Authority must (i) cause the transfer of the Premises to the Company, as nominee of the Beneficial Leasehold Owner, and (ii) must also obtain a Tax Exemption Agreement for a minimum of thirty-two (32) years from the date of closing with the HCR and all construction funding sources for the Project (2 years construction and 30 years of permanent debt); and

WHEREAS, Section 577(1)(a) of the PHFL provides that the local legislative body of any municipality in which a project of a housing development fund

company is or is to be located may exempt the real property in such project from local and municipal taxes, including school taxes, other than assessments for local improvements; and

WHEREAS, the Company and the Beneficial Leasehold Owner have proposed a Tax Exemption and PILOT agreement with a term of 32 years and which will provide for PILOT payments of $29,518 in the first two years of the agreement (construction) and $40,886 in Year 1 escalating at the rate of 2% annually to the sum of $72,606 in year 30 of the agreement; and

WHEREAS, the Town of Hempstead Zoning Board of Appeals has approved the required zoning variance and the Town of Hempstead (the "Town") has also issued a SEQRA Negative Declaration and Site Plan Approval for the Project; and

WHEREAS, the Town has reviewed and approved the Company's request for the Tax Exemption and PILOT Agreement and the Franklin Square Union Free School District did not object to the proposed PILOT payment terms as set forth in the Tax Exemption and PILOT Agreement; and

WHEREAS, the County acts on behalf of itself, the Town, Special Districts and the School District in assessing real property for the purposes of taxation within the meaning of and in accordance with Section 577(1)(a) of the PHFL;

NOW, THEREFORE, BE IT RESOLVED BY THE LEGISLATURE OF THE COUNTY OF NASSAU AS FOLLOWS:

RESOLVED, that this Legislature hereby approves and the County Executive be and is hereby authorized to execute the Tax Exemption and PILOT Agreement on behalf of the County with the Company and the Beneficial Leasehold Owner, a copy of which

shall be on file in the Office of the Clerk of the County Legislature of Nassau County, and it is further

RESOLVED, that the County Executive is hereby authorized to execute any and all ancillary documents and to take such other action as may be necessary to carry out the purposes of the Tax Exemption and PILOT Agreement, and it is further

RESOLVED, that it is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that the proposed action has been determined not to have a significant effect on the environment and that no further review is required, and it is further

RESOLVED, that this Resolution shall take effect immediately

ATTACHMENT "B"

TAX EXEMPTION AND PILOT AGREEMENT

Dated as of _____, 2026

BY AND AMONG

DOGWOOD TERRACE HOUSING DEVELOPMENT FUND COMPANY, INC.,

DOGWOOD TERRACE LLC

AND

COUNTY OF NASSAU

LOCATION OF PREMISES:

ADDRESS :	1170-1182 Martha Place, Franklin Square
TOWN:	Hempstead
COUNTY:	Nassau
STATE:	New York
SECTION:	35
BLOCK:	A
LOT:	522

TAX EXEMPTION AND PILOT AGREEMENT

THIS AGREEMENT, dated as of _____, 2026, is by and between DOGWOOD TERRACE HOUSING DEVELOPMENT FUND COMPANY, INC., a New York not-for-profit corporation organized pursuant to Article XI of the New York Private Housing Finance Law, sponsored by Town of Hempstead Housing Authority ("PHFL") having an office c/o Town of Hempstead Housing Authority, 760 Jerusalem Avenue, Uniondale, NY 11553 (the "Company"), DOGWOOD TERRACE LLC, a New York limited liability company having an office at 49 Herb Hill Road, Glen Cove, New York 11542 (the "Beneficial Leasehold Owner") and COUNTY OF NASSAU, a municipal corporation of the State of New York, having an office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County").

WITNESSETH:

WHEREAS, the Town of Hempstead Housing Authority (the "Authority") was created for the accomplishment of any and all purposes specified in Article Eighteen of the Constitution of the State, pursuant to Section 479 of the Public Housing Law of the State, and the Authority was declared to have all the powers, rights and duties as set forth in the Act; and

WHEREAS, the Authority will enter into a 99 year ground lease conveying the premises, along with buildings and improvements, located at 1170-1182 Martha Place, Franklin Square, Town of Hempstead identified under the Nassau County Land and Tax Map as Section 35, Block A, Lot 522, and more particularly described (the "Premises") to the Company, as nominee of the Beneficial Leasehold Owner pursuant to the terms of a certain declaration of interest and nominee agreement dated of even date hereof (the "Nominee Agreement"), which will be the beneficial owner of the Premises and the Project (hereinafter defined);

WHEREAS, the managing member of the Beneficial Leasehold Owner will be Dogwood Terrace MM LLC, an entity owned fifty percent (50%) by G&G Dogwood Terrace LLC, whose sole member is G&G Property Holdings II LLC, an affiliate of Georgica Green Ventures, LLC, and owned fifty percent (50%) by the Company, and the other member of the Beneficial Leasehold Owner is an affiliate of Raymond James Affordable Housing Investments, Inc., which will provide an investment and utilize the tax credits awarded to the Beneficial Leasehold Owner, which was necessary in order to obtain the requisite financing, so as to permit the demolition of a deteriorating 104 senior unit housing facility and new construction of a fully approved three and four story accessible building consisting exclusively of one-bedroom apartments for seniors, to be constructed at Premises, along with the rehabilitation of the community center on the Premises, which will continue to be operated by the Town of Hempstead Department of Senior Enrichment (the "Project"); and

WHEREAS, the Authority has determined that the development of the Project is necessary in order to accomplish its goal of providing affordable housing to seniors;

WHEREAS, to effectuate the development of the Project, the Authority has applied for and secured the issuance of 9% tax credits to be issued by New York State Homes and Community Renewal ("HCR");

WHEREAS, in order to take advantage of aforesaid described financing, comply with the requirements of both HCR and U.S. Department of Housing and Urban Development ("HUD"), the Authority (i) must ground lease the Premises to a newly formed housing development fund corporation, DOGWOOD TERRACE HOUSING DEVELOPMENT FUND COMPANY, INC., a New York not-for-profit corporation having an office c/o Town of Hempstead Housing Authority, 760 Jerusalem Avenue, Uniondale, NY 11553, which Company is to be formed pursuant to Article XI of the New York Private Housing Finance Law (the "PHFL"), as nominee of the Beneficial Leasehold Owner as above described and (ii) must obtain a tax exemption agreement for a term not less than 32 years from the date of closing with HCR and all construction funding sources (2 years of construction and 30 years of permanent debt);

WHEREAS, Section 577(1)(a) of the PHFL provides that the local legislative body of any municipality in which a project of a housing development fund company is or is to be located may exempt the real property in such project from local and municipal taxes, including school taxes, other than assessments for local improvements; and

WHEREAS, the TOWN OF HEMPSTEAD (the "Town"), having reviewed the Company's request, approved the Company's request (the "Town Consent"); and

WHEREAS, the Franklin Square Union Free School District, after having reviewed the Company's request, did not object to the proposed payment in lieu of taxes ("PILOT") payment terms as set forth in this Agreement; and

WHEREAS, in order for the development of the Project to be feasible, the Company on behalf of the Beneficial Leasehold Owner has applied to the NASSAU COUNTY LEGISLATURE (hereinafter "Legislature") for an exemption from all County, Town, Special District and School District taxes, and any and all other local and municipal taxes other than assessments for local improvements; and

WHEREAS, the Beneficial Leasehold Owner is offering to make PILOT payments in accordance with the schedule set forth in paragraph 2 below upon the terms and conditions provided herein; and

WHEREAS, the County acts on behalf of itself, the Town, Special Districts and the School District in assessing real property for the purposes of taxation within the meaning of and in accordance with Section 577(1)(a) of the PHFL.

NOW, THEREFORE, it is mutually agreed by and between the parties hereto, as follows:

1. The County hereby grants to the Beneficial Leasehold Owner or any successor or transferee not-for-profit entity an exemption from County, Town and Special District and School taxes. This exemption shall apply to the Project, commonly known as **Dogwood Terrace**, more particularly described in Exhibit "A" hereto, which is also known as Section 35, Block A, Lot 522 on the Nassau County Land and Tax Land Map.

2. So long as the exemption provided for hereunder shall continue in full force and effect, the Beneficial Leasehold Owner shall pay each year to the County, for the benefit

of the County, the Town, the School District and Special Districts in which the Premises are located, PILOT payments in a sum equal to the minimum annual PILOT payments as set forth below:

Year	Tax Year	Total PILOT Payment
Constr.	2026/27	$29,518
Constr.	2027/28	$29,518
Year 1	2028/29	$41,703
Year 2	2029/30	$42,537
Year 3	2030/31	$43,388
Year 4	2031/32	$44,256
Year 5	2032/33	$45,141
Year 6	2033/34	$46,044
Year 7	2034/35	$46,965
Year 8	2035/36	$47,904
Year 9	2036/37	$48,862
Year 10	2037/38	$49,839
Year 11	2038/39	$50,836
Year 12	2039/40	$51,853
Year 13	2040/41	$52,890
Year 14	2041/42	$53,948
Year 15	2042/43	$55,027
Year 16	2043/44	$56,127
Year 17	2044/45	$57,250
Year 18	2045/46	$58,395
Year 19	2046/47	$59,563
Year 20	2047/48	$60,754
Year 21	2048/49	$61,969
Year 22	2049/50	$63,208
Year 23	2050/51	$64,473
Year 24	2051/52	$65,762
Year 25	2052/53	$67,077
Year 26	2053/54	$68,419
Year 27	2054/55	$69,787
Year 28	2055/56	$71,183
Year 29	2056/57	$72,606
Year 30	2057/58	$74,059
$ 1,750,861.00		

3. The County agrees to bill the Beneficial Leasehold Owner on or before **February 1st** of each year that this Agreement is or remains in effect. Failure of the County to bill the Beneficial Leasehold Owner on or before **February 1st** does not in any way affect the obligation of the Company to make the PILOT payments required under this Agreement.

4. The amounts due and payable under this Agreement shall be due and payable on or before **February 20th** of each year, but payment may be made on or before **March 15th** of each year without penalties or interest. Amounts due and payable under this Agreement shall be payable to the Treasurer of the County of Nassau, One West Street, Mineola, NY 11501, or at such other address as the Treasurer may notify the Company.

5. It is understood and agreed that the Beneficial Leasehold Owner's failure to make payments pursuant to this Agreement when said payments shall be due and payable, shall be treated for all purposes as a failure to make payments of real property taxes, and shall be governed by the same provisions of law as shall apply to any owner or owners of real property who fail to timely make payments of real property taxes. In the event the Beneficial Leasehold Owner fails to make its accrued PILOT payment by **April 1st** in any given year during the Term of this Agreement or if the Beneficial Leasehold Owner shall breach any other condition or provision of this Agreement, the exemption shall automatically and immediately cease and the Premises shall be assessed full taxes without any further PILOT exemption, provided that, with respect to such other condition or provision, the County shall have given written notice to the Beneficial Leasehold Owner and the Company in accordance with Section 15 of this Agreement and afforded a reasonable time period of at least 30 days to cure.

6. The Beneficial Leasehold Owner's obligations under this Agreement shall be secured by a PILOT Mortgage on the Premises to be made by the Company and the Beneficial Leasehold Owner in favor of the County. The Beneficial Leasehold Owner and the Company acknowledge and agree that any default under the provisions of this Agreement shall constitute a default under the provisions of the PILOT Mortgage secured by the Premises.

7. All PILOT payments made hereunder shall be allocated by the County among the affected tax jurisdictions in proportion to the amount of real property and other taxes and assessments that would have been received by each tax jurisdiction had the Premises not been exempt. The Nassau County Department of Assessment shall forward the allocated amounts from each yearly PILOT payment to the County, Town and affected School District(s). The amount forwarded to the School District shall also include the portion allocated to the applicable Library District, which proportional amount is to be forwarded by the School District to the Library District. The amount forwarded to the Town shall also include the portions allocated to the Special Districts in which the Premises is located, which proportional amounts are to be forwarded by the Town to the respective Special District.

8. The Beneficial Leasehold Owner, by signing below, agrees to make the PILOT payments regardless of whether or not any tenant fails to pay rent.

9. So long as the exemption with respect to the Premises described above remains in effect, neither the Company, nor their respective successors and assigns, nor the individual owners, shall protest, challenge or file a tax certiorari petition with respect to the assessed valuation of the Premises. Neither the Company nor the Company on behalf of or those to whom the units are rented shall be eligible to receive or file for any other abatement or exemption except for the exemption granted herein for the duration of this Agreement.

10. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York.

11. This Agreement may be modified only by written instrument duly executed by the parties hereto.

12. This Agreement shall not be assigned, shared or otherwise transferred without the prior written consent of the County and any purported assignment, sharing or transfer without such consent shall be void ab initio.

13. If any provision of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such provision so adjudged invalid, illegal or unenforceable shall be deemed separate, distinct and independent and the remainder of this Agreement shall be and remain in full force and effect and shall not be otherwise affected by such holding or adjudication.

14. 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 or Company 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 Office of the Nassau County Treasurer, to the attention of the County Treasurer at One West Street, Mineola, NY 11501, (ii) if to an Applicable Deputy County Executive ("DCE"), to the attention of the Applicable DCE (whose name the Company shall obtain from the County) 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, (iv) if to the County Attorney, to the attention of the County Attorney at One West Street, Mineola, NY, 11501, and (v) if to the Beneficial Leasehold Owner, to the attention of the person who executed this Agreement on behalf of the Beneficial Leasehold Owner at the address specified above for the Beneficial Leasehold Owner, and to Beneficial Leasehold Owner's counsel at Cannon Heyman & Weiss, LLP, 54 State Street, 5th Floor, Albany, New York 12207, Attention: Chrisopher Babcock, Esq. and in each case to such other persons or addresses as shall be designated by written notice. Copies of any notice sent to the Beneficial Leasehold Owner shall be sent to (i) the Company to the attention of the person who executed this Agreement on behalf of the Company, with a copy sent to RJ MT Dogwood Terrace L.L.C., c/o Raymond James Affordable Housing Investments, Inc., 880 Carillon Parkway, St. Petersburg, Florida 33716, Attention: Steven Kropf, President, with a copy to Klein Hornig LLP, 1325 G Street NW, Suite 770, Washington D.C. 20005, Attention: Dawna J. Steelman, Esq.

15. Neither the Company nor the Beneficial Leasehold Owner is in arrears to the County upon any debt or contract and 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.

16. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to the Company, the Beneficial Leasehold Owner or any

other person or entity 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 or a Deputy County Executive.

17. This Agreement will take effect on the date of closing, i.e. when the Company acquires nominal leasehold interest on behalf of the Beneficial Leasehold Owner in the Premises.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of _____, 2026.

COUNTY OF NASSAU

By: _____
Deputy County Executive

DOGWOOD TERRACE HOUSING DEVELOPMENT FUND COMPANY, INC.
A New York not-for-profit corporation

By: _____
Name:
Title:

DOGWOOD TERRACE LLC

By: _____

FORM APPROVED

By: Theodore E. Hamel
Assistant County Attorney

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

On the ____ day of _____, 2026 before me, the undersigned, personally appeared _____ Deputy County Executive, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

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

On the ____ day of _____, 2026 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

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

On the 4 day of May, 2026 before me, the undersigned, personally appeared David Grallo, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Angela Mastrantuono
Notary Public

ANGELA MASTRANTUONO
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01MA6293041
Qualified in Suffolk County
Commission Expires 01/25/20 30

EXHIBIT A

Description of Premises

ALL that certain plot piece or parcel of land, situate, lying and being at Franklin Square, Town of Hempstead, County of Nassau and State of New York, shown on the Nassau County Land and Tax map as Section 35, Block A, Lot No. 522 bounded and described as follows:

BEGINNING at a point on the Northerly side of Martha Place at the Easterly map line of Map of Franklin Heights, filed map number 617, file date 10/20/26, said point being distant 285.40 feet Easterly side of Lucille Avenue and the Northerly side of Martha Place, and from said point of beginning;

RUNNING THENCE Northerly, the following 2 courses and distances as measured along the Easterly map line of Map of Franklin Heights:

1. North 35 degrees 30 minutes 10 seconds East 131.53 feet;
2. North 35 degrees 23 minutes 30 seconds East 98.71 feet;

RUNNING THENCE Easterly South 65 degrees 25 minutes 40 seconds East 224.32 feet to the Westerly side of property belonging to Nassau County; and

RUNNING THENCE Southerly the following 3 courses and distances, as measured along the Westerly side of property belonging to Nassau County:

1. South 23 degrees 01 minutes 14 seconds West 114.79 feet;
2. South 21 degrees 48 minutes 05 seconds West 478.75 feet;
3. South 33 degrees 29 minutes 00 seconds West 2.55 feet;

RUNNING THENCE Westerly as measured along the map line of Map of Franklin Heights North 65 degrees 46 minutes 30 seconds West 80.99 feet;

RUNNING THENCE Northerly the following 2 courses and distances:

1. North 33 degrees 29 minutes 00 seconds East 10.39 feet;
2. North 21 degrees 48 minutes 05 seconds East 12.83 feet;

RUNNING THENCE Westerly the following 2 courses and distances:

1. North 68 degrees 11 minutes 55 seconds West 50.00 feet;
2. North 56 degrees 31 minutes 00 seconds West 98.44 feet;

RUNNING THENCE Northerly North 33 degrees 29 minutes 00 seconds East 79.90 feet;

RUNNING THENCE Westerly North 56 degrees 31 minutes 00 seconds West 85.50 feet to the Easterly line of Map of Franklin Heights; and

RUNNING THENCE Northerly along said map line the following 3 courses and distances:

1. North 24 degrees 58 minutes 00 seconds East 125.02 feet;
2. North 27 degrees 49 minutes 30 seconds East 108.24 feet;
3. North 35 degrees 30 minutes 10 seconds East 8.39 feet to the point or place of BEGINNING.

DISCLOSURES

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?

Electronically signed and certified at the date and time indicated by:
Jael Ferguson [JFERGUSON@GEORGICAGREEN.COM]

Dated: 04/30/2026 01:54:40 pm

Vendor: Dogwood Terrace LLC

Title: Authorized User

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: David Gallo
   Date of birth: [redacted]
   Home address: [redacted]
   City: [redacted] State/Province/ Territory: NY Zip/Postal Code: [redacted]
   Country: US

   Business Address: 49 Herb Hill Road
   City: Glen Cove State/Province/ Territory: NY Zip/Postal Code: 11542
   Country US
   Telephone: 516-470-9100

   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	08/01/2024	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 notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

Georgica Green Ventures, LLC
Georgica Property Management LLC
First Madison Park Corp.
G&G Property Holdings I LLC
G&G Property Holdings II 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 [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, David Gallo , 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, David Gallo , 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.

Dogwood Terrace LLC

Name of submitting business

Electronically signed and certified at the date and time indicated by:
David Gallo DOGWOOD@GEORGICAGREEN.COM

President

Title

05/04/2026 04:08:32 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: 04/29/2026

1) Proposer's Legal Name: Dogwood Terrace LLC

2) Address of Place of Business: 49 Herb Hill Road

City: Glen Cove State/Province/ Territory: NY Zip/Postal Code: 11542

Country: US

3) Mailing Address (if different):

City: State/Province/ Territory: Zip/Postal Code:

Country:

Phone:

Does the business own or rent its facilities? Other If other, please provide details:

Dogwood Terrace LLC is a single-purpose entity and does not maintain a separate physical office. Administrative and operational functions are conducted from the offices of Georgica Green Ventures, LLC (project developer).

4) Dun and Bradstreet number:

5) Federal I.D. Number: 994258822

6) The proposer is a: Other (Describe) Limited Liability Company (Partnership)

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

YES [X] NO [ ] If yes, please provide details:

Dogwood Terrace LLC is a single-purpose entity and does not maintain its own office, staff, or equipment. These functions are provided by project developer, Georgica Green Ventures, LLC.

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:

Dogwood Terrace LLC is a single-purpose entity controlled by its managing member, Dogwood Terrace MM LLC.

1 File(s) uploaded: Organizational Chart - Dogwood Terrace (1559250.8).docx

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.

In connection with any actual or possible Conflict of Interest, an interested person of the Company must disclose the potential Conflict of Interest to an officer of the Company. Such disclosure may be made in a written statement or orally at a meeting. The officers of the Company will review such disclosure and make a determination. If there is the potential for a Conflict of Interest, then the officers will consider alternatives to the proposed transaction, staffing or arrangement. After exercising due diligence, the officers shall determine the best path forward to avoid a Conflict of Interest.

(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.

In connection with any actual or possible Conflict of Interest, an interested person of the Company must disclose the potential Conflict of Interest to an officer of the Company. Such disclosure may be made in a written statement or orally at a meeting. The officers of the Company will review such disclosure and make a determination. If there is the potential for a Conflict of Interest, then the officers will consider alternatives to the proposed transaction, staffing or arrangement. After exercising due diligence, the officers shall determine the best path forward to avoid 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.

In connection with any actual or possible Conflict of Interest, an interested person of the Company must disclose the potential Conflict of Interest to an officer of the Company. Such disclosure may be made in a written statement or orally at a meeting. The officers of the Company will review such disclosure and make a determination. If there is the potential for a Conflict of Interest, then the officers will consider alternatives to the proposed transaction, staffing or arrangement. After exercising due diligence, the officers shall determine the best path forward to avoid a Conflict of Interest.

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 connection with any actual or possible Conflict of Interest, an interested person of the Company must disclose the potential Conflict of Interest to an officer of the Company. Such disclosure may be made in a written statement or orally at a meeting. The officers of the Company will review such disclosure and make a determination. If there is the potential for a Conflict of Interest, then the officers will consider alternatives to the proposed transaction, staffing or arrangement. After exercising due diligence, the officers shall determine the best path forward to avoid a 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;

08/01/2024

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.

David Gallo, 49 Herb Hill Road, Glen Cove, NY 11542, President
Louis Grassi, 50 Jericho Quadrangle, Suite 200, Jericho, NY 11753, Vice President
Matthew Ardito, 49 Herb Hill Road, Glen Cove, NY 11542, Secretary

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

David Gallo, 49 Herb Hill Road, Glen Cove, NY 11542, President
Louis Grassi, 50 Jericho Quadrangle, Suite 200, Jericho, NY 11753, Vice President
Matthew Ardito, 49 Herb Hill Road, Glen Cove, NY 11542, Secretary

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

0

vi) Annual revenue of firm;

0

vii) Summary of relevant accomplishments

Not Applicable, single-purpose entity.

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

B. Indicate number of years in business.

2

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

Dogwood Terrace LLC is a single-purpose entity controlled by its managing member, Dogwood Terrace MM LLC. The project developer of Dogwood Terrace is Georgica Green Ventures, LLC (GGV). GGV is a multifaceted real estate development company specializing in all aspects of affordable housing. GGV was founded on the belief that affordable housing has a place in all communities and that the diversity of race, age, and ethnicity makes those communities stronger. Since 2012, the GGV has created over 1,800 affordable units for New York families. These projects span a broad spectrum, including storm recovery efforts, workforce development initiatives, downtown revitalization projects, and senior-focused developments. They also encompass public housing restructurings, full gut rehabilitations, and supportive housing for veterans, individuals experiencing homelessness, and survivors of domestic violence. GGV's expertise in development, construction, and property management, combined with its experienced team, ensures the capacity and reliability to successfully 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	TD Bank US		
Contact Person	Matthew Schatz		
Address	One Vanderbilt, 14th Floor		
City	New York	State/Province/Territory	NY
Country	US		
Telephone	(845) 536-7429		
Fax #			
E-Mail Address	Matthew.schatz@td.com		

Company	Raymond James Affordable Housing Investments		
Contact Person	Matt Braunstein		
Address	320 Park Avenue, 11th Floor		
City	New York	State/Province/Territory	NY
Country	US		
Telephone	(212) 883-6562		
Fax #			
E-Mail Address	Matt.Braunstein@RaymondJames.com		

Company	Webster Bank NA		
Contact Person	James Dittbrenner		
Address	360 Lexington Avenue, 4th Floor		
City	New York	State/Province/Territory	NY
Country	US		
Telephone	(212) 575-2461		
Fax #			
E-Mail Address	jdittbrenner@websterbank.com		

I, Jael Ferguson , 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, Jael Ferguson , 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: Dogwood Terrace LLC

Electronically signed and certified at the date and time indicated by:
Jael Ferguson JFERGUSON@GEORGICAGREEN.COM

Authorized User
Title

05/04/2026 12:22:30 pm
Date

COUNTY OF NASSAU

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

1. Name of the Entity: Dogwood Terrace LLC

Address: 49 Herb Hill Road

City: Glen Cove State/Province/Territory: NY Zip/Postal Code: 11542

Country: US

2. Entity's Vendor Identification Number: 99-4258822

3. Type of Business: Other (specify) Limited Liability Company (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: Question 4 CCVD Form - Dogwood Terrace.docx

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.

David Gallo, President - 49 Herb Hill Road, Glen Cove, NY 11542
Louis Grassi, Vice President - 50 Jericho Quadrangle, Suite 200, Jericho, NY 11753
Matthew Ardito, Secretary - 49 Herb Hill Road, Glen Cove, NY 11542

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. Georgica Green Ventures, LLC - Project Developer
2. Entities in Organizational Chart: Dogwood Terrace MM LLC, G&G Dogwood Terrace LLC, G&G Property Holdings II LLC, Dogwood Terrace Master Tenant LLC (see uploaded org chart)

1 File(s) uploaded: Organizational Chart - Dogwood Terrace (1559250.8).docx

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

(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.

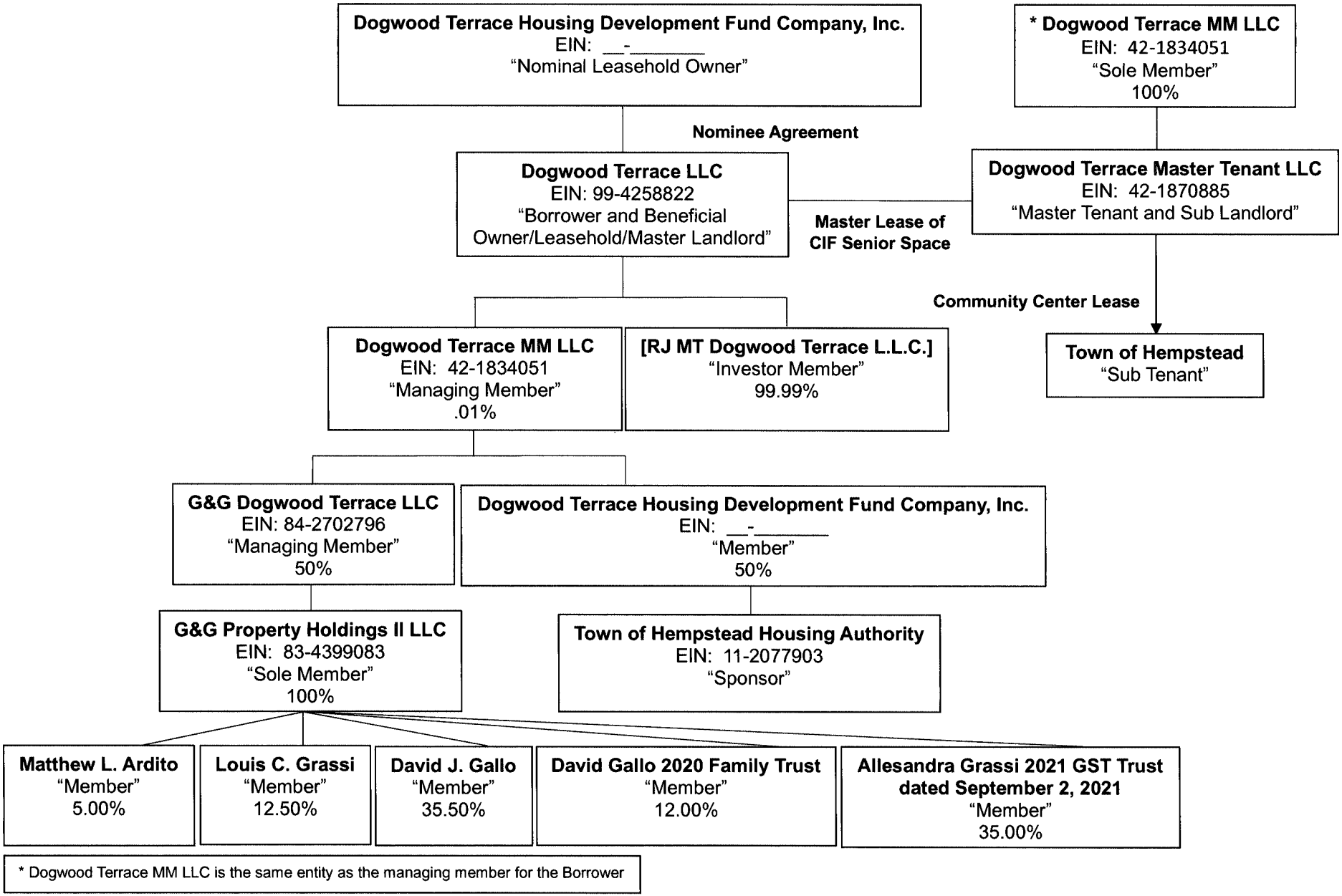
Electronically signed and certified at the date and time indicated by:
Jael Ferguson [JFERGUSON@GEORGICAGREEN.COM]

Dated: 05/04/2026 12:07:26 pm

Title: Authorized User

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.

DOGWOOD TERRACE
ORGANIZATIONAL STRUCTURE



1559250.8

Certified: --

113-26

FILED BY THE CLERK OF THE NASSAU COUNTY LEGISLATURE MAY 8, 2026 4:00 PM

NIFS ID: CLPW26000009

Capital: **X**

Contract ID #: **CFPW19000031**

NIFS Entry Date: **04/15/2026**

DPW Contract Number: **C011506**

Department: Public Works

Service: **Western Bays-Bay Park Conveyance Project DEC Contract C011506 Amendment #2**

Term: **Extending the end date of the amended Contract by a two-year period such that the Contract will terminate and expire nine years from the effective date, which extends the expiration date from December 9, 2026, to December 9, 2028.**

Contract Delayed:

Slip Type: **Amendment**		
CRP:		
Time Extension: **X**		
Addl. Funds: **X**		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	**Yes**
2) Comptroller Approval Form Attached:	**No**
3) CSEA Agmt. & 32 Compliance Attached:	**No**
4) Significant Adverse Information Identified? (if yes, attach memo):	**Yes**
5) Insurance Required:	**Yes**

Vendor/Municipality Info:	
Name: **AECOM USA, Inc.**	ID#:**135511947**
Main Address: **532 BROADHOLLOW RD MELVILLE, NY 11747** Contract Specific Address: **For Remittance: AECOM USA Inc. 1178 Paysphere Circle Chicago, IL 60674-0011**	
Main Contact: **Abby Bass**	
Main Phone: **(407) 212-2719**	

Department:
Contact Name: **Christopher Vella**
Address: **NCDPW 3340 Merrick Road Building "R" 3rd Floor Wantagh, NY 11793**
Phone: **(516) 571-7523**
Email: **awalsh@hazenandsawyer.com,ldionisio@nassaucountyny.gov,ekobel@nassaucountyny.gov,lcaruso@nassaucountyny.gov**

Contract Summary

Purpose: This is an Amendment to Professional Services Agreement with AECOM to continue Professional Services for the Bay Park Conveyance Project DEC Contract No. C011506.

Procurement History: The initial contract was procured by NYSDEC via a qualifications-based process. NYSDEC - as

memorialized in the Cooperative Agreement - has determined the best and most cost-effective delivery method for constructing the Conveyance Project is the Design/Build (D/B) method. As NY State law does not give the County the option of procuring a D/B contractor, the County, through a triparty agreement, utilized the D/B procurement option provided to NYSDEC by the New York State Legislature.

Description of General Provisions: The Bay Park Conveyance Project will eliminate the discharge of treated wastewater effluent into Reynolds Channel by diverting this effluent to the Cedar Creek Ocean outfall pipe. Previous engineering analyses found the existing Cedar Creek Outfall has adequate capacity under nearly all flow conditions to assume the Bay Park effluent. Additionally, past studies have concluded that the conveyance of effluent to Cedar Creek is both a cost and time savings as compared to the construction of a new ocean outfall for Bay Park. Finally, a 2016 engineering evaluation has confirmed that the utilizing existing out of-service infrastructure - constructed to supp lying water to Brooklyn - is a viable cost-effective asset for the Conveyance Project. Currently, the County's engineering consultant, WSP, is providing the preliminary engineering and environmental work for the Conveyance Project. This amendment provides two-year extension of time and additional funds.

Impact on Funding / Price Analysis: The additional amount to be encumbered under Amendment No. 2 is $8,523,000.00. The Amendment #1 contract amount of $20,630,000.00 will be increased to $29,153,000.00. Funding is available under Capital Project No. 3B116.

Change in Contract from Prior Procurement: Amendment # 1 extended the original end of the Contract term by two years such that the Contract will terminate and expire seven years from the effective date, which extends the expiration date from December 8, 2024, to December 8, 2026. Additionally, Amendment #1 added $4,000,000.00 and increased the maximum contract amount to $20,630,000.00. Amendment #2 seeks to further extend the term for an additional two-year period from December 9, 2026, to December 9, 2028, and add $8,523,000.00 for a new maximum contract amount of $29,153,000.00.

Method of Source Selection:

☑ Contract amendment, extension, or renewal

Contract originally executed on: 11/05/2019

Original procurement method: The initial contract was procured by NYSDEC via Qualifications Based Selection.

MWBE Participation:

☑ Participation of Minority-owned and Women-owned Business Enterprises 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 by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

☑ Department MWBE Responsibilities: To ensure compliance with MWBE requirements as outlined in Exhibit EE, Department will require vendor to submit list of subcontractor requirements prior to submission of the first claim voucher for services under this contract being submitted to the Comptroller.

Contractor is a (check all that apply):

☐ MWBE

☐ SDVOB

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
CD2			00	PWCD2CD2	00003	PWCD2CD2 00003 3B116 004	01	$8,523,000.00
						TOTAL		**$8,523,000.00**

Additional Info	
Blanket Encumbrance	
Transaction	107
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	$0.00
Federal	$0.00
State	$0.00
Capital	$8,523,000.00
Other	$0.00
Total	**$8,523,000.00**

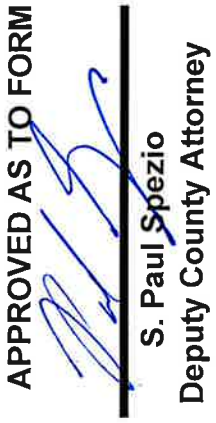
Routing Slip

Department			
NIFS Entry	Elizabeth Kobel	04/16/2026 11:40AM	Approved
NIFS Final Approval	Christopher Yansick	04/17/2026 10:24AM	Approved
Final Approval	Christopher Yansick	04/17/2026 10:24AM	Approved
DPW			
Capital Fund Approval	Christopher Yansick	04/20/2026 02:27PM	Approved
Final Approval	Christopher Yansick	04/20/2026 02:27PM	Approved
County Attorney			
RE & Insurance Verification	Grady Farnan	04/21/2026 09:31AM	Approved
Approval as to Form	Julie Silverstein	04/22/2026 04:14PM	Approved
NIFS Approval	Mary Nori	04/29/2026 10:01AM	Approved
Final Approval	Mary Nori	05/06/2026 03:56PM	Approved
OMB			
NIFS Approval	Nadiya Gumieniak	04/20/2026 02:31PM	Approved
NIFA Approval	Christopher Nolan	04/27/2026 04:06PM	Approved
Final Approval	Christopher Nolan	04/27/2026 04:06PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	04/29/2026 10:11AM	Approved
DCE Compliance Approval	Robert Cleary	04/30/2026 02:45PM	Approved
Vertical DCE Approval	Arthur Walsh	05/06/2026 03:12PM	Approved
Final Approval	Arthur Walsh	05/06/2026 03:12PM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	05/08/2026 02:01PM	Approved

Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending
Legal Approval			Pending
Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

RESOLUTION NO. – 2026

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PROFESSIONAL CONSULTING SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND AECOM USA, INC. AND THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION



WHEREAS, the County has negotiated an amendment to a professional consulting services agreement with AECOM USA, Inc. and the New York State Department of Environmental Conservation wherein AECOM provides consulting services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Nassau County Legislature authorizes the County Executive to execute said amendment.

AMENDMENT TO NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION DESIGN-BUILD PROFESSIONAL CONSULTING SERVICES CONTRACT

between

AECOM USA, Inc.,

NASSAU COUNTY

and

STATE OF NEW YORK DEPARTMENT OF ENVIRONMENTAL CONSERVATION

THIS AMENDMENT, entered into by and between the State of New York Department of Environmental Conservation (hereinafter referred to as the DEPARTMENT), having offices at 625 Broadway, Albany, New York 12233; Nassau County (hereinafter referred to individually as the "County"), a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501; and AECOM USA, Inc. (hereinafter referred to as "CONSULTANT" in the body of the Contract and or Agreement), having offices at 125 Broad St., 14th Floor, New York, New York 10004 (collectively referred to as the "Parties") is hereby attached to and becomes incorporated into the above referenced contract.

WITNESSETH:

WHEREAS, the parties entered into a prior Contract and or Agreement which was duly assigned Contract Number C011506 (the "Contract") which said Contract the parties now desire to further amend and extend; and

WHEREAS, the DEPARTMENT and the COUNTY entered into a cooperative agreement to carry out the joint delivery of a project to divert treated wastewater from the Bay Park Wastewater Treatment Plant (now known as the South Shore Water Reclamation Facility) to the Cedar Creek Wastewater Treatment Plant's (now known as the Cedar Creek Water Pollution Control Plant's) ocean outfall (the "Project"); and

WHEREAS, through the Contract, the DEPARTMENT and COUNTY retained Professional Consulting Services through an expert engineering firm to assist in the management of the procurement, design, and construction of the Project using a Design-Build approach pursuant to the Infrastructure Investment Act (Part F of Chapter 60 of the Laws of 2015, as amended by Part RRR of Chapter 59 of the Laws of 2017 and Part WWW of Chapter 59 of the Laws of 2019); and

WHEREAS, the Contract included a Maximum Amount Payable (MAP) of $16,630,000.00 to the CONSULTANT in Article 6. Any increase to the MAP requires written amendment. Additionally, the Contract term was originally scheduled to terminate and expire on December 9, 2024 per Article 2, with an option for the Parties to extend the term up to two consecutive two-year periods (totaling four years) if the DEPARTMENT deems necessary through the period of completion of related construction contracts, and provided there is a written amendment; and

WHEREAS, due to delays in completion of the Design Build Contract D-011883, the Contract was amended on March 11, 2025 to extend the Contract to terminate and expire on December 8, 2026 and add $4,000,000.00 to the Contract Maximum Amount Payable for a total Contract Maximum Amount Payable of $20,630,000.00; and

WHEREAS, on March 13, 2025 the Design-Build Contract D-011883 was also necessarily amended to extend the Final Acceptance Date as a result of numerous delays in design, construction, and equipment and materials delivery and due to the continuance of such delays it must be amended again; and

WHEREAS, with this second extension of the Design-Build Contract, necessitated by ongoing delays to the completion of the Design Build Contract D011883, further delaying project close-out and causing the disproportionate expenditure of the scheduled amount as set forth in Amendment No. 1, necessitating this second amendment and extension to the Contract for continued services from CONSULTANT for expert engineering management of design, construction, and final Project close-out in accordance with the Contract's Attachment 1 - Scope of Services; and

WHEREAS, the Contract provides for amending the Contract in Article 35 and extending the Contract in Article 2.

NOW THEREFORE, the parties hereto agree as follows:

1. Article 2. TERM. is revised by extending the end date of the Contract for a two-year period from December 9, 2026 to December 9, 2028.

2. Article 6. PAYMENT. is revised to increase the MAP under this Contract by $8,523,000.00 for a new MAP of $29,153,000.

3. Exhibit A, Specific Hourly Rates is supplemented with the attached Exhibit A, Specific Hourly Rates for 2026, 2027, and 2028.

4. Exhibit B, Subcontractor Specific Hourly Rates, Direct Non-Salary Costs, & Lump Sum Fee is supplemented with the attached Exhibit B, Specific Hourly Rates, Direct Non-Salary Costs, & Lump Sum Fee for 2026, 2027, and 2028.

5. All other terms and conditions of Contract Number C011506, as amended will remain in full force and effect.

SIGNATURE PAGE

IN WITNESS WHEREOF, this Amendment has been duly executed by the parties hereto on the day and year appearing following their respective signatures.

Department Certification "In addition to the acceptance of this Contract Amendment, I also certify that original copies of this signature page will be attached to all other exact copies of the subject Contract."

CONSULTANT SIGNATURE
By:
Print Name: Paul F. Storella
Title: Senior Vice President
Dated: 1/7/26

NASSAU COUNTY SIGNATURE
By:
Print Name:
Title:
Dated:

DEPARTMENT SIGNATURE
By:
Print Name: Katherine Calogero
Title: Director, Division of Fiscal Management
Dated:

ATTORNEY GENERAL'S SIGNATURE
Approved as to Form:
Dated:

COMPTROLLER'S SIGNATURE
Approved: Thomas P. DiNapoli State Comptroller
Dated:

Consultant (AECOM USA) Acknowledgement

State of New York)
) ss.:
County of Nassau)

On the 7th day of January in the year 2026, before me, the undersigned notary public, personally appeared Paul F Storelli, 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.

ASHVINKUMAR VENAJI SOLANKI
STATE OF NEW YORK
NOTARY PUBLIC
Qualified in New York County
01SO0016436
MY COMMISSION EXPIRES 11/15/2027

AV

_____ Notary Public

Nassau County Acknowledgement

State of _____)
) ss.:
County of _____)

On the _____ day of _____ in the year _____, before me, the undersigned notary public, personally appeared _____, 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.

_____ Notary Public

BAY PARK CONVEYANCE PROJECT - POST AWARD RATE TABLE

Exhibit A, Specific Hourly Rates

AECOM, USA Staff
Specific Hourly Rates for Services Performed in 2026

Name	Title	Maximum Hourly Rate	Multiplier*	Fully Loaded Rate	Overtime Rate
Aaron Rupp	Project Control				
Addyson Lyons	Roadway/Transportation Engineering				
Aimee Boulet	Senior Program Engineer/Project Manager				
Chris Macey	SME Pipeline Rehab				
Eric Janssen	Lead Electrical Engineer				
Erin Guire	Permit Advisor				
Farhan Haddad	Procurement Advisor				
Guru Panda	Geotechnical Engineering Support				
Irwan Halim	Design Quality Management				
Jacob (Jake) Williamson	Roadway/Transportation Engineering				
Jaechul Kim	Scheduling P6 Subject Matter Expert				
James Thompson	SME Mechanical				
Lawrence Pendergast	SME Instrumentation & Controls				
Marc Gluberman	Deputy Project Manager				
Michael Cronan	Field Oversight (Commiss. Lead)				
Nausherwan Hasan	Civil/Structural Engineer				
Niels Benavides	Senior Architect				
Paige Williams	Kahua (PMIS) Implementation				
Paul Nicholas	SME Microtunnels				
Purnima Prasad	Project Engineer				
Richard Redmond	Construction Quality Management				
Richard Renzi	EH&S Manager				
Sandra Somwaru	Administration				
Tina Hu	Project Engineer				
William Tuccillo	SME Electrical				
Melissa Ann Zentai	Deputy Ecologist				
Ronis Pelekanos	Project Controls and Claims Manager				
Whitney Brooks	Kahua Coder				

*The Multiplier is subject to change pursuant to Article 6 of this Agreement.
**Billable Rates are capped at $325 per hour.

BAY PARK CONVEYANCE PROJECT - POST AWARD RATE TABLE

Exhibit A, Specific Hourly Rates

AECOM, USA Staff
Specific Hourly Rates for Services Performed in 2027

Name	Title	Maximum Hourly Rate	Multiplier*	Fully Loaded Rate	Overtime Rate
Aaron Rupp	Project Control				
Addyson Lyons	Roadway/Transportation Engineering				
Aimee Boulet	Senior Program Engineer/Project Manager				
Chris Macey	SME Pipeline Rehab				
Eric Janssen	Lead Electrical Engineer				
Erin Guire	Permit Advisor				
Farhan Haddad	Procurement Advisor				
Guru Panda	Geotechnical Engineering Support				
Irwan Halim	Design Quality Management				
Jacob (Jake) Williamson	Roadway/Transportation Engineering				
Jaechul Kim	Scheduling P6 Subject Matter Expert				
James Thompson	SME Mechanical				
Lawrence Pendergast	SME Instrumentation & Controls				
Marc Gluberman	Deputy Project Manager				
Michael Cronan	Field Oversight (Commiss. Lead)				
Nausherwan Hasan	Civil/Structural Engineer				
Niels Benavides	Senior Architect				
Paige Williams	Kahua (PMIS) Implementation				
Paul Nicholas	SME Microtunnels				
Purnima Prasad	Project Engineer				
Richard Redmond	Construction Quality Management				
Richard Renzi	EH&S Manager				
Sandra Somwaru	Administration				
Tina Hu	Project Engineer				
William Tuccillo	SME Electrical				
Melissa Ann Zentai	Deputy Ecologist				
Ronis Pelekanos	Project Controls and Claims Manager				
Whitney Brooks	Kahua Coder				

*The Multiplier is subject to change pursuant to Article 6 of this Agreement.
**Billable Rates are capped at $325 per hour.

BAY PARK CONVEYANCE PROJECT - POST AWARD RATE TABLE

Exhibit A, Specific Hourly Rates

AECOM, USA Staff
Specific Hourly Rates for Services Performed in 2028

Name	Title	Maximum Hourly Rate	Multiplier*	Fully Loaded Rate	Overtime Rate
Aaron Rupp	Project Control				
Addyson Lyons	Roadway/Transportation Engineering				
Aimee Boulet	Senior Program Engineer/Project Manager				
Chris Macey	SME Pipeline Rehab				
Eric Janssen	Lead Electrical Engineer				
Erin Guire	Permit Advisor				
Farhan Haddad	Procurement Advisor				
Guru Panda	Geotechnical Engineering Support				
Irwan Halim	Design Quality Management				
Jacob (Jake) Williamson	Roadway/Transportation Engineering				
Jaechul Kim	Scheduling P6 Subject Matter Expert				
James Thompson	SME Mechanical				
Lawrence Pendergast	SME Instrumentation & Controls				
Marc Gluberman	Deputy Project Manager				
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Niels Benavides	Senior Architect				
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Paul Nicholas	SME Microtunnels				
Purnima Prasad	Project Engineer				
Richard Redmond	Construction Quality Management				
Richard Renzi	EH&S Manager				
Sandra Somwaru	Administration				
Tina Hu	Project Engineer				
William Tuccillo	SME Electrical				
Melissa Ann Zentai	Deputy Ecologist				
Ronis Pelekanos	Project Controls and Claims Manager				
Whitney Brooks	Kahua Coder				

*The Multiplier is subject to change pursuant to Article 6 of this Agreement.
**Billable Rates are capped at $325 per hour.

Exhibit B, Subcontractor Specific Hourly Rates, Direct Non-Salary Costs, & Lump Sum Fee

Subcontractor Staff
Specific Hourly Rates for Services Performed in 2026

Name	Title	Firm	Maximum Hourly Rate	Multiplier*	Fully Loaded Rate	Overtime Rate
Carol Ruiz	Document Control	NOVA				
Amber Vasquez	Document Control	NOVA				
Sandro Demelas	Field Inspector	NOVA				
Eric Wisnom	Junior Environmental Planner	CALLADIUM				
Leslie Mesnick	Senior Project Manager	CALLADIUM				

*The Multiplier is subject to change pursuant to Article 6 of this Agreement.

Exhibit B, Subcontractor Specific Hourly Rates, Direct Non-Salary Costs, & Lump Sum Fee

Subcontractor Staff
Specific Hourly Rates for Services Performed in 2027

Name	Title	Firm	Maximum Hourly Rate	Multiplier*	Fully Loaded Rate	Overtime Rate
Carol Ruiz	Document Control	NOVA	[redacted]			
Amber Vasquez	Document Control	NOVA				
Sandro Demelas	Field Inspector	NOVA				
Eric Wisnom	Junior Environmental Planner	CALLADIUM				
Leslie Mesnick	Senior Project Manager	CALLADIUM				

*The Multiplier is subject to change pursuant to Article 6 of this Agreement.

Exhibit B, Subcontractor Specific Hourly Rates, Direct Non-Salary Costs, & Lump Sum Fee

Subcontractor Staff
Specific Hourly Rates for Services Performed in 2028

Name	Title	Firm	Maximum Hourly Rate	Multiplier*	Fully Loaded Rate	Overtime Rate
Carol Ruiz	Document Control	NOVA	[redacted]			
Amber Vasquez	Document Control	NOVA				
Sandro Demelas	Field Inspector	NOVA				
Eric Wisnom	Junior Environmental Planner	CALLADIUM				
Leslie Mesnick	Senior Project Manager	CALLADIUM				

*The Multiplier is subject to change pursuant to Article 6 of this Agreement.

NIFA Nassau County Interim Finance Authority

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

1. Vendor: AECOM USA, Inc.

2. Amount requiring NIFA approval: $8,523,000.00

Amount to be encumbered: $8,523,000.00

Slip Type: 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: to Extending the end date of the amended Contract by a two-year period such that the Contract will terminate and expire nine years from the effective date, which extends the expiration date from December 9, 2026, to December 9, 2028.

Has work or services on this contract commenced? No

If yes, please explain:

4. Funding Source:

General Fund (GEN)		Grant Fund (GRT)
Capital Improvement Fund (CAP)	X	Other
Federal %	0	
State %	0	
County %	100	

Is the cash available for the full amount of the contract?	No
If not, will it require a future borrowing?	Yes
Has the County Legislature approved the borrowing?	Yes
Has NIFA approved the borrowing for this contract?	No

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

This is an Amendment to Professional Services Agreement with AECOM to continue Professional Services for the Bay Park Conveyance Project DEC Contract No. C011506.

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

Nassau County Attorney as to form	Yes
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	Posting Date	Amount Added in Prior 12 Months

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 04/27/2026

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.

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Contract File

FROM: Jane Houdek, Esq.
Designated DCCO

DATE: March 30, 2026

SUBJECT: Bay Park Conveyance Project
Owner's Agent Tri Party Contract Amendment
AECOM USA, Inc.
Responsibility Determination Memo

DPW Summary Finding

It is the Department's opinion that based on the information known to the Department and summarized in this memorandum, that the vendor is a responsible contractor for the purpose of being awarded the above-referenced contract.

NYS Standard for State and Municipal Contract Approval

Prior to the award of a contract, New York State agencies and political subdivisions, are required to make a determination of responsibility of the proposed vendor. State Finance Law §163 (9) (f); Highway Law §38; Public Building Law §8; General Municipal Law §103. General Municipal Law §103 requires the County to award contracts to a "responsible bidder" but does not define that term. However, the State Finance Law, which is the analogous law for contracting by New York State agencies, defines responsible as: "financial ability, legal capacity, integrity and past performance of a business entity and as such terms have been interpreted relative to public procurements." NY CLS St. Fin §163 (1) (c). This standard is equivalent to the standard applied to procurements pursuant to NYGML §103. *Matter of AAA Caring & Rubbish Removal, Inc. v. Town of Southeast* 17 N.Y. 3d 136 (2011)

The NY State Office of General Services employees the FLIP analysis -financial ability, legal capacity, integrity and past performance – to meet its obligation to make a responsibility determination.

Application of the FLIP test

As explained in this memorandum, the FLIP test, can be used to evaluate a vendor's responsibility.

1. Financial and Organizational Capacity
   The Department has reviewed materials supplied by vendor as required by the bid documents and is satisfied that the vendor has met the financial and organizational capacity as required by the bid documents.

2. Legal Authority
   Vendor is not debarred. Vendor possesses requisite licenses.

3. Integrity
   Vendor possesses requisite business integrity-analysis of vendor information described in later portion of this memorandum.

4. Past Performance
   Based upon the vendor's prior performance on County contracts, as well as a check of vendor's reference, vendor is qualified to perform the work for the above-referenced contract.

Nassau County Procurement Policy Requirements

Similarly, the Nassau County Procurement Policy states that, "a vendor is deemed responsible to be awarded a contract when it has demonstrated that it has the integrity and capacity to perform the required services on behalf of the County." Nassau County Procurement Policy at Appendix E. Appendix E goes on to state that factors to consider in determining the responsibility of a vendor include: financial resources, organizational capacity, a satisfactory record of performance and a satisfactory record of business integrity - an analysis identical to the FLIP test.

For purposes of its consideration of responsibility, the County requires potential vendors to submit vendor disclosure forms. Those forms are used by the Department as a tool when conducting a vendor responsibility review with the intent of determining "if there exists any material adverse information impacting the vendor's capacity or integrity." Quoting Appendix E.

The following is quoted from Appendix E:

> For adverse information to be considered a factor in a vendor responsibility review, the information must be found to be material. Not all adverse information may be material. Materiality is greater for more recent events than for less recent ones, and materiality is greater for events concerning services more closely related to those required by the County than services that are less so. An event is considered most material when it concerns services equivalent or similar to those required by the County, has occurred recently, occurred in close geographic proximity to the County, and involves one or more individuals or organizational departments that may be involved in the conduct of the County contract. Also relevant in this assessment is whether the event involves a relatively large or small amount of money, services or product; whether the event involves a threat to life, health, safety, or property, whether criminality or possible criminality is involved; and the quantity of adverse information. In addition, any adverse information discovered by a department, which should have been, but was not disclosed by the vendor on the appropriate disclosure form(s) may be considered material.
>
> Examples of adverse information that may not be considered material include adverse social media posts or poor reviews of a company posted on the internet. In addition, adverse information that occurred and/or was resolved more than five years ago generally is not

considered material, although once such information has been identified the department conducting the review should investigate whether any similar subsequent event(s) occurred that may be subject to further analysis or suggesting a concern regarding the vendor's corporate culture.

A finding of nonresponsibility has significant implications for the vendor, since subsequent to that determination the vendor must disclose it in future solicitation responses to public entities. Therefore, the finding must be based upon evidence of a sufficiently severe failure of capacity and/or integrity on the part of the vendor. Any adverse information which is not deemed to be sufficient for a finding of nonresponsibility must be demonstrated by the vendor to have been addressed sufficiently through implementation of corrective actions and/or plans to ensure that the adverse event(s) shall not impact or recur during the conduct of the County contract under consideration. Corrective actions that may be considered in this regard include, but are not limited to, termination of the employee(s) involved, introduction of new policies and procedures, employee trainings, reorganization of the vendor's structure, introduction of new internal or external monitors, payment of all fines, satisfactory resolution of the matter by the investigating entity, etc.

Application of the Materiality Evaluation to Determine Vendor Integrity

As described in this memorandum, the Nassau County Procurement Policy at Appendix E identifies factors that should be considered when determining if the adverse information available about a vendor rises to level of materiality (vendor responsibility determination is dependent upon material information).

Adverse Information Review

On its disclosure forms, the Vendor reports numerous US Occupational, Safety and Health Administration (OSHA) inspections, along with a few OSHA violations for work by its construction affiliates. The number of violations is not large for an entity of the Vendor's size, nor were any of the violations characterized by OSHA as willful or serious.
Vendor reports that the New York State Department of Labor (NYSDOL) elected not to prosecute an AECOM affiliate after issuing a notice of violation involving asbestos abatement work. Additionally, Vendor is contesting a NYSDOL notice of violation for structures under a site-specific variance.

Vendor, along with Central Hudson Gas & Electric and Weeks Marine Inc, jointly settled a notice of violation issued by the New York State Department of Environmental Conservation (NYSDEC) due to an oil sheen escaping a containment boom at a remedial project on the Hudson River bank. Additionally, Vendor is contesting a violation notice issued by NYSDEC for alleged tidal wetland permit violations on another project.
Vendor paid a penalty $2,586 to the New York State department of Transportation for blocking sidewalks with construction barriers during a remedial project without a permit.

Vendor also reports that the US Dept. of Justice (USDOJ) intervened in a whistle blower lawsuit against AECOM related to work it did for the Federal Emergency Management Agency (FEMA) after Hurricane Katrina. The complaint is for actions that took place from 2009-2011. The employee that was the primary focus of the complaint was terminated in 2010. The settlement agreement requires the Vendor to pay $5,900,000 in restitution - $2,478,000 of that amount is paid Robert Romero; the relator that initiated the qui tam action. The settlement agreement also states that there was no admission of liability by Vendor and contains an express denial by Vendor of wrongdoing or violation of the False Claims Act. Vendor reports that FEMA has continued to award it contracts.

Vendor reports that a company known as Amentum has settled actions with the US Dept of Labor and the USDOJ. Vendor is reporting these settlements because Amentum is a company made up of a former AECOM business group known as Management Services (MS) and the conduct that was addressed by the settlements occurred while Management Services was part of AECOM. Both settlements occurred after MS separated from AECOM and became Amentum in 2020. AECOM was not involved in the settlements and paid no fine or other monies to the US government or any other person or entity as part of the Amentum settlements.

AECOM principles report on their Principal Questionnaires (PQ) that AECOM parent company, ATS, received notices from the Cities of Milwaukee and Sarasota that its contracts with those Cities had been terminated for cause. In both instances, ATS was successfully in reversing the termination for cause decisions. Additionally, AECOM is challenging a notice of termination for cause by Atlantic City Electric. On their PQs, Vendor Principals report that in March 2019, ATS entered into a Settlement Agreement with the City of Philadelphia relating to failing to disclose campaign contributions. The contributions did not exceed the City's campaign finance limits and AECOM continues to work for the City under existing contracts.

Applying the law and County Procurement Policy guidance to the facts reported in this memorandum, the Department has concluded that Vendor is a responsible vendor for the performance of the scope of work in the Bay Park Conveyance Project Owner's Agent Tri Party Contract.

Jane Houdek
Attorney for DPW

JH:jd

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, John DiChello 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: AECOM USA, Inc.

Vendor's Address: 605 Third Ave New York NY US 10158

Vendor's EIN or TIN: [redacted]

Forms Submitted:

Political Campaign Contribution Disclosure Form: 02/11/2026 10:42:36 am

Lobbyist Registration and Disclosure Form: 02/27/2026 12:59:11 pm

Business History Form certified: 04/07/2026 01:41:21 pm

Consultant's, Contractor's, and Vendor's Disclosure Form: 02/11/2026 10:47:22 am

Principal Questionnaire(s)

This refers to the most recent principal questionnaire submissions.

Principal Name	Samuel Donelson [SAMUEL.DONELSON@AECOM.COM]
Date Certified	03/16/2026 01:05:08 pm

Principal Name	Lisa Lesser [LISA.LESSER@AECOM.COM]
Date Certified	04/01/2026 12:46:53 pm

Principal Name	Glen Kartalis [GLEN.KARTALIS@AECOM.COM]
Date Certified	04/02/2026 01:02:53 pm

Principal Name	Vishnu Ramlagan [VISHNU.RAMLAGAN@AECOM.COM]
Date Certified	03/18/2026 02:21:28 pm

I, John DiChello 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."

John DiChello JOHN.DICHELLO@AECOM.COM

Name

Asst. Secretary

Title

AECOM USA, Inc.

Name of Submitting Entity

04/07/2026 01:42:37 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 [ ] NO [X] If yes, to what campaign committee?

Electronically signed and certified at the date and time indicated by:
John DiChello [JOHN.DICHELLO@AECOM.COM]

Dated: 02/11/2026 10:42:36 am

Vendor: AECOM USA, Inc.

Title: Assistant Secretary

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: 04/07/2026

1) Proposer's Legal Name: AECOM USA, Inc.

2) Address of Place of Business: 605 Third Avenue

City: New York State/Province/ Territory: NY Zip/Postal Code: 10158

Country: US

Address: 125 Broad Street

City: New York State/Province/ Territory: NY Zip/Postal Code: 10004

Country: US

Start Date: End Date:

3) Mailing Address (if different): 605 Third Avenue

City: New York State/Province/ Territory: NY Zip/Postal Code: 10158

Country: US

Phone: (212) 973-2900

Does the business own or rent its facilities? Rent If other, please provide details:

4) Dun and Bradstreet number: [redacted]

5) Federal I.D. Number: [redacted]

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:

AECOM USA, Inc. shares space & equipment with other affiliated entities under AECOM ownership.

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

YES [X] NO [ ] If yes, please provide details:

See attached list of subsidiary entities.

1 File(s) uploaded: AECOM USA Subsidiaries Apr 2026.xlsx

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:

AECOM USA, Inc. is a subsidiary of AECOM Technical Services, Inc. See attached list of affiliates.

1 File(s) uploaded: AECOM USA Affiliates Apr 2026.xlsx

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).

See attachment.

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.

See attachment.

1 File(s) uploaded: AECOM USA, Inc. 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 [ ] 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 conflicts exist.

(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.

As part of its operations, AECOM evaluates potential conflicts prior to pursuing opportunities with new and existing clients. The evaluation is part of AECOM's "go/no go" decision process and includes input from Operations, Legal and Client Account Managers.

(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.

As part of its operations, AECOM evaluates potential conflicts prior to pursuing opportunities with new and existing clients. The evaluation is part of AECOM's "go/no go" decision process and includes input from Operations, Legal and Client Account Managers.

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 part of its operations, AECOM evaluates potential conflicts prior to pursuing opportunities with new and existing clients. The evaluation is part of AECOM's "go/no go" decision process and includes input from Operations, Legal and Client Account Managers.

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;

05/03/1930

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.

AECOM USA, Inc. is wholly owned by AECOM Technical Services, Inc., and is ultimately owned by AECOM, a Delaware Corporation that is publicly traded company on the NYSE (symbol ACM).

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

See Attachment.

1 File(s) uploaded: AECOM USA Officers Apr 2026.xlsx

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

15000

vi) Annual revenue of firm;

[redacted]

vii) Summary of relevant accomplishments

See technical proposals. Furthermore, for Question V above, please note that these are employees of AECOM Technical Services, Inc.., the owner of AECOM USA, Inc.

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

B. Indicate number of years in business.

96

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

See information and references provided in submitted technical proposals.

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	SUNY/Fashion Institute of Technology (FIT)		
Contact Person	George Jefremow		
Address	227 West 27th Street		
City	New York	State/Province/Territory	NY
Country	US		
Telephone	(212) 217-7999		
Fax #			
E-Mail Address	george_jefremow@fitnyc.edu		

Company	Dormitory Authority of the State of New York		
Contact Person	Paul J. Goncalves		
Address	723 Anderson Hill Road		
City	Purchase	State/Province/Territory	NY
Country	US		
Telephone	(914) 251-4434		
Fax #			
E-Mail Address	pgonclav@dasny.org		

Company	NYC Department of Design and Construction		
Contact Person	Eric Macfarlane, PE		
Address	30-30 Thompson Avenue		
City	Long Island City	State/Province/Territory	NY
Country	US		
Telephone	(718) 391-3142		
Fax #			
E-Mail Address	macfarla@ddc.nyc.gov		

Company	Fresno County Rural Transit Agency		
Contact Person	Moses Stites		
Address	2035 Tulare St, Suite 201		
City	Fresno	State/Province/Territory	CA
Country	US		
Telephone	(559) 233-6789		
Fax #			
E-Mail Address	mstites@fresnocog.org		

Company	Los Angeles Department of Transportation
Contact Person	Kari Derderian

Address	1828 Sawtelle Blvd #108		
City	Los Angeles	State/Province/Territory	CA
Country	US		
Telephone	(213) 928-9741		
Fax #			
E-Mail Address	kari.derderian@lacity.org		

Company	Loudoun County - Department of Transportation & Capital Infrastructure		
Contact Person	Tina Paris		
Address	101 Blue Seal Dr SE - Ste 102		
City	Leesburg	State/Province/Territory	VA
Country	US		
Telephone	(703) 771-5564		
Fax #			
E-Mail Address	tina.paris@loudoun.cov		

Company	Roseville Electric Utility/City of Roseville		
Contact Person	David Bradford		
Address	311 Vernon St, #206		
City	Roseville	State/Province/Territory	CA
Country	US		
Telephone	(916) 746-1672		
Fax #			
E-Mail Address	dbradford@roseville.ca.us.		

Company	Washington Metropolitan Area Transit Authority		
Contact Person	Darin Welt		
Address	600 5th Street NW		
City	Washington	State/Province/Territory	DC
Country	US		
Telephone	(202) 962-1835		
Fax #			
E-Mail Address	drwelt@wmata.com		

I, John DiChello , 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 DiChello , 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: AECOM USA, Inc.

Electronically signed and certified at the date and time indicated by:
John DiChello JOHN.DICHELLO@AECOM.COM

Assistant Secretary and Region Chief Counsel
Title

04/07/2026
Date

Entity Name
AECOM Architects & Engineers (NJ), Inc.
AECOM CARIBE, L.L.P.
AECOM INGENIERIA S.A. de C.V.
AECOM Libya Housing and Infrastructure, Inc.
AECOM Pacific, Inc.
AECOM USA of Massachusetts, Inc.
AECOM USA of Michigan, Inc.
ATC Architecture, Inc.
Consoer Townsend Envirodyne Engineers of Indiana, Inc
DIT-Harris, S.A.
DMJM Aviation, Inc.
DMJM, Inc.
DMJM+HARRIS CANADA INC.
Egis-Semaly, Inc.
Frederic R. Harris, Inc.
Lim & Nascimento Engineering Corporation
Material Testing Services, Inc.
Metcalf & Eddy of Ohio, Inc.
P&D Consultants, Inc.
Planeacion de Recursos Cientificos S.A. DE C.V.
The Ellerbe Becket Company, LLC
Urbitran Architectural/Engineering Group, Inc.
Urbitran Architectural/Engineering Group, PLLC

Entity Name
AECOM Architects, P.C.
AECOM Argentina S.A.
AECOM C&E, Inc.
AECOM CM Holdings, Inc.
AECOM Design Services, Inc.
AECOM Field Services, LLC
AECOM INGENIERIA S.A. de C.V.
AECOM Louisiana, a Professional Corporation
AECOM Services of DC, LLC
AECOM Services of Illinois, Inc.
AECOM Services of Michigan, Inc.
AECOM Services of Ohio, Inc.
AECOM Services of PA, Inc.
AECOM Services, LLC
ATC Architecture, Inc.
Davis Langdon, Inc.
DEGW North America Limited LLC
DMJM International
Earth Tech Environment & Infrastructure Inc.
Economics Research Associates
EDAW, Inc.
Environmental Management and Planning Solutions, LLC
Grupo Rust International de Venezuela, C.A.
NEWPORT WATER SERVICES LLC
Supervision Infraestructura Aeroportuaria S.A. de C.V.
URS Corporation

URS Group, Inc.

AECOM USA, Inc.

AECOM USA, Inc., a corporation organized under the laws of the State of New York, is a direct, wholly owned subsidiary of AECOM Technical Services, Inc., and an indirect, wholly-owned subsidiary of AECOM, a Delaware corporation whose stock is publicly traded on the New York Stock Exchange.

Investigations/Investigative Demands

AECOM USA, Inc. – Vendor/Reporting Entity

1. Investigation – United States Department of Justice. On June 3, 2020, a whistleblower qui tam suit against AECOM, related to AECOM's work for FEMA after Hurricane Katrina, was unsealed, and DOJ filed a notice indicating their intent to intervene in the case under the False Claims Act. DOJ filed their complaint against AECOM alleging violations of the False Claims Act on July 28, 2020. The allegations in the complaint primarily focus on the conduct of one AECOM employee who was terminated by AECOM in 2010 and focus on conduct largely, although not exclusively, between 2009 and 2011. In October 2023, the matter between AECOM and the DOJ regarding FEMA Katrina recovery work has been settled on very favorable terms for AECOM. To avoid the distraction and expense of a trial litigating events that occurred over 15 years ago, AECOM has agreed to pay DOJ a small fraction of the damages they claimed they could prove at trial and the settlement comes with an express denial of any wrongdoing or any violation of the False Claims Act. Like FEMA and the Louisiana Department of Education, throughout this case AECOM has maintained that there was no overpayment to New Orleans schools and the money funded by FEMA to New Orleans schools was well deserved. The current resolution is entirely consistent with this position. FEMA has continued to trust AECOM with critical disaster recovery missions awarding the firm numerous significant contracts, including the $300M Risk Mapping, Assessment and Planning Program. Please contact Howard Cohen, Vice President, Assistant General Counsel, Ethics & Compliance, howard.cohen@aecom.com, for additional details or questions.

AECOM Technical Services, Inc. – Parent Entity to AECOM USA, Inc.

1. CID - In September of 2023, AECOM received a Civil Investigative Demand (CID) from the Department of Justice requesting documents, responses to interrogatories, and testimony related to AECOM's work at the Red Hill Bulk Fuel Storage Facility in Honolulu, HI. The CID stated that DOJ is conducting an investigation into violations of the False Claims Act. After conducting an investigation, DOJ closed the investigation against AECOM without any claim against AECOM and declined to intervene, the whistleblower voluntarily dismissed his case against AECOM.

2. CID - In November of 2023, AECOM received a Civil Investigative Demand from the Department of Justice requesting documents and responses to interrogatories related to AECOM's work for the Army Corp of Engineers at the Levee 536 Restoration Project. AECOM is currently in the process of complying with these requests. The CID states that DOJ is conducting an investigation into violations of the False Claims Act. At present time, DOJ has not filed any claim against AECOM alleging violations of the False Claims Act.

3. CID - In February 2024, AECOM received a Civil Investigative Demand from the U.S. Attorney's Office in Rhode Island as part of a False Claims Act investigation related to the Washington Bridge in Providence, RI. The CID did not state that the government suspects AECOM violated the False Claims Act, and in other contexts related to this investigation, the government has communicated to AECOM that it is simply a witness in the investigation, and not a target or subject. The Department of Justice has not alleged any violations of the False Claims Act by AECOM in this matter.

Violations/Consent Orders/Actions

AECOM USA, Inc. – Vendor/Reporting Entity

1. Violation – New York State Department of Environment Conservation. On April 8, 2022, AECOM USA, Inc. received a Notice of Violation from New York State Department of Environmental Conservation ("DEC") alleging non-compliance with Natural Resource Permit Conditions, including nonconformance with approved plans, lack of and/or improper implementation of best management practices, and placement of indeterminate amount of fill all within tidal wetlands, tidal wetlands adjacent area, and protected waters, at Bronx River between Cross Bronx Expressway and Sheridan Boulevard in Starlight Park, Bronx, NY on or before March 28, 2022. DEC contends these activities violate Environmental Conservation Laws (ECL), namely, Article 25, Tidal Wetlands Act, §25-0401, Part 661; Article 15, Protection of Waters Act, §15-0501, 0503, 0505, Part 608; and Article 34, Coastal Erosion, §34-0109, Part 505. AECOM denied any noncompliance with Permit Conditions or violations of any ECL occurred.
2. Violation – New York State Department of Labor. On May 18, 2022, the New York State Department of Labor issued a notice of violation to AECOM USA, Inc. for failure to comply with the conditions of Site-Specific Variance #21-0284 that require a full-time project monitor to oversee the project to ensure compliance with NYS Code Rule 56. AECOM is overseeing work by a demolition/remediation contractor and serving as project monitor for New York State Department of Environmental Conservation at the Storage Tech Services Building site in Watervliet, New York. AECOM disputes the violation because the variance was approved by NYSDOL, covered the entire facility, and included information about the specific buildings at the facility. Moreover, there is no issue with our license or any of our employees' licenses. NYSDOL issued NOVs to AECOM and DEC's asbestos abatement contractor on the basis the contractor should have issued notifications for each and every building. While NYSDOL would not agree to rescind the NOV, NYSDOL indicated to DEC that NYSDOL does not intend to issue any fines or require remedial action. We sent a formal response to the NOV on June 3, 2022, requesting that NYSDOL rescind and withdraw the NOV and not prosecute the alleged violation further.
3. Violation – New York State Department of Environmental Protection. On February 29, 2024, the New York State Department of Environmental Protection (NYCDEP) issued a summons to AECOM USA, Inc. alleging AECOM failed to implement pollution prevention measures in NYC Title 15 RCNY 19.1-03.3 (b)(9)(i) at 126-43 39 Avenue in Corona, Queens, New York. AECOM denied that a violation occurred because contractor performing the work collected the concrete washout in prefabricated disposable concrete washout bags set within plastic lined, steel reinforced cages that were protected from vehicles and equipment using concrete barriers, and the alleged issue was corrected in a timely manner. NYCDEP acknowledged that the issue was corrected in a timely manner and recommended a mitigated penalty. Thus, a $1,500 mitigated penalty was issued, and AECOM is pursuing reimbursement from the client.
4. Violation - New York State Department of Environmental Conservation. On December 11, 2024, New York State Department of Environmental Conservation issued a Notice of Violation to

Walgreens Company, Divisions Maintenance Group (DMG), D.G. Gutierrez Enterprises, LLC (D.G. Gutierrez), and AECOM USA, Inc. for alleged violation of 6 NYCRR 375 in connection with work at the NYSDEC Brownfield Cleanup Program Site (No. C356032) located at 10 East Chester Street in Kingston, New York (Site). Walgreens is responsible for cleanup at the Site under the Brownfield Cleanup Agreement (Index No. W3-0980-03-12) dated July 16, 2004. NYSDEC alleged (1) failure to provide proper disposal documentation of four DOT-approved, 55-gallon non-hazardous/investigation-derived waste drums by D.G. Gutierrez, a subcontractor of Walgreen's contractor DMG; and (2) inadequate transportation records documenting disposal to a permitted facility. The events giving rise to the NOV date back to 2023. On March 9, 2023, AECOM mobilized to the Site to collect groundwater samples from monitoring wells and noted that four DOT-approved 55-gallon drums at the Site utilized for storage of IDW were missing from the staged area. NYSDEC was notified that day. The drums were clearly labeled as non-hazardous pending determination and included contact information and dates on the labels. Based on Walgreens' investigation, a Walgreens employee identified the drums as illegal dumping and placed an order with Walgreens' maintenance subcontractor, DMG, to remove the waste. DMG's subcontractor D.G. Gutierrez disposed of the drums at a facility near New York but could not locate the records of the disposal with the specific facility. AECOM responded denying liability because the 90-day storage limitation does not apply to non-hazardous material, there is no requirement for fencing/barriers around drums, and Walgreen's subcontractor removed the drums without AECOM's oversight, knowledge, or involvement. Although NYSDEC did not withdraw the NOV, NYSDEC did not prosecute the alleged violation or impose any fine, penalty, or sanction against AECOM.

5. Violation – New York Office of the City Clerk. On April 16, 2025, AECOM USA, Inc. received notice of a Violation from the Office of the City Clerk for filing an annual lobbying report late, which included a fine of $2,300. AECOM USA, Inc. paid the fine in a timely manner.

AECOM Technical Services, Inc. – Parent Entity to AECOM USA, Inc.

1. Consent Order - State of Tennessee Department of Environmental Conservation. AECOM Technical Services, Inc. (AECOM), Colonial Pipeline Company (Colonial), Metropolitan Nashville Airport Authority (MNAA), and the Tennessee Department of Transportation (TDOT) executed a Brownfield Consent Agreement with the State of Tennessee Department of Environmental Conservation on or about March 18, 2022 (Consent Order) concerning a release of petroleum product at the Colonial Pipeline CPC-L19 site located at 1 Terminal Drive in Nashville, Davidson County, Tennessee at the Nashville International Airport (BNA). Colonial, MNAA, and TDOT were engaged in discussions regarding relocation of two refined product pipelines known as Line 19 and Line 20 to accommodate MNAA's Terminal Access Roadway Improvements project at BNA and a related project by TDOT to relocate a portion of Donelson Pike and its interchange with I-40 near BNA (TDOT Project). On April 9, 2019, TDOT struck Colonial's Line 19 at BNA while conducting geotechnical soil borings in connection with the TDOT Project, resulting in a release of gasoline into the surrounding soils and nearby McCrory Creek. AECOM played no role in the location of underground utilities or the drilling activities on April 9, 2019. AECOM did provide a seconded employee to MNAA to assist MNAA with its Terminal Access Roadway Improvements project at the Nashville International Airport. As indicated above, the line strike occurred when a TDOT drilling crew struck a Colonial underground petroleum line while conducting soil borings in relation to the TDOT Project. AECOM expressly denies any responsibility or liability for the line strike or remediation of the contamination. AECOM's only obligation under the Consent Order is to send notification of the Consent Order by certified mail to local governments with jurisdiction over the site and

owners of adjoining properties, and to provide documentation to the Tennessee Department of Environment and Conservation and other parties to the Consent Order to demonstrate public notice has been accomplished.

2. Violation - Connecticut Department of Energy and Environmental Protection. On or about March 21, 2022, AECOM Technical Services, Inc. received a Notice of Violation from the Connecticut Department of Energy and Environmental Protection ("DEEP") stating DEEP conducted an inspection on January 4, 2022, of AECOM at 500 Enterprise Drive, Rocky Hill, CT and identified a violation of "CGS Section 22a-66c(a)." Specifically, the Notice provides AECOM solicited to perform and/or subcontracted the performance of commercial pesticide applications for the control of invasive plants at Pratt & Whitney in East Hartford, CT without first obtaining a certificate of registration from DEEP. AECOM disputed the violation because AECOM is not a pesticide application business and hired a subcontractor to perform the application who was required to hold the registration. DEEP did not assess any penalty and took no further action against AECOM.
3. Violation - Pennsylvania Public Utility Commission Damage Prevention Committee. In July 2022, AECOM Technical Services, Inc. AECOM received an information determination of the Pennsylvania Public Utility Commission Damage Prevention Committee (DPC) regarding alleged violation of the Underground Utility Line Protection Law for failure to file a safety incident report within 10 days of a link strike as required. After reviewing AECOM's rejection of the informal determination of the DPC, an enforcement action was not initiated against AECOM and the matter was closed.
4. Violation - Philadelphia Water Department. On August 29, 2022, AECOM Technical Services, Inc. received a fine of $1,800 from the Philadelphia Water Department for Significant Non-Compliance of Groundwater Discharge Permit for violations relating to sampling during April and May 2022 at the 7-Eleven Store 23854 treatment system in Philadelphia. AECOM collected samples in late April 2022 at the site, but for the incorrect analysis. The correct analysis was performed in early May after AECOM detected the error, and all samples since April 2022 have been detected below permit effluent limits. PWD was not willing to waive the fine despite these mitigating factors.
5. Violation - Federal Motor Carrier Safety Administration. On November 18, 2022, the Federal Motor Carrier Safety Administration assessed an Hours of Service violation of 392.2H (State/Local Hours of Service) against AECOM Technical Services, Inc.
6. Violation - Michigan Occupational Safety and Health Administration. On July 14, 2023, Michigan Occupational Safety and Health Administration (MIOSHA) issued a other-than-serious violation to AECOM Technical Services, Inc. for not submitting a MIOSHA or OSHA Form 300A "Summary of Work-Related Injuries and Illnesses" for year 2022 to OSHA. MIOSHA vacated the citation after AECOM appealed and provided evidence that AECOM did, in fact, timely submit its OSHA Form 300A form for 2022.
7. Violation - San Diego County Agricultural Commission. AECOM Technical Services, Inc. received a Notice of Proposed Action, Nature of Violation, and Opportunity to be Heard from the San Diego County Agricultural Commission proposing to fine AECOM $250 for failure to register pesticides used by AECOM with the County Agricultural Commissioner before operating as a pest control business in 2021, 2022, and 2023 in violation of California Food and Agricultural Code Section 11732. On or about October 1, 2023, the Agricultural Commissioner ordered AECOM to pay a fine of $250. AECOM paid the fine.
8. Violation - Pennsylvania Department of Environmental Protection. On April 16, 2024, AECOM Technical Services, Inc. received a Notice of Violation from Pennsylvania Department of Environmental Protection regarding a report prepared by AECOM titled Remedial Action Completion Report for the Top Star 127 facility located at Route 309 & Charles Street, Coopersburg Borough, Lehigh County that was sent to PADEP on February 25, 2022. PADEP determined that the report did not meet the requirements of the Corrective Action Process regulations, 25 Pa. Code Section 245.313, disapproved the report on May 24, 2022, and directed Top Star to correct the deficiencies by July 31, 2022. On January 26, 2024, PADEP received a

revised report titled Remedial Action Completion Report for the Top Star 127 facility prepared by AECOM. PADEP determined that this 2024 report was not a revised and complete RACR document as directed by PADEP. PADEP contended that Top Star is in violation of 25 Pa. Code Chapter 245.313 because the 2024 report failed to correct the deficiencies cited within the RACR disapproval letter dated May 24, 2022 and incorporate those corrections into a revised and complete RACR document. In addition, PADEP asserted that AECOM assisted in a violation at the Top Star 127 facility because AECOM prepared and submitted a RACR that did not correct previously-cited deficiencies and incorporated those corrections into a revised and complete RACR document. Section 1310 of Pennsylvania's Storage Tank and Spill Prevention Act (Act 32) provides that it is unlawful to cause or assist in the violation of any provisions of Act 32 or the applicable regulations. AECOM disputes liability. AECOM resubmitted a RACR to address any remaining issues to PADEP in July 2024. In September 2024, AECOM received a notification from PADEP that the RACR submitted in July 2024 was approved. No penalty or fine was assessed.

9. Consent Order - United States Environmental Protection Agency. On June 24, 2024, AECOM Technical Services, Inc. received a Notice of Potential Liability and Settlement Offer Pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601-9675 (CERCLA), from the United States Environmental Protection Agency (EPA) relating to the Pure Earth Recycling Superfund Site in Vineland Township, Cumberland County, New Jersey (Site). Pure Earth Recycling, Inc. (PER) operated a commercial solid and hazardous waste facility at the Site to store and treat waste from remediation contractors and others before shipment to other facilities. EPA identified AECOM as one of 930 potentially responsible parties under CERCLA for reimbursement of costs that EPA incurred in investigating and responding to releases and potential releases of hazardous substances at the Site. EPA designated AECOM as a *de minimis* party that arranged for disposal or treatment of less than 1.5% of the total hazardous substances at the Site (among all *de minimis* parties, only 1,453 gallons of 7,217,536 gallons of waste) – a contribution that EPA concluded is minimal in comparison to other parties who contributed hazardous substances to the Site. EPA has no reason to believe the hazardous substances contributed to the Site by AECOM were significantly more toxic or of significantly greater hazardous effect than other hazardous substances sent to the Site. To avoid the time and cost associated with litigation, AECOM agreed to a *de minimis* settlement with EPA and entered into an administrative settlement agreement and order on consent effective April 1, 2025 (AOC) for CERCLA Section 122(g)(4) *de minimis* contributors whereby AECOM made a one-time payment of $515.36 to EPA. The AOC expressly states that the AOC does not constitute an admission of liability by AECOM, or an admission by AECOM of the validity of any facts or determinations in the AOC.

Name	Title	Title Role
Donelson, Samuel	Director	Director
Ro, Lusanna	Director	Director
Storella, Paul	Director	Director
Albert, Wahid	Vice President	Officer
Azzaro, John R.	Vice President	Officer
Beckett, David	Vice President	Officer
Bernitt, Elisabeth	Senior Vice President	Officer
Brannon, Jr., Rickey L.	Senior Vice President	Officer
Cana, Octavian	Vice President	Officer
Cascino, Thomas	Vice President	Officer
DiChello, John J.	Assistant Secretary	Officer
Donelson, Samuel	Chief Operating Officer	Officer
Donelson, Samuel	President	Officer
Giles, Gabriel	Vice President	Officer
Gillies, Jennifer (Jenn) Gale	Vice President	Officer
Hall, Allison	Treasurer	Officer
Kartalis, Glen T.	Chief Executive Officer	Officer
Kartalis, Glen T.	New York Licensee - Chief Executive Officer	Officer
Leahy, George A.	Vice President	Officer
Lesser, Lisa	Secretary	Officer
MacAllen, Thomas C.	Vice President	Officer
McDermott, Christopher	Senior Vice President	Officer
McGuire, Christopher O.	Responsible-In-Charge - Maryland (Engineering)	Officer
McGuire, Christopher O.	Vice President	Officer
Mohammed, Aly M.	Vice President	Officer
Murphy, Robert E.	Vice President	Officer
Niro, Achille A.	Vice President	Officer
Obertino, Jennifer L.	Senior Vice President	Officer
Panzarino, Stephen	Florida Licensee - Vice President	Officer
Panzarino, Stephen	Responsible-In-Charge (Florida) (Architecture)	Officer
Panzarino, Stephen	Vice President	Officer
Parikh, Anil	Vice President	Officer
Paupst, Richard	Vice President	Officer
Quaranta, Thomas P.	Vice President	Officer
Quiat, Ira C.	Vice President	Officer
Ramlagan, Vishnu	Chief Financial Officer	Officer
Ro, Lusanna	Assistant Secretary	Officer
Sarmad, Abbas	Senior Vice President	Officer
Storella, Paul	Senior Vice President	Officer
Tatevossian, Armond	Assistant Secretary	Officer
Tucciarone, Louis A.	Senior Vice President	Officer
Vimawala, Dipal	Vice President	Officer

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: Glen Kartalis
   Date of birth: [redacted]
   Home address: [redacted]

   City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
   Country: US

   Business Address: 605 Third Ave

   City: New York State/Province/ Territory: NY Zip/Postal Code: 10158
   Country US
   Telephone: 7327420280

   Other present address(es):

   City: New York State/Province/ Territory: NY Zip/Postal Code: 10158
   Country: US
   Telephone: 7327420280

   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	12/21/2022	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 notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

Please see attachment.

1 File(s) uploaded: Glen K Mar 26.xlsx

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.

The entities listed in Section 5 are all AECOM owned entities, many of which contract with government clients.

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 [X] NO [ ] If yes, provide an explanation of the circumstances and corrective action taken.
Please see response to Question 13 of the Business History form.

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, Glen Kartalis , 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, Glen Kartalis , 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.

AECOM USA, Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Glen Kartalis GLEN.KARTALIS@AECOM.COM

CEO

Title

04/02/2026 01:02:53 pm

Date

Entity Name	Title	Title Role	Role Start	Termination Date	Status
AECOM Technical Services, Inc.	Senior Vice President	Officer	--	--	Active
AECOM USA, Inc.	Chief Executive Officer	Officer	12/21/2022	--	Active
AECOM USA, Inc.	New York Licensee - Chief Executive Officer	Officer	01/30/2025	--	Active
URS Architecture & Engineering - New York, P.C.	Director	Director	11/04/2022	--	Active
URS Architecture & Engineering - New York, P.C.	Treasurer	Officer	11/04/2022	--	Active
URS Architecture & Engineering - New York, P.C.	Senior Vice President	Officer	11/04/2022	--	Active
URS Greiner Woodward-Clyde Consultants, Inc.	Chief Executive Officer	Officer	01/24/2023	09/27/2023	Inactive
URS Corporation - New York	New York Licensee - Chief Executive Officer - Professional Engineering	Officer	01/30/2025	05/29/2025	Inactive
URS Corporation - New York	Chief Executive Officer - Professional Engineering	Officer	01/23/2023	05/29/2025	Inactive
AECOM USA, Inc.	Senior Vice President	Officer	--	--	Inactive

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: Lisa Lesser
   Date of birth: [redacted]
   Home address: [redacted]
   City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
   Country: US

   Business Address: 300 Broadacres Drive, Ste 3
   City: Bloomfield State/Province/ Territory: NJ Zip/Postal Code: 07003
   Country US
   Telephone: 6467993570

   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	02/06/2024
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 notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

Please see attachment.

1 File(s) uploaded: Lisa Lesser Officer Roles.xlsx

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.

The entities named in Question 5 above are AECOM entities, many of which contract with government entities.

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.

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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 [X] NO [ ] If yes, provide an explanation of the circumstances and corrective action taken.
Please see response to Question 13 of the Business History Form.

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, Lisa Lesser , 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, Lisa Lesser , 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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AECOM USA, Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Lisa Lesser LISA.LESSER@AECOM.COM

Secretary

Title

04/01/2026 12:46:53 pm

Date

Entity Name	Title	Role Start	Termination Date	Status
AECOM Architects & Engineers (NJ), Inc.	Director	02/13/2024	11/11/2024	Inactive
AECOM Architects & Engineers (NJ), Inc.	Secretary	02/13/2024	--	Active
AECOM C&E, Inc.	Assistant Secretary	02/22/2024	--	Active
AECOM Technical Services Architects & Engineers, Inc.	Secretary	03/13/2024	--	Active
AECOM USA of Massachusetts, Inc.	Secretary	03/20/2024	--	Active
AECOM USA, Inc.	Secretary	02/06/2024	--	Active
DMJM, Inc.	Director	03/21/2024	--	Active
DMJM, Inc.	Secretary	03/21/2024	--	Active
Urbitran Architectural/Engineering Group, Inc.	Director	03/21/2024	--	Active
Urbitran Architectural/Engineering Group, Inc.	Secretary	03/21/2024	--	Active
URS Architects/Engineers, Inc.	Secretary	03/21/2024	--	Active
URS Corporation - New York	Secretary	02/06/2024	05/29/2025	Inactive
URS Corporation AES	Secretary	03/21/2024	--	Active
URS Corporation Services	Assistant Secretary	03/21/2024	--	Active

PRINCIPAL QUESTIONNAIRE FORM

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1. Principal Name: Samuel A. Donelson
Date of birth: [redacted]
Home address: [redacted]
City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
Country: US

Business Address: 605 Third Avenue
City: New York State/Province/ Territory: NY Zip/Postal Code: 10158
Country US
Telephone: 212-973-2900

Other present address(es):
City: New York State/Province/ Territory: NY Zip/Postal Code: 10158
Country: US
Telephone: 2129733041

List of other addresses and telephone numbers attached

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

President	03/13/2025	Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

Type: Chief Operating Officer
Description:
Start Date: 03/13/2025

Type: Other
Description: Senior VP
Start Date: 12/21/2022

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

I own Employee Stock in AECOM.

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.

Please see attached.

1 File(s) uploaded: Sam Donelson Roles Mar 26.xlsx

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.

The entities listed in Section 5 are AECOM entities, multiple of which have been awarded contracts by a governmental entity in the past 3 years.

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?
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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?

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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?
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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.

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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?

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Please see response to Question 13 of the Business History form.

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

I, Samuel Donelson , 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, Samuel Donelson , 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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AECOM USA, Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Samuel Donelson SAMUEL.DONELSON@AECOM.COM

COO

Title

03/16/2026 01:05:08 pm

Date

Entity Name	Title	Title Role	Termination Date
AECOM Enterprises, Inc.	President	Officer	--
AECOM Technical Services Americas LLC	President	Officer	--
AECOM Technical Services, Inc.	Senior Vice President	Officer	--
AECOM USA, Inc.	Chief Operating Officer	Officer	--
AECOM USA, Inc.	President	Officer	--
Urbitran Architectural/Engineering Group, Inc.	President	Officer	--
URS Construction Services, Inc.	President	Officer	--
AECOM USA, Inc.	Senior Vice President	Officer	03/13/2025

Status
Active
Active
Active
Active
Active
Active
Active
Active
Inactive

PRINCIPAL QUESTIONNAIRE FORM

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1. Principal Name: Vishnu Ramlagan
   Date of birth: [redacted]
   Home address: [redacted]

   City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
   Country: US

   Business Address: 605 3rd Ave

   City: New York State/Province/ Territory: NY Zip/Postal Code: 10010
   Country US
   Telephone: 3478358642

   Other present address(es):

   City: Elmont State/Province/ Territory: NY Zip/Postal Code: 11003
   Country: US
   Telephone: 13478358642

   List of other addresses and telephone numbers attached

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

President		Treasurer	09/25/2020
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer	09/25/2020	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 notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

1 File(s) uploaded: VIshnu Ramlagan Roles Mar 26.xlsx

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.

The entities listed from Question 5 (attached) are all AECOM owned entities, many of which contract with government entities.

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 [X] NO [ ] If yes, provide an explanation of the circumstances and corrective action taken.
Please see attachment on Question 13 of the Business History Form.

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, Vishnu Ramlagan , 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, Vishnu Ramlagan , 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.

AECOM USA, INC

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Vishnu Ramlagan VISHNU.RAMLAGAN@AECOM.COM

CFO

Title

03/18/2026 02:21:28 pm

Date

Entity Name	Title	Title Role	Termination Date
AECOM USA of Massachusetts, Inc.	Treasurer	Officer	--
AECOM USA, Inc.	Chief Financial Officer	Officer	--
ATC Architecture, Inc.	Treasurer	Officer	--
AECOM Technical Services, Inc.	Vice President	Officer	--
Urbitran Architectural/Engineering Group, Inc.	Treasurer	Officer	--
URS Corporation - New York	Treasurer	Officer	05/29/2025
DMJM+HARRIS CANADA INC.	Vice President and Treasurer	Officer	05/10/2023

Status
Active
Active
Active
Active
Active
Inactive
Inactive

COUNTY OF NASSAU

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

1. Name of the Entity: AECOM USA, Inc.

Address: 605 Third Avenue

City: New York State/Province/Territory: NY Zip/Postal Code: 11747

Country: US

2. Entity's Vendor Identification Number: [redacted]

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):

1 File(s) uploaded: AECOM USA INC Officers.xlsx

First Name	Lisa				
Last Name	Lesser				
MI		Suffix			
Address	300 Broadacres Dr				
City	Bloomfield	State/Province/ Territory:	NJ	Zip/Postal Code:	07003
Country	US				
Position	Secretary				

First Name	Glen				
Last Name	Kartalis				
MI		Suffix			
Address	605 Third Ave				
City	New York	State/Province/ Territory:	NY	Zip/Postal Code:	10158
Country	US				
Position	Chief Executive Officer				

First Name	Samuel				
Last Name	Donelson				
MI		Suffix			
Address	605 Third Ave				
City	New York	State/Province/ Territory:	NY	Zip/Postal Code:	10158
Country	US				
Position	President and COO				

First Name	Vishnu				
Last Name	Ramlagan				
MI		Suffix			
Address	605 Third Ave				
City	New York	State/Province/ Territory:	NY	Zip/Postal Code:	10158
Country	US				
Position	Chief Financial Officer				

First Name	John				
Last Name	DiChello				
MI		Suffix			
Address	1635 Market Street, Suite 1000				
City	Philadelphia	State/Province/ Territory:	PA	Zip/Postal Code:	19103
Country	US				
Position	Assistant 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.

AECOM USA, Inc. is directly and wholly owned by AECOM Technical Services Inc., and is ultimately owned by AECOM, a Delaware Corporation that is publicly traded on the New York Stock Exchange and under the symbol ACM. Please see attach 10-K Form.

1 File(s) uploaded: 0000868857-25-000013.pdf

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.

See attached list of affiliates (other entities owned by AECOM Technical Services, Inc. and Subsidiary entities owned by AECOM USA, Inc.)

1 File(s) uploaded: Affiliates and Subsidiaries AECOM USA Inc.xlsx

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

(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:
John DiChello [JOHN.DICHELLO@AECOM.COM]

Dated: 02/11/2026 10:47:22 am

Title: Assistant Secretary

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.

hCue

Report Name : Management Structure
Filtered By : --
Exported By : Abby Bass
Exported On : 2/10/2026
Entity Name: AECOM USA, Inc.

Name	Title	Title Role	Role Start
Donelson, Samuel	Director	Director	3/13/2025
Ro, Lusanna	Director	Director	2/6/2024
Storella, Paul	Director	Director	2/11/2019
Albert, Wahid	Vice President	Officer	12/21/2022
Azzaro, John R.	Vice President	Officer	11/13/2007
Beckett, David	Vice President	Officer	12/21/2022
Bernitt, Elisabeth	Senior Vice President	Officer	12/21/2022
Brannon, Jr., Rickey L.	Senior Vice President	Officer	7/19/2016
Cana, Octavian	Vice President	Officer	7/19/2016
Cascino, Thomas	Vice President	Officer	7/19/2019
DiChello, John J.	Assistant Secretary	Officer	8/6/2025
Donelson, Samuel	Chief Operating Officer	Officer	3/13/2025
Donelson, Samuel	President	Officer	3/13/2025
Giles, Gabriel	Vice President	Officer	12/21/2022
Gillies, Jennifer (Jenn) Gale	Vice President	Officer	9/25/2025
Hall, Allison	Treasurer	Officer	1/21/2022
Kartalis, Glen T.	Chief Executive Officer	Officer	12/21/2022
Kartalis, Glen T.	New York Licensee - Chief Executive Officer	Officer	1/30/2025
Leahy, George A.	Vice President	Officer	7/19/2016
Lesser, Lisa	Secretary	Officer	2/6/2024
MacAllen, Thomas C.	Vice President	Officer	7/19/2016
McDermott, Christopher	Senior Vice President	Officer	12/21/2022
McGuire, Christopher O.	Responsible-In-Charge - Maryland (Engineering)	Officer	--
McGuire, Christopher O.	Vice President	Officer	10/5/2023
Mohammed, Aly M.	Vice President	Officer	11/13/2007
Murphy, Robert E.	Vice President	Officer	7/19/2016
Niro, Achille A.	Vice President	Officer	11/13/2007
Obertino, Jennifer L.	Senior Vice President	Officer	12/21/2022
Panzarino, Stephen	Florida Licensee - Vice President	Officer	1/30/2025
Panzarino, Stephen	Responsible-In-Charge (Florida) (Architecture)	Officer	10/5/2023
Panzarino, Stephen	Vice President	Officer	10/5/2023
Parikh, Anil	Vice President	Officer	12/21/2022
Paupst, Richard	Vice President	Officer	11/13/2007
Quaranta, Thomas P.	Vice President	Officer	11/13/2007
Quiat, Ira C.	Vice President	Officer	7/19/2016
Ramlagan, Vishnu	Chief Financial Officer	Officer	7/2/2020
Ro, Lusanna	Assistant Secretary	Officer	7/19/2016
Sarmad, Abbas	Senior Vice President	Officer	7/19/2016
Storella, Paul	Senior Vice President	Officer	12/21/2022
Tatevossian, Armond	Assistant Secretary	Officer	7/19/2016

Tucciarone, Louis A.	Senior Vice President	Officer	7/19/2016
Vimawala, Dipal	Vice President	Officer	11/13/2007
Carter, Mark E.	Managing Agent	Other	3/15/2017
McTaggart, William Matthew	Authorized Officer	Other	2/18/2025
Rittmeyer, David H.	Managing Agent	Other	3/15/2017

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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 10-K

(Mark one)

☒ **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from to

Commission file number 000-52423

AECOM

(Exact name of Registrant as specified in its charter)

Delaware	[redacted]
State or Other Jurisdiction Of Incorporation or Organization	I.R.S. Employer Identification Number
13355 Noel Road	
Dallas, Texas	**75240**
Address of Principal Executive Offices	Zip Code

(972) 788-1000
Registrant's Telephone Number, Including Area Code

Former Name, Former Address and Former Fiscal Year, if Changed Since Last Report

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	**Trading Symbol(s)**	**Name of each exchange on which registered**
Common Stock, $0.01 par value	ACM	New York Stock Exchange

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. ☒ Yes ☐ No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. ☐ Yes ☒ No

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.

Large accelerated filer	☒	Accelerated filer	☐
Non-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 has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report. ☒

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements. ☐

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to §240.10D-1(b). ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes ☐ No ☒

The aggregate market value of registrant's common stock held by non-affiliates on March 28, 2025 (the last business day of the registrant's most recently completed second fiscal quarter), based upon the closing price of a share of the registrant's common stock on such date as reported on the New York Stock Exchange was approximately $12.2 billion.

Number of shares of the registrant's common stock outstanding as of November 14, 2025: 131,833,332

DOCUMENTS INCORPORATED BY REFERENCE

Part III incorporates information by reference from the registrant's definitive proxy statement for the 2026 Annual Meeting of Stockholders, to be filed within 120 days of the registrant's fiscal 2025 year-end.

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PART I

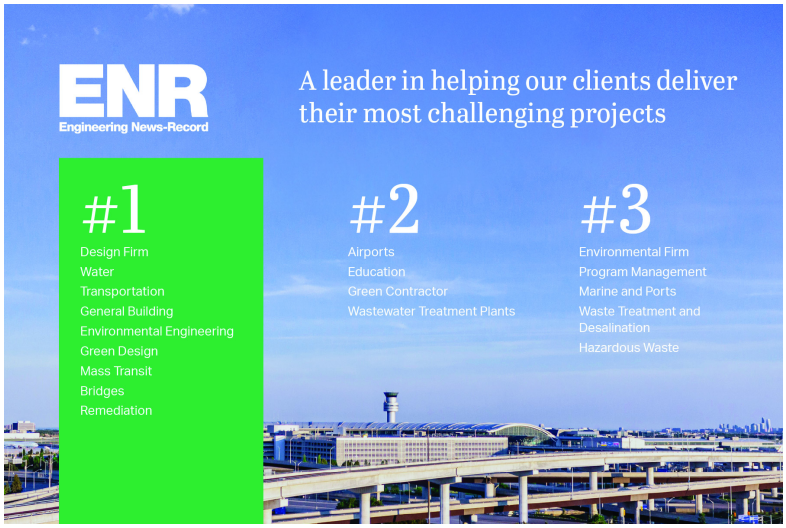
ITEM 1. BUSINESS

In this report, we use the terms "the Company," "we," "us" and "our" to refer to AECOM and its consolidated subsidiaries. Unless otherwise noted, references to years are for fiscal years. Our fiscal year consists of 52 or 53 weeks, ending on the Friday closest to September 30. For clarity of presentation, we present all periods as if the year ended on September 30. We refer to the fiscal year ended September 30, 2024 as "fiscal 2024" and the fiscal year ended September 30, 2025 as "fiscal 2025."

Overview

We are a leading global provider of professional infrastructure consulting and advisory services for governments, businesses and organizations throughout the world. We provide advisory, planning, consulting, architectural and engineering design, construction and program management services, and investment and development services to public and private clients worldwide in major end markets such as transportation, facilities, water, environmental, and energy.

According to Engineering News-Record's (ENR's) 2025 Design Survey, we are the largest general architectural and engineering design firm in the world, ranked by 2024 design revenue, and we are the number one ranked water, transportation design, facilities design, environmental engineering, environmental consulting and environmental science firm in the world. In addition, we are ranked by ENR as the leading firm in a number of design end markets, including several water infrastructure-related markets. We utilize our scale and the technical strength of our workforce to create innovative solutions for our clients. Clients are increasingly seeking our technical expertise to solve the world's most complex and large scale infrastructure related challenges. Aging infrastructure, increasing urbanization, and growing energy demand create growth secular tailwinds for our markets. Our global network of technical experts, combined with our ability to advise, consult, design, and deliver program management services creates a competitive advantage. Our scale also creates the capacity for investment in digital capabilities that further enhance our delivery capabilities and value proposition.



Our business focuses primarily on providing fee-based knowledge-based services. We primarily derive income from our ability to generate revenue and collect cash from our clients through the billing of our employees' time spent on client projects and our ability to manage our costs. AECOM Capital primarily derives its income from real estate development sales and management fees.

During the first quarter of fiscal 2020, we reorganized our operating and reporting structure to better align with our ongoing professional services business. This reorganization better reflected our continuing operations after the sale of our Management Services segment, the sale of our self-perform at-risk civil infrastructure and power construction

businesses, and the sale of our oil & gas construction business. Our Management Services and self-perform at-risk construction businesses were part of our former Management Services segment and represented a substantial portion of the revenue of our former Construction Services segment, respectively. These businesses are classified as discontinued operations in all periods presented.

We report our continuing business through three segments, each of which is described in further detail below: Americas, International, and AECOM Capital (ACAP). Such segments are organized by the differing specialized needs of the respective clients and how we manage the business. We have aggregated various operating segments into our reportable segments based on their similar characteristics, including similar long-term financial performance, the nature of services provided, internal processes for delivering those services, and types of customers.

- *Americas*: Planning, advisory, consulting, architectural and engineering design, construction management and program management services to public and private clients in the United States, Canada, and Latin America in major end markets such as transportation, water, government, facilities, environmental, and energy.

- *International*: Planning, advisory, consulting, architectural and engineering design services, site supervision and program management to public and private clients in Europe, the Middle East, India, Africa, and the Asia-Australia-Pacific regions in major end markets such as transportation, water, government, facilities, environmental, and energy.

- *AECOM Capital (ACAP)*: Primarily invests in and develops real estate projects.

Our Americas and International Segments

Our Americas and International segments are comprised of a broad array of services, generally provided on a fee-for-service basis. These services include advisory, planning, consulting, architectural and engineering design, program management and construction management for public and private clients worldwide. For each of these services, our technical expertise includes civil engineering, structural engineering, digital, process engineering, mechanical engineering, geotechnical systems and electrical engineering, architectural, landscape and interior design, urban and regional planning, project economics, cost consulting and environmental, health and safety work.

With our design and technical consulting, advisory and program management expertise, we are able to provide our clients a broad spectrum of services across the life cycle of their assets. For example, within our water service offerings, we provide water, wastewater, water supply and water resource services, which are necessary in response to sustainability and resilience, drought mitigation and other factors as part of major capital/infrastructure projects.

Our services may be sequenced over multiple phases or multiple projects in the form of a program. For example, in the area of program management and construction management services, our work for a client may begin with a small consulting or planning contract, and may later develop into a broader advisory, design or overall management role for the project or a series of projects, which we refer to as a program. Program and construction management contracts may employ small or large project teams and, in many cases, operate with our staff located at the project site.

In addition, our industry is poised to capitalize on the benefits of AI and innovation. We are investing to lead this transformation, which will extend our advantages, improve overall delivery, and create distinct solutions for clients that differentiate us from competitors and enhance our client experience. These investments include capturing the value of our libraries of data to build more efficient design processes, and innovative and more advanced AI solutions for increasingly complex challenges that will accelerate design delivery and reduce the materials and costs required for a project.



We provide the services in these segments both directly and through joint ventures or similar arrangements to the following end markets or business sectors:

Transportation.

- *Transit and Rail.* Light rail, heavy rail (including highspeed, commuter and freight) and multimodal transit projects.
- *Marine, Ports and Harbors.* Wharf facilities and container port facilities for private and public port operators.
- *Highways, Bridges and Tunnels.* Interstate, primary and secondary urban and rural highway systems and bridge projects.
- *Aviation.* Landside terminal and airside facilities, runways, and taxiways.

Facilities.

- *Energy Efficient Facilities.* Designs for new build construction or refurbishment projects, such as office buildings, data centers and other facilities with high energy demands.
- *Government.* Emergency response services for the U.S. Department of Homeland Security, including the Federal Emergency Management Agency and engineering and program management services for agencies of the Department of Defense and Department of Energy.
- *Industrial.* Industrial facilities for a variety of niche end markets such as manufacturing, distribution, aviation, aerospace, communications, media, pharmaceuticals, renewable energy, chemical, and food and beverage facilities.
- *Urban Master Planning/Design.* Strategic planning and master planning services for new cities and major mixed-use developments in locations such as India, China, Southeast Asia, the Middle East, North Africa, the United Kingdom, and the United States.
- *Commercial and Leisure Facilities.* Corporate headquarters, high-rise office towers, historic buildings, hotels, leisure, sports and entertainment facilities, and corporate campuses.

- *Educational.* College and university campuses and other educational facilities.

- *Health Care.* Private and public health facilities.

- *Sports.* Sustainable building design for world-class sports arenas and stadiums.

- *Construction Management.* Program and construction management services for large scale building facility construction projects primarily in the Americas including: sports arenas, modern office and residential towers, hotels, convention centers, performance venues, aviation, and other facilities. As previously announced, the Company has commenced a review of strategic alternatives for this business, which could include a potential sale.

Water.

- *Water and Wastewater.* Treatment facilities as well as supply, distribution and collection systems, stormwater management, desalinization, and other water reuse technologies.

- *Water Resources.* Regional-scale floodplain mapping and analysis for public agencies, along with the analysis and development of protected groundwater resources for companies in the bottled water industry.

- *Drought Response and Mitigation.* Designing water re-use and similar systems to enhance resiliency of water supply.

- *Hazardous Chemicals.* Treating and addressing disposal of hazardous chemicals in water supplies and surrounding environments, such as per- and polyfluoroalkyl substances (PFAS).

Environment and Energy.

- *Environmental Management.* Waste handling, testing and monitoring of environmental conditions, and environmental construction management.

- *Remediation.* Restoring and remediating natural habitats, such as in response to industrial activity related to closed or abandoned mines.

- *Permitting and Community Engagement.* Advancing client projects through permitting processes, including implementation of innovative online engagement platforms, such as PlanEngage™.

- *Demand Side Management.* Public K-12 schools and universities, health care facilities, and courthouses and other public buildings, as well as energy conservation systems for utilities.

- *Transmission and Distribution.* Power stations and electric transmissions and distribution and cogeneration systems.

- *Alternative/Renewable Energy.* Production facilities such as ethanol plants, onshore and offshore wind farms, hydroelectric power, dams, flood control systems and geothermal subsections of regional power grids.

Program Management – We integrate the complexity of large-scale programs and projects through tailored approaches, proven methodologies, and multidisciplinary solutions to deliver transformative outcomes for our clients and the communities they serve, including:

- Megacity development.

- Transformational transportation infrastructure, such as high-speed rail.

- Aviation.

- Environmental remediation programs.

- Energy and grid infrastructure.
- Water supply systems.

Advisory – We provide expertise driven advisory services to infrastructure clients through the development of high-value strategies blending strategic direction with real-world expertise and deep collaboration, including:

- Digital Water Advisory and Consulting.
- Emerging Contaminants.
- Resource Management.
- Asset Management.
- Water Supply Optimization.
- Environmental Consulting.

Our AECOM Capital Segment

ACAP typically partners with investors and experienced developers as co-general partners. These partnerships may, but are not required to, enter into contracts with our other AECOM affiliates to provide design, owners engineer, construction management, development and operations and maintenance services for ACAP funded projects. ACAP development activity is conducted through joint ventures or subsidiaries that may be consolidated or unconsolidated for financial reporting purposes depending on the extent and nature of our ownership interest. In addition, in connection with the investment activities of ACAP, AECOM or an affiliate may provide guarantees of certain financial obligations, including guarantees for completion of projects, repayment of debt, environmental indemnity obligations, and other lender required guarantees. ACAP has focused on investing in co-general partner equity opportunities with high quality partners, primarily targeting “build-to-core” investments in the top U.S. markets across all property types.

We completed a transaction that transitioned the AECOM Capital team to a new third-party platform in the third quarter of fiscal 2024. Members of the legacy team continue to support AECOM Capital's investment vehicles pursuant to certain advisory agreements in a manner consistent with their historical responsibilities.

Thinking and Acting Globally

AECOM is at its best when we think and act globally. Our strategy is focused on setting a new standard of excellence in the professional services industry. First, our operating structure promotes greater connectivity and collaboration across our seven regions and six global business lines. We drive growth by prioritizing our core markets, leaning into our greatest strengths and ensuring our best talent and resources are focused on nurturing client relationships. We are transforming the way we deliver work through technology and digital platforms improving the client experience and increasing efficiency.



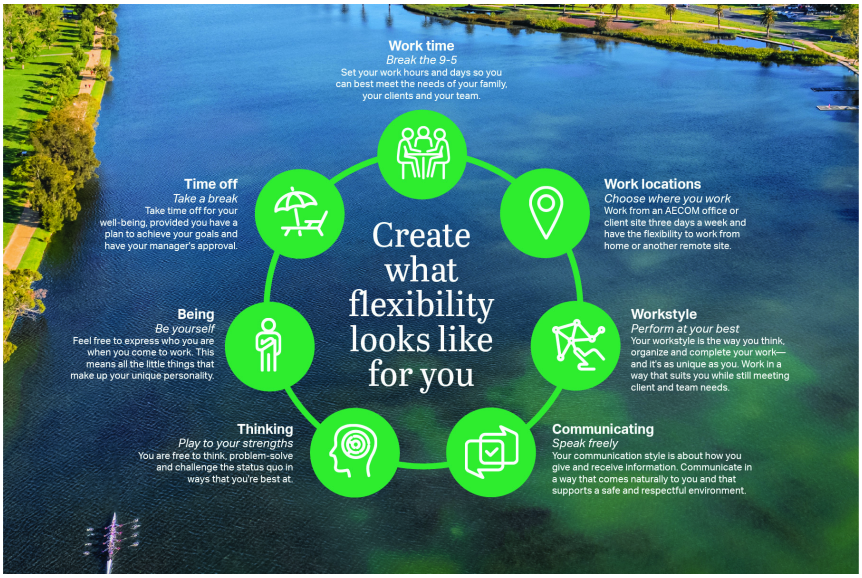
Human Capital Management

Our principal asset is our employees and large percentages of our employees have technical and professional backgrounds and undergraduate and/or advanced degrees. At the end of our fiscal 2025, we employed approximately 51,000 persons, of whom approximately 18,000 were employed in the United States. Over 200 of our domestic employees are covered by collective bargaining agreements or by specific labor agreements, which expire upon completion of the relevant project. We believe that the quality and level of service that our professionals deliver are among the highest in our industry.

We are committed to enhancing our position as a leading employer in our industry by attracting and retaining the best technical professionals in the world. Critical to our continued success is our ability to offer a compelling employee value proposition that promises competitive pay and benefits, an inclusive environment that supports flexibility and well-being and encourages collaboration and innovation, and a shared commitment to technical excellence, continuous learning and career growth. Through our Thrive with AECOM program, we are focused on fostering an inclusive environment within AECOM and beyond by building diverse talent, expanding understanding, enriching communities and thinking without limits. This understanding informs our approach to managing our human capital resources. Our human capital objectives and initiatives are overseen by our Board as per our Corporate Governance Guidelines.

Health and Safety. Core to our corporate values is safeguarding our people and fostering a culture of caring that promotes the wellbeing of our employees, contractors and business partners. We safeguard our people, projects and reputation by striving for zero employee injuries and illnesses, while operating and delivering our work responsibly and sustainably. We maintain our industry's best-in-class lost workday case and recordable incident rates, and our safety performance is consistently recognized by key clients across the regions where we work as well as by recognized safety organizations. We have taken and will continue to take critical steps to keep our people, clients and communities safe, including any necessary actions in response to local and global health crises.

Freedom to Grow. Freedom to Grow is our global framework designed to support employees in finding the balance and flexibility they need to be their best and deliver for clients, and a key factor in our ability to attract and retain talent. Employees and managers can evaluate work schedules and locations and align on an arrangement that prioritizes client and team responsibilities while supporting individual needs and includes three days a week in the office or at project sites as an expectation. Our Freedom to Grow program goes far beyond just when and where we work. We consider our people's holistic experience, respecting diversity in work, communication and thinking styles.



Technical and professional development. Technical excellence is the foundation of our competitive advantage—it's how we harness the power of our teams' technical skills and expertise to deliver high quality solutions for clients and communities we serve. We strive to be home to our industry's best technical minds — professionals who thrive in an environment that encourages their collaboration and innovation and celebrates great project and client outcomes.

We have invested in a robust learning ecosystem that keeps our employees project-ready with 'on the job' technical training, future-ready with new digital tools, thought leadership and programs that inspire innovation, and globally connected within their technical practice and strategic partnerships.

Our online learning platform, AECOM University, delivers high-quality and personalized learning experiences, including our Global Technical Academies. Created by us for us, Academies deliver structured and self-directed technical training courses on key global topics, practices and markets that are relevant to our business. Our Technical Practice Network connects professionals every day in a global online community to enable networking, collaboration and problem solving.

In addition, our full range of professional development programs, called Leadership at all Levels, enhance business and leadership skills. From early career and graduate programs, to practical manager training, and executive coaching and leadership development, we are supporting development at every career level. These programs are based on our four pillars of Leadership Capabilities, which outline the behaviors we want our leaders to demonstrate and exemplify for the collective success as an organization.

Purpose and impact. Our purpose of delivering a better world is at the core of all that we do. As the world's trusted infrastructure consulting firm, we are determined and well-positioned to deliver positive, impactful and Sustainable Legacies for our company, our communities and our planet. Through our projects and our operations, we have both a significant opportunity and a responsibility to protect, enhance and restore the world's natural and social systems. Through strategic nonprofit partnerships, pro-bono work, skills-based volunteering and philanthropy, our corporate responsibility platform is focused on delivering access to safe and secure infrastructure to those who need it most, creating opportunity for the leaders of tomorrow and protecting our planet so that our company can fulfill its purpose to deliver a better world. As part of our pro-bono program, our technical experts partnered with nonprofit organizations in their local communities to provide critical design, engineering and infrastructure solutions. We maintain an internal Global Sustainable Legacies Council focused on executing on our purpose and ensuring that our actions are as strong as our policies.

Our Clients

Our clients consist primarily of national, state, regional and local governments, public and private institutions and major corporations. The following table sets forth our total revenue attributable to these categories of clients for each of the periods indicated:

	Year Ended September 30, ($ in millions)					
	2025		2024		2023	
U.S. Federal Government	$ 1,107.3	7 %	$ 1,064.0	7 %	$ 790.6	5 %
U.S. State and Local Governments	3,916.9	24	3,660.5	23	2,918.9	20
Non-U.S. Governments	3,019.6	19	2,610.0	16	2,544.7	18
Subtotal Governments	8,043.8	50	7,334.5	46	6,254.2	43
Private Entities (worldwide)	8,095.8	50	8,771.0	54	8,124.3	57
Total	$ 16,139.6	100 %	$ 16,105.5	100 %	$ 14,378.5	100 %

No single client accounted for 10% or more of our revenue in any of the past five fiscal years. Approximately 7%, 7%, and 5% of our revenue was derived through direct contracts with agencies of the U.S. federal government in the years ended September 30, 2025, 2024, and 2023, respectively.

Contracts

The price provisions of the contracts we undertake can be grouped into several broad categories: cost-reimbursable contracts, guaranteed maximum price contracts, and fixed-price contracts. For the year ended September 30, 2025, our revenue was comprised of 38%, 37%, and 25% cost-reimbursable, guaranteed maximum price, and fixed-price contracts, respectively.

Cost-Reimbursable Contracts

Cost-reimbursable contracts include cost-plus fixed fee, cost-plus fixed rate, and time-and-materials price contracts. Under cost-plus contracts, we charge clients for our costs, including both direct and indirect costs, plus a negotiated fee or rate. We recognize revenues based on actual direct costs incurred and the applicable fixed rate or portion of the fixed fee earned as of the balance sheet date. Under time-and-materials price contracts, we negotiate hourly billing rates and charge clients based on the actual time we expend on the project. In addition, clients reimburse us for materials and other direct incidental expenditures, including payments to subcontractors, incurred in connection with our performance under the contract. We may apply a practical expedient to recognize revenue in the amount in which we have the right to invoice if our right to consideration is equal to the value of performance completed to date. Time-and-material price contracts may also have a fixed-price element in the form of not-to-exceed or guaranteed maximum price provisions.

Some cost-plus contracts provide for award fees or a penalty based on performance criteria in lieu of a fixed fee or fixed rate. Other contracts include a base fee component plus a performance-based award fee. In addition, we may share award fees with subcontractors. We generally recognize revenue to the extent of costs actually incurred plus a proportionate amount of the fee expected to be earned. We take the award fee or penalty on contracts into consideration when estimating revenue and profit rates, and record revenue related to the award fees when there is sufficient information to assess anticipated contract performance and a significant reversal of the award fee is not probable. Once an award is received, the estimated or accrued fees are adjusted to the actual award amount.

Some cost-plus contracts provide for incentive fees based on performance against contractual milestones. The amount of the incentive fees varies, depending on whether we achieve above, at, or below target results. We originally recognize revenue on these contracts based upon expected results. These estimates are revised when necessary based upon additional information that becomes available as the contract progresses.

Guaranteed Maximum Price Contracts

Guaranteed maximum price (GMP) contracts share many of the same contract provisions as cost-plus and fixed-price contracts. As with cost-plus contracts, clients are provided a disclosure of all project costs, and a lump sum percentage fee is separately identified. We provide clients with a guaranteed price for the overall project (adjusted for change orders issued by clients) and a schedule including the expected completion date. Cost overruns or costs associated with project delays in completion could be our responsibility. For many of our GMP contracts, the final price is generally not established until we have subcontracted a substantial percentage of the trade contracts with terms consistent with the master contract, and we have negotiated additional contract limitations, such as waivers of consequential damages as well

as aggregate caps on liabilities and liquidated damages. Revenue is recognized for GMP contracts as project costs are incurred relative to total estimated project costs.

Fixed-Price Contracts

Fixed-price contracts include both lump-sum and fixed-unit price contracts. Under lump-sum contracts, we perform all the work under the contract for a specified fee. Lump-sum contracts are typically subject to price adjustments if the scope of the project changes or unforeseen conditions arise. Under fixed-unit price contracts, we perform a number of units of work at an agreed price per unit with the total payment under the contract determined by the actual number of units delivered. Revenue is recognized for fixed-price contracts using the input method measured on a cost-to-cost basis as the Company believes this is the best measure of progress towards completion.

Some of our fixed-price contracts require us to provide surety bonds or parent company guarantees to assure our clients that their project will be completed in accordance with the terms of the contracts as further disclosed in Note 18—Commitments and Contingencies. In such cases, we may require our primary subcontractors to provide similar performance bonds and guarantees and to be adequately insured, and we may flow down the terms and conditions set forth in our agreement on to our subcontractors. There may be risks associated with completing these projects profitably if we are not able to perform our services within the fixed-price contract terms.

Joint Ventures

Some of our larger contracts may operate under joint ventures or other arrangements under which we team with other reputable companies, typically companies with which we have worked for many years. This is often done where the scale of the project dictates such an arrangement or when we want to strengthen either our market position or our technical skills.

Backlog

Backlog represents revenue we expect to realize for work completed by our consolidated subsidiaries and our proportionate share of work to be performed by unconsolidated joint ventures. Backlog is expressed in terms of gross revenue and, therefore, may include significant estimated amounts of third party or pass-through costs to subcontractors and other parties. We report transaction price allocated to remaining unsatisfied performance obligations (RUPO) of $19.7 billion, as described in Note 4, Revenue Recognition, in the notes to our consolidated financial statements. The most significant differences between our backlog and RUPO are backlog contains revenue we expect to record in the future where we have been awarded the work, but the contractual agreement has not yet been signed and revenue related to service contracts that extend beyond the termination provision of those contracts, where RUPO requires us to assume the contract will be terminated at its earliest convenience. Accordingly, RUPO is $20.0 billion lower than backlog. For non-government contracts, our backlog includes future revenue at contract rates, excluding contract renewals or extensions that are at the discretion of the client. For contracts with a not-to-exceed maximum amount, we include revenue from such contracts in backlog to the extent of the remaining estimated amount. We calculate backlog without regard to possible project reductions or expansions or potential cancellations until such changes or cancellations occur. No assurance can be given that we will ultimately realize our full backlog. Backlog fluctuates due to the timing of when contracts are awarded and contracted and when contract revenue is recognized. Many of our contracts require us to provide services over more than one year. Our backlog for the year ended September 30, 2025 increased $2.3 billion, or 6.1%, to $39.7 billion as compared to $37.4 billion for the corresponding period last year, primarily due to a increase in our Americas Construction Management business.

The following summarizes backlog (in billions):

	September 30,	
	2025	2024
Backlog:		
Americas segment	$ 32.8	$ 31.0
International segment	6.9	6.4
Total backlog	$ 39.7	$ 37.4

Competition

The markets we serve are highly fragmented and we compete with a large number of regional, national and international companies. We have numerous competitors, ranging from small private firms to multi-billion dollar companies, some of which have greater financial resources or that are more specialized and concentrate their resources in particular areas of expertise. The extent of our competition varies according to the particular markets and geographic area. The degree and type of competition we face is also influenced by the type and scope of a particular project. The technical and professional aspects of our services generally do not require large upfront capital expenditures and, therefore, provide limited barriers against new competitors.

We believe that we are well positioned to compete in our markets because of our reputation, our cost effectiveness, our long-term client relationships, our extensive network of offices, our employee expertise, and our broad range of services. In addition, as a result of our extensive national and international network, we are able to offer our clients localized knowledge and expertise, as well as the support of our worldwide professional staff. In addition, through investments in technology and innovation, we are able to bring advanced solutions to clients.

Seasonality

We experience seasonal trends in our business. Our revenue is typically higher in the last half of the fiscal year. The fourth quarter of our fiscal year (July 1 to September 30) is typically our strongest quarter. We find that the U.S. federal government tends to authorize more work during the period preceding the end of our fiscal year, September 30. In addition, many U.S. state governments with fiscal years ending on June 30 tend to accelerate spending during their first quarter, when new funding becomes available. Further, our construction management revenue typically increases during the summer months when weather and daylight hours are more conducive to outdoor activities. Within the United States, as well as other parts of the world, our business generally benefits from milder weather conditions in our fiscal fourth quarter. Our construction and project management services also typically expand during the summer months when weather and daylight hours are more conducive to outdoor activities. The first quarter of our fiscal year (October 1 to December 31) is typically our lowest revenue quarter. The harsher weather conditions impact our ability to complete work in parts of North America and the holiday season schedule affects our productivity during this period. For these reasons, coupled with the number and significance of client contracts commenced and completed during a particular period, as well as the timing of expenses incurred for corporate initiatives, it is not unusual for us to experience seasonal changes or fluctuations in our quarterly operating results.

Risk Management and Insurance

Risk management is an integral part of our project management approach and our project execution process. We have an Office of Risk Management that reviews and oversees the risk profile of our operations through a tiered process of formal risk committees with the highest-risk pursuits subject to vetting at each tier. Following contract execution, and commencement of delivery, projects are monitored via a formal monthly or quarterly project-review process designed to ensure project performance and risk mitigation. Also, pursuant to our internal delegations of authority, a group of senior members of our risk management team evaluates risk through internal risk analyses of higher-risk projects, contracts or other business decisions. We maintain insurance covering professional liability and claims involving bodily injury and property damage, among other coverages. Wherever possible, we endeavor to eliminate or reduce the risk of loss on a project through the use of quality assurance/control, risk management, workplace safety and similar methods.

Regulations

Our business is impacted by environmental, health and safety, government procurement, anti-bribery and other government regulations and requirements. Below is a summary of some of the significant regulations that impact our business.

Environmental, Health and Safety. Our business involves the planning, design, program management, construction management, and operations and maintenance at various project sites, including, but not limited to, nuclear facilities, hazardous waste and Superfund sites, hydrocarbon production, distribution and transport sites, and other infrastructure-related facilities. We also regularly perform work in and around sensitive environmental areas, such as rivers, lakes and wetlands.

Significant fines, penalties and other sanctions may be imposed for non-compliance with environmental and health and safety laws and regulations, and some laws provide for joint and several strict liabilities for remediation of releases of hazardous substances, rendering a person liable for environmental damage, without regard to negligence or fault

on the part of such person. These laws and regulations may expose us to liability arising out of the conduct of operations or conditions caused by others, or for our acts that were in compliance with all applicable laws at the time these acts were performed. For example, there are a number of governmental laws that strictly regulate the handling, removal, treatment, transportation and disposal of toxic and hazardous substances, such as the Comprehensive Environmental Response Compensation and Liability Act of 1980, and comparable national and state laws, that impose strict, joint and several liabilities for the entire cost of cleanup, without regard to whether a company knew of or caused the release of hazardous substances. In addition, some environmental regulations can impose liability for the entire clean-up upon owners, operators, generators, transporters and other persons arranging for the treatment or disposal of such hazardous substances related to contaminated facilities or project sites. Other federal environmental, health and safety laws affecting us include, but are not limited to, the Resource Conservation and Recovery Act, the National Environmental Policy Act, the Clean Air Act, the Clean Air Mercury Rule, the Occupational Safety and Health Act, the Toxic Substances Control Act, and the Superfund Amendments and Reauthorization Act, as well as other comparable national and state laws. Liabilities related to environmental contamination or human exposure to hazardous substances, comparable national and state laws or a failure to comply with applicable regulations could result in substantial costs to us, including cleanup costs, fines and civil or criminal sanctions, third-party claims for property damage or personal injury, or cessation of remediation activities.

Some of our business operations are covered by Public Law 85-804, which provides for indemnification by the U.S. federal government against claims and damages arising out of unusually hazardous or nuclear activities performed at the request of the U.S. federal government. Should public policies and laws change, however, U.S. federal government indemnification may not be available in the case of any future claims or liabilities relating to hazardous activities that we undertake to perform.

Government Procurement. The services we provide to the U.S. federal government are subject to Federal Acquisition Regulation, the Truth in Negotiations Act, Cost Accounting Standards, the Services Contract Act, False Claims Act, export controls rules and Department of Defense (DOD) security regulations, as well as many other laws and regulations. These laws and regulations affect how we transact business with our clients and, in some instances, impose additional costs on our business operations. A violation of specific laws and regulations could lead to fines, contract termination or suspension of future contracts. Our government clients can also terminate, renegotiate, or modify any of their contracts with us at their convenience; and many of our government contracts are subject to renewal or extension annually.

Anti-Bribery and other regulations. We are subject to the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act of 2010, and similar anti-bribery laws, which generally prohibit companies and their intermediaries from making improper payments to foreign government officials for the purpose of obtaining or retaining business. To the extent we export technical services, data and products outside of the U.S., we are subject to U.S. and international laws and regulations governing international trade and exports, including, but not limited to, the International Traffic in Arms Regulations, the Export Administration Regulations, and trade sanctions against embargoed countries. We provide services to the DOD and other defense-related entities that often require specialized professional qualifications and security clearances. In addition, as engineering design services professionals, we are subject to a variety of local, state, federal, and foreign licensing and permit requirements and ethics rules.

Raw Materials

We purchase most of the raw materials and components necessary to operate our business from numerous sources. However, the price and availability of raw materials and components may vary from year to year due to customer demand, production capacity, market conditions, and material shortages. While we do not currently foresee the lack of availability of any particular raw materials in the near term, prolonged unavailability of raw materials necessary to our projects and services or significant price increases for those raw materials could have a material adverse effect on our business in the near term.

Government Contracts

Generally, our government contracts are subject to renegotiation or termination of contracts or subcontracts at the discretion of the U.S. federal, state or local governments, and national governments of other countries.

Trade Secrets and Other Intellectual Property

We rely principally on trade secrets, confidentiality policies and other contractual arrangements to protect much of our intellectual property.

Available Information

The reports we file with the Securities and Exchange Commission, including annual reports on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K and proxy materials, including any amendments, are available free of charge on our website at *www.aecom.com* as soon as reasonably practicable after we electronically file such material with or furnish it to the SEC. The SEC also maintains a website *(www.sec.gov)* containing reports, proxy and information statements, and other information that we file with the SEC. Our Corporate Governance Guidelines and our Code of Ethics are available on our website at *www.aecom.com* under the "Investors" section. However, our website and any content thereof should not be considered to be incorporated by reference into this document. Copies of the information identified above may be obtained without charge from us by writing to AECOM, 13355 Noel Road, Suite 400, Dallas, Texas 75240, Attention: Corporate Secretary.

ITEM 1A. RISK FACTORS

We operate in a changing global environment that involves numerous known and unknown risks and uncertainties that could materially adversely affect our operations. The risks described below highlight some of the factors that have affected, and in the future could affect our operations. Additional risks we do not yet know of or that we currently believe are immaterial may also affect our business operations. If any of the events or circumstances described in the following risks actually occurs, our business, financial condition or results of operations could be materially adversely affected.

Risks Related to Our Markets, Customers and Business

Our industry is highly competitive, and we may be unable to compete effectively, which could result in reduced revenue, profitability and market share.

We are engaged in a highly competitive business. The markets we serve are highly fragmented and we compete with a large number of regional, national and international companies. These competitors may have greater financial and other resources than we do. Others are smaller and more specialized, and concentrate their resources in particular areas of expertise. The extent of our competition varies according to the particular markets and geographic area. In addition, the technical and professional aspects of some of our services generally do not require large upfront capital expenditures and provide limited barriers against new competitors.

The degree and type of competition we face is also influenced by the type and scope of a particular project. Our clients make competitive determinations based upon qualifications, experience, performance, reputation, technology, customer relationships, price and ability to provide the relevant services in a timely, safe and cost-efficient manner. Increased competition may result in our inability to win bids for future projects, increased margin pressure and loss of revenue, profitability and market share.

Our ability to compete in our industry will be harmed if we do not retain the continued services of our senior management and key technical personnel.

We rely heavily upon the expertise and leadership of our people. There is strong competition for qualified technical and management personnel in the sectors in which we compete. We may not be able to continue to attract and retain qualified technical and management personnel, such as engineers, architects and project managers, who are necessary for the development of our business or to replace qualified personnel in the timeframe demanded by our clients. Also, some of our personnel hold government granted eligibility that may be required to obtain government projects. Loss of the services of, or failure to recruit, senior management or key technical personnel could impact the long-term performance of the Company and limit our ability to successfully complete existing projects and compete for new projects.

Demand for our services is cyclical and vulnerable to sudden economic downturns and reductions in government and private industry spending. If economic conditions remain uncertain and/or weaken, our revenue and profitability could be adversely affected.

Demand for our services is cyclical and may be vulnerable to sudden economic downturns, interest rate fluctuations and reductions in government and private industry spending that result in clients delaying, curtailing or

canceling proposed and existing projects. Where economies are weakening, our clients may demand more favorable pricing or other terms while their ability to pay our invoices or to pay them in a timely manner may be adversely affected. Our government clients may face budget deficits that prohibit them from funding proposed and existing projects. If economic conditions remain uncertain and/or weaken and/or government spending is reduced, our revenue and profitability could be materially adversely affected.

We depend on long-term government contracts, some of which are only funded on an annual basis. If appropriations for funding are not made in subsequent years of a multiple-year contract, we may not be able to realize all of our anticipated revenue and profits from that project.

A substantial portion of our revenue is derived from contracts with agencies and departments of national, state, and local governments. During fiscal 2025 and 2024, approximately 50% and 46%, respectively, of our revenue was derived from contracts with government entities.

Most government contracts are subject to such government's budgetary approval process. Legislatures typically appropriate funds for a given program on an annual basis, even though contract performance may take more than one year. In addition, public-supported financing such as state and local municipal bonds may be only partially raised to support existing infrastructure projects. As a result, at the beginning of a program, the related contract is only partially funded, and additional funding is normally committed only as appropriations are made in each fiscal year. These appropriations, and the timing of payment of appropriated amounts, may be influenced by, among other things, the state of the economy, an extended government shutdown, competing priorities for appropriation, changes in administration or control of legislatures, and the timing and amount of tax receipts and the overall level of government expenditures. Similarly, the impact of an economic downturn on governments may make it more difficult for them to fund infrastructure projects. If appropriations are not made in subsequent years on our government contracts, then we will not realize all of our potential revenue and profit from those contracts.

If we are unable to win or renew government contracts during regulated procurement processes, our operations and financial results would be harmed.

Government contracts are awarded through a regulated procurement process. The federal government has awarded multi-year contracts with pre-established terms and conditions, such as indefinite delivery contracts, that generally require those contractors that have previously been awarded the indefinite delivery contract to engage in an additional competitive bidding process before a task order is issued. The federal government has also awarded federal contracts based on a low-price, technically acceptable criteria emphasizing price over qualitative factors, such as past performance. As a result of these competitive pricing pressures, our profit margins on future federal contracts may be reduced and may require us to make sustained efforts to reduce costs in order to realize profits under government contracts. If we are not successful in reducing the amount of costs we incur, our profitability on government contracts will be negatively impacted. In addition, we may not be awarded government contracts because of existing government policies designed to protect small businesses and under-represented minority contractors. Our inability to win or renew government contracts during regulated procurement processes could harm our operations and reduce our profits and revenues.

Governmental agencies may modify, curtail or terminate our contracts at any time prior to their completion and, if we do not replace them, we may suffer a decline in revenue.

Most government contracts may be modified, curtailed or terminated by the government either at its discretion or upon the default of the contractor. If the government terminates a contract at its discretion, then we typically are able to recover only costs incurred or committed, settlement expenses and profit on work completed prior to termination, which could prevent us from recognizing all of our potential revenue and profits from that contract. In addition, for some assignments, the U.S. government may attempt to "insource" the services to government employees rather than outsource to a contractor. If a government terminates a contract due to our default, we could be liable for excess costs incurred by the government in obtaining services from another source.

Our contracts with governmental agencies are subject to audit, which could result in adjustments to reimbursable contract costs or, if we are charged with wrongdoing, possible temporary or permanent suspension from participating in government programs.

Our books and records are subject to audit by the various governmental agencies we serve and their representatives. These audits can result in adjustments to the amount of contract costs we believe are reimbursable by the

agencies and the amount of our overhead costs allocated to the agencies. If such matters are not resolved in our favor, they could have a material adverse effect on our business. In addition, if one of our subsidiaries is charged with wrongdoing as a result of an audit, that subsidiary, and possibly our company as a whole, could be temporarily suspended or could be prohibited from bidding on and receiving future government contracts for a period of time. Furthermore, as a government contractor, we are subject to an increased risk of investigations, criminal prosecution, civil fraud actions, whistleblower lawsuits, and other legal actions and liabilities to which purely private sector companies are not, the results of which could materially adversely impact our business. For example, from time to time we may be subject to qui tam lawsuits, which typically allege that we have made false statements or certifications in connection with claims for payment, or improperly retained overpayments, from the government. These suits may remain under seal (and hence, be unknown to us) for some time while the government decides whether to intervene on behalf of the qui tam plaintiff.

Risks Related to our Capital Structure

The agreements governing our debt contain a number of restrictive covenants which will limit our ability to finance future operations, acquisitions or capital needs or engage in other business activities that may be in our interest.

The Credit Agreement (defined below) and the indentures governing our debt contain a number of significant covenants that impose operating and other restrictions on us and our subsidiaries. Such restrictions affect or will affect and, in many respects, limit or prohibit, among other things, our ability and the ability of some of our subsidiaries to:

- incur additional indebtedness;
- create liens;
- pay dividends and make other distributions in respect of our equity securities;
- redeem or repurchase our equity securities;
- distribute excess cash flow from foreign to domestic subsidiaries;
- make investments or other restricted payments;
- sell assets;
- enter into transactions with affiliates; and
- effect mergers or consolidations.

In addition, our Credit Agreement requires us to comply with a consolidated leverage ratio. Our ability to comply with this ratio may be affected by events beyond our control. These restrictions could limit our ability to plan for or react to market or economic conditions or meet capital needs or otherwise restrict our activities or business plans, and could adversely affect our ability to finance our operations, acquisitions, investments or strategic alliances or other capital needs or to engage in other business activities that would be in our interest. A breach of any of these covenants or our inability to comply with the required financial ratios could result in a default under our debt instruments. If an event of default occurs, our creditors could elect to:

- declare all borrowings outstanding, together with accrued and unpaid interest, to be immediately due and payable;
- require us to apply all of our available cash to repay the borrowings; or
- prevent us from making debt service payments on our borrowings.

If we were unable to repay or otherwise refinance these borrowings when due, the applicable creditors could sell the collateral securing some of our debt instruments, which constitutes substantially all of the Company’s and certain of its domestic wholly-owned subsidiaries’ assets.

Our variable rate indebtedness subjects us to interest rate risk, which could cause our debt service obligations to increase significantly.

Borrowings under our Credit Agreement are at variable rates of interest and expose us to interest rate risk. If interest rates increase, our debt service obligations on the variable rate indebtedness will increase even though the amount borrowed remains the same, and our net income and cash flows, including cash available for servicing our indebtedness, will correspondingly decrease. A 1.00% increase in such interest rates would increase total interest expense under our Credit Agreement for the year ended September 30, 2025 by $9.0 million, including the effect of our interest rate swap and interest rate cap agreements. We may, from time to time, enter into additional interest rate derivatives that involve the exchange of floating for fixed rate interest payments in order to reduce interest rate volatility. However, we may not maintain interest rate derivatives with respect to all of our variable rate indebtedness, and any derivatives we enter into may not fully mitigate our interest rate risk and could be subject to credit risk themselves.

If we are unable to continue to access credit on acceptable terms, our business may be adversely affected.

The changing nature of the global credit markets could make it more difficult for us to access funds, refinance our existing indebtedness, enter into agreements for uncommitted debt bond facilities and new indebtedness, replace our existing revolving and term credit agreements or obtain funding through the issuance of our securities. We use credit facilities to support our working capital and other needs. There is no guarantee that we can continue to renew our credit facility on terms as favorable as those in our existing credit facility and, if we are unable to do so, our costs of borrowing and our business may be adversely affected.

Risks Related to our International Operations

Our operations worldwide expose us to legal, political and economic risks in different countries as well as currency exchange rate fluctuations and impacts from inflation that could harm our business and financial results.

During fiscal 2025, revenue attributable to our services provided outside of the United States to non-U.S. clients was approximately 27% of our total revenue. There are risks inherent in doing business internationally, including:

- the ongoing conflict between Russia and Ukraine, which has resulted in the imposition by the U.S. and other nations of restrictive actions against Russia, Belarus and certain banks, companies and individuals;
- imposition of governmental controls and changes in laws, regulations or policies;
- political and economic instability, including in the Middle East;
- civil unrest, acts of terrorism, force majeure, war, or other armed conflict;
- changes in U.S. and other national government trade policies affecting the markets for our services, including the imposition of tariffs;
- political unrest in Hong Kong where we have a significant presence;
- impact of health crises and their related economic impacts;
- increases in the consumer price index and interest rates;
- changes in regulatory practices, tariffs and taxes;
- potential non-compliance with a wide variety of laws and regulations, including anti-corruption, export control and anti-boycott laws and similar non-U.S. laws and regulations;
- changes in labor conditions;
- logistical and communication challenges; and
- currency exchange rate fluctuations, devaluations and other conversion restrictions.

Any of these factors could have a material adverse effect on our business, results of operations or financial condition.

We operate in many different jurisdictions and we could be adversely affected by legislative actions of governments, as well as violations of the U.S. Foreign Corrupt Practices Act and similar worldwide anti-corruption laws.

The U.S. Foreign Corrupt Practices Act (FCPA) and similar worldwide anti-corruption laws, including the U.K. Bribery Act of 2010, generally prohibit companies and their intermediaries from making improper payments to non-U.S. officials for the purpose of obtaining or retaining business. Our internal policies mandate compliance with these anti-corruption laws, including the requirements to maintain accurate information and internal controls which may fall within the purview of the FCPA, its books and records provisions or its anti-bribery provisions. We operate in many parts of the world that have experienced governmental corruption to some degree; and, in some circumstances, strict compliance with anti-corruption laws may conflict with local customs and practices. Despite our training and compliance programs, we cannot assure that our internal control policies and procedures always will protect us from reckless or criminal acts committed by our employees or agents. In addition, from time to time, government investigations of corruption affect us and our peers. Violations of these laws, or allegations of such violations, could disrupt our business and result in a material adverse effect on our results of operations or financial condition.

The Building Safety Act (the "Act"), the primary legislation which introduces a new framework for the regulation of the UK construction industry, became law on April 28, 2022. While limited parts of the Act have not yet been enacted, and further secondary legislation is expected, most of the provisions are now in force. The Act extends liability periods for some historical defects in residential properties completed prior to 2022, creates a new government regulatory body responsible for building safety and new legal obligations regarding building safety, reallocates the risk related to design and construction, and requires the development of a more stringent regulatory regime for select buildings. The new legislation has resulted in new risk, litigation, regulatory and cost challenges for our United Kingdom and global operations.

Any of these events could adversely affect our United Kingdom, European operations and overall business and financial results.

We work in international locations where there are high security risks, which could result in harm to our employees and contractors or material costs to us.

Some of our services are performed in high-risk locations, such as the Middle East, Africa, and Southeast Asia, where the location is suffering from political, social or economic problems, or war or civil unrest. In those locations where we have employees or operations, we may incur material costs to maintain the safety of our personnel. Despite these precautions, the safety of our personnel in these locations may continue to be at risk. Acts of terrorism and threats of armed conflicts in or around various areas in which we operate could limit or disrupt markets and our operations, including disruptions resulting from the evacuation of personnel, cancellation of contracts, or the loss of key employees, contractors or assets.

Risks Related to Our Operations and Technology

Many of our project sites are inherently dangerous workplaces. Failure to maintain safe work sites and equipment could result in environmental disasters, employee deaths or injuries, reduced profitability, the loss of projects or clients and possible exposure to litigation.

Our project sites often put our employees and others in close proximity with mechanized equipment, moving vehicles, chemical and manufacturing processes, and highly regulated materials. On some project sites, we may be responsible for safety and, accordingly, we have an obligation to implement effective safety procedures. If we fail to implement these procedures or if the procedures we implement are ineffective, we may suffer the loss of or injury to our employees, as well as expose ourselves to possible litigation. As a result, our failure to maintain adequate safety standards and equipment could result in reduced profitability, harm to our reputation, or the loss of projects or clients, and could have a material adverse impact on our business, financial condition, and results of operations.

Cybersecurity threats, information technology systems outages and data privacy incidents could adversely harm our business.

We may experience errors, outages, or delays of service in our information technology systems, which could significantly disrupt our operations, impact our clients and employees, damage our reputation, and result in litigation and regulatory fines or penalties. Various privacy and securities laws pertaining to client and employee data usage require us to manage and protect sensitive and proprietary information. For example, the European's Union General Data Protection Regulation may apply to companies processing data of European Union residents, even if the company is not located in the European Union. In addition, the California Consumer Privacy Act increased the penalties for data privacy incidents.

We face threats to our information technology systems, including unauthorized access, computer hackers, computer viruses, malicious code, cyber-attacks, ransomware, data extortion, phishing and other cybersecurity problems and system disruptions, including possible unauthorized access to our and our clients' proprietary information. Our cybersecurity program is designed to use industry-accepted security measures and technology to securely maintain all proprietary information on our information technology systems. In the ordinary course of business, we have been targeted by malicious cyber-attacks. Anyone who circumvents our security measures could misappropriate proprietary information, including information regarding us, our employees and/or our clients, or cause interruptions in our operations. Although we devote considerable resources to our cybersecurity programs and have implemented security measures to protect our systems and to prevent, detect and respond to cybersecurity incidents, there can be no assurance that our efforts will prevent these threats. As these security threats continue to evolve, we may be required to devote additional resources to help prevent, detect and respond to system disruptions and cybersecurity incidents.

We also rely in part on third-party software and information technology vendors to run our critical accounting, project management and financial information systems. We depend on our software and information technology vendors to provide long-term software and hardware support for our information systems. Our software and information technology vendors may decide to discontinue further development, integration or long-term software and hardware support for our information systems, in which case we may need to abandon one or more of our current information systems and migrate some or all of our accounting, project management and financial information to other systems, thus increasing our operational expense, as well as disrupting the management of our business operations.

Any of these events could damage our reputation and have a material adverse effect on our business, financial condition, results of operations and cash flows. Furthermore, while we maintain insurance designed to cover these events, our coverage may not sufficiently cover all types of losses or claims that may arise or be subject to exclusions.

We may use artificial intelligence, machine learning, data science and similar technologies in our business, and challenges with properly managing such technologies could result in reputational harm, competitive harm, and legal liability, and adversely affect our business, financial condition and results of operations.

Artificial intelligence, machine learning, data science and similar technologies (collectively, "AI"), including third-party AI tools, may be enabled by, or integrated into, some of our business processes and solutions. As with many developing technologies, AI presents risks and challenges that could affect its further development, adoption, and use, and therefore our business. AI algorithms may be flawed or biased. Datasets used to train or develop AI systems may be insufficient, of inferior quality, or contain biased, incorrect or incomplete information. The utilization of AI may increase our risk and liability exposure relating to confidentiality, intellectual property infringement, and client use restrictions. Our AI governance review process and safeguards may not be adequate to protect against these risks and challenges.

Additionally, the laws and regulations concerning the use of AI continue to evolve. If the use or integration of AI systems, or the outputs generated by such systems, were determined to be non-compliant (e.g., in relation to AI statutory regimes, data privacy rights or in relation to the use of AI for certain activities or use cases), this may expose us to regulatory action or litigation. It is possible that emerging regulations or changes to intellectual property laws may limit or block the use of AI in our business or otherwise impose restrictions that may adversely affect the efficiency of our business processes or solutions that were utilizing AI technologies.

Our competitors or other third parties may incorporate AI into their product and service offerings more quickly or more successfully than us, which could impair our ability to compete effectively and adversely affect our business, financial condition and results of operations.

Risks Related to Contracts and Joint Ventures

Our business and operating results could be adversely affected by losses under fixed-price or guaranteed maximum price contracts.

Fixed-price contracts require us to either perform all work under the contract for a specified lump-sum or to perform an estimated number of units of work at an agreed price per unit, with the total payment determined by the actual number of units performed. In addition, we may enter guaranteed maximum price contracts where we guarantee a price or delivery date. For the year ended September 30, 2025, our revenue was comprised of 38%, 37%, and 25% cost-reimbursable, guaranteed maximum price, and fixed-price contracts, respectively. Fixed-price contracts expose us to a number of risks not inherent in cost-reimbursable contracts, including underestimation of costs, ambiguities in specifications, unforeseen increases in or failures in estimating the cost of raw materials, equipment or labor, increased costs as a result of inflation, problems with new technologies, delays beyond our control, fluctuations in profit margins, failures of subcontractors to perform and economic or other changes that may occur during the contract period. United States and foreign trade policy actions in the United States could affect the profitability of our fixed-price projects. Losses under fixed-price or guaranteed contracts could be substantial and adversely impact our results of operations.

Our failure to meet contractual schedule or performance requirements that we have guaranteed could adversely affect our operating results.

In some circumstances, we can incur liquidated or other damages if we do not achieve project completion by a scheduled date. If we or an entity for which we have provided a guarantee fails to complete the project as scheduled and the matter cannot be satisfactorily resolved with the client, we may be responsible for cost impacts to the client resulting from any delay or the cost to complete the project. Our costs generally increase from schedule delays and/or could exceed our projections for a particular project. In addition, project performance can be affected by a number of factors beyond our control, including unavoidable delays from governmental inaction, public opposition, inability to obtain financing, weather conditions, unavailability of vendor materials, changes in the project scope of services requested by our clients, industrial accidents, environmental hazards, labor disruptions, pandemics including the current coronavirus, and other factors. Material performance problems for existing and future contracts could cause actual results of operations to differ from those anticipated by us and also could cause us to suffer damage to our reputation within our industry and client base.

We may not be able to maintain adequate surety and financial capacity necessary for us to successfully bid on and win contracts.

In line with industry practice, we are often required to provide surety bonds, standby letters of credit or corporate guarantees to our clients that indemnify them should our affiliate fail to perform its obligations under the terms of a contract. As of September 30, 2025 and September 30, 2024, we were contingently liable for $5.6 billion and $5.1 billion, respectively, in issued surety bonds primarily to support project execution and we had outstanding letters of credit totaling $903.8 million and $938.9 million, respectively. A surety may issue a performance or payment bond to guarantee to the client that our affiliate will perform under the terms of a contract. If our affiliate fails to perform under the terms of the contract, then the client may demand that the surety or another corporate affiliate provide the contracted services. In addition, we would typically have obligations to indemnify the surety for any loss incurred in connection with the bond. If a surety bond or a letter of credit is required for a particular project and we are unable to obtain an appropriate surety bond or letter of credit, we may not be able to pursue that project, which in turn could have a material adverse impact on our business, financial condition, results of operations, and cash flows.

We conduct a portion of our operations through joint venture entities, over which we may have limited control.

Approximately 13% of our fiscal 2025 revenue was derived from our operations through joint ventures or similar partnership arrangements, where control may be shared with unaffiliated third parties. As with most joint venture arrangements, differences in views among the joint venture participants may result in delayed decisions or disputes. We also cannot control the actions of our joint venture partners and we typically have joint and several liability with our joint venture partners under the applicable contracts for joint venture projects. These factors could potentially adversely impact the business and operations of a joint venture and, in turn, our business and operations.

Operating through joint ventures in which we are minority holders results in us having limited control over many decisions made with respect to projects and internal controls relating to projects. Sales of our services provided to our unconsolidated joint ventures were approximately 2% of our fiscal 2025 revenue. We generally do not have control of these unconsolidated joint ventures. These joint ventures may not be subject to the same requirements regarding internal controls and internal control over financial reporting that we follow. As a result, internal control problems may arise with respect to these joint ventures, which could have a material adverse effect on our financial condition and results of operations and could also affect our reputation.

We participate in joint ventures where we provide guarantees and may be adversely impacted by the failure of the joint venture or its participants to fulfill their obligations.

We have investments in and commitments to joint ventures with unrelated parties, including in connection with government services, and the investment activities of ACAP. For example, real estate and infrastructure joint ventures are inherently risky and may result in future losses since real estate markets are impacted by economic trends and government policies that we do not control. These joint ventures from time to time may borrow money to help finance their activities and, in some circumstances, we are required to provide guarantees of obligations of our affiliated entities. In addition, in connection with the investment activities of ACAP, we provide guarantees of obligations, including guarantees for completion of projects, payment of interest and carrying costs, repayment of debt, environmental indemnity obligations and other lender required guarantees. When we provide a guarantee, we may be responsible for material costs or performance in completing contractual obligations.

AECOM Capital's real estate development and investment activities are inherently risky and may result in a future loss.

ACAP's real estate business involves managing, sponsoring, investing in and developing commercial real estate projects and joint ventures (Real Estate Joint Ventures) that are inherently risky and may result in future losses based on factors beyond our control, including economic trends, government policies and competition. Our SEC-registered investment adviser jointly manages and sponsors the AECOM-Canyon Equity Fund, L.P. (the "Fund"), in which the Company indirectly holds an equity interest and which also invests in and develops Real Estate Joint Ventures on behalf of its investors. Real Estate Joint Ventures rely on substantial amounts of third party borrowing to finance their development activities and the lenders of such financings typically require AECOM or an affiliate to provide completion guarantees, repayment guarantees, environmental indemnities and other lender required credit support guarantees to secure the Real Estate Joint Ventures financing. Although the Fund and such Real Estate Joint Ventures may have reserves that will be used to share any cost overruns of the Real Estate Joint Ventures, if such reserves are unavailable, then AECOM may be required to make support payments, including to fund non-budgeted cost overruns on behalf of the Fund (but not on behalf of the Fund's co-partner or any unaffiliated limited partners of the Real Estate Joint Ventures). Some of the Fund's limited partners have made additional equity co-investments in certain Real Estate Joint Ventures for which AECOM will provide support payments on behalf of the limited partner co-investor in the event of a cost overrun of the Real Estate Joint Ventures after additional specific reserves have been depleted. During fiscal 2024, the Company completed a transaction pursuant to which members of the AECOM Capital team transitioned to a new third – party platform and will provide investment advisory services relating to the AECOM Capital business pursuant to certain advisory agreements. The failure of the transitioned team to adequately perform these services could negatively impact the Company. The Company has implemented comprehensive policies and procedures to oversee the provisions of these advisory services; however, these changes will impact the Company's ability to supervise the investment team's activities.

Risks Related to Laws and Regulations

Misconduct by our employees, subcontractors, partners or consultants or our failure to comply with laws or regulations applicable to our business could cause us to lose customers or lose our ability to contract with government agencies.

As a government contractor, misconduct, fraud or other improper activities caused by our employees', subcontractors', partners' or consultants' failure to comply with laws or regulations could have a significant negative impact on our business and reputation. Such misconduct could include the failure to comply with procurement regulations, environmental regulations, regulations regarding the protection of sensitive government information, legislation regarding the pricing of labor and other costs in government contracts, regulations on lobbying or similar activities, and anti-corruption, anti-competition, export control and other applicable laws or regulations. Our failure to comply with applicable laws or regulations, misconduct by any of our employees, subcontractors, partners or consultants, or our failure to make timely and accurate certifications to government agencies regarding misconduct or potential misconduct could subject us to fines and penalties, loss of government granted eligibility, cancellation of contracts and suspension or debarment from contracting with government agencies, any of which may adversely affect our business.

We may be subject to substantial liabilities under environmental laws and regulations.

Our services are subject to numerous environmental protection laws and regulations that are complex and stringent. Our business involves in part the planning, design, program management, construction management, and operations and maintenance at various sites, including but not limited to, nuclear facilities, hazardous waste and Superfund sites, hydrocarbon production, distribution and transport sites, and other infrastructure-related facilities. We also regularly

perform work in and around sensitive environmental areas, such as rivers, lakes and wetlands. In addition, we have contracts in support of U.S. federal government entities to decontaminate and decommission nuclear facilities. These activities may require us to manage, handle, remove, treat, transport and dispose of toxic or hazardous substances.

Significant fines, penalties and other sanctions may be imposed for non-compliance with environmental laws and regulations, and some environmental laws provide for joint and several strict liabilities for remediation of releases of hazardous substances, rendering a person liable for environmental damage, without regard to negligence or fault on the part of such person. These laws and regulations may expose us to liability arising out of the conduct of operations or conditions caused by others, or for our acts that were in compliance with all applicable laws at the time these acts were performed. For example, there are a number of governmental laws that strictly regulate the handling, removal, treatment, transportation and disposal of toxic and hazardous substances, such as Comprehensive Environmental Response Compensation and Liability Act of 1980, and comparable state laws, that impose strict, joint and several liabilities for the entire cost of cleanup, without regard to whether a company knew of or caused the release of hazardous substances. In addition, some environmental regulations can impose liability for the entire cleanup upon owners, operators, generators, transporters and other persons arranging for the treatment or disposal of such hazardous substances related to contaminated facilities or project sites. Other federal environmental, health and safety laws affecting us include, but are not limited to, the Resource Conservation and Recovery Act, the National Environmental Policy Act, the Clean Air Act, the Clean Air Mercury Rule, the Occupational Safety and Health Act, the Toxic Substances Control Act and the Superfund Amendments and Reauthorization Act and the Energy Reorganization Act of 1974, as well as other comparable national and state laws. Liabilities related to environmental contamination or human exposure to hazardous substances, or a failure to comply with applicable regulations could result in substantial costs to us, including cleanup costs, fines and civil or criminal sanctions, third-party claims for property damage or personal injury or cessation of remediation activities. Our continuing work in the areas governed by these laws and regulations exposes us to the risk of substantial liability.

Risks Related to Climate Change

Climate change, natural disasters and related environmental issues could have a material adverse impact on us.

Climate-related events, such as an increase in frequency and severity of storms, floods, wildfires, droughts, hurricanes, freezing conditions, and other natural disasters, may have a long-term impact on our business, financial condition and results of operation. While we seek to mitigate our business risks associated with climate events, we recognize that there are inherent climate-related risks regardless of where we conduct our businesses. For example, a catastrophic natural disaster could negatively impact any of our office locations and the locations of our clients. Accordingly, a natural disaster has the potential to disrupt our and our clients' businesses and may cause us to experience work stoppages, project delays, financial losses and additional costs to resume operations, including increased insurance costs or loss of cover, legal liability and reputational losses.

There is an evolving awareness and scrutiny from stakeholders with respect to environmental, social and governance practices, which could affect our business.

Stakeholder expectations with respect to environmental, social and governance matters have been rapidly evolving, including with increased scrutiny from governmental organizations, clients and employees on such matters and related disclosures. We risk damage to our reputation if we do not act responsibly in key areas including diversity and inclusion, environmental stewardship, support for local communities and corporate governance. A failure to adequately meet evolving rules and regulations or stakeholders' expectations, including failing to meet client commitments and targets, or being viewed negatively based on positions we do or do not take or work we do or do not perform, may result in loss of business, and an inability to attract and retain customers and talented personnel, which could have a negative impact on our business, results of operations and financial condition, and potentially on the price of our common stock and cost of capital. In addition, complying or failing to comply with existing or future federal, state, local and foreign legislation and regulations applicable to our environmental, social and governance practices, which may conflict with one another, could cause us to incur additional compliance and operational costs or actions and suffer reputational harm, which could materially and adversely affect our business, financial condition and results of operations.

Risks Related to Acquisitions and Divestitures

We may be unable to successfully execute or effectively integrate acquisitions and divestitures may not occur as planned.

We regularly review our portfolio of businesses and pursue growth through acquisitions and seek to divest non-core businesses. We may not be able to complete transactions on favorable terms, on a timely basis, or at all, and during the integration of any acquisition, we may discover regulatory and compliance issues. In addition, our results of operations and cash flows may be adversely impacted by (i) the failure of acquired businesses to meet or exceed expected returns; (ii) the failure to integrate acquired businesses on schedule and/or to achieve expected synergies; (iii) the inability to dispose of non-core assets and businesses on satisfactory terms and conditions; (iv) diversion of attention and increased burdens on our employees; and (v) the discovery of unanticipated liabilities or other problems in acquired businesses for which we lack contractual protections, insurance or indemnities, or with regard to divested businesses, claims by purchasers to whom we have provided contractual indemnification. Additional difficulties we may encounter as part of the integration process include the following:

- the consequences of a change in tax treatment and the possibility that the full benefits anticipated from the acquisition or disposition will not be realized;
- any delay in the integration or disposition of management teams, strategies, operations, products and services;
- differences in business backgrounds, corporate cultures and management philosophies that may delay successful integration;
- the ability to retain key employees;
- the ability to create and enforce uniform standards, controls, procedures, policies and information systems;
- the challenge of restructuring complex systems, technology, networks and other assets in a seamless manner that minimizes any adverse impact on customers, suppliers, employees and other constituencies;
- potential unknown liabilities and unforeseen increased expenses or delays associated with the acquisition, including costs to integrate beyond current estimates;
- the ability to deduct or claim tax attributes or benefits such as operating losses, business or foreign tax credits; and
- the disruption of, or the loss of momentum in, each company's ongoing businesses or inconsistencies in standards, controls, procedures and policies.

Any of these factors could adversely affect our ability to maintain relationships with customers, suppliers, employees and other constituencies or could reduce our earnings or otherwise adversely affect our business and financial results.

Our plans to divest businesses are subject to various risks and uncertainties and may not be completed in accordance with the expected plans or anticipated time frame, or at all, and will involve significant time and expense, which could disrupt or adversely affect our business.

Divesting businesses involve risks and uncertainties, such as the difficulty separating assets related to such businesses from the businesses we retain, employee distraction, the need to obtain regulatory approvals and other third-party consents, which potentially disrupts customer and vendor relationships, and the fact that we may be subject to additional tax obligations or loss of tax benefits. Because of these challenges, as well as market conditions or other factors, anticipated divestitures may take longer or be costlier or generate fewer benefits than expected and may not be completed at all. If we are unable to complete divestitures or to successfully transition divested businesses, our business and financial results could be negatively impacted. After we dispose of a business, we may retain exposure on financial or performance guarantees and other contractual, employment, pension and severance obligations, and potential liabilities that may arise under law because of the disposition or the subsequent failure of an acquirer. Our results of operations, cash flows, working capital, effective tax rate, and financing requirements may be subject to increased volatility and our ability to fund capital expenditures, investments and service debt may be diminished. In addition, any purchase price adjustments could be unfavorable and other future proceeds owed to us as part of these transactions could be lower than we expect. As a result, performance by the divested businesses or other conditions outside of our control could have a material adverse effect on

our results of operations. In addition, the divestiture of any business could negatively impact our profitability because of losses that may result from such a sale, the loss of sales and operating income, or a decrease in cash flows.

Other Risks

An impairment charge of goodwill could have a material adverse impact on our financial condition and results of operations.

Because we have grown in part through acquisitions, goodwill represents a substantial portion of our assets, and was $3.7 billion as of September 30, 2025. Under generally accepted accounting principles in the United States, we are required to test goodwill carried in our consolidated balance sheets for possible impairment on an annual basis based upon a fair value approach and whenever events occur that indicate impairment could exist. These events or circumstances could include a significant change in the business climate, including a significant sustained decline in a reporting unit's market value, legal factors, operating performance indicators, competition, sale or disposition of a significant portion of our business, a significant sustained decline in our market capitalization and other factors.

In addition, if we experience a decrease in our stock price and market capitalization over a sustained period, we would have to record an impairment charge in the future. The amount of any impairment could be significant and could have a material adverse impact on our financial condition and results of operations for the period in which the charge is taken.

We may be required to contribute additional cash to meet our underfunded benefit obligations associated with pension benefit plans we manage or multiemployer pension plans in which we participate.

We have defined benefit pension plans for employees in the United States, United Kingdom, Canada, Australia, and Ireland. At September 30, 2025, our defined benefit pension plans had an aggregate deficit (the excess of projected benefit obligations over the fair value of plan assets) of approximately $89.4 million. In the future, our pension deficits may increase or decrease depending on changes in the levels of interest rates, pension plan performance and other factors that may require us to make additional cash contributions to our pension plans and recognize further increases in our net pension cost to satisfy our funding requirements. If we are forced or elect to make up all or a portion of the deficit for unfunded benefit plans, our results of operations could be materially and adversely affected.

A multiemployer pension plan is typically established under a collective bargaining agreement with a union to cover the union-represented workers of various unrelated companies. Our collective bargaining agreements with unions require us to contribute to various multiemployer pension plans; however, we do not control or manage these plans. For the year ended September 30, 2025, we contributed $2.7 million to multiemployer pension plans. Under the Employee Retirement Income Security Act, an employer who contributes to a multiemployer pension plan, absent an applicable exemption, may also be liable, upon termination or withdrawal from the plan, for its proportionate share of the multiemployer pension plan's unfunded vested benefit. If we terminate or withdraw from a multiemployer plan, absent an applicable exemption (such as for some plans in the building and construction industry), we could be required to contribute a significant amount of cash to fund the multiemployer plan's unfunded vested benefit, which could materially and adversely affect our financial results; however, since we do not control the multiemployer plans, we are unable to estimate any potential contributions that could be required.

We may experience disproportionately high levels of collection risk and nonpayment if clients in specific geographic areas or industries are adversely affected by factors particular to their geographic area or industry.

Our clients include public and private entities that have been, and may continue to be, negatively impacted by the changing landscape in the global economy. While no one client accounted for over 10% of our revenue for fiscal 2025, we face collection risk as a normal part of our business where we perform services and subsequently bill our clients for such services, or when we make equity investments in majority or minority controlled large-scale client projects and other long-term capital projects before the project completes operational status or completes its project financing. In the event that we have concentrated credit risk from clients in a specific geographic area or industry, continuing negative trends or a worsening in the financial condition of that specific geographic area or industry could make us susceptible to disproportionately high levels of default by those clients. Such defaults could materially adversely impact our revenues, results of operations or accounts receivable.

Our services expose us to significant risks of liability and our insurance policies may not provide adequate coverage.

Our services involve significant risks of professional and other liabilities that may substantially exceed the fees that we derive from such services. In addition, we sometimes contractually assume liability to clients on projects under indemnification or guarantee agreements. We cannot predict the magnitude of potential liabilities from the operation of our business. In addition, in the ordinary course of our business, we frequently make professional judgments and recommendations about environmental and engineering conditions of project sites for our clients. We may be deemed to be responsible for these professional judgments and recommendations if they are later determined to be inaccurate. Any unfavorable legal ruling against us could result in substantial monetary damages or even criminal violations.

Our professional liability policies cover only claims made during the term of the policy. Additionally, our insurance policies may not protect us against potential liability due to various exclusions in the policies and self-insured retention amounts. Partially or completely uninsured claims, if successful and of significant magnitude, could have a material adverse effect on our business.

Unavailability or cancellation of third-party insurance coverage would increase our overall risk exposure as well as disrupt the management of our business operations.

We maintain insurance coverage from third-party insurers as part of our overall risk management strategy and because some of our contracts require us to maintain specific insurance coverage limits. If any of our third-party insurers fail, suddenly cancel our coverage or otherwise are unable to provide us with adequate insurance coverage, then our overall risk exposure and our operational expenses would increase and the management of our business operations would be disrupted. In addition, there can be no assurance that any of our existing insurance coverage will be renewable upon the expiration of the coverage period or that future coverage will be affordable at the required limits.

If we do not have adequate indemnification for our services related to nuclear materials, it could adversely affect our business and financial condition.

We provide services to the nuclear energy industry primarily related to decontamination and decommissioning of nuclear energy plants. Indemnification provisions under the Price-Anderson Act available to nuclear energy plant operators and contractors do not apply to all liabilities that we might incur while performing services as a radioactive materials cleanup contractor for the nuclear energy industry. If the Price-Anderson Act's indemnification protection does not apply to our services or if our exposure occurs outside the U.S., our business and financial condition could be adversely affected either by our client's refusal to retain us, by our inability to obtain commercially adequate insurance and indemnification, or by potentially significant monetary damages we may incur.

Our backlog of uncompleted projects under contract is subject to unexpected adjustments and cancellations and, thus may not accurately reflect future revenue and profits.

At September 30, 2025, backlog was approximately $39.7 billion. We reported transaction price allocated to remaining unsatisfied performance obligations (RUPO) of $19.7 billion, as described in Note 4, Revenue Recognition, in the notes to our consolidated financial statements. The most significant differences between our backlog and RUPO are backlog contains revenue we expect to record in the future where we have been awarded the work, but the contractual agreement has not yet been signed and revenue related to service contracts that extend beyond the termination provisions of those contracts, where guidance for the calculation of RUPO requires us to assume the contract will be terminated at its earliest convenience. Accordingly, RUPO is $20.0 billion lower than backlog. We cannot guarantee that future revenue will be realized from either category of backlog or, if realized, will result in profits. Many projects may remain in our backlog for an extended period of time because of the size or long-term nature of the contract. In addition, from time to time, projects are delayed, scaled back or canceled. These types of backlog reductions adversely affect the revenue and profits that we ultimately receive from contracts reflected in our backlog.

From time to time, we submit claims to clients for work we performed beyond the initial scope of some of our contracts. If these clients do not approve these claims, our results of operations could be adversely impacted.

We typically have pending claims submitted under some of our contracts for payment of work performed beyond the initial contractual requirements for which we have already recorded revenue. In general, we cannot guarantee that such claims will be approved in whole, in part, or at all. Often, these claims can be the subject of lengthy arbitration or litigation proceedings, and it is difficult to accurately predict when these claims will be fully resolved. When these types of events occur and unresolved claims are pending, we have used working capital in projects to cover cost overruns pending the resolution of the relevant claims. If these claims are not approved, our revenue may be reduced in future periods.

In conducting our business, we depend on other contractors, subcontractors and equipment and material providers. If these parties fail to satisfy their obligations to us or other parties or if we are unable to maintain these relationships, our revenue, profitability and growth prospects could be adversely affected.

We depend on contractors, subcontractors and equipment and material providers in conducting our business. There is a risk that we may have disputes with our subcontractors arising from, among other things, the quality and timeliness of work performed by the subcontractor, customer concerns about the subcontractor, or our failure to extend existing task orders or issue new task orders under a subcontract. Also, to the extent that we cannot acquire equipment and materials at reasonable costs, or if the amount we are required to pay exceeds our estimates, our ability to complete a project in a timely fashion or at a profit may be impaired. In addition, if any of our subcontractors fail to deliver on a timely basis the agreed-upon supplies and/or perform the agreed-upon services, our ability to fulfill our obligations as a prime contractor may be jeopardized; we could be held responsible for such failures and/or we may be required to purchase the supplies or services from another source at a higher price. This may reduce the profit to be realized or result in a loss on a project for which the supplies or services are needed.

We also rely on relationships with other contractors when we act as their subcontractor or joint venture partner. Our future revenue and growth prospects could be adversely affected if other contractors eliminate or reduce their subcontracts or joint venture relationships with us, or if a government agency terminates or reduces these other contractors' programs, does not award them new contracts or refuses to pay under a contract. In addition, due to "pay when paid" provisions that are common in subcontracts in many countries, including the U.S., we could experience delays in receiving payment if the prime contractor experiences payment delays.

If clients use our reports or other work product without appropriate disclaimers or in a misleading or incomplete manner, or if our reports or other work product are not in compliance with professional standards and other regulations, our business could be adversely affected.

The reports and other work product we produce for clients sometimes include projections, forecasts and other forward-looking statements. Such information by its nature is subject to numerous risks and uncertainties, any of which could cause the information produced by us to ultimately prove inaccurate. While we include appropriate disclaimers in the reports that we prepare for our clients, once we produce such written work product, we do not always have the ability to control the manner in which our clients use such information. As a result, if our clients reproduce such information to solicit funds from investors for projects without appropriate disclaimers and the information proves to be incorrect, or if our clients reproduce such information for potential investors in a misleading or incomplete manner, our clients or such investors may threaten to or file suit against us for, among other things, securities law violations. If we were found to be liable for any claims related to our client work product, our business could be adversely affected.

In addition, our reports and other work product may need to comply with professional standards, licensing requirements, securities regulations and other laws and rules governing the performance of professional services in the jurisdiction where the services are performed. We could be liable to third parties who use or rely upon our reports and other work product even if we are not contractually bound to those third parties. These events could in turn result in monetary damages and penalties.

Failure to adequately protect, maintain, or enforce our rights in our intellectual property may adversely limit our competitive position.

Our success depends, in part, upon our ability to protect our intellectual property. We rely on a combination of intellectual property policies and other contractual arrangements to protect much of our intellectual property where we do not believe that trademark, patent or copyright protection is appropriate or obtainable. Trade secrets are generally difficult to protect. Although our employees are subject to confidentiality obligations, this protection may be inadequate to deter or prevent misappropriation of our confidential information and/or the infringement of our patents and copyrights. Further, we may be unable to detect unauthorized use of our intellectual property or otherwise take appropriate steps to enforce our rights. Failure to adequately protect, maintain, or enforce our intellectual property rights may adversely limit our competitive position.

Our revenue and growth prospects may be harmed if we or our employees are unable to obtain government granted eligibility or other qualifications we and they need to perform services for our customers.

A number of government programs require contractors to have government granted eligibility, such as security clearance credentials. Depending on the project, eligibility can be difficult and time-consuming to obtain. If we or our employees are unable to obtain or retain the necessary eligibility, we may not be able to win new business, and our existing customers could terminate their contracts with us or decide not to renew them. To the extent we cannot obtain or maintain the required security clearances for our employees working on a particular contract, we may not derive the revenue or profit anticipated from such contract.

Negotiations with labor unions and possible work actions could divert management attention and disrupt operations. In addition, new collective bargaining agreements or amendments to agreements could increase our labor costs and operating expenses.

We regularly negotiate with labor unions and enter into collective bargaining agreements. The outcome of any future negotiations relating to union representation or collective bargaining agreements may not be favorable to us. We may reach agreements in collective bargaining that increase our operating expenses and lower our net income as a result of higher wages or benefit expenses. In addition, negotiations with unions could divert management attention and disrupt operations, which may adversely affect our results of operations. If we are unable to negotiate acceptable collective bargaining agreements, we may have to address the threat of union-initiated work actions, including strikes. Depending on the nature of the threat or the type and duration of any work action, these actions could disrupt our operations and adversely affect our operating results.

Our charter documents contain provisions that may delay, defer or prevent a change of control.

Provisions of our certificate of incorporation and bylaws could make it more difficult for a third party to acquire control of us, even if the change in control would be beneficial to stockholders. These provisions include the following:

- ability of our Board of Directors to authorize the issuance of preferred stock in series without stockholder approval;
- vesting of exclusive authority in our Board of Directors to determine the size of the board and to fill vacancies; and
- advance notice requirements for stockholder proposals and nominations for election to our Board of Directors.

We cannot guarantee the timing, amount or payment of dividends.

Although our Board of Directors has adopted a dividend policy under which we intend to pay a regular quarterly cash dividend, the timing and amount of any subsequently declared dividend (or any special dividend) is subject to the discretion of the Board of Directors and will be based on a variety of factors, including cash flows, earnings and financial borrowing availability and other restrictions under our outstanding indebtedness. We are not required to declare dividends and we are restricted under our outstanding indebtedness and could be restricted under future financing or other arrangements. Our Board of Directors may modify or terminate our dividend policy. Accordingly, we cannot provide any assurances that we will pay quarterly or special dividends or the amount or timing thereof. Any reduction or elimination of our dividend policy or dividend payments could have a negative effect on the price of our common stock.

Changes in tax laws could increase our worldwide tax rate and materially affect our results of operations.

We are subject to tax laws in the U.S. and numerous foreign jurisdictions. The U.S. and many international legislative and regulatory bodies continually propose and enact legislation that could significantly impact how U.S. multinational corporations are taxed.

In the ordinary course of our business, there are many transactions and calculations where the ultimate tax determination is uncertain, and we are regularly subject to audit by tax authorities. Although we believe that our tax estimates and tax positions are reasonable, they could be materially affected by many factors including the final outcome of tax audits and related litigation, the introduction of new tax accounting standards, legislation, regulations and related interpretations.

The Organization for Economic Co-operation and Development (OECD), a global coalition of member countries, has developed a two-pillar framework to reform international taxation. The framework is designed to ensure that multinationals pay a minimum level of tax on their foreign profits through the introduction of a global minimum tax among other provisions. The minimum tax affects our financial statements beginning fiscal 2025 for those operations that are doing business in countries that have enacted the framework. While the current impact is limited, the continued enactment by all OECD countries or by individual countries could result in additional income tax liability, but the timing and ultimate impact on our tax obligations are uncertain.

Due to the large scale of our U.S. and international business activities, many of these proposed changes, if enacted into law, could have an adverse impact on our worldwide effective tax rate, income tax expense and cash flows.

ITEM 1B. UNRESOLVED STAFF COMMENTS

None.

ITEM 1C. CYBERSECURITY

Risk Management and Strategy

We maintain a cybersecurity program designed to assess, identify and manage risks from cybersecurity threats that may result in adverse effects on the confidentiality, integrity and availability of our information systems. Dedicated security and information governance and compliance professionals administer the program with oversight by our senior management team.

We utilize a combination of technology controls, service providers, and processes to actively monitor and protect our network and systems. All employees are required to participate in a number of information security training and awareness programs on an annual basis, which include training on how to identify and report cyber risks and events.

We engage industry cybersecurity experts to evaluate and review our cybersecurity programs. These external reviews include regular audits, threat assessments, vulnerability scans, simulated attacks and other advice regarding information security practices. We regularly conduct incident response exercises with key stakeholders.

To manage risks associated with third-party service providers, we typically perform a cybersecurity assessment on new vendors before they are onboarded as a supplier. We conduct periodic reviews of these vendors to evaluate continued compliance with our policies and standards. We strive to ensure that our contracts with such vendors require them to maintain security controls in line with industry practices, applicable laws and our policies. We rely on vendors to notify us in a timely manner of significant cybersecurity incidents, by virtue of the documents governing their relationship with us or applicable law.

Governance

Our Board of Directors (“Board”) receives regular updates from management and external consultants which may address a broad range of cybersecurity and IT topics, including trends, regulatory developments, data security policies and practices, cybersecurity incidents, and ongoing efforts to further strengthen our security posture. Our Board reviews key metrics related to cybersecurity on a quarterly basis, and is notified of applicable cybersecurity incidents if and when they occur.

The Chief Information Security Officer (“CISO”) heads the cybersecurity program which includes personnel based in several of our global locations. Our CISO brings over 25 years of experience, which includes both consulting and practitioner roles, and maintains the following certifications: Certified Information System Security Professional (CISSP), Certified in Risk and Information Systems Control (CRISC), and Certified Information Security Manager (CISM). Our CISO reports to our Chief Information Officer, up to the Chief Technology Officer, who meets with our Board at least annually to discuss cybersecurity risk and related topics.

Our CISO’s team is responsible for leading enterprise-wide cybersecurity strategy, policy, standards and processes. The CISO receives ongoing updates from his team regarding the prevention, detection, mitigation, and remediation of cybersecurity incidents.

In the event of a cybersecurity incident, we have a plan which sets forth a framework to report such incidents to our cybersecurity incident response team. This framework is designed with the goal of enabling the response team to take actions to monitor, mitigate and remediate such incidents in a timely manner. As part of this incident response plan, we have retainers in place with professional service firms to assist with cybersecurity incidents if needed.

Cybersecurity Risks, Threats and Material Incidents

While we are not aware of any cybersecurity incidents that have materially affected us through the date of this report, there can be no guarantee that we will not be the subject of future material cybersecurity incidents. Additional information on cybersecurity risks that we may face can be found in Item 1A – Risk Factors – of this Form 10-K.

ITEM 2. PROPERTIES

Our corporate offices are located in approximately 9,000 square feet of space at 13355 Noel Road, Dallas, Texas. Our other offices, including smaller administrative or project offices, consist of an aggregate of approximately 5.2 million square feet worldwide. Virtually all of our offices are leased. See Note 11 in the notes to our consolidated financial statements for information regarding our lease obligations. We may add additional facilities from time to time in the future as the need arises.

ITEM 3. LEGAL PROCEEDINGS

As a government contractor, we are subject to various laws and regulations that are more restrictive than those applicable to non-government contractors. Intense government scrutiny of contractors' compliance with those laws and regulations through audits and investigations is inherent in government contracting and, from time to time, we receive inquiries, subpoenas, and similar demands related to our ongoing business with government entities. Violations can result in civil or criminal liability as well as suspension or debarment from eligibility for awards of new government contracts or option renewals.

We are involved in various investigations, claims and lawsuits in the normal conduct of our business. We are not always aware if we or our affiliates are under investigation or the status of such matters. Although the outcome of our legal proceedings cannot be predicted with certainty and no assurances can be provided, in the opinion of our management, based upon current information and discussions with counsel, with the exception of the matters noted in Note 18, Commitments and Contingencies, to the financial statements contained in this report to the extent stated therein, none of the investigations, claims and lawsuits in which we are involved is expected to have a material adverse effect on our consolidated financial position, results of operations, cash flows or our ability to conduct business. See Note 18, Commitments and Contingencies, to the financial statements contained in this report for a discussion of certain matters to which we are a party. The information set forth in such note is incorporated by reference into this Item 3. From time to time, we establish reserves for litigation when we consider it probable that a loss will occur.

ITEM 4. MINE SAFETY DISCLOSURES

None.

PART II

ITEM 5. MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES

Our common stock is listed on the New York Stock Exchange (NYSE) under the symbol "ACM." According to the records of our transfer agent, there were 1,364 stockholders of record as of November 14, 2025.

Unregistered Sales of Equity Securities

None.

Equity Compensation Plans

The following table presents certain information about shares of AECOM common stock that may be issued under our equity compensation plans as of September 30, 2025:

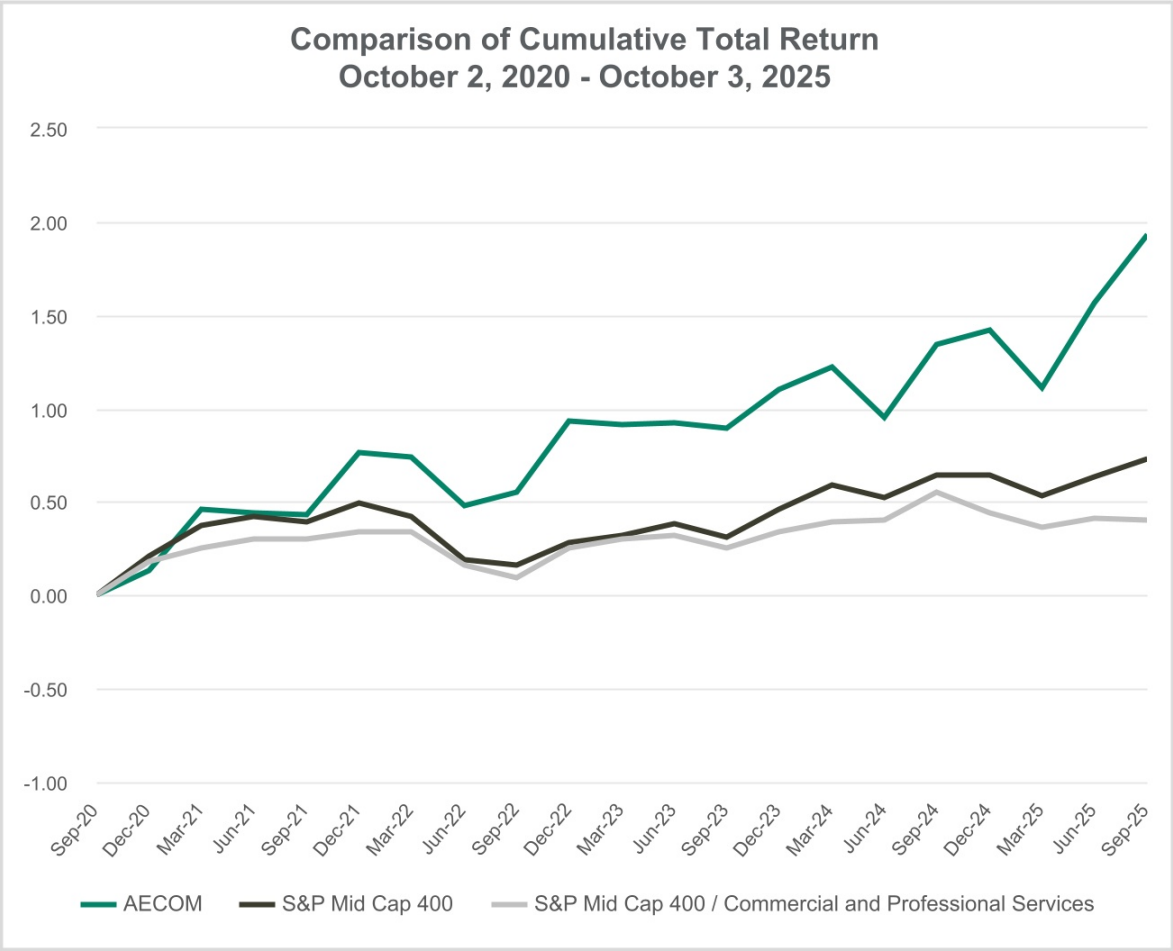
	Column A	Column B	Column C
Plan Category	**Number of securities to be issued upon exercise of outstanding options, warrants, and rights[1]**	**Weighted-average exercise price of Outstanding options, warrants, and rights**	**Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in Column A)**
Equity compensation plans not approved by stockholders	N/A	N/A	N/A
Equity compensation plans approved by stockholders:			
AECOM Stock Incentive Plans	1,357,329 [1]	N/A [2]	11,262,039
AECOM Employee Stock Purchase Plan[3]	N/A	N/A	7,504,394
Total	1,357,329	N/A	18,766,433

(1) Includes 717,898 shares issuable upon the vesting of Restricted Stock Units, and 639,431 shares issuable if specified performance targets are met under Performance Earnings Program Awards (PEP). As of September 30, 2025, there were no options outstanding.
(2) Weighted-average exercise price of outstanding options only.
(3) Amounts only reflected in column (c) and include all shares available for future issuance and subject to outstanding rights.

Performance Measurement Comparison[1]

The following chart compares the cumulative total stockholder return of AECOM stock (ACM) with the cumulative total return of the S&P MidCap 400, and the S&P Mid Cap 400 Commercial & Professional Services Index, from October 2, 2020 to October 3, 2025.

We believe the S&P 400 MidCap is an appropriate independent broad market index, since it measures the performance of similar mid-sized companies in numerous sectors. In addition, we believe the S&P Mid Cap 400 Commercial & Professional Services Index is an appropriate third party published industry index since it measures the performance of professional services companies.



(1) This section is not "soliciting material," is not deemed "filed" with the SEC and is not incorporated by reference in any of our filings under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, whether made before or after the date hereof and irrespective of any general incorporation language in any such filing.

Stock Repurchase Program

The following table shows the repurchase activity for each of the three months ended September 30, 2025:

Fiscal Period	Total Number of Shares Purchased	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Maximum Approximate Dollar Value that May Yet Be Purchased Under the Plans or Programs [1]
July 1 – 31, 2025	—	$ —	—	$ 894,500,000
August 1 – 31, 2025	—	$ —	—	$ 894,500,000
September 1 – 30, 2025	1,970,954	$ 126.91	1,970,954	$ 644,400,000
Total	1,970,954		1,970,954	

(1) On November 15, 2024, the Board approved an increase in the Company's repurchase authorization up to an aggregate amount of $1.0 billion with no expiration date. Stock repurchase can be made through open market purchases or other methods, including pursuant to a Rule 10b5-1 plan.

ITEM 6. RESERVED

ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

This Annual Report on Form 10-K contains forward-looking statements within the meaning of the safe harbor provisions of the Private Securities Litigation Reform Act of 1995 that are not limited to historical facts, but reflect the Company's current beliefs, expectations or intentions regarding future events. These statements include forward-looking statements with respect to the Company, including the Company's business, operations and strategy, and infrastructure consulting industry. Statements that are not historical facts, without limitation, including statements that use terms such as "anticipates," "believes," "expects," "estimates," "intends," "may," "plans," "potential," "projects," and "will" and that relate to our future revenues, expenditures and business trends; future reduction of our self-perform at-risk construction exposure; future accounting estimates; future contractual performance obligations; future conversions of backlog; future capital allocation priorities, including common stock repurchases, future trade receivables, future debt pay downs; future post-retirement expenses; future tax benefits and expenses, and the impact of future tax laws; future compliance with regulations; future legal claims and insurance coverage; future effectiveness of our disclosure and internal controls over financial reporting; future costs savings; and other future economic and industry conditions, are forward-looking statements. In light of the risks and uncertainties inherent in all forward-looking statements, the inclusion of such statements in this Annual Report should not be considered as a representation by us or any other person that our objectives or plans will be achieved. Although management believes that the assumptions underlying the forward-looking statements are reasonable, these assumptions and the forward-looking statements are subject to various factors, risks and uncertainties, many of which are beyond our control, including, but not limited to, our business is cyclical and vulnerable to economic downturns and client spending reductions; government shutdowns; changes in administration or other funding directives and circumstances that cause governmental agencies to modify, curtail or terminate our contracts; government contracts are subject to audits and adjustments of contractual terms; long-term government contracts are subject to uncertainties related to government contract appropriations; losses under fixed-price contracts; limited control over operations run through our joint venture entities; liability for misconduct by our employees or consultants; changes in government laws, regulations and policies, including failure to comply with laws or regulations applicable to our business; maintaining adequate surety and financial capacity; potential high leverage and inability to service our debt and guarantees; our capital allocation strategy, including our ability to continue payment of dividends; exposure to political and economic risks in different countries, including tariffs and trade policies, geopolitical events, and conflicts; inflation, currency exchange rates and interest rate fluctuations; changes in capital markets and stock market volatility; retaining and recruiting key technical and management personnel; legal claims and litigation; inadequate insurance coverage; environmental law compliance and inadequate nuclear indemnification; unexpected adjustments and cancellations related to our backlog; partners and third parties who may fail to satisfy their legal obligations; managing pension costs; AECOM Capital's real estate development; cybersecurity issues, IT outages and data privacy; risks associated with the benefits and costs of the sale of our Management Services and self-perform at-risk civil infrastructure, power construction, and oil and gas construction businesses, including the risk that any purchase adjustments from those transactions could be unfavorable and any future proceeds owed to us as part of the transactions could be lower than we expect; risks associated with our strategic initiatives, including AI investments and potential acquisitions and divestitures, as well as other additional risks and factors discussed in this Annual Report on Form 10-K and any subsequent reports we file with the SEC. Accordingly, actual results could differ materially from those contemplated by any forward-looking statement.

All subsequent written and oral forward-looking statements concerning the Company or other matters attributable to the Company or any person acting on its behalf are expressly qualified in their entirety by the cautionary statements above. You are cautioned not to place undue reliance on these forward-looking statements, which speak only to the date they are made. The Company is under no obligation (and expressly disclaims any such obligation) to update or revise any forward-looking statement that may be made from time to time, whether as a result of new information, future developments or otherwise. Please review "Part I, Item 1A—Risk Factors" in this Annual Report for a discussion of the factors, risks and uncertainties that could affect our future results.

Our fiscal year consists of 52 or 53 weeks, ending on the Friday closest to September 30. For clarity of presentation, we present all periods as if the year ended on September 30. We refer to the fiscal year ended September 30, 2024 as "fiscal 2024" and the fiscal year ended September 30, 2025 as "fiscal 2025."

In this section, we discuss the results of our operations for the year ended September 30, 2025 compared to the year ended September 30, 2024. For a discussion on the year ended September 30, 2024 compared to the year ended September 30, 2023, please refer to Part II, Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations" in our Annual Report on Form 10-K for the year ended September 30, 2024.

Overview

We are a leading global provider of professional infrastructure consulting and advisory services for governments, businesses and organizations throughout the world. We provide advisory, planning, consulting, architectural and engineering design, construction and program management services, and investment and development services to public and private clients worldwide in major end markets such as transportation, facilities, water, environmental, and energy.

Our business focuses primarily on providing fee-based knowledge-based services. We primarily derive income from our ability to generate revenue and collect cash from our clients through the billing of our employees' time spent on client projects and our ability to manage our costs. AECOM Capital primarily derives its income from real estate development sales and management fees.

We report our continuing business through three segments, each of which is described in further detail below: Americas, International, and AECOM Capital (ACAP). Such segments are organized by the differing specialized needs of the respective clients, and how we manage the business. We have aggregated various operating segments into our reportable segments based on their similar characteristics, including similar long-term financial performance, the nature of services provided, internal processes for delivering those services, and types of customers.

- *Americas:* Planning, advisory, consulting, architectural and engineering design, construction management and program management services to public and private clients in the United States, Canada, and Latin America in major end markets such as transportation, water, government, facilities, environmental, and energy.

- *International:* Planning, advisory, consulting, architectural and engineering design services, site supervision and program management to public and private clients in Europe, the Middle East, India, Africa and the Asia-Australia-Pacific regions in major end markets such as transportation, water, government, facilities, environmental, and energy.

- *AECOM Capital (ACAP):* Primarily invests in and develops real estate projects.

Our revenue is dependent on our ability to attract and retain qualified and productive employees, identify business opportunities, allocate our labor resources and capital to profitable and high growth markets, secure new contracts, and renew existing client agreements. Demand for our services may be vulnerable to sudden economic downturns and reductions in government and private industry spending, which may result in clients delaying, curtailing or canceling proposed and existing projects. Moreover, as a professional services company, maintaining the high quality of the work generated by our employees is integral to our revenue generation and profitability. Given the global nature of our business, our revenue is exposed to currency rate fluctuations that could change from period to period and year to year.

Our costs consist primarily of the compensation we pay to our employees, including salaries, fringe benefits, the costs of hiring subcontractors, other project-related expenses and sales, general and administrative costs.

At September 30, 2025, we had approximately $644.4 million remaining of the Board's repurchase authorization. On November 15, 2024, the Board approved an increase in our stock repurchase authorization to $1.0 billion. We intend to deploy future available cash towards dividends and stock repurchases consistent with our returns driven capital allocation policy.

We have exited substantially all of our self-perform at-risk construction businesses. As part of our ongoing plan to improve profitability and maintain a reduced risk profile, we continuously evaluate our geographic exposure.

We completed a transaction that transitioned the AECOM Capital team to a new third-party platform in the third quarter of fiscal 2024. Members of the legacy team continue to support AECOM Capital's investment vehicles pursuant to certain advisory agreements in a manner consistent with their historical responsibilities.

Acquisitions

There were two business acquisition consummated during the year ended September 30, 2025. There was one acquisition consummated during the year ended September 30, 2024 and there was no acquisition consummated during the year ended September 30, 2023.

All of our business acquisitions have been accounted for as business combinations and the results of operations of the acquired companies have been included in our consolidated results since the dates of the acquisitions. Those results of operations were not material to our consolidated results.

Components of Income and Expense

	Year Ended September 30,				
	2025	2024	2023	2022	2021
			(in millions)		
Other Financial Data:					
Revenue	$ 16,140	$ 16,105	$ 14,378	$ 13,148	$ 13,341
Cost of revenue	14,923	15,021	13,433	12,300	12,543
Gross profit	1,217	1,084	945	848	798
Equity in earnings (losses) of joint ventures	27	2	(279)	54	35
General and administrative expenses	(158)	(160)	(154)	(147)	(155)
Restructuring and acquisition costs	(59)	(99)	(188)	(108)	(48)
Income from operations	$ 1,027	$ 827	$ 324	$ 647	$ 630

Revenue

We generate revenue primarily by providing planning, consulting, advisory, architectural and engineering design, construction management and program management services to public and private clients around the world. Our revenue consists of both services provided by our employees and pass-through revenues from subcontractors and other direct costs. We generally recognize revenue over time as performance obligations are satisfied and control over promised goods or services are transferred to our customers. We generally measure progress to completion using an input measure of total costs incurred divided by total costs expected to be incurred.

Cost of Revenue

Cost of revenue reflects the cost of our own personnel (including fringe benefits and overhead expense) and fees from subcontractors and other direct costs associated with revenue.

Equity in Earnings of Joint Ventures

Equity in earnings of joint ventures includes our portion of fees charged by our unconsolidated joint ventures to clients for services performed by us and other joint venture partners along with earnings we receive from our return on investments in unconsolidated joint ventures.

General and Administrative Expenses

General and administrative expenses include corporate expenses, including personnel, occupancy, and administrative expenses.

Restructuring and Acquisition Costs

Restructuring and acquisition costs are comprised of personnel and other costs, real estate costs, and costs associated with business exits and acquisitions primarily related to actions that are expected to deliver continued margin expansion and operating efficiencies.

Geographic Information

For geographic financial information, please refer to Note 4 and Note 19 in the notes to our consolidated financial statements found elsewhere in the Form 10-K.

Critical Accounting Estimates

Our accounting policies, including those described below, often require management to make significant estimates and assumptions using information available at the time the estimates are made. Such estimates and assumptions significantly affect various reported amounts of assets, liabilities, revenue and expenses. If future experience differs significantly from these estimates and assumptions, our results of operations and financial condition could be affected. Our most critical accounting policies and estimates are described below. We have not materially changed our estimation methodology during the period presented.

Revenue Recognition

Our accounting policies establish principles for recognizing revenue upon the transfer of control of promised goods or services to customers. We generally recognize revenues over time as performance obligations are satisfied. We generally measure our progress to completion using an input measure of total costs incurred divided by total costs expected to be incurred. In the course of providing these services, we routinely subcontract for services and incur other direct cost on behalf of our clients. These costs are passed through to clients and, in accordance with accounting rules, are included in our revenue and cost of revenue.

Revenue recognition and profit is dependent upon a number of factors, including the accuracy of a variety of estimates made at the balance sheet date, such as engineering progress, material quantities, the achievement of milestones, penalty provisions, labor productivity and cost estimates. Additionally, we are required to make estimates for the amount of consideration to be received, including bonuses, awards, incentive fees, claims, unpriced change orders, penalties and liquidated damages. Variable consideration is included in the estimate of transaction price only to the extent that a significant reversal would not be probable. We continuously monitor factors that may affect the quality of our estimates, and material changes in estimates are disclosed accordingly.

Claims Recognition

Claims are amounts in excess of the agreed contract price (or amounts not included in the original contract price) that we seek to collect from customers or others for delays, errors in specifications and designs, contract terminations, change orders in dispute or unapproved contracts as to both scope and price or other causes of unanticipated additional costs. Judgment is required to estimate the amount, if any, of revenue to be recognized on claims. We record contract revenue related to claims only if it is probable that the claim will result in additional contract revenue and only to the extent that a significant reversal would not be probable. The amounts recorded, if material, are disclosed in the notes to the financial statements. Costs attributable to claims are treated as costs of contract performance as incurred.

Income Taxes

We provide for income taxes in accordance with principles contained in ASC Topic 740, *Income Taxes*. Under these principles, we recognize the amount of income tax payable or refundable for the current year and deferred tax assets and liabilities for the future tax consequences of events that have been recognized in our financial statements or tax returns.

Deferred tax assets and liabilities are measured using enacted tax rates in effect for the year in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in earnings in the period when the new rate is enacted. Deferred tax assets are evaluated for future realization and reduced by a valuation allowance if it is more likely than not that a portion will not be realized.

We measure and recognize the amount of tax benefit that should be recorded for financial statement purposes for uncertain tax positions taken or expected to be taken in a tax return. With respect to uncertain tax positions, we evaluate the recognized tax benefits for recognition, measurement, derecognition, classification, interest and penalties, interim period accounting and disclosure requirements. Judgment is required in assessing the future tax consequences of events that have been recognized in our financial statements or tax returns.

Valuation Allowance. Deferred income taxes are provided on the liability method whereby deferred tax assets and liabilities are established for the difference between the financial reporting and income tax basis of assets and liabilities, as well as for tax attributes such as operating loss and tax credit carryforwards. Deferred tax assets and liabilities are adjusted for the effects of changes in tax laws and tax rates on the date of enactment of such changes to laws and tax rates.

Deferred tax assets are reduced by a valuation allowance when, in our opinion, it is more likely than not that some portion or all of the deferred tax assets may not be realized. The evaluation of the recoverability of the deferred tax asset

requires the Company to weigh all positive and negative evidence to reach a conclusion that it is more likely than not that all or some portion of the deferred tax assets will not be realized. The weight given to the evidence is commensurate with the extent to which it can be objectively verified. Whether a deferred tax asset may be realized requires considerable judgment by us. In considering the need for a valuation allowance, we consider a number of factors including the nature, frequency, and severity of cumulative financial reporting losses in recent years, the future reversal of existing temporary differences, predictability of future taxable income exclusive of reversing temporary differences of the character necessary to realize the asset, relevant carryforward periods, taxable income in carry-back years if carry-back is permitted under tax law, and prudent and feasible tax planning strategies that would be implemented, if necessary, to protect against the loss of the deferred tax asset that would otherwise expire. Whether a deferred tax asset will ultimately be realized is also dependent on varying factors, including, but not limited to, changes in tax laws and audits by tax jurisdictions in which we operate.

If future changes in judgment regarding the realizability of our deferred tax assets lead us to determine that it is more likely than not that we will not realize all or part of our deferred tax asset in the future, we will record an additional valuation allowance. Conversely, if a valuation allowance exists and we determine that the ultimate realizability of all or part of the net deferred tax asset is more likely than not to be realized, then the amount of the valuation allowance will be reduced. This adjustment will increase or decrease income tax expense in the period of such determination.

Undistributed Non-U.S. Earnings. The results of our operations outside of the United States are consolidated for financial reporting; however, earnings from investments in non-U.S. operations are included in domestic U.S. taxable income only when actually or constructively received. No deferred taxes have been provided on the undistributed gross book-tax basis differences of our non-U.S. operations of approximately $1.1 billion because we have the ability to and intend to permanently reinvest these basis differences overseas. If we were to repatriate these basis differences, additional taxes could be due at that time.

We continually explore initiatives to better align our tax and legal entity structure with the footprint of our non-U.S. operations and we recognize the tax impact of these initiatives, including changes in assessment of its uncertain tax positions, indefinite reinvestment exception assertions and realizability of deferred tax assets, earliest in the period when management believes all necessary internal and external approvals associated with such initiatives have been obtained, or when the initiatives are materially complete.

Accrued Professional Liability Costs

We carry professional liability insurance policies or self-insure for our initial layer of professional liability claims under our professional liability insurance policies and for a deductible for each claim even after exceeding the self-insured retention. We accrue for our portion of the estimated ultimate liability for the estimated potential incurred losses. We establish our estimate of loss for each potential claim in consultation with legal counsel handling the specific matters and based on historic trends taking into account recent events. We also use an outside actuarial firm to assist us in estimating our future claims exposure. It is possible that our estimate of loss may be revised based on the actual or revised estimate of liability of the claims.

Fiscal year ended September 30, 2025 compared to the fiscal year ended September 30, 2024

Consolidated Results

	Fiscal Year Ended		Change	
	September 30, 2025	September 30, 2024	$	%
	($ in millions)			
Revenue	$ 16,139.6	$ 16,105.5	$ 34.1	0.2 %
Cost of revenue	14,922.9	15,021.2	(98.3)	(0.7)
Gross profit	1,216.7	1,084.3	132.4	12.2
Equity in earnings of joint ventures	27.0	2.1	24.9	1,185.7
General and administrative expenses	(157.8)	(160.1)	2.3	(1.4)
Restructuring and acquisition costs	(59.4)	(98.9)	39.5	(39.9)
Income from operations	1,026.5	827.4	199.1	24.1
Other income	10.5	17.6	(7.1)	(40.3)
Interest income	62.9	58.6	4.3	7.3
Interest expense	(184.3)	(185.4)	1.1	(0.6)
Income from continuing operations before taxes	915.6	718.2	197.4	27.5
Income tax expense from continuing operations	204.0	153.0	51.0	33.3
Net income from continuing operations	711.6	565.2	146.4	25.9
Net loss from discontinued operations	(75.4)	(105.0)	29.6	(28.2)
Net income	636.2	460.2	176.0	38.2
Net income attributable to noncontrolling interests from continuing operations	(73.3)	(59.3)	(14.0)	23.6
Net (loss) income attributable to noncontrolling interests from discontinued operations	(1.1)	1.4	(2.5)	(178.6)
Net income attributable to noncontrolling interests	(74.4)	(57.9)	(16.5)	28.5
Net income attributable to AECOM from continuing operations	638.3	505.9	132.4	26.2
Net loss attributable to AECOM from discontinued operations	(76.5)	(103.6)	27.1	(26.2)
Net income attributable to AECOM	$ 561.8	$ 402.3	$ 159.5	39.6 %

The following table presents the percentage relationship of statement of operations items to revenue:

	Fiscal Year Ended	
	September 30, 2025	September 30, 2024
Revenue	100.0 %	100.0 %
Cost of revenue	92.5	93.3
Gross profit	7.5	6.7
Equity in earnings of joint ventures	0.2	0.0
General and administrative expenses	(0.9)	(1.0)
Restructuring and acquisition costs	(0.4)	(0.6)
Income from operations	6.4	5.1
Other income	0.1	0.1
Interest income	0.4	0.4
Interest expense	(1.2)	(1.1)
Income from continuing operations before taxes	5.7	4.5
Income tax expense from continuing operations	1.3	1.0
Net income from continuing operations	4.4	3.5
Net loss from discontinued operations	(0.5)	(0.6)
Net income	3.9	2.9
Net income attributable to noncontrolling interests from continuing operations	(0.5)	(0.4)
Net (loss) income attributable to noncontrolling interests from discontinued operations	0.0	0.0
Net income attributable to noncontrolling interests	(0.5)	(0.4)
Net income attributable to AECOM from continuing operations	3.9	3.1
Net loss attributable to AECOM from discontinued operations	(0.5)	(0.6)
Net income attributable to AECOM	3.4 %	2.5 %

Revenue

Our revenue for the year ended September 30, 2025 increased $34.1 million, or 0.2%, to $16,139.6 million as compared to $16,105.5 million for the corresponding period last year.

The portion of revenue excluding pass-through revenues attributable to subcontractors increased for the year ended September 30, 2025. Underlying revenue excluding pass-through revenues increased across most of our end markets as a result of increased investment by large, publicly financed, global infrastructure programs including the Infrastructure Investment and Jobs Act in the U.S. and similar large programs in our largest end markets globally. Our Water end market has been benefiting from increased investment to address drought, flooding, emerging containment remediation, water storage, and clean and safe drinking water. Our Transportation end market has been benefitting from incremental investments across the globe to modernize transportation infrastructure and address growth and urbanization trends, while our Environment end market has been benefiting from infrastructure that requires permitting and compliance, and remediation as well as investments in energy. Our Facilities end market has been benefiting from positive public sector investment, trends in asset maintenance and repositioning as well as demand for modern, efficient facilities. The quantification of the impact of these trends by end market is noted within our Americas and International reportable segments discussion below, where applicable, and represents substantially all of our revenue change.

In the course of providing our services, we routinely subcontract for services and incur other direct costs on behalf of our clients. These costs are passed through to clients and, in accordance with industry practice and GAAP, are included in our revenue and cost of revenue. Because these pass-through revenues can change significantly from project to project and period to period, changes in revenue may not be indicative of business trends. Pass-through revenues for the years ended September 30, 2025 and 2024 were $8.6 billion and $8.9 billion, respectively. Pass-through revenue as a percentage of total revenue was 53% and 56% during the year ended September 30, 2025 and 2024, respectively.

Cost of Revenue

Our cost of revenue decreased to $14,922.9 million for the year ended September 30, 2025 compared to $15,021.2 million for the corresponding period last year, a decrease of $98.3 million, or 0.7%.

Substantially all of the change in our cost of revenue for the year ended September 30, 2025 occurred in our Americas and International reportable segments, which is discussed in more detail below.

Gross Profit

Our gross profit for the year ended September 30, 2025 increased $132.4 million, or 12.2%, to $1,216.7 million as compared to $1,084.3 million for the corresponding period last year. For the year ended September 30, 2025, gross profit, as a percentage of revenue, increased to 7.5% from 6.7% in the year ended September 30, 2024.

Gross profit changes were due to the reasons noted in Americas and International reportable segments below.

Equity in Earnings of Joint Ventures

Our equity in earnings of joint ventures for the year ended September 30, 2025 was $27.0 million as compared to $2.1 million in the corresponding period last year.

The increase in equity in earnings of joint ventures for the year ended September 30, 2025 compared to the same period in the prior year was primarily due to impairment losses recorded by our AECOM Capital segment in fiscal 2024 that did not repeat in fiscal 2025.

General and Administrative Expenses

Our general and administrative expenses for the year ended September 30, 2025 decreased $2.3 million, or 1.4%, to $157.8 million as compared to $160.1 million for the corresponding period last year. For the year ended September 30, 2025, general and administrative expenses as a percentage of revenue decreased to 0.9% from 1.0% for the corresponding period last year.

The decrease in general and administrative expenses for the year ended September 30, 2025 was primarily due to ongoing efforts to drive efficiencies and streamline operations.

Restructuring and Acquisition Costs

Restructuring and acquisition costs are comprised of personnel costs, real estate costs, and costs associated with business acquisitions and exits. During the fiscal year ended September 30, 2025, we incurred total restructuring expenses of $59.4 million primarily related to actions taken for acquisitions and optimizing our organization structure. During fiscal year ended September 30, 2024, we incurred total restructuring expenses of $98.9 million primarily related to costs incurred to continue to align our real estate portfolio with our employee flexibility initiatives, continue our exit of certain countries in Southeast Asia, drive support function efficiency, and reduce our risk profile.

Other Income

Our other income for the year ended September 30, 2025 decreased to $10.5 million from $17.6 million for the corresponding period last year.

The decrease in other income for the year ended September 30, 2025 was primarily due to the decrease in fair value of our investments measured at fair value.

Interest Income

Our interest income for the year ended September 30, 2025 increased to $62.9 million from $58.6 million for the corresponding period last year.

The increase in interest income for the year ended September 30, 2025 was primarily due to an increase in our interest-bearing assets.

Interest Expense

Our interest expense for the year ended September 30, 2025 was $184.3 million as compared to $185.4 million for the corresponding period last year.

The decrease in interest expense for the year ended September 30, 2025 was primarily due to additional financing charges recorded in fiscal 2024 related to the New Credit Facilities, defined below, that did not repeat in the current fiscal year.

Income Tax Expense

Our income tax expense for the year ended September 30, 2025 was $204.0 million compared to $152.9 million for the year ended September 30, 2024. The increase in tax expense for the current period compared to the corresponding period last year was due primarily to the tax impact of an increase in pre-tax income of $197.4 million, an increase in tax expense of $28.1 million related to changes in uncertain tax positions, an increase in tax expense of $24.6 million related to state income taxes, a reduction in tax expense of $20.2 million related to the sale of ACAP investments in fiscal 2024, and a tax benefit of $20.1 million related to deferred tax assets recognized due to legal entity restructuring implemented in fiscal 2025.

During fiscal 2025, we recorded a reserve of $47.0 million related to uncertain tax positions associated with federal and state tax credits claimed for years subject to examination by the tax authorities. The reserve reflects our assessment that it is more likely than not that a portion of the credits may not be sustained under examination based on recent discussions and developments related to our ongoing audits.

During fiscal 2025, we recognized deferred tax assets of $20.1 million related to legal entity restructuring. The restructuring resulted in the recognition of deferred tax assets related to tax attributes that are expected to be utilized against future taxable income.

During fiscal 2024, we recorded an increase in tax benefit of $38.4 million related to state income taxes due to apportionment factor changes for fiscal years 2016 through 2023. This benefit was partially offset by an increase in tax expense of $23.0 million related to uncertain tax positions.

During fiscal 2024, we sold certain ACAP investments and recorded a reduction in valuation allowances of $21.0 million and a reduction in deferred tax assets of $20.2 million. In addition, we recorded a valuation allowance of $9.3 million related to the remaining ACAP investments.

During fiscal 2024, we approved a tax planning strategy and restructured certain operations in Canada which resulted in a release of a valuation allowance related to net operating losses and other deferred tax assets of $11.7 million.

During fiscal 2024, we settled the tax audit in Hong Kong for fiscal year 2011 through fiscal year 2021 and recorded a tax benefit of $6.9 million due primarily to changes in uncertain tax positions.

During fiscal 2023, valuation allowances in the amount of $21.0 million related to the ACAP impairment charge were established for the portion of the charge that is not expected to be realized.

The OECD has introduced the Base Erosion and Profit Shifting (BEPS) 2.0 framework which includes Pillar 2. Pillar 2 introduces a 15% global minimum tax for large multinational enterprises in each of the jurisdictions that they operate. Many countries have enacted the Pillar 2 global minimum tax regime including some countries where we operate. The implementation of Pillar 2 does not have a material impact on our consolidated financial statements for fiscal 2025. The company is actively monitoring developments related to Pillar 2 and will continue to assess the impact.

On July 4, 2025, the U.S. government enacted the One Big Beautiful Bill Act which permanently extends many provisions of the Tax Cuts and Jobs Act of 2017 and introduces new tax provisions relevant for multinational businesses. Most of the new provisions take effect starting in fiscal 2026. Based on our assessment, we do not expect the legislation to have a material impact on our consolidated financial statements.

We are currently under tax audit in several jurisdictions including the U.S. where our federal income tax returns for fiscal 2017 through 2020 are being examined by the IRS. Disputes can arise with tax authorities involving issues related

to the timing of deductions, the calculation and use of credits, and the taxation of income in various tax jurisdictions because of differing interpretations or application of tax laws, regulations, and relevant facts. The IRS is currently auditing certain tax credits and the methodology for calculating the credits. We will continue to monitor developments related to the examination and will adjust the reserve as necessary based on changes in facts and circumstances, including the resolution of the audit.

We regularly integrate and consolidate our business operations and legal entity structure, and such internal initiatives could impact the assessment of uncertain tax positions, indefinite reinvestment assertions and the realizability of deferred tax assets.

Net Loss From Discontinued Operations

During the first quarter of fiscal 2020, management approved a plan to dispose of via sale our self-perform at-risk construction businesses. As a result of these strategic actions, the self-perform at-risk construction businesses were classified as discontinued operations.

Net loss from discontinued operations was $75.4 million for the year ended September 30, 2025 compared to $105.0 million for the year ended September 30, 2024, a decrease of $29.6 million.

The decrease in net loss from discontinued operations for the year ended September 30, 2025 was primarily due to the settlement of contingent consideration related to the sale of our civil infrastructure construction business in fiscal 2024 that did not recur in fiscal 2025 partially offset by a revision to estimated recoveries on a refinery turnaround project resulting from unfavorable court orders that occurred in fiscal 2025.

Net Income Attributable to AECOM

The factors described above resulted in the net income attributable to AECOM of $561.8 million for the year ended September 30, 2025, as compared to the net income attributable to AECOM of $402.3 million for the year ended September 30, 2024.

Results of Operations by Reportable Segment

Americas

	Fiscal Year Ended		Change	
	September 30, 2025	September 30, 2024	$	%
	(in millions)			
Revenue	$ 12,525.9	$ 12,485.7	$ 40.2	0.3 %
Cost of revenue	11,643.8	11,726.6	(82.8)	(0.7)
Gross profit	$ 882.1	$ 759.1	$ 123.0	16.2 %

The following table presents the percentage relationship of statement of operations items to revenue:

	Fiscal Year Ended	
	September 30, 2025	September 30, 2024
Revenue	100.0 %	100.0 %
Cost of revenue	93.0	93.9
Gross profit	7.0 %	6.1 %

Revenue

Revenue for our Americas segment for the year ended September 30, 2025 increased $40.2 million, or 0.3%, to $12,525.9 million as compared to $12,485.7 million for the corresponding period last year.

Pass-through revenues on contracts for which we subcontract work on behalf of our clients decreased $307.4 million for the year ended September 30, 2025 compared to the corresponding period last year. Revenue from increased project activity in the Americas included growth in our Transportation end market of $261.1 million, or 11.7%, and our Water and Environment end markets of $127.4 million, or 6.0%, offset by a decrease in our Facilities end market of $344.7 million, or 4.3%, compared to the corresponding period last year.

Cost of Revenue

Cost of revenue for our Americas segment for the year ended September 30, 2025 decreased by $82.8 million, or 0.7%, to $11,643.8 million compared to $11,726.6 million for the corresponding period last year.

The decrease in cost of revenue for the year ended September 30, 2025 was primarily due to the decreases in subcontractor and other direct costs offset by increased project activity.

Gross Profit

Gross profit for our Americas segment for the year ended September 30, 2025 increased $123.0 million, or 16.2%, to $882.1 million as compared to $759.1 million for the corresponding period last year. As a percentage of revenue, gross profit increased to 7.0% of revenue for the year ended September 30, 2025 from 6.1% in the corresponding period last year.

The increase in gross profit for the year ended September 30, 2025 was primarily due to the benefit from restructuring actions taken last year, growth in enterprise capability centers, ongoing continuous improvement initiatives, and growth in higher margin advisory services.

International

	Fiscal Year Ended			
	September 30, 2025	September 30, 2024	Change	
			$	%
	(in millions)			
Revenue	$ 3,613.2	$ 3,618.4	$ (5.2)	(0.1)%
Cost of revenue	3,279.1	3,294.6	(15.5)	(0.5)
Gross profit	$ 334.1	$ 323.8	$ 10.3	3.2 %

The following table presents the percentage relationship of statement of operations items to revenue:

	Fiscal Year Ended	
	September 30, 2025	September 30, 2024
Revenue	100.0 %	100.0 %
Cost of revenue	90.8	91.1
Gross profit	9.2 %	8.9 %

Revenue

Revenue for our International segment for the year ended September 30, 2025 decreased $5.2 million, or 0.1%, to $3,613.2 million as compared to $3,618.4 million for the corresponding period last year.

Revenue for the year ended September 30, 2025 decreased primarily due to a $66.3 million decrease in pass-through revenues on contracts for which we subcontract work on behalf of our client compared to the corresponding period in the prior year. The decrease in revenue was primarily attributable to a $67.9 million, or 5.2%, decrease in our Transportation end market, partially offset by growth in our Water and Environment end market of $40.2 million, or 5.2%, and in our Transportation end market of $18.8 million, or 1.3%, compared to the corresponding period last year, which have benefited from the end market trends discussed in the consolidated revenue section above.

Cost of Revenue

Cost of revenue for our International segment for the year ended September 30, 2025 decreased $15.5 million, or 0.5%, to $3,279.1 million as compared to $3,294.6 million for the corresponding period last year.

The decrease in cost of revenue for the year ended September 30, 2025 was primarily due to a decrease compared to the corresponding period in the prior year of subcontractor and other direct costs of $66.3 million, partially offset by increased project activity.

Gross Profit

Gross profit for our International segment for the year ended September 30, 2025 increased $10.3 million, or 3.2%, to $334.1 million as compared to $323.8 million for the corresponding period last year. As a percentage of revenue, gross profit increased to 9.2% of revenue for the year ended September 30, 2025 from 8.9% in the corresponding period last year.

The increase in gross profit and gross profit as a percentage of revenue for the year ended September 30, 2025 were primarily due to benefits from restructuring actions taken last year, ongoing exits from lower margin countries, growth in the enterprise capability centers, and continuous improvement initiatives.

AECOM Capital

	Fiscal Year Ended			
	September 30, 2025	September 30, 2024	Change	
			$	%
	(in millions)			
Revenue	$ 0.5	$ 1.4	$ (0.9)	(64.3)%
Equity in losses of joint ventures	$ (0.5)	$ (26.9)	$ 26.4	(98.1)%
General and administrative expenses	$ (9.0)	$ (15.0)	$ 6.0	(40.0)%

Equity in losses of joint ventures for the year ended September 30, 2025 was $0.5 million compared to a loss of $26.9 million for the corresponding period last year. The change in equity in losses of joint ventures for the year ended September 30, 2025 was primarily due to impairment losses of $35.9 million recognized in the fiscal 2024 that did not repeat in fiscal 2025.

The decrease of $6.0 million in general and administrative expenses for the year ended September 30, 2025 compared to the corresponding period last year was due to nonrecurring expenses related to the evaluation of strategic options and the transition of the AECOM Capital business to a third-party platform that occurred in fiscal year 2024 but did not repeat in fiscal year 2025.

Liquidity and Capital Resources

Cash Flows

Our principal sources of liquidity are cash flows from operations, borrowings under our credit facilities, and access to financial markets. Our principal uses of cash are operating expenses, capital expenditures, working capital requirements, acquisitions, repurchases of common stock, dividend payments, and refinancing or repayment of debt. We believe our anticipated sources of liquidity including operating cash flows, existing cash and cash equivalents, borrowing capacity under our revolving credit facility and our ability to issue debt or equity, if required, will be sufficient to meet our projected cash requirements for at least the next twelve months. We expect to spend approximately $45 million for restructuring in fiscal 2026 associated with restructuring actions taken in prior periods that are expected to deliver continued margin improvement and efficiencies.

Generally, we do not provide for U.S. taxes or foreign withholding taxes on gross book-tax basis differences in our non-U.S. subsidiaries because such basis differences are able to and intended to be reinvested indefinitely. At September 30, 2025, we have determined that we will continue to indefinitely reinvest the earnings of some foreign subsidiaries and, therefore, we will continue to account for these undistributed earnings based on our existing accounting

under ASC 740 and not accrue additional tax. Determination of the amount of any unrecognized deferred income tax liability on this temporary difference is not practicable because of the complexities of the hypothetical calculation. Based on the available sources of cash flows discussed above, we anticipate we will continue to have the ability to permanently reinvest these remaining amounts.

At September 30, 2025, cash and cash equivalents were $1,585.7 million, an increase of $0.9 million, or 0.1%, from $1,584.9 million at September 30, 2024, which included cash and cash equivalents included in current assets held for sale in fiscal year 2024.

Net cash provided by operating activities was $821.6 million for the year ended September 30, 2025 as compared to $827.5 million for the year ended September 30, 2024. The change was primarily attributable to an increase in net income of approximately $176.0 million and cash provided by changes in working capital of $8.3 million, offset by a decrease in adjustments for non-cash items of approximately $190.1 million. The sale of trade receivables to financial institutions included in operating cash flows decreased $38.0 million during the year ended September 30, 2025 compared to the year ended September 30, 2024. We expect to continue to sell trade receivables in the future as long as the terms continue to remain favorable to us.

Net cash used in investing activities was $413.2 million for the year ended September 30, 2025, as compared to $210.6 million for the year ended September 30, 2024. The change was primarily attributable to cash payments for business acquisitions, net of cash acquired, of $212.5 million in fiscal year 2025 compared to $18.7 million in fiscal year 2024.

Net cash used in financing activities was $403.7 million for the year ended September 30, 2025, as compared to $295.5 million for the year ended September 30, 2024. The change from the prior year was primarily attributable to $320.1 million in net cash proceeds pursuant to Amendment No. 14 of the Credit Agreement that occurred in the third quarter of fiscal 2024, partially offset by the $191.3 million of net additional borrowings in fiscal year 2025 from the issuance of the 2033 Senior Notes and the redemption of the 2027 Senior Notes. Total borrowings under our Credit Agreement may vary during the period as we regularly draw and repay amounts to fund working capital.

Working Capital

Working capital, or current assets less current liabilities, decreased $119.7 million, or 17.6%, to $801.4 million at September 30, 2025 from $681.7 million at September 30, 2024. Net accounts receivable and contract assets, net of contract liabilities, decreased to $3,194.4 million at September 30, 2025 from $3,301.4 million at September 30, 2024.

Days Sales Outstanding (DSO), which includes net accounts receivable and contract assets, net of contract liabilities, was 74 days at September 30, 2025 compared to 70 days at September 30, 2024.

In Note 4, Revenue Recognition, in the notes to our consolidated financial statements, a comparative analysis of the various components of accounts receivable is provided. Except for claims, substantially all contract assets are expected to be billed and collected within twelve months.

Contract assets related to claims are recorded only if it is probable that the claim will result in additional contract revenue and if the amount can be reliably estimated. In such cases, revenue is recorded only to the extent that contract costs relating to the claim have been incurred. Award fees in contract assets are accrued only when there is sufficient information to assess contract performance. On contracts that represent higher than normal risk or technical difficulty, award fees are generally deferred until an award fee letter is received.

Because our revenue depends to a great extent on billable labor hours, most of our charges are invoiced following the end of the month in which the hours were worked, the majority usually within 15 days. Other direct costs are normally billed along with labor hours. However, as opposed to salary costs, which are generally paid on either a bi-weekly or monthly basis, other direct costs are generally not paid until payment is received (in some cases in the form of advances) from the customers.

Debt

Debt consisted of the following:

	September 30, 2025	September 30, 2024
	(in millions)	
Credit Agreement	$ 1,439.9	$ 1,446.6
2027 Senior Notes	—	997.3
2033 Senior Notes	1,200.0	—
Other debt	103.8	95.9
Total debt	2,743.7	2,539.8
Less: Current portion of debt and short-term borrowings	(66.3)	(66.9)
Less: Unamortized debt issuance costs	(30.2)	(22.6)
Long-term debt	$ 2,647.2	$ 2,450.3

The following table presents, in millions, scheduled maturities of our debt as of September 30, 2025:

Fiscal Year	
2026	$ 66.3
2027	31.2
2028	22.1
2029	761.3
2030	6.8
Thereafter	1,856.0
Total	$ 2,743.7

Credit Agreement

On April 19, 2024, we entered into Amendment No. 14 to Syndicated Facility Agreement (as amended, modified or otherwise supplemented, the "Credit Agreement"), pursuant to which we obtained a new $1,500,000,000 revolving credit facility (the "New Revolving Credit Facility"), a new $750,000,000 term loan A facility (the "New Term A Facility" and, together with the New Revolving Credit Facility, the "New Pro Rata Facilities") and a new $700,000,000 term loan B facility (the "New Term B Facility" and, together with the New Pro Rata Facilities, the "New Credit Facilities"). The New Revolving Credit Facility and the New Term A Facility mature on April 19, 2029. The New Term B Facility matures on April 19, 2031. The New Term A Facility and the New Term B Facility were borrowed in full on April 19, 2024 in U.S. dollars. Loans under the New Revolving Credit Facility may be borrowed, and letters of credit thereunder may be issued, in U.S. dollars or in certain foreign currencies. The New Credit Facilities replace in full our then-existing revolving credit facility, term loan A facility and term loan B facility, and borrowings under the New Credit Facilities were used to refinance in full our existing credit facilities and for general corporate purposes. The Credit Agreement permits us to designate certain of our subsidiaries as additional co-borrowers from time to time. Currently, there are no co-borrowers under the New Credit Facilities. On October 29, 2024, we entered into Amendment No. 15 to Syndicated Facility Agreement, pursuant to which we reduced the interest rate spread applicable to our New Term B Facility.

Borrowings under (a) the New Revolving Credit Facility (in U.S. dollars) and the New Term A Facility bear interest at a rate per annum equal to, at our option, (i) a Term SOFR rate (with a 0% floor and SOFR adjustment of 0.10%) or (ii) a base rate (with a 0% floor), in each case, as of September 30, 2025 plus an applicable margin of 1.225% in the case of the Term SOFR rate and 0.225% in the case of the base rate, and (b) the New Revolving Credit Facility in currencies other than U.S. dollars bear interest at a rate per annum equal to the applicable reference rate for such currency (including any related adjustments), plus an applicable margin of 1.225%. The applicable margin is subject, in each case, to adjustment based on the Company's consolidated leverage ratio from time to time.

Borrowings under the New Term B Facility, after giving effect to Amendment No. 15 to Syndicated Facility Agreement, bear interest at a rate per annum equal to, at our option, (a) a Term SOFR rate (with a 0% floor and a SOFR adjustment of 0%) or (b) a base rate (with a 0% floor), in each case, plus an applicable margin of 1.75% in the case of the Term SOFR rate and 0.75% in the case of the base rate.

Certain of our material subsidiaries (the "Guarantors") have guaranteed our obligations of the borrowers under the Credit Agreement, subject to certain exceptions. The borrowers' obligations under the Credit Agreement are secured by a lien on substantially all of our assets and the Guarantors' assets, subject to certain exceptions.

The Credit Agreement contains customary negative covenants that include, among other things, limitations on our ability and certain of our subsidiaries, subject to certain exceptions, to incur liens and debt, make investments, dispositions, and restricted payments, change the nature of our business, consummate mergers, consolidations and the sale of all or substantially all of our respective assets and transact with affiliates. We are also required to maintain a consolidated leverage ratio of less than or equal to 4.00 to 1.00 (subject to certain adjustments in connection with permitted acquisitions), tested on a quarterly basis (the "Financial Covenant"). The Financial Covenant does not apply to the New Term B Facility. As of September 30, 2025, we were in compliance with the covenants of the Credit Agreement.

The Credit Agreement contains customary affirmative covenants, including, among other things, compliance with applicable law, preservation of existence, maintenance of properties and of insurance, and keeping proper books and records. The Credit Agreement contains customary events of default, including, among other things, nonpayment of principal, interest or fees, cross-defaults to other debt, inaccuracies of representations and warranties, failure to perform covenants, events of bankruptcy and insolvency, change of control and unsatisfied judgments, subject in certain cases to notice and cure periods and other exceptions.

At September 30, 2025 and September 30, 2024, letters of credit totaled $4.4 million and $4.4 million, respectively, under our New Revolving Credit Facility. As of September 30, 2025 and September 30, 2024, we had $1,495.6 million and $1,495.6 million, respectively, available under our New Revolving Credit Facility.

2027 Senior Notes

On February 21, 2017, we completed a private placement offering of $1,000,000,000 aggregate principal amount of our unsecured 5.125% Senior Notes due 2027 (the "2027 Senior Notes"). On June 30, 2017, we completed an exchange offer to exchange the unregistered 2027 Senior Notes for registered notes, as well as related guarantees. In July 2025, we used a portion of the proceeds of the 2033 Senior Notes (defined below) to purchase $732,914,000 in principal amount of the 2027 Senior Notes that were validly tendered and not validly withdrawn at or prior to the expiration date of our tender offer for the 2027 Senior Notes. In August 2025, we redeemed the remaining 2027 Senior Notes with a portion of the proceeds of the 2033 Senior Notes. The purchase and redemption included an aggregate make-whole payment of $9.1 million.

2033 Senior Notes

On July 22, 2025, we completed an offering of $1,200,000,000 aggregate principal amount of our 6.000% Senior Notes due 2033 (the "2033 Senior Notes"). As of September 30, 2025, the estimated fair value of the 2033 Senior Notes was approximately $1,227.0 million. The fair value of the 2033 Senior Notes as of September 30, 2025 was derived by taking the mid-point of the trading prices from an observable market input (Level 2) in the secondary bond market and multiplying it by the outstanding balance of the 2033 Senior Notes.

Interest will be payable on the 2033 Senior Notes at a rate of 6.000% per annum. Interest on the 2033 Senior Notes will be payable semi-annually in arrears on February 1 and August 1 of each year, commencing on February 1, 2026. The 2033 Senior Notes will mature on August 1, 2033.

Prior to August 1, 2028, we may redeem all or part of the 2033 Senior Notes at a redemption price equal to 100% of the principal amount to be redeemed, plus a "make whole" premium as of the redemption date, and accrued and unpaid interest to, but excluding, the redemption date. In addition, prior to August 1, 2028, we may redeem up to 40% of the aggregate principal amount of the 2033 Senior Notes with proceeds from certain equity offerings at a redemption price equal to 106% of the principal amount to be redeemed, plus accrued and unpaid interest to, but excluding, the redemption date. Furthermore, at any time on or after August 1, 2028, we may redeem on one or more occasions all or part of the 2033 Senior Notes at the redemption prices set forth below, plus accrued and unpaid interest thereon to, but excluding, the redemption date, if redeemed during the 12-month period beginning on August 1 of each of the years indicated below:

	Percentage
2028	103.000%
2029	101.500%
2030 and thereafter	100.000%

The indenture pursuant to which the 2033 Senior Notes were issued contains customary events of default, including, among other things, payment default, failure to provide certain notices thereunder and certain provisions related to bankruptcy events. The indenture also contains customary negative covenants.`

Other Debt and Other Items

Other debt consists primarily of obligations under capital leases and loans and unsecured credit facilities. The unsecured credit facilities are primarily used for standby letters of credit issued in connection with general and professional liability insurance programs and for contract performance guarantees. At September 30, 2025 and September 30, 2024, these outstanding standby letters of credit totaled $899.4 million and $934.5 million. As of September 30, 2025, we had $367.4 million available under these unsecured credit facilities.

Effective Interest Rate

Our average effective interest rate on our total debt, including the effects of the interest rate swap and interest rate cap agreements, during the years ended September 30, 2025, 2024 and 2023 was 5.1%, 5.6% and 5.3%, respectively.

Interest expense in the consolidated statements of operations included amortization of deferred debt issuance costs for the years ended September 30, 2025, 2024 and 2023 of $7.4 million, $7.6 million and $4.9 million, respectively.

Other Commitments

We enter into various joint venture arrangements to provide architectural, engineering, program management, construction management and operations and maintenance services. The ownership percentage of these joint ventures is typically representative of the work to be performed or the amount of risk assumed by each joint venture partner. Some of these joint ventures are considered variable interest entities. We have consolidated all joint ventures for which we have control. For all others, our portion of the earnings is recorded in equity in earnings of joint ventures. See Note 6, Joint Ventures and Variable Interest Entities, in the notes to our consolidated financial statements.

Other than normal property and equipment additions and replacements, expenditures to further the implementation of our various information technology systems, commitments under our incentive compensation programs, amounts we may expend to repurchase stock under our stock repurchase program and acquisitions from time to time and disposition costs, we currently do not have any significant capital expenditures or outlays planned except as described below. However, if we acquire additional businesses in the future or if we embark on other capital-intensive initiatives, additional working capital may be required.

Under our secured revolving credit facility and other facilities discussed in Other Debt and Other Items above, as of September 30, 2025, there was approximately $903.8 million including both continuing and discontinued operations, outstanding under standby letters of credit primarily issued in connection with general and professional liability insurance programs and for contract performance guarantees. For those projects for which we have issued a performance guarantee, if the project subsequently fails to meet guaranteed performance standards, we may either incur significant additional costs or be held responsible for the costs incurred by the client to achieve the required performance standards.

We recognized on our balance sheet the funded status of our pension benefit plans, measured as the difference between the fair value of plan assets and the projected benefit obligation. At September 30, 2025, our defined benefit pension plans had an aggregate deficit (the excess of projected benefit obligations over the fair value of plan assets) of approximately $89.4 million. The total amounts of employer contributions paid for the year ended September 30, 2025 were $10.6 million for U.S. plans and $23.7 million for non-U.S. plans. Funding requirements for each plan are determined based on the local laws of the country where such plan resides. In some countries, the funding requirements are mandatory while in other countries, they are discretionary. There is a required minimum contribution for one of our domestic plans; however, we may make additional discretionary contributions. In the future, such pension funding may increase or decrease depending on changes in the levels of interest rates, pension plan performance and other factors. In addition, we have

collective bargaining agreements with unions that require us to contribute to various third-party multiemployer plans that we do not control or manage. For the year ended September 30, 2025, we contributed $2.7 million to multiemployer pension plans.

Condensed Combined Financial Information

The 2027 Senior Notes are fully and unconditionally guaranteed on a joint and several basis by some of AECOM's directly and indirectly 100% owned subsidiaries (the Subsidiary Guarantors). Accordingly, AECOM became subject to the requirements of Rule 3-10 of Regulation S-X, as amended, regarding financial statements of guarantors and issuers of guaranteed securities. Other than customary restrictions imposed by applicable statutes, there are no restrictions on the ability of the Subsidiary Guarantors to transfer funds to AECOM in the form of cash dividends, loans or advances.

The following tables present condensed combined summarized financial information for AECOM and the Subsidiary Guarantors. All intercompany balances and transactions are eliminated in the presentation of the combined financial statements. Amounts provided do not represent our total consolidated amounts as of September 30, 2025 and for the twelve months then ended.

Condensed Combined Balance Sheets
Parent and Subsidiary Guarantors
(unaudited - in millions)

	September 30, 2025
Current assets	$ 3,367.3
Non-current assets	3,189.2
Total assets	$ 6,556.5
Current liabilities	$ 2,853.8
Non-current liabilities	3,102.8
Total liabilities	5,956.6
Total stockholders' equity	599.9
Total liabilities and stockholders' equity	$ 6,556.5

Condensed Combined Statement of Operations
Parent and Subsidiary Guarantors
(unaudited - in millions)

	For the twelve months ended September 30, 2025
Revenue	$ 9,458.6
Cost of revenue	9,011.7
Gross profit	446.9
Net income from continuing operations	86.0
Net loss from discontinued operations	—
Net income	$ 86.0
Net income attributable to AECOM	$ 86.0

Commitments and Contingencies

We record amounts representing our probable estimated liabilities relating to claims, guarantees, litigation, audits and investigations. We rely in part on qualified actuaries to assist us in determining the level of reserves to establish for insurance-related claims that are known and have been asserted against us, and for insurance-related claims that are believed to have been incurred based on actuarial analysis, but have not yet been reported to our claims administrators as of the respective balance sheet dates. We include any adjustments to such insurance reserves in our consolidated results of operations. Our reasonably possible loss disclosures are presented on a gross basis prior to the consideration of insurance recoveries. We do not record gain contingencies until they are realized. In the ordinary course of business, we may not be aware that we or our affiliates are under investigation and may not be aware of whether or not a known investigation has been concluded.

In the ordinary course of business, we may enter into various arrangements providing financial or performance assurance to clients, lenders, or partners. Such arrangements include standby letters of credit, surety bonds, and corporate guarantees to support the creditworthiness or the project execution commitments of its affiliates, partnerships and joint ventures. The Company's unsecured credit arrangements are used for standby letters of credit issued in connection with general and professional liability insurance programs and for contract performance guarantees. At September 30, 2025 and 2024, these outstanding standby letters of credit totaled $899.4 million and $934.5 million, respectively. As of September 30, 2025, the Company had $367.4 million available under these unsecured credit facilities. Performance arrangements typically have various expiration dates ranging from the completion of the project contract and extending beyond contract completion in some circumstances such as for warranties. The Company may also guarantee that a project, when complete, will achieve specified performance standards. If the project subsequently fails to meet guaranteed performance standards, the Company may incur additional costs, pay liquidated damages or be held responsible for the costs incurred by the client to achieve the required performance standards. The potential payment amount of an outstanding performance arrangement is typically the remaining cost of work to be performed by or on behalf of third parties. Generally, under joint venture arrangements, if a partner is financially unable to complete its share of the contract, the other partner(s) may be required to complete those activities

At September 30, 2025, we were contingently liable in the amount of approximately $903.8 million in issued standby letters of credit and $5.6 billion in issued surety bonds primarily to support project execution.

In the ordinary course of business, we enter into various agreements providing financial or performance assurances to clients on behalf of certain unconsolidated partnerships, joint ventures and other jointly executed contracts. These agreements are entered into primarily to support the project execution commitments of these entities.

Our investment adviser jointly manages and sponsors the AECOM-Canyon Equity Fund, L.P. (the "Fund"), in which we indirectly hold an equity interest and have an ongoing capital commitment to fund investments. At September 30, 2025, the Company has capital commitments of $5.1 million to the Fund over the next three years.

In addition, in connection with the investment activities of AECOM Capital, we provide guarantees of certain contractual obligations, including guarantees for completion of projects, limited debt repayment, environmental indemnity obligations and other lender required guarantees.

In February 2024, we were informed of a potential liability as one of the indemnitors on a divested business' surety bonds. We do not have sufficient information to determine the range of potential impacts, however, it is reasonably possible that we may incur additional costs related to these bonds.

In connection with the resolution of contingencies related to the sale of the civil infrastructure construction business, we agreed to act as an additional guarantor on the counterparty's existing debt, which was extended to March 2028.

Contractual Obligations and Commitments

The following summarizes our contractual obligations and commercial commitments as of September 30, 2025:

Contractual Obligations and Commitments	Total	Less than One Year	One to Three Years	Three to Five Years	More than Five Years
			(in millions)		
Debt	$ 2,743.7	$66.3	$53.3	$768.1	$1,856.0
Interest on debt	975.8	163.6	332.2	256.0	224.0
Operating leases	764.0	163.6	253.8	173.3	173.3
Pension funding obligations[1]	35.8	35.8	—	—	—
Total contractual obligations and commitments	$ 4,519.3	$ 429.3	$ 639.3	$ 1,197.4	$ 2,253.3

[1] Represents expected fiscal 2026 contributions to fund our defined benefit pension and other postretirement plans. Contributions beyond one year have not been included as amounts are not determinable.

New Accounting Pronouncements and Changes in Accounting

In November 2023, the Financial Accounting Standards Board (FASB) amended the guidance of Accounting Standards Codification (ASC) 280, *Segment Reporting*, requiring public entities to disclose significant segment expenses and other segment items on an interim basis. The new guidance is effective for the Company for its annual financial statements in fiscal year 2025 and for its interim financial statements in fiscal year 2026. The adoption of the new guidance did not significantly impact our financial presentation.

In December 2023, the FASB issued ASU 2023-09, *Income Taxes* (Topic 740): *Improvements to Income Tax Disclosures*, which includes amendments that further enhance the income tax information through improvements to income tax disclosures primarily related to the rate reconciliation and income taxes paid. The update also includes certain other amendments to improve the effectiveness of income tax disclosures. The amendments are effective for the Company's annual periods beginning October 1, 2025, with early adoption permitted. We are currently evaluating the impact that the adoption of this new guidance will have on our financial statement presentation.

In November 2024, the FASB issued ASU 2024-03 requiring public entities to provide disaggregated disclosures in the notes of the financial statements of certain categories of expenses that are included in expense line items on the face of the income statement on an interim basis. The new guidance is effective for the Company for its annual financial statements in fiscal year 2027 and for its interim financial statements in fiscal year 2028, with early adoption permitted. We are currently evaluating the impact that the adoption of this new guidance will have on our financial statements.

In September 2025, the FASB issued ASU 2025-06 to clarify and modernize the accounting for costs related to internal-use software. The guidance removes references to project stages used in ASC 350-40 and clarifies the threshold entities should apply to begin capitalizing internal-use software costs. The new guidance is effective for us starting October 1, 2028, and we may apply the guidance using a prospective, retrospective, or modified transition approach. We are currently evaluating the impact that the adoption of this new guidance will have on our financial presentation.

Off-Balance Sheet Arrangements

We enter into various joint venture arrangements to provide architectural, engineering, program management, construction management and operations and maintenance services. The ownership percentage of these joint ventures is typically representative of the work to be performed or the amount of risk assumed by each joint venture partner. Some of these joint ventures are considered variable interest entities. We have consolidated all joint ventures for which we have control. For all others, our portion of the earnings are recorded in equity in earnings of joint ventures. See Note 6 in the notes to our consolidated financial statements. We do not believe that we have any off-balance sheet arrangements that have or are reasonably likely to have a current or future effect on our financial condition, changes in financial condition, revenues or expenses, results of operations, liquidity, capital expenditures or capital resources that would be material to investors.

ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Financial Market Risks

We are exposed to market risk, primarily related to foreign currency exchange rates and interest rate exposure of our debt obligations that bear interest based on floating rates. We actively monitor these exposures. Our objective is to reduce, where we deem appropriate to do so, fluctuations in earnings and cash flows associated with changes in foreign exchange rates and interest rates. In order to accomplish this objective, we sometimes enter into derivative financial instruments, such as forward contracts and interest rate hedge contracts. It is our policy and practice to use derivative financial instruments only to the extent necessary to manage our exposures. We do not use derivative financial instruments for trading purposes.

Foreign Exchange Rates

We are exposed to foreign currency exchange rate risk resulting from our operations outside of the U.S. We use foreign currency forward contracts from time to time to mitigate foreign currency risk. We limit exposure to foreign currency fluctuations in most of our contracts through provisions that require client payments in currencies corresponding to the currency in which costs are incurred. As a result of this natural hedge, we generally do not need to hedge foreign currency cash flows for contract work performed. The functional currency of our significant foreign operations is the respective local currency.

Interest Rates

Our Credit Agreement and other debt obligations are subject to variable rate interest which could be adversely affected by an increase in interest rates. As of September 30, 2025 and 2024, we had $1,439.9 million and $1,446.6 million, respectively, in outstanding borrowings under our term credit agreements and revolving credit facility. Interest on amounts borrowed under these agreements is subject to adjustment based on specified levels of financial performance. The applicable margin that is added to the borrowing's base rate can range from 0.125% to 1.00% and the applicable margin that is added to borrowings in the Term SOFR rate can range from 1.125% to 2.00%. For the year ended September 30, 2025, our weighted average floating rate borrowings were $1,603.8 million, or $903.8 million excluding borrowings with effective fixed interest rates due to interest rate swap and interest rate cap agreements. If short-term floating interest rates had increased by 1.00%, our interest expense for the year ended September 30, 2025 would have increased by $9.0 million. We invest our cash in a variety of financial instruments, consisting principally of money market securities or other highly liquid, short-term securities that are subject to minimal credit and market risk.

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

AECOM
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September 30, 2025

Audited Annual Consolidated Financial Statements

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Report of Independent Registered Public Accounting Firm

To the Stockholders and the Board of Directors of AECOM

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of AECOM (the Company) as of September 30, 2025 and 2024, the related consolidated statements of operations, comprehensive income, stockholders' equity and cash flows for each of the three years in the period ended September 30, 2025, and the related notes and financial statement schedule listed in the Index at Item 15(a) (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company at September 30, 2025 and 2024, and the results of its operations and its cash flows for each of the three years in the period ended September 30, 2025, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of September 30, 2025, based on criteria established in Internal Control—Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework), and our report dated November 18, 2025 expressed an unqualified opinion thereon.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matter

The critical audit matter communicated below is a matter arising from the current period audit of the financial statements that was communicated or required to be communicated to the audit committee and that: (1) relates to accounts or disclosures that are material to the financial statements and (2)involved our especially challenging, subjective, or complex judgments. The communication of the critical audit matter does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

Revenue Recognition - Contract cost and claim recovery estimates

Description of the Matter

For the year ended September 30, 2025, contract revenues recognized by the Company were $16.1 billion. Contract revenues include $4.0 billion which relate to fixed price contracts and $6.0 billion which relate to guaranteed maximum price contracts. As described in Note 4 of the consolidated financial statements, the Company generally recognizes revenues for these contracts over time as performance obligations are satisfied. The Company generally measures its progress to completion using an input measure of total costs incurred divided by total costs expected to be incurred. In addition, the Company's estimate of transaction price includes variable consideration associated with claims only to the extent that a significant reversal would not be probable.

Recognition of revenue and profit over time as performance obligations are satisfied for long-term fixed price and guaranteed maximum price contracts is highly judgmental as it requires the Company to prepare estimates of total contract revenue and total contract costs, including costs to complete in-process contracts. These estimates are dependent upon a number of factors, including the accuracy of estimates made at the balance sheet date, such as engineering progress, material quantities, the achievement of milestones, penalty provisions, labor productivity and cost estimates.

As of September 30, 2025, the Company has recorded revenue related to claims and reported related contract assets and other non-current assets on the consolidated balance sheet. Revenue recognition relating to claims is highly judgmental as the amount has not been approved by the customer and it requires the Company to prepare estimates of amounts expected to be recovered. Changes in recovery estimates can have a material effect on the amount of revenue recognized.

How We Addressed the Matter in Our Audit

We obtained an understanding, evaluated the design, and tested the operating effectiveness of controls that address the risk of material misstatement of contract revenue including those associated with cost to complete estimates for long-term fixed price contracts and estimates of amounts expected to be recovered from claims. For example, we tested controls over the Company's review of estimated direct and indirect costs to be incurred and estimates of claim recovery amounts.

To evaluate the Company's determination of estimated costs to complete, we selected a sample of contracts and, among other things, inspected the executed contracts including any significant amendments; conducted interviews with and inspected questionnaires prepared by project personnel; tested key components of the cost to complete estimates, including materials, labor, and subcontractors costs; reviewed support for estimates of project contingencies; compared actual project margins to historical and expected results; and recalculated revenues recognized.

To test revenue recognized relating to claims, we selected a sample of projects and evaluated the estimates made by management by reviewing documentation from management's specialists and legal counsel to support the amount of the claim. We also tested management's estimation process by performing a lookback analysis to evaluate claims settled in the current year compared to management's prior year estimates.

/s/ Ernst & Young LLP

We have served as the Company's auditor since 1990.

Dallas, Texas
November 18, 2025

Report of Independent Registered Public Accounting Firm

To the Stockholders and the Board of Directors of AECOM

Opinion on Internal Control Over Financial Reporting

We have audited AECOM's internal control over financial reporting as of September 30, 2025, based on criteria established in Internal Control — Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) (the COSO criteria). In our opinion, AECOM (the Company) maintained, in all material respects, effective internal control over financial reporting as of September 30, 2025, based on the COSO criteria.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the 2025 consolidated financial statements of the Company and our report dated November 18, 2025 expressed an unqualified opinion thereon.

Basis for Opinion

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying Management's Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects.

Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Definition and Limitations of Internal Control Over Financial Reporting

A company's internal control over financial reporting is a process designed 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. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ Ernst & Young LLP

Dallas, Texas
November 18, 2025

AECOM

Consolidated Balance Sheets
(in thousands, except share data)

	September 30, 2025	September 30, 2024
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	$ 1,378,582	$ 1,316,945
Cash in consolidated joint ventures	207,157	263,932
Total cash and cash equivalents	1,585,739	1,580,877
Accounts receivable—net	2,497,147	2,793,307
Contract assets	1,785,179	1,806,458
Prepaid expenses and other current assets	716,070	638,393
Current assets held for sale	—	77,224
Income taxes receivable	146,092	159,500
TOTAL CURRENT ASSETS	6,730,227	7,055,759
PROPERTY AND EQUIPMENT—NET	416,164	354,377
DEFERRED TAX ASSETS—NET	295,249	326,685
INVESTMENTS IN UNCONSOLIDATED JOINT VENTURES	138,056	138,067
GOODWILL	3,700,619	3,480,155
INTANGIBLE ASSETS—NET	183,284	6,932
OTHER NON-CURRENT ASSETS	254,218	267,528
OPERATING LEASE RIGHT-OF-USE ASSETS	463,479	432,166
NON-CURRENT ASSETS HELD FOR SALE	18,953	—
TOTAL ASSETS	$ 12,200,249	$ 12,061,669
LIABILITIES AND STOCKHOLDERS' EQUITY		
CURRENT LIABILITIES:		
Short-term debt	$ 4,069	$ 3,080
Accounts payable	2,260,609	2,560,122
Accrued expenses and other current liabilities	2,490,480	2,385,731
Income taxes payable	23,536	27,418
Contract liabilities	1,087,905	1,298,327
Current liabilities held for sale	—	35,559
Current portion of long-term debt	62,217	63,844
TOTAL CURRENT LIABILITIES	5,928,816	6,374,081
OTHER LONG-TERM LIABILITIES	210,870	156,406
OPERATING LEASE LIABILITIES, NON-CURRENT	515,998	510,573
DEFERRED TAX LIABILITY-NET	67,968	27,509
PENSION BENEFIT OBLIGATIONS	133,193	172,360
LONG-TERM DEBT	2,647,220	2,450,330
TOTAL LIABILITIES	9,504,065	9,691,259
COMMITMENTS AND CONTINGENCIES (Note 18)		
AECOM STOCKHOLDERS' EQUITY:		
Common stock—authorized, 300,000,000 shares of $0.01 par value as of September 30, 2025 and 2024; issued and outstanding 131,782,371 and 132,552,407 shares as of September 30, 2025 and 2024, respectively	1,318	1,326
Additional paid-in capital	4,609,126	4,347,197
Accumulated other comprehensive loss	(893,027)	(882,671)
Accumulated deficits	(1,224,833)	(1,281,647)
TOTAL AECOM STOCKHOLDERS' EQUITY	2,492,584	2,184,205
Noncontrolling interests	203,600	186,205
TOTAL STOCKHOLDERS' EQUITY	2,696,184	2,370,410
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	$ 12,200,249	$ 12,061,669

See accompanying Notes to Consolidated Financial Statements.

AECOM

Consolidated Statements of Operations
(in thousands, except per share data)

	Fiscal Year Ended		
	September 30, 2025	September 30, 2024	September 30, 2023
Revenue	$ 16,139,622	$ 16,105,498	$ 14,378,461
Cost of revenue	14,922,909	15,021,157	13,432,996
Gross profit	1,216,713	1,084,341	945,465
Equity in earnings of joint ventures	27,013	2,124	(279,352)
General and administrative expenses	(157,849)	(160,105)	(153,575)
Restructuring and acquisition costs	(59,355)	(98,918)	(188,404)
Income from operations	1,026,522	827,442	324,134
Other income	10,457	17,570	8,357
Interest income	62,894	58,560	40,251
Interest expense	(184,304)	(185,420)	(159,342)
Income from continuing operations before taxes	915,569	718,152	213,400
Income tax expense for continuing operations	204,018	152,900	56,052
Net income from continuing operations	711,551	565,252	157,348
Net loss from discontinued operations	(75,364)	(104,997)	(57,207)
Net income	636,187	460,255	100,141
Net income attributable to noncontrolling interests from continuing operations	(73,287)	(59,322)	(43,262)
Net income (loss) attributable to noncontrolling interests from discontinued operations	(1,126)	1,333	(1,547)
Net income attributable to noncontrolling interests	(74,413)	(57,989)	(44,809)
Net income attributable to AECOM from continuing operations	638,264	505,930	114,086
Net loss attributable to AECOM from discontinued operations	(76,490)	(103,664)	(58,754)
Net income attributable to AECOM	$ 561,774	$ 402,266	$ 55,332
Net income (loss) attributable to AECOM per share:			
Basic continuing operations per share	$ 4.82	$ 3.73	$ 0.82
Basic discontinued operations per share	$ (0.58)	$ (0.76)	$ (0.42)
Basic earnings per share	$ 4.24	$ 2.97	$ 0.40
Diluted continuing operations per share	$ 4.79	$ 3.71	$ 0.81
Diluted discontinued operations per share	$ (0.58)	$ (0.76)	$ (0.42)
Diluted earnings per share	$ 4.21	$ 2.95	$ 0.39
Weighted average shares outstanding:			
Basic	132,373	135,544	138,614
Diluted	133,311	136,453	140,109

See accompanying Notes to Consolidated Financial Statements.

AECOM

Consolidated Statements of Comprehensive Income
(in thousands)

	Fiscal Year Ended		
	September 30, 2025	September 30, 2024	September 30, 2023
Net income	$ 636,187	$ 460,255	$ 100,141
Other comprehensive (loss) income, net of tax:			
Net unrealized (loss) gain on derivatives, net of tax	(5,051)	(23,290)	2,165
Foreign currency translation adjustments	(5,937)	93,389	59,720
Pension adjustments, net of tax	601	(25,986)	(8,719)
Other comprehensive (loss) income, net of tax	(10,387)	44,113	53,166
Comprehensive income, net of tax	625,800	504,368	153,307
Noncontrolling interests in comprehensive income of consolidated subsidiaries, net of tax	(74,382)	(58,196)	(44,877)
Comprehensive income attributable to AECOM, net of tax	$ 551,418	$ 446,172	$ 108,430

See accompanying Notes to Consolidated Financial Statements.

AECOM

Consolidated Statements of Stockholders' Equity
(in thousands)

	Common Stock	Additional Paid-In Capital	Accumulated Other Comprehensive Loss	Accumulated Deficits	Total AECOM Stockholders' Equity	Non-Controlling Interests	Total Stockholders' Equity
BALANCE AT SEPTEMBER 30, 2022	$ 1,389	$ 4,156,594	$ (979,675)	$ (701,654)	$ 2,476,654	$ 128,725	$ 2,605,379
Net income	—	—	—	55,332	55,332	44,809	100,141
Dividends declared	—	—	—	(100,872)	(100,872)	—	(100,872)
Other comprehensive loss	—	—	53,098	—	53,098	68	53,166
Issuance of stock	19	64,964	—	—	64,983	—	64,983
Repurchases of stock	(46)	(25,917)	—	(356,782)	(382,745)	—	(382,745)
Stock-based compensation	—	45,882	—	—	45,882	—	45,882
Contributions from noncontrolling interests	—	—	—	—	—	17,225	17,225
Distributions to noncontrolling interests	—	—	—	—	—	(19,448)	(19,448)
BALANCE AT SEPTEMBER 30, 2023	$ 1,362	$ 4,241,523	$ (926,577)	$ (1,103,976)	$ 2,212,332	$ 171,379	$ 2,383,711
Net income	—	—	—	402,266	402,266	57,989	460,255
Dividends declared	—	—	—	(120,454)	(120,454)	—	(120,454)
Other comprehensive loss	—	—	43,906	—	43,906	207	44,113
Issuance of stock	16	65,369	—	—	65,385	—	65,385
Repurchases of stock	(52)	(21,215)	—	(459,483)	(480,750)	—	(480,750)
Stock-based compensation	—	61,520	—	—	61,520	—	61,520
Contributions from noncontrolling interests	—	—	—	—	—	13,508	13,508
Distributions to noncontrolling interests	—	—	—	—	—	(56,878)	(56,878)
BALANCE AT SEPTEMBER 30, 2024	$ 1,326	$ 4,347,197	$ (882,671)	$ (1,281,647)	$ 2,184,205	$ 186,205	$ 2,370,410
Net income	—	—	—	561,774	561,774	74,413	636,187
Dividends declared	—	—	—	(139,303)	(139,303)	—	(139,303)
Other comprehensive loss	—	—	(10,356)	—	(10,356)	(31)	(10,387)
Issuance of stock	25	218,988	—	—	219,013	—	219,013
Repurchases of stock	(33)	(18,498)	—	(365,657)	(384,188)	—	(384,188)
Stock-based compensation	—	61,439	—	—	61,439	—	61,439
Effect of deconsolidation of a joint venture	—	—	—	—	—	(13,768)	(13,768)
Contributions from noncontrolling interests	—	—	—	—	—	2,450	2,450
Distributions to noncontrolling interests	—	—	—	—	—	(45,669)	(45,669)
BALANCE AT SEPTEMBER 30, 2025	$ 1,318	$ 4,609,126	$ (893,027)	$ (1,224,833)	$ 2,492,584	$ 203,600	$ 2,696,184

See accompanying Notes to Consolidated Financial Statements.

AECOM

Consolidated Statements of Cash Flows
(in thousands)

	Fiscal Year Ended		
	September 30, 2025	September 30, 2024	September 30, 2023
CASH FLOWS FROM OPERATING ACTIVITIES:			
Net income	$ 636,187	$ 460,255	$ 100,141
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization	175,917	178,812	175,725
Equity in (earnings) losses of unconsolidated joint ventures	(16,861)	1,276	282,291
Distribution of earnings from unconsolidated joint ventures	59,498	24,254	41,178
Non-cash stock compensation	61,439	61,520	45,882
Impairment of long-lived assets	—	—	86,199
Loss on sale of discontinued operations	—	90,412	43,222
Prepayment premium on redemption of unsecured senior notes	9,064	—	—
Foreign currency translation	2,316	15,468	969
Deferred income tax expense (benefit)	35,415	150,894	(135,878)
Other	916	(4,854)	6,388
Changes in operating assets and liabilities:			
Accounts receivable and contract assets	334,419	(500,798)	(402,498)
Prepaid expenses and other assets	(82,707)	(207,359)	131,903
Accounts payable	(333,564)	391,176	169,514
Accrued expenses and other current liabilities	145,198	91,983	97,239
Contract liabilities	(210,549)	109,390	137,484
Other long-term liabilities	4,914	(34,939)	(83,779)
Net cash provided by operating activities	$ 821,602	$ 827,490	$ 695,980
CASH FLOWS FROM INVESTING ACTIVITIES:			
Payments for business acquisitions, net of cash acquired	$ (212,529)	$ (18,658)	$ —
Cash outflow from deconsolidation of a joint venture	(45,352)	—	—
Investment in unconsolidated joint ventures	(55,617)	(55,058)	(59,772)
Return of investment in unconsolidated joint ventures	30,995	—	20,874
Proceeds from sale of investments	—	3,180	5,977
Other investing activities	5,665	(21,000)	—
Proceeds from disposal of property and equipment	292	494	344
Payments for capital expenditures	(136,675)	(119,597)	(105,600)
Net cash used in by investing activities	$ (413,221)	$ (210,639)	$ (138,177)
CASH FLOWS FROM FINANCING ACTIVITIES:			
Proceeds from borrowings under credit agreements	$ 2,212,924	$ 6,169,266	$ 3,506,668
Repayments of borrowings under credit agreements	(2,259,380)	(5,878,475)	(3,552,639)
Issuance of unsecured senior notes	1,188,600	—	—
Redemption of unsecured senior notes	(997,293)	—	—
Prepayment premium on redemption of unsecured senior notes	(9,064)	—	—
Cash paid for debt issuance costs	(3,889)	(16,573)	—
Dividends paid	(133,572)	(115,244)	(96,192)
Proceeds from issuance of common stock	40,084	34,556	32,897
Proceeds from exercise of stock options	2,056	2,056	6,168
Payments to repurchase common stock	(388,380)	(478,501)	(379,284)
Net distributions to noncontrolling interests	(53,380)	(16,177)	(2,223)
Other financing activities	(2,376)	3,632	11,670
Net cash used in financing activities	$ (403,670)	$ (295,460)	$ (472,935)
EFFECT OF EXCHANGE RATE CHANGES ON CASH	(3,834)	1,319	512
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	877	322,710	85,380
CASH AND CASH EQUIVALENTS AT BEGINNING OF YEAR	1,584,862	1,262,152	1,176,772
CASH AND CASH EQUIVALENTS AT END OF YEAR	1,585,739	1,584,862	1,262,152
LESS: CASH AND CASH EQUIVALENTS INCLUDED IN CURRENT ASSETS HELD FOR SALE	$ —	$ (3,985)	$ (1,946)
CASH AND CASH EQUIVALENTS OF CONTINUING OPERATIONS AT END OF YEAR	$ 1,585,739	$ 1,580,877	$ 1,260,206
SUPPLEMENTAL CASH FLOW INFORMATION:			
Interest paid	$ (166,868)	$ (177,450)	$ (153,975)
Net income taxes paid	$ (91,968)	$ (139,972)	$ (78,448)

See accompanying Notes to Consolidated Financial Statements.

AECOM

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

1. Significant Accounting Policies

Organization— AECOM and its consolidated subsidiaries provide planning, consulting, advisory, architectural and engineering design services, construction management and program management to public and private clients worldwide in major end markets such as transportation, facilities, environmental, energy, water and government.

Fiscal Year—The Company reports its annual results of operations based on 52-or 53- week periods ending on the Friday nearest September 30. Certain prior period amounts in the consolidated financial statements and accompanying notes have been reclassified to conform with the current period's presentation.

Use of Estimates—The preparation of financial statements in conformity with accounting principles generally accepted in the United States (GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. The more significant estimates affecting amounts reported in the consolidated financial statements relate to revenues under long-term contracts and self-insurance accruals. Actual results could differ from those estimates.

Principles of Consolidation and Presentation—The consolidated financial statements include the accounts of all majority-owned subsidiaries and joint ventures in which the Company is the primary beneficiary. All inter-company accounts have been eliminated in consolidation. Also see Note 6 regarding joint ventures and variable interest entities.

Government Contract Matters—The Company's federal government and certain state and local agency contracts are subject to, among other regulations, regulations issued under the Federal Acquisition Regulations (FAR). These regulations can limit the recovery of certain specified indirect costs on contracts and subjects the Company to ongoing multiple audits by government agencies such as the Defense Contract Audit Agency (DCAA). In addition, most of the Company's federal and state and local contracts are subject to termination at the discretion of the client.

Audits by the DCAA and other agencies consist of reviews of the Company's overhead rates, operating systems and cost proposals to ensure that the Company accounted for such costs in accordance with the Cost Accounting Standards of the FAR (CAS). If the DCAA determines the Company has not accounted for such costs consistent with CAS, the DCAA may disallow these costs. There can be no assurance that audits by the DCAA or other governmental agencies will not result in material cost disallowances in the future.

Cash and Cash Equivalents—The Company's cash equivalents include highly liquid investments which have an initial maturity of three months or less.

Allowance for Doubtful Accounts—The Company records its accounts receivable net of an allowance for doubtful accounts. This allowance for doubtful accounts is estimated based on management's evaluation of the contracts involved and the financial condition of its clients. The factors the Company considers in its contract evaluations include, but are not limited to:

- Client type—federal or state and local government or commercial client;
- Historical contract performance;
- Historical collection and delinquency trends;
- Client credit worthiness; and
- General economic conditions.

Derivative Financial Instruments—The Company accounts for its derivative instruments as either assets or liabilities and carries them at fair value.

For derivative instruments that hedge the exposure to variability in expected future cash flows that are designated as cash flow hedges, the effective portion of the gain or loss on the derivative instrument is reported as a component of accumulated other comprehensive income in stockholders' equity and reclassified into income in the same period or periods during which the hedged transaction affects earnings. The ineffective portion of the gain or loss on the derivative instrument, if any, is recognized in current income. To receive hedge accounting treatment, cash flow hedges must be highly effective in offsetting changes to expected future cash flows on hedged transactions.

The net gain or loss on the effective portion of a derivative instrument that is designated as an economic hedge of the foreign currency translation exposure generated by the re-measurement of certain assets and liabilities denominated in a non-functional currency in a foreign operation is reported in the same manner as a foreign currency translation adjustment. Accordingly, any gains or losses related to these derivative instruments are recognized in current income.

Derivatives that do not qualify as hedges are adjusted to fair value through current income.

Fair Value of Financial Instruments—The Company determines the fair values of its financial instruments, including short-term investments, debt instruments and derivative instruments, and pension and post-retirement plan assets based on inputs or assumptions that market participants would use in pricing an asset or a liability. The Company categorizes its instruments using a valuation hierarchy for disclosure of the inputs used to measure fair value. This hierarchy prioritizes the inputs into three broad levels as follows: Level 1 inputs are quoted prices (unadjusted) in active markets for identical assets or liabilities; Level 2 inputs are quoted prices for similar assets and liabilities in active markets or inputs that are observable for the asset or liability, either directly or indirectly through market corroboration, for substantially the full term of the financial instrument; Level 3 inputs are unobservable inputs based on the Company's assumptions used to measure assets and liabilities at fair value. The classification of a financial asset or liability within the hierarchy is determined based on the lowest level input that is significant to the fair value measurement.

The carrying amounts of cash and cash equivalents, accounts receivable and accounts payable approximate fair value because of the short maturities of these instruments. The carrying amount of the revolving credit facility approximates fair value because the interest rates are based upon variable reference rates.

The Company's fair value measurement methods may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Although the Company believes its valuation methods are appropriate and consistent with those used by other market participants, the use of different methodologies or assumptions to determine fair value could result in a different fair value measurement at the reporting date.

Property and Equipment—Property and equipment are recorded at cost and are depreciated over their estimated useful lives using the straight-line method. Expenditures for maintenance and repairs are expensed as incurred. Typically, estimated useful lives range from ten to forty-five years for buildings, three to ten years for furniture and fixtures and three to twelve years for computer systems and equipment. Leasehold improvements are amortized on a straight-line basis over the shorter of their estimated useful lives or the remaining terms of the underlying lease agreement.

Long-Lived Assets—Long-lived assets to be held and used are reviewed for impairment whenever events or circumstances indicate that the assets may not be recoverable. The carrying amount of an asset to be held and used is not recoverable if it exceeds the sum of the undiscounted cash flows expected from the use and eventual disposition of the asset. For assets to be held and used, impairment losses are recognized based upon the excess of the asset's carrying amount over the fair value of the asset. For long-lived assets to be disposed, impairment losses are recognized at the lower of the carrying amount or fair value less cost to sell.

Goodwill and Acquired Intangible Assets—Goodwill represents the excess of amounts paid over the fair value of net assets acquired from an acquisition. In order to determine the amount of goodwill resulting from an acquisition, the Company performs an assessment to determine the value of the acquired company's tangible and identifiable intangible assets and liabilities. In its assessment, the Company determines whether identifiable intangible assets exist, which typically include backlog, customer relationships and intellectual property. Intangible assets are amortized over the period in which the contractual or economic benefits of the intangible assets are expected to be realized.

The Company tests goodwill for impairment annually for each reporting unit in the fourth quarter of the fiscal year and between annual tests, if events occur or circumstances change which suggest that goodwill should be evaluated. Such events or circumstances include significant changes in legal factors and business climate, recent losses at a reporting unit, and industry trends, among other factors. A reporting unit is defined as an operating segment or one level below an

operating segment. The Company's impairment tests are performed at the operating segment level as they represent the Company's reporting units.

Goodwill is evaluated for impairment either by assessing qualitative factors or by performing a quantitative assessment. Qualitative factors, such as overall financial performance, industry or market considerations, or other relevant events, are assessed to determine if it is more likely than not that the fair value of the reporting units is less than their carrying amounts. During a quantitative impairment test, the Company estimates the fair value of the reporting unit using income and market approaches, and compares that amount to the carrying value of that reporting unit. In the event the fair value of the reporting unit is determined to be less than the carrying value, goodwill is impaired, and an impairment loss is recognized equal to the excess, limited to the total amount of goodwill allocated to the reporting unit. The impairment evaluation process includes, among other things, making assumptions about variable such as revenue growth rates, profitability, discount rates, and industry market multiples, which are subject to a high degree of judgment. See also Note 3.

Pension Plans—The Company has certain defined benefit pension plans. The Company calculates the market-related value of assets, which is used to determine the return-on-assets component of annual pension expense and the cumulative net unrecognized gain or loss subject to amortization. This calculation reflects the Company's anticipated long-term rate of return and amortization of the difference between the actual return (including capital, dividends, and interest) and the expected return over a five-year period. Cumulative net unrecognized gains or losses that exceed 10% of the greater of the projected benefit obligation or the fair market related value of plan assets are subject to amortization.

Insurance Reserves—The Company maintains insurance for certain insurable business risks. Insurance coverage contains various retention and deductible amounts for which the Company accrues a liability based upon reported claims and an actuarially determined estimated liability for certain claims incurred but not reported. It is generally the Company's policy not to accrue for any potential legal expense to be incurred in defending the Company's position. The Company believes that its accruals for estimated liabilities associated with professional and other liabilities are sufficient and any excess liability beyond the accrual is not expected to have a material adverse effect on the Company's results of operations or financial position.

Foreign Currency Translation—The Company's functional currency is generally the U.S. dollar, except for foreign operations where the functional currency is generally the local currency. Results of operations for foreign entities are translated to U.S. dollars using the average exchange rates during the period. Assets and liabilities for foreign entities are translated using the exchange rates in effect as of the date of the balance sheet. Resulting translation adjustments are recorded as a foreign currency translation adjustment into other accumulated comprehensive income/(loss) in stockholders' equity.

The Company uses foreign currency forward contracts from time to time to mitigate foreign currency risk. The Company limits exposure to foreign currency fluctuations in most of its contracts through provisions that require client payments in currencies corresponding to the currency in which costs are incurred. As a result of this natural hedge, the Company generally does not need to hedge foreign currency cash flows for contract work performed.

Noncontrolling Interests—Noncontrolling interests represent the equity investments of the minority owners in the Company's joint ventures and other subsidiary entities that the Company consolidates in its financial statements.

Income Taxes—The Company files a consolidated U.S. federal corporate income tax return and combined / consolidated state tax returns and separate company state tax returns. The Company accounts for certain income and expense items differently for financial reporting and income tax purposes. Deferred tax assets and liabilities are determined based on the difference between the financial statement and tax basis of assets and liabilities, applying enacted statutory tax rates in effect for the year in which the differences are expected to reverse. In determining the need for a valuation allowance, management reviews both positive and negative evidence, including the nature, frequency, and severity of cumulative financial reporting losses in recent years, the future reversal of existing temporary differences, predictability of future taxable income exclusive of reversing temporary differences of the character necessary to realize the asset, relevant carryforward periods, taxable income in carry-back years if carry-back is permitted under tax law, and prudent and feasible tax planning strategies that would be implemented, if necessary, to protect against the loss of the deferred tax asset that would otherwise expire. Based upon management's assessment of all available evidence, the Company has concluded that it is more likely than not that the deferred tax assets, net of valuation allowance, will be realized.

On December 22, 2017, the United States enacted the Tax Cuts and Jobs Act, which significantly changed U.S. tax law and included a provision to tax global intangible low-taxed income (GILTI) of foreign subsidiaries. The Company recognizes taxes due under the GILTI provision as a current period expense.

On July 4, 2025, the U.S. government enacted the One Big Beautiful Bill Act which permanently extends many provisions of the Tax Cuts and Jobs Act of 2017 and introduces new tax provisions relevant for multinational businesses. Most of the new provisions take effect starting in fiscal 2026. Based on its assessment, the Company does not expect the legislation to have a material impact on its consolidated financial statements.

2. New Accounting Pronouncements and Changes in Accounting

In November 2023, the Financial Accounting Standards Board (FASB) amended the guidance of Accounting Standards Codification (ASC) 280, *Segment Reporting*, requiring public entities to disclose significant segment expenses and other segment items on an interim basis. The new guidance is effective for the Company for its annual financial statements in fiscal year 2025 and for its interim financial statements in fiscal year 2026. The adoption of the new guidance did not significantly impact the Company's financial presentation.

In December 2023, the FASB issued ASU 2023-09, *Income Taxes* (Topic 740): *Improvements to Income Tax Disclosures*, which includes amendments that further enhance the income tax information through improvements to income tax disclosures primarily related to the rate reconciliation and income taxes paid. The update also includes certain other amendments to improve the effectiveness of income tax disclosures. The amendments are effective for the Company’s annual periods beginning October 1, 2025, with early adoption permitted. The Company is currently evaluating the impact that the adoption of this new guidance will have on its financial statement presentation.

In November 2024, the FASB issued ASU 2024-03 requiring public entities to provide disaggregated disclosures in the notes of the financial statements of certain categories of expenses that are included in expense line items on the face of the income statement on an interim basis. The new guidance is effective for the Company for its annual financial statements in fiscal year 2027 and for its interim financial statements in fiscal year 2028, with early adoption permitted. The Company is currently evaluating the impact that the adoption of this new guidance will have on its financial statements.

In September 2025, the FASB issued ASU 2025-06 to clarify and modernize the accounting for costs related to internal-use software. The guidance removes references to project stages used in ASC 350-40 and clarifies the threshold entities should apply to begin capitalizing internal-use software costs. The new guidance is effective for the Company starting October 1, 2028, and the Company may apply the guidance using a prospective, retrospective, or modified transition approach. The Company is currently evaluating the impact that the adoption of this new guidance will have on its financial statements.

3. Discontinued Operations, Goodwill and Intangible Assets

In the first quarter of fiscal 2020, management approved a plan to dispose of via sale the Company’s self-perform at-risk construction businesses. These businesses include the Company’s civil infrastructure, power, and oil and gas construction businesses that were previously reported in the Company’s Construction Services segment. After consideration of the relevant facts, the Company concluded the assets and liabilities of its self-perform at-risk construction businesses met the criteria for classification as held for sale. The Company concluded the actual and proposed disposal activities represented a strategic shift that would have a major effect on the Company’s operations and financial results and qualified for presentation as discontinued operations in accordance with FASB ASC 205-20. Accordingly, the financial results of the self-perform at-risk construction businesses are presented in the Consolidated Statement of Operations as discontinued operations for all periods presented. Current and non-current assets and liabilities of these businesses not sold as of the balance sheet date are presented in the Consolidated Balance Sheets as assets and liabilities held for sale for both periods presented.

The Company completed the sale of its power and oil and gas construction businesses in fiscal 2021 and fiscal 2022, respectively. The Company completed the sale of its civil infrastructure construction business to affiliates of Oroco Capital in the second quarter of fiscal 2021. In the second quarter of fiscal 2024, the Company recorded a $103.1 million loss related to a revised estimate of its contingent consideration receivable recognized in its civil infrastructure construction business.

During the third quarter of fiscal 2024, the Company resolved contingencies related to the sale of its civil infrastructure construction business and received equity in the counterparty, and the Company recorded a $12.7 million gain based on the fair value of the equity received. Concurrently, the Company participated as a member of a lending group in a revolving credit facility for the counterparty, committing to fund $30 million that matures in May 2029. At September 30, 2025, the counterparty had $15.4 million outstanding under the credit facility, and all cash flows were classified as other investing activities.

During the second quarter of fiscal 2025, the Company and its joint venture counterparty amended the joint venture agreement for a business classified as held for sale. In connection with the amendment and consistent with ASC 810, *Consolidation*, the Company reconsidered whether it remained the primary beneficiary under the variable interest model and concluded it was no longer the primary beneficiary. As such, the Company deconsolidated the joint venture as of the amendment date. The Company continues to present its retained noncontrolling interest as held for sale and equity in earnings from the joint venture are reported in net loss from discontinued operations. No gain or loss was recognized in the deconsolidation of the joint venture during the second quarter of fiscal 2025.

Department of Energy Deactivation, Demolition, and Removal Project

A former affiliate of the Company, Amentum Environment & Energy, Inc., f/k/a AECOM Energy and Construction, Inc. (“Former Affiliate”), executed a cost-reimbursable task order with the Department of Energy (DOE) in 2007 to provide deactivation, demolition and removal services at a New York State project site that, during 2010, experienced contamination and performance issues. In February 2011, the Former Affiliate and the DOE executed a Task Order Modification that changed some cost-reimbursable contract provisions to at-risk. The Task Order Modification, including subsequent amendments, required the DOE to pay all project costs up to $106 million, required the Former Affiliate and the DOE to equally share in all project costs incurred from $106 million to $146 million, and required the Former Affiliate to pay all project costs exceeding $146 million.

Due to unanticipated requirements and permitting delays by federal and state agencies, as well as delays and related ground stabilization activities caused by Hurricane Irene in 2011, the Former Affiliate was required to perform work outside the scope of the Task Order Modification. In December 2014, the Former Affiliate submitted an initial set of claims against the DOE pursuant to the Contracts Disputes Acts seeking recovery of $103 million, including additional fees on changed work scope (the “2014 Claims”). On December 6, 2019, the Former Affiliate submitted a second set of claims against the DOE seeking recovery of an additional $60.4 million, including additional project costs and delays outside the scope of the contract as a result of differing site and ground conditions (the “2019 Claims”). The Former Affiliate also submitted three alternative breach of contract claims to the 2014 Claims and the 2019 Claims that may entitle the Former Affiliate to recovery of $148.5 million to $329.4 million. On December 30, 2019, the DOE denied the Former Affiliate’s 2014 Claims. On September 25, 2020, the DOE denied the Former Affiliate’s 2019 Claims. The Company filed an appeal of these decisions on December 20, 2020 in the Court of Federal Claims. Deconstruction, decommissioning and site restoration activities are complete.

On January 31, 2020, the Company completed the sale of its Management Services business, including the Former Affiliate who worked on the DOE project, to Maverick Purchaser Sub LLC (“MS Purchaser”), an affiliate of American Securities LLC and Lindsay Goldberg LLC. The Company and the MS Purchaser agreed that all future DOE project claim recoveries and costs will be split 10% to the MS Purchaser and 90% to the Company with the Company retaining control of all future strategic legal decisions.

Fact discovery has concluded and expert discovery will proceed once the stay due to the government shutdown is lifted, expected in fiscal year 2026. The Company intends to vigorously pursue all claimed amounts but can provide no certainty that the Company will recover 2014 Claims and 2019 Claims submitted against the DOE, or any additional incurred claims or costs, which could have a material adverse effect on the Company’s results of operations.

Refinery Turnaround Project

A former affiliate of the Company, which was sold in a series of transactions to effectuate the sale of the self-perform at-risk construction businesses, entered into an agreement to perform turnaround maintenance services in Montana in December 2017. The former affiliate performed additional work outside of the original contract and became entitled to payment from the refinery owner. As part of the sale of the former affiliate, the refinery turnaround project, including related claims, were retained by the Company. The former affiliate's claims against the refinery owner and the refinery owner's crossclaims against the Company's former affiliate moved to federal court. A jury trial was completed on

February 1, 2025, resulting in a favorable verdict for the Company. As a result of unfavorable court orders on post-trial motions during the third quarter of fiscal 2025, including pre-judgment interest and prompt payment interest, and issuance of the associated judgment, the Company recorded a $53.0 million loss from the reduction in the expected future net cash proceeds the Company would receive as a result of the trial verdict. The Company has appealed the judgment. The loss is reported in discontinued operations as the project was completed prior to the sale of the former affiliate.

The following table represents summarized balance sheet information of assets and liabilities held for sale (in millions):

	September 30, 2025	September 30, 2024
Cash and cash equivalents	$ —	$ 4.0
Receivables and contract assets	—	73.2
Current assets held for sale	$ —	$ 77.2
Investment in unconsolidated joint venture	$ 18.9	$ —
Property and equipment, net	$ —	$ 16.7
Other	0.1	1.2
Write-down of assets to fair value less cost to sell	—	(17.9)
Non-current assets held for sale	$ 19.0	$ —
Accounts payable and accrued expenses	$ —	$ 35.6
Current liabilities held for sale	$ —	$ 35.6
Long-term liabilities held for sale	$ —	$ —

The following table represents summarized income statement information of discontinued operations (in millions):

	Fiscal Year Ended		
	September 30, 2025	September 30, 2024	September 30, 2023
Revenue	$ 97.6	$ 178.2	$ 212.8
Cost of revenue	101.4	181.1	223.2
Gross loss	(3.8)	(2.9)	(10.4)
Equity in losses of joint ventures	(10.1)	(3.4)	(2.9)
Loss on disposal activities	(83.8)	(97.1)	(50.6)
Transaction costs	—	(0.2)	(0.2)
Loss from operations	(97.7)	(103.6)	(64.1)
Other expense	(0.3)	(1.5)	(1.0)
Loss before taxes	(98.0)	(105.1)	(65.1)
Income tax benefit	(22.6)	(0.1)	(7.9)
Net loss from discontinued operations	$ (75.4)	$ (105.0)	$ (57.2)

The significant components included in the Consolidated Statement of Cash Flows for the discontinued operations are as follows (in millions):

	Fiscal Year Ended		
	September 30, 2025	September 30, 2024	September 30, 2023
Payments for capital expenditures	$ —	$ (2.5)	$ (6.2)
Noncash increase in noncurrent assets held for sale due to deconsolidation of a joint venture	$ 41.6	$ —	$ —
Noncash decrease in noncontrolling interest due to deconsolidation of a joint venture	$ (13.8)	$ —	$ —

The Company also recorded a $12.7 million non-cash gain in discontinued operations in fiscal 2024.

The Company completed two business acquisitions during the year ended September 30, 2025 for total consideration of $375.9 million, which included stock consideration of $146.4 million. Neither of these two acquisitions met the quantitative thresholds to require separate disclosure. The Company acquired these businesses to expand its competitive advantage and compound strengths to achieve its long-term profitability targets. The Company preliminarily estimates the amount of identifiable assets acquired based on the facts and circumstances available at the time of acquisition. The Company determines the final value of the identifiable intangible assets as soon as information is available, but not more than 12 months from the date of acquisition. The initial accounting for these acquisitions is not complete as of September 30, 2025 as the Company continues to assess the value of the acquired intellectual property intangible asset.

The changes in the carrying value of goodwill by reportable segment for the year ended September 30, 2025 were as follows:

	September 30, 2024	Foreign Exchange Impact	Acquired	September 30, 2025
	(in millions)			
Americas	$ 2,625.7	$ (5.4)	$ 150.1	$ 2,770.4
International	854.5	0.4	75.3	930.2
Total	$ 3,480.2	$ (5.0)	$ 225.4	$ 3,700.6

The gross amounts and accumulated amortization of the Company's acquired identifiable intangible assets with finite useful lives as of September 30, 2025 and 2024, included in intangible assets—net, in the accompanying consolidated balance sheets, were as follows:

	September 30, 2025			September 30, 2024			
	Gross Amount	Accumulated Amortization	Intangible Assets, Net	Gross Amount	Accumulated Amortization	Intangible Assets, Net	Amortization Period
	(in millions)						(years)
Backlog and Customer relationships	$ 7.4	$ (2.5)	$ 4.9	$ 671.7	$ (664.8)	$ 6.9	1 - 11
Intellectual property	178.4	—	178.4	—	—	—	5
Total	$ 185.8	$ (2.5)	$ 183.3	$ 671.7	$ (664.8)	$ 6.9	

Amortization expense of acquired intangible assets included within cost of revenue was $1.5 million and $18.8 million for the years ended September 30, 2025 and 2024, respectively. The following table presents estimated amortization expense of existing intangible assets for the succeeding years:

Fiscal Year	(in millions)
2026	$ 37.2
2027	37.2
2028	37.2
2029	36.0
2030	35.7
Total	$ 183.3

4. Revenue Recognition

The Company follows accounting principles for recognizing revenue upon the transfer of control of promised goods or services to customers, in an amount that reflects the expected consideration received in exchange for those goods or services. The Company generally recognizes revenues over time as performance obligations are satisfied. The Company generally measures its progress to completion using an input measure of total costs incurred divided by total costs expected to be incurred, which it believes to be the best measure of progress towards completion of the performance obligation. In the course of providing its services, the Company routinely subcontracts for services and incurs other direct costs on behalf of its clients. These costs are passed through to clients and, in accordance with GAAP, are included in the Company's revenue and cost of revenue. These pass-through revenues for the years ended September 30, 2025, 2024 and 2023 were $8.6 billion, $8.9 billion and $7.7 billion, respectively.

Recognition of revenue and profit is dependent upon a number of factors, including the accuracy of a variety of estimates made at the balance sheet date, such as engineering progress, material quantities, the achievement of milestones, penalty provisions, labor productivity and cost estimates. Additionally, the Company is required to make estimates for the amount of consideration to be received, including bonuses, awards, incentive fees, claims, unpriced change orders, penalties, and liquidated damages. Variable consideration is included in the estimate of the transaction price only to the extent that a significant reversal would not be probable. Management continuously monitors factors that may affect the quality of its estimates, and material changes in estimates are disclosed accordingly. Costs attributable to claims are treated as costs of contract performance as incurred.

The following summarizes the Company's major contract types:

Cost Reimbursable Contracts

Cost reimbursable contracts include cost-plus fixed fee, cost-plus fixed rate, and time-and-materials price contracts. Under cost-plus contracts, the Company charges clients for its costs, including both direct and indirect costs, plus a negotiated fee or rate. The Company recognizes revenue based on actual direct costs incurred and the applicable fixed rate or portion of the fixed fee earned as of the balance sheet date. Under time-and-materials price contracts, the Company negotiates hourly billing rates and charges its clients based on the actual time that it expends on a project. In addition, clients reimburse the Company for materials and other direct incidental expenditures incurred in connection with its performance under the contract. The Company may apply a practical expedient to recognize revenue in the amount in which it has the right to invoice if its right to consideration is equal to the value of performance completed to date.

Guaranteed Maximum Price Contracts (GMP)

GMP contracts share many of the same contract provisions as cost-plus and fixed-price contracts. As with cost-plus contracts, clients are provided a disclosure of all the project costs, and a lump sum or percentage fee is separately identified. The Company provides clients with a guaranteed price for the overall project (adjusted for change orders issued by clients) and a schedule including the expected completion date. Cost overruns or costs associated with project delays in completion could be the Company's responsibility. For many of the Company's GMP contracts, the final price is generally not established until the Company has subcontracted a substantial percentage of the trade contracts with terms consistent with the master contract, and it has negotiated additional contractual limitations, such as waivers of consequential damages as well as aggregate caps on liabilities and liquidated damages. Revenue is recognized for GMP contracts as project costs are incurred relative to total estimated project costs.

Fixed-Price Contracts

Fixed-price contracts include both lump-sum and fixed-unit price contracts. Under lump-sum contracts, the Company performs all the work under the contract for a specified fee. Lump-sum contracts are typically subject to price adjustments if the scope of the project changes or unforeseen conditions arise. Under fixed-unit price contracts, the Company performs a number of units of work at an agreed price per unit with the total payment under the contract determined by the actual number of units delivered. Revenue is recognized for fixed-price contracts using the input method measured on a cost-to-cost basis as the Company believes this is the best measure of progress towards completion.

Disaggregated Revenue

The following tables present the Company's revenues disaggregated by revenue sources:

	Fiscal Year Ended		
	September 30, 2025	September 30, 2024	September 30, 2023
	(in millions)		
Cost reimbursable	$ 6,196.1	$ 6,361.4	$ 6,128.8
Guaranteed maximum price	5,960.7	6,030.0	4,887.7
Fixed price	3,982.8	3,714.1	3,362.0
Total revenue	$ 16,139.6	$ 16,105.5	$ 14,378.5

	Fiscal Year Ended		
	September 30, 2025	September 30, 2024	September 30, 2023
	(in millions)		
Americas	$ 12,526.4	$ 12,487.0	$ 10,976.4
Europe, Middle East, India, Africa	2,153.3	2,141.5	1,937.3
Asia-Australia-Pacific	1,459.9	1,477.0	1,464.8
Total revenue	$ 16,139.6	$ 16,105.5	$ 14,378.5

Remaining Unsatisfied Performance Obligations

As of September 30, 2025, the Company had allocated $19.7 billion of transaction price to unsatisfied or partially satisfied performance obligations, of which approximately 57% is expected to be satisfied within the next twelve months. The majority of remaining performance obligation after the first 12 months are expected to be recognized over a two-year period.

Contract liabilities represent billings as of the balance sheet date, as allowed under the terms of a contract, but not yet recognized as contract revenue pursuant to the Company's revenue recognition policy. The Company recognized revenue of $918.9 million and $801.0 million during the years ended September 30, 2025 and 2024, respectively, that was included in contract liabilities as of September 30, 2024 and 2023, respectively.

The Company's timing of revenue recognition may not be consistent with its rights to bill and collect cash from its clients. Those rights are generally dependent upon advance billing terms, milestone billings based on the completion of certain phases of work or when services are performed. The Company's accounts receivables represent amounts billed to clients that have yet to be collected and represent an unconditional right to cash from its clients. Contract assets represent the amount of contract revenue recognized but not yet billed pursuant to contract terms or accounts billed after the balance sheet date.

Net accounts receivable consisted of the following:

	Fiscal Year Ended	
	September 30, 2025	September 30, 2024
	(in millions)	
Billed	$ 1,934.3	$ 2,184.9
Contract retentions	647.6	696.3
Total accounts receivable—gross	2,581.9	2,881.2
Allowance for doubtful accounts and credit losses	(84.8)	(87.9)
Total accounts receivable—net	$ 2,497.1	$ 2,793.3

Substantially all contract assets as of September 30, 2025 and September 30, 2024 are expected to be billed and collected within twelve months, except for claims. Significant claims recorded in contract assets and other non-current assets were approximately $400 million and $180 million as of September 30, 2025 and 2024, respectively. The asset related to the Deactivation, Demolition, and Removal Project retained from the MS Purchaser as defined and and discussed in Note 3 is presented in other non-current assets from continuing operations in the Consolidated Balance Sheet. Contract retentions represent amounts invoiced to clients where payments have been withheld from progress payments until the contracted work has been completed and approved by the client but nonetheless represent an unconditional right to cash.

The Company considers a broad range of information to estimate expected credit losses including the related ages of past due balances, projections of credit losses based on historical trends, and collection history and credit quality of its clients. Negative macroeconomic trends or delays in payment of outstanding receivables could result in an increase in the estimated credit losses.

No single client accounted for more than 10% of the Company's outstanding receivables at September 30, 2025 and 2024.

The Company sold trade receivables to financial institutions, of which $268.2 million and $319.5 million were outstanding as of September 30, 2025 and 2024, respectively. The Company does not retain financial or legal obligations for these receivables that would result in material losses. The Company's ongoing involvement is limited to the remittance of customer payments to the financial institutions with respect to the sold trade receivables.

5. Property and Equipment

Property and equipment, at cost, consists of the following:

	Fiscal Year Ended		
	September 30, 2025	September 30, 2024	Useful Lives (years)
	(in millions)		
Building and land	$ 10.5	$ 10.1	10 - 45
Leasehold improvements	275.0	299.3	1 - 20
Computer systems and equipment	770.4	659.6	3 - 12
Furniture and fixtures	85.7	92.2	3 - 10
Total	1,141.6	1,061.2	
Accumulated depreciation and amortization	(725.4)	(706.8)	
Property and equipment, net	$ 416.2	$ 354.4	

Depreciation expense for the fiscal years ended September 30, 2025, 2024 and 2023 was $166.3 million, $152.3 million, and $152.3 million, respectively. Depreciation is calculated using primarily the straight-line method over the estimated useful lives of the assets, or in the case of leasehold improvements and capitalized leases, the lesser of the remaining term of the lease or its estimated useful life.

6. Joint Ventures and Variable Interest Entities

The Company's joint ventures provide architecture, engineering, program management, construction management, operations and maintenance services, and invest in real estate projects. Joint ventures, the combination of two or more partners, are generally formed for a specific project. Management of the joint venture is typically controlled by a joint venture executive committee, comprised of representatives from the joint venture partners. The joint venture executive committee normally provides management oversight and controls decisions which could have a significant impact on the joint venture.

Some of the Company's joint ventures have no employees and minimal operating expenses. For these joint ventures, the Company's employees perform work for the joint venture, which is then billed to a third-party customer by the joint venture. These joint ventures function as pass-through entities to bill the third-party customer. For consolidated joint ventures of this type, the Company records the entire amount of the services performed and the costs associated with these services, including the services provided by the other joint venture partners, in the Company's result of operations. For certain of these joint ventures where a fee is added by an unconsolidated joint venture to client billings, the Company's portion of that fee is recorded in equity in earnings of joint ventures.

The Company also has joint ventures that have their own employees and operating expenses, and to which the Company generally makes a capital contribution. The Company accounts for these joint ventures either as consolidated entities or equity method investments based on the criteria further discussed below.

The Company follows guidance on the consolidation of variable interest entities (VIEs) that requires companies to utilize a qualitative approach to determine whether it is the primary beneficiary of a VIE. The process for identifying the primary beneficiary of a VIE requires consideration of the factors that indicate a party has the power to direct the activities that most significantly impact the joint venture's economic performance, including powers granted to the joint venture's program manager, powers contained in the joint venture governing board and, to a certain extent, a company's economic interest in the joint venture. The Company analyzes its joint ventures and classifies them as either:

- a VIE that must be consolidated because the Company is the primary beneficiary or the joint venture is not a VIE and the Company holds the majority voting interest with no significant participative rights available to the other partners; or

- a VIE that does not require consolidation and is treated as an equity method investment because the Company is not the primary beneficiary or the joint venture is not a VIE and the Company does not hold the majority voting interest.

As part of the above analysis, if it is determined that the Company has the power to direct the activities that most significantly impact the joint venture's economic performance, the Company considers whether or not it has the obligation to absorb losses or rights to receive benefits of the VIE that could potentially be significant to the VIE.

Contractually required support provided to the Company's joint ventures is further discussed in Note 18.

Summary of financial information of the consolidated joint ventures was as follows:

	September 30, 2025	September 30, 2024
	(in millions)	
Current assets	$ 699.0	$ 836.9
Non-current assets	84.4	83.1
Total assets	$ 783.4	$ 920.0
Current liabilities	$ 591.4	$ 763.6
Non-current liabilities	5.7	1.5
Total liabilities	597.1	765.1
Total AECOM deficit	(15.9)	(17.2)
Noncontrolling interests	202.2	172.1
Total owners' equity	186.3	154.9
Total liabilities and owners' equity	$ 783.4	$ 920.0

Total revenue of the consolidated joint ventures was $1,698.4 million, $2,242.8 million, and $1,984.3 million for the years ended September 30, 2025, 2024 and 2023, respectively. The assets of the Company's consolidated joint ventures are restricted for use only by the particular joint venture and are not available for the general operations of the Company.

Summary of unaudited financial information of the unconsolidated joint ventures, as derived from their unaudited financial statements, was as follows:

	September 30, 2025	September 30, 2024
	(in millions)	
Current assets	$ 1,537.7	$ 1,379.0
Non-current assets	708.0	799.9
Total assets	$ 2,245.7	$ 2,178.9
Current liabilities	$ 1,107.8	$ 976.3
Non-current liabilities	92.4	114.8
Total liabilities	1,200.2	1,091.1
Joint ventures' equity	1,045.5	1,087.8
Total liabilities and joint ventures' equity	$ 2,245.7	$ 2,178.9
AECOM's investment in joint ventures	$ 138.1	$ 138.1

	Twelve Months Ended	
	September 30, 2025	September 30, 2024
	(in millions)	
Revenue	$ 2,887.6	$ 2,145.8
Cost of revenue	2,822.5	1,972.1
Gross profit	$ 65.1	$ 173.7
Net income	$ 67.1	$ 168.6

Summary of AECOM's equity in earnings of unconsolidated joint ventures is as follows:

	Fiscal Year Ended		
	September 30, 2025	September 30, 2024	September 30, 2023
	(in millions)		
Pass-through joint ventures	$ 27.6	$ 29.0	$ 24.5
Other joint ventures	(0.6)	(26.9)	(303.9)
Total	$ 27.0	$ 2.1	$ (279.4)

The Company completed a transaction that transitioned the AECOM Capital team to a new third-party platform in the third quarter of fiscal 2024. The team will continue to support AECOM Capital's investment vehicles pursuant to certain advisory agreements in a manner consistent with their current obligations. During the third quarter of fiscal 2023, the Company identified indicators of impairment in the equity method investments held in its AECOM Capital segment. Specifically, the Company identified evidence that the carrying value of certain of the investments in its real estate portfolio were in excess of their fair values. The Company concluded it no longer had the intent to retain certain of these investments for a period of time sufficient to allow for an anticipated recovery in market value. In the third quarter of fiscal 2023, the Company recorded an impairment loss of $307.0 million to reduce the carrying value of these investments to their estimated fair values. During the first quarter of fiscal 2024, the Company recorded an additional impairment loss of $35.9 million. These impairments do not relate to investments in respect of which affiliates of AECOM Capital provide advisory services or manage third party capital. AECOM Capital will continue to manage existing investment vehicles and investments in a manner consistent with their current obligations. Fair value was determined using Level 3 inputs such as forecasted cash flows and comparable sales prices.

7. Pension Benefit Obligations

In the U.S., the Company sponsors various qualified defined benefit pension plans. Benefits under these plans generally are based on the employee's years of creditable service and compensation; however, all U.S. defined benefit plans are closed to new participants and have frozen accruals.

The Company also sponsors various non-qualified plans in the U.S.; all of these plans are frozen. Outside the U.S., the Company sponsors various pension plans, which are appropriate to the country in which the Company operates, some of which are government mandated.

The following tables provide reconciliations of the changes in the U.S. and international plans' benefit obligations, reconciliations of the changes in the fair value of assets for the last three years ended September 30, and reconciliations of the funded status as of September 30 of each year.

	Fiscal Year Ended					
	September 30, 2025		September 30, 2024		September 30, 2023	
	U.S.	Int'l	U.S.	Int'l	U.S.	Int'l
	(in millions)					
Change in benefit obligation:						
Benefit obligation at beginning of year	$ 186.9	$ 860.4	$ 181.2	$ 756.2	$ 198.1	$ 791.2
Service cost	—	0.2	—	0.2	—	0.3
Participant contributions	0.1	0.2	0.1	0.3	0.1	0.2
Interest cost	7.9	40.1	9.7	43.7	9.8	47.7
Benefits and expenses paid	(17.1)	(46.2)	(17.6)	(47.7)	(17.2)	(42.2)
Actuarial loss (gain)	(0.2)	(69.8)	13.5	37.0	(8.8)	(112.5)
Plan settlements	(0.7)	—	—	(3.2)	(1.5)	(1.5)
Transfers in	—	—	—	—	0.7	—
Foreign currency translation loss	—	4.4	—	73.9	—	73.0
Benefit obligation at end of year	$ 176.9	$ 789.3	$ 186.9	$ 860.4	$ 181.2	$ 756.2

	Fiscal Year Ended					
	September 30, 2025		September 30, 2024		September 30, 2023	
	U.S.	Int'l	U.S.	Int'l	U.S.	Int'l
	(in millions)					
Change in plan assets						
Fair value of plan assets at beginning of year	$ 109.0	$ 804.3	$ 98.8	$ 673.3	$ 101.4	$ 683.5
Actual return on plan assets	3.0	(15.1)	15.8	89.0	7.8	(54.2)
Employer contributions	10.6	23.7	11.9	25.1	8.2	24.8
Participant contributions	0.1	0.2	0.1	0.3	0.1	0.2
Benefits and expenses paid	(17.1)	(46.2)	(17.6)	(47.7)	(17.2)	(42.2)
Plan settlements	(0.7)	—	—	(3.2)	(1.5)	(1.5)
Foreign currency translation gain	—	5.0	—	67.5	—	62.7
Fair value of plan assets at end of year	$ 104.9	$ 771.9	$ 109.0	$ 804.3	$ 98.8	$ 673.3

	Fiscal Year Ended					
	September 30, 2025		September 30, 2024		September 30, 2023	
	U.S.	Int'l	U.S.	Int'l	U.S.	Int'l
	(in millions)					
Reconciliation of funded status:						
Funded status at end of year	$ (72.0)	$ (17.4)	$ (77.9)	$ (56.1)	$ (82.4)	$ (82.9)
Contribution made after measurement date	N/A	N/A	N/A	N/A	N/A	N/A
Net amount recognized at end of year	$ (72.0)	$ (17.4)	$ (77.9)	$ (56.1)	$ (82.4)	$ (82.9)

The following table sets forth the amounts recognized in the consolidated balance sheets as of September 30, 2025, 2024 and 2023:

	Fiscal Year Ended					
	September 30, 2025		September 30, 2024		September 30, 2023	
	U.S.	Int'l	U.S.	Int'l	U.S.	Int'l
	(in millions)					
Amounts recognized in the consolidated balance sheets:						
Other non-current assets	$ —	$ 52.3	$ —	$ 46.6	$ —	$ 38.7
Accrued expenses and other current liabilities	(8.5)	—	(8.3)	—	(8.4)	—
Pension benefit obligations	(63.5)	(69.7)	(69.6)	(102.7)	(74.0)	(121.6)
Net amount recognized in the balance sheet	$ (72.0)	$ (17.4)	$ (77.9)	$ (56.1)	$ (82.4)	$ (82.9)

The following table details the reconciliation of amounts in the consolidated statements of stockholders' equity for the fiscal years ended September 30, 2025, 2024 and 2023:

	Fiscal Year Ended					
	September 30, 2025		September 30, 2024		September 30, 2023	
	U.S.	Int'l	U.S.	Int'l	U.S.	Int'l
	(in millions)					
Reconciliation of amounts in consolidated statements of stockholders' equity:						
Prior service cost	$ (0.1)	$ (1.2)	$ (0.1)	$ (1.3)	$ (0.1)	$ (1.2)
Net loss	(75.4)	(235.5)	(77.6)	(234.9)	(77.5)	(207.1)
Total recognized in accumulated other comprehensive loss	$ (75.5)	$ (236.7)	$ (77.7)	$ (236.2)	$ (77.6)	$ (208.3)

The components of net periodic benefit cost other than the service cost component are included in other income in the consolidated statement of operations. The following table details the components of net periodic benefit cost for the Company's pension plans for fiscal years ended September 30, 2025, 2024 and 2023:

	Fiscal Year Ended					
	September 30, 2025		September 30, 2024		September 30, 2023	
	U.S.	Int'l	U.S.	Int'l	U.S.	Int'l
	(in millions)					
Components of net periodic benefit cost:						
Service costs	$ —	$ 0.2	$ —	$ 0.2	$ —	$ 0.3
Interest cost on projected benefit obligation	7.9	40.1	9.7	43.7	9.8	47.7
Expected return on plan assets	(4.8)	(52.2)	(5.5)	(57.4)	(5.8)	(60.8)
Amortization of prior service costs	—	0.1	—	0.1	—	0.1
Amortization of net loss (gain)	3.7	(1.3)	3.1	(2.3)	3.5	(0.6)
Settlement loss (gain) recognized	0.1	—	—	0.1	(0.1)	0.2
Net periodic benefit cost (credit)	$ 6.9	$ (13.1)	$ 7.3	$ (15.6)	$ 7.4	$ (13.1)

The amount of applicable deferred income taxes included in other comprehensive income arising from a change in net prior service cost and net gain/loss was $1.1 million, $2.1 million, and $3.1 million in the years ended September 30, 2025, 2024 and 2023, respectively.

Amounts included in accumulated other comprehensive loss as of September 30, 2025 that are expected to be recognized as components of net periodic benefit cost during fiscal 2026 are (in millions):

	U.S.	Int'l
Amortization of prior service cost	$ —	$ (0.1)
Amortization of net actuarial (losses) gain	(3.8)	0.6
Total	$ (3.8)	$ 0.5

The table below provides additional year-end information for pension plans with accumulated benefit obligations in excess of plan assets.

	Fiscal Year Ended					
	September 30, 2025		September 30, 2024		September 30, 2023	
	U.S.	Int'l	U.S.	Int'l	U.S.	Int'l
	(in millions)					
Projected benefit obligation	$ 165.8	$ 395.6	$ 175.1	$ 649.8	$ 168.8	$ 628.1
Accumulated benefit obligation	$ 165.8	$ 395.6	$ 175.1	$ 649.8	$ 168.8	$ 628.1
Fair value of plan assets	$ 104.9	$ 325.9	$ 109.0	$ 547.1	$ 98.8	$ 506.5

Funding requirements for each pension plan are determined based on the local laws of the country where such pension plan resides. In certain countries, the funding requirements are mandatory while in other countries, they are discretionary. The Company currently intends to contribute $25.0 million to the international plans in fiscal 2026. The required minimum contributions for U.S. plans are not significant. In addition, the Company may make discretionary contributions. The Company currently intends to contribute $10.8 million to U.S. plans in fiscal 2026.

The table below provides the expected future benefit payments, in millions:

Year Ending September 30,	U.S.	Int'l
2026	$ 26.8	$ 52.2
2027	18.3	51.3
2028	17.6	52.9
2029	16.6	54.8
2030	15.7	56.0
2031-2035	66.0	297.5
Total	$ 161.0	$ 564.7

The underlying assumptions for the pension plans are as follows:

	Fiscal Year Ended					
	September 30, 2025		September 30, 2024		September 30, 2023	
	U.S.	Int'l	U.S.	Int'l	U.S.	Int'l
	(in millions)					
Weighted-average assumptions to determine benefit obligation:						
Discount rate	5.01 %	5.83 %	4.73 %	5.04 %	5.76 %	5.65 %
Salary increase rate	N/A	2.81 %	N/A	2.91 %	N/A	3.06 %
Weighted-average assumptions to determine net periodic benefit cost:						
Discount rate	4.73 %	5.04 %	5.76 %	5.65 %	5.40 %	5.27 %
Salary increase rate	N/A	2.91 %	N/A	3.06 %	N/A	3.48 %
Expected long-term rate of return on plan assets	6.25 %	5.51 %	6.90 %	5.74 %	7.00 %	6.04 %

Pension costs are determined using the assumptions as of the beginning of the plan year. The funded status is determined using the assumptions as of the end of the plan year.

The following table summarizes the Company's target allocation for 2025 and pension plan asset allocation, both U.S. and International, as of September 30, 2025 and 2024:

	Target Allocations		Percentage of Plan Assets as of September 30,			
			2025		2024	
	U.S.	Int'l	U.S.	Int'l	U.S.	Int'l
Asset Category:						
Equities	18 %	25 %	19 %	24 %	24 %	25 %
Debt	78	65	74	64	67	64
Cash	—	3	2	2	4	2
Diversified and other	4	7	5	10	5	9
Total	100 %	100 %	100 %	100 %	100 %	100 %

The Company's domestic and foreign plans seek a competitive rate of return relative to an appropriate level of risk depending on the funded status and obligations of each plan and typically employ both active and passive investment management strategies. The Company's risk management practices include diversification across asset classes and investment styles and periodic rebalancing toward asset allocation targets. The target asset allocation selected for each plan reflects a risk/return profile that the Company believes is appropriate relative to each plan's liability structure and return goals.

To develop the expected long-term rate of return on assets assumption, the Company considered the historical returns and the future expectations for returns for each asset class, as well as the target asset allocation of the pension portfolio and the diversification of the portfolio. This resulted in the selection of a 6.25% and 5.51% weighted-average long-term rate of return on assets assumption for the fiscal year ended September 30, 2025 for U.S. and non-U.S. plans, respectively.

As of September 30, 2025, the fair values of the Company's pension plan assets by major asset categories were as follows:

		Fair Value Measurement as of September 30, 2025			
	Total Carrying Value as of September 30, 2025	Quoted Prices in Active Markets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	Investments measured at NAV
			(in millions)		
Cash and cash equivalents	$ 20.5	$ 20.5	$ —	$ —	$ —
Debt securities	361.4	361.4	—	—	—
Investment funds:					
Diversified and equity funds	272.5	71.5	14.1	—	186.9
Fixed income funds	220.5	22.7	4.4	—	193.4
Absolute return fund	5.1	—	—	—	5.1
Derivative instruments and other	(3.2)	9.9	(13.1)	—	—
Total	$ 876.8	$ 486.0	$ 5.4	$ —	$ 385.4

As of September 30, 2024, the fair values of the Company's pension plan assets by major asset categories were as follows:

		Fair Value Measurement as of September 30, 2024			
	Total Carrying Value as of September 30, 2024	Quoted Prices in Active Markets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	Investments measured at NAV
			(in millions)		
Cash and cash equivalents	$ 22.1	$ 22.1	$ —	$ —	$ —
Debt securities	391.5	391.5	—	—	—
Investment funds:					
Diversified and equity funds	286.7	48.5	13.5	—	224.7
Fixed income funds	213.9	17.3	4.1	—	192.5
Absolute return fund	5.9	—	—	—	5.9
Derivative instruments and other	(6.8)	8.2	(15.0)	—	—
Total	$ 913.3	$ 487.6	$ 2.6	$ —	$ 423.1

Cash equivalents are mostly comprised of short-term money-market instruments and are valued at cost, which approximates fair value.

For investment funds not traded on an active exchange, or if the closing price is not available, the trustee obtains indicative quotes from a pricing vendor, broker, or investment manager. These funds are categorized as Level 2 if the custodian obtains corroborated quotes from a pricing vendor or categorized as Level 3 if the custodian obtains uncorroborated quotes from a broker or investment manager.

Fixed income investment funds, not traded on an active exchange, categorized as Level 2 are valued by the trustee using pricing models that use verifiable observable market data (e.g., interest rates and yield curves observable at commonly quoted intervals), bids provided by brokers or dealers, or quoted prices of securities with similar characteristics.

Common collective investment funds are valued based on net asset value (NAV) per share or unit as a practical expedient as reported by the fund manager, multiplied by the number of shares or units held as of the measurement date. Accordingly, these NAV-based investments have been excluded from the fair value hierarchy. These collective investment funds have redemption notice periods and are redeemable at the NAV, less transaction fees. There are no significant unfunded commitments related to these investments.

Multiemployer Pension Plans

The Company participates in construction-industry multiemployer pension plans. Generally, the plans provide defined benefits to substantially all employees covered by collective bargaining agreements. Under the Employee Retirement Income Security Act, a contributor to a multiemployer plan is liable, upon termination or withdrawal from a plan, for its proportionate share of a plan's unfunded vested liability. The Company's aggregate contributions to these multiemployer plans were $2.7 million and $2.5 million for the years ended September 30, 2025 and 2024, respectively. At September 30, 2025 and 2024, none of the plans in which the Company participates are individually significant to its consolidated financial statements.

8. Debt

Debt consisted of the following:

	September 30, 2025	September 30, 2024
	(in millions)	
Credit Agreement	$ 1,439.9	$ 1,446.6
2027 Senior Notes	—	997.3
2033 Senior Notes	1,200.0	—
Other debt	103.8	95.9
Total debt	2,743.7	2,539.8
Less: Current portion of debt and short-term borrowings	(66.3)	(66.9)
Less: Unamortized debt issuance costs	(30.2)	(22.6)
Long-term debt	$ 2,647.2	$ 2,450.3

The following table presents, in millions, scheduled maturities of the Company's debt as of September 30, 2025:

Fiscal Year	
2026	$ 66.3
2027	31.2
2028	22.1
2029	761.3
2030	6.8
Thereafter	1,856.0
Total	$ 2,743.7

Credit Agreement

On April 19, 2024, the Company entered into Amendment No. 14 to Syndicated Facility Agreement (as amended, modified or otherwise supplemented, the "Credit Agreement"), pursuant to which the Company obtained a new $$1,500,000,000 revolving credit facility (the "New Revolving Credit Facility"), a new $750,000,000 term loan A facility (the "New Term A Facility" and, together with the New Revolving Credit Facility, the "New Pro Rata Facilities") and a new $700,000,000 term loan B facility (the "New Term B Facility" and, together with the New Pro Rata Facilities, the "New Credit Facilities"). The New Revolving Credit Facility and the New Term A Facility mature on April 19, 2029. The New Term B Facility matures on April 19, 2031. The New Term A Facility and the New Term B Facility were borrowed in full on April 19, 2024 in U.S. dollars. Loans under the New Revolving Credit Facility may be borrowed, and letters of credit thereunder may be issued, in U.S. dollars or in certain foreign currencies. The New Credit Facilities replace in full the Company's then-existing revolving credit facility, term loan A facility and term loan B facility, and borrowings under the New Credit Facilities were used to refinance in full the Company's existing credit facilities and for general corporate purposes. The Credit Agreement permits the Company to designate certain of its subsidiaries as additional co-borrowers from time to time. Currently, there are no co-borrowers under the New Credit Facilities. On October 29, 2024, the Company entered into Amendment No. 15 to Syndicated Facility Agreement, pursuant to which the Company reduced the interest rate spread applicable to its New Term B Facility.

Borrowings under (a) the New Revolving Credit Facility (in U.S. dollars) and the New Term A Facility bear interest at a rate per annum equal to, at the Company's option, (i) a Term SOFR rate (with a 0% floor and SOFR adjustment of 0.10%) or (ii) a base rate (with a 0% floor), in each case, as of September 30, 2025, plus an applicable margin of 1.225% in the case of the Term SOFR rate and 0.225% in the case of the base rate, and (b) the New Revolving Credit Facility in currencies other than U.S. dollars bear interest at a rate per annum equal to the applicable reference rate for such currency (including any related adjustments), plus an applicable margin of 1.225%. The applicable margin is subject, in each case, to adjustment based on the Company's consolidated leverage ratio from time to time.

Borrowings under the New Term B Facility, after giving effect to Amendment No. 15 to Syndicated Facility Agreement, bear interest at a rate per annum equal to, at the Company's option, (a) a Term SOFR rate (with a 0% floor and a SOFR adjustment of 0%) or (b) a base rate (with a 0% floor), in each case, plus an applicable margin of 1.75% in the case of the Term SOFR rate and 0.75% in the case of the base rate.

Certain of the Company's material subsidiaries (the "Guarantors") have guaranteed the Company's obligations of the borrowers under the Credit Agreement, subject to certain exceptions. The borrowers' obligations under the Credit Agreement are secured by a lien on substantially all of the Company's assets and its Guarantors' assets, subject to certain exceptions.

The Credit Agreement contains customary negative covenants that include, among other things, limitations on the ability of the Company and certain of its subsidiaries, subject to certain exceptions, to incur liens and debt, make investments, dispositions, and restricted payments, change the nature of their business, consummate mergers, consolidations and the sale of all or substantially all of their respective assets and transact with affiliates. The Company is also required to maintain a consolidated leverage ratio of less than or equal to 4.00 to 1.00 (subject to certain adjustments in connection with permitted acquisitions), tested on a quarterly basis (the "Financial Covenant"). The Financial Covenant does not apply to the New Term B Facility. As of September 30, 2025, the Company was in compliance with the covenants of the Credit Agreement.

The Credit Agreement contains customary affirmative covenants, including, among other things, compliance with applicable law, preservation of existence, maintenance of properties and of insurance, and keeping proper books and records. The Credit Agreement contains customary events of default, including, among other things, nonpayment of principal, interest or fees, cross-defaults to other debt, inaccuracies of representations and warranties, failure to perform covenants, events of bankruptcy and insolvency, change of control and unsatisfied judgments, subject in certain cases to notice and cure periods and other exceptions.

At September 30, 2025 and September 30, 2024, letters of credit totaled $4.4 million and $4.4 million, respectively, under the Company's New Revolving Credit Facility. As of September 30, 2025 and September 30, 2024, the Company had $1,495.6 million and $1,495.6 million, respectively, available under its New Revolving Credit Facility.

2027 Senior Notes

On February 21, 2017, the Company completed a private placement offering of $1,000,000,000 aggregate principal amount of its unsecured 5.125% Senior Notes due 2027 (the "2027 Senior Notes"). On June 30, 2017, the

Company completed an exchange offer to exchange the unregistered 2027 Senior Notes for registered notes, as well as related guarantees. In July 2025, the Company used a portion of the proceeds of the 2033 Senior Notes (defined below) to purchase $732,914,000 in principal amount of the 2027 Senior Notes that were validly tendered and not validly withdrawn at or prior to the expiration date of the tender offer for the 2027 Senior Notes. In August 2025, the Company redeemed the remaining 2027 Senior Notes with a portion of the proceeds of the 2033 Senior Notes. The purchase and redemption included an aggregate make-whole payment of $9.1 million.

2033 Senior Notes

On July 22, 2025, the Company completed an offering of $1,200,000,000 aggregate principal amount of its 6.000% Senior Notes due 2033 (the "2033 Senior Notes"). As of September 30, 2025, the estimated fair value of the 2033 Senior Notes was approximately $1,227.0 million. The fair value of the 2033 Senior Notes as of September 30, 2025 was derived by taking the mid-point of the trading prices from an observable market input (Level 2) in the secondary bond market and multiplying it by the outstanding balance of the 2033 Senior Notes.

Interest will be payable on the 2033 Senior Notes at a rate of 6.000% per annum. Interest on the 2033 Senior Notes will be payable semi-annually in arrears on February 1 and August 1 of each year, commencing on February 1, 2026. The 2033 Senior Notes will mature on August 1, 2033.

Prior to August 1, 2028, the Company may redeem all or part of the 2033 Senior Notes at a redemption price equal to 100% of the principal amount to be redeemed, plus a "make whole" premium as of the redemption date, and accrued and unpaid interest to, but excluding, the redemption date. In addition, prior to August 1, 2028, the Company may redeem up to 40% of the aggregate principal amount of the 2033 Senior Notes with proceeds from certain equity offerings at a redemption price equal to 106% of the principal amount to be redeemed, plus accrued and unpaid interest to, but excluding, the redemption date. Furthermore, at any time on or after August 1, 2028, the Company may redeem on one or more occasions all or part of the 2033 Senior Notes at the redemption prices set forth below, plus accrued and unpaid interest thereon to, but excluding, the redemption date, if redeemed during the 12-month period beginning on August 1 of each of the years indicated below:

	Percentage
2028	103.000 %
2029	101.500 %
2030 and thereafter	100.000 %

The indenture pursuant to which the 2033 Senior Notes were issued contained customary events of default, including, among other things, payment default, failure to provide certain notices thereunder and certain provisions related to bankruptcy events. The indenture also contained customary negative covenants.

Other Debt and Other Items

Other debt consists primarily of obligations under capital leases and loans, and unsecured credit facilities. The Company's unsecured credit facilities are primarily used for standby letters of credit issued in connection with general and professional liability insurance programs and for contract performance guarantees. At September 30, 2025 and September 30, 2024, these outstanding standby letters of credit totaled $899.4 million and $934.5 million, respectively. As of September 30, 2025, the Company had $367.4 million available under these unsecured credit facilities.

Effective Interest Rate

The Company's average effective interest rate on its total debt, including the effects of the interest rate swap and interest rate cap agreements, during the years ended September 30, 2025, 2024 and 2023 was 5.1%, 5.6% and 5.3%, respectively.

Interest expense in the consolidated statements of operations included amortization of deferred debt issuance costs for the years ended September 30, 2025, 2024 and 2023 of $7.4 million, $7.6 million and $4.9 million, respectively.

9. Derivative Financial Instruments and Fair Value Measurements

The Company uses interest rate derivative contracts to hedge interest rate exposures on the Company's variable rate debt. The Company enters into foreign currency derivative contracts with financial institutions to reduce the risk that its cash flows and earnings will be adversely affected by foreign currency exchange rate fluctuations. The Company's hedging program is not designated for trading or speculative purposes.

The Company recognizes derivative instruments as either assets or liabilities on the accompanying consolidated balance sheets at fair value. The Company records changes in the fair value (i.e., gains or losses) of the derivatives that have been designated as accounting hedges in the accompanying consolidated statements of operations as interest expense or to accumulated other comprehensive loss in the accompanying consolidated balance sheets.

Cash Flow Hedges

The Company uses interest rate swap and interest rate cap agreements designated as cash flow hedges to limit exposure to variable interest rates on portions of the Company's debt. The Company initially reports any gain on the effective portion of a cash flow hedge as a component of accumulated other comprehensive loss. Depending on the type of cash flow hedge, the gain is subsequently reclassified against interest expense when the interest expense on the variable rate debt is recognized. If the hedged transaction becomes probable of not occurring, any gain or loss related to interest rate swap or interest rate cap agreements would be recognized in other income.

The notional principal, fixed rates and related effective and expiration dates of the Company's outstanding interest rate swap agreements were as follows:

		September 30, 2025		
Notional Amount Currency	**Notional Amount (in millions)**	**Fixed Rate**	**Effective Date**	**Expiration Date**
USD	400.0	1.283%	February 2023	March 2028

		September 30, 2024		
Notional Amount Currency	**Notional Amount (in millions)**	**Fixed Rate**	**Effective Date**	**Expiration Date**
USD	400.0	1.283%	February 2023	March 2028

In the fourth quarter of fiscal 2021, the Company entered into interest rate swap agreements with a notional value of $400.0 million to manage the interest rate exposure of its variable rate loans. The swaps became effective February 2023 and terminate in March 2028. By entering into the swap agreements, the Company converted a portion of the SOFR rate-based liability into a fixed-rate liability. The Company will pay a fixed rate of 1.283% and receive payment at the prevailing one-month SOFR.

In the third quarter of fiscal 2022, the Company purchased interest rate cap agreements with a notional value of $300.0 million to manage interest rate exposure of its variable rate loans. The caps became effective on June 30, 2022 and terminate in March 2028. The caps reduce the Company's exposure to one-month SOFR. In the event one-month SOFR exceeds 3.465%, the Company will pay the spread between prevailing one-month SOFR and 3.465%.

See Note 17 for accumulated balances and reporting period activities of derivatives related to reclassifications out of accumulated other comprehensive loss for the years ended September 30, 2025, 2024 and 2023. Additionally, there were no material losses recognized in income due to amounts excluded from effectiveness testing from the Company's interest rate swap agreements.

Other Foreign Currency Forward Contracts

The Company uses foreign currency forward contracts which are not designated as accounting hedges to hedge intercompany transactions and other monetary assets or liabilities denominated in currencies other than the functional currency of a subsidiary. Gains and losses on these contracts were not material for the years ended September 30, 2025, 2024 and 2023.

Fair Value Measurements

The fair values of the interest rate swap and interest rate cap agreements were derived by taking the net present value of the expected cash flows using observable market inputs (Level 2) such as SOFR rate curves, futures, volatilities and basis spreads (when applicable).

As discussed in Note 3, the Company received an equity investment in the civil infrastructure construction business buyer and concurrently participated as a member of a lending group in a revolving credit facility. The Company elected the fair value option for its equity investment due to the availability of quoted prices of identical assets. The fair value option was also elected for the credit facility investment. Changes in fair value of both investments are classified within other income on the consolidated statements of operations. The Company records interest income at the stated coupon rate of the credit facility and classifies it within interest income on the consolidated statement of operations. Fair value for the equity investment is determined using Level 1 inputs, and fair value of the credit facility investment is determined using Level 3 inputs, such as estimated cash flows and estimated discount rates. The Company recorded a gain of $2.5 million and $7.2 million in other income during the years ended September 30, 2025 and September 30, 2024, respectively, representing the increase in fair value of these investments.

In the fourth quarter of fiscal 2025, the Company issued contingent consideration in connection with the acquisition of a business, with a maximum value of $17.7 million. The contingent consideration is a liability that is measured at fair value with changes in fair value reported through earnings. The contingent consideration is measured using Level 2 inputs, such as quoted market prices and volatilities.

Below are the Company's non-pension financial assets and liabilities recorded at fair value on a recurring basis within the ASC 820-10 fair value hierarchy:

		As of September 30, 2025			
	Balance Sheet Location	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	Total Fair Value
		(in millions)			
Interest rate contracts	Other current assets	$ —	$ 9.0	$ —	$ 9.0
Interest rate contracts	Other non-current assets	—	10.0	—	10.0
Interest rate contracts	Other current liabilities	—	(1.8)	—	(1.8)
Interest rate contracts	Other long-term liabilities	—	(2.8)	—	(2.8)
Credit facility investment	Other non-current assets	—	—	17.4	17.4
Contingent Consideration	Other long-term liabilities	—	(7.5)	—	(7.5)
Equity investment	Other non-current assets	21.9	—	—	21.9
Total net assets at fair value		$ 21.9	$ 6.9	$ 17.4	$ 46.2

	As of September 30, 2024				
	Balance Sheet Location	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	Total Fair Value
		(in millions)			
Interest rate contracts	Other current assets	$ —	$ 9.2	$ —	$ 9.2
Interest rate contracts	Other non-current assets	—	16.5	—	16.5
Interest rate contracts	Other current liabilities	—	(0.9)	—	(0.9)
Interest rate contracts	Other long-term liabilities	—	(3.6)	—	(3.6)
Credit facility investment	Other non-current assets	—	—	21.9	21.9
Equity investment	Other non-current assets	19.4	—	—	19.4
Total net assets at fair value		$ 19.4	$ 21.2	$ 21.9	$ 62.5

The table below sets forth a summary of changes in the fair value of the Company's Level 3 investment assets:

	Year-ended September 30, 2025					
	Beginning Balance	Investment Gains/(Losses)	Interest Earned	Loans	Collections	Ending Balance
			(in millions)			
Credit facility investment including accrued interest	$ 21.9	0.1	1.1	19.0	(24.7)	$ 17.4

	Year-ended September 30, 2024					
	Beginning Balance	Investment Gains/(Losses)	Interest Earned	Loans	Collections	Ending Balance
			(in millions)			
Credit facility investment including accrued interest	$ —	0.5	0.5	32.5	(11.6)	$ 21.9

10. Concentration of Credit Risk

Financial instruments which potentially subject the Company to concentrations of credit risk consist principally of cash investments and trade receivables. The Company's cash balances and short-term investments are maintained in accounts held by major banks and financial institutions located primarily in the U.S., Canada, Europe, Australia, Middle East and Hong Kong. If the Company extends significant credit to clients in a specific geographic area or industry, the Company may experience disproportionately high levels of default if those clients are adversely affected by factors particular to their geographic area or industry. Concentrations of credit risk with respect to trade receivables are limited due to the large number of customers comprising the Company's customer base, including, in large part, governments, government agencies and quasi-government organizations, and their dispersion across many different industries and geographies. See Note 4 regarding the Company's foreign revenues. In order to mitigate credit risk, the Company continually reviews the credit worthiness of its major private clients.

11. Leases

The Company and its subsidiaries are lessees in non-cancelable leasing agreements for office buildings and equipment. Substantially all of the Company's office building leases are operating leases, and its equipment leases are both operating and finance leases. The Company groups lease and non-lease components for its equipment leases into a single lease component but separates lease and non-lease components for its office building leases.

The Company recognizes a right-of-use asset and lease liability for its operating leases at the commencement date equal to the present value of the contractual minimum lease payments over the lease term. The present value is calculated using the rate implicit in the lease, if known, or the Company's incremental secured borrowing rate. The discount rate used for operating leases is primarily determined based on an analysis of the Company's incremental secured borrowing rate, while the discount rate used for finance leases is primarily determined by the rate specified in the lease.

The related lease payments are expensed on a straight-line basis over the lease term, including, as applicable, any free-rent period during which the Company has the right to use the asset. For leases with renewal options where the renewal is reasonably assured, the lease term, including the renewal period, is used to determine the appropriate lease classification and to compute periodic rental expense. Leases with initial terms shorter than 12 months are not recognized on the balance sheet, and lease expense is recognized on a straight-line basis.

During the fourth quarter of fiscal 2023, the Company approved a restructuring plan primarily to optimize its office real estate portfolio with its freedom to grow strategy, which initiated a review of the carrying value of right-of-use assets and leasehold improvements. In connection with the review, the Company identified leased assets that were no longer recoverable. The Company recorded an impairment charge of $86.2 million to reduce its right-of-use assets and leasehold improvements to their fair values and recorded the expense in restructuring costs on the Consolidated Statement of Operations. Fair value was determined primarily using Level 3 inputs, such as discounted cash flows.

The components of lease expenses are as follows:

	Fiscal Year Ended		
	September 30, 2025	September 30, 2024	September 30, 2023
	(in millions)		
Operating lease cost	$ 147.4	$ 149.1	$ 164.0
Finance lease cost:			
Amortization of right-of-use assets	33.9	28.4	23.1
Interest on lease liabilities	3.7	2.9	2.6
Variable lease cost	32.0	34.6	34.1
Total lease cost	$ 217.0	$ 215.0	$ 223.8

Additional balance sheet information related to leases is as follows:

(in millions except as noted)	Balance Sheet Classification	September 30, 2025	September 30, 2024
Assets:			
Operating lease assets	Operating lease right-of-use assets	$ 463.5	$ 432.2
Finance lease assets	Property and equipment – net	74.4	62.1
Total lease assets		$ 537.9	$ 494.3
Liabilities:			
Current:			
Operating lease liabilities	Accrued expenses and other current liabilities	$ 132.4	$ 135.1
Finance lease liabilities	Current portion of long-term debt	31.9	25.5
Total current lease liabilities		164.3	160.6
Non-current:			
Operating lease liabilities	Operating lease liabilities, noncurrent	516.0	510.6
Finance lease liabilities	Long-term debt	44.3	35.7
Total non-current lease liabilities		$ 560.3	$ 546.3

	As of		
	September 30, 2025	September 30, 2024	September 30, 2023
Weighted average remaining lease term (in years):			
Operating leases	6.1	6.2	6.4
Finance leases	2.7	2.6	2.9
Weighted average discount rates:			
Operating leases	5.2 %	5.1 %	4.3 %
Finance leases	4.8 %	4.4 %	4.1 %

Additional cash flow information related to leases is as follows:

	Fiscal Year Ended		
	September 30, 2025	September 30, 2024	September 30, 2023
	(in millions)		
Cash paid for amounts included in the measurement of lease liabilities:			
Operating cash flows from operating leases	$ 172.6	$ 184.9	$ 188.3
Operating cash flows from finance leases	3.7	3.0	2.5
Financing cash flows from finance leases	32.4	28.9	23.7
Right-of-use assets obtained in exchange for new operating leases	130.9	90.1	96.6
Right-of-use assets obtained in exchange for new finance leases	47.2	26.6	37.5

Total remaining lease payments under both the Company's operating and finance leases are as follows:

	Operating Leases	Finance Leases
Fiscal Year	(in millions)	
2026	$ 163.6	$ 35.0
2027	135.7	26.1
2028	118.1	16.0
2029	97.9	4.6
2030	75.4	—
Thereafter	173.3	—
Total lease payments	$ 764.0	$ 81.7
Less: Amounts representing interest	$ (115.6)	$ (5.5)
Total lease liabilities	$ 648.4	$ 76.2

12. Stockholders' Equity

Common Stock Units—Common stock units are only redeemable for common stock. In the event of liquidation of the Company, holders of stock units are entitled to no greater rights than holders of common stock. See also Note 13.

13. Share-Based Payments

Defined Contribution Plans—Substantially all permanent domestic employees are eligible to participate in defined contribution plans provided by the Company. Under these plans, participants may make contributions into a variety of funds, including a fund that is fully invested in Company stock. Employees are not required to allocate any funds to Company stock; however, the Company does provide an annual Company match in AECOM shares. Employees may generally reallocate their account balances on a daily basis; however, employees classified as insiders are restricted under the Company's insider trading policy. Compensation expense for the employer contributions related to AECOM stock

issued under defined contribution plans during fiscal years ended September 30, 2025, 2024 and 2023 was $26.0 million, $24.7 million, and $23.1 million, respectively.

Stock Incentive Plans—Under the 2020 Stock Incentive Plan, the Company has up to 11.3 million securities remaining available for future issuance as of September 30, 2025. Stock options may be granted to employees and non-employee directors with an exercise price not less than the fair market value of the stock on the date of grant. Unexercised options expire seven years after date of grant.

The Company grants stock units to employees under its Performance Earnings Program (PEP), whereby units are earned and issued dependent upon meeting established cumulative performance objectives and vest over a three-year service period. Additionally, the Company issues restricted stock units to employees and directors which are earned based on service conditions. The grant date fair value of PEP awards and restricted stock unit awards is primarily based on that day's closing market price of the Company's common stock.

Restricted stock unit and PEP unit activity for the year ended September 30 was as follows:

	Restricted Stock Units	Weighted Average Grant-Date Fair Value	PEP Units	Weighted Average Grant-Date Fair Value
	(in millions)		(in millions)	
Outstanding at September 30, 2022	1.0	$ 53.05	0.7	$ 60.60
Granted	0.3	$ 83.64	0.2	$ 94.64
PEP units earned (unearned)	—	$ —	0.2	$ 43.19
Vested	(0.4)	$ 44.35	(0.4)	$ 43.19
Cancelled	(0.1)	$ 62.09	—	$ 71.71
Outstanding at September 30, 2023	0.8	$ 68.34	0.7	$ 75.54
Granted	0.3	$ 92.30	0.2	$ 104.66
PEP units earned (unearned)	—	$ —	0.2	$ 52.50
Vested	(0.3)	$ 50.14	(0.4)	$ 52.50
Cancelled	0.0	$ 77.32	—	$ 89.76
Outstanding at September 30, 2024	0.8	$ 83.96	0.7	$ 95.38
Granted	0.2	$ 110.65	0.2	$ 129.28
PEP units earned (unearned)	—	$ —	0.1	$ 85.46
Vested	(0.2)	$ 75.72	(0.3)	$ 85.46
Cancelled	(0.1)	$ 95.85	(0.1)	$ 109.53
Outstanding at September 30, 2025	0.7	$ 95.64	0.6	$ 109.74

Total compensation expense related to these share-based payments including stock options was $61.4 million, $61.5 million, and $45.9 million during the years ended September 30, 2025, 2024 and 2023, respectively. Unrecognized compensation expense related to total share-based payments outstanding as of September 30, 2025 and 2024 was $106.7 million and $68.7 million, respectively, to be recognized on a straight-line basis over the awards' respective vesting periods which are generally three years.

14. Income Taxes

Income before income taxes included income from domestic operations of $392.7 million, $233.0 million, and loss of $129.2 million for fiscal years ended September 30, 2025, 2024 and 2023 and income from foreign operations of $522.9 million, $485.2 million, and $342.6 million for fiscal years ended September 30, 2025, 2024 and 2023.

Income tax expense was comprised of:

	Fiscal Year Ended		
	September 30, 2025	September 30, 2024	September 30, 2023
	(in millions)		
Current:			
Federal	$ 88.9	$ 15.1	$ 67.7
State	26.4	(78.6)	71.9
Foreign	56.1	63.5	52.8
Total current income tax expense	171.4	—	192.4
Deferred:			
Federal	7.7	45.2	(71.8)
State	(6.5)	68.1	(84.3)
Foreign	31.4	39.6	19.8
Total deferred income tax expense (benefit)	32.6	152.9	(136.3)
Total income tax expense	$ 204.0	$ 152.9	$ 56.1

The major elements contributing to the difference between the U.S. federal statutory rate of 21% for fiscal years ended September 30, 2025, 2024 and 2023 and the effective tax rate are as follows:

	Fiscal Year Ended					
	September 30, 2025		September 30, 2024		September 30, 2023	
	Amount	%	Amount	%	Amount	%
	(in millions)					
Tax at federal statutory rate	$ 192.3	21.0 %	$ 150.8	21.0 %	$ 44.8	21.0 %
State income tax, net of federal benefit	16.1	1.8	(8.5)	(1.2)	(7.1)	(3.3)
Change in uncertain tax positions	46.7	5.1	18.6	2.6	9.4	4.4
Foreign residual income	41.9	4.6	43.8	6.1	59.4	27.8
Nondeductible costs	16.6	1.8	20.6	2.9	10.7	5.0
Tax rate changes	2.3	0.3	1.2	0.2	(3.2)	(1.5)
Audit settlement	1.4	0.1	0.5	0.1	1.9	0.9
Income tax credits and incentives	(59.5)	(6.5)	(63.5)	(8.8)	(68.2)	(31.9)
Legal entity restructuring	(20.1)	(2.2)	—	—	—	—
Exclusion of tax on non-controlling interests	(15.6)	(1.7)	(12.5)	(1.7)	(9.4)	(4.4)
Valuation allowance	(11.8)	(1.3)	(12.6)	(1.8)	16.6	7.8
Tax exempt income	(2.1)	(0.2)	(2.5)	(0.4)	(3.3)	(1.5)
Foreign tax rate differential	(1.1)	(0.1)	(2.8)	(0.4)	0.2	0.1
Return to provision	(0.5)	(0.1)	(3.7)	(0.5)	(0.5)	(0.2)
ACAP investment sale	—	—	20.2	2.8	—	—
Other items, net	(2.6)	(0.3)	3.3	0.4	4.8	2.1
Total income tax expense	$ 204.0	22.3 %	$ 152.9	21.3 %	$ 56.1	26.3 %

During fiscal 2025, the Company recorded a reserve of $47.0 million related to uncertain tax positions associated with federal and state tax credits claimed for years subject to examination by the tax authorities. The reserve reflects the Company's assessment that it is more likely than not that a portion of the credits may not be sustained under examination based on recent discussions and developments related to our ongoing audits.

During fiscal 2025, the Company recognized deferred tax assets of $20.1 million related to legal entity restructuring. The restructuring resulted in the recognition of deferred tax assets related to tax attributes that are expected to be utilized against future taxable income.

During fiscal 2024, the Company recorded an increase in tax benefit of $38.4 million related to state income taxes due to apportionment factor changes for fiscal years 2016 through 2023. This benefit was partially offset by an increase in tax expense of $23.0 million related to uncertain tax positions.

During fiscal 2024, the Company sold certain ACAP investments and recorded a reduction in valuation allowances of $21.0 million and a reduction in deferred tax assets of $20.2 million. In addition, the Company recorded a valuation allowance of $9.3 million related to the remaining ACAP investments.

During fiscal 2024, the Company approved a tax planning strategy and restructured certain operations in Canada which resulted in a release of a valuation allowance related to net operating losses and other deferred tax assets of $11.7 million.

During fiscal 2024, the Company settled its tax audit in Hong Kong for fiscal year 2011 through fiscal year 2021 and recorded a tax benefit of $6.9 million due primarily to changes in uncertain tax positions.

During fiscal 2023, valuation allowances in the amount of $21.0 million related to the ACAP impairment charge were established for the portion of the charge that is not expected to be realized.

The Company is currently under tax audit in several jurisdictions including the U.S. where its federal income tax returns for fiscal 2017 through 2020 are being examined by the IRS. Disputes can arise with tax authorities involving issues related to the timing of deductions, the calculation and use of credits, and the taxation of income in various tax jurisdictions because of differing interpretations or application of tax laws, regulations, and relevant facts. The IRS is currently auditing certain tax credits and the methodology for calculating the credits. We will continue to monitor developments related to the examination and will adjust the reserve as necessary based on changes in facts and circumstances, including the resolution of the audit.

Generally, the Company would reverse its valuation allowance in a particular tax jurisdiction if the positive evidence examined, such as projected and sustainable earnings or a tax-planning strategy that allows for the usage of the deferred tax asset, is sufficient to overcome significant negative evidence, such as large net operating loss carryforwards or a cumulative history of losses in recent years. In the United States, the valued deferred tax assets have a restricted life or use under relevant tax law. In addition, the Company is continually investigating tax planning strategies that, if prudent and feasible, may be implemented to realize a deferred tax asset that would otherwise expire unutilized. The identification and internal/external approval (as relevant) of such a prudent and feasible tax planning strategy could cause a reduction in the valuation allowance.

The deferred tax assets (liabilities) are as follows:

	Fiscal Year Ended	
	September 30, 2025	September 30, 2024
	(in millions)	
Deferred tax assets:		
Compensation and benefit accruals not currently deductible	$ 81.8	$ 85.4
Net operating loss carryforwards	99.2	107.5
Self-insurance reserves	66.6	38.3
Research and experimentation and other tax credits	34.3	67.1
Pension liability	23.5	34.9
Accrued liabilities	263.3	265.7
Capital loss carryforward	13.0	49.5
Partnership investment	15.5	22.3
Other	12.2	8.2
Total deferred tax assets	609.4	678.9
Deferred tax liabilities:		
Unearned revenue	(31.0)	(4.1)
Depreciation and amortization	(58.9)	(83.7)
Acquired intangible assets	(39.6)	—
Investment in subsidiaries	(9.8)	(9.9)
Right of use assets	(82.4)	(85.2)
Contingent consideration	—	(30.5)
Other	(3.3)	(5.4)
Total deferred tax liabilities	(225.0)	(218.8)
Valuation allowance	(157.1)	(160.9)
Net deferred tax assets	$ 227.3	$ 299.2

As of September 30, 2025, and 2024, the Company has available unused federal, foreign and state net operating loss (NOL) carryforwards of $700.7 million and $744.6 million, respectively, which expire at various dates over the next several years and capital loss carryforwards of $51.7 million and $181.2 million, respectively, which expire over the next five years; some foreign NOL carryforwards never expire. In addition, as of September 30, 2025, the Company has unused state and foreign research and development credits of $30.5 million and $0.2 million, respectively, and other credits of $3.7 million which expire at various dates over the next several years.

As of September 30, 2025, and 2024, gross deferred tax assets were $609.4 million and $678.9 million, respectively. The Company has recorded a valuation allowance of $157.1 million and $160.9 million as of September 30, 2025 and 2024, respectively, primarily related to foreign and state net operating loss carryforwards, capital loss carryforwards, tax credits and other deferred tax assets. The Company has performed an assessment of positive and negative evidence, including the nature, frequency, and severity of cumulative financial reporting losses in recent years, the future reversal of existing temporary differences, predictability of future taxable income exclusive of reversing temporary differences of the character necessary to realize the asset, relevant carryforward periods, taxable income in carry-back years if carry-back is permitted under tax law, and prudent and feasible tax planning strategies that would be implemented, if necessary, to protect against the loss of the deferred tax asset that would otherwise expire. Although realization is not assured, based on the Company's assessment, the Company has concluded that it is more likely than not that the remaining gross deferred tax asset (exclusive of deferred tax liabilities) of $452.3 million will be realized and, as such, no additional valuation allowance has been provided. The net decrease in the valuation allowance of $3.8 million is primarily attributable to a decrease in valuation allowances of $5.6 million related to the capital losses, and an increase in valuation allowances on foreign net operating losses and currency translation adjustments of $1.9 million.

Generally, the Company does not provide for U.S. taxes or foreign withholding taxes on gross book-tax differences in its non-U.S. subsidiaries because such basis differences of approximately $1.1 billion are able to and intended to be reinvested indefinitely. If these basis differences were distributed, foreign tax credits could become available

under current law to partially or fully reduce the resulting U.S. income tax liability. There may also be additional U.S. or foreign income tax liability upon repatriation, although the calculation of such additional taxes is not practicable.

As of September 30, 2025, and 2024, the Company had a liability for unrecognized tax benefits, including potential interest and penalties, net of related tax benefit, totaling $144.1 million and $97.9 million, respectively. The gross unrecognized tax benefits as of September 30, 2025 and 2024 were $129.6 million and $81.3 million, respectively, excluding interest, penalties, and related tax benefit. Of the $129.6 million, approximately $125.4 million would be included in the effective tax rate if recognized. A reconciliation of the beginning and ending amount of gross unrecognized tax benefits is as follows:

	Fiscal Year Ended	
	September 30, 2025	September 30, 2024
	(in millions)	
Balance at the beginning of the year	$ 81.3	$ 62.1
Gross increase in current period's tax positions	9.2	34.5
Gross increase in prior years' tax positions	47.0	13.9
Gross decrease in prior years' tax positions	(6.4)	(20.1)
Decrease due to settlement with tax authorities	—	(7.4)
Decrease due to lapse of statute of limitations	(1.3)	(2.2)
Gross change due to foreign exchange fluctuations	(0.2)	0.5
Balance at the end of the year	$ 129.6	$ 81.3

The Company classifies interest and penalties related to uncertain tax positions within the income tax expense line in the accompanying consolidated statements of operations. As of September 30, 2025, the accrued interest and penalties were $23.8 million and $3.2 million, respectively, excluding any related income tax benefits. As of September 30, 2024, the accrued interest and penalties were $27.7 million and $3.5 million, respectively, excluding any related income tax benefits.

The Company files income tax returns in numerous tax jurisdictions, including the U.S., and numerous U.S. states and non-U.S. jurisdictions around the world. The statute of limitations varies by jurisdiction in which the Company operates. Because of the number of jurisdictions in which the Company files tax returns, in any given year the statute of limitations in certain jurisdictions may expire without examination within the 12-month period from the balance sheet date.

While it is reasonably possible that the total amounts of unrecognized tax benefits could significantly increase or decrease within the next twelve months, an estimate of the range of possible change cannot be made.

15. Earnings Per Share

Basic earnings per share (EPS) excludes dilution and is computed by dividing net income attributable to AECOM by the weighted average number of common shares outstanding for the period. Diluted EPS is computed by dividing net income attributable to AECOM by the weighted average number of common shares outstanding and potential common shares for the period. The Company includes as potential common shares the weighted average dilutive effects of equity awards using the treasury stock method. For the periods presented, equity awards excluded from the calculation of potential common shares were not significant.

The following table sets forth a reconciliation of the denominators of basic and diluted earnings per share:

	Fiscal Year Ended		
	September 30, 2025	September 30, 2024	September 30, 2023
	(in millions)		
Denominator for basic earnings per share	132.4	135.5	138.6
Potential common shares	0.9	1.0	1.5
Denominator for diluted earnings per share	133.3	136.5	140.1

16. Other Financial Information

Accrued expenses and other current liabilities consist of the following:

	Fiscal Year Ended	
	September 30, 2025	September 30, 2024
	(in millions)	
Accrued salaries and benefits	$ 727.0	$ 620.4
Accrued contract costs	1,419.0	1,354.7
Other accrued expenses	344.5	410.6
	$ 2,490.5	$ 2,385.7

Accrued contract costs above include balances related to professional liability accruals of $893.7 million and $831.8 million as of September 30, 2025 and 2024, respectively. The remaining accrued contract costs primarily relate to costs for services provided by subcontractors and other non-employees. Liabilities recorded related to accrued contract losses were not material as of September 30, 2025 and 2024. The Company did not have material revisions to estimates for contracts where revenue is recognized using the input method during the twelve months ended September 30, 2025 and 2024. For the year ended September 30, 2025, the Company incurred restructuring and acquisition expenses of $59.4 million, which included labor-related costs of $32.0 million and non-labor costs of $27.3 million, of which $15.0 million was accrued and unpaid at September 30, 2025. For the year ended September 30, 2024, the Company incurred restructuring expenses of $98.9 million, which included labor-related costs of $18.7 million and non-labor costs of $80.2 million, of which $11.9 million was accrued and unpaid at September 30, 2024.

On September 10, 2025, the Company’s Board of Directors declared a quarterly cash dividend of $0.26 per share, which was paid on October 17, 2025 to stockholders of record as of the close of business on October 1, 2025. As of September 30, 2025, accrued and unpaid dividends totaled $37.6 million and were classified within other accrued expenses on the consolidated balance sheet. On November 18, 2025, the Company's Board of Directors declared a quarterly cash dividend of $0.31 per share. The dividend is payable on January 23, 2026 to stockholders of record as of the close of business on January 7, 2026.

17. Reclassifications out of Accumulated Other Comprehensive Loss

The accumulated balances and reporting period activities for the years ended September 30, 2025, 2024 and 2023 related to reclassifications out of accumulated other comprehensive loss are summarized as follows (in millions):

	Pension Related Adjustments	Foreign Currency Translation Adjustments	Loss on Derivative Instruments	Accumulated Other Comprehensive Loss
Balances at September 30, 2022	$ (217.3)	$ (799.3)	$ 36.9	$ (979.7)
Other comprehensive income (loss) before reclassification	(10.9)	59.6	10.7	59.4
Amounts reclassified from accumulated other comprehensive loss	2.2	—	(8.5)	(6.3)
Balances at September 30, 2023	$ (226.0)	$ (739.7)	$ 39.1	$ (926.6)

	Pension Related Adjustments	Foreign Currency Translation Adjustments	Loss on Derivative Instruments	Accumulated Other Comprehensive Loss
Balances at September 30, 2023	$ (226.0)	$ (739.7)	$ 39.1	$ (926.6)
Other comprehensive (loss) income before reclassification	(26.6)	93.2	(10.6)	56.0
Amounts reclassified from accumulated other comprehensive loss	0.6	—	(12.7)	(12.1)
Balances at September 30, 2024	$ (252.0)	$ (646.5)	$ 15.8	$ (882.7)

	Pension Related Adjustments	Foreign Currency Translation Adjustments	Loss on Derivative Instruments	Accumulated Other Comprehensive Loss
Balances at September 30, 2024	$ (252.0)	$ (646.5)	$ 15.8	$ (882.7)
Other comprehensive (loss) income before reclassification	(1.3)	(5.9)	4.8	(2.4)
Amounts reclassified from accumulated other comprehensive loss	1.9	—	(9.8)	(7.9)
Balances at September 30, 2025	$ (251.4)	$ (652.4)	$ 10.8	$ (893.0)

18. Commitments and Contingencies

The Company records amounts representing its probable estimated liabilities relating to claims, guarantees, litigation, audits and investigations. The Company relies in part on qualified actuaries to assist it in determining the level of reserves to establish for insurance-related claims that are known and have been asserted against it, and for insurance-related claims that are believed to have been incurred based on actuarial analysis, but have not yet been reported to the Company's claims administrators as of the respective balance sheet dates. The Company includes any adjustments to such insurance reserves in its consolidated results of operations. The Company's reasonably possible loss disclosures are presented on a gross basis prior to the consideration of insurance recoveries. The Company does not record gain contingencies until they are realized. In the ordinary course of business, the Company may not be aware that it or its affiliates are under investigation and may not be aware of whether or not a known investigation has been concluded.

In the ordinary course of business, the Company may enter into various arrangements providing financial or performance assurance to clients, lenders, or partners. Such arrangements include standby letters of credit, surety bonds, and corporate guarantees to support the creditworthiness or the project execution commitments of its affiliates, partnerships and joint ventures. The Company's unsecured credit arrangements are used for standby letters of credit issued in connection with general and professional liability insurance programs and for contract performance guarantees. At September 30, 2025 and 2024, these outstanding standby letters of credit totaled $899.4 million and $934.5 million, respectively. As of September 30, 2025, the Company had $367.4 available under these unsecured credit facilities. Performance arrangements typically have various expiration dates ranging from the completion of the project contract and extending beyond contract completion in some circumstances such as for warranties. The Company may also guarantee that a project, when complete, will achieve specified performance standards. If the project subsequently fails to meet guaranteed performance standards, the Company may incur additional costs, pay liquidated damages or be held responsible for the costs incurred by the client to achieve the required performance standards. The potential payment amount of an outstanding performance arrangement is typically the remaining cost of work to be performed by or on behalf of third parties. Generally, under joint venture arrangements, if a partner is financially unable to complete its share of the contract, the other partner(s) may be required to complete those activities.

At September 30, 2025, the Company was contingently liable in the amount of approximately $903.8 million in issued standby letters of credit and $5.6 billion in issued surety bonds primarily to support project execution.

In the ordinary course of business, the Company enters into various agreements providing financial or performance assurances to clients on behalf of certain unconsolidated partnerships, joint ventures and other jointly executed contracts. These agreements are entered into primarily to support the project execution commitments of these entities.

The Company's investment adviser jointly manages and sponsors the AECOM-Canyon Equity Fund, L.P. (the "Fund"), in which the Company indirectly holds an equity interest and has an ongoing capital commitment to fund investments. At September 30, 2025, the Company has capital commitments of $5.1 million to the Fund over the next three years

In addition, in connection with the investment activities of AECOM Capital, the Company provides guarantees of certain contractual obligations, including guarantees for completion of projects, limited debt repayment, environmental indemnity obligations and other lender required guarantees.

In February 2024, the Company was informed of a potential liability as one of the indemnitors on a divested business' surety bonds. The Company does not have sufficient information to determine the range of potential impacts; however, it is reasonably possible that the Company may incur additional costs related to these bonds.

In connection with the resolution of contingencies related to the sale of the civil infrastructure construction business, the Company agreed to act as an additional guarantor on the counterparty's existing debt, which was extended to March 2028.

19. Reportable Segments and Geographic Information

The Company manages its operations under three reportable segments according to their geographic regions and business activities. In identifying its reportable segments, the Company considered the financial information provided to its chief operating decision maker (CODM), who is the chief executive officer. The financial data is organized by geographic region and global business lines. The CODM uses this information to allocate resources and assess the performance of the segments primarily based on revenue less pass-through revenue and attributable earnings before interest, tax, and amortization expense along with forecasts, market activity, and other non-financial information. Information provided to the CODM for purposes of making operating decisions and evaluating segment performance excludes asset-related information. After considering various factors, including the development and utilization of financial data to the CODM, the Company concluded that identifying its operating segments by geography was consistent with the objectives of ASC 280-10. Certain operating segments have been aggregated based on similar characteristics, including long-term financial performance, the nature of services provided, internal process for delivering those services, and types of customers, to arrive at the Company's reportable segments. The Company's Americas reportable segment provides planning, consulting, architectural and engineering design services, and construction management services to public and private clients in the United States, Canada, and Latin America and is comprised of the Design and Consulting Services Americas and Construction Management operating segments. The Company's International reportable segment provides similar professional services to public and private clients in Europe and India, the Middle East and Africa, Asia, and Australia and New Zealand and is comprised of the operating segments in those geographic regions. The Company's AECOM Capital (ACAP) operating segment is its own reportable segment and primarily invests in and develops real estate projects. Certain expenses that are determined to be related to the Company as a whole are not deemed to be part of an operating segment but are reported within Corporate.

The following tables set forth summarized financial information concerning the Company's reportable segments:

Reportable Segments:	Americas	International	AECOM Capital	Total
($ in millions)				
Fiscal Year Ended September 30, 2025:				
Revenue	$ 12,525.9	$ 3,613.2	$ 0.5	$ 16,139.6
Subcontractor and other direct costs	(7,973.7)	(593.1)	—	(8,566.8)
Employee compensation expense	(3,089.4)	(2,286.1)	—	(5,375.5)
Equity in earnings (losses) of joint ventures	15.8	11.8	(0.6)	27.0
Other segment items	(609.7)	(424.4)	(8.9)	(1,043.0)
Earnings before income taxes and amortization	$ 868.9	$ 321.4	$ (9.0)	$ 1,181.3
Fiscal Year Ended September 30, 2024:				
Revenue	$ 12,485.7	$ 3,618.4	$ 1.4	$ 16,105.5
Subcontractor and other direct costs	(8,281.1)	(659.4)	—	(8,940.5)
Employee compensation expense	(2,929.0)	(2,234.4)	(2.7)	(5,166.1)
Equity in earnings (losses) of joint ventures	15.5	13.5	(26.9)	2.1
Other segment items	(514.9)	(427.4)	(12.3)	(954.6)
Earnings before income taxes and amortization	$ 776.2	$ 310.7	$ (40.5)	$ 1,046.4
Fiscal Year Ended September 30, 2023:				
Revenue	$ 10,975.7	$ 3,402.1	$ 0.7	$ 14,378.5
Subcontractor and other direct costs	(7,056.7)	(619.0)	—	(7,675.7)
Employee compensation expense	(2,729.9)	(2,134.5)	(5.9)	(4,870.3)
Equity in earnings (losses) of joint ventures	14.8	9.7	(303.9)	(279.4)
Other segment items	(482.3)	(421.7)	(6.7)	(910.7)
Earnings before income taxes and amortization	$ 721.6	$ 236.6	$ (315.8)	$ 642.4

Other segment items include rent expenses, depreciation, nonoperating income, and a deduction for earnings attributable to noncontrolling interests as well as other costs. The table below reconciles total segment attributable earnings before taxes and amortization to income from continuing operations before taxes:

	Fiscal Year Ended		
	September 30, 2025	September 30, 2024	September 30, 2023
	(in millions)		
Total segment attributable earnings before taxes and amortization	$ 1,181.3	$ 1,046.4	$ 642.4
Corporate general and administrative expenses	(148.9)	(145.1)	(141.0)
Restructuring and acquisition costs	(59.4)	(98.9)	(188.4)
Other income	(2.5)	2.1	(5.3)
Interest income	62.9	58.6	40.3
Interest expense	(184.3)	(185.4)	(159.3)
Amortization expense	(2.2)	(18.8)	(18.6)
Income attributable to noncontrolling interests from continuing operations	68.7	59.3	43.3
Income from continuing operations before taxes	$ 915.6	$ 718.2	$ 213.4

Reportable Segments:	Americas	International	AECOM Capital	Corporate and Assets Held for Sale	Total
			(in millions)		
Fiscal Year Ended September 30, 2025:					
Total assets	$ 7,866.9	$ 2,702.9	$ 41.6	$ 1,588.8	$ 12,200.2
Investments in unconsolidated joint ventures	44.0	56.6	37.5	—	138.1
Depreciation and amortization	(94.3)	(70.8)	—	(10.8)	(175.9)
Fiscal Year Ended September 30, 2024:					
Total assets	$ 7,988.1	$ 2,734.5	$ 53.2	$ 1,285.9	$ 12,061.7
Investment in unconsolidated joint ventures	34.1	61.1	42.9	—	138.1
Depreciation and amortization	(101.6)	(67.2)	—	(10.0)	(178.8)
Fiscal Year Ended September 30, 2023:					
Depreciation and amortization	(100.6)	(67.2)	—	(7.9)	(175.7)

Geographic Information:

Long-Lived Assets	Fiscal Year Ended September 30, 2025	September 30, 2024	September 30, 2023
		(in millions)	
Americas	$ 3,779.2	$ 3,315.3	$ 3,478.5
Europe, Middle East, India, Africa	1,025.5	872.9	803.5
Asia-Australia-Pacific	351.1	370.7	342.3
Total	$ 5,155.8	$ 4,558.9	$ 4,624.3

Long-lived assets consist of noncurrent assets excluding deferred tax assets.

20. Major Clients

No single client accounted for 10% or more of the Company's revenue in any of the past five fiscal years. Approximately 7%, 7%, and 5% of the Company's revenue was derived through direct contracts with agencies of the U.S. federal government in the years ended September 30, 2025, 2024 and 2023, respectively.

AECOM Technology Corporation

Schedule II: Valuation and Qualifying Accounts

(amounts in millions)

	Balance at Beginning of Year	Additions Charged to Cost of Revenue	Deductions[(a)]	Other and Foreign Exchange Impact	Balance at the End of the Year
Allowance for Doubtful Accounts					
Fiscal Year 2025	$ 87.9	$ 18.3	$ (20.6)	$ (0.8)	$ 84.8
Fiscal Year 2024	$ 94.2	$ 30.9	$ (38.7)	$ 1.5	$ 87.9
Fiscal Year 2023	$ 104.0	$ 40.9	$ (50.8)	$ 0.1	$ 94.2

(a) Primarily relates to accounts written-off and recoveries

ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

None.

ITEM 9A. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

Based on management's evaluation, with the participation of our Chief Executive Officer (CEO) and Chief Financial Officer (CFO), our CEO and CFO have concluded that our disclosure controls and procedures as defined in Rules 13a-15(e) and 15(d)-15(e) under the Securities Exchange Act of 1934, as amended (Exchange Act), were effective as of September 30, 2025 to ensure that information required to be disclosed by us in this Annual Report on Form 10-K or submitted under the Exchange Act is (i) recorded, processed, summarized and reported within the time periods specified in the Securities and Exchange Commission rules and forms, and (ii) accumulated and communicated to our management, including our principal executive and principal financial officer, as appropriate, to allow timely decisions regarding required disclosures.

Management's Report on Internal Control over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting. Internal control over financial reporting is defined in Rule 13a-15(f) or 15d-15(f) promulgated under the Securities Exchange Act of 1934, as amended, as a process designed by, or under the supervision of, the company's principal executive and principal financial officers and effected by the company's board of directors, management and other personnel, 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. Internal control over financial reporting includes those policies and procedures that (i) pertain to the maintenance of records that in reasonable detail accurately and fairly reflect the transactions and dispositions of the assets of the company; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Projections of any evaluation of the effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Our management, with the participation of our CEO and CFO, assessed the effectiveness of our internal control over financial reporting as of September 30, 2025, the end of our fiscal year. Our management based its assessment on criteria established in *Internal Control—Integrated Framework* (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission. Our management's assessment included evaluation and testing of the design and operating effectiveness of key financial reporting controls, process documentation, accounting policies, and our overall control environment.

Based on our management's assessment, our management has concluded that our internal control over financial reporting was effective as of September 30, 2025. Our management communicated the results of its assessment to the Audit Committee of our Board of Directors.

Our independent registered public accounting firm, Ernst & Young LLP, audited our financial statements for the fiscal year ended September 30, 2025 included in this Annual Report on Form 10-K, and has issued an audit report with respect to the effectiveness of the Company's internal control over financial reporting, a copy of which is included earlier in this Annual Report on Form 10-K.

Changes in Internal Control Over Financial Reporting

There were no changes in our internal control over financial reporting during the fiscal quarter ended September 30, 2025 identified in connection with the evaluation required by paragraph (d) of Rules 13a-15 and 15d-15 under the Exchange Act that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

ITEM 9B. OTHER INFORMATION

During the quarterly period ended September 30, 2025, no director or officer of the Company adopted or terminated a Rule 10b5-1 trading arrangement or a non-Rule 10b5-1 trading arrangement as each term is defined in Item 408(a) of Regulation S-K, except as follows:

Name and Title	Date of Adoption of Rule 10b5-1 Trading Plan	Scheduled Expiration Date of Rule 10b5-1 Trading Plan	Aggregate Number of Securities to Be Purchased or Sold
Lara Poloni, President	9/11/2025	12/31/2025	Sale of (i) the number of shares of common stock resulting from the vesting of 10,040 restricted stock awards and accrued dividend equivalents and (ii) the number of shares of common stock resulting from the vesting of Performance Earning Program awards (15,060 shares of common stock at target performance) and accrued dividend equivalents
David Gan, Chief Legal Officer	8/14/2025	02/09/2026	Sale of (i) 6,000 shares of common stock, (ii) the number of shares of common stock resulting from the vesting of 5,976 restricted stock awards and accrued dividend equivalents and (iii) the number of shares of common stock resulting from the vesting of Performance Earning Program awards (8,964 shares of common stock at target performance) and accrued dividend equivalents

ITEM 9C. DISCLOSURE REGARDING FOREIGN JURISDICTIONS THAT PREVENT INSPECTIONS

Not applicable.

PART III

ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE

Incorporated by reference from our definitive proxy statement for the 2026 Annual Meeting of Stockholders, to be filed within 120 days of our fiscal 2025 year end.

ITEM 11. EXECUTIVE COMPENSATION

Incorporated by reference from our definitive proxy statement for the 2026 Annual Meeting of Stockholders, to be filed within 120 days of our fiscal 2025 year end.

ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDERS MATTERS

Other than with respect to the information relating to our equity compensation plans, which is incorporated herein by reference to Part II, Item 5, “Equity Compensation Plans” of this Form 10-K, the information required by this item is incorporated by reference from our definitive proxy statement for the 2026 Annual Meeting of Stockholders, to be filed within 120 days of our fiscal 2025 year end.

ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE

Incorporated by reference from our definitive proxy statement for the 2026 Annual Meeting of Stockholders, to be filed within 120 days of our fiscal 2025 year end.

ITEM 14. PRINCIPAL ACCOUNTANT FEES AND SERVICES

Incorporated by reference from our definitive proxy statement for the 2026 Annual Meeting of Stockholders, to be filed within 120 days of our fiscal 2025 year end.

PART IV

ITEM 15. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES

(a) Documents filed as part of this report:

(1) The Company's Consolidated Financial Statements at September 30, 2025 and 2024 and for each of the three years in the period ended September 30, 2025 and the notes thereto, together with the report of the independent auditors on those Consolidated Financial Statements are hereby filed as part of this report.

(2) Financial Statement Schedule II—Valuation and Qualifying Accounts for the Years Ended September 30, 2025, 2024 and 2023.

(3) See Exhibits and Index to Exhibits, below.

(b) Exhibits.

Exhibit Number	Exhibit Description	Form	Incorporated by Reference (Exchange Act Filings Located at File No. 0-52423)		Filed Herewith
			Exhibit	Filing Date	
3.1	Amended and Restated Certificate of Incorporation of AECOM Technology Corporation.	10-K	3.1	11/21/2011	
3.2	Certificate of Amendment to Amended and Restated Certificate of Incorporation of AECOM Technology Corporation.	S-4	3.2	8/1/2014	
3.3	Certificate of Correction of Amended and Restated Certificate of Incorporation of AECOM Technology Corporation.	10-K	3.3	11/17/2014	
3.4	Certificate of Amendment to the Company's Certificate of Incorporation.	8-K	3.1	1/9/2015	
3.5	Certificate of Amendment to the Company's Certificate of Incorporation.	8-K	3.1	3/3/2017	
3.6	Certificate of Amendment to the Company's Certificate of Incorporation	10-Q	3.6	5/06/2025	
3.7	Third Amended and Restated Bylaws.	8-K	3.1	5/19/2023	
4.1	Form of Common Stock Certificate.	Form 10	4.1	1/29/2007	
4.2	Description of Registrant's Securities.	10-K	4.2	11/19/2020	
4.3	Indenture, dated as of July 22, 2025, by and among AECOM, the guarantors party thereto and U.S. Bank Trust Company, National Association, as trustee, including the form of Note as Exhibit A	8-K	4.1	7/2/2025	
4.4	Credit Agreement, dated as of October 17, 2014, among AECOM Technology Corporation and certain of its subsidiaries, as borrowers, certain lenders, Bank of America, N.A., as Administrative Agent, Swing Line Lender and L/C Issuer, MUFG Union Bank, N.A., BNP Paribas, JPMorgan Chase Bank, N.A., and the Bank of Nova Scotia, as Co-Syndication Agents, and BBVA Compass, Credit Agricole Corporate and Investment Bank, HSBC Bank USA, National Association, Sumitomo Mitsui Banking Corporation and Wells Fargo Bank, National Association, as Co-Documentation Agents.	8-K	10.1	10/17/2014	

Exhibit Number	Exhibit Description	Form	Incorporated by Reference (Exchange Act Filings Located at File No. 0-52423)		Filed Herewith
			Exhibit	Filing Date	
4.5	Amendment No. 1 to the Credit Agreement, dated as of July 1, 2015, by and among AECOM and certain of its subsidiaries, as borrowers, certain lenders, Bank of America, N.A., as Administrative Agent, Swing Line Lender and L/C Issuer.	8-K	10.1	7/7/2015	
4.6	Amendment No. 2 to Credit Agreement, dated as of December 22, 2015, among the Company, the Lenders party thereto, and Bank of America, N.A., as Administrative Agent, Swing Line Lender, and an L/C Issuer.	8-K	10.1	12/22/2015	
4.7	Amendment No. 3 to Credit Agreement and Amendment No. 1 to the Security Agreement, dated as of September 29, 2016, among the Company, the Lenders party thereto, and Bank of America, N.A., as Administrative Agent, Swing Line Lender, and an L/C Issuer.	8-K	10.1	9/30/2016	
4.8	Amendment No. 4 to Credit Agreement dated as of March 31, 2017, among the Company, the Lenders party thereto, and Bank of America, N.A., as Administrative Agent, Swing Line Lender, and an L/C Issuer.	8-K	10.1	4/6/2017	
4.9	Amendment No. 5 to Credit Agreement dated as of March 13, 2018, among AECOM, the Lenders party thereto, and Bank of America, N.A., as Administrative Agent, Swing Line Lender, and an L/C Issuer.	8-K	10.1	3/14/2018	
4.10	Amendment No. 6 to Credit Agreement, dated as of November 12, 2018, among AECOM, the Lenders party thereto, and Bank of America, N.A., as Administrative Agent, Swing Line Lender, and an L.C. Issuer.	10-K	4.21	11/13/2018	
4.11	Amendment No. 7 to Credit Agreement, dated as of January 28, 2020, by and among AECOM, each borrower and guarantor party thereto, the lenders party thereto, and Bank of America, N.A, as administrative agent.	8-K	10.1	2/3/2020	
4.12	Amendment No. 8 to the Credit Agreement, dated as of May 1, 2020, by and among AECOM, each borrower and guarantor party thereto, the lenders party thereto, and Bank of America, N.A., as of administrative agent.	10-Q	10.3	5/6/2020	
4.13	2021 Refinancing Amendment to Credit Agreement, dated as of February 8, 2021, by and among AECOM, each borrower and guarantor party thereto, the lenders party thereto, and Bank of America, N.A., as administrative Agent.	10-Q	10.2	2/10/2021	
4.14	Amendment No. 10 to Credit Agreement, dated as of April 13, 2021, by and among AECOM, each borrower and guarantor party thereto, the lenders party thereto, and Bank of America, N.A., as administrative Agent.	8-K	10.1	4/13/2021	
4.15	Amendment No. 11 to Credit Agreement, dated as of June 25, 2021, by and among AECOM, each borrower and guarantor party thereto, the lenders party thereto, and Bank of America, N.A., as administrative Agent.	8-K	10.1	6/25/2021	
4.16	Amendment No. 12 to the Credit Agreement, dated as of May 23, 2023, by and among AECOM and Bank of America, N.A., as Administrative Agent.	10-Q	10.1	8/9/2023	

Exhibit Number	Exhibit Description	Form	Incorporated by Reference (Exchange Act Filings Located at File No. 0-52423)		Filed Herewith
			Exhibit	Filing Date	
4.17	Amendment No. 13 to Credit Agreement, dated as of May 23, 2023, by and among AECOM and the lenders party thereto, and Bank of America, N.A., as Administrative Agent.	10-Q	10.2	8/9/2023	
4.18	Amendment No. 14 to Credit Agreement, dated as of April 19, 2024, by and among AECOM, the other Borrowers and Guarantors party thereto, the Lenders party thereto and Bank of America, N.A., as Administrative Agent, Swing Line Lender and an L/C Issuer.	8-K	10.1	4/25/2024	
4.19	Amendment No. 15 to Credit Agreement, dated as of October 29, 2024, by and among AECOM, certain of its subsidiaries as Guarantors, the Lenders party thereto, and Bank of America, N.A., as Administrative Agent.	10-K	4.21	11/19/2024	
10.1#	AECOM Technology Corporation Change in Control Severance Policy for Key Executives.	10-Q	10.1	2/7/2018	
10.2#	Amended and Restated 2006 Stock Incentive Plan.	Schedule 14A	Annex B	1/21/2011	
10.3#	Form of Stock Option Standard Terms and Conditions under 2006 Stock Incentive Plan.	8-K	10.1	12/5/2008	
10.4#	AECOM Amended & Restated 2016 Stock Incentive Plan.	Schedule 14A	Annex B	1/19/2017	
10.5#	Form Standard Terms and Conditions for Non-Qualified Stock Options under the 2016 Stock Incentive Plan.	10-Q	10.6	5/11/2016	
10.6#	Amended and Restated AECOM Executive Deferred Compensation Plan	10-Q	10.3	2/4/2025	
10.7#	AECOM Technology Corporation Executive Incentive Plan.	Schedule 14A	Annex A	1/22/2010	
10.8#	Form of Special LTI Award Stock Option Terms and Conditions under the 2006 Stock Incentive Plan.	8-K	10.2	3/12/2014	
10.9#	AECOM Retirement & Savings Plan (amended and restated effective July 1, 2016).	10-Q	10.1	8/10/2016	
10.10#	AECOM Amended and Restated Employee Stock Purchase Plan.	DEF 14A	Annex A	1/23/2019	
10.11#	AECOM 2020 Stock Incentive Plan.	DEF 14A	Annex A	1/23/2020	
10.12#	Letter Agreement between AECOM and W. Troy Rudd dated June 13, 2020.	10-Q	10.1	8/5/2020	
10.13#	Senior Leadership Severance Plan.	10-Q	10.3	8/5/2020	
10.14#	Form Standard Terms and Conditions for Performance Earnings Program under the 2020 Stock Incentive Plan (Fiscal Year 2023).	10-Q	10.1	2/7/2023	
10.15#	Form Standard Terms and Conditions for Restricted Stock Units under the 2020 Stock Incentive Plan (Fiscal 2023)	10-Q	10.2	2/7/2023	
10.16#	Form Standard Terms and Conditions for Performance Earnings Program under the 2020 Stock Incentive Plan (Fiscal Year 2024).	10-Q	10.1	2/7/2024	
10.17#	Form Standard Terms and Conditions for Restricted Stock Units under the 2020 Stock Incentive Plan (Fiscal 2024)	10-Q	10.2	2/7/2024	

Exhibit Number	Exhibit Description	Form	Incorporated by Reference (Exchange Act Filings Located at File No. 0-52423)		Filed Herewith
			Exhibit	Filing Date	
10.18#	Employment Agreement, dated March 1, 2023, by and between AECOM and Lara Poloni.	10-Q	10.1	5/9/2023	
10.19#	Form Standard Terms and Conditions for Performance Earnings Program under the 2020 Stock Incentive Plan (Fiscal Year 2025).	10-Q	10.1	2/4/2025	
10.20#	Form Standard Terms and Conditions for Restricted Stock Units under the 2020 Stock Incentive Plan (Fiscal Year 2025).	10-Q	10.2	2/4/2025	
19.1	Insider Trading Policy.	10-K	19.1	11/19/2024	
21.1	Subsidiaries of AECOM.				X
23.1	Consent of Independent Registered Public Accounting Firm.				X
31.1	Certification of the Company's Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.				X
31.2	Certification of the Company's Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.				X
32*	Certification of the Company's Chief Executive Officer and Chief Financial Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.				X
97.1	AECOM Policy for Recovery of Erroneously Awarded Compensation.	10-K	97.1	11/19/2024	
101	The following financial statements from the Company's Annual Report on Form 10-K for the year ended September 30, 2025 were formatted in iXBRL (Inline eXtensible Business Reporting Language): (i) Consolidated Balance Sheets, (ii) Consolidated Statements of Operations, (iii) Consolidated Statements of Comprehensive Income (Loss), (iv) Consolidated Statements of Stockholders' Equity, (v) Condensed Consolidated Statements of Cash Flows, and (vi) the Notes to Condensed Consolidated Financial Statements, tagged as blocks of text and including detailed tags.				X
104	The cover page from the Company's Annual Report on Form 10-K for the year ended September 30, 2025, formatted in Inline XBRL.				X

Management contract or compensatory plan or arrangement.

* Document has been furnished and not filed.

ITEM 16. FORM 10-K SUMMARY

None.

SIGNATURE

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

AECOM

By: /s/ GAURAV KAPOOR
Gaurav Kapoor
Chief Financial Officer
(Principal Financial Officer)

Date: November 18, 2025

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the Registrant in the capacities and on the date indicated.

Signature	Title	Date
/s/ TROY RUDD Troy Rudd	Chairman and Chief Executive Officer (Principal Executive Officer)	November 18, 2025
/s/ GAURAV KAPOOR Gaurav Kapoor	Chief Financial Officer (Principal Financial Officer, Principal Accounting Officer)	November 18, 2025
/s/ BRADLEY W. BUSS Bradley W. Buss	Director	November 18, 2025
/s/ DEREK J. KERR Derek J. Kerr	Director	November 18, 2025
/s/ KRISTY PIPES Kristy Pipes	Director	November 18, 2025
/s/ DOUGLAS W. STOTLAR Douglas W. Stotlar	Director	November 18, 2025
/s/ DANIEL R. TISHMAN Daniel R. Tishman	Director	November 18, 2025
/s/ SANDER VAN'T NOORDENDE Sander van't Noordende	Director	November 18, 2025
/s/ GEN. JANET C. WOLFENBARGER, USAF RET. Gen. Janet C. Wolfenbarger, USAF Ret.	Director	November 18, 2025

EXHIBIT 21.1

AECOM Global, LLC, a Delaware Limited Liability Company
AECOM Global II LLC, a Delaware Limited Liability Company AECOM,
C&E, Inc., a Delaware Corporation
AECOM CM Holdings, Inc.
AECOM Technical Services, Inc., a California Corporation
AECOM USA, Inc., a New York Corporation
AECOM Asia Company Limited*
AECOM Canada Ltd*
AECOM South Africa Group Holdings (Pty) Ltd*
AECOM Design Build Limited*
AECOM Global Ireland Services Limited*
AECOM Infrastructure & Environment UK Limited*
Hunt Construction Group Inc., an Indiana Corporation
URS Holdings, Inc., a Delaware Corporation
URS Corporation, a Nevada Corporation
URS Group, Inc. a Delaware Corporation
URS Corporation—Ohio, an Ohio Corporation
URS Global Holdings Inc., a Nevada Corporation
AECOM Intercontinental Holdings UK Limited*
The Earth Technology Corporation (USA)
Tishman Construction Corporation, a Delaware Corporation
Tishman Construction Corporation of New York, a Delaware Corporation

*Foreign

EXHIBIT 23.1

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in the following Registration Statements (Form S-8 Nos. 333-167047, 333-142070, 333-237237, 333-199453, 333-208964, 333-209890, 333-216442, and 333-230214) pertaining to various stock incentive, purchase and retirement plans of AECOM of our reports dated November 18, 2025, with respect to the consolidated financial statements and schedule of AECOM and to the effectiveness of internal control over financial reporting of AECOM included in this Annual Report (Form 10-K) of AECOM for the year ended September 30, 2025.

/s/ Ernst & Young LLP
Dallas, Texas
November 18, 2025

EXHIBIT 31.1

Certification Pursuant to
Rule 13a-14(a)/15d-14(a)

I, Troy Rudd, certify that:

1. I have reviewed this Annual Report on Form 10-K of AECOM;

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.

Dated: November 18, 2025

/s/ TROY RUDD

Troy Rudd
Chief Executive Officer
(Principal Executive Officer)

EXHIBIT 31.2

Certification Pursuant to
Rule 13a-14(a)/15d-14(a)

I, Gaurav Kapoor, certify that:

1. I have reviewed this Annual Report on Form 10-K of AECOM;

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.

Dated: November 18, 2025

/s/ GAURAV KAPOOR

Gaurav Kapoor
Chief Financial Officer
(Principal Financial Officer)

EXHIBIT 32

Certification Pursuant to
18 U.S.C. Section 1350

In connection with the Annual Report of AECOM (the "Company") on Form 10-K for the fiscal year ended September 30, 2025 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), we, W. Troy Rudd, Chief Executive Officer of the Company, and Gaurav Kapoor, Chief Financial Officer of the Company, hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to our knowledge:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ TROY RUDD

Troy Rudd
Chief Executive Officer
November 18, 2025

/s/ GAURAV KAPOOR

Gaurav Kapoor
Chief Financial Officer
November 18, 2025

Affiliates of AECOM USA, Inc.

Entity Name
AECOM Architects, P.C.
AECOM Argentina S.A.
AECOM C&E, Inc.
AECOM CM Holdings, Inc.
AECOM Design Services, Inc.
AECOM Field Services, LLC
AECOM INGENIERIA S.A. de C.V.
AECOM Louisiana, a Professional Corporation
AECOM Services of DC, LLC
AECOM Services of Illinois, Inc.
AECOM Services of Michigan, Inc.
AECOM Services of Ohio, Inc.
AECOM Services of PA, Inc.
AECOM Services, LLC
AECOM USA, Inc.
ATC Architecture, Inc.
Davis Langdon, Inc.
DEGW North America Limited LLC
DMJM International
Earth Tech Environment & Infrastructure Inc.
Economics Research Associates
EDAW, Inc.
Environmental Management and Planning Solutions, LLC
Grupo Rust International de Venezuela, C.A.
NEWPORT WATER SERVICES LLC
Supervision Infraestructura Aeroportuaria S.A. de C.V.

Subsidiaries of AECOM USA, Inc.

Entity Name
AECOM Architects & Engineers (NJ), Inc.
AECOM CARIBE, L.L.P.
AECOM INGENIERIA S.A. de C.V.
AECOM Libya Housing and Infrastructure, Inc.
AECOM Pacific, Inc.
AECOM USA of Massachusetts, Inc.
AECOM USA of Michigan, Inc.
ATC Architecture, Inc.
Consoer Townsend Envirodyne Engineers of Indiana, Inc.
DIT-Harris, S.A.
DMJM Aviation, Inc.
DMJM, Inc.
DMJM+HARRIS CANADA INC.
Egis-Semaly, Inc.
Frederic R. Harris, Inc.
Lim & Nascimento Engineering Corporation
Material Testing Services, Inc.
Metcalf & Eddy of Ohio, Inc.
P&D Consultants, Inc.
Planeacion de Recursos Cientificos S.A. DE C.V.
The Ellerbe Becket Company, LLC
Urbitran Architectural/Engineering Group, Inc.
Urbitran Architectural/Engineering Group, PLLC

URS Corporation
URS Group, Inc.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/01/2026

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
Marsh Risk & Insurance Services
CA License #0437153
633 W. Fifth Street, Suite 1200
Los Angeles, CA 90071
Attn: LosAngeles.CertRequest@Marsh.Com

CN101348564-STND-GAUE-26-27 12 2024

CONTACT NAME: Marsh | U.S. Operations
PHONE (A/C, No, Ext): 866-966-4664 **FAX (A/C, No):** 212-948-0533
E-MAIL ADDRESS: LosAngeles.CertRequest@marsh.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ACE American Insurance Company	22667
INSURER B : N/A	N/A
INSURER C : Illinois Union Insurance Co	27960
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
AECOM
AECOM USA, Inc.
605 3rd Avenue, 2nd Floor
New York, NY 10158

COVERAGES **CERTIFICATE NUMBER:** LOS-002436895-39 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			[redacted]	04/01/2026	04/01/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			[redacted]	04/01/2026	04/01/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
A A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N N/A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below			[redacted]	04/01/2026 04/01/2026	04/01/2027 04/01/2027	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	ARCHITECTS & ENG. PROFESSIONAL LIAB.			[redacted]	04/01/2026	04/01/2027	Per Claim/Agg Defense Included	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Contract Number: C011506; New York State Department of Environmental Conservation Design-Build Professional Consulting Services Contract

The State of New York, NYS Department of Environmental Conservation, its officers, agents and employees, Bureau of Contract and Grant Development and Nassau County, and its officers, agents and employees are named as additional insured for GL & AL coverages, but only as respects work performed by or on behalf of the named insured and where required by written contract. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and where required by written contract with respect to the GL & AL coverages.

CERTIFICATE HOLDER

Nassau County
and its officers, agents and employees
59-1550 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

Marsh Risk & Insurance Services

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NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only) AECOM USA, Inc. 125 Broad Street, 14th Floor New York, NY 10004 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	1b. Business Telephone Number of Insured 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number [redacted]
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Nassau County Department of Public Works 1194 Prospect Avenue Minecia, NY 11501 Contract: S35121-03C	3a. Name of Insurance Carrier ACE American Insurance Company 3b. Policy Number of Entity Listed in Box "1a" [redacted] 3c. Policy effective period 04/01/2026 to 04/01/2027 3d. The Proprietor, Partners or Executive Officers are ■ included. (Only check box if all partners/officers included) ☐ all excluded or certain partners/officers excluded.

This certifies 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, 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 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: JoAnn Reynolds
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: [signature] 04/10/2026
(Signature) (Date)

Title: Asst. Vice President

Telephone Number of authorized representative or licensed agent of insurance carrier: 302.476.6807

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.

CERTIFICATE OF INSURANCE COVERAGE
NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS Disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only)

AECOM USA, INC.
605 3RD AVENUE
NEW YORK, NY 10158

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*

125 Broad St. 14th Floor
New York, NY 10004

1b. Business Telephone Number of Insured

208-863-2554

1c. Federal Employer Identification Number of Insured or Social Security Number

[redacted]

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)

Nassau County
59-1550 Franklin Avenue
Mineola, NY 11501

3a. Name of Insurance Carrier

HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY

3b. Policy Number of Entity Listed in Box 1a

[redacted]

3c. Policy effective period

01-01-2026 to 12-31-2026

4. Policy provides the following benefits:

- [X] **A. Both disability and Paid Family Leave benefits.**
- [ ] **B. Disability benefits only.**
- [ ] **C. Paid Family Leave benefits only.**

5. Policy covers:

- [X] **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 **12-04-2025** **By** *Elizabeth Tello*

(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)

Telephone Number (212) 553-8074 Name and Title: ELIZABETH TELLO – ASSISTANT DIRECTOR, STATUTORY 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 emailed to PAU@wcb.ny.gov or it can 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 4B, 4C or 5B have 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 (Article 9 of the Workers' Compensation Law) with respect to all of their 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.***

[redacted]

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Office of the County Executive

Att: Arthur T. Walsh, Chief Deputy County Executive

FROM: Department of Public Works

DATE: March 24, 2026

SUBJECT: Authorization to Amend Professional Service Agreement with AECOM
Design-Build Professional Consulting Services for the Bay Park Conveyance Project
DEC Contract No. C011506
Encumbrance No.: CFPW19000031

This Department is requesting approval to amend the existing personal services agreement C011506 with the consulting firm AECOM. The amendment is necessary to continue with the design-related construction services for the above-mentioned project. Additional funds in the amount of $8,523000.00 and a 2-year extension of contract term are being requested under as described below.

At the time the Conveyance Project was conceived, it was determined that the project would benefit in terms of both cost and schedule if the Design Build delivery method was to be utilized. At that time, only the State had the authority to execute Design Build project delivery for public projects, the NYSDEC Project Team in charge of the contract required a consultant to assist them in administering the contract as the Owner's Representative. The Conveyance Project is essentially a County project under a State contract with funding derived from the County. Therefore, the State is executing an amendment for the subject contract, and the County must execute their own amendment to encumber additional funds. This structure was agreed upon by the County and State and formalized by Cooperative Agreement No. CA10732, execute January 11, 2018. The State contract limits the number of the addenda to two (2).

AECOM has been providing project management services for the subject project since December 9, 2019. The initial fee for the contract was $16,630,000.00 and the term was for five years. Addendum 1 extended the contract duration by two (2) years from December 8, 2024 to December 8, 2026; and provided additional funds in the amount of $4,000,000.00. The initial contract was procured by NYSDEC via a qualifications-based process and the price negotiated based on an estimate of hours and specific labor rates and multipliers.

Over the course of the Project, construction delays attributed to the design-builders schedule changes negatively impacted and delayed the Mechanical and Substantial Completion dates. These project delays to the design-builders schedule directly impacted on AECOM's contract requiring full staff levels to continue to assist the State in delivery of the project which resulted in exhausting their budget prior to the expiration of Amendment 1. Although the Mechanical Completion was declared on January 16, 2026, the Substantial and Final Completion dates are being pushed out with each schedule update. The new Final Acceptance date is December 2028.

Due to these delays, AECOM's full staff levels are assumed to be maintained through November 30, 2027, and staffing reductions through December 8, 2028 to provide support through the final completion period, including additional assigned work such as the in pipe testing (Smartball technology) necessary to perform in-service wastewater pipeline leak and air pocket detection tests, outfall inspection, testing and commissioning process. The full staff approach and the new Final Acceptance date of December 2028 provides budget and time contingency since the contract cannot be amended a third time by the State.

Based on the above, AECOM and NYSDEC have requested an adjustment to the contract fee and term based on the noted changes in scope and schedule as per the attached NYSDEC and AECOM correspondence. The Department is in agreement with this request and proposes to execute an amendment to reflect these changes. The additional amount to be encumbered under Amendment No. 2 is $8,523,000.00. The end date of the contract is to be extended by two (2) years from December 9, 2026 to December 9, 2028.

SUBJECT: Authorization to Amend Professional Service Agreement with AECOM
Design-Build Professional Consulting Services for the Bay Park Conveyance Project
DEC Contract No. C011506
Encumbrance No.: CFPW19000031

In summary, the Department desires to increase the contract amount by **$8,523,000.00** to a new maximum contract amount of **$29,153,000.00**; and to extend the term of the agreement by an additional 2 years.

Funding is available under Capital Project S3B116 as part of the Project NYSEFC SRF financing agreement.

Please signify below if you approve or disapprove of our recommendation, after which we will implement the next appropriate Departmental procedures.

Joseph J Pecora P.E.

for Michael Kwaschyn, PE
Commissioner

MK:PA:rp
Attachments
c: Pasquale Assalone, PE, Director of Environmental Engineering
Christopher Vella, Project Manager III
Loretta Dionisio, Assistant to Deputy Commissioner
Eric Mills, Anna Walsh, Hazen/Arcadis JV
Maryanne Dioquino, Hazen/Arcadis JV

APPROVED:

3/25/26
Arthur T. Walsh Date
Deputy County Executive

DISAPPROVED:

Arthur T. Walsh Date
Deputy County Executive

NEW YORK STATE | Department of Environmental Conservation

KATHY HOCHUL
Governor

AMANDA LEFTON
Commissioner

Via Email February 10, 2026

Christopher Vella
Project Manager III
Nassau County Department of Public Works
1194 Prospect Avenue
Westbury, New York 11590

RE: Bay Park Conveyance Project (Project)
AECOM Contract No. C011506, Amendment No. 2

Dear Christopher Vella,

This letter is written in response to Nassau County's request for a copy of AECOM's letter requesting this second amendment to the above referenced Contract and to provide further clarification of the Department's rationale for approving the funding and term of this second amendment to the AECOM Contract No. C011506 (the "Contract"). Enclosed please find AECOM's original request for Amendment No. 2 dated October 24, 2025.

AECOM's letter explains the basis of the cost estimate of the first amendment to its Contract and how it will be exhausted prior to its expiration in December 2026. It is important to note that at the time AECOM submitted its request, UCD No. 33 Mechanical Completion, had not been issued nor contemplated. Further, the Department recognizes that based upon monthly schedule updates from the Design Builder where the Mechanical Completion and Substantial Completion milestones were being pushed out further each month, it was necessary to work backwards from the new Final Acceptance date (December 2028) to estimate how long full capacity support by AECOM would be necessary under the hypothetical that the full two year extension would be necessary, plus the estimated cost of implementing the Smartball technology through the conveyance pipe. This methodology provides greater assurance that sufficient capacity is in place regardless of design-builder delays.

In addition to the summary in my January 23rd letter, the Department offers the following to further explain the increased cost of Amendment No. 2. To understand the increase in cost it is important to recognize why the assumptions in the first two budgets did not match the actual project delivery conditions. The base contract budget as well as the Amendment No. 1 budget assumed that Mechanical Completion would be achieved in accordance with the Design-Builder's schedule. More importantly, it assumed that as of Mechanical Completion most submittals and all major construction activities outside minor restoration efforts would be complete. In both instances the date of the previously assumed Mechanical Completion date had passed, but the Design-Builder was still far from achieving Mechanical Completion or scaling back the workload that the Owners'

Representative must review, oversee, coordinate, inspect or otherwise dedicate effort towards.

Amendment #2 is based upon experience from the project over the past five years and knowledge of the outstanding work. Although Mechanical Completion was declared on January 16, 2026, we know that a minimum of 150 submittals from the Design Builder are outstanding. Presently, there are no approved O&M manuals, training materials, as-built drawings, warranties, or closed permits. There also remains physical work by the Design Builder required at both plants and multiple locations along the alignment; and significant testing needs to be performed. With the abundance of work remaining to be performed by the Design Builder, including Extra Work which has yet to begin, AECOM, as Owners' Representative, needs to maintain current staffing levels. While the project schedule may currently project a Substantial Completion date in July of 2026, each monthly schedule submission has delayed that date.

The proposed budget in Amendment No. 2 forecasts full staffing levels remain through November 30, 2027, and staffing reductions through December 8, 2028. The first rationale to these durations is the explicit and limited Contract allowance of one additional two-year extension (i.e.: the Contract cannot be amended a third time). By exercising the maximum duration of full staffing levels, it provides sufficient budget to account for additional assigned work such as the Smartball technology test, outfall inspections, or other necessary services we may encounter through the testing and commissioning process. While the timeline may seem excessive, unforeseen conditions, design changes, and contractor delays have frequently delayed anticipated completion dates.

The proposed timeline and budget allow AECOM to accommodate those delays without the need for another amendment as well as address any services allowable under the contract but not anticipated at this time. It is very important to note that this is not a lump sum fee but rather a Maximum Allowable Price. Only services required, under the duration necessary, will be billed. It is our full intent to complete the project as soon as possible and only bill the minimum necessary under this agreement to complete the project and close the contract.

In consideration of the above and my previous letter, I hereby continue to confirm that Amendment No. 2 for C015506 as presented to Nassau County is necessary and consistent with the Cooperative Agreement executed between NYSDEC and Nassau County to support the Bay Park Conveyance Project in accordance with the requirements of the Agreement between NYSDEC and Nassau County, DEC Index No: CO 1-20170626-244.

If you should have any additional questions regarding this Amendment No. 2, please feel free to contact me at Andrew.Fera2@dec.ny.gov.

Sincerely,

Andy Fera

Andy Fera, P.E.
Project Director

W/encl.

ec: Serge Nepo, Colleen Mullaney-Westfall - NYSDEC
Aimee Boulet, Marc Gluberman – Owner's Representative
Jane Houdek - Nassau County
Maryanne Dioquino, Eric Mills – PMJV

AECOM
605 Third Avenue
New York, NY 10158
www.aecom.com

October 24, 2025

Mr. Andy Fera, P.E.
Project Director
New York State Department of Environmental Conservation
Office of Water Resources, Deputy Commissioner
625 Broadway, 14th Floor
Albany, New York 12233-1010

Subject: DEC Contract No. C011506; County No. 19000031
Design-Build Professional Consulting Services for the Bay Park Conveyance Project
Request for Contract Amendment No. 2

Dear Mr. Fera:

Following our discussions with DEC, we are submitting a Request for Contract Amendment No. 2 for DEC Contract No. C011506 for review and approval. This Amendment proposes an increase in the budget by $8,523,000 and a two-year extension of the Contract. In accordance with Article 2 of the Contract, which allows for the option to extend the term for up to two consecutive two-year periods (totaling four years) if the DEPARTMENT deems such continuation necessary, AECOM is requesting the second two-year contract extension. The first extension was approved under Amendment No. 1 and extended the contract from December 8, 2024 to December 8, 2026. This second request will extend the contract to December 8, 2028.

Background and Rationale:
On March 12, 2025, the New York State Comptroller approved Contract Amendment No. 1 for DEC Contract No. C011506. Initially signed by AECOM on May 28, 2024, Amendment No. 1 was based on Schedule Update 37, which established Project Mechanical Completion Date of January 7, 2025. It should be noted that Amendment No. 1 assumed that AECOM would begin scaling back key resources on January 7, 2025, upon the Project achieving Mechanical Completion. However, the delays in achieving Mechanical Completion, as reflected in subsequent Contactor schedule updates, necessitated that AECOM maintain current staffing levels to support ongoing Project requirements.

Following Schedule Update 42 which revised the Project Mechanical Completion Date to May 16, 2025, Amendment No. 1 was re-signed by AECOM on November 12, 2024. Despite these updates, the monthly Schedule Updates provided by the Design-Builder have continued to shift the Mechanical Completion milestone. These project delays to the design-builders schedule directly impact AECOM's contract as our staff continue to assist the Department in delivery of the project. Our latest assessments, based on progress through late October 2025, forecast Mechanical Completion by July 2027 with Final Acceptance in April 2027. While we strive to complete the project as soon as possible, the project's critical path continues to be delayed due to the design-builders slow progress with Rockwell Automation regarding the removal of Variable Frequency Drive interlocks.

Resource and Cost Allocation:
On May 30, 2025, DEC approved a Funding Distribution for Amendment No. 1 based on AECOM's May 27, 2025 Budget Distribution Letter. That Letter confirmed the allocation of key staff resources necessary to support reaching the Mechanical Completion Milestone. However, the projected supporting costs are

expected to exhaust the Amendment No. 1 budget by March 30, 2026, necessitating additional funding. The proposed resource allocation for Amendment No. 2 maintains the current resource levels.

Project Delays and Revised Schedule:
The Mechanical Completion date now significantly exceeds the Milestone Date considered during the preparation of Amendment No. 1. Ongoing delays due to existing conditions, contractor delays, and start-up challenges have contributed to the current situation. AECOM has therefore adopted a conservative approach to project scheduling. We now anticipate the following timeline leading to contract closeout.

- A 6-month period from Mechanical Completion to Substantial Completion.
- A subsequent 3-month period from Substantial Completion to Final Acceptance.
- An additional 3-month period from Final Acceptance to Contract Closeout.

Under these assumptions, the latest feasible date for Mechanical Completion is December 8, 2027, with Contract Closeout forecast by December 8, 2028. Since Contract Amendment No. 1 is set to expire on December 8, 2026, a two-year contract extension will be required.

Role	**Key Staff**	***FTE through Mechanical Completion***	***FTE from Mechanical Completion to Substantial Completion***	***FTE from Substantial Completion to Final Acceptance***	***FTE from Final Acceptance to Contract Closeout***
	Start	*4/1/2026*	*12/1/2027*	*6/1/2028*	*9/1/2028*
	End	*11/30/2027*	*5/31/2028*	*8/31/2028*	*12/8/2028*
AECOM					
Senior Program Engineer	Aimee Boulet	0.25	0.25	0.25	0.25
Project Controls/Claims	Ron Pelekanos	0.80	0.80	0.80	0.50
Project Deputy Engineer	Marc Gluberman	1.00	1.00	1.00	0.50
Construction Quality Manager	Richard Redmond	1.00	0.75	0.10	-
Staff Engineer	Purnima Prasad	1.00	1.00	0.50	0.25
Submittals Reviewer	Eric Janssen	1.00	1.00	0.50	0.25
Inspector	Michael Cronan	1.00	1.00	-	-
Scheduler	Jaechul Kim	0.20	0.20	0.20	0.05
Permitting, Doc Mgmt, EH&S	Guire, Rupp, Renzi	0.20	0.20	0.20	0.05
Technical Leads	SMEs	0.01	0.01	0.01	0.05

Role	Key Staff	*FTE through Mechanical Completion*	*FTE from Mechanical Completion to Substantial Completion*	*FTE from Substantial Completion to Final Acceptance*	*FTE from Final Acceptance to Contract Closeout*
	Start	*4/1/2026*	*12/1/2027*	*6/1/2028*	*9/1/2028*
	End	*11/30/2027*	*5/31/2028*	*8/31/2028*	*12/8/2028*
SUBS					
Compliance Oversight	Amber Vasquez (NOVA)	1.00	0.75	0.50	0.25
Inspector	Sandro Delemas (NOVA)	1.00	0.75	0.10	-
Public Outreach	Eric Wisnom (CALLADIUM)	0.60	0.10	-	-
	FTE =	**9.06**	**7.81**	**4.16**	**2.15**
	Phase Costs	***$6,009,000***	***$1,630,000***	***$447,000***	***$237,000***

Resource and Cost Allocation:
The cumulative labor costs for AECOM and its subconsultants amount to $8,323,000 for the Amendment 2 period. Additionally, deployment of Smartball technology is necessary to perform in-service wastewater pipeline leak and air pocket detection. The estimated cost for the free-swimming inspection platform and associated field oversight is $200,000, for a total Amendment No. 2 value of $8,523,000.00. The Amendment 2 resourcing is based on maintaining the current level of resources that have been integral over the past year, without increasing staffing levels. AECOM will continue to re-evaluate resource needs as the project progresses towards completion to provide alignment with evolving workload requirements. If the project does not experience continued significant delays, it is forecasted that there will be an excess of funds under the Maximum Allowable Price structure, and such excess will not be billed. AECOM is committed to providing only the necessary resources to complete the Bay Park Conveyance Project.

Conclusion:
In summary, Contract Amendment No.2 consists of a two-year extension and a $8,523,000 modification to DEC Contract No. C011506. Exercising this final two-year amendment, with the assumptions outlined herein, is provides sufficient funding for Owner's Representative services, with no additional amendments or funding requests anticipated in the coming year. We welcome the opportunity to discuss this proposal further and appreciate your consideration of our request.

Sincerely,

Paul F. Storella, P.E
AECOM *Senior Vice President*

cc: C. Mullaney-Westfall (NYSDEC)
A. Boulet, M. Gluberman (AECOM)

U.S. DEPARTMENT OF JUSTICE

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Department of Justice ("Department") determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Applicant certifies and assures (to the extent applicable) the following:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If the Applicant's request for Federal funds is in excess of $100,000, and any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal grant or cooperative agreement, the Applicant shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities" in accordance with its (and any DOJ awarding agency's) instructions; and

(c) The Applicant shall require that the language of this certification be included in the award documents for all subgrants and procurement contracts (and their subcontracts) funded with Federal award funds and shall ensure that any certifications or lobbying disclosures required of recipients of such subgrants and procurement contracts (or their subcontractors) are made and filed in accordance with 31 U.S.C. § 1352.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

A. Pursuant to Department regulations on nonprocurement debarment and suspension implemented at 2 C.F.R. Part 2867, and to other related requirements, the Applicant certifies, with respect to prospective participants in a primary tier "covered transaction," as defined at 2 C.F.R. § 2867.20(a), that neither it nor any of its principals—

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) has within a three-year period preceding this application been convicted of a felony criminal violation under any Federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, tribal, or local) transaction or private agreement or transaction;

violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects its (or its principals') present responsibility;

(c) is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or

(d) has within a three-year period preceding this application had one or more public transactions (Federal, State, tribal, or local) terminated for cause or default.

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application. Where the Applicant or any of its principals was convicted, within a three-year period preceding this application, of a felony criminal violation under any Federal law, the Applicant also must disclose such felony criminal conviction in writing to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov), unless such disclosure has already been made.

3. FEDERAL TAXES

A. If the Applicant is a corporation, it certifies either that (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov).

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application.

4. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, for grantees, as defined at 28 C.F.R. §§ 83.620 and 83.650:

A. The Applicant certifies and assures that it will, or will continue to, provide a drug-free workplace by—

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring inthe workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the award be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the award, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of the employee's conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the Department, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of any such convicted employee to the Department, as follows:

For COPS award recipients - COPS Office, 145 N Street, NE, Washington, DC, 20530;

For OJP and OVW award recipients - U.S. Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531.

Notice shall include the identification number(s) of each affected award;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

5. COORDINATION REQUIRED UNDER PUBLIC SAFETY AND COMMUNITY POLICING PROGRAMS

As required by the Public Safety Partnership and Community Policing Act of 1994, at 34 U.S.C. § 10382(c)(5), if this application is for a COPS award, the Applicant certifies that there has been appropriate coordination with all agencies that may be affected by its award. Affected agencies may include, among others, Offices of the United States Attorneys; State, local, or tribal prosecutors; or correctional agencies.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

AECOM USA, Inc.	March 18, 2026
Applicant Name	**Date**
John DiChello	
Authorized Representative (printed name)	**Authorized Representative (signature)**

Certified: 02/10/2025 02:59PM--
HENAYATIAN

E-206-24

Filed with the Clerk of the Nassau County
Legislature: 12/02/2024 03:37PM

NIFS ID: CLPW24000019

Capital: **X**

Contract ID #: **CFPW19000031**

NIFS Entry Date: **10/24/2024**

DPW Contract Number: **C011506**

Department: Public Works

Service: **Western Bays - Bay Park Conveyance Project DEC Contract C011506**

Term: **Extending the end date of the Contract by a two-year period such that the Contract will terminate and expire seven years from the effective date, which extends the expiration date from December 8, 2024, to December 8, 2026.**

Contract Delayed:

Slip Type: **Amendment**		
CRP:		
Time Extension: **X**		
Addl. Funds: **X**		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	**Yes**
2) Comptroller Approval Form Attached:	**No**
3) CSEA Agmt. & 32 Compliance Attached:	**No**
4) Significant Adverse Information Identified? (if yes, attach memo):	**Yes**
5) Insurance Required:	**Yes**

Vendor/Municipality Info:	
Name: **AECOM USA, Inc.**	ID#: [redacted]
Main Address: **200 BROADHOLLOW RD MELVILLE, NY 11747** Contract Specific Address: **For Remittance: AECOM USA Inc. 1178 Paysphere Circle Chicago, IL 60674-0011**	
Main Contact: **Abby Bass**	
Main Phone: **(407) 212-2719**	

Department:
Contact Name: **Christopher Vella**
Address: **NCDPW 3340 Merrick Road Building R, 3rd Floor Wantagh, NY 11793**
Phone: **(516) 571-7523**
Email: **awalsh@hazenandsawyer.com,ldionisio@nassaucountyny.gov,ekobel@nassaucountyny.gov**

Contract Summary

Purpose: This is an Amendment to Professional Services Agreement with AECOM to continue Professional Services for the Bay Park Conveyance Project DEC Contract No. C011506.

Procurement History: The initial contract was procured by NYSDEC via a qualifications-based process. NYSDEC - as memorialized in the Cooperative Agreement - has determined the best and most cost-effective delivery method for constructing the Conveyance Project is the Design/Build (D/B) method. As NY State law does not give the County the option of procuring a D/B contractor, the County, through a triparty agreement, utilized the D/B procurement option provided to NYSDEC by the New York State Legislature.

Description of General Provisions: The Bay Park Conveyance Project will eliminate the discharge of treated wastewater effluent into Reynolds Channel by diverting this effluent to the Cedar Creek Ocean outfall pipe. Previous engineering analyses found the existing Cedar Creek Outfall has adequate capacity under nearly all flow conditions to assume the Bay Park effluent. Additionally, past studies have concluded that the conveyance of effluent to Cedar Creek is both a cost and time savings as compared to the construction of a new ocean outfall for Bay Park. Finally, a 2016 engineering evaluation has confirmed that the utilizing existing out of-service infrastructure - constructed to supp lying water to Brooklyn - is a viable cost-effective asset for the Conveyance Project. Currently, the County's engineering consultant, WSP, is providing the preliminary engineering and environmental work for the Conveyance Project.
This amendment provides two-year extension of time and additional funds.

Impact on Funding / Price Analysis: The additional amount to be encumbered under Amendment No. 1 is $4,000,000.00. The original contract amount of $16,630,000.00 will be increased to $20,630,000.00. Funding is available under Capital Project No. S3B116.

Change in Contract from Prior Procurement: Extension of time and additional funds.

Method of Source Selection:

☑ Contract amendment, extension, or renewal

Contract originally executed on: 11/05/2019

Original procurement method: The initial contract was procured by NYSDEC via Qualifications Based Selection.

MWBE Participation:

☑ Participation of Minority-owned and Women-owned Business Enterprises 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 by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

☑ Department MWBE Responsibilities: To ensure compliance with MWBE requirements as outlined in Exhibit EE, Department will require vendor to submit list of subcontractor requirements prior to submission of the first claim voucher for services under this contract being submitted to the Comptroller.

Contractor is a (check all that apply):

☐ MWBE

☐ SDVOB

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
CD2			00	PWCD2CD2	00003	PWCD2CD2 00003 3B116 004	01	$4,000,000.00
						TOTAL		**$4,000,000.00**

Additional Info	
Blanket Encumbrance	
Transaction	107
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	$0.00
Federal	$0.00
State	$0.00
Capital	$4,000,000.00
Other	$0.00
Total	**$4,000,000.00**

Routing Slip

Department			
NIFS Entry	Elizabeth Kobel	10/24/2024 02:46PM	Approved
NIFS Final Approval	Christopher Yansick	10/24/2024 03:03PM	Approved
Final Approval	Christopher Yansick	10/24/2024 03:03PM	Approved
DPW			
Capital Fund Approval	Christopher Yansick	10/24/2024 03:04PM	Approved
Final Approval	Christopher Yansick	10/24/2024 03:04PM	Approved
County Attorney			
Approval as to Form	Salvatore Spezio	10/29/2024 08:36AM	Approved
RE & Insurance Verification	Grady Farnan	10/24/2024 04:12PM	Approved
NIFS Approval	Mary Nori	11/08/2024 12:44PM	Approved
Final Approval	Mary Nori	11/08/2024 12:44PM	Approved
OMB			
NIFS Approval	Nadiya Gumieniak	10/24/2024 03:23PM	Approved
NIFA Approval	Christopher Nolan	11/07/2024 01:54PM	Approved
Final Approval	Christopher Nolan	11/07/2024 01:54PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Robert Cleary	11/26/2024 12:35PM	Approved
DCE Compliance Approval	Robert Cleary	11/26/2024 12:35PM	Approved
Vertical DCE Approval	Arthur Walsh	12/02/2024 04:01PM	Approved
Final Approval	Arthur Walsh	12/02/2024 04:01PM	Approved
Legislative Affairs Review			
Final Approval	Eleftherios Sempepos	12/02/2024 04:11PM	Approved

Legislature			
Final Approval	Halle Gigante	12/18/2024 01:49PM	Approved
Comptroller			
Claims Approval	Joseph Marcinek	01/14/2025 05:46PM	Approved
Legal Approval	Charlie Casolaro	01/15/2025 10:27AM	Approved
Accounting / NIFS Approval	Michael Cohen	01/15/2025 11:06AM	Approved
Deputy Approval	Beaumont Jefferson	01/17/2025 05:12PM	Approved
Final Approval	Beaumont Jefferson	01/17/2025 05:12PM	Approved
NIFA			
NIFA Approval	Martha Worsham	01/23/2025 09:28AM	Approved
Legislative Affairs			
Contract Sent for Certification	Eleftherios Sempepos	02/10/2025 02:47PM	Approved
Clerk of Legislature Certification			
Clerk of Legislature Certification	Helen Enayatian	02/10/2025 02:59PM	Approved

RULES RESOLUTION NO. – 2024

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND AECOM USA, INC.

WHEREAS, the County has negotiated a personal services agreement with AECOM USA, Inc., to provide the County with treated wastewater diversion 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 agreement with AECOM USA, Inc.

Business Unit: DEC01
Department ID: 3350000

Contract Number: C011506
Amendment Number: 1

AMENDMENT TO NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION DESIGN-BUILD PROFESSIONAL CONSULTING SERVICES CONTRACT between **AECOM USA. Inc. NASSAU COUNTY AND STATE OF NEW YORK DEPARTMENT OF ENVIRONMENTAL CONSERVATION**

THIS AMENDMENT, entered into by and between the State of New York Department of Environmental Conservation (hereinafter referred to as "DEPARTMENT"), having offices at 625 Broadway, Albany, New York 12233; Nassau County (hereinafter referred to as "COUNTY"), a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501; and AECOM USA, Inc. (hereinafter referred to as "CONSULTANT" or "CONTRACTOR"), having offices at 125 Broad St., 14th Floor, New York, New York 10004 (collectively referred to as the "Parties").

WITNESSETH:

WHEREAS, the parties entered into a prior Contract which was duly assigned Contract Number C011506 (the "Contract") which said Contract the parties now desire to amend and extend;

WHEREAS, the DEPARTMENT and the COUNTY entered into a cooperative agreement to carry out the joint delivery of a project to divert treated wastewater from the Bay Park Wastewater Treatment Plant (now known as the South Shore Water Reclamation Facility) to the Cedar Creek Wastewater Treatment Plant's (now known as the Cedar Creek Water Pollution Control Plant's) ocean outfall (the "Project");

WHEREAS, through the Contract, the DEPARTMENT retained Professional Consulting Services through an expert engineering firm to assist in the management of the procurement, design, and construction of the Project using a Design-Build approach pursuant to the Infrastructure Investment Act (Part F of Chapter 60 of the Laws of 2015, as amended by Part RRR of Chapter 59 of the Laws of 2017 and Part WWW of Chapter 59 of the Laws of 2019);

WHEREAS, the Contract included a Maximum Amount Payable (MAP) of $16,630,000.00 to the CONSULTANT in Article 6. Any increase to the MAP requires written amendment. Additionally, the Contract term terminates and expires on December 8, 2024 per Article 2, with an option for the Parties to extend the term up to two consecutive two-year periods (totaling four years) if the DEPARTMENT deems necessary through the period of completion of related construction contracts, and provided there is a written amendment;

WHEREAS, the Design-Build Contract D011883 is necessarily being amended to extend the Final Acceptance Date as a result of numerous delays in design, construction, and equipment and materials delivery;

WHEREAS, with the extension of the Design-Build Contract, the DEPARTMENT seeks amendment and extension to the Contract for continued services from CONSULTANT for expert engineering management of design, construction, and final Project close-out in accordance with the Contract's Attachment 1 – Scope of Services.

WHEREAS, the Contract provides for amending the Contract in Article 35 and extending the Contract in Article 2.

NOW THEREFORE, the parties hereto agree as follows:

1. Article 2. TERM. is revised by extending the end date of the Contract by a two-year period such that the Contract will terminate and expire seven years from the effective date, which extends the expiration date from December 8, 2024 to December 8, 2026.

2. Article 6. PAYMENT. is revised to increase the MAP under this Contract by $4,000,000.00 for a new MAP of $20,630,000.00.

3. Exhibit A, Specific Hourly Rates is supplemented with the attached Exhibit A, Specific Hourly Rates for 2025 and 2026.

4. Exhibit B, Subcontractor Specific Hourly Rates, Direct Non-Salary Costs, & Lump Sum Fee is supplemented with the attached Exhibit B, Specific Hourly Rates, Direct Non-Salary Costs, & Lump Sum Fee for 2025 and 2026.

5. Appendix A, Standard Clauses for NYS Contracts, dated January 2014 is hereby deleted, and Appendix A, Standard Clauses for NYS Contracts, dated June 2023 is attached hereto.

6. Nassau County Zero Tolerance Policy and Code of Ethics Items 7. (a), (b), and (c) are attached hereto and incorporated into the Contract.

7. All other terms and conditions of Contract Number C011506, as amended will remain in full force and effect.

Business Unit: DEC01
Department ID: 3350000

Contract Number: C011506
Amendment Number: 1

SIGNATURE PAGE

IN WITNESS WHEREOF, this Amendment has been duly executed by the parties hereto on the day and year appearing following their respective signatures.

Department Certification "In addition to the acceptance of this Contract Amendment, I also certify that original copies of this signature page will be attached to all other exact copies of the subject Contract."

NASSAU COUNTY SIGNATURE
By:
Print Name: ARTHUR T. WALSH ~~Chief Deputy County Executive~~
Title: 2-7-25
Dated:

DEPARTMENT SIGNATURE
By: Katherine Calogero
Print Name: Katherine Calogero
Title: Director Fiscal Management
Dated: 2/27/25

CONSULTANT SIGNATURE
By:
Print Name: Paul F. Storella, PE
Title: Senior Vice President
Dated: November 12, 2024

ATTORNEY GENERAL'S SIGNATURE
Approved as to Form:
Dated:

COMPTROLLER'S SIGNATURE
Approved: Thomas P. DiNapoli State Comptroller
Dated:

APPROVED
DEPT. OF AUDIT & CONTROL

Mar 11 2025
Lindsay Carswell

FOR THE STATE COMPTROLLER

Business Unit: DEC01
Department ID: 3350000

Contract Number: C011506
Amendment Number: 1

Consultant (AECOM USA) Acknowledgement

State of New York)

) ss.:

County of Nassau)

On the 12th day of November in the year 2024, before me, the undersigned notary public, personally appeared Paul F. Storella, 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.

Carol Kates Notary Public

Carol M. Kates
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01KA0016408
Qualified in Nassau County
Commission Expires 11/15/2027

Nassau County Acknowledgement

State of new york)

) ss.:

County of nassau)

On the 7 day of february in the year 2025, before me, the undersigned notary public, personally appeared Arthur T Walsh, 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.

Notary Public

MATTHEW ALAN BECKWITH
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01BE6434270
Qualified in Nassau County
Commission Expires June 6, 2026

Exhibit A, Specific Hourly Rates

AECOM, USA Staff
Specific Hourly Rates for Services Performed in 2025

Name	Title	Maximum Hourly Rate	Multiplier*	Fully Loaded Rate	Overtime Rate
Aaron Rupp	Project Control				
Addyson Lyons	Roadway/Transportation Engineering				
Aimee Boulet	Deputy Project Manager				
Chris Macey	SME Pipeline Rehab				
Eric Janssen	SME Electrical Engineering				
Erin Guire	Permit Advisor				
Farhan Haddad	Procurement Advisor				
Guru Panda	Geotechnical Engineering Support				
Irwan Halim	Design Quality Management				
Jacob (Jake) Williamson	Roadway/Transportation Engineering				
Jaechul Kim	Scheduling P6 Subject Matter Expert				
James Fuchs	Program Deputy				
James Thompson	SME Mechanical				
Kancheepuram N Gunalan	Project Manager				
Lawrence Pendergast	SME Instrumentation & Controls				
Marc Gluberman	Deputy Project Manager				
Michael Cronan	Field Oversight (Commiss. Lead)				
Nausherwan Hasan	Civil/Structural Engineer				
Niels Benavides	Senior Architect				
Paige Williams	Kahua (PMIS) Implementation				
Paul Nicholas	SME Microtunnels				
Purnima Prasad	Project Engineer				
Richard Redmond	Construction Quality Management				
Richard Renzi	EH&S Manager				
Sandra Somwaru	Administration				
Tina Hu	Project Engineer				
William Tuccillo	SME Electrical				

*The Multiplier is subject to change pursuant to Article 6 of this Agreement.

**Billable Rates are capped at $325 per hour.

***Billable Rate for Kancheepuram Gunalan is in accordance with the Post Notice to Proceed Award Resource Plan.

AECOM, USA Staff
Specific Hourly Rates for Services Performed in 2026

Name	Title	Maximum Hourly Rate	Multiplier*	Fully Loaded Rate	Overtime Rate
Aaron Rupp	Project Control				
Addyson Lyons	Roadway/Transportation Engineering				
Aimee Boulet	Deputy Project Manager				
Chris Macey	SME Pipeline Rehab				
Eric Janssen	SME Electrical Engineering				
Erin Guire	Permit Advisor				
Farhan Haddad	Procurement Advisor				
Guru Panda	Geotechnical Engineering Support				
Irwan Halim	Design Quality Management				
Jacob (Jake) Williamson	Roadway/Transportation Engineering				
Jaechul Kim	Scheduling P6 Subject Matter Expert				
James Fuchs	Program Deputy				
James Thompson	SME Mechanical				
Kancheepuram N Gunalan	Project Manager				
Lawrence Pendergast	SME Instrumentation & Controls				
Marc Gluberman	Deputy Project Manager				
Michael Cronan	Field Oversight (Commiss. Lead)				
Nausherwan Hasan	Civil/Structural Engineer				
Niels Benavides	Senior Architect				
Paige Williams	Kahua (PMIS) Implementation				
Paul Nicholas	SME Microtunnels				
Purnima Prasad	Project Engineer				
Richard Redmond	Construction Quality Management				
Richard Renzi	EH&S Manager				
Sandra Somwaru	Administration				
Tina Hu	Project Engineer				
William Tuccillo	SME Electrical				

*The Multiplier is subject to change pursuant to Article 6 of this Agreement.

**Billable Rates are capped at $325 per hour.

***Billable Rate for Kancheepuram Gunalan is in accordance with the Post Notice to Proceed Award Resource Plan.

Exhibit B, Subcontractor Specific Hourly Rates, Direct Non-Salary Costs, & Lump Sum Fee

Subcontractor Staff
Specific Hourly Rates for Services Performed in 2025

Name	Title	Firm	Maximum Hourly Rate	Multiplier*	Fully Loaded Rate	Overtime rate
Carol Ruiz	Document Control	NOVA	[redacted]			
Jeff Hayduk	CM Field Oversight	HAYDUK				
Eric Wisnom	Junior Environmental Planner	CALLADIUM				
Leslie Mesnick	Senior Project Manager	CALLADIUM				

*The Multiplier is subject to change pursuant to Article 6 of this Agreement.

Subcontractor Staff
Specific Hourly Rates for Services Performed in 2026

Name	Title	Firm	Maximum Hourly Rate	Multiplier*	Fully Loaded Rate	Overtime rate
Carol Ruiz	Document Control	NOVA	[redacted]			
Jeff Hayduk	CM Field Oversight	HAYDUK				
Eric Wisnom	Junior Environmental Planner	CALLADIUM				
Leslie Mesnick	Senior Project Manager	CALLADIUM				

*The Multiplier is subject to change pursuant to Article 6 of this Agreement.

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.

June 2023

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law, if this contract exceeds $50,000 (or $75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and $150,000 for State University Health Care Facilities) or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed $85,000. Comptroller's approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed $125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds $200,000.

4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in

accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds $5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00, whereby a 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 contracting agency; or (ii) a written agreement in excess of $100,000.00 whereby a 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; or (iii) a written agreement in excess of $100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the 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, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State 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.

Contractor will include the provisions of "(a), (b) and (c)" above, in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this

law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business and Technology Development
625 Broadway
Albany, New York 12245
Telephone: 518-292-5100

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue 33rd Floor
New York, NY 10017
646-846-7364
email: mwbebusinessdev@esd.ny.gov
https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)–(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than $1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law §§ 899-aa and 899-bb and State Technology Law § 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. **PROCUREMENT LOBBYING.** To the extent this agreement is a "procurement contract" as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. **CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.**
To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. **IRAN DIVESTMENT ACT.** By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: https://ogs.ny.gov/iran-divestment-act-2012

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

27. **ADMISSIBILITY OF REPRODUCTION OF CONTRACT.** Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

Nassau County Zero Tolerance Policy and Code of Ethics

7. 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.

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Office of Water Resources, Deputy Commissioner
625 Broadway, 14th Floor, Albany, New York 12233-1010
P: (518) 402-2794 I F: (518) 402-8541
www.dec.ny.gov

December 27, 2019

Kenneth Arnold, P.E.
Commissioner
Nassau County Department of Public Works
1194 Prospect Avenue
Westbury, NY 11590

RE: AECOM Contract No. C011506 for Professional Services for the Bay Park Conveyance Project – Fully Executed

Mr. Arnold, Ken –

Enclosed please find one fully executed copy of the AECOM Contract No. C011506 for Professional Services for the Bay Park Conveyance Project for Nassau County's records. I will email you an electronic version once it has been scanned. If you need an additional copy, please let me know.

Sincerely,

Susan D. McCormick

Susan D. McCormick, P.E.
Project Director
Bay Park Conveyance Project

Enclosure

NIFS ID:CFPW19000031 Department: Public Works

Capital: X

SERVICE: Western Bays-Bay Park Conveyance Project

Contract ID #:CFPW19000031 NIFS Entry Date: 21-AUG-19 Term: from to

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

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: **AECOM USA**	Vendor ID#[redacted]
Address: 125 Broad Street 14th Floor New York, New York, 10004	Contact Person: Arielle Zauck
	Phone: (212) 984-7306

Department:
Contact Name: Kenneth Arnold
Address: NCDPW 1194 Prospect Avenue Westbury, NY 11590
Phone: 516-571-9607

Routing Slip

Department	**NIFS Entry: X**	**22-AUG-19 -- LDIONISIO**
Department	**NIFS Approval: X**	**22-AUG-19 -- RDALLEVA**
DPW	**Capital Fund Approved: X**	**22-AUG-19 -- RDALLEVA**
OMB	**NIFA Approval: X**	**22-AUG-19 -- CNOLAN**
OMB	**NIFS Approval: X**	**22-AUG-19 -- NGUMIENIAK**
County Atty.	**Insurance Verification: X**	**23-AUG-19 -- AAMATO**
County Atty.	**Approval to Form: X**	**22-AUG-19 -- DGRIPPO**
CPO	**Approval: X**	**23-AUG-19 -- KOHAGENCE**

DCEC	**Approval: X**	**23-AUG-19 -- JCHIARA**
Dep. CE	**Approval: X**	**23-AUG-19 -- BSCHNEIDER**
Leg. Affairs	**Approval/Review: X**	**30-AUG-19 -- JSCHANTZ**
Legislature	**Approval: X**	**12-SEP-19 -- LVOCATURA**
Comptroller	**Deputy: X**	**02-OCT-19 -- JSCHOEN**
NIFA	**NIFA Approval: X**	**16-OCT-19 -- CDREYER**

Contract Summary

Purpose: The Department, working with New York State Department of Environmental Conservation (NYSDEC) is moving forward with multiple Western Bays initiatives aimed at improving water quality and increasing marsh density resulting in improved storm buffering function of the Bay. This work is predicated in the two December 2017 agreements between the County and NYSDEC; the Bay Park Agreement and the Cooperative Agreement. These agreements define various projects - including the Bay Park Conveyance Project - that once implemented will improve the water quality of the Western Bays; particularly Reynolds Channel.

Method of Procurement: In order to realize the drastic Western Bays improvement as expeditiously as possible, NYSDEC - as memorialized in the Cooperative Agreement - has determlined the best and most cost-effective delivery method for constructing the Conveyance Project is the Design/Build (D/B) method. As NY State law does not give the County the option of procuring a D/B contractor, the County, through a triparty agreement, will utilize the D/B procurement option provided to NYSDEC by the New York State Legislature.

Procurement History: N/A

Description of General Provisions: The Bay Park Conveyance Project will eliminate the discharge of treated wastewater effluent into Reynolds Channel by diverting this effluent to the Cedar Creek ocean outfall pipe. Previous engineering analyses found the existing Cedar Creek Outfall has adequate capacity - under nearly all flow conditions -to assume the Bay Park effluent. Additionally, past studies have concluded that the conveyance of effluent to Cedar Creek is both a cost and time savings as compared to the construction of a new ocean outfall for Bay Park. Finally, a 2016 engineering evaluation has confirmed that the utilizing existing out-of-service infrastructure - constructed to supp lying water to Brooklyn - is a viable cost-effective asset for the Conveyance Project. Currently, the County's engineering consultant, WSP, is providing the preliminary engineering and environmental work for the Conveyance Project.

Impact on Funding / Price Analysis: The cost for the OA Contract is not to exceed $16,630,000. This will be funded from Capital Project 3B116. There is currently adequate appropriation in this capital project which is associated with the New York State Environmental Facilities Project Finance Agreement (SRF Project No. Cl-5146-4375).

Change in Contract from Prior Procurement: N/A

Recommendation: (approve as submitted) Aprrove as submitted.

Advisement Information

BUDGET CODES	
Fund:	PWCD2CD2
Control:	3B
Resp:	116
Object:	00003

FUNDING SOURCE	AMOUNT
Revenue Contract:	
County	$ 0.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	PWCD2CD2\3B116\ 00003	$ 16,630,000.00
		$ 0.00

Transaction:	CF
Project #:	3B116
Detail:	004

RENEWAL	
% Increase	
% Decrease	

Federal	$ 0.00
State	$ 0.00
Capital	$ 16,630,000.00
Other	$ 0.00
TOTAL	**$ 16,630,000.00**

		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
	TOTAL	$ 16,630,000.00

RESOLUTION NO. 158– 2019

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A DESIGN-BUILD PROFESSIONAL CONSULTING SERVICES AGREEMENT WITH THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION AND AECOM USA, INC. IN RELATION TO THE BAY PARK DIVERSION PROJECT.

APPROVED AS TO FORM
Deputy County Attorney

Passed by Nassau County Legislature on
9/9/19 A voice vote was taken with 18
Legislators present.
Voting: aye 18, nay 0, abstained 0, recused 0
Became an resolution on 9/10/19
With the approval of the Deputy County
Executive acting for the County Executive

WHEREAS, the New York State Department of Environmental Conservation ("DEC") is authorized to enforce the environmental laws of New York State pursuant to Environmental Conservation Law ("ECL"), Title 6 of the Official Compilation of the Codes, Rules and Regulations of the State of New York ("6 NYCRR"), and orders and permits issued thereunder;

WHEREAS, Nassau County (the "County") is a municipal corporation of the State of New York, having offices at 1550 Franklin Avenue, Mineola, New York. The County Department of Public Works is an agency of Nassau County. The County owns and is responsible for the County's municipal wastewater treatment plants, including the Sewage Treatment Facility at Bay Park ("Bay Park WWTP") and the Wastewater Pollution Control Plant at Cedar Creek ("Cedar Creek WWTP");

WHEREAS, DEC and the County entered into an administrative Order on Consent dated June 29, 2011 (Case No. R1-2100517-46) (the "2011 Order") addressing violations of the County's State Pollutant Discharge Elimination System ("SPDES") permit, and requiring the County to perform operational and repair work on settling tanks, prepare an infrastructure assessment plan for the wastewater treatment infrastructure, submit a process flow diagram identifying the replacement of certain equipment, and complete an environmental benefit project for a feasibility study, among other requirements. The County has completed many of the tasks required by the 2011 Order;

WHEREAS, DEC and the County entered into an administrative consent agreement in December 2017 (such agreement, the "Bay Park Agreement"), including the Cooperative

Agreement incorporated into the Bay Park Agreement as Exhibit 1, to modify and replace the 2011 Order, and to identify and incorporate the uncompleted tasks required by the 2011 Order, as well as additional work, including the Bay Park Diversion Project, to repair, rebuild and create resiliency at the Bay Park WWTP;

WHEREAS, the Bay Park Diversion Project will eliminate the discharge of treated wastewater effluent from the Bay Park WWTP into Reynolds Channel by diverting the effluent to the Cedar Creek WWTP, and then through the ocean outflow pipe and into the ocean;

WHEREAS, in accordance with the provisions of the Bay Park Agreement and the Cooperative Agreement, the County and DEC agree that the most efficient method to accomplish the Bay Park Diversion Project is through the authority of the DEC under the Infrastructure Investment Act (Part F of Chapter 60 of the laws of 2015 as amended), allowing the Department to utilize design-build contracts for capital projects relating to the states physical infrastructure to correct health and safety defects;

WHEREAS, the County and DEC are authorized, pursuant to Article 9, Section 1 of the New York State Constitution, to enter into inter-governmental agreements; and

WHEREAS, the County and DEC are mutually interested in proceeding with the Bay Park Diversion Project and additional work in accordance with the Bay Park Agreement and Cooperative Agreement, and, in furtherance thereof, the County and DEC have negotiated a tri-party design-build professional consulting services contract (the "Services Contract") with AECOM USA, Inc., a copy of which agreement is on file with the Clerk of the Legislature.

NOW, THEREFORE, be it

RESOLVED, that the Nassau County Legislature hereby authorizes the County Executive to execute the Services Contract.

APPROVED
Helena Williams
for County Executive
DATE 9/10/19

10.

NEW YORK STATE
DEPARTMENT OF ENVIRONMENTAL CONSERVATION
DESIGN-BUILD PROFESSIONAL CONSULTING SERVICES CONTRACT
CONTRACT NO. C011506

THIS AGREEMENT (the "Agreement"), entered into on the EFFECTIVE DATE as defined below, is among the New York State Department of Environmental Conservation (hereinafter referred to as the "DEPARTMENT"), having offices at 625 Broadway, Albany, New York 12233, Nassau County (hereinafter referred to as the "COUNTY"), a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501, and AECOM USA, Inc. (hereinafter referred to as "CONSULTANT" in the body of the Agreement, the Attachments and the Exhibits and referred to as "CONTRACTOR" in the Appendices), having offices at 125 Broad St., 14th Floor, New York, New York 10004 (collectively referred to as the "Parties").

WITNESSETH:

WHEREAS, the DEPARTMENT and the COUNTY have entered into a cooperative agreement to carry out the joint delivery of a project to divert treated wastewater from the Bay Park Wastewater Treatment Plant to the Cedar Creek Wastewater Treatment Plant's ocean outfall (the "Project"); and

WHEREAS, the DEPARTMENT desires to retain an expert engineering firm to assist in the management of the procurement, design, and construction of the Project using a Design-Build approach pursuant to the Infrastructure Investment Act (Part F of Chapter 60 of the Laws of 2015, as amended by Part RRR of Chapter 59 of the Laws of 2017 and Part WWW of Chapter 59 of the Laws of 2019) as described in greater detail in ATTACHMENT 1; and

WHEREAS, the DEPARTMENT desires to contract with the CONSULTANT because of the CONSULTANT's ability and reputation to perform the Scope of Services as described in ATTACHMENT 1; and

WHEREAS, the CONSULTANT agrees to provide the Scope of Services in accordance with this Agreement; and

WHEREAS, the COUNTY agrees to make all payments to CONSULTANT for work completed by CONSULTANT for the DEPARTMENT.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the Parties hereto agree as follows:

ARTICLE 1. STANDARD PRACTICES AND REQUIREMENTS. The CONSULTANT shall ascertain the standard practices of the DEPARTMENT prior to beginning any of the work described under this Agreement by reviewing relevant and applicable policies, regulations and laws. All work required under this Agreement shall be performed in accordance with these standard practices, sound engineering standards, practices and criteria, and any special requirements, more particularly described in ATTACHMENT 1. The CONSULTANT will perform the professional services in accordance with the care, skill and diligence ordinarily exercised by similar members of the profession providing similar services, under similar conditions, at the same time and the same or similar locality, on projects of similar size and complexity. The CONSULTANT will commence work no later than ten (10) days after

receiving Notice to Proceed from the DEPARTMENT. The CONSULTANT shall furnish all labor, materials and equipment necessary to provide the DEPARTMENT with the services described in ATTACHMENT 1. This Agreement covers eligible costs incurred after the Notice to Proceed and prior to termination or expiration as provided herein.

ARTICLE 2. TERM. The CONSULTANT agrees that the term of this Agreement shall initiate on the EFFECTIVE DATE, which shall be the date that the Agreement is approved by the New York State Comptroller's Office and terminate and expire Five Years from the EFFECTIVE DATE, unless terminated prematurely in accordance with this Agreement or extended by an amendment executed in accordance with this Agreement. An extension of time may be reason for renegotiation of the Specific Hourly Rates. The DEPARTMENT and the COUNTY shall determine the need for such renegotiation. The Parties reserve the option to extend the term for up to two consecutive two-year periods (totaling four years) if the DEPARTMENT deems such continuation necessary through the period of completion of related construction contracts, provided there is a written amendment to this Agreement, signed by all Parties, and approved by relevant government entities.

ARTICLE 3. DOCUMENTS FORMING THE CONTRACT. The Agreement documents shall be deemed to include the following components, in the following order of precedence starting with subdivision (a), which are attached hereto, and which are made a part of this Agreement as set forth fully herein:

a. Appendix A, Standard Clauses for NYS Contracts;
b. Appendix B, Standard Clauses for All NYSDEC Contracts;
c. Appendix C, Standard Clauses for Ethics in all NYSDEC Contracts;
d. Appendix D, Environmental Facility Corporation Program Requirements and Bid Packet for Non-Construction Contracts;
e. Appendix E, Division of Homeland Security and Emergency Services Supplementary Conditions for HMGP Contracts;
f. This Agreement;
g. Appendix F, Certificate of Compliance, Living Wage Law;
h. Attachment 1, Scope of Services;
i. Exhibit A, Specific Hourly Rates;
j. Exhibit B, Subcontractor Specific Hourly Rates, Direct Non-Salary Costs & Lump Sum Fee;
k. Exhibit C, Sample Cost Control Report;
l. Exhibit D, Request for Qualifications Solicitation, Attachments, Forms, and Responsive Submittals

ARTICLE 4. INSPECTION. The duly authorized representatives of the DEPARTMENT and the COUNTY shall have the right at all times to inspect the work of the CONSULTANT.

ARTICLE 5. COMPENSATION. The COUNTY agrees to pay the CONSULTANT, and the CONSULTANT agrees to accept as full and exclusive compensation for their services under this Agreement:

a. Specific Hourly Rates of pay in EXHIBIT A and EXHIBIT B for CONSULTANT and subcontractor employees assigned to work on this Agreement for actual hours worked by such employees excluding travel time. The Specific Hourly Rates and all components of those rates are subject to audit. The number of hours charged is also subject to audit.

b. Actual Direct Non-Salary Costs incurred in fulfilling the terms of this Agreement. Such costs must be pre-approved by the DEPARTMENT and are subject to audit. Such costs may include, but are not necessarily limited to those shown in EXHIBIT B. All reimbursement for travel expenses, meals and lodging shall be made at actual cost paid but such reimbursement shall not exceed the prevailing maximum rates established by the State Comptroller.

c. Lump sum payment for the CONSULTANT's completion of the task identified in EXHIBIT B as a lump sum fee (Task B.v). Payment of this lump sum fee will provide complete compensation for all labor, overhead, and profit involved in the performance of the corresponding services. CONSULTANT may submit an invoice for the lump sum fee in EXHIBIT B in accordance with ARTICLES 6 and 7 of this Agreement only after the DEPARTMENT has accepted as complete, in writing, the CONSULTANT's submitted work product demonstrating satisfactory completion of the task identified in EXHIBIT B as a lump sum fee (Task B.v).

ARTICLE 6. PAYMENT. The CONSULTANT agrees that the Maximum Amount Payable (MAP) under this Agreement shall be $16,630,000.00, unless increased by a written amendment executed in accordance with this Agreement.

The CONSULTANT specifically agrees that the COUNTY shall have no liability under this Agreement (including extension or other modification of this Agreement) to any person or legal entity whatsoever unless, (1) all County and other governmental approvals have been obtained, including, if required, approval by the County Legislature, and (2) this Agreement has been executed by the County Executive, or his or her authorized representative.

The CONSULTANT further agrees that the COUNTY shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any person or legal entity whatsoever beyond the funds appropriated or otherwise lawfully available for this Agreement. By executing this Agreement, the COUNTY certifies that funds up to the Maximum Amount Payable are either appropriated or otherwise lawfully available. The COUNTY specifically agrees that the COUNTY will make available funds equal to the Maximum Amount Payable under this Agreement, and the COUNTY will make payments directly to the CONSULTANT in accordance with the terms of this Agreement.

Notwithstanding any other provision of this Agreement to the contrary, the CONSULTANT and the COUNTY specifically acknowledge that the DEPARTMENT will in no instance be liable to the CONSULTANT, the COUNTY, or any other legal entity whatsoever for any amounts due under, arising out of, or in connection with this Agreement.

For the purpose of establishing the latest overhead components of Specific Hourly Rates during the term of the Agreement, the CONSULTANT shall annually submit updated overhead information, in a form prescribed by the DEPARTMENT, to the DEPARTMENT's Project Director, and other contacts listed under ARTICLE 18 of this Agreement, for each calendar year of the Agreement through the calendar year in which the final bill is accepted by the DEPARTMENT's Project Director. The DEPARTMENT reserves the right to require CONSULTANT to submit necessary supporting documentation, including but not limited to independent audited overhead statements prepared in accordance with subpart 31.2 of the Federal Acquisition Regulation (48 C.F.R. Part 31), Balance Sheets, Statements of Income and Cash Flow, Statements of Retained Earnings, and Notes to the Financial Statements as audited, reviewed or compiled by the CONSULTANT's Independent Public Accountant or Certified Public Accountant and

any additional information necessary to substantiate the CONSULTANT's salary and overhead rates. The DEPARTMENT reserves the right to review annually submitted overhead statements and modify the overhead rates contained in EXHIBIT A and EXHIBIT B accordingly. The DEPARTMENT's Project Director may effectuate such a modification to the overhead rates contained in EXHIBIT A and EXHIBIT B by letter notification to the contacts listed under ARTICLE 18 of this Agreement without amendment to this Agreement provided that the modified Multiplier does not exceed 3.0.

CONSULTANT shall provide complete and accurate billing invoices to the DEPARTMENT and COUNTY in order to receive payment. Billing invoices submitted to the DEPARTMENT and COUNTY must contain all information and supporting documentation required by the Agreement, the DEPARTMENT, and the COUNTY, including certified payroll registers, time cards, and personnel activity reports or certifications. CONSULTANT shall certify on each billing invoice submitted that the rate at which each employee is billed is the actual rate at which that employee is paid, as supported by certified payrolls for the period of time covered by the invoice, not to exceed the applicable Maximum Hourly Rate as contained in EXHIBIT A and EXHIBIT B of this Agreement. CONSULTANT agrees that in no event shall CONSULTANT submit a billing invoice seeking payment for services rendered by any CONSULTANT or subcontractor employee that exceeds the applicable Fully Loaded Rate as contained in EXHIBIT A and EXHIBIT B of this Agreement. Personnel activity reports must be completed monthly by each employee performing billable work under this Agreement and cover all activities performed by the employee in the previous month, coincide with one or more pay periods, and be signed by the employee.

CONSULTANT shall maintain complete employee time cards, payroll records, and receipts for all allowable expenses for the services performed under the Agreement. All records must be made available to the DEPARTMENT and the COUNTY and certified upon request to verify costs incurred. In the event that the Agreement is terminated, these records may be used to determine the costs of the services performed as assigned under the Agreement. Only employee time cards, accompanied by a detailed description of the direct technical employee services, specific to the assignments, for actual, reasonable and necessary costs and expenses shall be allowable. Typing, secretarial, clerical and billing duties are not considered technical in nature and are not considered allowable costs or expenses. The DEPARTMENT and the COUNTY may waive, wholly or partially, the requirements of this Article where CONSULTANT is seeking payment for a lump sum fee or direct non-salary costs.

ARTICLE 7. PAYMENT PROCESS. The CONSULTANT shall be paid in arrears based on actual allowable costs incurred during the period in accordance with this Agreement. Invoices shall be submitted to the DEPARTMENT and the COUNTY with a claim voucher (the "Voucher") in a form satisfactory to the DEPARTMENT and 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 DEPARTMENT and the COUNTY supporting the amount claimed, including certified payrolls, time cards, and personnel activity reports. Invoices are subject to the approval of the DEPARTMENT's representative, the COUNTY's representative, and review, approval and audit by the Nassau County Comptroller or his or her duly designated representative. Within ten (10) business days of receiving a complete invoice, the DEPARTMENT will notify the CONSULTANT, Nassau County Comptroller, and the COUNTY that the DEPARTMENT has approved the invoice, rejected the invoice, partially approved the invoice, or requires additional information to approve the invoice. Within ten (10) business days of receiving notice of invoice approval from the DEPARTMENT, the COUNTY (Department of Public Works) will notify the CONSULTANT, the Nassau County Comptroller, and the DEPARTMENT that the COUNTY has approved the invoice, rejected the invoice, partially approved the

invoice, or requires additional information to approve. Within twenty (20) business days of receiving notice of invoice approval from the COUNTY, the Nassau County Comptroller will notify the CONSULTANT, the DEPARTMENT, and the COUNTY, that the Nassau County Comptroller or his or her duly designated representative has approved the invoice, rejected the invoice, partially approved the invoice, or requires additional information to approve. When the Nassau County Comptroller or his or her duly designated representative approves an invoice, the Nassau County Comptroller will issue payment directly to the CONSULTANT in the amount approved by the DEPARTMENT, the COUNTY, and the Nassau County Comptroller.

The CONSULTANT shall inform the DEPARTMENT, the COUNTY, and all subcontractors and subconsultants of the CONSULTANT's schedule for submitting monthly invoices to the DEPARTMENT and the COUNTY. CONSULTANT shall strictly adhere to this schedule for submission of monthly invoices.

All subcontractor and subconsultant invoices received by the CONSULTANT at least ten (10) calendar days prior to a scheduled invoice submission, shall be included in that billing, even if the CONSULTANT does not have other costs to be billed for that period. The CONSULTANT shall inform the subcontractor or subconsultant of the date the invoice was submitted to the DEPARTMENT and the COUNTY and the amount included for the subcontractor or subconsultant.

The CONSULTANT is required, within seven (7) calendar days after receipt of payment from the COUNTY, to make payments to subcontractors or subconsultants by use of a negotiable instrument drawn such that funds are available by said seventh day. The CONSULTANT will not include any provisions in their subcontracts that would circumvent the requirement of the CONSULTANT to make payments to subcontractors and subconsultants within seven (7) days after receipt of payment from the COUNTY. CONSULTANT shall include a provision in all subcontracts that requires all subcontractors and subconsultants to make payment to any lower tier subcontractors or subconsultants within seven (7) days after receipt of payment from the CONSULTANT.

Accounts of the CONSULTANT shall clearly identify the costs of the work performed under this Agreement and shall be subject to periodic and final audit by the DEPARTMENT and the COUNTY. The DEPARTMENT and the COUNTY reserve the right to transmit these materials to state and federal agencies upon request for such documentation from such agencies. Such audit shall not be a condition of payment.

False statements, information or data submitted on or with invoices for payment may result in one or more of the following actions by the DEPARTMENT: (i) termination of the Agreement; (ii) disapproval of future contracts and subcontracts; (iii) directing the COUNTY to withhold payment under the Agreement; (iv) civil and/or criminal prosecution. This paragraph is solely for the benefit of the DEPARTMENT, and any action or non-action hereunder by the DEPARTMENT shall not give rise to any liability on the part of the DEPARTMENT.

The DEPARTMENT and the COUNTY may waive, wholly or partially, the requirements of this Article where CONSULTANT is seeking payment for a lump sum fee or direct non-salary costs.

ARTICLE 8. FINAL PAYMENT. Upon satisfactory completion and acceptance by the DEPARTMENT of all services required under this Agreement, or all services performed prior to the termination of said Agreement, and upon the submission of the CONSULTANT's certification that all subconsultants/subcontractors have been paid their full and agreed compensation, the CONSULTANT

shall submit its final invoice. Upon submission of the CONSULTANT's final invoice, together with the Voucher, the DEPARTMENT hereby reserves a sixty (60) calendar day audit period. Within twenty (20) days of the completion of the sixty (60) calendar day audit period, the DEPARTMENT will notify the CONSULTANT, Nassau County Comptroller, and the COUNTY that the DEPARTMENT has approved the final invoice, rejected the final invoice, partially approved the final invoice, or requires additional information to approve the final invoice. Within twenty (20) business days of receiving notice of final invoice approval from the DEPARTMENT, the COUNTY (Department of Public Works) will notify the CONSULTANT, the Nassau County Comptroller, and the DEPARTMENT that the COUNTY has approved the final invoice, rejected the final invoice, partially approved the final invoice, or requires additional information to approve the final invoice. Within thirty (30) business days of receiving notice of final invoice approval from the COUNTY (Department of Public Works), the Nassau County Comptroller will notify the CONSULTANT, the DEPARTMENT, and the COUNTY, that the Nassau County Comptroller or his or her duly designated representative has approved the final invoice, rejected the final invoice, partially approved the final invoice, or requires additional information to approve the final invoice. When the Nassau County Comptroller or his or her duly designated representative approves the final invoice, the Nassau County Comptroller will issue payment directly to the CONSULTANT in the amount approved by the DEPARTMENT, the COUNTY, and the Nassau County Comptroller.

The acceptance by the CONSULTANT of the final payment shall operate as and shall be a release to the COUNTY and DEPARTMENT (to the extent that the DEPARTMENT is liable, if at all) from all claims and liability to the CONSULTANT, its representatives and assigns for any and all things done, furnished for or relating to the services rendered by the CONSULTANT under or in connection with this Agreement or for any part thereof except as otherwise provided in ARTICLE 9 (c) of this Agreement.

The CONSULTANT shall maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and make such materials available at CONSULTANT's office at all reasonable times during the period of this Agreement and for at least six years after the later of the termination of, or final payment made by the COUNTY under, this Agreement, for inspection by the DEPARTMENT, the COUNTY, or any authorized representatives of the State or Federal Government, and copies thereof shall be furnished if requested.

ARTICLE 9. COST CONTROL AND EXTRA WORK.

a. This Agreement shall be continuously reviewed by the CONSULTANT. The CONSULTANT shall notify the DEPARTMENT of the results of those reviews in writing by submittal of a monthly Cost Control Report similar to EXHIBIT C. The CONSULTANT shall make all efforts to adjust expense rates at the request of the DEPARTMENT. The CONSULTANT will submit each Cost Control Report to designated contacts at the DEPARTMENT, the COUNTY, and the Nassau County Comptroller.

b. If the CONSULTANT believes that any work is or may be beyond the scope of the Agreement (extra work), or that additional work is necessary, the CONSULTANT shall notify the DEPARTMENT and the COUNTY, in writing, of this fact prior to beginning any of the work. The notification shall include all information required by the DEPARTMENT. The DEPARTMENT and the COUNTY shall determine whether or not such work is in fact beyond the scope of this Agreement and constitutes extra work. No extra or additional work shall be started prior to written authorization from the DEPARTMENT and the COUNTY. Neither the COUNTY nor the DEPARTMENT shall be obligated to reimburse the CONSULTANT for any extra or additional work performed without the prescribed notification and authorization. The

DEPARTMENT will not allow fixed fee for any work undertaken without prescribed notification and authorization. In the event that the DEPARTMENT determines that such work does constitute extra work, the DEPARTMENT, the COUNTY, and the CONSULTANT shall work in good faith to negotiate and execute an amendment executed in accordance with this Agreement providing the compensation and describing the work authorized.

c. In the event of any claims being made or any actions being brought in connection with the Agreement or the project underlying the Agreement, the CONSULTANT agrees to render all assistance required by the DEPARTMENT or the COUNTY. Compensation for work performed and costs incurred in connection with this requirement shall be made in a fair and equitable manner. In all cases provided for in this Agreement for the additional services above described, the DEPARTMENT'S directions shall be exercised by the issuance of an amendment executed in accordance with this Agreement, if necessary.

ARTICLE 10. SUB-SURFACE INFORMATION. Sub-surface soil investigations to determine sub-surface soil conditions will be made available to the CONSULTANT for guidance in performing the services described in ATTACHMENT 1.

ARTICLE 11. CONSULTANT RESPONSIBILITY. The CONSULTANT shall be responsible for all damage to life and property due to the willful conduct or negligent acts, errors or omissions of the CONSULTANT, its subcontractors, agents or employees, in the performance of its service under this Agreement. To the fullest extent permitted by law, the CONSULTANT shall indemnify and save harmless the DEPARTMENT and the State of New York, its employees, its agents and contractors, the COUNTY and its agents and contractors, and/or any municipality, public benefit corporation, railroad, and/or public utility whose property or facilities are affected from and against any and all liability, loss, claims, demands, suits, costs, fees, interest and expenses (including actual fees and expenses of attorneys, expert witnesses, and other consultants), by whomsoever brought and regardless of the legal theories upon which premised, including, but not limited to those arising out of bodily injury to, or sickness or death of, any person, or property damage or destruction (including loss of use), which may be imposed upon, incurred by or asserted against the DEPARTMENT (its employees, its agents and contractors), the State of New York (and its agents and contractors), the COUNTY (and its agents and contractors), and/or any municipality, public benefit corporation, railroad, and/or public utility and their respective agents and contractors whose property or facilities are affected, to the extent caused by any negligent act, error or omission or any intentional conduct (including unauthorized use of intellectual property) (i) of the CONSULTANT; or (ii) of the CONSULTANT's subconsultants, subcontractors or suppliers at any tier of subcontract; or (iii) of the agents, employees or servants of the CONSULTANT or its subconsultants, subcontractors or suppliers. The CONSULTANT shall also indemnify and hold harmless the DEPARTMENT for breach of contract not related to professional services.

The DEPARTMENT reserves the right to direct the COUNTY to retain such monies from the amount due the CONSULTANT as may be necessary to satisfy any claim for damages recovered against the DEPARTMENT or State of New York, the COUNTY, or any municipality and/or any public benefit corporation, railroad or public utility whose property or facilities are affected by the work or contractors working for the DEPARTMENT or the COUNTY relative to the project underlying the Agreement. The CONSULTANT's obligation for claims under this paragraph shall not be deemed waived by the failure of the DEPARTMENT to direct the COUNTY to retain, or for the COUNTY to fail to retain, the whole or any part of such monies due the CONSULTANT, nor where such suit, action, damages and/or costs have not been resolved or determined prior to release of any monies to the CONSULTANT under the Agreement, nor shall such obligation be deemed limited or discharged by the enumeration or procurement

of any insurance for liability for damages imposed by law upon the CONSULTANT, subcontractor or the DEPARTMENT, the State of New York, the COUNTY, any municipality and/or any public benefit corporation, railroad or public utility whose property or facilities are affected by the work, or for any consultants working for the State of New York, the DEPARTMENT or the COUNTY. It is understood by and between the DEPARTMENT and the CONSULTANT that the CONSULTANT's Professional Liability/Errors and Omissions policy required pursuant to this Agreement shall be utilized for claims involving the CONSULTANT's professional liability, and that claims that exceed the policy coverage will be the responsibility of the CONSULTANT. The CONSULTANT shall not be entitled to, and hereby waives any monetary claims for or damages arising from or related to, lost profits, lost business opportunities, unabsorbed overhead or any indirect consequential damages.

CONSULTANT has the obligation, at its own expense, for the defense of any action or proceeding which may be brought against the COUNTY related to the Agreement. This obligation shall include the cost of attorneys' fees, disbursements, costs and other expenses incurred in connection with such action or proceeding. CONSULTANT's duty under this paragraph does not extend to those suits, actions, damages and costs of every name that arise out of the sole negligence of the DEPARTMENT, the State of New York, the COUNTY, or the negligence of any municipality and/or any public benefit corporation, railroad or public utility whose property or facilities are affected by the contract work under this Agreement, or the negligence of any consultants or agents (except the CONSULTANT, the CONSULTANT's agents, employees, servants or subcontractors at any tier) working for the DEPARTMENT, the COUNTY, or the State of New York, their agents or employees, relative to the construction, alteration, or repair or maintenance of a building, highway, utility or structure or appurtenances and appliances thereof including moving, demolition and excavating connected therewith. The DEPARTMENT elects to tender its own defense of such actions. Notwithstanding the foregoing, the parties being defended by the CONSULTANT may elect to join any action or tender their own defense, at their sole expense and discretion.

CONSULTANT shall have authority to act on behalf of the DEPARTMENT only to the extent provided in this Agreement. CONSULTANT shall not be responsible for the health or safety programs or precautions related to the DEPARTMENT's activities or operations or those of the Design-Build Contractors and consultants or their respective subcontractors and vendors under contract with the DEPARTMENT working on the Project (collectively "Design-Build Contractors"). CONSULTANT shall have no responsibility for: (i) Design-Build Contractors' construction means, methods, techniques, safety and sequences or procedures; (ii) for the direction of Design-Build Contractors' personnel; (iii) selection or inspection of Design-Build Contractors' construction equipment; (iv) quality of Design-Build Contractors' work (however, CONSULTANT may have responsibility for inspection of the quality of Design-Build Contractors' work); (v) for placing into operation any plant or equipment; or (vi) for Design-Build Contractors' failure to perform the work in accordance with any applicable construction contract.

ARTICLE 12. INSURANCE REQUIREMENTS.

a. The CONSULTANT agrees to procure and maintain during the entire period of this Agreement, at its own expense and without expense to the DEPARTMENT or the COUNTY, insurance of the kinds and amounts hereinafter provided by insurance companies licensed to do business in the State of New York, covering all operations under this Agreement.

b. The CONSULTANT shall furnish to the DEPARTMENT and the COUNTY a certificate or certificates with the appropriate endorsements showing that it has complied with this Article. The insurance documentation shall provide that:

1. Liability and protective liability insurance policies shall provide primary and non-contributory coverage to the DEPARTMENT and the COUNTY for any claims arising from the CONSULTANT's Work under this contract, or as a result of the CONSULTANT's activities.

2. The following entities listed below shall be noted as Certificate Holder on all liability insurance certificate(s) and such coverage shall be extended to afford Additional Insured status to those entities, as evidenced by specific endorsement(s) provided to the DEPARTMENT and the COUNTY:

The State of New York, NYS Department of Environmental Conservation
its officers, agents and employees,
Bureau of Contract and Grant Development
625 Broadway, Tenth Floor
Albany, NY 12233-1080

-and-

Nassau County, and its officers, agents and employees
1550 Franklin Avenue
Mineola, NY 11501

3. The policies shall include a waiver of subrogation endorsement in favor of the DEPARTMENT and the COUNTY as additional insureds. The endorsement shall be on ISO Form number CG 24 04 or a similar form with same modification to the policy.

4. Policies shall not be changed or canceled until thirty (30) days prior written notice has been given to the DEPARTMENT and the COUNTY; as evidenced by endorsement or declarations page.

5. Insurance documentation shall disclose any deductible, self-insured retention, aggregate limit or any exclusion to the policy that materially changes the coverage required by the Agreement.

6. Endorsements in writing must be added to and made part of the insurance contract for the purpose of changing the original terms to reflect the revisions and additions as described. A copy of these endorsements must be provided to the DEPARTMENT and the COUNTY.

7. Applicable insurance policy number(s) referenced on the ACORD form must be referenced in the supporting documentation requested by the DEPARTMENT or the COUNTY and supplied by the insurance company (e.g. endorsement page, declarations page, etc.).

8. When coverage is provided by a non-admitted carrier, a copy of the declarations page along with the ELANY stamped certification wording affixed to the certificate of insurance must be provided to ensure that the excess line insurance has met all of the requirements for a valid excess line transaction in accordance with Article 21 of the New York State Insurance Law.

9. Worker's Compensation and Disability Benefits certificates shall name the New York State Department of Environmental Conservation, Bureau of Contracts and Grant Development, 625 Broadway, Tenth Floor, Albany, NY 12233-1080, and Nassau County Department of Public Works, Commissioner of Public Works, 1194 Prospect Avenue, Westbury, New York 11590, as entity requesting proof of coverage.

10. This Agreement shall be void and of no effect unless the CONSULTANT procures the required insurance policies and maintains them until acceptance or completion of the work, whichever event is later. If at any time during the term of this contract the coverage provisions and limits of the policies required herein do not meet the provisions and limits set forth in the Agreement or proof thereof is not provided to the DEPARTMENT and the COUNTY, the CONSULTANT shall immediately cease Work on the Project. The CONSULTANT shall not resume Work on the Project until authorized to do so by the DEPARTMENT and the COUNTY. Any delay, time lost, or additional cost incurred as a result of the CONSULTANT not having insurance required by the Agreement or not providing proof of same in a form acceptable to the DEPARTMENT and the COUNTY, shall not give rise to a delay claim or any other claim against the DEPARTMENT or the COUNTY. Should the CONSULTANT fail to provide or maintain any insurance required by this Agreement, or proof thereof is not provided to the DEPARTMENT and the COUNTY, the DEPARTMENT may request the COUNTY to withhold, or the COUNTY may withhold on its own accord, further contract payments, treat such failure as a breach or default of this Agreement, and/or, after providing written notice to the CONSULTANT, require the Surety, if any, to secure appropriate coverage and/or purchase insurance complying with the Agreement and charge back such purchase to the CONSULTANT.

11. Should the CONSULTANT engage a subcontractor, the CONSULTANT shall impose the insurance requirements of this document on the subcontractor, as applicable. The CONSULTANT shall determine the required insurance types and limits, commensurate with the work of the Subcontractor and maintain the certificate or certificates and endorsements for all subcontractors hired as part of the CONSULTANT's records.

c. The following types and amounts of insurance are required for this Agreement:

1. Workers' Compensation

For work to be performed in New York State, the CONSULTANT shall provide and maintain full New York State coverage during the life of this contract for the benefit of such employees as are required to be covered by the New York State Workers' Compensation Law.

If the agreement involves work on or near a shoreline, a U.S. Longshore and Harbor Workers' Compensation Act and/or Jones Act policy as applicable must be provided. Any waiver of this requirement must be approved by the DEPARTMENT and will only be granted in unique or unusual circumstances.

Evidence of Workers' Compensation and Employers Liability coverage must be provided on one of the following forms specified by the Chairman of the New York State Workers' Compensation Board:

FORM #	FORM TITLE
C-105.2	Certificate of Workers' Compensation Insurance (September 2007, or most current version)
U-26.3	State Insurance Fund Version of the C-105.2 form
SI-12/ GSI-105.2	Certificate of Workers' Compensation Self-Insurance
CE-200	Certificate of Attestation of Exemption (when CONSULTANT meets the requirements.)

All forms are valid for one year from the date the form is signed/stamped, or until policy expiration, whichever is earlier. ACORD forms are not acceptable proof of New York State Workers' Compensation Insurance coverage. Additional information can be obtained at the Workers' Compensation website:
http://www.wcb.ny.gov/content/main/Employers/Employers.jsp

2. Disability Benefits

For work to be performed in New York State, the CONSULTANT shall provide and maintain coverage during the life of this Agreement for the benefit of such employees as are required to be covered by the New York State Disability Benefits Law. Any waiver of this requirement must be approved by the DEPARTMENT and will only be granted in unique or unusual circumstances. Evidence of Disability Benefits coverage must be provided on one of the following forms specified by the Chairman of the New York State Workers' Compensation Board:

FORM #	FORM TITLE
DB-120.1	Certificate of Insurance Coverage under the New York State Disability Benefits Law
DB-155	Certificate of Disability Self-Insurance
CE-200	Certificate of Attestation of Exemption (when CONSULTANT meets the requirements.)

All forms are valid for one year from the date the form is signed/stamped, or until policy expiration, whichever is earlier. ACORD forms are not acceptable proof of New York State Disability Benefits Insurance coverage. Additional information can be obtained at the Workers' Compensation website:
http://www.wcb.ny.gov/content/main/Employers/Employers.jsp

3. Commercial General Liability Insurance

CONSULTANT shall provide and maintain Commercial General Liability Insurance (CGL) covering the liability of the CONSULTANT for bodily injury, property damage, and personal/advertising injury arising from all work and operations under this contract. The limits under such policy shall not be less than the following:

- Each Occurrence limit – $1,000,000
- General Aggregate – $2,000,000
- Products/Completed Operations – $2,000,000
- Personal & Advertising Injury - $1,000,000
- Damage to Rented Premises - $50,000
- Medical Expense - $5,000

Coverage shall include, but not be limited to, the following:

- Premises liability
- Independent contractors
- Blanket contractual liability, including tort liability of another assumed in a contract
- Defense and/or indemnification obligations, including obligations assumed under this contract
- Cross liability for additional insureds
- Products/completed operations for a term of no less than 3 years, commencing upon acceptance of the work, as required by the contract

The following ISO form must be endorsed to the policy:

a. CG 20 10 11 85, or, an equivalent – Additional Insured-Owner, Lessees or Contractors (Form B)

Limits may be provided through a combination of primary and umbrella/excess liability policies. The CGL aggregate shall be endorsed to apply on a per project basis for construction contracts.

4. Business Automobile Liability

CONSULTANT shall provide and maintain Business Automobile Liability insurance covering liability arising out of the use of any registered motor vehicle in connection with the Agreement, including owned, leased, hired and non-owned vehicles. Such policy shall have a combined single limit for Bodily Injury and Property Damage of at least $1,000,000.

The CONSULTANT shall assume full responsibility and liability that owners and operators of any registered motor vehicles entering State Land to conduct work under this contract carry the same Business Automobile Liability Insurance of the kinds and amounts listed above. The DEPARTMENT reserves the right to request proof of the same.

5. Professional Liability

The CONSULTANT shall procure and maintain during and for a period of three (3) years after completion of this Agreement, Professional Liability Insurance in the amount of $1,000,000 issued to and covering damage for liability imposed on the CONSULTANT by this contract or law arising out of any negligent act, error, or omission in the rendering of or failure to render professional services required by this contract. The professional liability insurance may be issued on a claims-made policy form, in which case the CONSULTANT shall purchase at its sole expense, extended Discovery Clause coverage of up to three (3) years after work is completed if coverage is cancelled or not renewed. The CONSULTANT shall provide coverage for its negligent act, error or omission in rendering or failing to render professional services required by this contract arising out of specifications, installation, modification, abatement, replacement or approval of products, materials or processes containing pollutants, and the failure to advise of or detect the existence or the proportions of pollutants.

Should any subcontractor(s) or supplier(s) retained by the CONSULTANT provide professional services requiring design (i.e. the signature, stamp or certification of a licensed professional), the CONSULTANT shall collect Professional Liability Insurance from the subcontractor(s) or supplier(s) and retain said insurance as part of the contract documents.

6. Umbrella and Excess Liability

When the limits of the CGL, Auto, and/or Employers' Liability policies procured are insufficient to meet the limits specified, the CONSULTANT shall procure and maintain Commercial Umbrella and/or Excess Liability policies with limits in excess of the primary; provided, however, that the total amount of insurance coverage is at least equal to the requirements set forth above. Such policies shall follow the same form as the primary.

7. Railroad Protective Liability

In the event that any work under this contract is to be performed on or within 50 ft. of railroad property or a railroad right-of-way, the CONSULTANT shall provide and maintain a Railroad Protective Liability (RRP) Policy in the amounts required by the respective Railroad.

The policy must name the Railroad as the Named Insured and the definition of "physical damage to property" must be amended to mean direct and accidental loss of or damage to "all property of any Named Insured and all property in any Named Insured's care, custody or control". No Additional Insureds can be listed on the policy.

Evidence of Railroad Protective Liability Insurance must be provided on the Certificate of Insurance, and a detailed Binder pending issuance of the policy, or on an ISO-RIMA or equivalent form approved by the Railroad, and meet any other requirements as specified by the Railroad and/or the Department of Environmental Conservation.

8. Marine Protection & Indemnity

Anytime the activity involves work on navigable water or work is connected to water related activities, CONSULTANT shall procure Marine Protection & Indemnity and Hull and Machinery coverage. Hull and Machinery coverage shall be provided for the total value of the watercraft or equipment. The CONSULTANT shall obtain Protective and Indemnity Liability insurance for all marine operations under the Agreement, with a minimum $1,000,000 limit. Policies shall name the State of New York, NYS Department of Environmental Conservation, its officers, agents and employees, and the County of Nassau as Additional Insureds.

d. In order that CONSULTANT may be fully protected against third party claims, the DEPARTMENT agrees to require any Design-Build Contractor working pursuant to a contract with the DEPARTMENT to obtain and maintain, for the benefit of CONSULTANT, the same indemnities and insurance benefits obtained for the protection of the DEPARTMENT and shall obtain from any Design-Build Contractor insurance certificates naming CONSULTANT as an additional named insured.

ARTICLE 13. INTERCHANGE OF DATA. All technical data related to the project underlying this Agreement existing in the office of any one party to this Agreement shall be made available to any other party to this Agreement without expense to the requesting party. Consistent with the professional standard

of care defined in ARTICLE 1, and unless otherwise specifically provided herein, CONSULTANT shall be entitled to rely upon the accuracy of data and information provided by the DEPARTMENT, the COUNTY or others without independent review or evaluation, unless such independent review and evaluation is requested by the DEPARTMENT.

ARTICLE 14. DISPOSITION OF PLANS, ESTIMATES AND OTHER DATA. At the time of completion of the work, the CONSULTANT shall make available to the DEPARTMENT and the COUNTY all survey notes, computations, maps, tracings, original aerial film and photo indices if any, and all other documents and data pertaining to the work or to the project underlying this Agreement which material at all times shall be the property of the DEPARTMENT. In the event that this Agreement is terminated for any reason, then, within ten (10) days after such termination, the CONSULTANT shall make available to the DEPARTMENT and the COUNTY all documents, work products or materials related to the Agreement. All original tracings of maps and other engineering data furnished to the DEPARTMENT and/or the COUNTY by the CONSULTANT shall bear thereon the endorsement of the CONSULTANT. All plans, estimates and other data prepared in accordance with this Agreement shall be considered confidential and shall be released only to the DEPARTMENT and the COUNTY.

ARTICLE 15. DAMAGES AND DELAYS. The CONSULTANT agrees that no charges or claims for damages shall be made by CONSULTANT for any delays or hindrances from any cause whatsoever during the progress of any portion of the services specified in this Agreement. Such delays or hindrances, if any, shall be compensated for by an extension of time, in writing, for such reasonable period as the DEPARTMENT and the COUNTY may decide, it being understood however, that the permitting of the CONSULTANT to proceed to complete any services or any part of them after the date of completion or after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the DEPARTMENT or the COUNTY of any of its rights herein.

ARTICLE 16. NOTICE OF BANKRUPTCY, VENUE, AUDITS. If, prior to final audit, CONSULTANT files for relief pursuant to Title 11 of the United States Code under the Bankruptcy Laws or a successor statute, this Agreement shall be treated as an executory contract under 11 U.S.C. § 365 of the Bankruptcy Laws or successor statute, and subject to assumption or rejection by the debtor within the time permitted by law.

The CONSULTANT must immediately send written notice to the DEPARTMENT's Bureau of Contract and Grant Development, with copy to the DEPARTMENT's Office of General Counsel, at its main office at 625 Broadway, Albany, New York 12233 and the COUNTY at Nassau County Department of Public Works, Commissioner of Public Works, 1194 Prospect Avenue, Westbury, New York 11590, with copy to the Office of the Nassau County Attorney, County Attorney, 1 West Street, Mineola, New York 11501, and send all relevant pleadings of the voluntary or involuntary filing of a Bankruptcy proceeding by the CONSULTANT, its subsidiary, its principals and officers or a related entity whether or not the CONSULTANT believes that any debt is owed to the DEPARTMENT by final audit or otherwise.

The determination of any rights under this Agreement shall be adjudicated in a STATE or FEDERAL Court with jurisdiction over the matter, and venue for the determination of such rights shall be in Albany County, New York.

The CONSULTANT agrees that the automatic stay under 11 U.S.C. § 362 or a successor statute shall be deemed inapplicable or that this Agreement shall constitute consent to the lifting of the stay with respect to the DEPARTMENT's or COUNTY's performance of or completion of any audit pursuant to the terms of this Agreement.

ARTICLE 17. TERMINATION. The DEPARTMENT and the COUNTY shall have the independent and absolute right to terminate this Agreement, and such action shall in no event be deemed a breach of contract:

a. If a termination is brought about for the convenience of the DEPARTMENT or the COUNTY and not as a result of unsatisfactory performance on the part of the CONSULTANT, final payment shall be made based on the actual costs audited in accordance with the terms of this Agreement.

b. If the termination is brought about as a result of unsatisfactory performance on the part of the CONSULTANT, the value of the work performed by the CONSULTANT prior to termination shall be established by the DEPARTMENT and the COUNTY.

c. The DEPARTMENT reserves the right to terminate this Agreement in the event it is found that the certification filed by the CONSULTANT in accordance with New York State Finance Law § 139-k, was intentionally false or intentionally incomplete. Upon such finding, the State may exercise its termination right by providing written notification to the CONSULTANT in accordance with the terms of the Agreement.

d. For contracts subject to New York State Worker's Compensation Law (WCL) § 141-b, the DEPARTMENT reserves the right to terminate the Agreement if it is later determined that at the time of either the Statement of Qualifications submission or contract award, the CONSULTANT was, in fact, debarred by WCL § 141-b, or was the substantially-owned affiliate of a debarred contractor/consultant.

e. The DEPARTMENT reserves the right to terminate this Agreement in the event it is found that the certification filed by the CONSULTANT in accordance with § 5-a of the Tax Law is not timely filed during the term of the Agreement or the certification furnished was intentionally false or intentionally incomplete. Upon such finding, the DEPARTMENT may exercise its termination right by providing written notification to the CONSULTANT.

f. Upon written notice to the CONSULTANT, and a reasonable opportunity to be heard with appropriate DEPARTMENT and COUNTY officials or staff, the Agreement may be terminated by the Commissioner of the New York State Department of Environmental Conservation (the "Commissioner") or his or her designee, or the County Executive or his or her designee at the CONSULTANT's expense where the CONSULTANT is determined by the Commissioner or his or her designee, or the County Executive or his or her designee, to be non-responsible. In such event, the Commissioner or his or her designee, or the County Executive or his or her designee, may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

ARTICLE 18. NOTICES. All notices permitted or required hereunder shall be in writing and shall be transmitted either:

(a) via certified or registered United States mail, return receipt requested;
(b) by facsimile transmission;
(c) by personal delivery;
(d) by expedited delivery service; or

(e) by e-mail.

Such notices shall be addressed as follows or to such different addresses as the parties may from time-to-time designate:

Thomas J. King, Esq.
New York State Department of Environmental Conservation
Office of General Counsel
625 Broadway, 14th Floor
Albany, New York 12233
(518) 402-0021
Thomas.King@dec.ny.gov

Susan D. McCormick, P.E.
New York State Department of Environmental Conservation
Office of the Executive
625 Broadway, 14th Floor
Albany, New York 12233
(518) 402-8127
Susan.McCormick@dec.ny.gov

Paul Storella
AECOM USA, Inc.
125 Broad Street
New York, New York 10004
(212) 984-7379
Paul.Storella@aecom.com

Jane Houdek, Esq.
Nassau County Dept. of Public Works
1194 Prospect Avenue
Westbury, New York 11590
(516) 571-9458
Jhoudek@nassaucountyny.gov

Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

The Parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The Parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

ARTICLE 19. DEATH OR DISABILITY OF THE CONSULTANT. In case of the death or disability of one or more but not all the persons herein referred to as CONSULTANT, the rights and duties of the

CONSULTANT shall devolve upon the survivor or survivors of them, who shall be obligated to perform the services required under this Agreement, and the COUNTY shall make all payments otherwise due upon approval of the DEPARTMENT and the COUNTY.

In case of the death or disability of all the persons herein referred to as CONSULTANT, all data and records pertaining to the Agreement shall be delivered within 60 days to the DEPARTMENT or a duly authorized representative. In case of the failure of the CONSULTANT's successors or personal representatives to make such delivery on demand, then in that event the representatives of the CONSULTANT shall be liable to the DEPARTMENT for any damages it may sustain by reason thereof. Upon the delivery of all such data to the DEPARTMENT, the DEPARTMENT will direct the COUNTY to pay to the representatives of the CONSULTANT all amounts due the CONSULTANT, including retained percentages to the date of the death of the last survivor, subject to the COUNTY's review and approval.

ARTICLE 20. ETHICS. CONSULTANT agrees to comply with APPENDIX C, Standard Clauses for Ethics in all NYSDEC Contracts. CONSULTANT agrees to ensure that neither the CONSULTANT nor the CONSULTANT's subconsultants or subcontractors at any tier may provide services during the term of this Agreement for the construction or design contractor or any of their subcontractors relating to the contract work without prior written permission from the DEPARTMENT.

ARTICLE 21. INDEPENDENT CONTRACTOR. The CONSULTANT, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself consistent with such status, that he will neither hold himself out as, nor claim to be, an officer or employee of the State of New York or the County of Nassau by reason hereof, and that he will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the State of New York or the County of Nassau, including but not limited to Worker's Compensation coverage, Unemployment Insurance benefits, Social Security coverage or Retirement membership or credit.

ARTICLE 22. TRANSFER OF AGREEMENT. The CONSULTANT specifically agrees that he is prohibited by law from assigning, transferring, conveying, subletting or otherwise disposing of the Agreement or of his right, title or interest therein, or his power to execute such Agreement, to any other person, company or corporation, without the prior consent in writing of the DEPARTMENT and the COUNTY. If this provision of the law is violated, the DEPARTMENT shall revoke and annul the Agreement, and the DEPARTMENT and the COUNTY shall be relieved from any and all liability and obligations there under to the person, company or corporation to whom the CONSULTANT shall assign, transfer, convey, sublet or otherwise dispose of the Agreement. Nothing in this Agreement shall create or give to third parties any claim or right of action against the CONSULTANT, the State of New York, or the COUNTY beyond such as may legally exist irrespective of this Agreement.

ARTICLE 23. PROPRIETARY RIGHTS. Any invention or discovery made or conceived in the performance of the Agreement shall be the property of the DEPARTMENT. CONSULTANT shall be entitled to a non-exclusive, royalty-free license under any patent.

ARTICLE 24. SUBCONTRACTORS/SUBCONSULTANTS. The CONSULTANT shall not obtain the services of any subcontractor or subconsultant (firm or individual) that is not specifically identified in the Exhibits of the Agreement without first receiving authorization from the DEPARTMENT and the COUNTY. All subconsultants performing work under this Agreement shall provide their services directly to and be directly supervised by the CONSULTANT, unless the DEPARTMENT specifically authorizes, in writing, the provision of such services directly to another subconsultant either identified in the Exhibits

of the Agreement or authorized in writing by the DEPARTMENT to provide subconsultant services to the CONSULTANT. Neither the DEPARTMENT nor the COUNTY have any obligation to provide reimbursement for unauthorized work performed by any subcontractor or subconsultant, or for any work performed by an unauthorized subcontractor or subconsultant. CONSULTANT must self-perform at least 50% of the work contained in the Agreement, unless otherwise directed by the Department.

For contracts subject to New York State Worker's Compensation Law (WCL) § 141-b, the DEPARTMENT reserves the right to suspend or terminate this Agreement in the event it is found that at the time of either the Statement of Qualifications submission or contract award, any subcontractor or subconsultant (firm or individual) was, in fact suspended or debarred under WCL § 141-b, or was the substantially-owned affiliate of a suspended or debarred contractor/consultant. Upon such finding, the DEPARTMENT also reserves the right to direct the CONSULTANT to replace, subject to the DEPARTMENT's written approval and at no additional charge to the DEPARTMENT or the COUNTY, any subcontractor/subconsultant who the DEPARTMENT or the CONSULTANT subsequently learns was debarred.

All subcontracts and subconsultants performing work on this project shall be bound by the same required contract provisions in this Agreement as the CONSULTANT. All agreements between the CONSULTANT and a subcontractor or subconsultant shall incorporate by reference this Agreement, including all documents identified under Article 3. All responsibilities of the CONSULTANT under this Agreement must be passed down to subconsultants and subcontractors at all tiers. Such agreements shall be subject to review by the DEPARTMENT. The CONSULTANT shall not terminate the services of any subconsultant identified in the Exhibits to perform work covered by this Agreement without proposing an acceptable alternative for accomplishing the work and receiving approval in writing from the DEPARTMENT.

ARTICLE 25. DBE, M/WBE, EEOC and SDVOB REQUIREMENTS. CONSULTANT agrees to comply with the requirements set forth in Appendix D, the Environmental Facilities Corporation's (EFC) Program Requirements and Bid Packet for Non-Construction Contracts, including but not limited to the 20% combined M/WBE goal for Clean Water State Revolving Fund projects. If the COUNTY elects to use a funding source other than EFC funds to fund this Agreement, CONSULTANT agrees to renegotiate this clause in good faith with all Parties to the Agreement.

ARTICLE 26. RESPONSIBILITY OF THE CONSULTANT.

a. The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications and other services furnished by the CONSULTANT under this Agreement. The CONSULTANT shall, without undue delays and without additional compensation, correct or revise any errors or deficiencies in its work, including designs, drawings, specifications, and other services. However, the DEPARTMENT may in certain circumstances direct the COUNTY to issue compensation for such work or make necessary adjustments as directed by the DEPARTMENT, subject to COUNTY review and approval.

b. Neither the DEPARTMENT'S review, approval or acceptance of, nor the COUNTY's review, approval, and payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the CONSULTANT shall be and remain liable to the DEPARTMENT and the COUNTY in accordance with applicable law for all damages to the

DEPARTMENT or the COUNTY caused by the CONSULTANT's negligent performance or breach of contract of any of the services furnished under this Agreement.

c. The rights and remedies of the DEPARTMENT and the COUNTY provided for under this Agreement are in addition to any other rights and remedies provided by law.

d. If the CONSULTANT is comprised of more than one legal entity or any group of partners or joint ventures associated for the purposes of undertaking this Agreement, each such entity acknowledges and hereby affirmatively represents and agrees that each has the power to bind the CONSULTANT and each of the others hereunder; and as such, each acts both as principal and agent of the CONSULTANT and of each of the others hereunder. Each further acknowledges and agrees that all such entities, partners or joint ventures associated for the purposes of undertaking this Agreement shall be jointly and severally liable to third parties, including but not limited to the DEPARTMENT and/or the COUNTY, for the acts or omissions of the CONSULTANT or any other entity, partner or joint venture hereunder.

e. If the CONSULTANT is comprised of more than one legal entity or any group of partners or joint ventures associated for the purposes of undertaking this agreement, each such entity acknowledges and hereby affirmatively represents and agrees that the respective rights, duties and liabilities of each hereunder shall be governed by the laws of the State of New York, including but not limited to the New York Partnership Law.

f. CONSULTANT's opinions of probable total Project costs and Project construction costs, if any, provided as part of the services under this Agreement are made on the basis of CONSULTANT's knowledge, experience, and qualifications and represent CONSULTANT's judgment as an experienced and qualified professional engineer, familiar with the construction industry; but CONSULTANT cannot and does not guarantee that proposals, bids, or actual total Project costs or Project construction costs will not vary from opinions of probable cost provided by CONSULTANT.

ARTICLE 27. SECURITY AND CONFIDENTIALITY OF INFORMATION. Information received as part of this Agreement shall be considered "Confidential Information." The CONSULTANT warrants that it will take the appropriate steps as to its personnel, agents, officers and any subcontractors or subconsultants regarding the obligations arising under this clause to ensure such confidentiality. The CONSULTANT shall have written policies and/or business procedures in place which will protect Confidential Information from unauthorized disclosure, use, access, loss, alteration or destruction. The CONSULTANT may disclose to other parties, as authorized by the DEPARTMENT's designee and the COUNTY's designee, or as described in the scope of services, only the information necessary to perform services under this Agreement. However, the CONSULTANT shall in no circumstance communicate with the public or news media without prior authorization from the DEPARTMENT's designee and the COUNTY's designee. Neither shall the CONSULTANT disclose information deemed confidential by the DEPARTMENT or the COUNTY nor shall the CONSULTANT disclose any other information obtained or developed in the performance of services under this Agreement without the written authorization of the DEPARTMENT and the COUNTY. This warranty shall survive termination of this Agreement.

ARTICLE 28. VENDOR RESPONSIBILITY. The DEPARTMENT has undertaken an affirmative review of the proposed CONSULTANT's responsibility in accordance with the applicable standards outlined in the NYS Comptroller's Guide to Financial Operations, Section XI.16, *Vendor Responsibility*

and based upon such review and representations made by the CONSULTANT; reasonable assurance that the proposed CONSULTANT is responsible has been determined at the time of this Agreement's award.

The CONSULTANT shall at all times during the Agreement term remain responsible. The CONSULTANT agrees, if requested by the Commissioner or his or her designee, or by the COUNTY, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

The Commissioner or his or her designee, or the County Executive or his or her designee, in their discretion, reserve the right to suspend any or all activities under this Agreement, at any time, when he or she discovers information that calls into question the responsibility of the CONSULTANT or a subcontractor at any tier. In the event of such suspension, the CONSULTANT will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the CONSULTANT must comply with the terms of the suspension order. Contract activity may resume at such time as the party that suspended the activities issues a written notice authorizing a resumption of performance under the Agreement.

Upon written notice to the CONSULTANT and a reasonable opportunity to be heard with appropriate DEPARTMENT and COUNTY officials or staff, the Agreement may be terminated by the Commissioner or his or her designee at the CONSULTANT's expense where the CONSULTANT is determined by the Commissioner or his or her designee, or the County Executive or his or her designee, to be non-responsible. In such event, the Commissioner or his or her designee, or the County Executive or his or her designee, may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

If at any time during performance under this Agreement total compensation to a subcontractor exceeds or is expected to exceed $100,000, or if otherwise requested by the DEPARTMENT, that subcontractor shall be required to submit and certify a Vendor Responsibility Questionnaire.

ARTICLE 29. COMPLIANCE WITH CONTRACTOR DISCLOSURE LAWS. The CONSULTANT shall timely, accurately and properly comply with the reporting requirements Subdivision 17 of § 8 and Subdivision 14 of § 163 of State Finance Law as amended by the Chapter 10 of the Laws of 2006, by submitting the New York State Office of the Comptroller's "Form A - State Consultant Services – Contractor's Planned Employment From Contract Start Date Through the End of the Contract Term" initially at the beginning of the contract and "Form B - State Consultant Services – Contractor's Annual Employment Report" every year the Agreement is in effect. The CONSULTANT shall also complete and submit all required COUNTY disclosure forms upon request.

ARTICLE 30. PERSONNEL. The CONSULTANT is required to assign personnel to the Agreement in conformance with the staffing plan contained in its Statement of Qualifications upon which the Agreement award was based. If the DEPARTMENT determines that the CONSULTANT is not complying with its staffing plan commitments, the DEPARTMENT may postpone, suspend, or terminate the Agreement. All personnel assigned to the Agreement by the CONSULTANT shall be subject to approval by the DEPARTMENT and be required to cooperate with the personnel assigned by the DEPARTMENT. In the event the CONSULTANT's personnel fail to cooperate or to perform their assigned tasks in a reasonable manner as determined by the DEPARTMENT, the DEPARTMENT may require the CONSULTANT to replace such personnel. If CONSULTANT replaces one of the key personnel contained in the Statement of Qualifications and staffing plan, the DEPARTMENT reserves the right to assess up to $1,000 as a liquidated damage, to be credited on CONSULTANT's invoice, to avoid

unnecessary replacement of personnel. Any modification to the staffing plan requiring new personnel not included in EXHIBIT A or EXHIBIT B must be approved by the Project Director, and such approval must include the associated rates, job title, and any additional information required by the Project Director.

ARTICLE 31. MACBRIDE FAIR EMPLOYMENT PRINCIPLES/NON-COLLUSION REQUIREMENTS/STATE ETHICS LAW/PROCUREMENT LOBBYING LAW PROVISIONS. The CONSULTANT is required to complete the combined "Non-Collusion/Nondiscrimination in Employment in Employment in Northern Ireland: MacBride Fair Employment Principles/State Ethics Law/Procurement Lobbying Law Provision" form.

ARTICLE 32. SEVERABILITY. If any part of the Agreement is determined to be invalid, illegal or unenforceable, such determination shall not affect the validity, legality or enforceability of any other part of the Agreement, and the remaining parts of the Agreement shall be enforced as if the invalid, illegal, or unenforceable part were not contained therein.

ARTICLE 33. FORCE MAJEURE. Neither party shall be liable for any failure or delay in the performance of its respective obligations hereunder, if any, to the extent that such delay or failure is due to a cause or circumstance beyond the reasonable control of such party, including, without limitation: acts of God or the public enemy; expropriation or confiscation of lands or facilities; compliance with any law, order or request of any Federal, State, municipal or local governmental authority; acts of war, rebellion or sabotage or damage resulting therefrom; fires, floods, storms, explosions, accidents, riots, or strikes; or the delay or failure to perform by any subcontractor by reason of any cause or circumstance beyond the reasonable control of such subcontractor.

ARTICLE 34. DIESEL EMISSIONS REDUCTION ACT OF 2006. In 2007, New York State passed legislation establishing the Diesel Emissions Reduction Act of 2006 (DERA). This Act amended the Environmental Conservation Law (ECL) by adding Section 19-0323 which requires the use of best available retrofit technology (BART) and ultra-low sulfur diesel fuel (ULSD) for heavy duty vehicles owned or operated by, including on behalf of, state agencies and state or regional public authorities. The Department has promulgated regulations (6 NYCRR Part 248) to provide guidance on provisions of the law. The regulations may be found on the Department's website at **http://www.dec.ny.gov/regs/2492.html**.

The CONSULTANT must comply with the specifications and provisions of ECL Section 19-0323 and 6 NYCRR Part 248, which require the use of BART and ULSD, unless specifically waived by the Department. Qualifications for a waiver under this law will be the responsibility of the CONSULTANT.

ARTICLE 35. AMENDMENT TO AGREEMENT. Unless otherwise provided, this Agreement may be amended or modified only by written amendment signed by the CONSULTANT, the DEPARTMENT, and the Nassau County Executive, and approved by the New York State Office of the Attorney General and the New York Office of the State Comptroller, as well as, any other governmental entity required to approve such an amendment or modification.

ARTICLE 36. EXECUTIVE ORDER NO. 177, PROHIBITING STATE CONTRACTS WITH ENTITIES THAT SUPPORT DISCRIMINATION. Executive Order 177 orders that New York State's government will not do business with entities that promote or tolerate discrimination or infringement on the civil rights and liberties of New Yorkers. New York State is dedicated to ensuring that all individuals are treated equally, regardless of their age, race, creed, color, national origin, sexual orientation, gender identity, military status, sex, marital status, disability, or other protected basis. To that

end, New York has enacted numerous laws, regulations, and policies, and will continue to aggressively enforce its strong protections against discrimination to the maximum extent allowable by law. CONSULTANT has completed the Executive Order No. 177 Certification which certifies that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the Human Rights Law.

ARTICLE 37. COMPLIANCE WITH LAW. It is the intention and understanding of the Parties hereto that each and every provision of law required to be inserted in this Agreement should be and is deemed inserted herein. Furthermore, the CONSULTANT shall comply with all applicable laws, including those expressly mentioned in this Agreement, and those not expressly mentioned in this Agreement. Furthermore, it is hereby stipulated that every such provision is deemed to be inserted and if, through mistake or otherwise, and such provision is not inserted herein or is not inserted in correct form, then this Agreement shall forthwith, upon application of the DEPARTMENT, be amended by the Parties so as to comply strictly with the law and without prejudice to the rights of the Parties. The Parties agree to the choice of New York State law in interpreting this Agreement.

ARTICLE 38. MUTUAL DISCUSSION. In case of any dispute, claim, or disagreement arising from or relating to this Agreement or the breach thereof, prior to any party to this Agreement invoking the dispute resolution procedure of Section VIII of Appendix B to this Agreement, the CONSULTANT, the DEPARTMENT, and if necessary, the COUNTY and/or the Nassau County Comptroller, shall meet to discuss the basis for the dispute, claim or disagreement and attempt to reach a resolution through mutual discussion. Only when mutual discussion fails to resolve the dispute, claim or disagreement, will the parties avail themselves of the dispute resolution procedure of Section VIII of Appendix B to this Agreement.

ARTICLE 39. NEPA COMPLIANCE. CONSULTANT agrees that it will not engage in, conduct, carry out, contract for, or commit resources to any construction-phase activities related to the Bay Park Effluent Diversion project that may limit the choice of reasonable alternatives under the National Environmental Policy Act (NEPA), 42 U.S.C. §4321 et seq, prior to successful completion of a NEPA review and written authorization from the DEPARTMENT.

ARTICLE 40. LABOR REQUIREMENTS.

a. CONSULTANT shall comply with all applicable labor laws, including but not limited to Federal Davis-Bacon requirements, State Prevailing Wage requirements, and Nassau County Living Wage Law, as amended. In the event that there is variation in the minimum wage for a certain job classification among federal, state and county labor laws, CONSULTANT agrees to utilize the higher wage. Failure to comply with applicable labor laws may constitute a material breach of this Agreement, the occurrence of which shall be determined by the DEPARTMENT or the COUNTY. In the event that such breach is not timely cured, the DEPARTMENT or the COUNTY may terminate this Agreement as well as exercise any other rights available to the DEPARTMENT or the COUNTY under applicable law. It shall be a continuing obligation of the CONSULTANT to inform the DEPARTMENT and the COUNTY of any material changes in the content of any certifications of compliance provide by the CONSULTANT to either the COUNTY or the DEPARTMENT.

b. Nassau County Living Wage Law. To the extent the Nassau County Living Wage Law is applicable, 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 CONSULTANT agrees as follows:

1. CONSULTANT shall comply with the applicable requirements of the Nassau County Living Wage Law, as amended;

2. Failure to comply with the Nassau County Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the COUNTY. CONSULTANT 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.

3. It shall be a continuing obligation of the CONSULTANT to inform the COUNTY of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix F, and shall provide to the COUNTY any information necessary to maintain the certification's accuracy.

ARTICLE 41. NASSAU COUNTY ETHICS REQUIRMENTS.

a. Prohibition of Gifts. In accordance with Nassau County Executive Order 2-2018, the CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT hereby certifies and covenants that:

1. The CONSULTANT 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;
2. All of the CONSULTANT'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;

3. All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;
4. The CONSULTANT 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;
5. The CONSULTANT 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 CONSULTANT is required to retain other records pertinent to performance under this Agreement; and
6. The CONSULTANT 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.

ARTICLE 42. ADMINISTRATIVE SERVICE CHARGE. The CONSULTANT 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 CONSULTANT upon signing this Agreement.

ARTICLE 43. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement among the Parties and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written among the Parties with respect to this Agreement.

IN WITNESS WHEREOF, the DEPARTMENT has executed this Agreement on the 5th day of November 20__.

By _____

Title Director of Management and Budget Services

Date 11/5/19

IN WITNESS WHEREOF, the COUNTY has caused this Agreement to be signed by its duly authorized representative on the 23rd day of October 2019.

By _____

Title Deputy County Executive

Date 10-23-19

IN WITNESS WHEREOF, the CONSULTANT has caused this Agreement to be signed by its duly authorized officer on the 23rd day of August 2019.

By _____

Title Senior Vice President

Date 8/23/19

ATTORNEY GENERAL SIGNATURE	COMPTROLLER SIGNATURE
APPROVED AS TO FORM NYS ATTORNEY GENERAL NOV 13 2019	APPROVED DEPT. OF AUDIT & CONTROL DEC 09 2019
Approved as to Form: _____ LORRAINE BRIMO SECTION CHIEF	Approved: Thomas P. DiNapoli State Comptroller _____ FOR THE STATE COMPTROLLER
Dated:	Dated:

[1] If a **Professional Corporation**, signer must be President, Vice-President or other authorized officer; if a Professional **Limited Liability Company (LLC)**, signer must be a member or manager; If a **Partnership**, signer must be a partner.

COUNTY'S ACKNOWLEDGEMENT FORM

ACKNOWLEDGEMENT OF COUNTY'S OFFICER EXECUTING AGREEMENT

STATE OF) New York

) ss. :

COUNTY OF Nassau)

On the 23 day of October in the year 2022 before me personally came Brian J. Schneider, to me known, who, being by me duly sworn, did depose and say that he/she/they reside(s) at [redacted] (include street and street number, if any); and that she/he is the Deputy County Executive for the COUNTY described in and which executed the foregoing instrument; and that she/he signed his name thereto by authority of the COUNTY.

TANYA L CARTER
Notary Public, State of New York
No. 01CA6072855
Qualified in Nassau County
Commission Expires April 15, 2022

Notary Public

CONSULTANT'S ACKNOWLEDGEMENT FORM

ACKNOWLEDGEMENT OF CONSULTANT EXECUTING AGREEMENT

STATE OF New York)
) ss. :
COUNTY OF New York)

On the 23rd day of August in the year 2019, before me personally came Paul Storella, to me known, who, being by me duly sworn, did depose and say that he/she/they reside(s) at [redacted] (include street and street number, if any); that he/she/they is (are) the SVP of AECOM USA, Inc, the corporation described in and which executed the foregoing instrument; and that he/she/they signed his/her/their name(s) thereto by authority of the Board of Directors of said corporation.

Notary Public

DENICE U ARENAS
Notary Public, State of New York
No. 01AR6220290
Qualified in Westchester County
Commission Expires April 12, 2022

ATTACHMENT 1 – SCOPE OF SERVICES

A. General

i. Program Management Team

The Consultant shall assemble and maintain a Program Management Team that shall develop and continuously update a Team roster / organizational chart consisting of a Senior Program Engineer, and other key personnel, and any other employee or sub-contractor employee working on the Project that will bill under the Agreement. This Team roster / organizational chart shall be submitted to the Department for review and approval within a week of the notice to proceed, and prior to amendments sought by the Consultant. The Program Management Team must possess demonstrated skills in the successful completion of design-build projects, from procurement to project closeout, with an efficient organization to assist the Department to bring the Project to successful completion on time and on budget. As such, the Program Management Team must at all times during the contract possess highly-qualified personnel.

The Program Management Team must be led by a Senior Program Engineer with a proven track record of organizational management and successful delivery of large water and/or wastewater infrastructure projects as well as demonstrated experience with design-build contracts. The Senior Program Engineer must serve as a single point of contact for communication between the Department and the Program Management Team and must always be available to the Department while the Agreement is active. The Senior Program Engineer must possess an appropriate combination of leadership, technical, and facilitative skills necessary for the successful completion of the Project. With regard to leadership, the Senior Program Engineer must possess strong communication skills, ability to rapidly course correct and manage difficult relationships, demonstrated ability to create program alliance and build a common sense of purpose among groups with varying goals and expectations, and ability to thrive in a demanding work environment with quick deliverable turn-arounds while maintaining a high-quality work product that minimizes risk to the Department and County.

Under the direction of the Senior Program Engineer, the Program Management Team must provide a full scope of program management services, outlined below, to assist the Department in successful completion of the Project. The Program Management Team shall be responsible for adapting the key personnel that are utilized throughout the lifecycle of the Project; i.e., from preliminary design and permitting, to procurement and contracting, to final design and construction, and finally to project closeout. In addition, the Program Management Team must provide personnel redundancy where necessary to confirm that the Project is not unnecessarily delayed at any critical juncture.

The Program Management Team shall consist of key personnel with demonstrated technical expertise and educational background that meets the minimum requirements in Section 2.3 of the RFQ, unless waived in writing by the Department. Key personnel should include subject matter experts that are well-versed in the technical nature of the Project, including mechanical engineering related to water or wastewater pumping infrastructure, and civil engineering related to underground construction in soft earth in the presence of groundwater (including micro-tunneling).

The Program Management Team shall consist of key personnel with demonstrated facilitative expertise. Key personnel should include subject matter experts that are well-versed and have demonstrated success and familiarity with the design-build procurement process, risk management, contract negotiations,

contracting and claim management, project controls, project management and reporting, scheduling, earned-value analysis, labor requirement forecasting, localized market conditions related to materials and labor, facilitation of meetings with executives and the public, and tasks necessary to facilitate successful Project delivery.

The Program Management Team, at the request of the Department, shall serve an advisory function, and be prepared to issue-spot, create and/or analyze technical documents, cost estimates, and proposals, and provide feedback, recommendations and other advisory services of a technical nature consistent with industry standards. In addition to the specific tasks and functions contained in this scope of services, the Program Management Team shall be generally responsible for advising the Department on all matters necessary or advisable for the successful completion of the Project with an aim to minimize expense and delay while maximizing value.

ii. Meeting Facilitation

The Program Management Team shall coordinate, attend, conduct, record and assist the Department at all Project-related meetings. In the absence of or as supplement to meeting minutes provided by the Design-Builder or the County's preliminary engineering firm, the Program Management Team will provide the Department with minutes from each meeting and amend or clarify as required by the Department. In the event that another entity also provides minutes, the Program Management Team will review such minutes for accuracy and request clarifications or amendments as necessary.

iii. Project Records

The Program Management Team shall maintain, on servers provided by the Department, a records management site. The Program Management Team must confirm the records management site contains all Project documents, uploaded under a uniform naming protocol, and structure the site to have varying levels of access for both draft and final documents so that both internal and external record audits may be performed remotely through the grant of time-limited credentials providing access to final, non-confidential documents. The Program Management Team will also structure the site so that final, non-draft documents are coded upon upload with regards to their status under Article 6 of the Public Officers Law, also known as the Freedom of Information Law, to facilitate rapid release of non-exempt documents to the public.

B. Pre-Solicitation Services

i. Development of a Needs Assessment

Within 2 weeks of notice to proceed, the Program Management Team shall prepare an initial draft Needs Assessment for Department review. The Needs Assessment, at a minimum, will: identify and evaluate existing organizational capacity amongst critical Project stakeholders, both internal and external to the Department; identify organizational needs among critical Project stakeholders, including the Department; identify and evaluate internal and external factors that may impact the Project; recommend organizational changes necessary to encourage Project success (including proposed revisions to the Department's draft organizational chart); and, recommend solutions to addressing internal and external factors or needs.

The Needs Assessment is an iterative deliverable that the Program Management Team must update and track through the development, procurement and construction phases of the Project. The Program Management Team shall supply the Department with a draft Needs Assessment initially and each time the

document is modified for the Department's review and approval. The Program Management Team must assist the Department to advance, and track the progress of, the implementation or fulfillment of agreed-upon recommendations, improvements, or needs in the Needs Assessment.

ii. Development of Project Implementation Plan

Within 3 weeks of notice to proceed, the Program Management Team shall prepare an initial draft Project Implementation Plan for Department review and approval. The Project Implementation Plan, at a minimum, will: incorporate the results and set a schedule for the implementation of agreed-upon recommendations, improvements, or needs in the Needs Assessment; an evaluation of options and the advantages and disadvantages of each option at critical decision points; a current organization hierarchy for the Project, complete with a roles and responsibilities matrix; a current budget incorporating the most-up-to-date cost projections and estimates for all reasonably foreseeable costs related to the Project; a current and detailed schedule; communication protocols; a decision-making and dispute resolution procedure; current health and safety planning and protocols; MWBE, DBE and SDVOB inclusion strategy; a current risk register, complete with updated mitigation strategies; public and industry outreach strategies; insurance and bonding requirements and recommendations; and, change management protocol. The Department may require additional components be added to the Project Implementation Plan as needed to successfully complete the Project.

The Project Implementation Plan is an iterative deliverable that the Program Management Team must update and track through the development, procurement and construction phases of the Project. The tasks listed in the Project Implementation Plan shall correspond with the Tasks listed on each Cost Control Report (Exhibit C). The Program Management Team shall supply the Department with a draft Project Implementation Plan initially and each time the document is modified for the Department's review and approval. In general, the Project Implementation Plan will go through three major phases: first, its initial creation where much of the focus will be upon building foundational project elements and organizational capacity; second, a modification to detail and track progress with the procurement phase; and third, a modification after the execution of the design-build contract that sets forth a detailed construction implementation plan. The Program Management Team shall schedule and conduct weekly meetings to review progress associated with the Project Implementation Plan and debrief Department personnel on upcoming deadlines and matters requiring attention. The schedule contained in a Project Implementation Plan, when approved by the Department, shall not, except for reasonable cause, be exceeded by the Program Management Team. All hours billed and expenses incurred by the Consultant under this Agreement must correspond to a task listed in a Department-approved Project Implementation Plan and Cost Control Report and must not exceed the budget for such task established in said Department-approved Project Implementation Plan, unless authorized in writing by the Department.

iii. Evaluation of Draft Design-Build Contract

The Program Management Team shall evaluate the draft contract provided by the Department and propose recommended changes for the Department's consideration.

iv. Project Labor Agreement Feasibility Study [NOTE – This Task will be self-performed by the Department, unless Consultant is authorized in writing by the Department's Project Director, at which time a fee shall be negotiated from remaining allowances].

The Program Management Team shall conduct a feasibility study to determine if use of a Project Labor Agreement would provide the best work at the lowest possible price.

v. Design-Build Procedures Manual, Part 1

The Program Management Team shall assist the Department in revising the New York State Department of Transportation (NYSDOT) policies and procedures reflected in the NYSDOT Design-Build Procedures Manual provided by the Department to create a policies and procedures manual to be used for the Project. Part 1 of the manual will focus on the two-phase procurement process to be utilized by the Department pursuant to a lump sum fee as set forth in EXHIBIT B to the Agreement. It shall include the RFQ process.

vi. Design-Build Procedures Manual, Part 2

The Program Management Team shall assist the Department in revising the New York State Department of Transportation (NYSDOT) policies and procedures reflected in the NYSDOT Design-Build Procedures Manual provided by the Department to create a policies and procedures manual to be used for the Project. Part 2 of the manual will focus on the RFP process and the contracting, design, construction and commissioning phases of the Project.

C. Pre-Award Procurement Support Services

i. Request for Letters of Interest - Development and Distribution [NOTE – This Task will be self-performed by the Department, unless Consultant is authorized in writing by the Department's Project Director, at which time a fee shall be negotiated from remaining allowances].

The Program Management Team shall assist the Department in developing and distributing a request for Letters of Interest to be distributed and advertised in accordance with the industry outreach strategy in the Project Implementation Plan. The Program Management Team shall be responsible for finding and purchasing cost-effective advertisements as well as free postings and mailings for the request for Letters of Interest document.

ii. Request for Qualifications Development and Distribution [NOTE – This Task will be self-performed by the Department, unless Consultant is authorized in writing by the Department's Project Director, at which time a fee shall be negotiated from remaining allowances].

The Program Management Team shall assist the Department in developing an RFQ to qualify 3-5 respondents that will be requested to submit proposals to a subsequent RFP. The Program Management Team shall assist the Department in structuring an RFQ process that will maximize the potential for highly qualified firms to participate, including recommending an appropriate amount for a stipend to attract qualified design-build firms and joint ventures by offsetting their financial commitments associated with the RFP process.

The Program Management Team shall identify the firms with requisite experience to design and/or construct the Project either solely or pursuant to a joint venture in accordance with the industry outreach strategy in the Project Implementation Plan. The Program Management Team shall develop a strategy to solicit participation by these firms in the RFQ process, including but not limited to advertising the availability of the RFQ in appropriate trade journals and contract reporting publications. This strategy shall be outlined in the industry outreach strategy in the Project Implementation Plan. With Department approval, the Program Management Team will assist the Department to implement this strategy.

The RFQ solicitation must include, at a minimum, the following statutorily-mandated components: a general description of the Project; the maximum number of entities that will be qualified to submit proposals; the selection criteria to be used, which must include, at a minimum, the qualifications and experience of the design-build entity relative to the Project, ability of the entity to comply with applicable requirements including Articles 145, 147 and 148 of the Education Law, record of compliance with the Labor Law, Project understanding, financial capability, and bonding capacity; and, the relative weight of each criteria as will be applied in qualifying respondent firms.

iii. RFQ Informational Meeting and Inquiry Responses [NOTE – This Task will be self-performed by the Department, unless Consultant is authorized in writing by the Department's Project Director, at which time a fee shall be negotiated from remaining allowances].

Within one to two weeks of the issuance of the RFQ, or when otherwise determined appropriate by the Department, the Program Management Team will assist the Department in facilitating an informational meeting to discuss the RFQ with potential respondents. The Program Management Team shall be responsible for producing meeting materials requested by the Department, including but not limited to handouts, boards, illustrations, presentations, and sign-in sheets and obtaining meeting locations. The Program Management Team may be asked to secure the presence of its subject matter experts to answer technical questions for the meeting. In addition, the Program Management Team must take detailed minutes of the meeting to be entered into the procurement record.

Immediately following the Informational Meeting, and as written questions are submitted by the respondents to the Department, the Program Management Team shall prepare draft responses for review and approval by the Department. At the completion of the RFQ inquiry period, the Program Management Team will compile a complete set of questions and answers submitted in writing and at the Informational Meeting for Department review and approval. Upon approval of responses to inquiries, the Program Management Team will assist the Department in posting and distributing the responses.

iv. RFQ Evaluation and Selection [NOTE – This Task will be self-performed by the Department, unless Consultant is authorized in writing by the Department's Project Director, at which time a fee shall be negotiated from remaining allowances].

The Program Management Team shall assist the Department in reviewing Statements of Qualifications (SOQs) submitted by respondents to the RFQ upon receipt to confirm that the SOQs contain all necessary elements and are complete submissions. In addition, the Program Management Team must review each SOQ and identify any potential conflicts of interest, including any business dealings (past, present or pending), familial relationships, or monetary relationship with the RFQ respondents. Once the SOQs have been deemed complete by the Department, and the Program Management Team conflicts of interest (if any) have been resolved, the Program Management Team shall assist the Department in seeing that appropriate staff are assigned to the Department Review Panel to review the SOQs, and if necessary, providing subject matter expertise to the Department Review Panel. The Program Management Team shall manage the entire evaluation process, including documentation, procurement records, and associated paperwork. The Program Management Team shall supply the Department Review Panel with an evaluation framework and grading rubric to assist the reviewers in assigning scores to each SOQ. At the request of the Department, the Program Management Team will research and investigate information related to the SOQs submitted, and assist the Department in independently verifying each respondent's reliability, integrity and responsibility.

Once the evaluation of all submitted SOQs is complete, the Program Management Team will assist the Department to develop a short-list of proposers to advance to the RFP stage of the procurement and notify all respondents of the results of the evaluation.

v. RFP Development and Issuance

The Program Management Team shall assist the Department in developing a draft RFP, incorporating the design criteria and geotechnical baseline report prepared by the preliminary engineering firm. The draft RFP must include, at a minimum, the following statutorily required components: ability to meet stated MWBE, DBE and SDVOB goals; total lump sum amount; technical proposal; schedule; evaluation and selection criteria; general instructions to proposers; management proposal instructions; technical proposal instructions; pricing instructions; and any additional forms required by the Department. The Program Management Team shall assist the Department in distributing the draft RFP to appropriate parties and short-listed proposers, coordination of all communication with proposers and monitoring and facilitating said communication (including alternative technical proposals and confidential meetings), and conducting an informational meeting with all parties and short-listed proposers and/or individual meetings, receiving and evaluating comments on the draft RFP, proposing modifications to the draft RFP, recommending additional information to be provided from the preliminary engineering firm based upon the feedback from the parties and short-listed proposers. The Program Management Team shall manage documentation, including procurement record components.

Once the above-mentioned issues have been resolved to the satisfaction of the Department, the Program Management Team shall prepare and assist the Department to issue the final RFP package to the short-list of proposers. After issuance of the RFP, but before the RFP responses are due to the Department, the Program Management Team shall assist the Department in responding to any inquiries or questions, including the convening of additional meetings or interviews, and preparing any modifications or addenda necessary. The Program Management Team shall also assist in the support and encouragement of M/WBE / DBE / SDVOB partnerships with the design-build proposer firms.

vi. RFP Evaluation and Selection

The Program Management Team shall assist the Department in managing the evaluation process, including the facilitation of meetings, management of documentation, including procurement records, and reviewing proposals submitted by proposers to the RFP upon receipt to confirm that the proposals contain all necessary elements and are complete submissions. In addition, the Program Management Team must again review each proposal and identify any potential conflicts of interest, including any business dealings (past, present or pending), familial relationships, or monetary relationship with the RFP proposers. Once the Proposals have been deemed complete by the Department, and the Program Management Team conflicts of interest (if any) have been resolved, the Program Management Team shall assist the Department in seeing that appropriate staff are assigned to the Department Review Panel to review the proposals, and if necessary, providing subject matter expertise to the Department Review Panel. The Program Management Team shall supply the Department Review Panel with an evaluation framework and grading rubric to assist the reviewers in assigning scores to each proposal for the Department's review and approval. At the request of the Department, the Program Management Team will research and investigate information related to the proposals submitted and assist the Department in independently verifying the reliability, integrity and responsibility of each contractor and named subcontractor. If the Department determines that it would benefit from additional communication with the proposers, the Program Management Team will schedule and assist the Department in holding individual interviews,

presentations, or discussions with the proposers. If requested by the Department, the Program Management Team will provide subject matter experts to assist in this process.

If the Department determines that it would benefit from additional information to be contained in a revised proposal, the Program Management Team will assist the Department in developing and issuing a Request for Proposal Revisions, including answering any questions from the proposers, and/or issuing any necessary addenda to the RFP, and, if necessary, convening additional meetings, and evaluating revised proposals.

Once the evaluation of all submitted proposals is complete, the Program Management Team will assist the Department in issuing a notice of award to the proposer that the Department determines presents the best value, taking into consideration the goals of the Project and evaluation and selection criteria.

When requested by the Department, the Consultant will issue stipend payments to the proposers that are not selected for award. The Consultant shall pre-bill the stipend amounts and issue payments to the proposers that are not selected within ten (10) days of receiving the payment from the County. The Consultant will be reimbursed for these stipend payments, without any markup, in accordance with the payment provisions of this Agreement.

vii. Re-Evaluation of Risk Management Strategy

Throughout the procurement process, the Program Management Team shall continuously update the risk register and risk management strategy. At the request of the Department, this may include pre-construction condition surveys of buildings and structures and other pre-construction activities as specified by the Department to help settle potential claims for settlement, or claims arising out of the construction phase. These pre-construction surveys and other activities will be paid for through the allowances established under this Agreement. Prior to the Department's release of the final RFP, the Program Management Team will convene a formal meeting with the Department to re-evaluate the risk register and risk management strategy to review recommendations for risk apportionment to be included in the design-build contract.

viii. Design-Build Contract Negotiation and Execution

The Program Management Team shall assist the Department in negotiating and executing the final terms of the contract to be executed, including assisting the Department in making any revisions required by the New York State Comptroller's office or New York State Attorney General's office. The Program Management Team shall assist and advise the Department in performing an analysis of tradeoffs (benefits/costs), contractor responsibility assessment support; administrative support in the collection and management of contract documents and procurement record components. The Program Management Team shall assist the Department in confirming that all necessary bonds, warranties, insurance and associated liabilities are managed and carried out appropriately both in the text of the contract and in fact after contract execution.

ix. Development and Oversight of Partnering Program

The Program Management Team, in cooperation with the Design-Builder and the Department, shall develop a partnering program framework to be utilized by the stakeholders. Focus on communication, roles and responsibilities, ongoing coordination, and other issues surrounding the management, design and construction.

x. Development of Project Controls and Reporting System

The Program Management Team, in cooperation with the Design-Builder and the Department, shall develop an integrated project controls and reporting system that provides a dashboard and payment processing system. The Program Management Team shall also assist the Department in creating scheduling requirements for the Design-Build Contractor.

D. Post-Award Support Services

i. Implementation of Risk Management Strategy

The Program Management Team, in cooperation with the Design-Builder and the Department, shall continuously track identified risks, identify new risks, and implement Department-approved risk mitigation activities. Such risk mitigation activities will be paid for through the allowances established under this Agreement.

ii. Implementation of Project Controls and Reporting System

The Program Management Team, in cooperation with the Design-Builder and the Department, shall continuously monitor and resolve issues associated with the Design-Builder's project controls and reporting system.

iii. Invoice Review

The Program Management Team shall develop, and incorporate into the project controls systems, a payment processing flow that promotes efficient payments to the Design-Builder. The Program Management Team shall consistently monitor the Design-Builder's progress against the payment schedule incorporated into the Contract and confirm that payment requests and payments in response to such requests, or in the alternative requests for additional information are promptly flowing between the appropriate parties pursuant to the payment processing flow.

iv. Labor and Wage Compliance Activities

The Program Management Team shall perform appropriate labor and wage compliance activities to confirm integrity within the labor force assigned to the Project. This includes, but is not limited to, Davis-Bacon wage compliance interviews, payroll or Force Account auditing, and Department requirements pursuant to labor laws, regulations or agreements, conducting project labor agreement feasibility studies, negotiating the terms of project labor agreements, interfacing with labor organizations, incorporating MWBE / DBE / SDVOB requirements into project agreements, and conducting MWBE / DBE / SDVOB and wage compliance audits.

v. Design and Construction Quality Assurance

The Program Management Team shall perform quality assurance functions on behalf of the Department, including but not limited to, spot-checking for quality, measurements, and material; auditing safety and security protocol; quality control auditing; and participating in design and record drawing review meetings. The Department will not be the primary reviewer of working plans because that is the responsibility of the Design-Builder's designer, the Designer of Record.

vi. Change Management

The Program Management Team shall integrate into their monitoring and oversight role a change management procedure whereby progress is reviewed against contractual requirements to determine if and when a contractual amendment may be required. Should a contractual amendment be required, the Program Management Team will assist the Department in reviewing and processing such a proposal as efficiently as possible.

viii. Monitoring Utility Relocation

The Program Management Team shall assist the Department in monitoring utility relocations in both a quality control and quality assurance capacity.

ix. Contract Close-Out and Commissioning

The Program Management Team shall assist the Department in closing-out the contract upon its completion of an appropriate commissioning period, including but not limited to processing the final payment, managing all claims and release of performance and payment bonds.

Exhibit A, Specific Hourly Rates

AECOM, USA Staff
Specific Hourly Rates for Services Performed in 2019

Name	Title	Maximum Hourly Rate	Multiplier	Fully Loaded Rate	Overtime Rate
Paul Storella	Principal	[redacted]			
Roger Williams	Program Manager				
Tina Hu	Project Engineer				
Jess Yoder	Program Management Specialist				
Richard Renzi	EH&S Manager				
Eduardo Gamez	Risk Manager				
Deborah Howes	Public Outreach				
Mark McClenahan	Procurement Specialist				
Marcos Diaz Gonzalez	Procurement Advisor				
Brian Daly	Procurement Advisor				
Farhan Haddad	Procurement Advisor				
Irwan Halim	Design Quality Manager				
Chris Galligan	SME Mechanical				
Verya Nasri	SME Microtunnels				
Dominique Brocard	SME Hydraulics				
Nick Spaventa	SME Transp.				
Chris Macey	SME Pipeline Rehab				
Mostafa Elmorsi	SME Structural				
Bill Tuccillo	SME Electrical				
Chris Benosky	SME Shoreline Restoration				
Richard Redmond	Construction Quality Management				
Frank DeMicco	Constructability/ Biddability				
John Petito	Testing/ Startup Manager				
Erin Guire	Permits Advisor				
TBD	CM Field Oversight				

*
** [redacted]

Exhibit A, Specific Hourly Rates

AECOM, USA Staff
Specific Hourly Rates for Services Performed in 2020

Name	Title	Maximum Hourly Rate	Multiplier*	Fully Loaded Rate	Overtime Rate
Paul Storella	Program Director	[redacted]			
Roger Williams	Program Manager				
Tina Hu	Project Engineer				
Jess Yoder	Program Management Specialist				
Richard Renzi	EH&S Manager				
Eduardo Gamez	Risk Manager				
Deborah Howes	Public Outreach				
Mark McClenahan	Procurement Specialist				
Marcos Diaz Gonzalez	Procurement Advisor				
Brian Daly	Procurement Advisor				
Farhan Haddad	Procurement Advisor				
Irwan Halim	Design Quality Manager				
Chris Galligan	SME Mechanical				
Verya Nasri	SME Microtunnels				
Dominique Brocard	SME Hydraulics				
Nick Spaventa	SME Transp.				
Chris Macey	SME Pipeline Rehab				
Mostafa Elmorsi	SME Structural				
Bill Tuccillo	SME Electrical				
Chris Benosky	SME Shoreline Restoration				
Richard Redmond	Construction Quality Management				
Frank DeMicco	Constructability/ Biddability				
John Petito	Testing/ Startup Manager				
Erin Guire	Permits Advisor				
TBD	CM Field Oversight				

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**

*** [redacted]

Exhibit A, Specific Hourly Rates

AECOM, USA Staff
Specific Hourly Rates for Services Performed in 2021

Name	Title	Maximum Hourly Rate	Multiplier	Fully Loaded Rate	Overtime Rate
Paul Storella	Program Director	[redacted]			
Roger Williams	Program Manager				
Tina Hu	Project Engineer				
Jess Yoder	Program Management Specialist				
Richard Renzi	EH&S Manager				
Eduardo Gamez	Risk Manager				
Deborah Howes	Public Outreach				
Mark McClenahan	Procurement Specialist				
Marcos Diaz Gonzalez	Procurement Advisor				
Brian Daly	Procurement Advisor				
Farhan Haddad	Procurement Advisor				
Irwan Halim	Design Quality Manager				
Chris Galligan	SME Mechanical				
Verya Nasri	SME Microtunnels				
Dominique Brocard	SME Hydraulics				
Nick Spaventa	SME Transp.				
Chris Macey	SME Pipeline Rehab				
Mostafa Elmorsi	SME Structural				
Bill Tuccillo	SME Electrical				
Chris Benosky	SME Shoreline Restoration				
Richard Redmond	Construction Quality Management				
Frank DeMicco	Constructability/ Biddability				
John Petito	Testing/ Startup Manager				
Erin Guire	Permits Advisor				
TBD	CM Field Oversight				

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** [redacted]

***

Exhibit A, Specific Hourly Rates

AECOM, USA Staff
Specific Hourly Rates for Services Performed in 2022

Name	Title	Maximum Hourly Rate	Multiplier*	Fully Loaded Rate	Overtime Rate
Paul Storella	Program Director	[redacted]			
Roger Williams	Program Manager				
Tina Hu	Project Engineer				
Jess Yoder	Program Management Specialist				
Richard Renzi	EH&S Manager				
Eduardo Gamez	Risk Manager				
Deborah Howes	Public Outreach				
Mark McClenahan	Procurement Specialist				
Marcos Diaz Gonzalez	Procurement Advisor				
Brian Daly	Procurement Advisor				
Farhan Haddad	Procurement Advisor				
Irwan Halim	Design Quality Manager				
Chris Galligan	SME Mechanical				
Verya Nasri	SME Microtunnels				
Dominique Brocard	SME Hydraulics				
Nick Spaventa	SME Transp.				
Chris Macey	SME Pipeline Rehab				
Mostafa Elmorsi	SME Structural				
Bill Tuccillo	SME Electrical				
Chris Benosky	SME Shoreline Restoration				
Richard Redmond	Construction Quality Management				
Frank DeMicco	Constructability/ Biddability				
John Petito	Testing/ Startup Manager				
Erin Guire	Permits Advisor				
TBD	CM Field Oversight				

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*** [redacted]

Exhibit A, Specific Hourly Rates

AECOM, USA Staff
Specific Hourly Rates for Services Performed in 2023

Name	Title	Maximum Hourly Rate	Multiplier	Fully Loaded Rate	Overtime Rate
Paul Storella	Program Director	[redacted]			
Roger Williams	Program Manager				
Tina Hu	Project Engineer				
Jess Yoder	Program Management Specialist				
Richard Renzi	EH&S Manager				
Eduardo Gamez	Risk Manager				
Deborah Howes	Public Outreach				
Mark McClenahan	Procurement Specialist				
Marcos Diaz Gonzalez	Procurement Advisor				
Brian Daly	Procurement Advisor				
Farhan Haddad	Procurement Advisor				
Irwan Halim	Design Quality Manager				
Chris Galligan	SME Mechanical				
Verya Nasri	SME Microtunnels				
Dominique Brocard	SME Hydraulics				
Nick Spaventa	SME Transp.				
Chris Macey	SME Pipeline Rehab				
Mostafa Elmorsi	SME Structural				
Bill Tuccillo	SME Electrical				
Chris Benosky	SME Shoreline Restoration				
Richard Redmond	Construction Quality Management				
Frank DeMicco	Constructability/ Biddability				
John Petito	Testing/ Startup Manager				
Erin Guire	Permits Advisor				
TBD	CM Field Oversight				

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*** [redacted]

Exhibit A, Specific Hourly Rates

AECOM, USA Staff
Specific Hourly Rates for Services Performed in 2024

Name	Title	Maximum Hourly Rate	Multiplier	Fully Loaded Rate	Overtime Rate
Paul Storella	Program Director	[redacted]			
Roger Williams	Program Manager				
Tina Hu	Project Engineer				
Jess Yoder	Program Management Specialist				
Richard Renzi	EH&S Manager				
Eduardo Gamez	Risk Manager				
Deborah Howes	Public Outreach				
Mark McClenahan	Procurement Specialist				
Marcos Diaz Gonzalez	Procurement Advisor				
Brian Daly	Procurement Advisor				
Farhan Haddad	Procurement Advisor				
Irwan Halim	Design Quality Manager				
Chris Galligan	SME Mechanical				
Verya Nasri	SME Microtunnels				
Dominique Brocard	SME Hydraulics				
Nick Spaventa	SME Transp.				
Chris Macey	SME Pipeline Rehab				
Mostafa Elmorsi	SME Structural				
Bill Tuccillo	SME Electrical				
Chris Benosky	SME Shoreline Restoration				
Richard Redmond	Construction Quality Management				
Frank DeMicco	Constructability/ Biddability				
John Petito	Testing/ Startup Manager				
Erin Guire	Permits Advisor				
TBD	CM Field Oversight				

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**

*** [redacted]

Exhibit B, Subcontractor Specific Hourly Rates, Direct Non-Salary Costs, & Lump Sum Fee

Subcontractor Staff
Specific Hourly Rates for Services Performed in 2019

Name	Title	Firm	Maximum Hourly Rate	Multiplier*	Fully Loaded Rate	Overtime Rate
Chuck Williams	Procurement Manager	ODC Synergy	[redacted]			
Rachel Ferradaz	Program Scheduler/ Controls	NOVA				
Aga Giolbas	Documents Control	NOVA				
Pete Hickey	CM Field Oversight	Hayduk				
Govinda Agrawal	Special Inspections	CSA				

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Subcontractor Staff
Specific Hourly Rates for Services Performed in 2020

Name	Title	Firm	Maximum Hourly Rate	Multiplier*	Fully Loaded Rate	Overtime Rate
Chuck Williams	Procurement Manager	ODC Synergy	[redacted]			
Rachel Ferradaz	Program Scheduler/ Controls	NOVA				
Aga Giolbas	Documents Control	NOVA				
Pete Hickey	CM Field Oversight	Hayduk				
Govinda Agrawal	Special Inspections	CSA				

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Subcontractor Staff
Specific Hourly Rates for Services Performed in 2021

Name	Title	Firm	Maximum Hourly Rate	Multiplier*	Fully Loaded Rate	Overtime Rate
Chuck Williams	Procurement Manager	ODC Synergy	[redacted]			
Rachel Ferradaz	Program Scheduler/ Controls	NOVA				
Aga Giolbas	Documents Control	NOVA				
Pete Hickey	CM Field Oversight	Hayduk				
Govinda Agrawal	Special Inspections	CSA				

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Subcontractor Staff
Specific Hourly Rates for Services Performed in 2022

Name	Title	Firm	Maximum Hourly Rate	Multiplier	Fully Loaded Rate	Overtime Rate
Chuck Williams	Procurement Manager	ODC Synergy	[redacted]			
Rachel Ferradaz	Program Scheduler/ Controls	NOVA				
Aga Giolbas	Documents Control	NOVA				
Pete Hickey	CM Field Oversight	Hayduk				
Govinda Agrawal	Special Inspections	CSA				

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Subcontractor Staff
Specific Hourly Rates for Services Performed in 2023

Name	Title	Firm	Maximum Hourly Rate	Multiplier	Fully Loaded Rate	Overtime Rate
Chuck Williams	Procurement Manager	ODC Synergy	[redacted]			
Rachel Ferradaz	Program Scheduler/ Controls	NOVA				
Aga Giolbas	Documents Control	NOVA				
Pete Hickey	CM Field Oversight	Hayduk				
Govinda Agrawal	Special Inspections	CSA				

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Subcontractor Staff
Specific Hourly Rates for Services Performed in 2024

Name	Title	Firm	Maximum Hourly Rate	Multiplier	Fully Loaded Rate	Overtime Rate
Chuck Williams	Procurement Manager	ODC Synergy	[redacted]			
Rachel Ferradaz	Program Scheduler/ Controls	NOVA				
Aga Giolbas	Documents Control	NOVA				
Pete Hickey	CM Field Oversight	Hayduk				
Govinda Agrawal	Special Inspections	CSA				

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Direct Non-Salary Costs

Description of Activity	Allowance[2]
Stipend Payments (Task C.vi)	$1,500,000.00
Project Labor Agreement Feasibility Study, Risk Mitigation Activities, and Pre-Construction Surveys (Tasks B.iv, C.vii and D.i)	$1,562,074.00
Travel, Printing & Miscellaneous Direct Costs w. 5% Escalation	$390,167.00

Lump Sum Fee

Description of Activity	Fee Amount
Design-Build Procedures Manual, Part 1 (Task B.v)	$78,368.00 (Lump Sum Fee)

[2] These allowances are based upon estimates of projected costs. During the term of the Agreement, it is anticipated that variations in the estimates will occur which may require modifications to projected costs. In addition, not all direct non-salary costs necessary to complete the Scope of Services are known at the time of execution of this Agreement. With prior approval of the DEPARTMENT, and in accordance with ARTICLE 5 of this Agreement, CONSULTANT may incur additional or modified direct non-salary costs to be compensated by use of the Agreement contingency, if any, which is the difference between the Estimated Total costs for all tasks and the Maximum Amount Payable.

Exhibit C

SAMPLE DEC COST CONTROL REPORT

Estimate No.:
For Period:

Consultant Name:
NYSDEC Contract No.:
PIN Number:
Project Name:

TASK NUMBER	COST ITEM	1 THIS PERIOD	2 TO DATE	3 ESTIMATED TO COMPLETE	4 ESTIMATED TOTAL (2+3)	5 BUDGET	6 BUDGET (5) + AUTHORIZED EXTRA WORK	7 UNDER (OVER) (5-4)	B % PHASE COMPLETE	9 % (4÷5)
1. TOTAL DIRECT TECHNICAL LABOR (DTL)										
2. OVERHEAD (%) ON DTL										
3. PRIME DIRECT NON-SAI-ARY COST (DNSC) **(Excluding subcontractor & subconsultant cost)**										
4. FIXED FEE										
5. SUBCONTRACTOR'S COST										
6. SUBCONSULTANT COST										
TOTAL A (1+2+3+4)										
TOTAL B: TOTAL COST (1+2+3+4+5+6)										

MAXIMUM AMOUNT PAYABLE: _____

CONSULTANT'S Contract Manager:

_____
Signature

Name:

Title:

Date:

FOR N.Y.S.D.E.C. USE ONLY

Reviewed by _____

Date _____

Action Needed:

COST CONTROL REPORT INSTRUCTIONS

Cost Control Report is to be completed each month. Copies are to be sent to the Department Project Director within fifteen days after the end of each monthly period.

The purpose of the Cost Control Report is to provide cost data for the continuing evaluation of the Consultant's performance under the Agreement. The cost figures in the report do not have to be based on accounted expenses but should be a reasonable estimate which will give a true picture of expenditures at the end of the reporting period.

The Consultant will maintain and provide the following information on the Cost Control Report:

This Period - All costs other than out-of-pocket expenses will be allocated by Project phase and tasks within that phase for the reporting period.

To Date - Cumulative costs to date of report will be reported for each phase and task.

Estimated to Completion - The Consultant will make a judgment of the cost needed to complete each phase of the Project. This estimate need not be the difference between cumulative costs and budget. It should represent the cost needed to complete a phase or task of the Project regardless of the budgeted amount.

Estimated Total - This column is obtained by adding the costs in the "to date" column and the "estimated to completion" column.

Budget - The approved current budget amount for each phase/task of the Project should appear in this column.

Budget & Authorized Extra Work - This column represents the budget column plus extra work that has been agreed and negotiated but has not been signed by the Comptroller yet.

Under (over) - This column is the difference between the "Estimated Total" column and the "Budget" column.

Phase/Task Completed - This column will be a percentage estimate of work completed to date for each phase. The figure in this column will be a judgmental factor which the Consultant determines to indicate the work effort completed during the reporting period.

Estimated Total/Budget - This column will be expressed as a percent which will represent the estimated total cost divided by the budgeted cost.

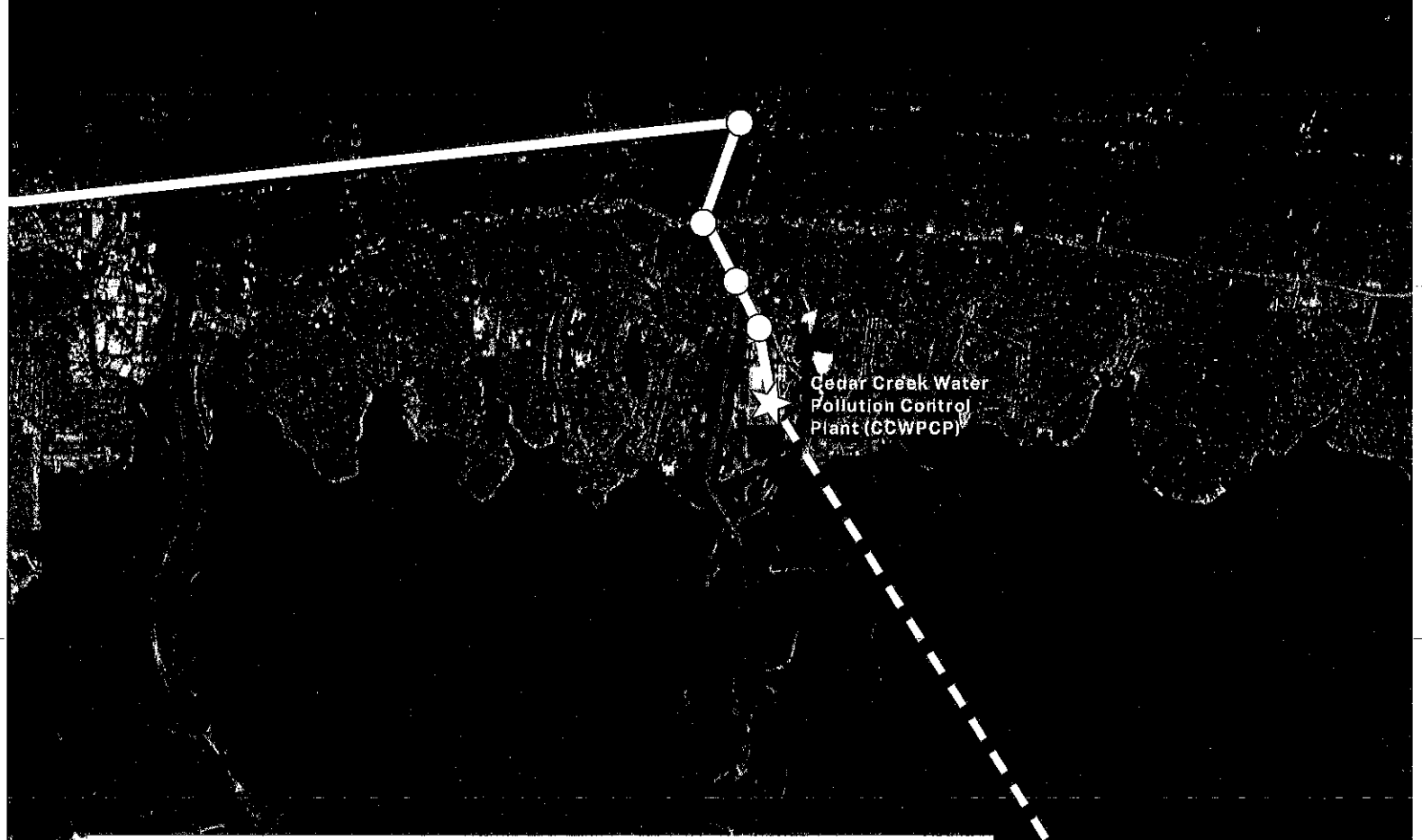
Direct Non-Salary Cost (DNSC) - All out-of-pocket expenses for the Project will be accrued for the reporting period. Out-of-pocket expenses will not be charged against specific Project phases or tasks.

Total (B) - Total (B) under column (5) Budget should show the total Estimated Cost, not the Maximum Amount Payable. The Maximum Amount Payable is shown separately. The Project Management Team's Senior Program Engineer or the Design-Build Contractor's Project Manager will review and sign the Cost Control Report for their individual agreement/contract.

Exhibit D, Request for Qualifications Solicitation, Forms, and Responsive Submittals

STATEMENT OF QUALIFICATIONS

AECOM



Submitted to:
NYS Department of Environmental Conservation

Bay Park Wastewater Treatment Facility Diversion Project Design-Build Professional Consulting Services

May 31, 2019

Contract No. C011506

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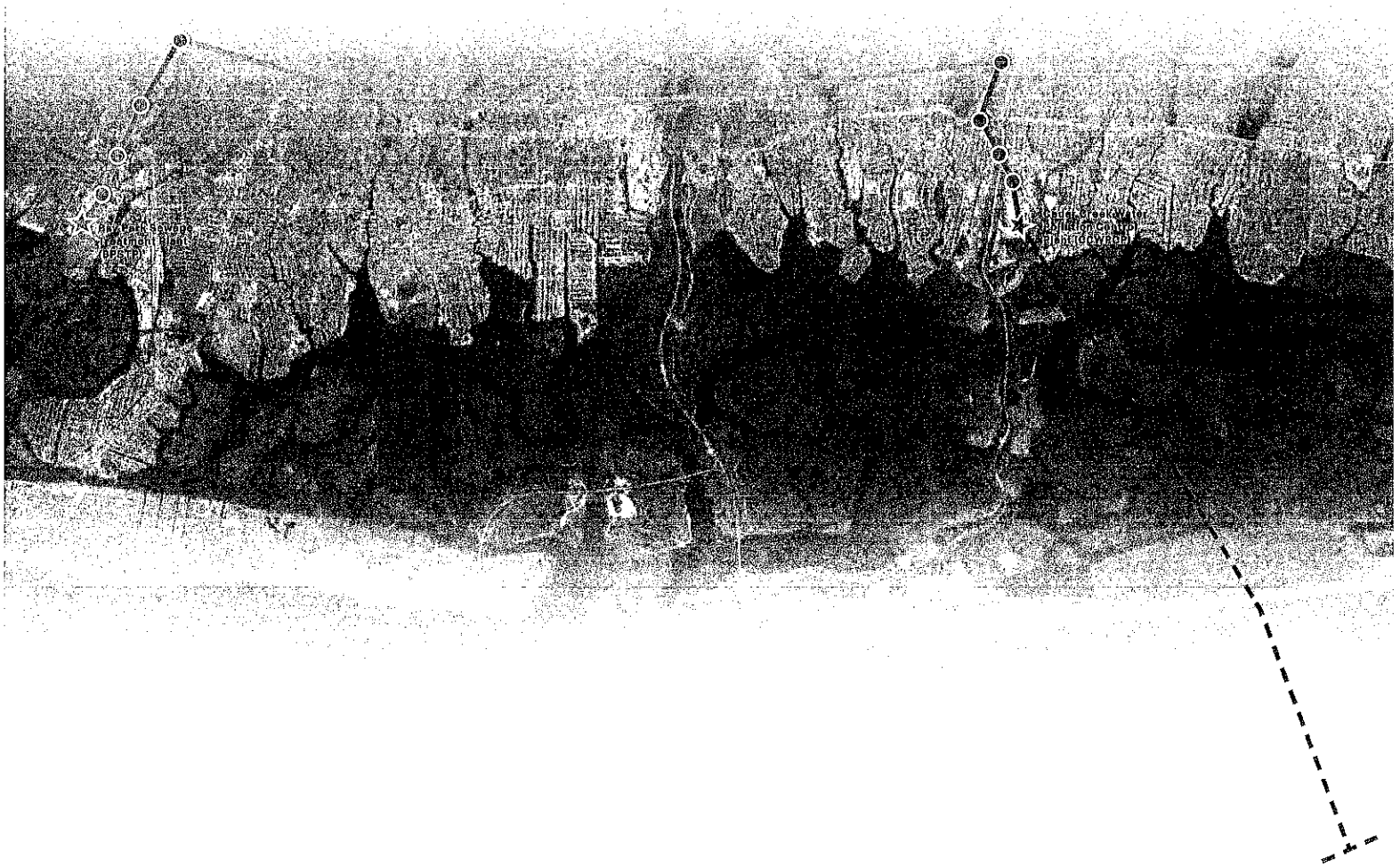
1. Cover Letter 1-1
2. Statement of Qualifications 2-1
3. Staffing Plan 3-1

Appendix

3.2. Key Personnel Resume Forms Attachment
3.3. Project Information Forms Attachment
AECOM Administrative Forms
Subconsultant Administrative Forms

1
Cover Letter



AECOM
25 Broad Street
New York, NY 1000
www.aecom.com

212.973.2900 tel
212.972.0682 fax

May 31, 2019

Attention: Katherine Calogero
Bureau of Expenditure Accounting & Travel
NYS Department of Environmental Conservation
625 Broadway, 10th Floor
Albany, NY 12233-5027

Statement of Qualifications for Bay Park Wastewater Treatment Facility Diversion Project - Design-Build Professional Consulting Services - Contract No. C011506

AECOM is pleased to present our qualifications to assist NYS DEC and Nassau County in delivering the Bay Park Diversion Project. To set the standard for water/wastewater infrastructure design-build in NYS, NYS DEC and Nassau County need a partner that is an **industry leader in water/wastewater infrastructure design-build program management** with proven experience in procuring and implementing design-build (DB) projects in NYS, has the technical expertise in all elements of this project, and has the project specific background on the history, goals, and drivers of this project. AECOM is committing our national DB program management A-team whose members have extensive experience in assisting owners like you in effectively procuring and implementing similar water/wastewater projects across North America. This national team has previous shared project experience and will be supplemented by local resources that have the history with Nassau County, understand the local regulatory, contracting, and community landscapes, and have procured and implemented design-builds in NYS.

AECOM's industry leading team has the experience to develop **clear, concise, and complete procurement documents** that support the selection of a qualified Design-Builder, **promote technical innovation**, and assure **best management practices for safety and quality** for the overall project. AECOM provides:

- **Unparalleled Alternate Project Delivery Expertise:** We have delivered 50+ water/wastewater infrastructure alternative delivery projects (see figure in SOQ for sampling). We have been very successful in conducting market analyses and providing responsive guidance for agencies procuring their first design-build projects as we did recently for the **Orange County Sanitation District (OCSD)**.
- **Experience from Every Aspect of Design-Build:** We have and are successfully delivering all aspects of design-build projects - as owner's representative, as technical criteria and bridging documents designers for contractor led design-build projects, and as the general contractor. We fully understand DB delivery and this provides the capability to develop procurement documents that are balanced to extract the best value for the Project.
- **New York State Design-Build Experience:** We have design-build designer experience on the **LIRR (3rd Track)** through the Metro Transit Authority and as the **Design-Build Procurement Structuring Consultant** and Program Manager for **Javits Center** through New York Convention Center Operation Corporation.
- **Unique Insight Into The Bay Park Diversion Project:** We have been part of the genesis, history, and background of this project as demonstrated by our delivery of the **Sunrise Highway Aqueduct Inspection** project. We know the ancillary elements associated with this project through our experience as the designer on the **Bay Park Effluent Pump Station Upgrade and Bay Park Raw Pump Station Upgrade** projects.
- **One Stop Shop:** AECOM has in-house technical expertise in all the **technical elements** of this project including micro-tunnel, pump station, pipeline rehabilitation, and civil/roadway improvements, and the project controls experience to minimize the **safety, schedule, cost, execution, and quality risks** of this project. Any yet unidentified expertise needs that may arise can most likely be fulfilled through our deep bench of internal staff.

- **History of Working In and With the County:** AECOM has a record of successful project collaboration with the local, state, and Federal stakeholders that could be affected by this project. Further, we understand the impact and concerns of the various communities that could be impacted by this project through our work on the Sunrise Aqueduct Inspection for the County and various transportation projects in the County through NYS DOT.

We have unparalleled water/wastewater design-build program management experience

Our team has extensive, current and applicable design-build and water/wastewater infrastructure experience:

- **Design Criteria and Procurement Lead:** in developing the design criteria documents and assisting Miami-Dade Water and Sewer Department (MDWASD) in procurement of a design-build team for the Norris Cut Force Main Replacement Tunnel Project (Project Value, PV, of $72M) and for the Government Cut Force Main and Water Main Replacement Project (PV of $77M). **The Government Cut Force Main Project was awarded the DBIA Trenchless Project of the Year while the Norris Cut Force Main Replacement Tunnel Project received Honorable Mention for the Project of the Year.**
- **Owner's Representative:** in conducting industry outreach on delivery methods, development of indicative designs, market research, assistance with developing design-build procurement documents and design-builder selection as Owner's Representative for the Blue Plains Advanced WWT Plant Program (PV of $110M) and Construction Management (PV of $82M) in Washington, DC;
- **Program Manager/Construction Manager:** in planning, preliminary design, public-private partnership procurement, and providing oversight of the design-builder during construction for the City of Regina, CA on the Regina WWTP Upgrade Project (PV of $190M); and,
- **Owner's Representative:** in planning, procurement and execution for a complex relining and rebuilding a major collection system in a semi-urban/suburban area for the Orange County Sanitation District (OCSD) in California (PV of $40M). As part of this project AECOM developed standards and procedures for OCSD to perform future design build projects. **The development was recognized as Project of the Year for Trenchless Technology.**
- **DB Advisor/Program Manager:** in structuring the original design-build procurement and providing program management on the design-build expansion implementation phase of Jacob K. Javits Convention Center Upgrade (PV of $1.325B).
- **DB Designer:** in developing procurement documents for design-build and providing cost estimates, scheduling, and constructability reviews for the Long Island Railroad (LIRR) Expansion Project from Floral Park to Hicksville (PV of $1.35B).
- **Design-Builder:** in providing permitting, design, construction, and startup and commissioning with fast tracking of key elements of work on the Lawton Valley and Station 1 WTP in Rhode Island (PV of $64M).

AECOM will strategically bring to bear best practices, lessons learned and design-build innovations from New York and other major programs.

We understand the significant challenges that are unique to this project and are prepared to institute a strategic approach based on lessons learned from these and other comparable design-build projects and water/wastewater infrastructure projects. See the table attached to this letter that highlights application of our lessons learned.

We are bringing our design-build program management A-Team

Our key staff have worked on more than 40 design-build projects with construction values totaling over $3 billion dollars throughout North America. For the program, we are proposing Roger Williams as our Senior Program Engineer and Chuck Williams as our Program Manager for Procurement:

- **Roger Williams, PE, Senior Program Engineer:** Project Manager and Design Criteria Engineer for the Award Winning Norris Cut Force Main Replacement Tunnel Project and the Government Cut Force Main and Water Main Replacement Project. Both these water/sewer projects were design-build and had construction costs in excess of $50M.

- **Chuck Williams, PE, DBIA, PMP, Program Manager for Procurement:** Design-build procurement lead of the $220M CSO Project as described in the Blue Plains Advanced WWT Plant Program and Procurement Lead on the Award Winning $40M Magnolia Trunk Sewer Relining and Pump Station Rehabilitation project.

- **Rachel Ferradaz, PE, Scheduler/Controls, Nova Consulting (M/WBE firm):** Extensive experience in critical path scheduling, time impact/delay analysis, budgeting and forecasting costs/schedules, reviewing change orders and negotiations, cost estimating, work quality/progress monitoring, and claims mitigation for wastewater treatment plants, water facilities, pumping stations, transit, and utility infrastructures projects.

These staff will be supported by our Design and Construction Quality Assurance Program Managers, **Irwan Halim, PhD, PE** and **Richard Redmond, PE**; our Mechanical and Civil SMEs, **Chris Galligan, PE** and **Verya Nasri, PhD, PE**; and our Procurement Specialist, **Mark McClenahan** - all of whom have design-build experience on similar programs. In addition to the leaders noted above, one key SME on our team is **Chris Macey, PEng**. Chris was integral to the initial **Sunrise Highway Aqueduct condition assessment** and is keenly aware of the technical and construction requirements for its rehabilitation. He is recognized across the industry as one of North America's premier pipeline rehabilitation and was recently inducted into the **North American Society of Trenchless Technology Hall of Fame**.

In order to further enhance this project, our team includes **critical design-build procurement advisors** we believe will be instrumental in delivering this project successfully and efficiently:

- **Marcos Díaz González** will bring global and NY design-build experience.

- **Farhan Haddad** has significant Design-Build experience accumulated over the past 10 years while serving in the Major Projects Office and Project Management Office at NYSDOT.

- **Brian Daly, PE,** has delivered over ten (10) water and wastewater treatment plant projects via design-build, including three (3) as the Design-Builder PM.

Please see our staffing plan in Section 3 for details on all our proposed leads.

We are committed to meeting the M/WBE goals

In addition to Rachel, we will use other staff from **Nova Consulting (certified WBE)** to provide document control and control administration. **We have agreements in place with CSA Group (certified MBE firm) and Hayduck Engineering (certified SDVOB)** to provide construction inspection/oversight services.

We are very excited at the prospect of partnering with NYS and Nassau County and engage our deep bench of design-build and water/wastewater infrastructure experts with a proven record of successful delivery on over 50+ design-build projects. As your partner, advocate, criteria professional, and representative, offer our unwavering commitment to quality to assure efficient delivery of the DB project that promises to realize intended environmental, resiliency, and economic benefits.

Yours Sincerely,
AECOM

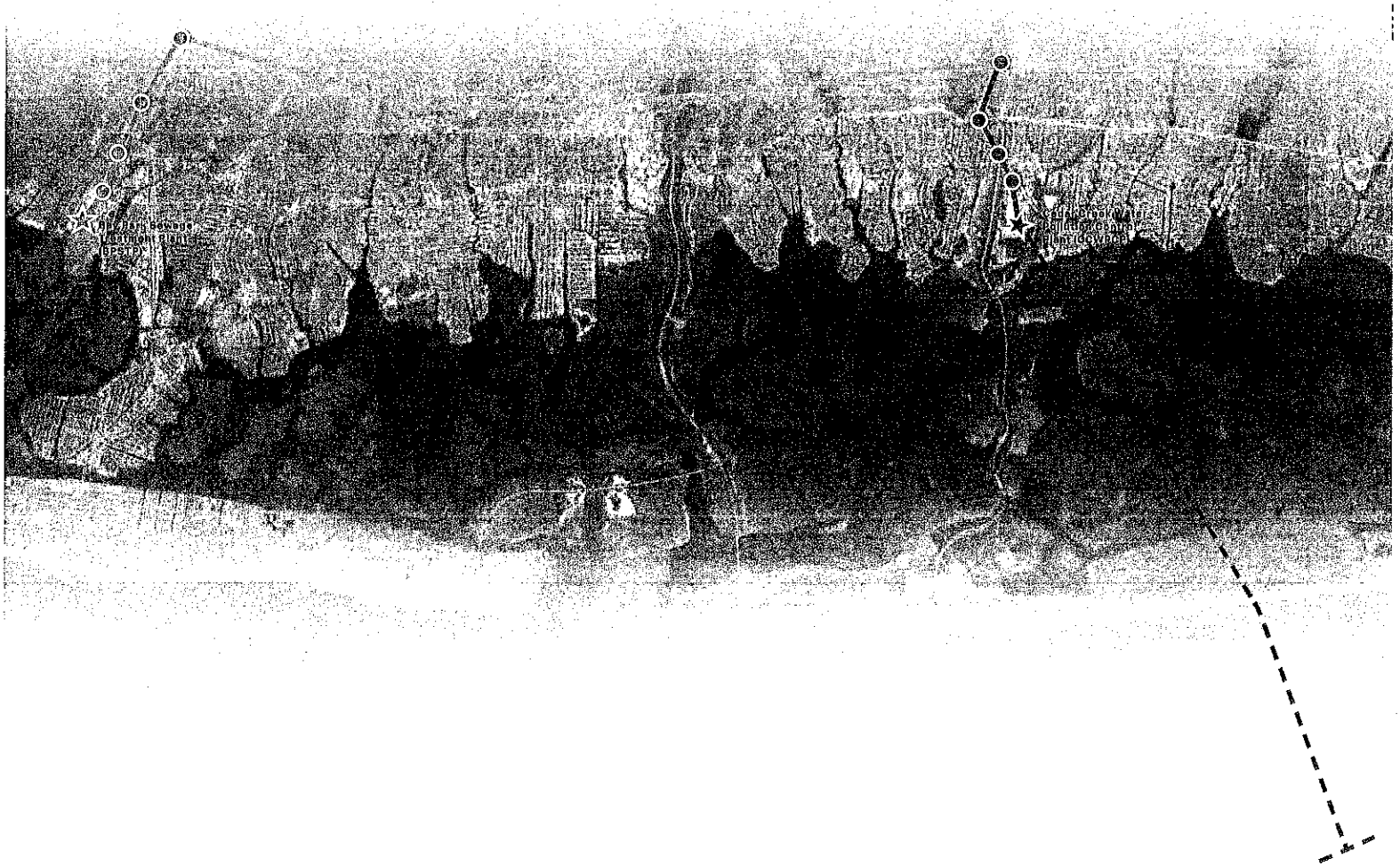
Paul F. Storella, PE
Senior Vice President
Regional Business Line Leader, NY/NJ Metro Water
paul.storella@aecom.com
212.984.7379

Lessons Learned Project Approach

Significant Risk/ Opportunity	AECOM Approach	Benefit
Attracting Highly Qualified Firms to Compete for the Project	• Hiring an experienced procurement partner firm like AECOM provides confidence for obtaining a clear, transparent, and professional procurement process utilizing best industry practices. • Conducting industry outreach through publications, at conferences, and informational sessions prior to solicitation. • Developing clear, well structured, and comprehensive Procurement and Contract documents that result in high quality proposals based on specific evaluation criteria that are integral to the overall success of the project.	• Increased interest and higher caliber of participating firms in the RFQ process. • Improves understanding of technical scope and the intended procurement process, obtains valuable industry input and promotes strategic teaming of highly qualified firms in advance of procurement. • Supports thorough and complete responses by proposing firms and opportunities for owner to evaluate firms based on their understanding of scope specifics and acceptance of project risks.
Assuring Efficient Design-Build Firm Selection	• Providing clear, structured and documented evaluation process and provide orientation and preparation for the Owner Selection Committee • Assuring a process- oriented Project Award process, through supporting County final negotiations, comprehensive documentation, and conforming clear contract documents.	• Facilitates transparency and bolsters confidence that the selection and negotiation process is fair and unbiased, and minimizes risks of protest and DB contract award delays. • Provides clear and complete documentation to support more efficient Project execution to avoid disputes and claims
Promoting Innovation	• Promoting innovation in the Procurement process that motivates design build teams to propose technical alternates for saving cost and time while maintaining quality and operability. • Administering a Stipend to ensure intellectual property transfer and obtaining some valuable alternates from unsuccessful proposers for the Owner to implement.	• Proposed technical alternates that are of equal quality and performance can provide added value of cost savings, increased service life, improved asset functionality / operability - at an equal or lower price. • Ensures Owner clear title to intellectual property while partially reimbursing design firm expense for development of technical materials, including the smaller subconsultants..
Managing Technical Risks to Reduce Cost and Schedule	• Establish a comprehensive Risk Management Plan based on a thorough and objective assessment of existing site infrastructure and conditions, as well Project characteristics and requirements prior to initiating the design-build procurement process.	• Reduces Owner risk through reducing overall Project risk and Design Builder risk from having a clear and complete Project definition. Support a more efficient procurement process that minimizes DB team uncertainties to avoid added cost / schedule contingencies.

Significant Risk/ Opportunity	AECOM Approach	Benefit
Managing DB Contract/ Commercial Risks to Reduce Disputes, Cost and Schedule	• Utilize proven contractual approaches that clearly assign risks and maintain the intended risk transfer for design and design-construction integration to the Design Builder without incurring Design Builder added cost contingencies for risks that Design Builder cannot reasonably control • Implement EHS metrics and standards into design-build contract.	• Provides more clarity for Design Builder to fairly price Project risks that reduces Project cost and disputes.
Managing Stakeholder Requirements	• Engage all stakeholders, the NYSDEC, Nassau County, Regulatory agencies, and the community to communicate Project objectives, the procurement and selection approach, the Project schedule, and critical technical and commercial issues. • Conduct periodic partnering sessions with key stakeholders. • Develop and implement village and town specific community outreach plans in partnership with local experienced subconsultants • Conducting periodic community outreach to inform the public of progress, anticipated disruptions, and soliciting their input as partners. • Hold regular design progress reviews with the DEC, Nassau County, Operations, and other stakeholders.	• Proactive approach of consistent stakeholder engagement at all levels and for diverse groups contributes to avoiding stakeholder misconceptions and misunderstandings that can be disruptive and cause delays and added risks.
Managing Schedule Risk to Avoid Delays and Overpayment for Progress	• Establish a system of key interim milestone events to more effectively monitor and control the Design Builder progress through design development, permitting, construction, testing and commissioning. Require continuous reporting of milestones status with Project schedule monthly updates. Can assign specific payments to milestones as part of the Owner approved Schedule of Values for progress payments.	• By establishing well-defined requirements and milestones for the Project schedule in the proposal stage, the Project Schedule and SOV become more effective control tools and provide early warning to mitigate future problems. Assigning payments to Milestones can incentivize the Design Builder and improve focus on results
Establishing Standards for Future Water/ Wastewater Infrastructure Design-Build Projects	• Through inter-agency collaboration, support the initiative to establish standard for planning, procuring and delivering water/wastewater design-build projects predicated on NY state approved DOT guidelines, and incorporating DBIA best practices. Leverage knowledge and experience of expert staff that are leaders in the subject matter and thoroughly familiar with the industry perspective on procurement and project performance issues.	• Establishing proven standards for planning, procuring and implementing Design Build Projects that promote innovation and retain the benefits of Design Build single-source accountability can provide more consistent and desirable results to meet project objectives with less risk.

2
Statement of Qualifications



2. Statement of Qualifications

AECOM brings to NYS DEC the local, national and global expertise required to successfully manage the design-build procurement and implementation of the Bay Park Diversion Project in Nassau County.

Benefits of the AECOM Team

- ✓ Ability to incorporate guidance and lessons learned from our extensive design-build program management/owner's representative and design-build implementation experience on water/wastewater infrastructure projects and programs and nationally.
- ✓ Firm understanding of the benefits and drivers for this project.
- ✓ Experience working with Nassau County and its PMJV on related projects.
- ✓ Technical experts in NY tunnels, pipeline/aqueduct lining, pump stations, hydraulics, and civil underground construction.
- ✓ Expertise in NYS procurement, project scheduling, controls, and records management systems.
- ✓ Unrivaled knowledge of existing conditions of the aqueduct and pumping facilities at the treatment plants.

AECOM is ready to serve NYS DEC as your Design-Build Advisor/ Program Manager for the Bay Park Diversion Project. AECOM meets and exceeds every qualification required to deliver a successful outcome, with extensive, current, wastewater design-build program management experience. The role that NYS DEC has laid out will require us to perform some very specific functions:

Owner's Representative: The Design-Build Program Manager must act as NYS DEC's Owner's Representative and advocate in all things related to the project. Conducting industry outreach and market research on delivery methods, development of indicative designs, assistance in developing design-build procurement documents and design-builder selection could all be key functions that AECOM is prepared to perform as NYS DEC's project partner.

Technical Lead: The Design-Build Program Manager must have superior technical skills to oversee the initial design and that of the design-builder ultimately selected. AECOM's current work at the Bay Park STP and knowledge of how the flow diversion system is required to function will be invaluable to the project. Our top notch wastewater pumping, pipe rehabilitation and micro-tunneling experts will work with our local experts to ensure a quick start and successful design-build delivery. AECOM has top notch wastewater pumping, pipe rehabilitation, and micro-tunneling experience, coupled with specific knowledge of this project. Coupling this strong firm experience with the local knowledge creates a foundation for success.

AECOM also brings expertise from a global tunneling and pipeline rehabilitation practice to review the design criteria for the new microtunnel and provide valuable insight into the lining design. We have gained valuable knowledge assessing the existing aqueduct along Sunrise Highway that will be an integral component of this project. We know how to communicate with all stakeholders, including the public, to reduce disruption to public roadways and neighborhoods so impacts to the eight communities along the route are kept to a minimum. This combined local design-build and water/wastewater infrastructure technical expertise will allow the AECOM team to help the NYS DEC develop design-build procurement documents that minimize risk and provide best value for all.

A summary of how AECOM meets and exceeds the minimum qualifications for this assignment is shown in the table on the next page.

Miminum Qualifications

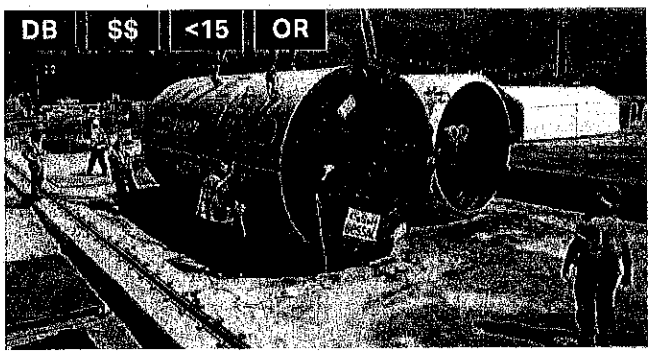
Table 2.1 AECOM Firm and Team Relevant, Similar Project Experience

Minimum Qualifications	How AECOM Meet's the Requirements
Firm Qualifications *Details for AECOM projects are included later in this section and **Attachments 3.3** in the Appendix*	
Management of at least three construction projects within the past 15 Years **Projects valued above $50M** **Design-Build support services** **Projects relevant to scope of services**	1. Norris Cut Force Main Replacement Tunnel **Design-Build Criteria Engineer and Owner's Representatve** during construction - $72M 2. Government Cut Force Main and Water Main Replacement **Design-Build Criteria Engineer and Owner's Rep** during construction - $77M 3. Regina Wastewater Treatment Plant **Design-Build Owner's Rep** - $181M 4. Blue Plains Advanced WWTP **Design-Build Tunnel Dewatering Pump Station** and Enhanced Clarification Project **Program Management** - $215M; Total contract: PM - $110M; CM - $81M 5. Jacob K. Javits Convention Center Design-Build **Design-Build Procurement Structuring Consultant** and **Program Manager** - $1.3B
Duly authorized to provide engineering services in New York State	Legal information regarding our contracting entity, AECOM USA, Inc. is included in **Attachment 2.1**. Our firm has been licensed to provided engineering services in New York State for decades. Our certificate number is 0014949 is included with **Attachment 3.1** in the Appendix.
Experience with water/ wastewater infrastructure	AECOM brings experience from **40+** large-scale water/wastewater infrastructure projects and programs **including design-build** as shown in **Figures 2.3 and 2.4** at the end of this section.
Experience providing quality assurance services	**Attachments 3.3** for all five referenced projects demonstrate our extensive experience providing design and construction oversight and quality assurance.
Experience in complying with M/WBE, SDVOB, DBE GFE goals	Our referenced projects met or exceeded M/WBE goals. Our plan to utilize M/WBE/SDVOB firms for key services and meaningful work in support of the local economy is demonstrated in **Figure 2.2** later in this section.
Program Team Qualifications *Details for Key Personnel are included in the Staffing Section and **Attachments 3.2** in the Appendix*	
Senior Program Engineer	Our Senior Program Engineer, **Roger Williams, PE**, has 18 total years of experience (over 8 years of qualifying experience) managing water and wastewater projects and programs including $150M in design-build projects, two of which are valued at $50M+ - **Norris Cut Force Main Replacement Tunnel** and **Government Cut Force Main and Water Main Replacement**.
Program Managers	Our PM for Procurement **Chuck Williams, PE**, PM for Design/QA **Irwan Halim, PE** and PM for Construction/QA **Rich Redmond, PE**, bring a combined 105 total years of experience managing the procurement, design and construction of water/wastewater infrastructure. This program management leadership team demonstrates nearly 30 total years of qualifying experience as evidenced by their resumes forms in the Appendix.
Subject Matter Experts	Mechanical SME **Chris Galligan, PE**, and Civil SME **Verya Nasri, PE**, both bring extensive experience in their specialty and leasons learned from multiple design-build, wastewater pumping, and underground tunneling projects in New York State.
Procurement Specialist	**Mark McClenahan** brings more than 35 years total years of experience in preconstruction services, design-build procurement, cost estimating, risk management, scheduling, and commercial/change management. He has procurement experience with various NYS and NYC agencies and authorities, including OGS, DASNY, SUCF, DEC, Thruway Authority, and DEP.
Scheduler	**Rachel Ferradaz, PE, of Nova Consulting (W/MBE)** specializes in project controls and scheduling or major water/wastewater infrastructure projects in New York. Rachel has long been a subconsultant to AECOM, working along our proposed team members as our project controls engineer on several of our key projects presented in this section.

Ability and Experience to Assist NYS DEC in procuring and implementing the Bay Park Flow Diversion Project

We are proud to bring to the Bay Park Diversion project a blend of our best local experience and global expertise. Our team of design-build and program management specialists know how to procure, implement and manage risk on large design-build water and wastewater programs. We also bring direct and applicable work on three recent Nassau County projects. Our program managers and subject matter experts understand tunneling in soft earth environments in New York, know the condition of the aqueduct and workings of the BPSTP and can utilize this knowledge to efficiently and successfully manage design-build execution of the project.

Figure 2.1 Projects Featured on Form 3.3

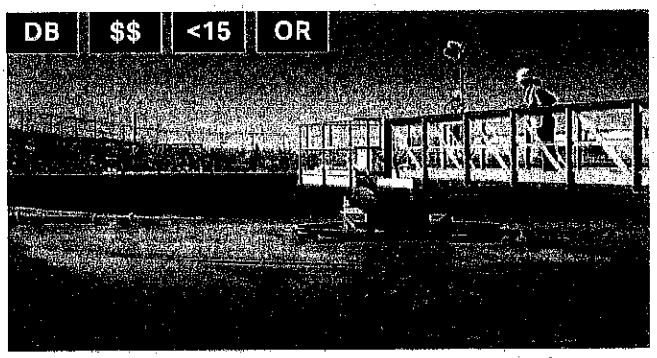


Design-Build Owner's Rep $72M
Norris Cut Force Main Replacement Tunnel Miami-Dade County, FL

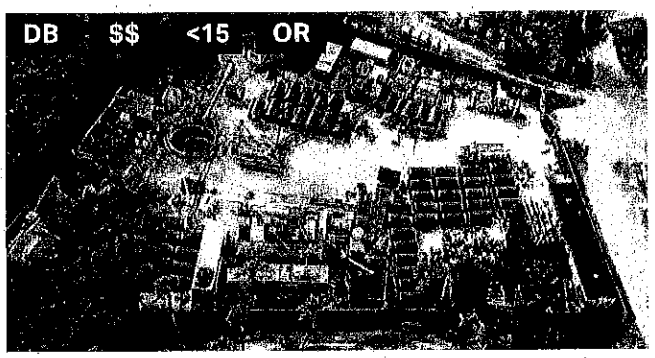
We Exceed the Minimum Requirements

- **DB** Design-Build
- **$$** $50M+
- **<15** Within Last 15 Years
- **OR** Owner's Rep, DB Support, PM/CM

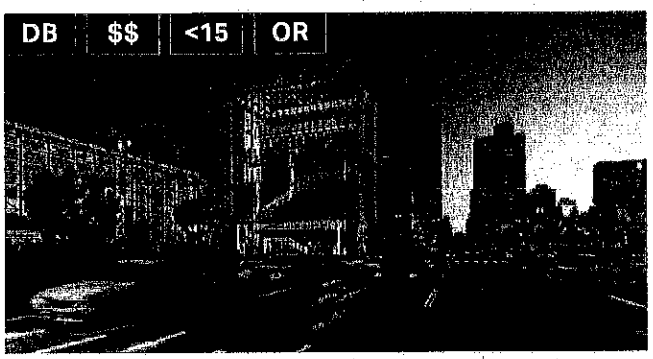
All of our referenced projects meet the minimum requirements



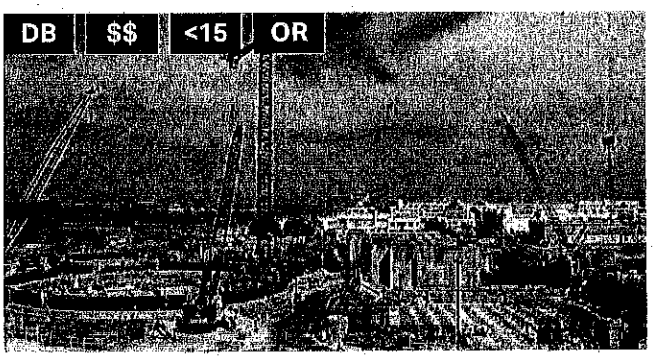
Design-Build Owner's Rep for DBFOM $180.8M
Regina Wastewater Treatment Plant Upgrade City of Regina, Saskatchawan, Canada



Design-Build Owner's Rep $77M
Government Cut Sewer Force Main Replacement, Miami-Dade County, FL



Design-Build $1.325B
Jacob K. Javits Convention Center Expansion New York, New York



Design-Build/PM-CM $215M
Blue Plains Tunnel Dewatering Pump Station and Enhanced Clarification, Washington, DC

Detailed write ups on these projects are presented later in this section and on *Form 3.3* in the Appendix.

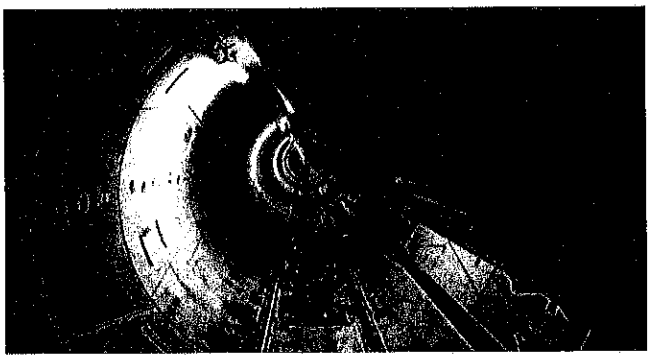
Design-Build Program Management/Owner's Rep Experience

In addition to our featured projects on Form 3.3, the table below provides a sampling of the breadth of our water/ wastewater **owner's representative** experience on some additional alternative delivery projects.

Table 2.2 Program Management/Owner's Representative Experience for Design-Build and Alternative Delivery Water and Wastewater Projects

Client/Location	Brief Description of Services Similar to NYS DEC Bay Park Diversion Project
Portland, Maine	AECOM is serving as the owner's representative, assisting the City of Portland, Maine procure and administer their first design-build project. The Back Cove Storage Facility is an approximately $40M project consisting of a 3.5 Million Gallon CSO storage tank along with pumping and a forcemain. AECOM helped write the RFP documents, evaluate the bidders and is now providing support to the owner during project execution.
Northshore WWTP Metro Vancouver, Canada	AECOM is the Owner's Rep assisting in delivery of the new facility using the DB delivery model. This was the first major wastewater treatment facility implemented by Metro Vancouver using DB. Our procurement services included RFP development, confidential collaborative meetings with bidders and proposal review.
Dept. of Watershed Management DeKalb County, Georgia	AECOM is the PM for this large ongoing W/WW program that involves 80+ discrete activities and requires more than 250 individual contracts for design, construction, and CM services. AECOM's expertise with alternate delivery has enhanced the client's procurement strategy and many of the projects have been packaged as DB.
Orange County Sanitation District, California	AECOM assisted in the planning, procurement and execution for Magnolia Trunk Sewer Rehab, a complex relining and rebuilding of a major collection system in a congested urban areas - selected as *Trenchless Technology magazine's 2012 Rehabilitation Project of the Year.* AECOM also assisted OCSD in developing standards and procedures for use onfuture DB projects.
City of Winnipeg, Canada	AECOM assisted in planning and procuring a major design-build upgrade and expansion of their wastewater treatment plant for economic growth and new regulatory requirements.
Los Angeles Department of Water and Power (LADWP)	AECOM assisted to plan and procure an accelerated CM@Risk schedule delivery to replace two 100 MG underground reservoirs that incorporated power generation and above-ground recreational space.
City of San Jose, California	AECOM is Owner's Rep overseeing the preparation of D-B front-end documents for the Fourth Street 84-inch Interceptor Ph VI-A. Services incude preparation of the RFQ, RFP and coordinating pre-qualification of DB teams.
Hampton Roads Sanitation District, Virginia	AECOM is serving as program manager for a $1.5 Billion SWIFT wastewater program that includes multiple projects at various wastewater treatment plant locations. Several of the procurements will be administered via design-build.
Miami-Dade County South District WWTP, Florida	AECOM is providing owner's representative services on the design- build contract. The project includes designing a new centrifuge thickening and dewatering facility at its South District WWTP and upgrading the facility's existing two-stage anaerobic digestion to acid phase with high-rate anaerobic digestion as part of their Consent Decree program
Prince Georges County, Maryland	AECOM provided process, procurement, risk/financial evaluation, and technical advisory services to Prince Georges County on a stormwater public-private partnership showcasing a sustainable approach for local officials to meet the challenges of large scale urban infrastructure retrofit

Norris Cut Force Main Replacement Tunnel, Miami-Dade Co, FL



9-foot inside diameter segmentally-lined tunnel was mined with hybrid TBM through coralline limestone.

AECOM was called on to help Miami-Dade WASD replace a critical force main under Norris Cut after it was found to be in imminent threat of failure. The project was **successfully implemented using design-build delivery** in less than 5 years with AECOM serving as MDWASD's trusted partner from start to finish.

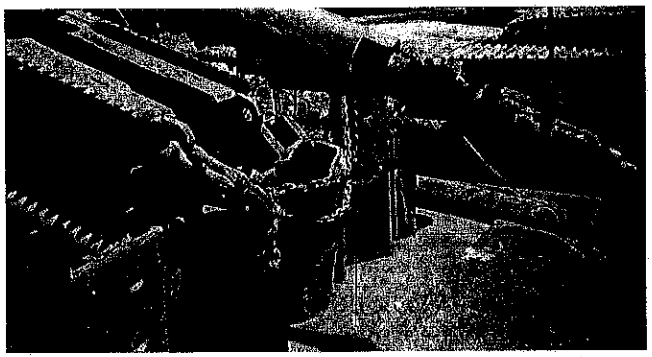
AECOM developed the design criteria, technical documents, 30 percent plans, **prepared the procurement documents, evaluated the design-build tender submittals, and provided engineering services during final design and construction.**

The Norris Cut DB project consisted of 8,200 Linear Feet of 12-ft inside diameter Tunnel Boring (TBM) with pre-cast concrete segmental liner and a new 60 inch FRMP pipeline installed inside it, grouted in place at a depth of 80 to 85 feet below mean sea level. The TBM passed through similar limestone geology as for the Government Cut project, and therefore required the use of a closed, pressurized-face TBM. The launching shaft for the TBM mining operation as well as the connection point to the existing open-cut force main were located at the northeast corner of the Central District WWTP site on Virginia Key, while the retrieval shaft and second connection point was on Fisher Island near the existing Fisher Island Ferry Terminal.

Relevance to the BPSTP Diversion Project

- DB implementation providing technical, risk management and procurement lessons learned applicable to this work
- Trenchless installations and HDD technology
- Complex environmental permitting for a sub-aqueous coastal tunnel crossing sensitive areas

Government Cut Sewer Force Main Replacement, Miami-Dade Co,FL



An HDD alternate was successfully implemented for water main construction at a cost savings to MDWASD.

AECOM was selected by MDWASD to implement a critical infrastructure replacement project with an extremely aggressive schedule, driven by a planned harbor dredging program. T he project was successfully delivered on time using a design-build approach with AECOM serving as the Owner's Design Criteria Engineer and Technical Advisor from initial permitting through procurement and construction.

AECOM prepared the procurement documents for the replacement of the 54-inch Force Main (FM) that extends between Miami Beach and Virginia Key, and 20-inch Water Main that extended from Port Island to Fisher Island. Work included design criteria, specifications, conceptual plans, GBR, and acquiring all environmental resources permits for the project. **AECOM also assisted in the successful procurement of a Design-Builder. Since design-build was relatively new to MDWASD, AECOM developed a qualification and value-based selection process and assisted with advertising, negotiating, and award of the contract. The procurement process was highly successful and has served as a model for future MDWASD design-build procurements.**

The procurement approach encouraged design-build teams to propose value-added alternatives that would reduce project costs. The selected Design-Builder proposed an alternate that allowed the water main to be constructed with twin HDD bores, each 1400 linear feet in length, to install the 12-inch and 24-inch pipe. This proposal was accepted and was implemented successfully at a cost savings to MDWASD.

Relevance to the BPSTP Diversion Project

- Procurement RFQ/RFP and contract documents for a pipeline replacement design-build project using HDD and micro-tunnel boring techniques
- DB implementation providing technical, risk management and procurement lessons learned
- Developed effective design-build procurement approach which has served as model for future MDWASD projects

Regina WWTP DBFOM Owner's Representive, Regina, Canada



AECOM provided Owner's Advisor services for the $180.8M (CAD) design-build-finance-operate-maintain (DBFOM) upgrade at the Regina WWTP.

AECOM delivered the project through planning, preliminary design, preparation of bridging documents, procurement, and finally oversight of the design-builder during construction.

Planning and Preliminary Design Phases. One of the key aspects of the planning and preliminary design phases was to determine and manage project risks. For those risks that would be transferred to the design-builder, it was necessary to minimize the dollar value applied to those risks by the design-builder.

Procurement Phase. The procurement phase involved both RFQ and RFP stages. Collaboration and integration between AECOM and the City were established and three working committees were created to represent each of the technical, legal and financial requirements. AECOM and the City laid out a road map for the procurement process, including formal integration meetings to ensure that the bridging documents represented the technical requirements, the City's legal framework and financial requirements.

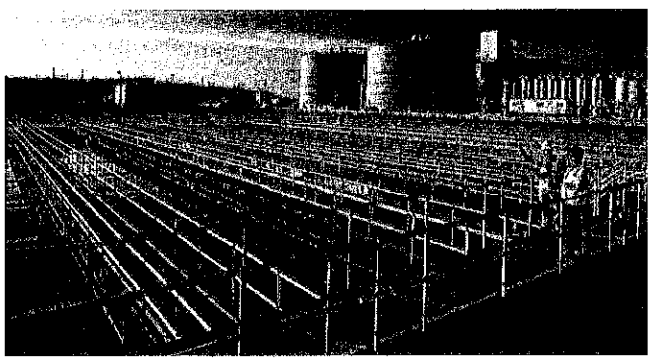
AECOM's responsibilities in the procurement phase included: participating in risk assessments; managing the project office, data room, and electronic data room; hosting integration meetings with the client's technical, legal and financial working groups; managing the RFQ and RFP development processes; managing the RFI process, log and responses; and coordinating collaborative meetings with shortlisted bidders.

Design and Construction Phase. Following award of the contract, AECOM monitored the design and construction of the facility including verifying that the contractor complied with all contract requirements, auditing QA/QC records, reviewing design submittals, and witnessing performance testing.

Relevance to the BPSTP Diversion Project

- Project involved design-build providing lessons learned applicable to this work
- Owner's Representation
- Risk management
- Preparation of procurement documents
- Maintaining project data and controls systems
- QA oversight during construction

Blue Plains Advanced WWTP PM/CM - Tunnel Dewatering Pump Station and Enhanced Clarification Design-Build, Washington, DC



Since the decision to go with the design-build delivery method, this assignment has involved AECOM's team of technical and project delivery professionals serving as DC Water's representative.

This assignment is linked to DC Water's Total Nitrogen and Wet-Weather (TN/WW) plan, which was mandated by federal consent decree as part of DC Water's Long-Term Control Plan (LTCP) shows our ability to optimize the benefits of utilizing the Design-Build procurement process, allowing Design-Build (DB) entities the flexibility to innovate while requiring them to meet mandatory technical requirements.

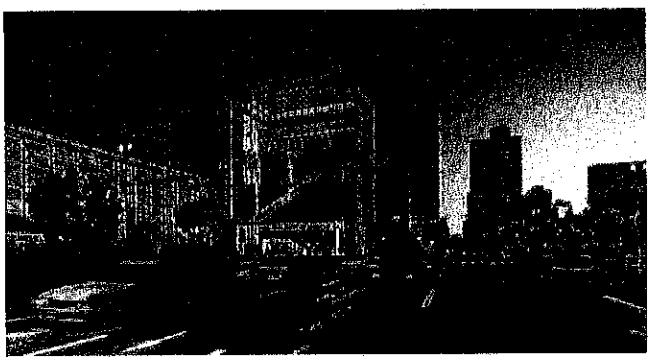
AECOM's program management team developed an indicative design for the new facilities and then worked on the Procurement Phase. Design-Build SOQ and RFP documents were prepared, following the two-step, "best value" selection process. In Step 1 (RFQ), Design-Build firms or teams were asked to submit their qualifications. Five Proposers submitted SOQs. AECOM guided DC Water through the shortlisting process, cutting two proposers. The RFP was then prepared to be issued to the three remaining bidders, asking for their technical and price proposals y.

During the construction and commissioning phase, AECOM's responsibility was to confirm that the Design-Builder followed the technical requirements and met the design intent of the contract,

Relevance to the BPSTP Diversion Project

- Design-build pump station
- Procurement documents
- Quality assurance during design/construction
- Risk management
- Project management information system

Jacob K. Javits Convention Center Expansion, New York, NY



AECOM leads the review and conformance for the basis of design and DB deliverables for all program and operational requirements for the Javits Expansion.

AECOM was the DB Procurement Structuring Consultant and is currently the Program Manager on the $1.325 billion design-build (DB) expansion of the Javits Convention Center in New York City. Javits is the busiest convention center in the United States, with mission critical operations involving tens of thousands of users and truck deliveries, and millions of visitors annually. The 1.25 million-square-foot expansion is the first design-build high-rise institutional facility of this scale being executed in the City of New York. Through DB contract requirements and constant control and collaboration with the design-builder, client and operator, we have been able to maintain Javits running at full capacity without a single impact or relief event for the DB.

DB Structuring and Procurement Management. This procurement was carried out in 10 months, from final packaging of the program requirements, through RFQ, DB contract development, DB RFP, DB RFP response evaluation, and selection, BAFO and VE, award, and DBE contract execution.

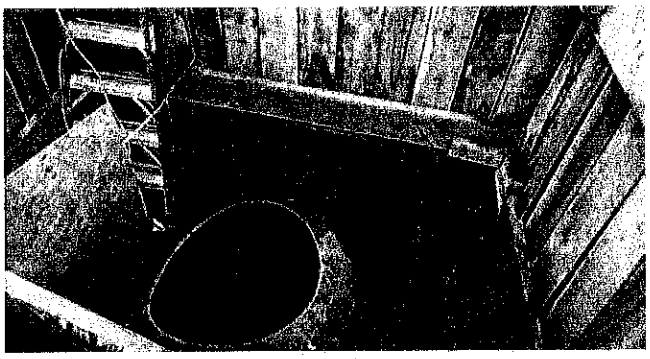
AECOM's scope included but was not limited to: evaluation of best practices, technical lead and client support during the entire DB procurement structuring, review, selection, and DB contract execution.

Relevance to the BPSTP Diversion Project

- Design-build procurement and program management services
- RFQ and RFP development

Additional experience related to Bay Park Diversion project

Sunrise Highway Aqueduct Investigation and Assessment



As part of the conditions assessment AECOM exposed sections of aqueduct along the specified routing which provides AECOM with first-hand knowledge of the existing conditions of pipeline, and how to minimize risk when preparing the DB procurement documents.

AECOM conducted the investigation and condition assessment of approximately eight (8) miles of an existing abandoned in place seventy-two (72") inch diameter steel water main extending along the Sunrise Highway (NY State Route 27) from approximately Ocean Avenue to Wantagh Avenue. To conduct this conditions assessment, AECOM completed an extensive desktop analysis and field survey and data collection process that provided the information necessary to allow for the proper assessment of the existing water main pipeline. The condition assessment was further used to determine the feasibility of re-purposing the pipeline into a force main to convey treated wastewater effluent from the Bay Park Sewage Treatment Plant to the Cedar Creek Water Pollution Control Plant.

Relevance to the BPSTP Diversion Project

- Extensive knowledge and background of the existing pipeline conditions, and geospatial mapping of the pipeline routing.
- Conducted structural assessments of the pipe line material to confirm overall structural limits and full hoop strength integrity of the pipeline, and primary modes of deterioration .
- Assessed relevant pipeline reuse feasibilities against typical pressures and external loadings needed for the various relining alternatives.

Bay Park STP - Pumping Facility Improvements



AECOM is the final design engineer for the effluent and raw sewage pump stations, an integral component of the flow diversion project.

Relevance to the BPSTP Diversion Project

- Intimate knowledge of BPSTP Effluent Pumping System structure and facility conditions including capacity/ hydraulics related issues.
- Familiar with overall structure and how it relates to proposed new BPSTP Diversion Pump Station and proposed conduit connections.
- Working closely with County, Operations and PMJV staff.

Figure 2.2

AECOM's Commitment to Meeting or Exceeding M/WBE Goals

Committed to helping MBE/ WBE community grow

The AECOM Team shares the State's and Nassau County's commitment to providing meaningful growth opportunities for MWBE and other disadvantaged firms on our assignments. We are committed to providing significant subcontracting opportunities for diverse suppliers, including M/WBE firms on a local, regional, and national level. AECOM helps further the growth of our MBE/WBE partners through mentor-protégé programs. These programs foster collaborative relationships that benefit both mentors and protégés alike.

The MBE/WBE firms we have or will select for our overall team are locally based, well respected, and highly skilled firms with previous experience working in New York State and Nassau County.

We have contributed more than **more than $1M** to M/WBE firms on NYS assignments in the last decade and on our three most recent contracts with Nassau County we contributed **more than $700,000** to local MBE/WBE firms.

MBE/WBE Firms on our Team

Nova Consulting & Engineering, LLC (M/WBE)
Scheduling and Project Controls

Nova Consulting & Engineering, LLC (Nova), is a W/MBE engineering consulting firm specializing in civil and environmental engineering, as well as program management and construction management services. They bring two decades of experience providing professional services to public agencies' water and wastewater infrastructure projects in the areas of storm water and drainage, wastewater treatment and collection systems, hydraulic modeling, and water quality studies.

Nova's local experience in Nassau County includes projects such as

- Bay Park STP Electrical Distribution System Upgrades
- Bay Park STP Pump Station Rehabilitations.

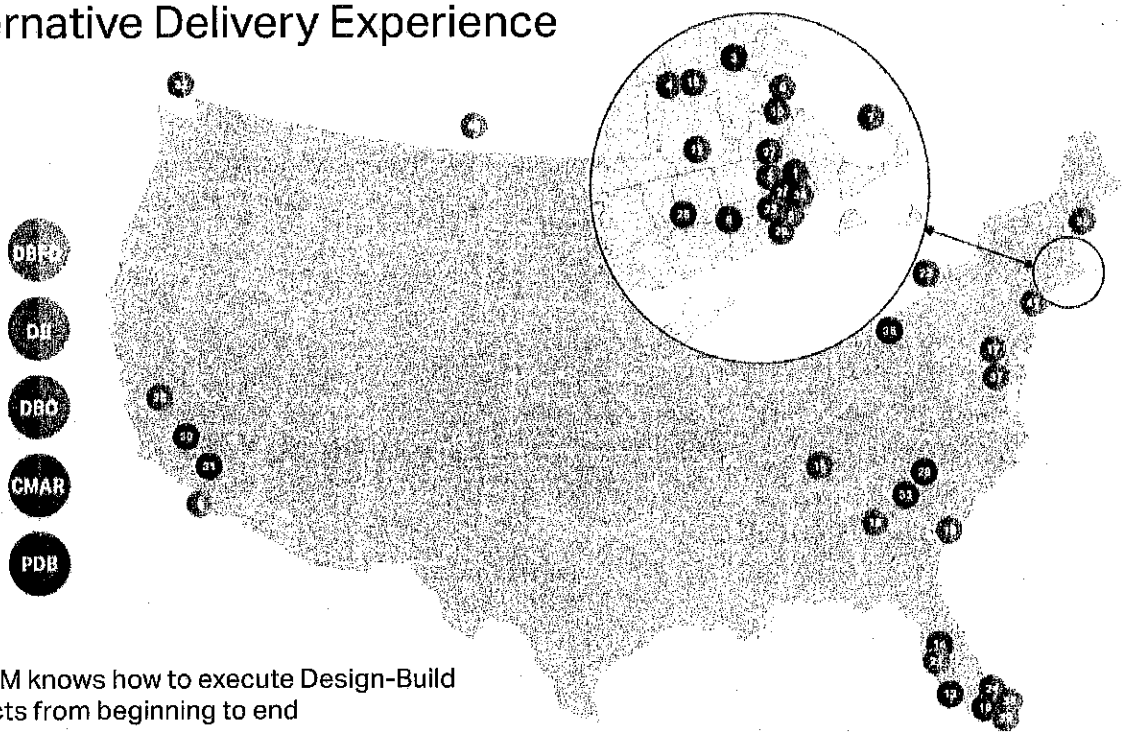
Additional MBE/SDVOB Subconsultants

In addition to Nova, we have agreements in place with **CSA Group (certified MBE firm)** and **Hayduck Engineering (certified SDVOB)** to provide construction oversight services and will strive to include additional disadvantaged firms to our team in support of the local economy.

Below and on th next page are examples of AECOM's experience with similar design-build, program and construction management, and our extensive portfolio of high profile projects and programs across North America. This experience helps us keenly understand the unique nature of water/wastewater infrastructure design-build, assess the project from every perspective, and help us develop procurement documents that minimize risk and maximize best value.

Select AECOM North American Alternative Delivery Experience

Figure 2.3



AECOM knows how to execute Design-Build projects from beginning to end

	Project Name	Size MGD	Water/ WW	Construction $ Value
1	Cranston, RI	23	WW	$15 M
2	FPL, Cranston, RI	6.5	WW	$23 M
3	AES Londonderry, NH	4	WW	$7.5 M
4	Gardner, MA	3	Water	$9 M
5	Newport, RI	10.7	WW	$11 M
6	Beverly Hills, CA	3.5	Water	$20 M
7	Taunton, MA	8.5	WW	$11 M
8	Foxwoods, Ledyard, CT	3.6	WW	$17.6 M
9	Lynn, MA	14	WW	$15 M
10	Massachusetts Water Resources Authority	115	Water	$88 M
11	Holyoke, MA	103	WW	$24 M
12	Lee County, FL	0.4	WW	$20 M
13	Hilton Head, SC	3	Water	$12 M
14	Seminole Tribe of Florida, FL	0.8	Water	$24 M
15	Nashville, TN	N/A	Biosolids	$117 M
16	Devens Commerce Center, MA	4.5	WW	$16 M
17	Carroll County, MD	7	Water	$27 M
18	Gwinnett County, GA	N/A	Collection	$23 M
19	Davie, FL	6	Water	$120 M
20	East Providence, RI	10	WW	$54 M

	Project Name	Size MGD	Water/ WW	Construction $ Value
21	Sarasota, FL	1	Water	$25 M
22	Toronto, Ontario, Canada	N/A	SSO	$75 M
23	Newport, RI	7	Water	$64 M
24	Hialeah, FL	10	Water	$60 M
25	CT Water Company, CT	9	Water	$28 M
26	City of Davis, CA	8.4	WW	$70 M
27	Provincetown, MA	.75	WW	$40 M
28	Belmont Pipelines, NC	N/A	Water	$6.1M
29	Newport, RI	16	WW	$40 M
30	Stockton, CA	33	WW	$150M
31	Rialto, CA	11.7	WW	$90 M
32	Victoria, BC	23.7	WW	$272 M
33	Spartanburg, SC	64	Water	$30M
34	Woonsocket, RI	7	Water	$53M
35	Portland, ME	N/A	WW	$40M
36	Lakewood, Ohio	5	WW	$7M
37	Washington, DC	500	WW	$215
38	Miami, FL (Govt Cut)	N/A	WW	$77M
39	Miami, FL (Norris Cut)	N/A	WW	$72M
40	Regian, SK	24	WW	$180M
41	Javits Convention Center, NY	N/A	BLDG	$1.3 B

Figure 2.4

AECOM is a trusted leader in delivering water and wastewater infrastructure programs all over the world. This map shows the locations of over 40 major programs that AECOM has managed or is now managing in North America.



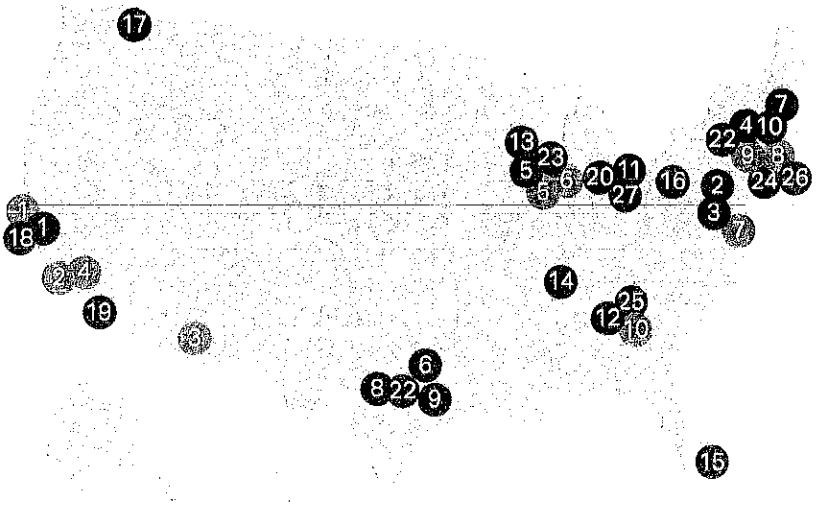
1 Water System Improvement Program, San Francisco, CA



3 Water Pollution Control Plant Upgrade, Arlington, VA



5 Water System Capital Program, Chicago, IL

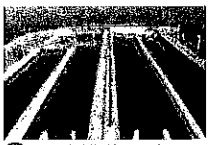


Selected Water/Wastewater PM Assignments

Selected PM Assignments in Other Market Sectors



2 Blue Plains Advanced Wastewater Treatment Plant, Washington, D.C.



4 R&D/BNR Upgrade Program, New York, NY



6 Tarrant Regional Water District and Dallas Water Utilities, Texas/Integrated Water Pipeline, TX



7 MWRA Boston Harbor Cleanup, Boston, MA



8 Clean Water Program, Austin, TX



9 Groundwater Reduction Program, North Harris County, TX



10 Hartford On-Call Sewer Rehab Program, CT



11 CSO Long Term Control Plan Program Management, Akron, OH



12 CSO Program Management & Design Services, Atlanta, GA

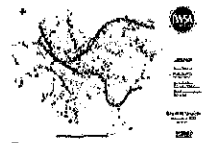


13 Milwaukee Metro Sewerage District/ Collection and Treatment System Improvements, WI



14 Overflow Abatement Program, Nashville, TN

15 Miami-Dade Wastewater System Priority Projects Program, Miami, FL



16 Pittsburgh Consent Order Compliance Program, PA



17 Spokane CSO Reduction Program, WA



18 Sewer System Improvement Program, San Francisco, CA



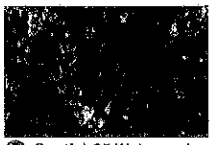
19 San Diego Wastewater System Improvements Program, CA



20 Water Program—Prof. Const. Mgt., Toledo, OH



21 New York City Wastewater Resiliency Program, NY



22 South I-35 Water and Wastewater, Austin, TX



23 PM + Construction Engineering Services, Chicago Dept. of Water Management, IL



24 Passaic Valley Sewerage Commission Program Management Services, Newark, NJ



25 Capital Improvement Projects Program Management Services, DeKalb County, GA



26 Development of CityOwide CSO LTCP, New York, NY



27 Water Supply & Treatment Prof. Const. Mgt. Program, Columbus, OH



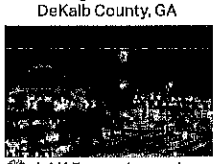
28 MTA/Central Subway, San Francisco, CA



29 Alameda Rail Corridor, Los Angeles, CA



30 Arizona DOT/Valley Freeway Program, Various Locations, AZ



31 LAX Expansion and Modernization, Los Angeles, CA



32 Chicago O'Hare International Airport, Chicago, IL



33 Illinois State Highway Toll Authority, IL



34 DOD Pentagon Renovation Program, Washington, D.C.

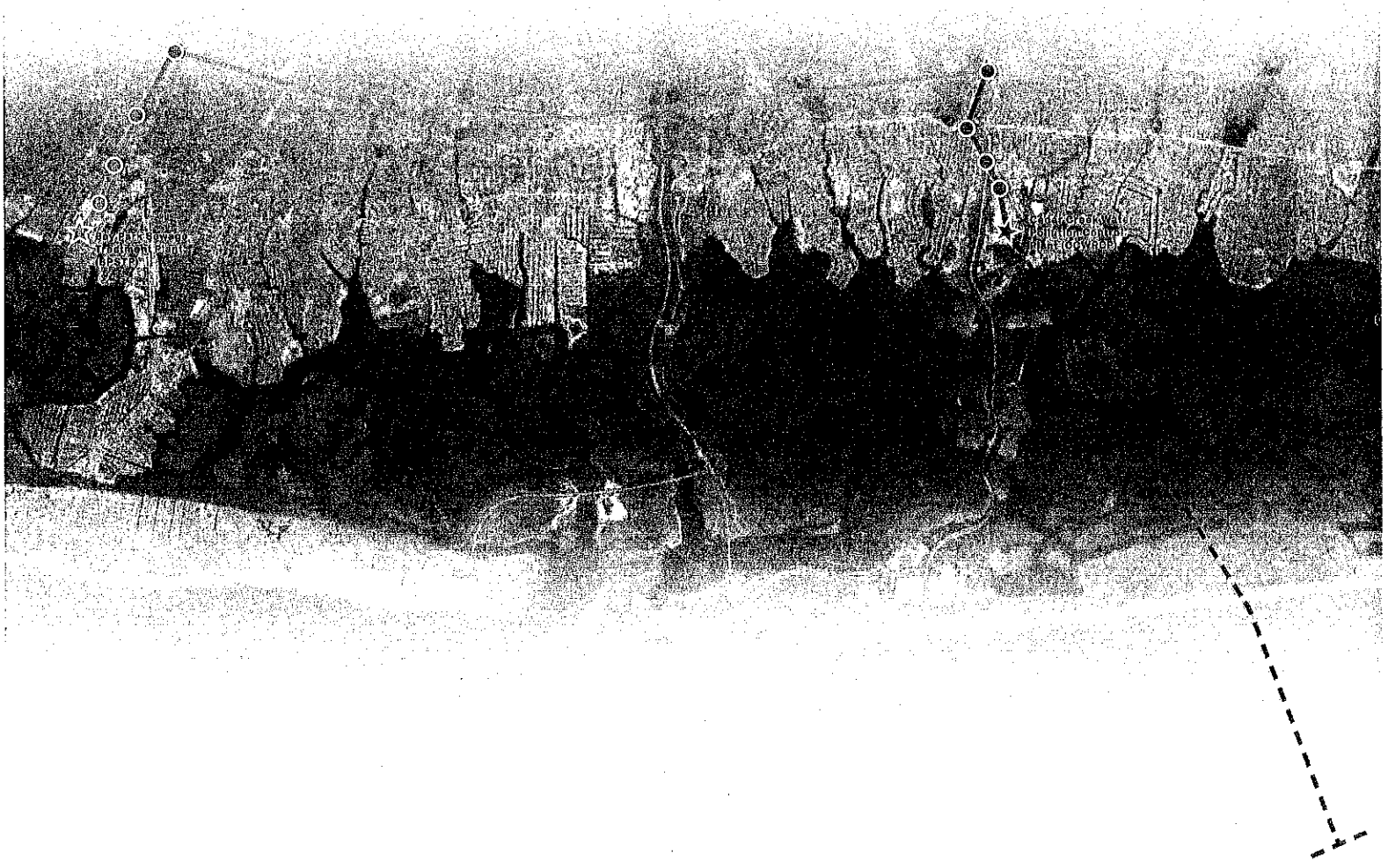


35 New York City Transit/ Second Avenue Subway, New York, NY



36 New York City Econ. Development Corp. Yankee Stadium Redevelopment

3
Staffing Plan



3. Staffing Plan

Benefits of the AECOM Team

- ✓ Nationally recognized specialists in wastewater design-build procurement, deep knowledge of the wastewater contracting community, and expertise with treatment plant, pump station and micro-tunnel design and construction.
- ✓ A team that brings the blend of program management for wastewater design build projects nationally and direct experience with design build projects in New York State.
- ✓ Experts that have been intricately involved with this project for years and that understand the risks and issues which will provide for sound mitigation measures for successful delivery with minimal disruption.
- ✓ Most importantly, local key staff who understand the community, its culture and impacts this project could have on the people living and working in Nassau County.

Given that this a first of its kind project for this area, we have selected a balanced team that brings national expertise and lessons learned from implementing similar water/wastewater infrastructure projects across North America and combines them with experts in implementing design-build projects in New York State and technical leads experienced on the various aspects of this project. We looked at various staff with design-build experience within our organization before settling on this particular team. We strongly believe that these key leaders and advisors represent the best AECOM North America has to offer to assure project success.

National Design-Build and Technical Experts

It takes a special team to understand all the nuances and seamlessly fold them into a fully integrated and operational project. Our project leadership includes staff that have provided program management services for design-build water/wastewater infrastructure projects from all perspectives and have assisted owners with all aspects of the design-build process on award winning projects. Additionally, our staff brings national and global experts in the fields of tunneling, large pipeline rehabilitation, pump stations, and wastewater facilities. Few teams can bring this level of national expertise on both design-build and the technical expertise of AECOM.

Local Design-Build and Construction Experience

Our team includes several advisors who have provided design-build services in New York State including setting up initial procurements for design-build for the Javits Center upgrade, helping update the NYS DOT design-build guidance documents, and providing design services as part of the design-build for the LIRR 3rd Track. This experience gives us a unique insight into the implementation of design build projects in NYS. This experience is further enhanced by our team's construction and program management experience on some of the largest tunnel infrastructure projects in downstate New York. This combined experience will help us develop procurement documents that are consistent with previous NYS design-build procurements while minimizing risks associated with the construction of this project.

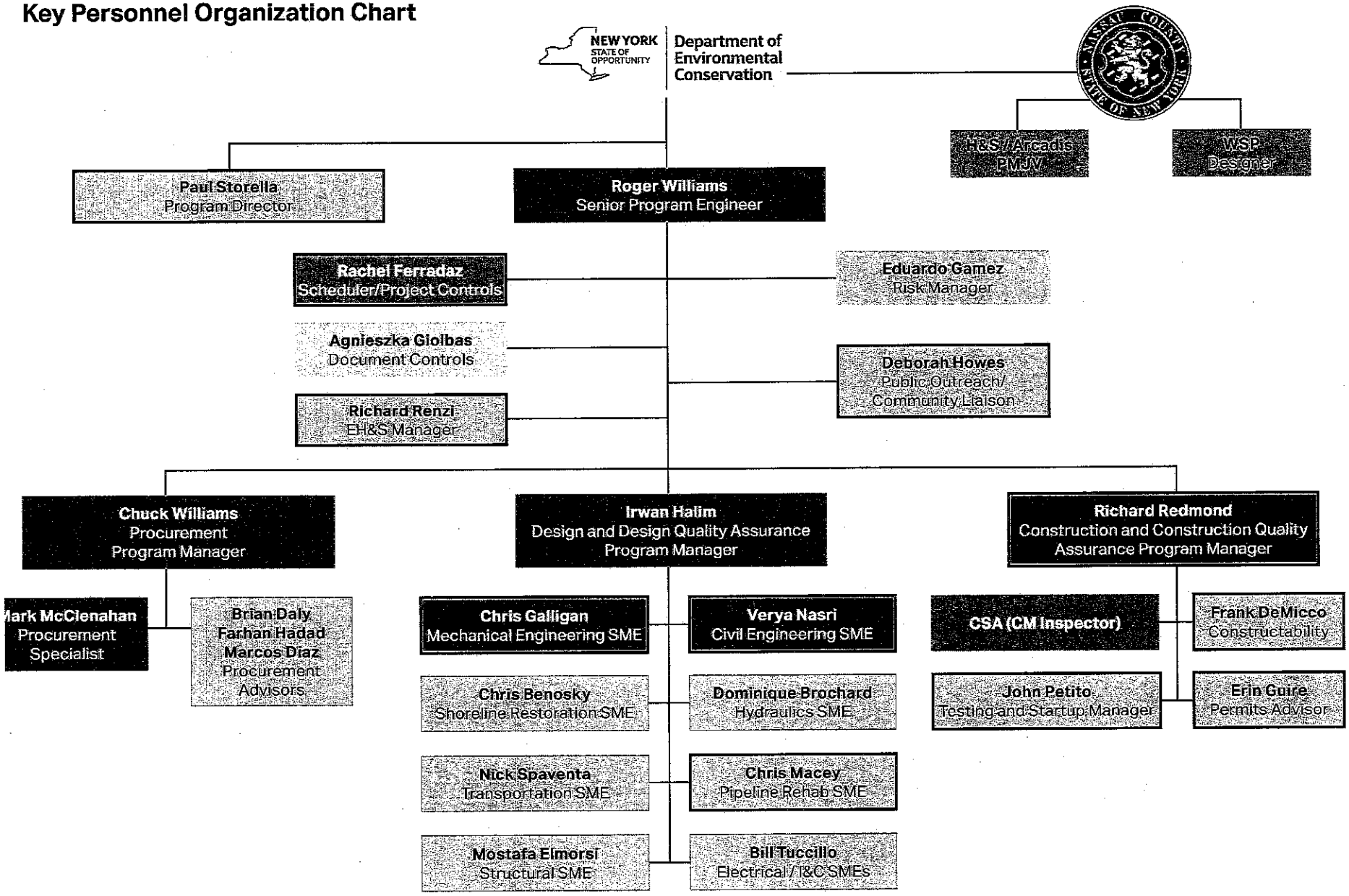
Unique Understandng of the Project

The AECOM team brings local knowledge and understanding of this project and the areas in which we will be working. Our experience working with Nassau County on the Sunrise Highway Aqueduct Investigation and Assessment, Bay Park Sewage Treatment Plant - Effluent Pumping Facility Improvements and Raw Sewage Pumping System Improvements have enabled the AECOM team to talk to Nassau County's staff and get a thorough understanding of their perspective on this project. Having heard the many concerns, ideas, and potential challenges, we can help engage the County and its sub-consultants in a more substantive manner.

Project Organization Chart

On the following page is our organization chart showing the reporting structure and relationships to the eight key positions named in the RFQ. Also shown are key advisors and support staff. In this section are brief profiles of our key team members and their *Key Personnel Resume Forms*, ***Attachment 3.2***, are included in the Appendix. Resumes for all team members are available if needed or upon request.

Key Personnel Organization Chart



RFQ Identified Key Personnel

AECOM | M/WBE Sub

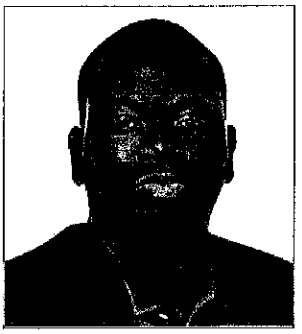
Other Key Personnel

AECOM | M/WBE Sub

Dark Border Indicates BPSTP, CCWPCP, Aqueduct Inspection Experience

*A technical support team of project engineers and discipline leads will be provided under these key personnel as needed and to meet the project needs.

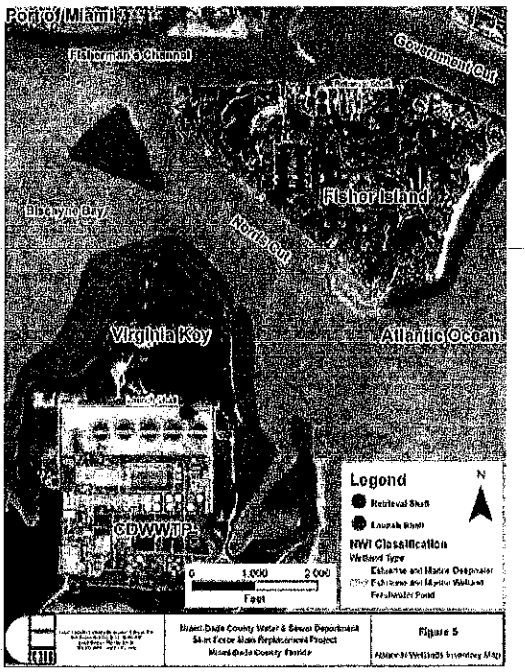
A conversation with Senior Program Engineer **Roger Wiliams**



Over his professional career focused on water and wastewater design and construction of capital projects, **Roger has continually succeeded as an advocate, owner representative and partner with large municipal owners to successfully plan, procure and manage numerous complex conveyance projects involving pump stations, large pipelines, and trenchless installations**. Those projects have presented a wide range of technical challenges such as very limited site access, traversing sensitive environmental habitats and congested urban corridors, complex piping connections in deep excavations and below sea level, and demanding regulatory/stakeholder requirements.

ROGER'S EXPERIENCE PROVIDING PROGRAM MANAGEMENT AND OWNER'S REPRESENTATIVE SERVICES ON DESIGN-BUILD PROJECTS

Over the last 10 years, **Roger has focused on serving as Owner Representative to plan and utilize design-build project delivery that promotes innovation and reduces Project schedule, owner risk, cost growth and disputes.** Rodger has practiced and refined his knowledge and skills in design build to maximize its potential for owner benefits, while maintaining owner confidence that design build will meet the owner objectives and expectations. Some key lessons learned include minimizing owner risk with a thorough project definition that minimizes overall project risk, and carefully defining the technical requirements to retain design risk transfer to the design-builder. **Roger's leadership and commitment to the DB delivery system is integral to his successes as a Project Manager, Design Criteria Engineer of Record, and Owner's Representative** for landmark DB projects including the award winning: $77M Government Cut Utilities Replacement Project; Norris Cut Tunnel Project; 48-inch Miami Avenue Force Main project; and **54-inch Miami Beach Redundant Main which was 2017 Trenchless Project of the Year, representing the longest 54-inch HDPE directional drill ever accomplished in the Southeast United States**.



ON WHAT MAKES THIS PROJECT INTERESTING TO ROGER

I am truly excited about opportunity assist NY State DEC and Nassau County with this major Design-Build Diversion Project undertaking, which promises to improve water quality of the bay and ultimately provide a more resilient community for years to come. ***Specifically, the pump station, microtunneling, directional drill, and large pipe rehabilitation work are closely aligned to similar DB project works in which I've served successfully as Owner's Advocate and Representative.*** *In those previous roles, I've led and guided the project in partnership with the owner from concept through completion to meet schedules, budget requirements and quality expectations. One key element of success is quickly mobilizing the project team, clearly defining roles, responsibilities and objectives, and initiating the control systems to monitor and measure results.* ***The Bay Park project is a great opportunity for NY State and the County to meet both environmental and community needs, and I'd be honored to be selected to support NYS DEC to make it a landmark project that sets a high standard of success.***

SENIOR PROGRAM ENGINEER

Roger has 18 years of planning, design, permitting, construction and program management for design-build projects with experience specializing in water and wastewater utilities. His extensive design-build experience on pipelines installed with a variety methods and tunnels up to 12-foot in diameter in both urban and suburban settings will him allow him to identify and mitigate any risks on this project.

KEY PERSONNEL

Roger Williams, PE



Roger has done design-build and program managment for design-builds as well as analyzed, designed, permitted and managed the construction of small and large diameter pressurized and gravity flow pipelines and tunnels ranging from 6-inches to 12-foot in diameter. His expertise has included numerous installation methods such as the traditional open cut methods and trenchless installations such as horizontal directional drill (HDD), Micro-tunneling (MT) with casings, and Tunnel Boring Machine (TBM) tunnels with precast concrete segmental liners.

Senor Program Manager

Roger Williams, PE

KEY STAFF

PM for Procurement
Chuck Williams, PE

Design/QA PM
Irwan Halim PhD, PE

PM for Construction/QA
Rich Redmond,, PE

Mechanical SME
Chris Galligan, PE

Civil SME
Verya Nasri

Procurement Specialist
Mark McClenahan, CPE

Scheduler
Rachel Ferradaz, PE
Nova Consulting **(M/WBE)**

FIRM AFFILIATION

AECOM
Prime Consultant

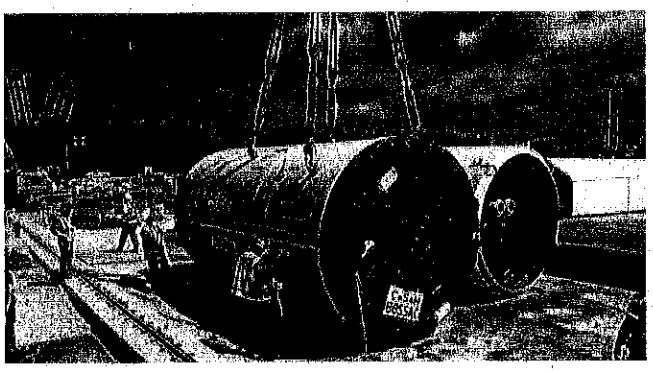
EXCEEDS THE RFQ REQUIREMENTS

- 18+ total years experience
- 7+ years of qualifying design and design QA experience in the last 15 years
- 6 design-build projects
- 2 projects valued $50M+
- Professional Engineer
  Florida [redacted]
  New York license in progress

KEY RESPONSIBILITIES

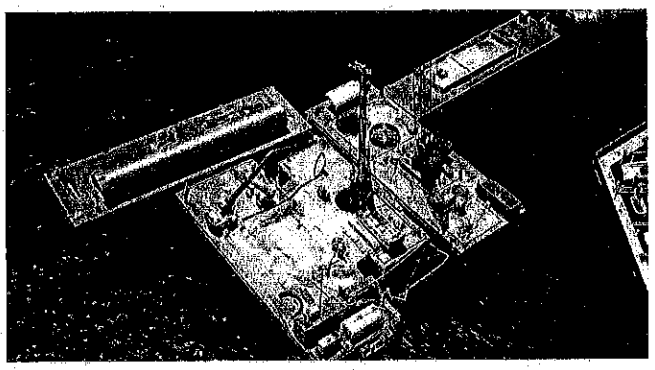
- Roger will lead the team and serve as an advocate for NYS in the planning, procurement and provide oversight of design and construction for the design-build delivery of the Bay Park diversion project

RELEVANT EXPERIENCE



Norris Cut Force Main Tunnel

Design-build criteria professional for the implementation of 5800 ft of 10-foot diameter TBM force main tunnel under the Norris Cut Channel, and 2700 ft. of 60-inch open cut PCCP installation in Virginia Key in Miami.



Government Cut Sewer Force Main

Owner's Rep and design criteria for design-build of 1200 linear feet of 72-inch microtunnel and 1100 linear feet of 60-inch microtunnel with steel casings under the Government Cut and Fisherman Channels.

SENIOR PROGRAM ENGINEER
ROGER WILLIAMS, PE

Highlighted Project Experience

Miami-Dade Water and Sewer Department, Design-Build Criteria Package for the Replacement of the 54-inch Force Main and 20-inch Water Main Crossing the Government Cut and Norris Cut Channels, Miami, Florida. Design criteria engineer of record and technical lead providing engineering and limited construction support services in developing a design-build criteria package for replacement of the 54-inch-diameter force main that extends from Miami Beach to the Central District wastewater treatment plant, and the 20-inch-diameter water main between Port Island and Fisher Island. Project entails development of design criteria, technical requirements, specifications, geotechnical baseline report, engineering drawings, environmental resource permits, and acquiring the land rights to support the replacement of the water and sewer utilities via: 8,200 linear feet of 12-foot-diameter tunnel with segmental liners; 900 linear feet of 60-inch micro-tunnel with steel casing; and 1,200 linear feet of 72-inch micro-tunnel with casing, all installed 80 feet below grade.

Collier County Master Pump Station 306, Collier, FL: Task Manager and EOR for the design of 185 linear feet of 42-inch Microtunnel with steel casing containing a 24-inch PVC a carrier main under US-41, and in the vicinity of Entrance Street. Elements included: trenchless design; 20 ft. deep shafts; instrumentation and monitoring plan; and ancillary venting systems for O&M.

City of Miami Beach, Design-Build Criteria and Construction Management Services, Installation of 54-inch Redundant Force Main on Washington and Euclid Streets, Miami Beach, FL: Project manager/construction manager for the development of design criteria, technical specifications, 30% design drawings and overall construction management for the installation of 4600 linear feet of 54-inch Redundant Force main by micro-tunneling (pipe jacking) using a minimum of three shafts, and 700 linear feet of 54-inch open cut installation. The projects was subsequently value engineered to a 3300 linear foot 54-inch outside diameter HDD which is a record drilling effort in the SE United States.

Miami-Dade Water and Sewer Department, Miami Avenue 48-inch FM Design-Build, Miami, FL: Design-build engineering manager for the 13,000 linear of 48-inch PCECP Force main, 5,000 linear feet of 12-inch Water main improvements, 1000 linear feet of 24-inch drainage, and 72-inch Jack and bore crossing along Miami Avenue, NW 2nd Avenue, and NW 1st Avenue.

Miami-Dade Water and Sewer Department, 48-inch Downtown Water Main Loop Design-Build, Miami, FL: Task Manager and technical lead for the detailed design, and development of design criteria for three Micro-tunnel crossings consisting of a 72-inch steel casing and 48-inch DI carrier pipeline along NW 1st Avenue and 7th street, NW 1st Avenue and NW 12th Street, and Biscayne Blvd and NE 5th Street. Lead the efforts including alignment studies, staging plans, establishing contract work areas, and development of the Geotechnical Baseline Report.

Miami-Dade Water and Sewer Department, 72-inch PCCP Redundant Main at Preston WTP, Miami, FL: Project Manager for the design and construction of 1200 linear feet of 72-inch PCECP main along West 2nd Avenue, between 11th and 13th Streets, and the associated water, sewer, and drainage relocations. The project entailed four complex interconnections to an existing active Interpace-era pipe with provisions for mitigating risks and contingency plans.

South Florida Water Management District, Everglades Agricultural Area Conveyance and Regional Treatment (ECART) Geotechnical Services, West Palm Beach, Florida. Design engineer providing geotechnical evaluation and analytical services to support the assessment of various alternatives for new canals, associated levees, control structures, and pump stations for the agricultural treatment area. Involved in the development of the geotechnical testing scope of work; review and analysis of geotechnical surveys; development of boring logs and lithological profiles using gINT; and soil stability analysis.

South Florida Water Management District, Kissimmee Basin Modeling and Operations Study, Florida. Participated in the assessment and planning effort to evaluate how hydrologic operating criteria for existing water control structures can be modified to achieve a satisfactory balance among competing water objectives. Involved in the development and evaluation of target time series, analysis of river performance parameters/measures, development of screening and ranking tools to assess the cost and benefit of implementing new structures, and conceptual design of hydraulic structures/features which included culverts, gated structures, weirs, spillways, plugs, and artificial wetlands.

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PROGRAM MANAGER FOR PROCUREMENT

"Procurement support will be critical throughout this program. I'm interested in learning more about NYS DEC's objectives and collaborating to develop procurement documents and procedures that achieve these goals. Working together, we can develop an approach that will make certain that the project has a good path forward on construction."

KEY PERSONNEL

Chuck Williams, PE, DBIA, PMP



Chuck is a nationally recognized authority on alternative delivery methods and procurement for capital projects, specifically Design-Build, CMAR and P3 arrangements. Chuck specializes in Owner Project Delivery Services for planning, procurement and project execution of alternative project delivery methods. He has over 30 years of experience in water and wastewater facilities including conveyance and collection systems. Chuck serves on DBIA's National Water Committee and represents AECOM on the Water Design-Build Council.

PM for Procurement

Chuck Williams, PE, DBIA, PMP

PROCUREMENT STAFF

Procurement Specialist
Mark McClenahan, CPE

Procrement Advisors
Brian Daly

Farhan Hadad

Marcos Diaz

FIRM AFFILIATION

AECOM
Prime Consultant

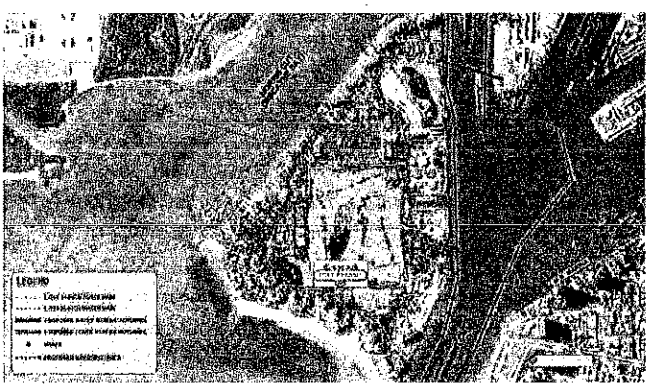
EXCEEDS THE RFQ REQUIREMENTS

- 30+ total years experience
- 8+ years of qualifying procurement experience in the last 15 years
- 25 design-build projects
- Multiple projects $50M+ totally approximately $2 billion in construction
- Professional Engineer [redacted]

KEY RESPONSIBILITIES

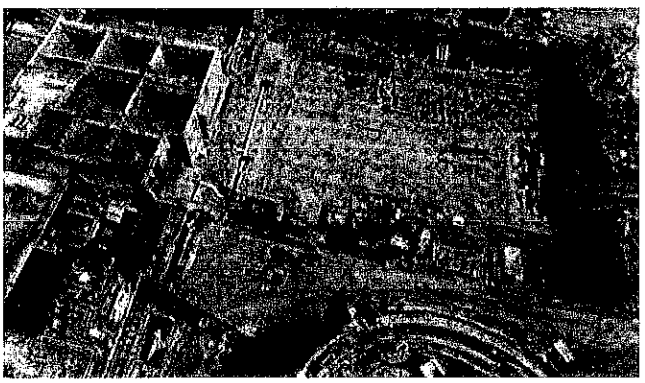
- Chuck will lead the development of procurement requirements and processes for procurement, as well as contracting documents and contract administration requirements for the design-build contract

RELEVANT EXPERIENCE



Government Cut Sewer Force Main

Led DB procurement and contract documents development, including planning workshops, and the RFQ, RFP and DB contract.



DC Water Tunneling Dewatering Pump Station

Led DB procurement of a CSO project, 250 mgd expandable to 500 mgd, consisting of a 135-foot deep tunnel dewatering pump station and enhanced clarification facility.

PROGRAM MANAGER FOR PROCUREMENT

CHUCK WILLIAMS, PE, DBIA, PMP

Highlighted Project Experience

Miami-Dade Water & Sewer Dept., Government Cut, Fisherman's Channel, and Norris Cut Channels in Biscayne Bay, FL. Led DB procurement and contract documents development, including planning workshops, and the RFQ, RFP and DB Contract for three separate projects consisting of utility tunnels and collection sewers to the WWTP under Government Cut, Fisherman's Channel, and Norris Cut Channels in Biscayne Bay.

DC Water & Sewer, Combined Sewer Overflow, Washington DC. Led DB procurement of a CSO project, 250 mgd expandable to 500 mgd, consisting of a 135-foot deep tunnel dewatering pump station and enhanced clarification facility to collect, treat, and discharge treated storm water into the Potomac River. $220M.

Los Angeles Dept. of Water & Power, Water Supply Reservoir Replacements, CA. Led CM/GC procurement for Water Supply Reservoir Replacements project, including two reservoir replacements, 110 MG, concrete tanks below grade, treatment facility, pipelines, pump station, environmental restorations, hydro power facility, and at-grade recreation enhancement; $230M. Developed RFQ, RFP documents, and assisted Legal in CM/GC contract development. Developed the Risk Management Plan that identified, evaluated and provided strategies for avoiding, transferring or managing to mitigate individual risks. Supported LADWP to manage the RFQ and RFP processes, trained and supported the LAPWD Evaluation Committee in proposal reviews, interviews and final GM/GC selection.

San Jacinto River Authority (SJRA), CM/GC Procurement of a Surface Water Facilities Project, TX. Assisted the SJRA in CM/GC procurement of a Surface Water Facilities Project; 120 mgd raw water intake and pumping station; 30 mgd water treatment plant; high service pumping station; treated water storage and ancillary facilities.

City of Phoenix Water Dept., 91st Ave. Wastewater Plant Upgrade/ Expansion, AZ. CM/GC Project Director to execute the 91st Ave. Wastewater Plant Upgrade/ Expansion project that added process lines and increased flow from 165 mgd. to 205 mgd. Three sequential GMP work packages included site improvements, facilities construction, and equipment purchases. $110M.

Salt Lake City New Water Reclamation Project (NewWRF), Salt Lake City Dept. of Public Utilities. CM @ Risk delivery of a new 56mgd Water Reclamation Facility Project includes the following main facilities: biosolids dewatering facility, chemical feed facility, thermal drying facility, administration / operations building, influent pump station, screenings and grit facility, primary and secondary Clarifiers, Biological Nutrient Removal (BNR) Reactors, Post-aerobic digestion (PAD) process, disinfection thermal alkaline hydrolysis, odor control, combined heat & power (CHP) improvements, including new generators, electrical primary power substations, new standby generators and new electrical power distribution equipment and duct bank. Led procurement planning and development of RFQ and RFP documents, and development of the 2-part CM@ Risk Contract. Planned and conducted Owner workshops to review documents and address risk and commercial issues. Developed evaluation and review procedures for

84-inch Interceptor Project, City of San Jose, CA. Led Design-Build procurement planning, risk management and RFQ and RFP documents, and Design Build Contract in coordination with Owner and City legal. Conducted workshops, reviews and presentations. Assisted and provided orientation of Selection Committee for evaluation of proposals and Design Builder selection. Led Design-Build procurement planning, risk management and RFQ and RFP documents, and Design Build Contract in coordination with Owner and City legal. Conducted workshops, reviews and presentations. Assisted and provided orientation of Selection Committee for evaluation of proposals and Design Builder selection.

Miami Avenue 48-inch Sanitary Sewerage Force Main and Utility Upgrades, Miami Dade Water & Sewer. Design-Build for construction of 15,000 linear feet of 48-inch sanitary sewerage FM; 7000 linear feet of 12-inch water main; and 2,000 linear feet of drainage improvements in urbanized Miami Beach. Numerous trenchless crossings utilized to avoid traffic issues. Project involved extensive permitting with USCOE, FDOT, FEC, City of Miami Beach, and Miami Dade County, and elaborate maintenance of traffic plans. Public outreach and meetings were extensive. Reviewed and commented on procurement process and schedule, procurement RFQ and RFP documents and Design Build contract. Coordinated with Project team to modify documents and present to Owner. Revlewed design and construction issues that occurred during implementation for contractual basis and resolution.

PROGRAM MANAGER FOR DESIGN AND DESIGN QUALITY ASSURANCE

Irwan brings extensive experience in design and construction of mined and cut-and-cover tunnels and structures in both soft ground and hard rock; TBM-driven, drill-and-blast, and NATM/SEM excavationsnels including major SEM and large TBM-driven tunnels up to 43 feet in diameter, and major transit and wastewater tunnels.

KEY PERSONNEL

Irwan Halim, Phd, PE



Dr. Halim has extensive experience in geotechnical and underground projects in the US and abroad. He has provided engineering and design services for major water/wastewater and transit agencies as well as other research and commercial institutions throughout the United States and Canada, and is a nationally-recognized specialist in his field.

PM for Design

Irwan Halim, PhD, PE

DESIGN PM STAFF

Mechanical SME
Chris Galligan, PE

Civil SME
Verya Nasri, PE

Additional SMEs Available As-Needed

Shoreline Restoration
Transportation
Structural
Hydraulics
Pipeline Rehabilitation
Electrical/I&C

FIRM AFFILIATION

AECOM
Prime Consultant

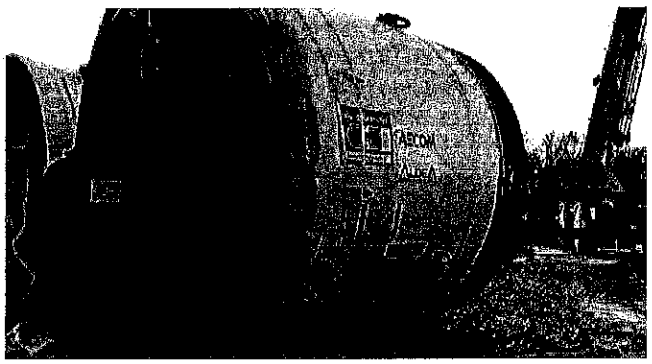
EXCEEDS THE RFQ REQUIREMENTS

- 29 total years of experience
- 11.5 years of qualifying design and design QA experience in the last 15 years
- 4 design-build projects
- 6 projects valued $50M+
- Professional Engineer New York [redacted]

KEY RESPONSIBILITIES

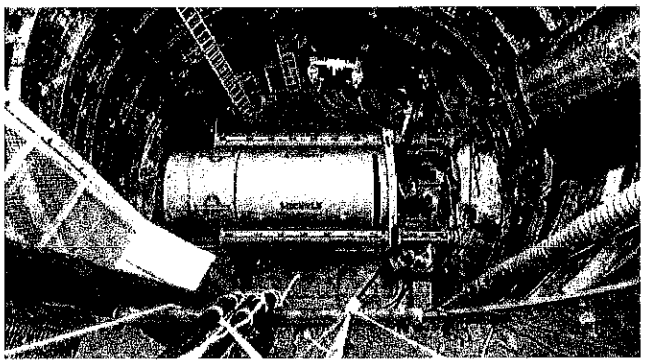
- Dr. Halim will provide design quality review and design quality assurance

RELEVANT EXPERIENCE



Blacklick Creek Sanitary Interceptor Sewer

Led design and design quality assurance for construction of approximately 23,000 LF of 10-foot finished diameter tunnel in mixed soft ground and rock by EPBM, lined with precast concrete segmental lining.



Lockbourne Intermodal Subtrunk Sewer

Design Manager for preliminary and final design engineering, provided engineering services during construction for 10,000 LF of 78-inch finished diameter sewer and another 7,000 LF of 60-inch finished diameter sewer placed in open cut.

PROGRAM MANAGER FOR DESIGN AND DESIGN QUALITY ASSURANCE

IRWAN HALIM, PHD, PE

Highlighted Project Experience

Columbus Division of Sewerage & Drainage, Blacklick Creek Sanitary Interceptor Sewer, Part 6C CIP No. 650, Columbus, Ohio. Tunnel engineer and design manager for management and supervision of design, which includes GDR, GBR, drawings, and specifiations. Conducted GBR workshops with the city of Columbus on risk management and allocation through baselining of ground conditions, which was subsequently adopted as a standard procedure for future projects.structures, and conceptual design of hydraulic structures/features which included culverts, gated structures, weirs, spillways, plugs, and artificial wetlands.

Columbus Division of Sewerage & Drainage, Big Walnut Augmentation / Rickenbacker Sanitary Interceptor - Lockbourne Intermo, Columbus, Ohio. Tunnel engineering and design manager responsible for managing and supervising the preparation of contract documents including GDR, GBR, drawings, and specifications.

Northeast Ohio Regional Sewer District Dugway South Relief and Consolidation Sewer, Cleveland, OH: 2015-2018, Tunnel Designer. Performed preliminary and final design engineering for 2,730 LF of 90" finished diameter TBM/hand-mined mainline tunnel in a mixed ground of glacial soil and shale bedrock, and 2,640 LF of 42" finished diameter relief sewer microtunneling in shale rock. An option for TBM tunneling was also provided for the microtunneling portion of the job with a grouted in pipe to serve as the final lining. Several short connection tunnels were hand-mined in both soft ground and rock. The new sewer connects to the previously completed Dugway West Interceptor Relief Sewer, or during wet weather events discharges its flow into the Dugway Storage Tunnel.

I-75 Modernization – Segment 3, Oakland County, Detroit, MI: 2018-Present, Tunnel Lead. The Segment 3 Project includes a large storage and drainage tunnel approximately 4 miles in length with an approximate inside diameter of 14.5 feet and a new pump station at the George W. Kuhn Retention Treatment Facility (GWK RTF). Performed preliminary tender and final design engineering for the tunnel segmental liner with steel fiber reinforcement. The tunnel is to be constructed in normally consolidated clay soils using non-pressurized face TBM.

South Airfield Detention Consolidation (SADC), Chicago O'Hare, IL: 2018-Present, Tunnel Lead. Performed preliminary design engineering and prepared contract technical requirements for approximately 6,300-foot long and 16-foot finished diameter tunnel to convey storm water from the Central Drainage Basin to be abandoned for future airport expansion, and into the newly expanded South Drainage Basin. The tunnel will have a limited ground cover of between 21 to 40 feet beneath active runways and taxiways with stringent settlement limits, and will cross beneath a depressed cargo roadway and tunnel to be maintained at all times during construction.

Big Walnut Sanitary Trunk Extension Phase 2, City of Columbus, OH: 2016-Present, Tunnel/Shaft Lead. Performed preliminary and final design engineering for approximately 10,210 LF of new 72-inch finished diameter sewer tunnel that connects to the previously built sewer under an earlier phase project. The tunnel will be built mainly in shale rock formations using a two-pass method with an open face main beam TBM. Ground improvement by jet-grouting may be required in areas where the tunnel crosses deep bedrock valleys. The project scope includes tunnel alignment review, subsurface geotechnical and hydrogeological investigations, and preparation of construction contract documents.

Northeast Ohio Regional Sewer District CSO 49/50R, Cleveland, OH: 2012-2013, Tunnel/Shaft Designer. Performed preliminary and final design engineering for approximately 600 LF of 60" finished diameter mined tunnel and 100-foot deep 14-foot finished diameter baffle drop structure in highly weathered shale bedrock. The tunneling was required to navigate a 75-foot change in ground surface elevation crossing through a zoo property and an active roadway. The project was part of installing approximately 2,500 LF new sewer outfalls to replace an existing failed system.

PROGRAM MANAGER FOR CONSTRUCTION AND CONSTRUCTION QUALITY ASSURANCE

With local experience in Nassau County, Rich understands not just the technical issues of the project, but also the community that it will ultimately serve. His knowledge of hands-on tunnel construction, having been a NYC contractor, will be advantageous in providing quality assurance for all construction activities.

KEY PERSONNEL

Richard Redmond, PE



In his 30+-year career in the heavy construction industry, Rich has served as part of a major contractor, as an independent contractor and as a consultant and owner's representative on projects ranging in value from $15 million to $8 billion. This experience has given him great insight into underground construction, including projects such as construction of Water Tunnel #3, Stage 2 – Brooklyn Tunnel, Second Avenue Subway, ConEdison's 1st Avenue Steam and the #7 Subway Line Extension. He will apply the important lessons learned to your project.

PM for Construction

Richard Redmond, PE,

CONSTRUCTION PM STAFF

Constructability
Frank DeMicco, PE

Testing and Start-up
John Petito

Permitting Advisor
Erin Guire

CM Inspectors
CSA - M/WBE Sub

FIRM AFFILIATION

AECOM
Prime Consultant

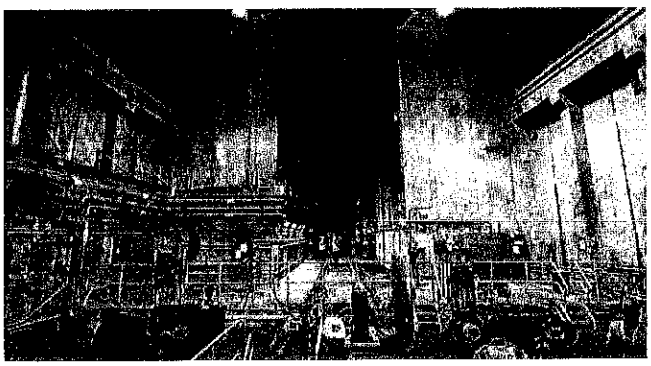
EXCEEDS THE RFQ REQUIREMENTS

- 7+ years of qualifying construction and construction QA experience in the last 15 years
- 7 design-build projects
- 5 projects valued $50M+
- Professional Engineer New York #[redacted]

KEY RESPONSIBILITIES

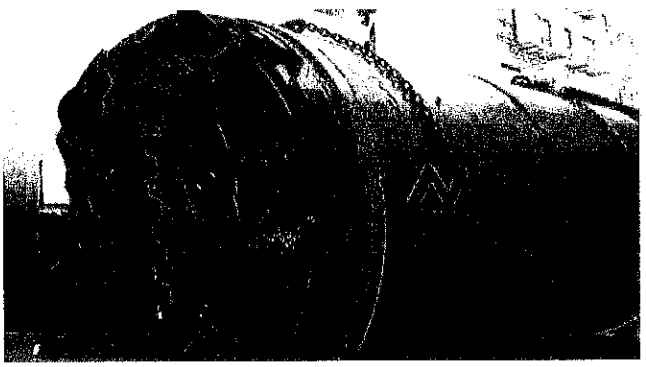
- Rich will lead construction oversight and quality assurance and inspection

RELEVANT EXPERIENCE



New York Water Tunnel #3

Responsible for the hands-on construction, having served as a contractor's superintendent, constructibility engineer, cost estimator and project engineer.



East River Repowering Microtunneling

Construction Manager, quality review/oversight on this DBB project onsisting of 2,100 feet of 60-inch soft ground slurry machine microtunnel, precast pipe lining, and six shafts 30 feet deep.

PROGRAM MANAGER FOR CONSTRUCTION AND CONSTRUCTION QUALITY ASSURANCE

RICHARD REDMOND, PE

Highlighted Project Experience

WT#3 Queens/Brooklyn Tunnel- Shaft 17B & 18B, NYCDEP, Queens & Brooklyn, NY. Mr. Redmond served as the Project Director/Design Manager for the $500M construction project. This project consisted of 2 Shafts, each of 40 ft diameter , 150 VF in Soft ground Using Ground Freeze, Drill Blast 550 VF in Rock, Connecting Adit to WaterTunnel #3, Outfit 7 Shafts with Mechanical, Electrical, Inspection and Repairs Contract of Existing Queens and Brooklyn Tunnels.

ConEdison East River Repowering Micro Tunnel, Consolidated Edison of New York, New York, NY. Served as Construction Manager on the $8-million design-bid-build project that consisted of 2,100 feet of 60-inch soft ground slurry machine micro tunnel, precast pipe lining, and six shafts 30 feet deep.

LIRR 3rd Track Design Build Procurement, 9.8 miles track/structures, LIRR, Long Island, NY. Served as Deputy Program Manager for this $1.35B construction of 9.8 miles of a new 3rd track from Floral Park to Hicksville. Including; 7 new undergrade road crossings, structures, retaining walls, pile foundations and station modifications.

07.08 Roadheader Tunnel Project, NsTec, Las Vegas, NV. Mr. Redmond served as the Cost Estimator for design services and construction services during this $42M construction project. The scope consisted of roadheader mining in $3,000psi volcanic tuff - 24x24ft horseshoe tunnels with a 51ft high alcove cavern.

Central Subway Tunnel Project, SFMTA, San Fransisco, CA. As the Program Manager for Project Construction, Mr. Redmond oversaw the $1.5M- Phase 2 portion of this Central Subway Project. This 1.7-mile light rail line extension will extend T Line rail service from the Bayview and Mission Bay to the downtown and Chinatown, approx. 1.7 Miles Twin EPBM tunnel, Slurrywall Construction, Tangent Piles, Top Down Station Construction , SEM / NATM Cavern Mining Chinatown Station.

South Hartford Conveyance Tunnel, MWD, Hartford, CT. Mr. Redmond served as Lead Tunnel Estimator for this $330M project which involved; cost estimating, constructability review, and scheduling for TBM Tunnel. This project was 21,400 LF of double shield precast segment TBM, 21ft inside diameter.

LA Regional Connector Project, LA Metro, Los Angles, CA. Mr. Redmond served as the Lead Estimator, providing cost estimating, constructibility review, and schedule analysis for the project that includes advanced conceptual engineering for a $1.2-billion underground transit link that will connect the Metro Gold, Blue, and Expo light rail lines in downtown Los Angeles. When completed, the 3-station, 1.9-mile tunnel alignment will create a 50-mile north-south LRT line from Claremont to Long Beach, and a 25-mile east-west line from East Los Angeles to Santa Monica.

MTACC – 2nd Ave Subway – 72nd St Station Cavern, Construction Manager – (3/10-8/11)**

$450 Million Station Drill & Blast Excavation/Concrete for 72nd St Station, Construction Manager**

MTACC – 7 Subway Extension, Construction Manager –(2/08 – 3/10)**

$1.1 Billion Station Excavation / Concrete / 12,000 LF of Segmental lined TBM bore tunnel, Construction Manager.**

***performed under Redmond Construction Engineering PLLC.*

MECHANICAL ENGINEERING SUBJECT MATTER EXPERT

With 38 years of experience, Chris specializes in mechanical process, plumbing systems, and HVAC for the design of wastewater/ water treatment plants. Chris has been involved in more than 35 conventional and numerous design-build projects.

KEY PERSONNEL

Chris Galligan, PE



Mr Galligan is AECOM's lead mechanical engineer. He has extensive experience in mechanical process, HVAC, and plumbing systems. He has extensive experience with design-build water, wastewater, and groundwater treatment projects. His responsibilities include managing/supervising construction, developing plans and specifications, selecting equipment, reviewing shop drawings, and quality assurance. Recent design-build projects include the $63M Lawton Valley and Station No. 1 WTPs in Newport, RI and the $107M Water Reclamation Facility and WTP in Davie, FL.

Mechanical Engineering Subject Matter Expert

Chris Galligan, PE

MECHANICAL STAFF

Additional SMEs As Needed

FIRM AFFILIATION

AECOM
Prime Consultant

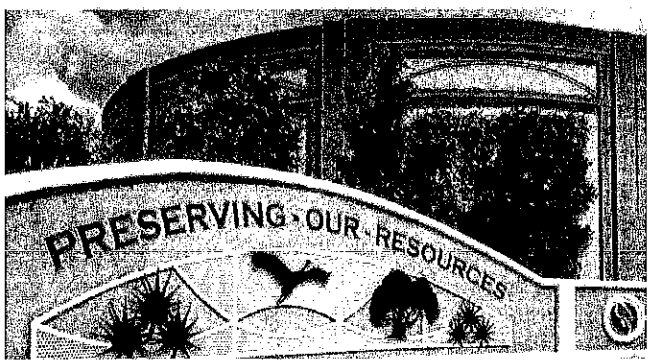
EXCEEDS THE RFQ REQUIREMENTS

- 10+ years of qualifying design and design QA experience in the last 15 years
- 6+ design-build projects
- 6+ projects valued $50M+
- Professional Engineer [redacted] also licensed in GA, HI, NH, OH, RI; NY license in process

KEY RESPONSIBILITIES

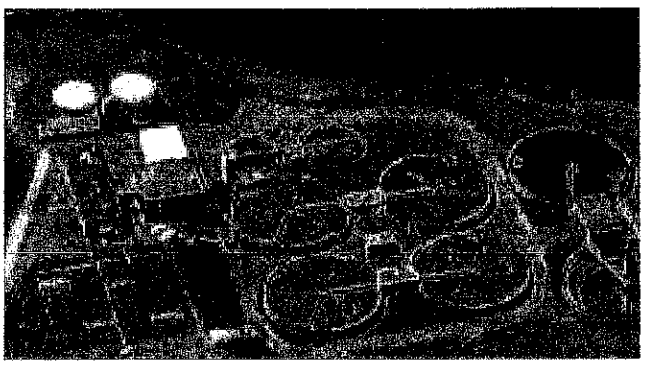
- Chris will apply his expertise in mechanical engineering to advise NYS DEC on project risks associated with various design concepts

RELEVANT EXPERIENCE



Davie, Florida Design-Build Reclamation Plant and WTP

Lead mechanical process engineer for a new 3.5-mgd average, 7.2-mgd reclamation facility. The plant consisted of influent screens, grit collection, membrane filtration, aerobic digestion, sludge dewatering, odor control, and UV disinfections.



East Providence WW Treatment and Collection

Lead mechanical process engineer for the upgrade of the city's 10.4-mgd average and 21.2-mdg peak flow wastewater collection and treatment facility including 10 mgd pump station.

MECHANICAL ENGINEERING SUBJECT MATTER EXPERT

CHRIS GALLIGAN, PE

Highlighted Project Experience

Town of Davie, Water Treatment Plant and Water Reclamation Facility Progressive Design-Build, Lead Mechanical Process Engineer, Davie, Florida. AECOM provided a progressive design-build approach for the services at Davie. At the heart of the project are a new 6 mgd water treatment plant (expandable to 12 mgd) and a 3.5 mgd expandable to 7mgd water reclamation plant. Because of a moratorium on use of the Biscayne surface aquifer, the water treatment facility takes brackish water from the Floridan aquifer and treat it using reverse osmosis (RO) technology. MBR technology was chosen for the water reclamation facility, thus allowing it to have a smaller footprint, and to be sited near users in the immediate vicinity and provide a treatment technology. This project was recognized as the 2014 project of the year by the Florida Region of DBIA.

City of East Providence, Wastewater Collection and Treatment Facility, Rhode Island. Mechanical process engineer for the upgrade of the city's 10.4-mgd average and 21.2-mdg peak flow wastewater collection and treatment facility. Treatment plant upgrades included new screens, new odor control and grit tank modifications, new biological treatment process, sludge pumping, new sludge dewatering system, new collection system 10-mgd pump station, and collection system repairs.

Fulton County, Big Creek Water Reclamation Plant Improvements Design-Build, Fulton County, Georgia. Mechanical engineer for the upgrade of the odor control system at the 24-mgd facility. Provided plans and specifications for the facility upgrade including new odor scrubbers, fans, chemical tanks, and ductwork.

City of Taunton, Wastewater Treatment Upgrade Design-Build, Taunton, Massachusetts. Managed the process design of the upgrade and modifications at the 9-mgd wastewater treatment plant, 22-mgd main pump station, and remote pump stations, involving a new screening facility, aeration tanks and blowers, sludge dewatering using centrifuges with progressive cavity feed pumps, and odor control systems.

General Electric, Wastewater Treatment Design-Build, Lynn, Massachusetts. Engineering manager for the design and construction of a waste oil recycling facility to process 600,000 gallons of wastewater and coolants yearly. Developed plans and specifications for plant design and supervised construction and start-up.

General Electric, Industrial Wastewater Treatment Plant Design-Build, Hooksett, New Hampshire. Project manager for the design-build of a 15-gpm industrial wastewater treatment plant, including neutralization, metal precipitation, and sludge-handling facilities.

Upton Department of Public Works, Wastewater Treatment Facility Planning, Design, and Construction, Upton, Massachusetts. Mechanical engineer for the upgrade of the 0.3-mgd wastewater treatment plant, providing plans and specifications for the grit collection, aeration, sludge thickening, clarification, filtration systems, and sludge storage, thickening, and pumping facilities.

Massachusetts Water Resources Authority, Deer Island Ancillary Modifications, Boston, Massachusetts. Participated in the design of ancillary modifications for the upgraded 350-mgd Deer Island wastewater treatment plant. Developed conceptual design reports and plans for the expansion of the Winthrop Terminal, odor control revisions at the primary screen room and distribution box, and HVAC improvements at the North Main pump station.

Massachusetts Water Resources Authority, Deer Island Lead Design Engineering, Boston, Massachusetts. Participated in design of the 350-mgd wastewater treatment plant on Deer Island for the MWRA's Boston Harbor cleanup project. Developed plans and specifications, reviewed shop drawings, and provided technical support during construction. Assisted in the design of the treatment system, which included facilities for grit removal, odor control, channel aeration, and pure oxygen, along with four batteries of covered stacked primary clarifiers, stacked secondary clarifiers, and oxygen reactors. Contributed to the design of the 400-mgd South System pump station, plantwide utilities, and secondary treatment systems.

CIVIL ENGINEERING SUBJECT MATTER EXPERT

Verya is a national expert in analysis and design of microtunnels and underground construction including working in soft-earth environments and in the presence of groundwater.

KEY PERSONNEL

Verya Nasri, PhD, PE



Verya brings more than 30 years of proven tunnel engineering experience, including extensive geotechnical and structural analysis as well as design and construction support for major underground projects. He is experienced in the analysis and design of cut-and-cover, NATM, and TBM-driven tunnels under a variety of ground conditions.

Civil Engineering Subject Matter Expert

Verya Nasri, PhD, PE

CIVIL STAFF

Additional SMEs As Needed

FIRM AFFILIATION

AECOM
Prime Consultant

EXCEEDS THE RFQ REQUIREMENTS

- 12+y ears of qualifying construction and construction QA experience in the last 15 years
- 10+ design-build projects
- 10+ projects valued $50M+
- Professional Engineer New Yo[redacted]

KEY RESPONSIBILITIES

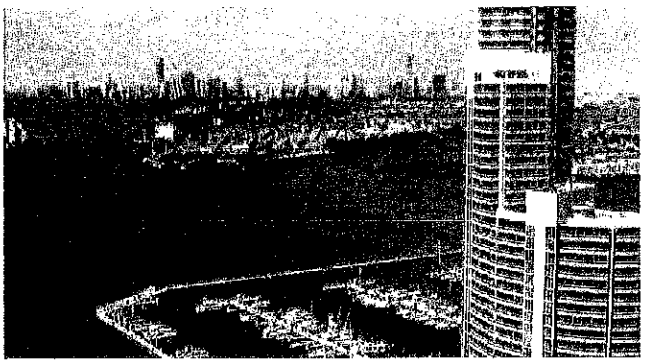
- Verya will provide expertise in civil engineering nd underground construction to advise NYS DEC on project risks associated with various design concepts

RELEVANT EXPERIENCE



Homestead Ave Interceptor Extension

Chief Tunnel Engineer for 3100 ft of a 72-inch internal diameter reinforced concrete gravity sewer pipeline bored by a pressurized face slurry machine microtunneling.



Government Cut Force Main Replacement

Lead Tunnel Engineer preparing preliminary design for bridging documents that were part of the design-build package for an existing force-main.

CIVIL ENGINEERING SUBJECT MATTER EXPERT

VERYA NASRI, PHD, PE

Highlighted Project Experience

Homestead Avenue Interceptor Extension, Hartford Metropolitan District Commission, Hartford, CT. Chief Tunnel Engineer for final design of approximately 3100 ft of a 72 in internal diameter reinforced concrete gravity sewer pipeline bored by a pressurized face slurry machine microtunneling TBM with an adjustable compressed air cushion in saturated soft varved silt and clay of downtown Hartford, CT. The project was built in five drives including one with a horizontal curve, the first in North America. There were also challenges with low ground cover, crossing major transportation routes, and limiting settlement within a highly urbanized downtown environment.

Government Cut Force Main Replacement, Water & Sewer of Miami Dade County, Miami, FL. Lead tunnel Engineer for preliminary design of an existing force-main currently in conflict with the dredging of a federal navigation channel, known as Government Cut, to deepen a major shipping channel and allow navigation of new Post-Panamax vessels that will be operating in the year 2014 upon completing the expansion of the Panama Canal.

Kensico-City Tunnel, New York City Department of Environmental Protection, New York, NY. Chief Tunnel Engineer for planning of a 16 mile long, 600 ft deep and 30 ft diameter water supply tunnel bored by hard rock TBM.

Water Treatment Plant No# 4, City of Austin, TX. Tunnel Specialist for peer review, value engineering and risk analysis of the raw water facilities including: an intake in Lake Travis, consisting of one deep water lake tap connected to an 8-foot diameter steel intake pipe, with inlet screens and isolation valves provided at three elevations; a 4,300 ft, 11 ft diameter raw water tunnel in limestone to convey raw water by gravity from the intake to a 30 ft diameter pump station shaft and suction cavity; A raw water pump station equipped with vertical turbine pumps.

Second Avenue Subway, Metropolitan Transit Authority, New York, NY. Chief Tunnel Engineer for the final design and construction support of 2.4 miles 22 ft diameter TBM tunnels, two large and shallow station caverns, crossover caverns, and ventilation shafts and tunnels in hard rock of downtown Manhattan.

South Hartford Conveyance and Storage Tunnel, Hartford, CT. Chief Tunnel Engineer for the final design of 4.1 miles, 25 ft diameter TBM tunnel conveyance and storage tunnel maximum 320 ft below ground surface in shale and basalt providing a minimum storage volume of 62 million gallons of untreated excess wet weather overflow. The project also includes a pump station located within a 70 ft wide and 80 ft high deep mined rock cavern.

Indianapolis Deep Rock Conveyance and Storage Tunnel, Indianapolis, IN. Chief Tunnel Engineer for the final design of 9.8 miles, 20 ft diameter TBM tunnel conveyance and storage tunnel 230 ft below ground surface in limestone providing a minimum storage volume of 54 million gallons of untreated excess wet weather overflow. The project also includes a pump station located within a 70 ft wide and 80 ft high deep mined rock cavern.

Los Angeles County Metropolitan Transportation Authority, Crenshaw Subway, Los Angeles, California. Lead tunnel engineer for tender design of 1.0-mile 22-foot excavated diameter TBM tunnels, and two cut and cover stations in saturated soft ground of downtown. [$1.5 billion]

California High-Speed Rail Authority, San Francisco to San Jose High Speed Train, California. Lead tunnel engineer for the feasibility study and conceptual design of 3.3 miles of 51-foot excavation diameter double track soft ground rail tunnel lined with segmental liner, cross passages, audits, and ventilation shafts through a high seismicity zone and under high groundwater pressure.

PROCUREMENT SPECIALIST

Mark is Is a seasoned procurement manager and certified professional estimator with significant experience with design-build and alternative delivery. He background has a strong emphasis on wastewater collection and water distribution projects..

KEY PERSONNEL

Mark McClenahan, CPE



Mark is a senior procurement and estimating manager with over 35 years of experience in precon-struction services, design-build, procurement, cost estimating, planning, risk management, scheduling, commercial/change management, and construction project management. He has provided procurement services and estimated and/or managed global water/wastewater, alterna-tive energy, manufacturing,and advanced technology projects, up to $5.5 billion in value.

Procurement Specialist

Mark McClenahan, CPE

PROCUREMENT STAFF

Procurement Advisors As Needed

Brian Daly

Farhan Hadad

Marcos Diaz

FIRM AFFILIATION

AECOM
Prime Consultant

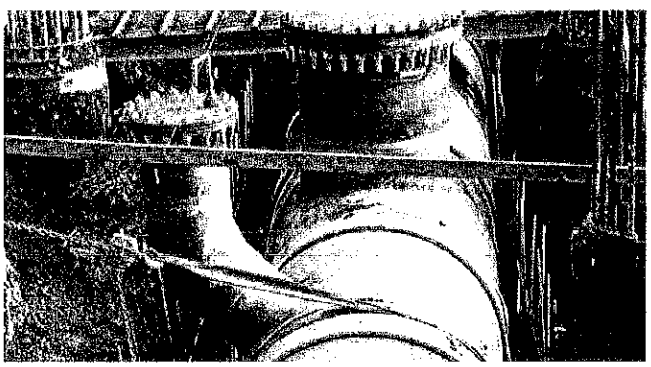
EXCEEDS THE RFQ REQUIREMENTS

- 6 years of qualifying procurement experience in the last 15 years
- Experienced in New York State procurements
- 10 design-build projects

KEY RESPONSIBILITIES

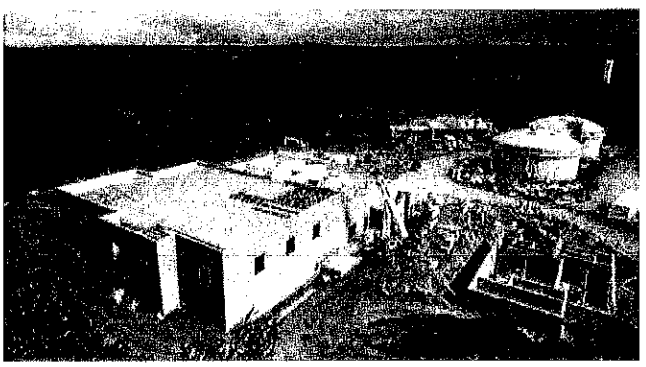
- Mark will apply his expertise in to assist in the procurement process including design-build procurement and contract documents

RELEVANT EXPERIENCE



McLoughlin Point WWTP Design-Build

Led the procurement and estimating on this de-sign-build project that included elements similar to the Bay Park Diversion - underground construction, an outfall and microtunneling Also provided con-structability reviews and value engineering.



Rockville WTP Upgrade Design-Build

Led the cost estimating, procurement for all process equipment bid packages.

PROCUREMENT SPECIALIST
MARK MCCLENAHAN, CPE

Highlighted Project Experience

Capital Regional District, McLoughlin Point Wastewater Treatment Plant, Victoria, British Columbia. Lead estimator for a joint venture design-build-operate-finance, and maintain proposal for a new 125 MLD $275M CAD wastewater treatment plant for the city. Prepared detailed cost estimates for preliminary and final designs. Attend design charrettes and proposal meetings with design and construction staff. Prepare cost estimates for alternative designs and options. Participate in value engineering; process equipment procurement, solicitation, and pricing; quantity take-offs, alignment, and coordination with construction partner; process mechanical estimate preparation; coordination and integration with process mechanical, electrical, SCADA, and I&C scopes; and final estimate reviews prior to submission of bid. Project consisted of a new 125 MLD wastewater treatment facility, 1200mm TBM/HDD RW harbour crossing force main, and 2000mm by 2km TBM/bottom-lay outfall.

Connecticut Water, Rockville Water Treatment Plant - Task 1, Rockville, Connecticut. Lead estimator for Task 1, development of opinion of probable construction cost (OPCC) estimates for additions and renovations to the 2-MGD water treatment plant. Options included: New 3.0-MGD WTP with precast walls; new 3.0-MGD WTP with pre-engineered metal building (PEMB); New 9.0-MGD WTP with precast walls; new 9.0-MGD WTP with PEMB; renovate existing Operations Building for offices; and renovate existing Operations Building for warehouse space.

City of Miami-Dade, C51 Canal Design-Build, Miami, Florida. Provided estimating support and unit pricing for water transmission pipelines.

Winnipeg NEWPCC – WWTP Upgrades, Winnipeg, Manitoba. Preconstruction Lead, Scheduling, Risk Management, Project Implementation Plan, for a $1.1B CAD Design-Build Program for the City of Winnipeg.

Opequon Creek Water Project, Frederick County Water, VA. Estimating and Preconstruction Lead, Procurement Lead for $30M USD new Design-Build 8MGD Water Treatment Plant, Raw Water Intake, Raw Water Pump Station, Raw and Finish Water Pipelines.

City of Toronto, Dufferin Organics Processing Facility, Toronto, Ontario. Lead estimator, preconstruction lead, procurement lead for the design-build, at-risk proposal for expansion of a 70-m-tonnes-per-day organics processing facility. Prepare scopes of work for procurement bid packages, work with design leads to develop design, value engineering, solicit/procure bids from local subcontractors, vendors, and process equipment suppliers. Prepare cost estimate for final proposal submission with alternates and budget compliant design option. Risk register, analysis, and management.

DeKalb County, Glades Reservoir and Pump Station - Environmental Impact Statement Support, Gainesville, Georgia. Provided estimating support for EIS submission, quantity take-offs, and detailed cost estimates for a raw water intake structure, water transmission main, reservoir, and sitework and improvements.

San Diego County Water Authority, Authorization 19 Asset Management, San Diego, California. Provided cost estimating services for a design engineering report, water and sewer transmission pipelines, and appurtenances.

South Coast Water District, Water, Sanitary Sewer, and Recycled Water Master Plan Updates, Laguna Beach, California. Provided cost estimating services for an engineering report including water, sewer, recycle water transmission mains, and services.

Santa Clara Valley Water District, Infrastructure Reliability Master Plan, San Jose, California. Provided cost estimating services for engineering report, pipelines, and transmission mains.

City of Elyria, Comprehensive Combined Sewer Overflow/Sanitary Sewer Overflow/Stormwater Master, Elyria, Ohio. Providing cost estimating services for combined sewer system improvements, pipelines, transmission, pump stations, and wastewater treatment.

Orange County Sewer District, Orange, CA – Multiple Projects including; Plant 1-129 RAS Piping Replacement. Lead Estimator, Provided cost estimating services for a Progressive Design-Bid-Build contract for a $5.5M USD Upgrade to the RAS Piping and Pumping Facility.

SCHEDULER

Rachel has provided project controls on various civil/municipal construction projects, including WWTPs and pumping stations. She has been responsible for critical path scheduling, time impact/delay analysis, budgeting and forecasting costs/schedules, reviewing change orders and negotiations, cost estimating, and work quality/progress.

KEY PERSONNEL

Rachel Ferradaz, PE



Rachel s a project controls engineer with 18 years of experience in civil engineering and construction management for municipal and industrial infrastructure projects. Most recently, she has provided project controls on various civil/municipal construction projects including critical path scheduling, time impact/delay analysis, budgeting and forecasting costs/schedules, reviewing change orders and negotiations, cost estimating, work quality/progress monitoring, and claims mitigation.

Scheduler

Rachel Ferradaz, PE

SCHEDULING STAFF

Additional Scheduling and Project Controls Staff As Needed

FIRM AFFILIATION

Nova Consulting and Engineering, LLC
M/WBE Subconsultant

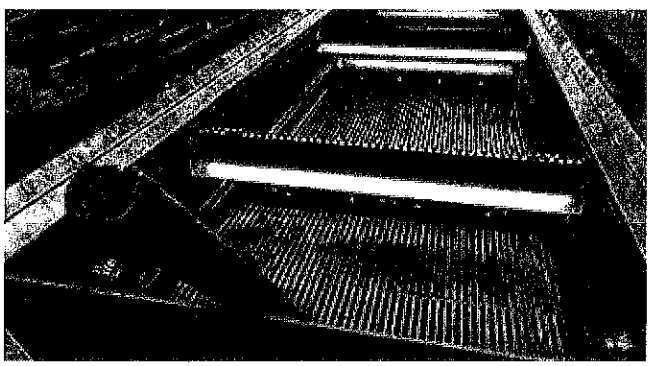
EXCEEDS THE RFQ REQUIREMENTS

- 7 years of qualifying scheduling experience in the last 15 years
- 5+ projects valued $50M+
- Experienced in scheduling and managing reports and payments requests
- Professional Engineer New York [redacted]

KEY RESPONSIBILITIES

- Rachel will lead project scheduling and support our project controls team with reporting and data management

RELEVANT EXPERIENCE



Wards Island WWTP Grit Chamber Rehabilitation

Project Controls Engineer responsible for CPM scheduling which included developing, reviewing, and submitting monthly schedules and forecasting the following month's schedule, coordinating with GC



Bowery Bay WWTP Power Distribution System

Project Controls Engineer providing monthly analysis of the contractor's CPM schedule updates, monthly reporting and forecasting the schedule milestones throughout the life of the project.

SCHEDULER
RACHEL FERRADAZ, PE

Highlighted Project Experience

Wards Island WWTP Grit Chamber Rehabilitation, New York City Department of Environmental Protection, NY. This project consisted of process and facility upgrades at the Bronx and Manhattan grit chambers. As Project Controls Engineer, Rachel provided CPM scheduling which included developing, reviewing, and submitting monthly schedules and forecasting the following month's schedule; coordinating with the project's construction manager and contractors on status and updates to the master schedule; providing input on the monthly Issues & Task Report; developing the monthly Schedule Analysis Report for submittal to the NYCDEP; and supported the claims analysis/management.

Wards Island WWTP Grit Chamber Bar Screen Replacement, New York City Department of Environmental Protection, NY. The Wards Island WWTP has two remote grit chambers (Manhattan and the Bronx) to remove large solids which are then routed underneath the East River to the treatment plant. This project involves the reconstruction of the grit/bar screening equipment, which will allow better screening collection and management, as well as minimize flooding. Nova is providing scheduling services based on the industry standard, critical path method (CPM) using Primavera P6 software. Services include working with the contractor on status and updates to the baseline schedule; providing input on the monthly Issues & Tasks report and producing the monthly Schedule Analysis Report for submittal to the NYCDEP.

Bowery Bay WWTP Power Distribution System, New York City Department of Environmental Protection, NY. This project centers around the demolition of 208V and 480V electrical equipment, upgrading/consolidation of electrical systems, and installation of a new main substation and a new electrical control building. As Project Controls Engineer, Rachel is providing monthly analysis of the contractor's CPM schedule updates, monthly reporting and forecasting the schedule milestones throughout the life of the project and developing the final delay analysis upon project completion.

26th Ward WWTP High-Level Main Sewage Pump Replacement, New York City Department of Environmental Protection, NY. This project consists of the replacement of three high level main sewage pumps. As Project Controls Engineer, Rachel is providing monthly analysis of the contractor's CPM schedule updates, monthly reporting and forecasting the schedule milestones throughout the life of the project and developing the final delay analysis upon project completion.

Miami Dade Water & Sewer Department

60-Inch Force Main Installation under Norris Cut Channel, Miami-Dade Water & Sewer Department, FL. This project involves the replacement of a 54-inch force main with a 60-inch force main, in preparation of the Federal Navigational Dredging Project; the force main was successfully installed via a 72-inch diameter micro-tunnel. As Project Controls Engineer, Rachel is responsible for baseline schedule review and monthly update review; coordinating updates to the master schedule; and cost estimating review for Design/Builder schedule of values, requests for proposals, and contract amendments.

Government Cut Channel Utility Relocation Projects, Miami-Dade Water & Sewer Department, FL. This Design/Build project involved two pipeline relocations, a 54-inch wastewater force main installed under Government Cut channel via micro-tunnel trenchless technology, and a 20-inch water main underneath Fisherman's Channel. As part of the Construction Management/Inspection Team, Rachel was responsible for scheduling, cost estimating, contract compliance review, and development/implementation of the document control plan for the construction team.

South Miami Heights Water Treatment Plant Design of Upper Floridian/Biscayne Aquifer, Miami-Dade Water & Sewer Department, FL. The South Miami Heights Water Treatment Plant was developed as a reverse osmosis treatment facility to provide 20 MGD of drinking water, utilizing raw water extracted from the Biscayne Aquifer. The project objective is to revamp the plant process to use ware extracted from the Upper Floridian Aquifer as the raw water source. Rachel serves as Project Manager on Nova's assistance with the Design Criteria Package.

Appendix

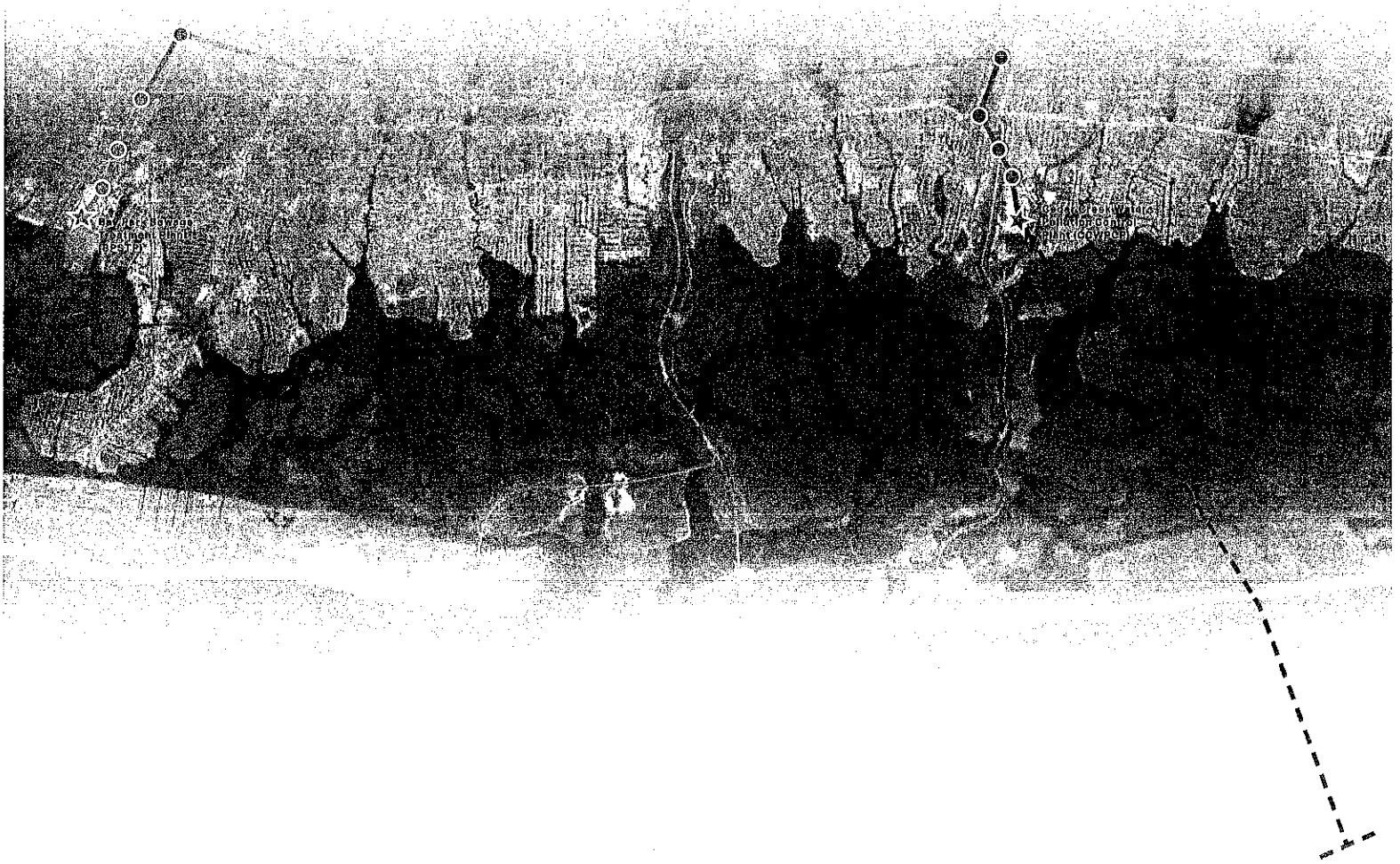


ATTACHMENT 1

Respondent's Mandatory Submittal Checklist

Required Document	✓ Attached
Complete Statement of Qualification as outlined under Section 3.2	✓
Signed Statement of Qualifications Submittal Form (Attachment 2)	✓
Firm's Legal Information (Attachment 2.1)	✓
Authorization to Provide Professional Services (Attachment 3.1)	✓
Key Personnel Resume Form (Attachment 3.2)	✓
Project Information Form (Attachment 3.3)	✓
Respondent's Certification: Non-collusive Bidding and Nondiscrimination in Employment in Northern Ireland MacBride Fair Employment Principles, State Ethics Law, and Procurement Lobbying Law Provision (Attachment 4)	✓
Procurement Lobbying Law Bidder/Respondent Disclosure of Prior Non-Responsibility Determinations (Attachment 5 provides guidance for Attachment 6)	✓
Executive Order No. 177 Certification (Attachment 7)	✓
Vendor Assurance of No Conflict of Interest or Detrimental Effect (Attachment 8)	✓
Sexual Harassment Prevention Certification Form (Attachment 9)	✓
Appendix D (EFC) Requirements, Forms: EEO Policy Statement, EPA forms 6100-2, 6100-3, and 6100-4, and Lobbying Certification	✓

Key Personnel Resume Forms Attachment 3.2



ATTACHMENT 3.2

KEY PERSONNEL RESUME FORM
SUMMARY OF INDIVIDUAL'S EXPERIENCE

This form shall be completed by the Respondent for the Key Personnel indicated in RFQ. Add lines/pages as necessary. Under "Contact Information" of the Individual's past Relevant Experience section, provide the contact name, phone number, and e-mail address for the Project Owner. NYSDEC reserves the right to contact any Project Owner to verify the information provided. "Project Owner" is not a Prime Consultant or Prime Contractor for which the Firm served as a subconsultant or subcontractor. "Project Name" should include the relevant contract number if available. Relevant experience shall be listed in chronological order, starting with the most recent project. Use N/A where an answer is not necessary or applicable.

Individual's Information				
Name of Respondent:	**AECOM**			
Name of Firm (if subcontractor):				
Individual's Name:	**Roger F. Williams, PE**			
Is Individual a Licensed Professional Engineer?	**Yes:**	X	**No:**	
If so, Professional Engineering License Number:	FL [redacted]			
Education:	MS, Environmental Engineering, Florida International University, 2001 BS, Civil Engineering, Florida International University, 2003 Certificates of Completion: - Colorado School of Mines – Microtunneling and Pilot Tubes - ASCE – Design and construction of Microtunneling projects - SMME – Pressurized TBM tunneling - Risk Management in Underground Construction			
Years with this Firm:	13			
Total Years of Experience:	18			
Key Personnel Role:	**Senior Program Engineer**			
Provide Time Committed to Proposed Project in next row:				
10/2019 to 9/2020	75%			
10/2020 to 9/2021	35%			
10/2021 to 9/2022	35%			
10/2022 to 9/2023	35%			
10/2023 to 9/2024	35%			
Individual's Past Relevant Experience				
Total number of years of experience meeting the requirements stated in RFQ for the title above:	8			
The information provided below should confirm the total years stated in the above row.				
Project Name:	**Norris Cut Force Main Replacement Tunnel, Miami Florida**			
Project Description:	Design criteria professional services for the implementation of 5800 ft of 10-foot diameter TBM force main tunnel under the Norris Cut Channel, and 2700			

	ft. of 60-inch open cut PCCP installation in Virginia Key. The project was purposed to replace the 9000 ft. of 54-inch interpace-era force main, which lacked redundancy, and was determined to be structurally deficient and at risk of failure. Implementation was a priority as pipe failure would result 50 MGD of raw sewerage discharge in Biscayne Bay, affecting sensitive habitats, closing beaches, and crippling the local economy.				
Project Owner:	Miami Dade Water and Sewer Department				
Contact Information:	MD-WASD Project Manager; Lin Li, PE Email: Lin.Li@miamidade.gov; T: 786-865-8892				
Project Cost Value	$72M				
Title on Project:	Project Manager/Design Criteria Professional Engineer of Record/Owner's Representative				
Individual's Duties & Responsibilities:	Directly responsible for management and delivery of all technical aspects of the project spanning from planning, development of the criteria documents, procurement of the project leading to the selection of a qualified Design Builder. Also served as the owner's representative during the design build phase, ensuring compliance with the design criteria/quality objectives through construction completion and commissioning of the project. Specific duties included leading all engineering tasks including: client communication; basis of design development; hydraulic analysis; route selection; land right acquisition; environmental and benthic surveys; geotechnical/ geophysical investigations; bathymetric and topographic surveys; 30% design development; environmental resource permitting; and preparation of the RDBS (Request for Design Build Services) ready for advertisement. Assisted owner during the procurement phase with workshops, pre-bid meetings, responded to RFIs and issues addenda. Served as the Technical Advisor to the Selection Committee and supported all initiatives including SOQ review; technical proposal evaluation; assessing alternatives; pricing verification; and assisted owner with final negotiation and recommendations to award the contract. Design-Build phase services included: review of design work packages and all technical submittals for compliance; performance of specialty inspections (shaft/tunnel/factory testing); review and interpretation of claims; coordinated with stakeholder; final negotiation and close-out of environmental resource permits.				
Individual's Start Date on Project: MM/YY	04/2012	**Individual's End Date on Project: MM/YY**	12/2016		
Individual's Total Time on Project: (in months)	56	**% of time spent on Qualifying activities**	70%	**Qualifying time: (in months)**	39
Project Name:	**Government Cut Water and Sewer Utilities Replacement, Miami Florida**				
Project Description:	Design criteria professional services/ Owner's Representative for the relocation of the existing 54-inch PCCP force main and 20-inch DI water main via: 1200 linear feet of 72-inch microtunnel and 1100 linear feet of 60-inch microtunnel with steel casings under the Government Cut and Fisherman Channels. The project was purposed to replace the existing water and sewer				

	utilities, lowering them to 90 feet below grade, to avoid conflict with Port of Miami Dredging Program. The project included such features as: in-water shaft; complex by-pass and connection schemes to maintain operability of the existing FM; environmental controls to preserve the sensitive habitats; and contingency plans in the event of FM rupture. Further, the aggressive schedule demanded project completion by October 2013, making the port ready/equipped to receive to receive Post-Panamax ships.				
Project Owner:	Miami Dade Water and Sewer Department				
Contact Information:	MD-WASD Project Manager; Lin Li, PE Email: Lin.Li@miamidade.gov; T: 786-865-8892				
Project Cost Value	$77M				
Title on Project:	Engineering Lead/ Design Criteria Professional Engineer of Record				
Individual's Duties & Responsibilities:	Directly responsible for daily coordination and management of all technical aspects of the projects from planning, development of criteria documents, and final procurement of the project leading to the selection of a qualified Design Builder. Served as the owner's representative during the design build phase, ensuring compliance with the design criteria/quality objectives through to successful completion and commissioning of the project. Specific duties included leading all engineering tasks including: client communication; basis of design development; hydraulic analysis; route selection; land right acquisition; environmental and benthic surveys; geotechnical/ geophysical investigations; bathymetric and topographic surveys; 30% design development; environmental resource permitting; and preparation of the RDBS (Request for Design Build Services) ready for advertisement. Assisted owner during the procurement phase with workshops, pre-bid meetings, responded to RFIs and issues addenda. Served as the Technical Advisor to the Selection Committee and supported all initiatives including SOQ review; technical proposal evaluation; assessing alternatives; pricing verification; and assisted owner with final negotiation and recommendations to award the contract. Design-Build phase services included: review of design work packages and all technical submittals for compliance; performance of specialty inspections (shaft/tunnel/factory testing); review and interpretation of claims; coordinating with stakeholder; final negotiation and close-out of environmental resource permits.				
Individual's Start Date on Project: MM/YY	02/2009	**Individual's End Date on Project: MM/YY**	10/2013		
Individual's Total Time on Project: (in months)	56	**% of time spent on Qualifying activities**	60%	**Qualifying time: (in months)**	36
Project Name:	**Miami Avenue 48-inch Sanitary Sewerage Force Main and Utility Upgrades**				
Project Description:	Design-Build Services for the construction of 15,000 linear feet of 48-inch sanitary sewerage FM; 7000 linear feet of 12-inch water main; and 2,000 linear feet of drainage improvements along the heavy urbanized corridor of Mid-Town. Project traversed three business districts (Midtown; Wynwood; Design)				

	and utilized ROW of several Agencies including FDOT, FEC, Miami, and Miami Dade. It also required elaborate Maintenance of Traffic Plans, robust public engagement campaign, and trenchless crossings to mitigate the impacts/ disruption to the thriving commercial sector.				
Project Owner:	Miami Dade Water and Sewer Department				
Contact Information:	Senior Program Manager James B. Ferguson, PE Email: James.Ferguson@miamidade.gov T: Phone: 786-552-8756				
Project Cost Value	$20M				
Title on Project:	Design-Build Engineering Manager				
Individual's Duties & Responsibilities:	Design Build Engineering Manager with responsibility for the planning, survey, geotechnical explorations, environmental screening, detailed utility design, permitting, construction quality control, and final certification of the Design Build Project. Key responsibilities and accomplishments included the development of project execution plan and the quality control procedures. Led the development of two lower cost technical alternatives comprising of an alignment adjustment and elimination of two (2) microtunnel crossings which reduced overall cost by $8M. Closely coordinated with stakeholder to obtain consensus on design/construction approach; negotiated the terms and conditions of a utility easement through a City park; fast-tracked the detailed design effort to ensure timely acquisition of over twenty (28) permits across four (4) work packages. Directly responsible for quality control, material testing, field inspection activities, and final certification of the water/sewer facilities.				
Individual's Start Date on Project: MM/YY	09/2017	**Individual's End Date on Project: MM/YY**	06/2019		
Individual's Total Time on Project: (in months)	21	**% of time spent on Qualifying activities**	60%	**Qualifying time: (in months)**	12
Project Name:	**Miami Beach 54-inch Redundant Force Main and 11th Street Utility Improvements**				
Project Description:	Design and construction of over 5500 linear feet redundant 54-inch Force Main in Miami Beach along Washington Ave, Euclid and 11th Streets. The project was purposed to replace the existing distressed 54-inch PCCP main that was determined to be at risk of "incipient failure". As the corridor was heavily urbanized and the site of residential, retail, and commercial activity; a trenchless method of construction was utilized. Procurement was via Design Build delivery to accelerate the implementation schedule and mitigate risk of an untimely catastrophic pipe failure.				
Project Owner:	City of Miami Beach				
Contact Information:	Project Manager Giancarlo Pena, PE Email: GiancarloPena@miamibeachfl.gov T:305-546-2943				
Project Cost Value	$ 14M				
Title on Project:	Owner's Representative/ Technical Advisor/ CEI Manager				

Individual's Duties & Responsibilities:	Serve as Owner's Representative for the Design Build project from conception to final implementation. Assisted the City with the review and development of the Design Criteria Package, development of the RFQ and RFP; evaluation of technical proposals. Led all technical assessments related V/E alternatives; and served as the responsible approver of all trenchless submittals. Provide onsite resident engineering services during the construction of the 3500 linear feet of 54-inch HDPE HDD installation, recognized as the longest HDD of that diameter in the United States. Oversaw field staff and supported the review and processing of all pay-applications, and final inspections of work leading to commissioning.				
Individual's Start Date on Project: MM/YY	08/2015	**Individual's End Date on Project: MM/YY**	01/2019		
Individual's Total Time on Project: (in months)	43	**% of time spent on Qualifying activities**	18%	**Qualifying time: (in months)**	8
Explain gaps in chronology for qualifying experience:	N/A				

Total Time: Identify the total time the Individual spent on the project (start date to end date, in months)
% of time on Qualifying activities: Identify the percentage of time spent performing qualifying activities during the Total Time.
Qualifying Time: Calculate the percentage of time spent performing qualifying activities by the total time to determine the number of qualifying months meeting the experience required for the Key Personnel title on the proposed Design Build project.
Example: Total Time on project is 12 months (1st box) with 50% of time spent on qualifying activities (2nd box) equals 6 months of qualifying time (3rd box).

ATTACHMENT 3.2

KEY PERSONNEL RESUME FORM
SUMMARY OF INDIVIDUAL'S EXPERIENCE

This form shall be completed by the Respondent for the Key Personnel indicated in RFQ. Add lines/pages as necessary. Under "Contact Information" of the Individual's past Relevant Experience section, provide the contact name, phone number, and e-mail address for the Project Owner. NYSDEC reserves the right to contact any Project Owner to verify the information provided. "Project Owner" is not a Prime Consultant or Prime Contractor for which the Firm served as a subconsultant or subcontractor. "Project Name" should include the relevant contract number if available. Relevant experience shall be listed in chronological order, starting with the most recent project. Use N/A where an answer is not necessary or applicable.

Individual's Information					
Name of Respondent:	**AECOM**				
Name of Firm (if subcontractor):					
Individual's Name:	**Chuck Williams, PE, DBIA, PMP**				
Is Individual a Licensed Professional Engineer?	**Yes:**	X	**No:**		
If so, Professional Engineering License Number:	[redacted]alifornia				
Education:	MS, Industrial Engineering, Stanford University, CA BS, Civil Engineering, Villanova University. PA Certified Design Build Institute of America (DBIA) Instructor Adjunct Professor, University of Missouri, Kansas City, for graduate courses in Project Delivery Methods and Project Management.				
Years with this Firm:	14				
Total Years of Experience:	37				
Key Personnel Role:	**Program Manager for Procurement**				
Provide Time Committed to Proposed Project in next row:					
10/2019 to 9/2020	55%				
10/2020 to 9/2021	20%				
10/2021 to 9/2022	20%				
10/2022 to 9/2023	20%				
10/2023 to 9/2024	20%				
Individual's Past Relevant Experience					
Total number of years of experience meeting the requirements stated in RFQ for the title above:	8+.				
The information provided below should confirm the total years stated in the above row.					
Project Name:	Salt Lake City New Water Reclamation Project (NewWRF)				
Project Description:	CM @ Risk delivery of a new 56mgd Water Reclamation Facility Project includes the following main facilities: biosolids dewatering facility, chemical feed facility, thermal drying facility, administration / operations building, influent pump station, screenings and grit facility, primary and secondary Clarifiers, Biological Nutrient Removal (BNR) Reactors, Post-aerobic				

	digestion (PAD) process, disinfection thermal alkaline hydrolysis, odor control, combined heat & power (CHP) improvements, including new generators, electrical primary power substations, new standby generators and new electrical power distribution equipment and duct bank.				
Project Owner:	Salt Lake City Dept. of Public Utilities				
Contact Information:	Derek Velarde, PE Project Director 801.209.3553 Derek.Velarde@slcgov.com				
Project Cost Value	$500 Million				
Title on Project:	Procurement Manager				
Individual's Duties & Responsibilities:	Led procurement planning and development of RFQ and RFP documents, and development of the 2-part CM@Risk Contract. Planned and conducted Owner workshops to review documents and address risk and commercial issues. Developed evaluation and review procedures for				
Individual's Start Date on Project: MM/YY	2/18	**Individual's End Date on Project: MM/YY**	5/19		
Individual's Total Time on Project: (in months)	15	**% of time spent on Qualifying activities**	60%	**Qualifying time: (in months)**	9
2 Project Name:	Miami Avenue 48-inch Sanitary Sewerage Force Main and Utility Upgrades				
Project Description:	Design-Build for construction of 15,000 linear feet of 48-inch sanitary sewerage FM; 7000 linear feet of 12-inch water main; and 2,000 linear feet of drainage improvements in urbanized Miami Beach. Numerous trenchless crossings utilized to avoid traffic issues. Project involved extensive permitting with USCOE, FDOT, FEC, City of Miami Beach, and Miami Dade County, and elaborate maintenance of traffic plans. Public outreach and meetings were extensive.				
Project Owner:	Miami Dade Water & Sewer				
Contact Information:	Senior Program Manager James B. Ferguson, PE Email: James.Ferguson@miamidade.gov T: Phone: 786-552-8756				
Project Cost Value	$20 Million				
Title on Project:	Procurement Documents Quality Manager				
Individual's Duties & Responsibilities:	Reviewed and commented on procurement process and schedule, procurement RFQ and RFP documents and Design Build contract. Coordinated with Project team to modify documents and present to Owner. Reviewed design and construction issues that occurred during implementation for contractual basis and resolution.				
Individual's Start Date on Project: MM/YY	01/17	**Individual's Start Date on Project: MM/YY**	01/17		
Individual's Total Time on Project: (in months)	20	**Individual's Total Time on Project: (in months)**	20	**Individual's Total Time on Project: (in months)**	20

3 Project Name:	**84-inch Interceptor Project**				
Project Description:	Design-Build for improving interceptor capacity, condition, and flexibility for O&M, including removal of existing 54-inch and decommissioning of brick 60-inch while adding 4500 feet of 84-inch gravity sewer and upgraded structures. Included installations under two Interstate highways and bridges.				
Project Owner:	City of San Jose, CA				
Contact Information:	Mathew Nguyen PE Project Manager, Sanitary Sewer Section Phone: 408-793-5517 Mathew.Nguyen@sanjoseca.gov				
Project Cost Value	$45 Million				
Title on Project:	Procurement Lead				
Individual's Duties & Responsibilities:	Led Design-Build procurement planning, risk management and RFQ and RFP documents, and Design Build Contract in coordination with Owner and City legal. Conducted workshops, reviews and presentations. Assisted and provided orientation of Selection Committee for evaluation of proposals and Design Builder selection.				
Individual's Start Date on Project: MM/YY	01/16	**Individual's Start Date on Project: MM/YY**	01/16		
Individual's Total Time on Project: (in months)	26	**Individual's Total Time on Project: (in months)**	26	**Individual's Total Time on Project: (in months)**	26

4 Project Name:	**Tunnel Dewatering Pump Station & Enhanced Clarification Facility (TDPS/ECF)**		
Project Description:	Design Build of Wet Weather Treatment Facility including, 250 mgd, expandable to 500 to 500mgd, consisting of 135-foot-deep tunnel dewatering pump station and enhanced clarification facility to treat and discharge storm water into Potomac River.		
Project Owner:	District of Columbia Water & Sewer (DC Water)		
Contact Information:	Rouben Derminassian, Sr. Project Manager Department of Wastewater Engineering Rouben.Derminassian@dcwater.com 202-787-2372		
Project Cost Value	$230 Million		
Title on Project:	Design Build Procurement Lead		
Individual's Duties & Responsibilities:	Procurement Lead for Owner planning workshops, procurement process planning and scheduling, development of the RFQ, RFP documents, and contract general specification documents. Coordination with legal counsel on DB Contract development, and finalizing the Contract documents subsequent to DB selection. Provided orientation and support to the Owner Selection Committee and support for negotiations to achieve project award.		
Individual's Start Date on Project: MM/YY	11/11	**Individual's End Date on Project: MM/YY**	11/17

Individual's Total Time on Project: (in months)	72	**% of time spent on Qualifying activities**	35%	**Qualifying time: (in months)**	25

5 Project Name:	**Government Cut Water and Sewer Utilities Replacement, Miami FL**				
Project Description:	Design Build for relocation of existing 54-inch PCCP force main and 20-inch DI water main via 1200 linear feet of 72-inch micro-tunnel and 1100 linear feet of 60-inch micro-tunnel with steel casings under Government Cut and Fisherman Channels (Biscayne Bay). Replaced existing water and sewer utilities to 90 feet below grade to avoid Port of Miami Dredging Program. Included in-water shaft, by-pass and connections to maintain operability of the existing FM, environmental controls to preserve sensitive habitats, and contingency plans for FM rupture. Aggressive schedule demanded for making channel ready to pass Post-Panamax ships into Port of Miami.				
Project Owner:	Miami Dade Water & Sewer (MDWASD)				
Contact Information:	MD-WASD Project Manager; Lin Li, PE Email: Lin.Li@miamidade.gov; T: 786-865-8892				
Project Cost Value	$77 Million				
Title on Project:	Design Build Procurement Manager				
Individual's Duties & Responsibilities:	Led planning workshops for the Owner and Project staff, and led development of Requests for Qualifications, Requests for Proposal documents, reviewed Design Criteria, proposal submittal requirements and the evaluation / selection approach. Developed DB Contract and general specifications for Owner legal review. Provided orientation for the Selection Committee and supported negotiations to achieve project awards.				
Individual's Start Date on Project: MM/YY	02/09	**Individual's End Date on Project: MM/YY**	09/12		
Individual's Total Time on Project: (in months)	45	**% of time spent on Qualifying activities**	40%	**Qualifying time: (in months)**	18

6 Project Name:	**Norris Cut Force Main Replacement Tunnel, Miami FL**
Project Description:	Design Build of 5800 ft. of 10-foot diameter tunnel boring Machine (TBM) force main tunnel under the Norris Cut Channel (Biscayne Bay), and 2700 ft. of 60-inch open cut PCCP installation in Virginia Key. Replace 9000 ft. of 54-inch force main, which was structurally deficient and at risk of failure. Risks included sensitive habitats, damaging local beaches, and environmental spills.
Project Owner:	Miami Dade Water & Sewer (MDWASD)
Contact Information:	MD-WASD Project Manager; Lin Li, PE Email: Lin.Li@miamidade.gov; T: 786-865-8892
Project Cost Value	$72 Million
Title on Project:	Design Build Procurement Lead
Individual's Duties & Responsibilities:	Procurement Lead to provide planning workshops for the Owner and Project staff, and led development of Requests for Qualifications, Requests for

	Proposal, including the Design Criteria Documents, proposal submittal requirements and the evaluation / selection approach, as well as the DB Contract and general specifications. Provided orientation for the Selection Committee and supported negotiations to achieve project awards.				
Individual's Start Date on Project: MM/YY	04/12	**Individual's End Date on Project: MM/YY**	6/15		
Individual's Total Time on Project: (in months)	38	**% of time spent on Qualifying activities**	40%	**Qualifying time: (in months)**	15

7 Project Name:	**Magnolia Trunk Sewer Relining and Pump Station Rehabilitation Project**				
Project Description:	Rehabilitation / relining of ten miles of 48" and 78" sanitary sewer through urban and suburban areas in Southern California. Involved extensive permitting, and traffic management plans, and coordination with several local town governments, businesses and citizen groups. Project was awarded 2012 Project of the Year for Trenchless Technology.				
Project Owner:	Orange County Sanitation Department, CA				
Contact Information:	Alberto Acevedo P.E. Project Manager 213-359-9013				
	alberto.acevedo@atkinsglobal.com				
Project Cost Value	$35 Million				
Title on Project:	Procurement Lead				
Individual's Duties & Responsibilities:	Led planning, risk management and development of Design build RFQ, RFP and Design Build Contract procurement documents in coordination with Owner procurement and legal staff. Led development of Owner procurement and project management tools and templates for design-build project evaluation and selection, technical criteria documents, and project policies and procedures. Provided orientation and support for Selection committee and assisted in evaluating proposals.				
Individual's Start Date on Project: MM/YY	02/09	**Individual's Start Date on Project: MM/YY**	02/09		
Individual's Total Time on Project: (in months)	40	**Individual's Total Time on Project: (in months)**	40	**Individual's Total Time on Project: (in months)**	40
Explain gaps in chronology for qualifying experience:	Was serving multiple design build and CM@ risk projects, some of which are not included here such as 3 DB projects, (totaling $105 million) for USACOE to rebuild after hurricane IKE, Water Storage & Distribution Project ($55 Million) for Eastern Water District, Riverside, CA, and Rehabilitation of Imperial Water District Irrigation System ($125 million) El Centro, CA.				

Total Time: Identify the total time the Individual spent on the project (start date to end date, in months)
% of time on Qualifying activities: Identify the percentage of time spent performing qualifying activities during the Total Time.
Qualifying Time: Calculate the percentage of time spent performing qualifying activities by the total time to determine the number of qualifying months meeting the experience required for the Key Personnel title on the proposed Design Build project.
Example: Total Time on project is 12 months (1st box) with 50% of time spent on qualifying activities (2nd box) equals 6 months of qualifying time (3rd box).

ATTACHMENT 3.2

KEY PERSONNEL RESUME FORM
SUMMARY OF INDIVIDUAL'S EXPERIENCE

This form shall be completed by the Respondent for the Key Personnel indicated in RFQ. Add lines/pages as necessary. Under "Contact Information" of the Individual's past Relevant Experience section, provide the contact name, phone number, and e-mail address for the Project Owner. NYSDEC reserves the right to contact any Project Owner to verify the information provided. "Project Owner" is not a Prime Consultant or Prime Contractor for which the Firm served as a subconsultant or subcontractor. "Project Name" should include the relevant contract number if available. Relevant experience shall be listed in chronological order, starting with the most recent project. Use N/A where an answer is not necessary or applicable.

Individual's Information					
Name of Respondent:	**AECOM**				
Name of Firm (if subcontractor):					
Individual's Name:	**Irwan Halim, PhD, PE**				
Is Individual a Licensed Professional Engineer?		**Yes:**	X	**No:**	
If so, Professional Engineering License Number:	[redacted] (New York)				
Education:	PhD, Civil Engineering, University of Illinois at Urbana-Champaign MS, Civil Engineering, University of Illinois at Urbana-Champaign				
Years with this Firm:	11				
Total Years of Experience:	29				
Key Personnel Role:	**Program Manager for Design and Design Quality Assurance**				
Provide Time Committed to Proposed Project in next row:					
10/2019 to 9/2020	25%				
10/2020 to 9/2021	30%				
10/2021 to 9/2022	30%				
10/2022 to 9/2023	30%				
10/2023 to 9/2024	30%				
Individual's Past Relevant Experience					
Total number of years of experience meeting the requirements stated in RFQ for the title above:	11.5				
The information provided below should confirm the total years stated in the above row.					
Project Name:	**Blacklick Creek Sanitary Interceptor Sewer**				
Project Description:	Design and construction of approximately 23,000 LF of 10-foot finished diameter tunnel in mixed soft ground and rock by EPBM, lined with precast concrete segmental lining. Project includes new access and drop shafts for future sewer connections as well as shaft connections to existing facilities.				
Project Owner:	City of Columbus Division of Sewerage & Drainage				

Contact Information:	Nick Domenick NJDomenick@columbus.gov 614.645.4693				
Project Cost Value	$98M				
Title on Project:	Design Manager				
Individual's Duties & Responsibilities:	Performed preliminary and final design engineering, provided engineering services during construction.				
Individual's Start Date on Project: MM/YY	04/2009	**Individual's End Date on Project: MM/YY**	04/2019		
Individual's Total Time on Project: (in months)	120	**% of time spent on Qualifying activities**	40%	**Qualifying time: (in months)**	48
Project Name:	**Lockbourne Intermodal Subtrunk Sewer**				
Project Description:	Design and construction of approximately 10,000 LF of 78-inch finished diameter sewer in glacial geology by slurry MTBM, and another 7,000 LF of 60-inch finished diameter sewer placed in open cut. CCFRPM pipes were used as jacking and buried pipes. Project includes new access and drop shafts for future sewer connections, as well as shaft connections to existing facilities and pump station.				
Project Owner:	City of Columbus Division of Sewerage & Drainage				
Contact Information:	Jeremy Cawley JKCawley@columbus.gov 614.645.6795				
Project Cost Value	$40M				
Title on Project:	Design Manager				
Individual's Duties & Responsibilities:	Performed preliminary and final design engineering, provided engineering services during construction.				
Individual's Start Date on Project: MM/YY	05/2010	**Individual's End Date on Project: MM/YY**	05/2019		
Individual's Total Time on Project: (in months)	108	**% of time spent on Qualifying activities**	30%	**Qualifying time: (in months)**	32
Project Name:	**Narragansett Bay CSO Phase I & II Tunnel Projects**				
Project Description:	Design and construction of approximately 16,000 LF of 26-foot finished diameter deep main spine tunnel in sedimentary rocks by TBM, and 60-foot wide by 120-foot long by 70-foot high underground pump station cavern by SEM excavation. The Phase II project included approximately 15,000 LF of near surface interceptor sewer consisting of 4- to 6-foot diameter pipes by MTBM in an urban environment.				
Project Owner:	Narragansett Bay Commission				
Contact Information:	Chris Feeney (Program Manager) christopher.feeney@stantec.com 401.214.1738				
Project Cost Value	$350M				

Title on Project:	Design Lead/Manager/Project Manager				
Individual's Duties & Responsibilities:	Performed final design engineering and engineering oversight of all construction packages, bid packaging, and resolving all field related construction issues pertaining to design.				
Individual's Start Date on Project: MM/YY	04/2000	**Individual's End Date on Project: MM/YY**	04/2008		
Individual's Total Time on Project: (in months)	96	**% of time spent on Qualifying activities**	60%	**Qualifying time: (in months)**	58
Explain gaps in chronology for qualifying experience:	Gap due to working on non-water/wastewater infrastructure project.				

Total Time: Identify the total time the Individual spent on the project (start date to end date, in months)
% of time on Qualifying activities: Identify the percentage of time spent performing qualifying activities during the Total Time.
Qualifying Time: Calculate the percentage of time spent performing qualifying activities by the total time to determine the number of qualifying months meeting the experience required for the Key Personnel title on the proposed Design Build project.
Example: Total Time on project is 12 months (1st box) with 50% of time spent on qualifying activities (2nd box) equals 6 months of qualifying time (3rd box).

ATTACHMENT 3.2

KEY PERSONNEL RESUME FORM
SUMMARY OF INDIVIDUAL'S EXPERIENCE

This form shall be completed by the Respondent for the Key Personnel indicated in RFQ. Add lines/pages as necessary. Under "Contact Information" of the Individual's past Relevant Experience section, provide the contact name, phone number, and e-mail address for the Project Owner. NYSDEC reserves the right to contact any Project Owner to verify the information provided. "Project Owner" is not a Prime Consultant or Prime Contractor for which the Firm served as a subconsultant or subcontractor. "Project Name" should include the relevant contract number if available. Relevant experience shall be listed in chronological order, starting with the most recent project. Use N/A where an answer is not necessary or applicable.

Individual's Information					
Name of Respondent:	**AECOM**				
Name of Firm (if subcontractor):					
Individual's Name:	**Richard Redmond, PE**				
Is Individual a Licensed Professional Engineer?		**Yes:**	X	**No:**	
If so, Professional Engineering License Number:	NY [redacted]				
Education:	BS, Civil Engineering, Manhattan College				
Years with this Firm:	15				
Total Years of Experience:	39				
Key Personnel Role:	**Program Manager for Construction and Construction Quality Assurance**				
Provide Time Committed to Proposed Project in next row:					
10/2019 to 9/2020	25%				
10/2020 to 9/2021	45%				
10/2021 to 9/2022	45%				
10/2022 to 9/2023	45%				
10/2023 to 9/2024	45%				
Individual's Past Relevant Experience					
Total number of years of experience meeting the requirements stated in RFQ for the title above:	7+				
The information provided below should confirm the total years stated in the above row.					
Project Name:	**NYCDEP WT#3 Queens/Brooklyn Tunnel – Shaft 17B and 18B**				
Project Description:	Two Shafts, each of 40 ft diameter, 150 VF in soft ground using ground freeze, drill blast 550 VF in rock, connecting Adit to WaterTunnel #3, outfit 7 Shafts with mechanical, electrical, inspection and repairs contract of existing Queens and Brooklyn Tunnels.				
Project Owner:	New York City Department of Environmental Protection				
Contact Information:	John McCluskey 718.595.6947 Jmccluskey@dep.nyc.gov				
Project Cost Value	$500 Million				
Title on Project:	Project Director				

Individual's Duties & Responsibilities:	Mr. Redmond served as the Project Director leading all design efforts and coordinating construction bidding documents.				
Individual's Start Date on Project: MM/YY	03/17	**Individual's End Date on Project: MM/YY**	04/19		
Individual's Total Time on Project: (in months)	25	**% of time spent on Qualifying activities**	10	**Qualifying time: (in months)**	2.5
Project Name:	**OutFront Media – NYCT / MNR / LIRR – Program Management**				
Project Description:	As part of a broad and long-term agreement with the Metropolitan Transportation Authority, OUTFRONT Media has embarked on a large Digital Infrastructure Construction Project with the NYCT Subway system, installing more than 10,000 digital displays in over 450 NYCT subway stations over the next four years. In addition, MNR will install displays in 100 stations and LIRR will install displays in 120 stations.				
Project Owner:	OutFront Media				
Contact Information:	Brian Faw 212.297.6400 brianfaw@outfrontmendia.com				
Project Cost Value	$400+ Million				
Title on Project:	Program Manager – Design Build				
Individual's Duties & Responsibilities:	As Program Manager, oversaw design team efforts, responsible for taken contractors bids and recommending award of contracts Also led cost estimating, scheduling and constructability.				
Individual's Start Date on Project: MM/YY	02/18	**Individual's End Date on Project: MM/YY**	10/18		
Individual's Total Time on Project: (in months)	9	**% of time spent on Qualifying activities**	100	**Qualifying time: (in months)**	9
Project Name:	**LIRR 3rd Track Design-Build Procurement, 9.8 miles Track /Structures**				
Project Description:	9.8 miles new 3rd track from Floral Park to Hicksville, including seven new undergrade road crossings, structures, retaining walls, pile foundations, and station modification.				
Project Owner:	MTA/LIRR				
Contact Information:	Anthony Tufano 516.523.1934 atufano@lirr.org				
Project Cost Value	$1.35 Billion construction				
Title on Project:	Deputy Program Manager – Design-Build				
Individual's Duties & Responsibilities:	Project management duties and lead for tunnel cost, schedule and constructability.				
Individual's Start Date on Project: MM/YY	05/16	**Individual's End Date on Project: MM/YY**	03/17		
Individual's Total Time on Project: (in months)	10	**% of time spent on Qualifying activities**	100	**Qualifying time: (in months)**	10

Project Name:	**NsTec Nevada 07.08 Roadheader Tunnel Project**				
Project Description:	The scope consisted of roadheader mining in 3,000 psi volcanic tuff – 24 ft x 24 ft horseshoe tunnels, 51 ft high alcove cavern.				
Project Owner:	NSTec				
Contact Information:	Stu Rawlinson 702.630.0722 RAWLINSE@nv.doe.gov				
Project Cost Value	$42 Million construction				
Title on Project:	Project Manager/Cost Estimator for Design and Construction Services				
Individual's Duties & Responsibilities:	Oversaw design team efforts, lead for tunnel cost, schedule and constructability for the project.				
Individual's Start Date on Project: MM/YY	01/15	**Individual's End Date on Project: MM/YY**	05/16		
Individual's Total Time on Project: (in months)	19	**% of time spent on Qualifying activities**	30	**Qualifying time: (in months)**	5.7
Project Name:	**Central Subway Tunnel Project**				
Project Description:	This 1.7-mile light rail line extension will extend T Line rail service from the Bayview and Mission Bay to the downtown and Chinatown. Approx. 1.7 Miles twin EPBM tunnel, slurrywall construction, tangent piles, top down station construction, SEM / NATM cavern mining Chinatown Station.				
Project Owner:	San Francisco Municipal Transportation Agency				
Contact Information:	Albert Hoe 415.701.4371 Albert.hoe@sfmta.com				
Project Cost Value	$1.5 Billion – Phase 2				
Title on Project:	Program Manager – Project Construction				
Individual's Duties & Responsibilities:	As the Program Manager for Project Construction, Mr. Redmond oversaw construction of the Phase 2 portion of the project.				
Individual's Start Date on Project: MM/YY	10/12	**Individual's End Date on Project: MM/YY**	04/15		
Individual's Total Time on Project: (in months)	31	**% of time spent on Qualifying activities**	100	**Qualifying time: (in months)**	31
Project Name:	**South Hartford Conveyance Tunnel Project**				
Project Description:	Project involved final design of 4.1 miles, 20 ft diameter (18 ft inside diameter) TBM tunnel conveyance and storage tunnel maximum 320 ft below ground surface in shale and basalt providing a minimum storage volume of 42 million gallons of untreated excess wet weather overflow. The project also includes a pump station located within a 70 ft diameter, 220 ft deep shaft in rock.				
Project Owner:	The Metropolitan District, Hartford, Connecticut				
Contact Information:	Susan Negrelli, PE, Director of Engineering snegrelli@themdc.com (860) 278-7850 x3815				
Project Cost Value	$450 Million				
Title on Project:	Lead Tunnel Estimator/Constructability Review				

Individual's Duties & Responsibilities:	Mr. Redmond served as Lead Tunnel Estimator, which involved cost estimating, constructability review, and scheduling for 21,400 LF of double shield precast segment TBM, 18 ft Inside diameter. Interfaced with client and designers on matters related to construction feasibility, EIS matters, cost alternatives and construction staging and phasing planning.				
Individual's Start Date on Project: MM/YY	10/12	**Individual's End Date on Project: MM/YY**	02/16		
Individual's Total Time on Project: (in months)	41	**% of time spent on Qualifying activities**	30	**Qualifying time: (in months)**	12.5
Project Name:	**LA Regional Connector**				
Project Description:	The Regional Connector Transit Corridor is a light rail tunnel connection currently being built through Downtown Los Angeles to connect the current Metro Rail Blue and Expo Lines at 7th Street/Metro Center station to the current Gold Line and Union Station.				
Project Owner:	Los Angeles County Metropolitan Transportation Authority (Metro)				
Contact Information:	Project contact no longer with agency				
Project Cost Value	$1.5 Billion				
Title on Project:	Lead Estimator/Constructability Review for EBPBM Tunnel				
Individual's Duties & Responsibilities:	Cost estimating, constructability review and scheduling for EPBM tunnel with three open cut stations, heavy utility relocation, compensation grouting, and street decking. Interfaced with client and designers on matters related to construction feasibility, EIS matters, cost alternatives and construction staging and phasing planning.				
Individual's Start Date on Project: MM/YY	08/11	**Individual's End Date on Project: MM/YY**	10/12		
Individual's Total Time on Project: (in months)	14	**% of time spent on Qualifying activities**	100	**Qualifying time: (in months)**	14
Explain gaps in chronology for qualifying experience:	N/A				
Notes on Qualifying Time	Mr. Redmond at times is assigned to multiple projects and works extended or overtime hours. Therefore, in some instances his percentage of time spent on qualifying activities adds up to more than 100%.				

Total Time: Identify the total time the Individual spent on the project (start date to end date, in months)
% of time on Qualifying activities: Identify the percentage of time spent performing qualifying activities during the Total Time.
Qualifying Time: Calculate the percentage of time spent performing qualifying activities by the total time to determine the number of qualifying months meeting the experience required for the Key Personnel title on the proposed Design Build project.
Example: Total Time on project is 12 months (1st box) with 50% of time spent on qualifying activities (2nd box) equals 6 months of qualifying time (3rd box).

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Individual's Information					
Name of Respondent:	**AECOM**				
Name of Firm (if subcontractor):					
Individual's Name:	**Chris Galligan, PE**				
Is Individual a Licensed Professional Engineer?		**Yes:**	X	**No:**	
If so, Professional Engineering License Number:	[redacted] Also licensed in GA, HI, NH, OH, RI; NY license in process				
Education:	BS, Mechanical Engineering Technology, Wentworth Institute of Technology				
Years with this Firm:	33				
Total Years of Experience:	38				
Key Personnel Role:	**Mechanical Engineering Subject Matter Expert**				
Provide Time Committed to Proposed Project in next row:					
10/2019 to 9/2020	20%				
10/2020 to 9/2021	30%				
10/2021 to 9/2022	30%				
10/2022 to 9/2023	30%				
10/2023 to 9/2024	30%				
Individual's Past Relevant Experience					
Total number of years of experience meeting the requirements stated in RFQ for the title above:	10+				
The information provided below should confirm the total years stated in the above row.					
Project Name:	**Lawton Valley and Station No. 1 WTPs Design-Build, Newport, RI**				
Project Description:	The scope of this Design-Build WTP project includes upgrading the 9-mgd Station No. 1 plant; and replacing the 7-mgd Lawton Valley plant with a new treatment plant on the same site. The two plants each have a core process of rapid mix, coagulation, dissolved air filtration (DAF) followed by primary carbon filtration and, finally, post-filter absorbers using granular activated carbon to meet the City's water quality requirements. Fast-track initiatives were used for the chemical systems using prefabricated skids,				

	precast concrete architectural wall panels and bolted steel finished water tanks. **The project received DBIA's 2015 water/wastewater project of the year award.**				
Project Owner:	City of Newport Water Utilities Division				
Contact Information:	James Roberts, WTP Superintendent 401.845.5825 jroberts@cityofnewport.com				
Project Cost Value	$63.6M				
Title on Project:	Lead Process Mechanical Engineer				
Individual's Duties & Responsibilities:	Design, construction oversight and quality assurance for all process mechanical elements of the project.				
Individual's Start Date on Project: MM/YY	1/2014	**Individual's End Date on Project: MM/YY**	12/2014		
Individual's Total Time on Project: (in months)	16	**% of time spent on Qualifying activities**	50%	**Qualifying time: (in months)**	8

Project Name:	**McLoughlin Point Wastewater Treatment Plant Design-Build, Victoria, BC**				
Project Description:	New 108 Ml/d wastewater treatment facility. The facility will include an operations/maintenance building having LEED Gold features complete with offices, laboratory, control rooms, large training room, and shower/locker rooms; a shop building housing workshops of several types; and several process buildings with electrical rooms.				
Project Owner:	Capital Regional District (CRD)				
Contact Information:	Dave Clancy, CRD Project Director 250.360.3000 daveclancy13@gmail.com				
Project Cost Value	$275M (CAD)				
Title on Project:	Lead Process Mechanical Engineer				
Individual's Duties & Responsibilities:	Design, construction oversight and quality assurance for all process mechanical elements of the project.				
Individual's Start Date on Project: MM/YY	8/2013	**Individual's End Date on Project: MM/YY**	12/2017		
Individual's Total Time on Project: (in months)	12	**% of time spent on Qualifying activities**	75%	**Qualifying time: (in months)**	9

Project Name:	**Water Treatment Plant and Water Reclamation Facility Progressive Design-Build, Davie, FL**
Project Description:	AECOM provided a progressive design-build approach for the services at Davie. At the heart of the project are a new 6 mgd water treatment plant (expandable to 12 mgd) and a 3.5 mgd expandable to 7mgd water reclamation plant. Because of a moratorium on use of the Biscayne surface aquifer, the water treatment facility takes brackish water from the Floridan aquifer and treat it using reverse osmosis (RO) technology. MBR technology was chosen for the water reclamation facility, thus allowing it to have a smaller footprint, and to be sited near users in the immediate vicinity and provide a treatment technology. **This project was recognized as the 2014 project of the year by the Florida**

	Region of DBIA.				
Project Owner:	Town of Davie				
Contact Information:	Don Bayler, Utilities Director (retired) 954.802.2628 risky12549@gmail.com				
Project Cost Value	$107M				
Title on Project:	Lead Process Mechanical Engineer				
Individual's Duties & Responsibilities:	Design, construction oversight and quality assurance for all process mechanical elements of the project.				
Individual's Start Date on Project: MM/YY	9/2012	**Individual's End Date on Project: MM/YY**	8/2014		
Individual's Total Time on Project: (in months)	18	**% of time spent on Qualifying activities**	50%	**Qualifying time: (in months)**	9
Project Name:	**Davis Wastewater Treatment Facility, Davis California – Design-Build**				
Project Description:	Lead mechanical engineer for a $72 million design-build facility upgrade. The new plant addresses secondary biological treatment and clarification which will replace the ponds and overland flow treatment system with conventional activated sludge process.				
Project Owner:	City of Davis, California				
Contact Information:	Mr. Michael Lindquist, PE (former Program Manager) City of Davis 23 Russell Boulevard Davis, CA 95616 Tel: 530-219-8401 Lindquist4water@gmail.com				
Project Cost Value	$72M				
Title on Project:	Lead Process Mechanical Engineer				
Individual's Duties & Responsibilities:	Responsible for the mechanical process design of the wastewater treatment facility and the process components as listed above.				
Individual's Start Date on Project: MM/YY	6/2014	**Individual's End Date on Project: MM/YY**	10/2018		
Individual's Total Time on Project: (in months)	40	**% of time spent on Qualifying activities**	60	**Qualifying time: (in months)**	24
Project Name:	**Connecticut Water Company Rockville Water Treatment Plant Progressive Design-Build**				
Project Description:	AECOM was awarded a progressive design-build contract for an upgrade to the Rockville WTP, which increased capacity to 9-mgd and utilized a treatment process comprising Dissolved Air Flotation clarifiers (DAF) and Granular Activated Carbon (GAC) filters.				
Project Owner:	Connecticut Water Company				
Contact Information:	David Connors, PE, Director of Service Delivery 860.664.6141 dconnnors@ctwater.com				

Project Cost Value	$25.1M				
Title on Project:	Lead Process Mechanical Engineer				
Individual's Duties & Responsibilities:	Responsible for the mechanical process design of the water treatment facility and the process components as listed above.				
Individual's Start Date on Project: MM/YY	9/2016	**Individual's End Date on Project: MM/YY**	7/2017		
Individual's Total Time on Project: (in months)	12	**% of time spent on Qualifying activities**	20%	**Qualifying time: (in months)**	2.4
Project Name:	**Design-Build-Operate Wastewater System Improvements**				
Project Description:	Mechanical process engineer for the upgrade of the city's 8.9-mgd average and 21.2-mdg peak flow wastewater collection and treatment facility. Treatment plant upgrades included new screens, new odor control and grit tank modifications, new biological treatment process, sludge pumping, new sludge dewatering system, new collection system 10-mgd pump station, and collection system repairs.				
Project Owner:	City of East Providence, Rhode Island				
Contact Information:	Steve Coutu, PE; Director of Public Works, City of East Providence Phone: 401-435-7700 email: Scoutu@cityofeastprov.com				
Project Cost Value	$54M				
Title on Project:	Lead Process Mechanical Engineer				
Individual's Duties & Responsibilities:	Responsible for the mechanical process design of the wastewater treatment facility, pump stations and the process components as listed above.				
Individual's Start Date on Project: MM/YY	02/10	**Individual's End Date on Project: MM/YY**	12/12		
Individual's Total Time on Project: (in months)	30	**% of time spent on Qualifying activities**	80	**Qualifying time: (in months)**	24
Project Name:	**Design-Build-Operate Services for CSO Facility and WWTP Improvements**				
Project Description:	Mechanical Engineer. Design and construction of a $24 million design-build combined sewer overflow facility, including a 103-mgd pumping station; screening, disinfection, dechlorination facilities; and odor control facilities required to eliminate a major overflow on the Connecticut River.				
Project Owner:	City of Holyoke, Massachusetts				
Contact Information:	William Fuqua, Former DPW General Superintendent at City of Holyoke T: 413-452-1346 E: bill.Fuqua@waterandsewer.org				
Project Cost Value	$24M				
Title on Project:	Lead Process Mechanical Engineer				
Individual's Duties & Responsibilities:	Responsible for the mechanical process design of the wastewater treatment facility, pump stations and the process components as listed above.				
Individual's Start Date on Project: MM/YY	6/2004	**Individual's End Date on Project: MM/YY**	10/2007		

Project Name:	**Deer Island Treatment Plant Improvements On-Call Contracts**				
Project Description:	Mechanical Engineer: Participated in design of the 350-mgd wastewater treatment plant on Deer Island for the MWRA's Boston Harbor cleanup project. Developed plans and specifications, reviewed shop drawings, and provided technical support during construction. Assisted in the design of the treatment system, which included facilities for grit removal, odor control, channel aeration, and pure oxygen, along with four batteries of covered stacked primary clarifiers, stacked secondary clarifiers, and oxygen reactors. Contributed to the design of the 400-mgd South System pump station, plantwide utilities, and secondary treatment systems.				
Project Owner:	Massachusetts Water Resources Authority,				
Contact Information:	Ray Snyder, Engineering Senior Program Manager Office 617.660.7874; Cell 978.836.2499 ray.snyder@mwra.state.us.us				
Project Cost Value	$4.2 Billion				
Title on Project:	Mechanical Engineer				
Individual's Duties & Responsibilities:	Responsible for the mechanical process design of the wastewater treatment facility, pump stations and the process component improvements.				
Individual's Start Date on Project: MM/YY	01/1990	**Individual's End Date on Project: MM/YY**	12/1998		
Individual's Total Time on Project: (in months)	96	**% of time spent on Qualifying activities**	40%	**Qualifying time: (in months)**	28
Explain gaps in chronology for qualifying experience:	The projects presented here are the most relevant to the Bay Park Diversion project. Chris has worked full-time for AECOM for 30+ years and has been involved in hundreds of projects over that timeframe.				

Total Time: Identify the total time the Individual spent on the project (start date to end date, in months)
% of time on Qualifying activities: Identify the percentage of time spent performing qualifying activities during the Total Time.
Qualifying Time: Calculate the percentage of time spent performing qualifying activities by the total time to determine the number of qualifying months meeting the experience required for the Key Personnel title on the proposed Design Build project.
Example: Total Time on project is 12 months (1st box) with 50% of time spent on qualifying activities (2nd box) equals 6 months of qualifying time (3rd box).

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Individual's Information				
Name of Respondent:	**AECOM**			
Name of Firm (if subcontractor):				
Individual's Name:	**Verya Nasri, PhD, PE**			
Is Individual a Licensed Professional Engineer?	**Yes:**	X	**No:**	
If so, Professional Engineering License Number:	NY [redacted]			
Education:	Post-Doctoral Studies, Tunnelling Risk Analysis, Massachusetts Institute of Technology PhD, Geotechnical and Structural Engineering, Ecole Centrale Paris			
Years with this Firm:	12			
Total Years of Experience:	34			
Key Personnel Role:	**Civil Engineering Subject Matter Expert**			
Provide Time Committed to Proposed Project in next row:				
10/2019 to 9/2020	15%			
10/2020 to 9/2021	25%			
10/2021 to 9/2022	25%			
10/2022 to 9/2023	25%			
10/2023 to 9/2024	25%			
Individual's Past Relevant Experience				
Total number of years of experience meeting the requirements stated in RFQ for the title above:	12			
The information provided below should confirm the total years stated in the above row.				
Project Name:	**Second Avenue Subway Project, New York, NY**			
Project Description:	2.4 miles 22 ft diameter TBM tunnels, two large and shallow station caverns			
Project Owner:	Metropolitan Transportation Authority			
Contact Information:	Anil Parikh, Program Executive, 646 252 3234, aparikh@mtacc.info			
Project Cost Value	$4.5 B			
Title on Project:	Chief Tunnel Engineer			

Individual's Duties & Responsibilities:	Chief Tunnel Engineer in charge of the design and construction support				
Individual's Start Date on Project: MM/YY	01/2007	**Individual's End Date on Project: MM/YY**	01/2012		
Individual's Total Time on Project: (in months)	60	**% of time spent on Qualifying activities**	%100	**Qualifying time: (in months)**	60
Project Name:	**Indianapolis Deep Rock Conveyance and Storage Tunnel, Indianapolis, IN**				
Project Description:	9.8 miles, 20 ft diameter TBM tunnel conveyance and storage tunnel				
Project Owner:	Citizens Energy Group				
Contact Information:	Michael Miller, Program Director, 317 429 3565, mmiller2@citizenenergygroup.com				
Project Cost Value	$2.0 B				
Title on Project:	Chief Tunnel Engineer				
Individual's Duties & Responsibilities:	Chief Tunnel Engineer in charge of the design and construction support				
Individual's Start Date on Project: MM/YY	02/2012	**Individual's End Date on Project: MM/YY**	07/2014		
Individual's Total Time on Project: (in months)	30	**% of time spent on Qualifying activities**	%100	**Qualifying time: (in months)**	30
Project Name:	**South Hartford Conveyance and Storage Tunnel, Hartford, CT**				
Project Description:	4.1 miles, 22 ft diameter TBM tunnel conveyance and storage tunnel				
Project Owner:	Metropolitan District Commission				
Contact Information:	William Hogan, Project Manager, 860 278 7850 ext. 3417, whogan@themdc.com				
Project Cost Value	$2.1 B				
Title on Project:	Chief Tunnel Engineer				
Individual's Duties & Responsibilities:	Chief Tunnel Engineer in charge of the design and construction support				
Individual's Start Date on Project: MM/YY	08/2014	**Individual's End Date on Project: MM/YY**	02/2019		
Individual's Total Time on Project: (in months)	54	**% of time spent on Qualifying activities**	%100	**Qualifying time: (in months)**	54
Explain gaps in chronology for qualifying experience:					

Total Time: Identify the total time the Individual spent on the project (start date to end date, in months)
% of time on Qualifying activities: Identify the percentage of time spent performing qualifying activities during the Total Time.
Qualifying Time: Calculate the percentage of time spent performing qualifying activities by the total time to determine the number of qualifying months meeting the experience required for the Key Personnel title on the proposed Design Build project.
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Individual's Information				
Name of Respondent:	**AECOM**			
Name of Firm (if subcontractor):				
Individual's Name:	**Mark McClenahan, CPE**			
Is Individual a Licensed Professional Engineer?		**Yes:**		**No:** X
If so, Professional Engineering License Number:				
Education:	Utah State University; State University of NY-Oneonta; Hudson Valley Community College CPE Certification: 1.4-000508-0707			
Years with this Firm:	6			
Total Years of Experience:	36			
Key Personnel Role:	**Procurement Specialist**			
Provide Time Committed to Proposed Project in next row:				
10/2019 to 9/2020	55%			
10/2020 to 9/2021	20%			
10/2021 to 9/2022	20%			
10/2022 to 9/2023	20%			
10/2023 to 9/2024	20%			
Individual's Past Relevant Experience				
Total number of years of experience meeting the requirements stated in RFQ for the title above:	6			
The information provided below should confirm the total years stated in the above row.				
Project Name:	**GLOBALFOUNDRIES FAB 8.2**			
Project Description:	New EPC Computer Chip Manufacturing Facility			
Project Owner:	GLOBALFOUNDRIES			
Contact Information:	Gerald Goff, Director Facilities Construction & Infrastructure, 400 Stonebreak Road Ext., Malta, NY 12020 +1 518-305-9013			
Project Cost Value	$1.1B USD			
Title on Project:	Commercial Manager			

Individual's Duties & Responsibilities:	Commercial Management, Estimating, Procurement & Change Management, Site/Civil, Architectural, Structural Bid Packages				
Individual's Start Date on Project: MM/YY	08/09	**Individual's End Date on Project: MM/YY**	08/12		
Individual's Total Time on Project: (in months)	36	**% of time spent on Qualifying activities**	100	**Qualifying time: (in months)**	36
Project Name:	**McLoughlin Point WWTP**				
Project Description:	New Design-Build WWTP for the City of Victoria, BC Canada				
Project Owner:	Capital Regional District (CRD)				
Contact Information:	Dave Clancy, CRD Project Director, 625 Fisgard Street, PO Box 1000, Victoria, BC V8W 2S6, +1 250-360-3000 daveclancy13@gmail.com				
Project Cost Value	$275MM CAD				
Title on Project:	Lead Estimator, Procurement Lead, Constructability				
Individual's Duties & Responsibilities:	Procurement of Process Equipment Bid Packages, Estimating Lead, Constructability Reviews, Value Engineering				
Individual's Start Date on Project: MM/YY	08/13	**Individual's End Date on Project: MM/YY**	12/17		
Individual's Total Time on Project: (in months)	52	**% of time spent on Qualifying activities**	50	**Qualifying time: (in months)**	26
Project Name:	**North End Sewage Treatment Plant (NEWPCC)**				
Project Description:	New Design-Build WWTP for the City of Winnipeg, MN Canada				
Project Owner:	City of Winnipeg, MN Canada				
Contact Information:	Simon Baker, Project Director, 99 Commerce Drive, Winnipeg, MN Canada +1 204-928-8332				
Project Cost Value	$1.1B CAD				
Title on Project:	Lead Estimator, Procurement Lead, Scheduling, Risk Manager				
Individual's Duties & Responsibilities:	Procurement of Major Design-Build Bid Packages, Estimating Lead, Constructability Reviews, Value Engineering, Risk Management				
Individual's Start Date on Project: MM/YY	04/17	**Individual's End Date on Project: MM/YY**	Current (05/19)		
Individual's Total Time on Project: (in months)	25	**% of time spent on Qualifying activities**	20	**Qualifying time: (in months)**	5
Project Name:	**SLC Water Resource Facility – Nutrient Facility Upgrades**				
Project Description:	New Wastewater Treatment Facility				
Project Owner:	Salt Lake City Department of Public Utilities				
Contact Information:	James Marx, Project Director, 756 E. Winchester St., Salt Lake City, UT +1 202-787-2514				

Project Cost Value	$500MM				
Title on Project:	Lead Estimator, Procurement, Scheduling, Constructability				
Individual's Duties & Responsibilities:	Cost Estimating, Procurement – All Bid Packages, Construction Scheduler, Value Engineering, Constructability Reviews				
Individual's Start Date on Project: MM/YY	10/18	**Individual's End Date on Project: MM/YY**	Current (05/19)		
Individual's Total Time on Project: (in months)	6	**% of time spent on Qualifying activities**	50	**Qualifying time: (in months)**	3
Project Name:	**Rockville CT Water Treatment Plant Upgrade**				
Project Description:	Design-Build Upgrade to Water Treatment Facility				
Project Owner:	The Connecticut Water Company (For the City of Rockville, CT) 93 West Main Street, Clinton, CT 06413				
Contact Information:	Brian Daly, Project Director, 250 Apollo Drive, Chelmsford, MA +1 978-905-2527				
Project Cost Value	$25MM				
Title on Project:	Lead Estimator, Procurement Lead				
Individual's Duties & Responsibilities:	Cost Estimating, Procurement – Process Equipment Bid Packages				
Individual's Start Date on Project: MM/YY	07/14	**Individual's End Date on Project: MM/YY**	02/16		
Individual's Total Time on Project: (in months)	20	**% of time spent on Qualifying activities**	25	**Qualifying time: (in months)**	5
Explain gaps in chronology for qualifying experience:	No gaps				

Total Time: Identify the total time the Individual spent on the project (start date to end date, in months)
% of time on Qualifying activities: Identify the percentage of time spent performing qualifying activities during the Total Time.
Qualifying Time: Calculate the percentage of time spent performing qualifying activities by the total time to determine the number of qualifying months meeting the experience required for the Key Personnel title on the proposed Design Build project.
Example: Total Time on project is 12 months (1st box) with 50% of time spent on qualifying activities (2nd box) equals 6 months of qualifying time (3rd box).

ATTACHMENT 3.2

KEY PERSONNEL RESUME FORM
SUMMARY OF INDIVIDUAL'S EXPERIENCE

This form shall be completed by the Respondent for the Key Personnel indicated in RFQ. Add lines/pages as necessary. Under "Contact Information" of the Individual's past Relevant Experience section, provide the contact name, phone number, and e-mail address for the Project Owner. NYSDEC reserves the right to contact any Project Owner to verify the information provided. "Project Owner" is not a Prime Consultant or Prime Contractor for which the Firm served as a subconsultant or subcontractor. "Project Name" should include the relevant contract number if available. Relevant experience shall be listed in chronological order, starting with the most recent project. Use N/A where an answer is not necessary or applicable.

Individual's Information					
Name of Respondent:	**AECOM**				
Name of Firm (if subcontractor):	**Nova Consulting and Engineering, LLC**				
Individual's Name:	**Rachel Ferradaz, PE**				
Is Individual a Licensed Professional Engineer?		**Yes:**	X	**No:**	
If so, Professional Engineering License Number:	[redacted]				
Education:	BS, Civil Engineering, Florida State University, 2000				
Years with this Firm:	14				
Total Years of Experience:	19				
Key Personnel Role:	**Scheduler**				
Provide Time Committed to Proposed Project in next row:					
10/2019 to 9/2020	45%				
10/2020 to 9/2021	100%				
10/2021 to 9/2022	100%				
10/2022 to 9/2023	100%				
10/2023 to 9/2024	100%				
Individual's Past Relevant Experience					
Total number of years of experience meeting the requirements stated in RFQ for the title above:	7				
The information provided below should confirm the total years stated in the above row.					
Project Name:	**Wards Island WWTP Grit Chamber Rehabilitation**				
Project Description:	Process and facility upgrades at the Bronx and Manhattan grit chambers				
Project Owner:	New York City Department of Environmental Protection				
Contact Information:	Nayan Shah | Portfolio Manager, BEDC (o) (718) 595-6129 (c) (347) 585-4265 NaShah@dep.nyc.gov				
Project Cost Value	$124,500,000				

Title on Project:	Project Controls Engineer				
Individual's Duties & Responsibilities:	CPM scheduling which included developing, reviewing, and submitting monthly schedules and forecasting the following month's schedule; coordinating with the project's construction manager and contractors on status and updates to the master schedule; providing input on the monthly Issues & Task Report; developing the monthly Schedule Analysis Report for submittal to the NYCDEP; and supported the claims analysis/management				
Individual's Start Date on Project: MM/YY	07/12	**Individual's End Date on Project: MM/YY**	04/14		
Individual's Total Time on Project: (in months)	9 months	**% of time spent on Qualifying activities**	50%	**Qualifying time: (in months)**	4.5 months
Project Name:	**Wards Island WWTP Grit Chamber Bar Screen Replacement**				
Project Description:	Reconstruction of the grit/bar screening equipment, which will allow better screening collection and management, as well as minimize flooding				
Project Owner:	New York City Department of Environmental Protection				
Contact Information:	Sara Flesch, P.E., BEDC (c) (201) 870-5611 sflesch@dep.nyc.gov				
Project Cost Value	$13,200,000.00				
Title on Project:	Project Controls Engineer				
Individual's Duties & Responsibilities:	Scheduling services based on the industry standard, critical path method (CPM) using Primavera P6 software. Services include working with the contractor on status and updates to the baseline schedule; providing input on the monthly Issues & Tasks report, and producing the monthly Schedule Analysis Report for submittal to the NYCDEP				
Individual's Start Date on Project: MM/YY	11/14	**Individual's End Date on Project: MM/YY**	01/17		
Individual's Total Time on Project: (in months)	26 months	**% of time spent on Qualifying activities**	30%	**Qualifying time: (in months)**	7.8 months
Project Name:	**Port Richmond WWTP – Total Residual Chlorine Program**				
Project Description:	Involves the construction of the de-chlorination facilities and equipment				
Project Owner:	New York City Department of Environmental Protection				
Contact Information:	Alkesh Patel, P.E., Accountable Manager, BEDC (o) (718) 595-5923 | (m) (646)927-9845 Alpatel@dep.nyc.gov				
Project Cost Value	$6,000,000				
Title on Project:	Project Controls Engineer				
Individual's Duties & Responsibilities:	Monthly analysis of the contractor's CPM schedule updates, monthly reporting and forecasting the schedule milestones throughout the life of				

	the project, and developing the final delay analysis upon project completion				
Individual's Start Date on Project: MM/YY	12/12	**Individual's End Date on Project: MM/YY**	05/16		
Individual's Total Time on Project: (in months)	42 months	**% of time spent on Qualifying activities**	50%	**Qualifying time: (in months)**	21 months
Project Name:	**Coney Island, & North River WWTPs, Total Residual Chlorine Program**				
Project Description:	Involves upgrades to each plant's de-chlorination facilities				
Project Owner:	New York City Department of Environmental Protection				
Contact Information:	Alkesh Patel, P.E., Accountable Manager, BEDC (o) (718) 595-5923 | (m) (646)927-9845 Alpatel@dep.nyc.gov				
Project Cost Value	$17,900,000				
Title on Project:	Project Controls Engineer				
Individual's Duties & Responsibilities:	Monthly analysis of the contractor's CPM schedule updates, monthly reporting and forecasting the schedule milestones throughout the life of the project, and developing the final delay analysis upon project completion				
Individual's Start Date on Project: MM/YY	08/14	**Individual's End Date on Project: MM/YY**	08/18		
Individual's Total Time on Project: (in months)	48 months	**% of time spent on Qualifying activities**	20%	**Qualifying time: (in months)**	9.6 months
Project Name:	**26th Ward WWTP High-Level Main Sewage Pump Replacement**				
Project Description:	Replacement of three high level main sewage pumps				
Project Owner:	New York City Department of Environmental Protection				
Contact Information:	Joanna Heim, P.E., LEED AP, Accountable Manager, BEDC (o) (718) 647-6510 Ext. 201 | (f) (718) 647-3658 heimj@dep.nyc.gov				
Project Cost Value	$11,700,000.00				
Title on Project:	Project Controls Engineer				
Individual's Duties & Responsibilities:	Monthly analysis of the contractor's CPM schedule updates, monthly reporting and forecasting the schedule milestones throughout the life of the project, and developing the final delay analysis upon project completion				
Individual's Start Date on Project: MM/YY	06/15	**Individual's End Date on Project: MM/YY**	04/19		
Individual's Total Time on Project: (in months)	47 months	**% of time spent on Qualifying activities**	25%	**Qualifying time: (in months)**	11.75 months

Project Name:	**26th Ward WWTP Primary Treatment Modifications**				
Project Description:	Constructing a new preliminary settling tank, rehabilitating the existing four preliminary settling tanks, installing a new interim grit facility, new blowers and piping, a new MCC building, and a new flow diversion structure				
Project Owner:	New York City Department of Environmental Protection				
Contact Information:	Joanna Heim, P.E., LEED AP, Accountable Manager, BEDC (o) (718) 647-6510 Ext. 201 | (f) (718) 647-3658 heimj@dep.nyc.gov				
Project Cost Value	$117,200,000.00				
Title on Project:	Project Controls Engineer				
Individual's Duties & Responsibilities:	Monthly analysis of the contractor's CPM schedule updates, monthly reporting and forecasting the schedule milestones throughout the life of the project, and developing the final delay analysis upon project completion				
Individual's Start Date on Project: MM/YY	01/16	**Individual's End Date on Project: MM/YY**	On going		
Individual's Total Time on Project: (in months)	41 months +	**% of time spent on Qualifying activities**	25%	**Qualifying time: (in months)**	10.25 months +

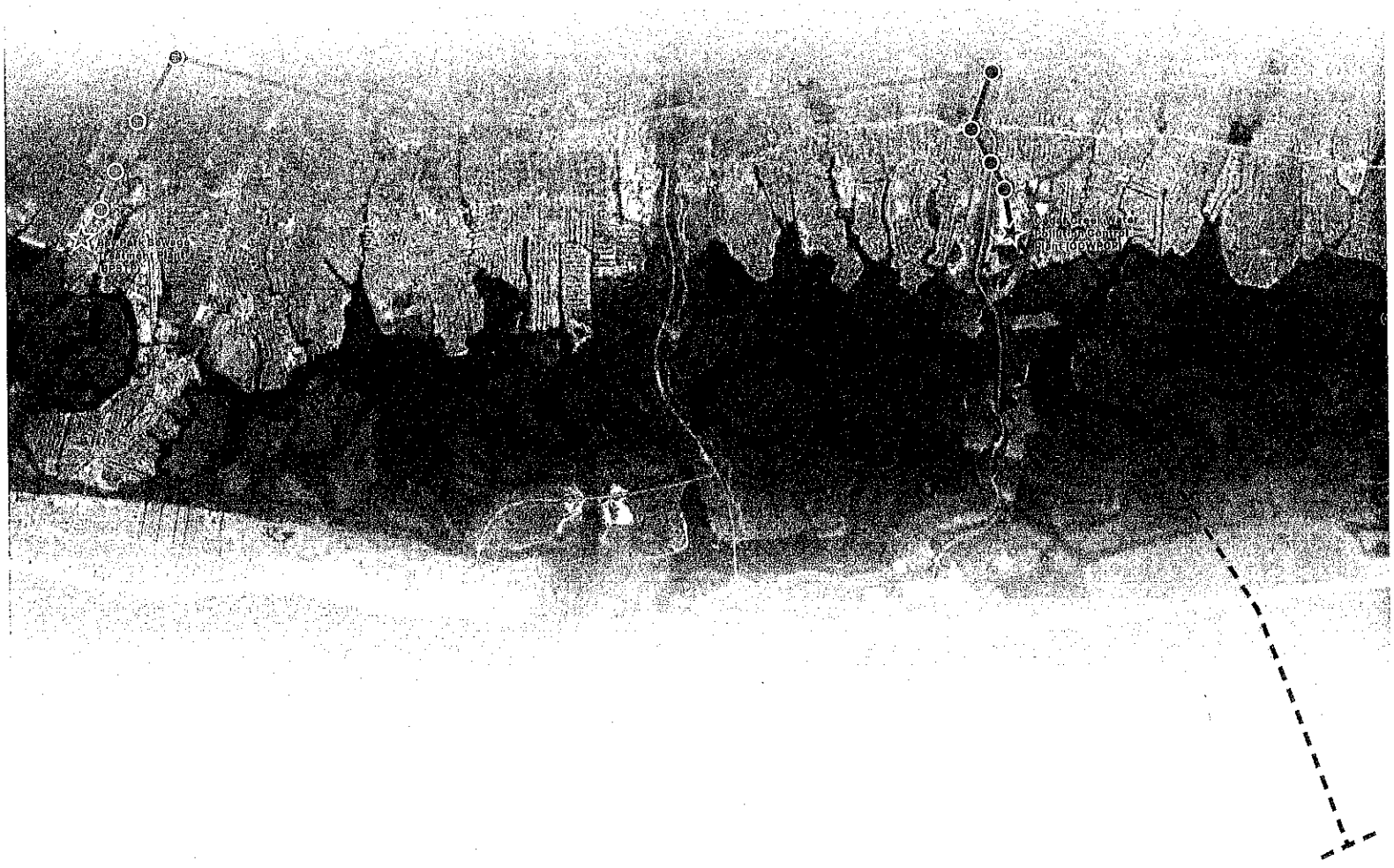
Project Name:	**NC-159 Newtown Creek De-Chlorination Facility**				
Project Description:	Involves upgrades to each plant's de-chlorination facilities				
Project Owner:	New York City Department of Environmental Protection				
Contact Information:	Eric R. Lehan, P.E., M. ASCE, Accountable Manager, BEDC (o) (646) 906-5003 elehan@dep.nyc.gov				
Project Cost Value	$9,900,000.00				
Title on Project:	Project Controls Engineer				
Individual's Duties & Responsibilities:	Monthly analysis of the contractor's CPM schedule updates, monthly reporting and forecasting the schedule milestones throughout the life of the project, and developing the final delay analysis upon project completion				
Individual's Start Date on Project: MM/YY	08/17	**Individual's End Date on Project: MM/YY**	On going		
Individual's Total Time on Project: (in months)	22 months +	**% of time spent on Qualifying activities**	15%	**Qualifying time: (in months)**	3.3 months +

Project Name:	**Bowery Bay WWTP Power Distribution System**
Project Description:	Demolition of 208V and 480V electrical equipment, upgrading/consolidation of electrical systems, and installation of a new main substation and a new electrical control building
Project Owner:	New York City Department of Environmental Protection

Contact Information:	John Romano, P.E., Accountable Manager, BEDC (o) 718-595-6103 | (c) (347) 461-7383 jromano@dep.nyc.gov				
Project Cost Value	$50,000,000.00				
Title on Project:	Project Controls Engineer				
Individual's Duties & Responsibilities:	Monthly analysis of the contractor's CPM schedule updates, monthly reporting and forecasting the schedule milestones throughout the life of the project, and developing the final delay analysis upon project completion				
Individual's Start Date on Project: MM/YY	09/15	**Individual's End Date on Project: MM/YY**	On going		
Individual's Total Time on Project: (in months)	44 months +	**% of time spent on Qualifying activities**	35%	**Qualifying time: (in months)**	15.4 months +
Explain gaps in chronology for qualifying experience:					

Total Time: Identify the total time the Individual spent on the project (start date to end date, in months)
% of time on Qualifying activities: Identify the percentage of time spent performing qualifying activities during the Total Time.
Qualifying Time: Calculate the percentage of time spent performing qualifying activities by the total time to determine the number of qualifying months meeting the experience required for the Key Personnel title on the proposed Design Build project.
Example: Total Time on project is 12 months (1st box) with 50% of time spent on qualifying activities (2nd box) equals 6 months of qualifying time (3rd box).

Project Information Forms
Attachment 3.3



ATTACHMENT 3.3

PROJECT INFORMATION FORM (PAGE 1)

Complete a copy of this form for each past project (between three and five projects) in accordance with Sections 2.3 and 3.2 of the RFQ. Do not alter the Form, other than typing in text. Fields may be expanded to accommodate additional text, as long as completed Form is no more than four (4) pages in length. Do not include photographs or web links. NYSDEC reserves the right to contact any Owner to verify the information provided.

Respondent	**AECOM**					
Name of firm (if subcontractor)						
Role of firm	Prime Consultant					
Experience (years)	Waste Water:	100+	Water:	100+	Design-Build:	25

DESCRIPTION OF PAST PROJECT

Name of project	**Government Cut Force Main and Water Main Replacement**
Location	Miami-Dade County, Florida
Brief description	AECOM was contracted by MDWASD as their Design Criteria Professional and Owner's Representative for their first design-build project to develop the design criteria package and procurement documents for a replacement of MDWASD's 54-inch Force Main (FM) that extends from Miami Beach to Fisher Island. The existing FM, which was originally installed using PCCP pipe and cut- and cover methods of construction, was deteriorating due to defective pipe and was also in conflict with the Miami Harbor program to deepen the main shipping channel to increase the Port of Miami's (POM) capacity to accommodate the Post-Panamax "Super" Ships. AECOM prepared the procurement documents for MDWASD that included design criteria, specifications, conceptual plans, GBR, and acquired all environmental resources permits for the scaled back project. AECOM also assisted in the successful procurement of a Design-Builder. Since design-build was relatively new to MDWASD, AECOM developed a qualification and value-based selection process and assisted with advertising, negotiating, and award of the contract. The procurement process was highly successful and has served as a model for future MDWASD design-build procurements. The procurement approach encouraged design-build teams to propose value-added alternatives that would reduce project costs. The selected Design-Builder proposed an alternate that allowed the water main to be constructed with a 30-inch OD HDD bore. The proposal was accepted and successfully implemented at a cost savings to MDWASD.

Nature of work / duties firm was responsible for	– Program Implementation Plan – Risk Management Workshops – Stakeholder coordination and public relations – Alignment analysis – Hydraulic analysis – Basis of Design Reporting – Topographic and bathymetry surveys – Contamination Screening – Benthic Resource Characterization – 30% design criteria plans and specifications – Right of Way Engineering - legal descriptions and parcel surveys for land rights acquisition. – Geotechnical data reporting and baseline reporting – Utility relocation planning – CPM schedule and Class 2 cost estimating – ROW/easement acquisition services – Environmental resource permitting – Industry outreach workshops – Technical advisor to Selection Committee non-voting) – Contracting and negotiation assistance – Criteria engineering review services – Limited construction support services – Claims review services – Specialty inspections – Close-out/certification of final resource permits		
Past project aspects/similarities to the Project in this RFQ	– Procurement RFQ/RFP and contract documents for a pipeline replacement design-build project using horizontal directional drilling and micro-tunnel boring techniques – Design-Build project implementation providing technical, risk management and procurement lessons learned applicable to this work – AECOM developed effective design-build procurement approach which has served as model for future MDWASD projects		
List any awards or citations received	2014 DBIA Project of the year		
Involved Design QA?	Yes	**Involved Construction QA?**	Yes
Owner details (department, agency, authority, etc.)	**Owner Name**	Miami-Dade Water and Sewer Department	
	Address	3071 SW 38th Avenue Miami, FL 33146	
	Contact name	Mr. Lin Li, Project Manager	
	Telephone and e-mail	786.865.8892 lin.li@miamidade.gov	
	Contract Reference #	E07-WASD-09	
Contract Award Date	04/2009	**Final Contract Value (US$):**	inal ee: $6.5 M (preliminary design; procurement assistance; construction phase services) inal onstruction ost: $77 M

ATTACHMENT 3.3 (Page 2)

PROJECT INFORMATION FORM (PAGE 2)

RESPONDENT	**AECOM**		
Name of firm			
DESCRIPTION OF PROJECT PERFORMANCE			
Name of project from page 1	**Government Cut Force Main and Water Main Replacement**		
Contract Value as Bid (if applicable): (US$)	Engineering Contract: $6.5M	**Final Contract Value (US$):**	Engineering Contract: $6.5M Construction Contract Value – $77M (inclusive of contingencies + dedicated allowances)
% of total work done by Firm:	72%	**Commencement date:**	04/2009
Planned completion date as bid or proposed:	10/2013	**Actual completion date:**	10/2013
Any Litigation? (yes or no):	No	**Total Claim (US$)**	N/A
Liquidated Damages >$25k (yes/no):	No	**Total Assessment (US$)**	N/A
Key Personnel Change Assessment Fee (yes/no):	No	**Total Fee (US$)**	N/A
M/WBE, DBE or SDVOB Compliance Goals in Contract (as % of final contract value)	26%	**M/WBE, DBE or SDVOB Attainment (final or current projection % of final contract value)**	28%

NARRATIVE

1) Self-Assessment:

AECOM was successful in helping the client implement their first water/wastewater design-build procurement. As a testament to the success of the procurement and the project, the procurement process used on this project has been used a model on subsequent design-build projects for this client.

2) Explanations:

N/A – project completed on schedule and on budget as planned.

Use the space below to explain any or all of the following situations if they occurred on the project:

a. Final Contract Value or Expected Contract Value exceeds the Contract Value as Bid. Describe the reason(s) why the project costs were over budget.

b. Justification of why the project is/was behind schedule.

c. Amount of Claims is greater than $0. Detail the number and amount of each claim.

d. Litigation. Describe background behind litigation, current status, etc.

e. Amount of Liquidated Damages greater than $25,000. Detail the number of issues and amount of Liquidated Damages for each issue.

f. Key Personnel Change Assessment Fee – Detail the number of fees assessed and the total value assessed to date.

ATTACHMENT 3.3

PROJECT INFORMATION FORM (PAGE 1)

Complete a copy of this form for each past project (between three and five projects) in accordance with Sections 2.3 and 3.2 of the RFQ. Do not alter the Form, other than typing in text. Fields may be expanded to accommodate additional text, as long as completed Form is no more than four (4) pages in length. Do not include photographs or web links. NYSDEC reserves the right to contact any Owner to verify the information provided.

Respondent	**AECOM**					
Name of firm (if subcontractor)						
Role of firm	Prime Consultant					
Experience (years)	Waste Water:	100+	Water:	100+	Design-Build:	25

DESCRIPTION OF PAST PROJECT	
Name of project	**Norris Cut Force Main Replacement Tunnel**
Location	Miami-Dade County, Florida
Brief description	AECOM was contracted to assist Miami-Dade Water and Sewer Department replace a critical force main under Norris Cut after it was found to be in imminent threat of failure. The project was successfully implemented using design-build delivery in less than five years with AECOM serving as MDWASD's criteria professional, procurement consultant, and owner's representative from project conception to final construction and commissioning. The project consisted of replacing a critical existing sanitary sewage force main (FM) pipeline under Norris Cut from the Central District Wastewater Treatment Plant (CDWWTP) to Fisher Island. The existing 54-inch pipeline consisted of pre-stressed concrete cylinder pipe and transmits all sewage collected from Miami Beach, Surfside, Bal Harbor, Bay Harbor, North Bay Village and Fisher Island to the CDWWTP on Virginia Key for treatment and disposal, and there would have been disastrous consequences if it ruptured. AECOM performed a preliminary design; **prepared design criteria documents for a design-build tender; assisted MDWASD in permitting, public outreach, and procuring a design-build team; and performed engineering services during final design and construction**. The Norris Cut Tunnel includes 5,300 linear feet of 10-ft diameter TBM-mined tunnel with a pre-cast concrete segmental liner at 80 to 90 feet below existing grade. The tunnel passed under Norris Cut with approximately 40 feet of cover. Ground conditions consisted of a highly pervious and variable coralline limestone formation with pockets and layers of clean sand.

Nature of work / duties firm was responsible for	– Route Selection/Preliminary Design – Preparation of Design Criteria Documents – Geotechnical and Geophysical Investigations – Bathymetric and topographic Surveys – Geotechnical Data and Baseline Reports – Permitting and Community Outreach – Right of Way Engineering and property acquisition – Preparation of Procurement Documents – Evaluation of Design-Build Tender Submittals – Negotiation assistance leading to contract award – Engineering Services during Final Design – Owner's representative overseeing compliance during the construction phase – Final certification/close-out and settlement of all outstanding contractual matters		
Past project aspects/similarities to the Project in this RFQ	– Design-Build project implementation providing technical, risk management and procurement lessons learned applicable to this work – Trenchless installations and horizontal directional drilling technology – Complex environmental permitting process for a sub-aqueous coastal tunnel crossing sensitive areas – Aggressive schedule – successfully replaced the force main in a 4½ year period from project inception to being placed in service – Successful project implementation eliminated risk of environmental disaster associated with leakage into sensitive ecological habitats		
List any awards or citations received	ASCE Florida Section, Category II- Honorable Mention, Project of the Year, 2015		
Involved Design QA?	Yes	**Involved Construction QA?**	Yes
Owner details (department, agency, authority, etc.)	**Owner Name**: Miami-Dade Water and Sewer Department **Address**: 3071 SW 38th Avenue Miami, FL 33146 **Contact name**: Mr. Lin Li, Project Manager **Telephone and e-mail**: 786.865.8892 lin.li@miamidade.gov **Contract Reference #**: E07-WASD-09 (Phase 2)		
Contract Award Date	4/2012	**Final Contract Value (US$):**	inal ee: $2.0M (Engineering; Permitting; Procurement; and Construction Phase Services) Total esign uild ontract alue: $72M (Construction cost and dedicated allowances)

ATTACHMENT 3.3 (Page 2)

PROJECT INFORMATION FORM (PAGE 2)

RESPONDENT	**AECOM**		
Name of firm			
DESCRIPTION OF PROJECT PERFORMANCE			
Name of project from page 1	**Norris Cut Force Main Replacement Tunnel**		
Contract Value as Bid (if applicable): (US$)	Engineering ontract: $2M	**Final Contract Value (US$):**	Engineering ontract: $2M onstruction ontract alue: $72M (inclusive of contingencies + dedicated allowances)
% of total work done by Firm:	72%	**Commencement date:**	04/2012
Planned completion date as bid or proposed:	12/2016	**Actual completion date:**	12/2016
Any Litigation? (yes or no):	No.	**Total Claim (US$)**	N/A
Liquidated Damages >$25k (yes/no):	No	**Total Assessment (US$)**	N/A
Key Personnel Change Assessment Fee (yes/no):	No.	**Total Fee (US$)**	N/A
M/WBE, DBE or SDVOB Compliance Goals in Contract (as % of final contract value)	26%	**M/WBE, DBE or SDVOB Attainment (final or current projection % of final contract value)**	28%

NARRATIVE

1) Self-Assessment:

This successful project received industry recognition in the form of honorable mention for project of the year in 2015 from the ACSE Florida Section. AECOM played a key role in helping the project meet the needed schedule, which was a driving reason that design-build was used for this project.

2) Explanations:

N/A – project completed on time and on budget as planned.

Use the space below to explain any or all of the following situations if they occurred on the project:

a. Final Contract Value or Expected Contract Value exceeds the Contract Value as Bid. Describe the reason(s) why the project costs were over budget.

b. Justification of why the project is/was behind schedule.

c. Amount of Claims is greater than $0. Detail the number and amount of each claim.

d. Litigation. Describe background behind litigation, current status, etc.

e. Amount of Liquidated Damages greater than $25,000. Detail the number of issues and amount of Liquidated Damages for each issue.

f. Key Personnel Change Assessment Fee – Detail the number of fees assessed and the total value assessed to date.

ATTACHMENT 3.3

PROJECT INFORMATION FORM (PAGE 1)

Complete a copy of this form for each past project (between three and five projects) in accordance with Sections 2.3 and 3.2 of the RFQ. Do not alter the Form, other than typing in text. Fields may be expanded to accommodate additional text, as long as completed Form is no more than four (4) pages in length. Do not include photographs or web links. NYSDEC reserves the right to contact any Owner to verify the information provided.

Respondent	**AECOM**					
Name of firm (if subcontractor)						
Role of firm	Program and Construction Management / Owner Representative					
Experience (years)	Waste Water:	100+	Water:	100+	Design-Build:	25
DESCRIPTION OF PAST PROJECT						
Name of project	**Blue Plains Tunnel Dewatering Pump Station / Enhanced Clarification Facility (TDPS/ECF)**					
Location	Washington, DC					
Brief description	AECOM has provided Program and Construction Management Services at Blue Plains WWTP for several years, and is now completing the single largest capital improvement program ever undertaken by the utility; a $3.8 billion, 10-year Capital Improvements Program that includes a series of permit and consent decree required projects to meet more stringent Chesapeake Bay Nitrogen Discharge requirements. One key Design-Build project was as follows: **Design-Build Tunnel Dewatering Pump Station & Enhanced Clarification Project** This Project is integral to DC Water's Total Nitrogen and Wet-Weather (TN/WW) plan, mandated by federal consent decree. AECOM supported DC Water to optimize the benefits of utilizing Design-Build procurement that promoted innovation by the Design-Build (DB) entities while requiring them to meet mandatory technical requirements and remain responsive to DC Water's project objectives. AECOM's developed a concept design with specific quality and performance requirements for the new facilities, and assisted DC Water in technical discussions with Federal EPA to gain regulatory acceptance. **Procurement Phase.** AECOM conducted a thorough industry outreach to notify and engage industry major firms and the local contracting community, and integrated their comments into the project delivery strategy and procurement process. AECOM prepared procurement documents and the Design Build contract, and assisted DC Water to conduct a fixed price lump sum two-step, RFQ and RFP process, with a "best value" selection that incorporated both non-price and pricing factors. Due to the Project size and complexity, it attracted five (5) strong joint venture DB teams. AECOM assisted the DC Water Selection Committee to evaluate qualifications and experience, and three (3) DB teams were shortlisted to participate in an enhanced RFP process. This process incorporated confidential / proprietary meetings with each DB team for DC Water to entertain and evaluate proposed technical alternates and obtain Preliminary Technical Proposals which increased innovation, competiveness and reliability of Technical Proposals. After receipt, review, evaluation of Technical Proposals and interviews followed by final scoring of Technical Proposals, Price Proposals were opened and evaluated and scored. DB teams were ranked on the "best value" calculation specified in the RFP, and the top ranked DB team was selected and approved by DC Water as Design Builder.						

	The DB procurement process resulted in a selection that provided the highest value Technical Proposal with the lowest fixed lump sum Price, approximately $20 Million under the DC Water estimated cost **Construction and Commissioning.** During design and construction, AECOM reviewed design submittals, technical evaluation of site issues, and commercial evaluation of risk issues and potential Owner directed changes. During testing and commissioning AECOM reviewed Design Builder performance to validate design intent and specified Contract performance tests. The Project has met consent decree requirements and is successfully receiving and treating wet weather flows to improve water quality of the Washington's Potomac River for both recreation and commercial interests.
Nature of work / duties firm was responsible for:	– Developed project delivery strategy for Design Build for a large wet weather facility for 250 mgd, expandable to 500mgd, to include a 135 ft. deep pump station and an enhanced treatment facility – Conducted planning and technical studies to present technology solutions to DC Water that met or exceeded regulatory requirements. – Established concept design, quality, performance specifications, general requirements to serve as basis for requesting, evaluating and scoring Technical Proposals – Performed industry outreach national and local firms to inform, attract and obtain input for development of the DB procurement strategy and documents – Developed the procurement documents and DB Contract, and managed the two-step two-stage procurement process from advertisement through award.
Past project aspects/similarities to the Project in this RFQ	– Design-Build Lessons Learned applicable to planning and executing a comprehensive and efficient Design Build Project planning, procurement and implementation. – Evaluating various technical alternates that promote innovation that reduce schedule and costs – Planning and executing a comprehensive and efficient procurement process that provided the Owner Selection Committee a clear and definitive selection process for a DB contract award that avoided disputes and protests. – Owner's Representative Services to ensure that technical quality and performance requirements are met – Establishing and managing Project controls and data systems that support Design Build contract administration and documentation
List any awards or citations received	Design Build Institute of America (DBIA) and American Water Works Assoc. (AWWA) presentation recognition.

Involved Design QA?	Yes	**Involved Construction QA?**	Yes
Owner details (department, agency, authority, etc.)	**Owner Name**	District of Columbia Water and Sewer Authority (DC Water)	
	Address	125 O Street SE Washington, DC 20005	
	Contact name	Leonard Benson, Chief Engineering and Assistant General Manager	
	Telephone and e-mail	202.787.2358 leonard.benson@dcwasa.com	
	Contract Reference #	120070	
Contract Award Date	Jan. 2013	**Final Contract Value (US$):**	$215 million (PM Contract Amount)

ATTACHMENT 3.3 (Page 2)

PROJECT INFORMATION FORM (PAGE 2)

RESPONDENT	**AECOM**		
Name of firm			
DESCRIPTION OF PROJECT PERFORMANCE			
Name of project from page 1	**Blue Plains Tunnel Dewatering Pump Station and Enhanced Clarification Facility (TDPS / ECF)**		
Contract Value as Bid (if applicable): (US$)	$201 Million	**Final Contract Value (US$):**	$215 Million
% of total work done by Firm:	N/A	**Commencement date:**	July 2011
Planned completion date as bid or proposed:	March 2018	**Actual completion date:**	July 2018
Any Litigation? (yes or no):	No	**Total Claim (US$)**	None
Liquidated Damages >$25k (yes/no):	See below	**Total Assessment (US$)**	See below
Key Personnel Change Assessment Fee (yes/no):	No	**Total Fee (US$)**	N/A
M/WBE, DBE or SDVOB Compliance Goals in Contract (as % of final contract value)	Minority and Women Business Enterprises (MBE/WBE) of 28% and 4%, respectively, for professional services and 32% and 6%, respectively, for construction.	**M/WBE, DBE or SDVOB Attainment (final or current projection % of final contract value)**	Met requirements

NARRATIVE

1. **Self-Assessment:**

   AECOM was successful in helping the client implement a best-value selection procurement for a complicated design-build project with considerable underground engineering and construction scope elements. Drawing on our decades of providing construction management and engineering services at this site, we were able to devise and implement a custom procurement that fit the client's needs

   This design-build procurement and project execution also provided several lessons learned with respect to: establishing performance criteria and requirements that can be clearly measured and validated, promoting innovation to reduce project cost, and establishing a clear and very structured procurement approach that gives the Owner Selection Committee an efficient and effective selection process.

2. **Explanations:**

   While some preliminary site investigations of existing infrastructure were conducted to establish Owner allowances and a contingency, further technical evaluations may have been beneficial to avoid unforeseen circumstances that had to be addressed during construction.

a. Final Contract Value or Expected Contract Value exceeds the Contract Value as Bid: Increased DB contract costs, within Owner allowances and contingency of the original Total Contract Amount were encountered based on physical modeling done by DB after award, interfaces with the tunnel collection system, and unforeseen site conditions of existing infrastructure.

b. Justification of why the project is/was behind schedule: Project acceptance required three sufficient wet weather events to demonstrate performance requirements and an extensive O&M training program that extended the schedule, without affecting the Project readiness to meet its intended purpose.

c. Amount of Claims is greater than $0. Detail the number and amount of each claim: N/A

d. Litigation. Describe background behind litigation, current status, etc.: N/A

e. Amount of Liquidated Damages greater than $25,000: Some LDs are pending negotiations for final completion items.

f. Key Personnel Change Assessment Fee: N/A

ATTACHMENT 3.3

PROJECT INFORMATION FORM (PAGE 1)

Complete a copy of this form for each past project (between three and five projects) in accordance with Sections 2.3 and 3.2 of the RFQ. Do not alter the Form, other than typing in text. Fields may be expanded to accommodate additional text, as long as completed Form is no more than four (4) pages in length. Do not include photographs or web links. NYSDEC reserves the right to contact any Owner to verify the information provided.

Respondent	**AECOM**					
Name of firm (if subcontractor)						
Role of firm	Owner's Representative/Advisor - Prime Consultant					
Experience (years)	Waste Water:	100+	Water:	100+	Design-Build:	25

DESCRIPTION OF PAST PROJECT

Name of project	**Regina Wastewater Treatment Plant Owner's Representation**
Location	Saskatchewan, Canada
Brief description	AECOM provided Owner's Representative/Advisor services for the design-build-finance-operate-maintain (DBFOM) upgrade at the Regina Wastewater Treatment Plant. The lifecycle contract value was $377.2 million (CAD), which included a capital cost of $180.8 million (CAD). **Planning and Preliminary Design Phase.** One of the key aspects of the planning and preliminary design phases was to determine and manage project risks. For those risks that would be transferred to the design-builder, it was necessary to minimize the dollar value applied to those risks by the design-builder. Hydraulic modeling and condition assessment of the force main from the existing off-site raw sewage pumping station to the WWTP (a distance of 3.7 miles) was completed to determine the flow and pressure constraints for the design-builder. GIS work was completed to set the geographical boundaries for the design-builder. The preliminary design was completed for the purposes of developing capital and O&M cost estimates, as well as providing the confidence that the project could be built and within the required timeline. This preliminary design was provided to the bidders as an "indicative design" that articulated one possible way of designing the plant. **Procurement Phase.** The procurement phase involved both RFQ and RFP stages. Collaboration and integration between AECOM and the City were established and three working committees were created to represent each of the technical, legal and financial requirements. AECOM and the City laid out a road map for the procurement process, including formal integration meetings to ensure that the bridging documents represented the technical requirements, the City's legal framework and financial requirements. Once the bid documents were issued, AECOM and the City established a collaborative culture with the Bidders to focus on common goals. Bidders presented their ideas, technologies and concerns about the project agreement at pre-scheduled collaborative meetings coordinated by AECOM to discuss risk transfer and other Bidder issues of concern. **Design and Construction Phase.** Following award of the contract, AECOM monitored the design and construction of the facility including verifying that the

<table>
<tr><td></td><td colspan="3">contractor complied with all contract requirements, auditing QA/QC records, reviewing design submittals, and witnessing performance testing.</td></tr>
<tr><td>Nature of work / duties firm was responsible for</td><td colspan="3">– Planning and Preliminary Design
– Preparation of Bridging Documents
– Procurement Services:
• Participating in risk assessments
• Managing the project office, data room, and electronic data room
• Hosting integration meetings with the client's technical, legal and financial working groups
• Managing the RFQ and RFP development processes
• Managing the RFI process, log and responses
• Coordinating collaborative meetings with shortlisted bidders
– Oversight of Design-Builder during Construction
– QA/QC Auditing
– Advancing the Permitting Process with Regulators
– Clarifying Traffic Access Routes
– Geotechnical Investigations
– Public Outreach Support
– Condition Assessments and Hydraulic Modeling</td></tr>
<tr><td>Past project aspects/similarities to the Project in this RFQ</td><td colspan="3">– Design-Build Lessons Learned Applicable to this Work
– Owner's Representative Services
– Procurement Documents and Services
– QA/QC Auditing
– Managing Project Data Systems</td></tr>
<tr><td>List any awards or citations received</td><td colspan="3"></td></tr>
<tr><td>Involved Design QA?</td><td>Yes</td><td>Involved Construction QA?</td><td>Yes</td></tr>
<tr><td rowspan="5">Owner details (department, agency, authority, etc.)</td><td>Owner Name</td><td colspan="2">City of Regina</td></tr>
<tr><td>Address</td><td colspan="2">2476 Victoria Avenue
Regina, Saskatchewan S4P 3C8</td></tr>
<tr><td>Contact name</td><td colspan="2">Greg Kuntz. P.Eng.
Manager of Environmental Services</td></tr>
<tr><td>Telephone and e-mail</td><td colspan="2">306.519.5465
gkuntz@regina.ca</td></tr>
<tr><td>Contract Reference #</td><td colspan="2">PO # 5200-125-20</td></tr>
<tr><td>Contract Award Date</td><td>January 31, 2011
(AECOM contract)

July 3, 2014
(DBFOM contract)</td><td>Final Contract Value (US$):</td><td>Fee Value – $9M CAD (ees)

DBFOM Lifecycle cost contract value - $377.2 million CAD</td></tr>
</table>

ATTACHMENT 3.3 (Page 2)

PROJECT INFORMATION FORM (PAGE 2)

RESPONDENT	**AECOM**		
Name of firm			
DESCRIPTION OF PROJECT PERFORMANCE			
Name of project from page 1	**Regina Wastewater Treatment Plant Owner's Representation**		
Contract Value as Bid (if applicable): (US$)	$377.2 million (CAD) lifecycle cost contract value	**Final Contract Value (US$):**	$377.2 million (CAD) lifecycle cost contract value
% of total work done by Firm:	90% (AECOM had some subconsultants)	**Commencement date:**	January 31, 2011 (AECOM contract)
Planned completion date as bid or proposed:	Target Substantial Completion: Dec 31, 2016 to meet Permit	**Actual completion date:**	Actual Substantial Completion: Dec 31, 2016
Any Litigation? (yes or no):	No	**Total Claim (US$)**	Not applicable
Liquidated Damages >$25k (yes/no):	No	**Total Assessment (US$)**	Not applicable
Key Personnel Change Assessment Fee (yes/no):	No	**Total Fee (US$)**	Not applicable
M/WBE, DBE or SDVOB Compliance Goals in Contract (as % of final contract value)	No goals	**M/WBE, DBE or SDVOB Attainment (final or current projection % of final contract value)**	Not applicable

NARRATIVE

1) Self-Assessment:

AECOM successfully provided a full suite of technical and management support services for a complex scope and deal structure (Design-Build-Operate-Maintain).

2) Explanations:

N/A – project completed on schedule and on budget as planned.

Use the space below to explain any or all of the following situations if they occurred on the project:

a. Final Contract Value or Expected Contract Value exceeds the Contract Value as Bid. Describe the reason(s) why the project costs were over budget.

b. Justification of why the project is/was behind schedule.

c. Amount of Claims is greater than $0. Detail the number and amount of each claim.

d. Litigation. Describe background behind litigation, current status, etc.

e. Amount of Liquidated Damages greater than $25,000. Detail the number of issues and amount of Liquidated Damages for each issue.

f. Key Personnel Change Assessment Fee – Detail the number of fees assessed and the total value assessed to date.

ATTACHMENT 3.3

PROJECT INFORMATION FORM (PAGE 1)

Complete a copy of this form for each past project (between three and five projects) in accordance with Sections 2.3 and 3.2 of the RFQ. Do not alter the Form, other than typing in text. Fields may be expanded to accommodate additional text, as long as completed Form is no more than four (4) pages in length. Do not include photographs or web links. NYSDEC reserves the right to contact any Owner to verify the information provided.

Respondent	**AECOM**					
Name of firm (if subcontractor)						
Role of firm	Design-Build Procurement Structuring Consultant and Program Manager					
Experience (years)	Waste Water:	100+	Water:	100+	Design-Build:	25
DESCRIPTION OF PAST PROJECT						
Name of project	**Jacob K. Javits Convention Center**					
Location	New York, New York					
Brief description	AECOM was the Design-Build Procurement Structuring Consultant and is currently the Program Manager on the $1.325 billion design-build (DB) expansion of the Jacob K. Javits Convention Center in New York City. Javits is the busiest convention center in the United States, with mission critical operations involving tens of thousands of users and truck deliveries, and millions of visitors annually. The 1.25 million-sq.-ft expansion is the first design-build high-rise institutional facility of this scale in the City of New York. AECOM leads the review and conformance for the basis of design and DB deliverables for all program and operational requirements for the Javits Expansion. We run weekly meetings with the Javits operator to review all site logistics, impact to existing operations (including fire egress), design development, RFIs, status of specialty items (including security, IT, AV, FA, F&B and vertical circulation). Through DB contract requirements and constant control and collaboration with the design-builder, client and operator, we have been able to maintain Javits running at full capacity without a single impact.					
Nature of work / duties firm was responsible for	DB Structuring and Procurement Management This procurement was carried out in 10 months, from final packaging of the Program Requirements, through RFQ, DB contract development, DB RFP, DB RFP response evaluation, and selection, BAFO and VE, award, and DBE contract execution. As Lead Technical Procurement Advisor, AECOM's scope included but was not limited to: - Evaluation of best practices and coordination of all strategic procurement changes with client and operator to move from design-bid-build to DB within an accelerated schedule; - Technical lead and client support during the entire DB procurement structuring, review, selection, and DB contract execution Process. - Coordination and management of a multidisciplinary including architects, engineers, lawyers, operators, schedule and cost managers, planners, and market specialists to develop the Program and Performance Specifications used as the basis of design for the DB RFP response and ultimate Program; ontinued next page					

Nature of work / duties firm was responsible for *(continued)*	– Client support in the RFQ creation, go-to-market strategy, RFQ response review and evaluation, and shortlist selection process of potential DBs; – Lead technical team in the RFP creation, go-to-market strategy, RFI response, Alternative Technical Concepts (ATC) meetings with DB bidders, Contractual Negotiation meetings with DB bidders, RFP addenda review for conformance and innovation confidentiality; – Managed the Executive Procurement PMO oversight of DB RFP technical response leveling, review, and evaluation for conformance and best value including project, design, construction strategy, MWBE strategy, schedule, team capacity, Innovation, and stakeholder and operator strategy; – Oversight of DB RFP financial response leveling, review, and evaluation for conformance and best value; – Client support/coordination of DB RFP response value selection process; – Client support during BAFO, Value Engineering, Contract Negotiation, final contract conformance, and award; and – Transition to DB program execution including establishment of PMO office co-located with design-build entities. As Program Manager, AECOM's scope includes: – Program and project management, including project controls, workflow review and set up and day-to-day management; – Conflict resolution through peer reviews, conformance review, check estimates and negotiation of change orders for professional services and construction for the design-builder; – Development of BIM DB requirements and BIM review for design progress conformance and construction payment requisitions – Review of all DB deliverables covering architectural, civil, landscape, structural, mechanical, electrical, plumbing, fire alarm, low voltage, IT, AV, security, food and beverage, vertical circulation, FF&E and LEED. This includes the management and review for compliance and conformance of the Design-Builder's design including integrated set delivery, BIM, design-assist development, shop drawings, and field modifications; – Schedule and logistics review		
Past project aspects/similarities to the Project in this RFQ	– Design-Build Lessons Learned Applicable to this Work – Owner's Procurement Consultant – QA/QC Auditing		
List any awards or citations received			
Involved Design QA?	Yes	**Involved Construction QA?**	Yes
Owner details (department, agency, authority, etc.)	**Owner Name**	New York Convention Center Operation Corporation	
	Address	655 West 34th Street New York, NY 10001-1188	
	Contact name	Alan Steel President and CEO	
	Telephone and e-mail	Office 212.216.2130; Cell 347.931.6354 asteel@javitscenter.com	
	Contract Reference #	N/A	
Contract Award Date	2016	**Final Contract Value (US$):**	See next page

ATTACHMENT 3.3 (Page 2)

PROJECT INFORMATION FORM (PAGE 2)

RESPONDENT	**AECOM**		
Name of firm			
DESCRIPTION OF PROJECT PERFORMANCE			
Name of project from page 1	**Jacob K. Javits Convention Center**		
Contract Value as Bid (if applicable): (US$)	DB Contract Value: $1.325 Billion USD PM Contract Value (AECOM Tishman): $40 MM AECOM DCS Contract Value as part of the Javits PM team: $6 MM	**Final Contract Value (US$):**	Project ongoing
% of total work done by Firm:	N/A	**Commencement date:**	2016
Planned completion date as bid or proposed:	2021	**Actual completion date:**	Ongoing
Any Litigation? (yes or no):	N/A	**Total Claim (US$)**	N/A
Liquidated Damages >$25k (yes/no):	N/A	**Total Assessment (US$)**	N/A
Key Personnel Change Assessment Fee (yes/no):	N/A	**Total Fee (US$)**	N/A
M/WBE, DBE or SDVOB Compliance Goals in Contract (as % of final contract value)	N/A	**M/WBE, DBE or SDVOB Attainment (final or current projection % of final contract value)**	N/A

NARRATIVE

1) Self-Assessment:

As Program Manager, AECOM has been integral in helping the client maintain ongoing functionality of this mission critical convention center while the upgrades are being constructed. There has not been a single impact or relief event for the DB. The entire AECOM team has performed as planned and provided excellent service as evidenced by this quote from the client:

The E team and arcos ia on ale in particular have been instrumental in achieving the enter s goals and in the delivery of services essential to the successful completion of the enter s expansion.

Alan E. Steele
President and CEO
Convention Center Operating Corporation

2) Explanations:

N/A – project is currently on budget and schedule as planned.

Use the space below to explain any or all of the following situations if they occurred on the project:

a. Final Contract Value or Expected Contract Value exceeds the Contract Value as Bid. Describe the reason(s) why the project costs were over budget.

b. Justification of why the project is/was behind schedule.

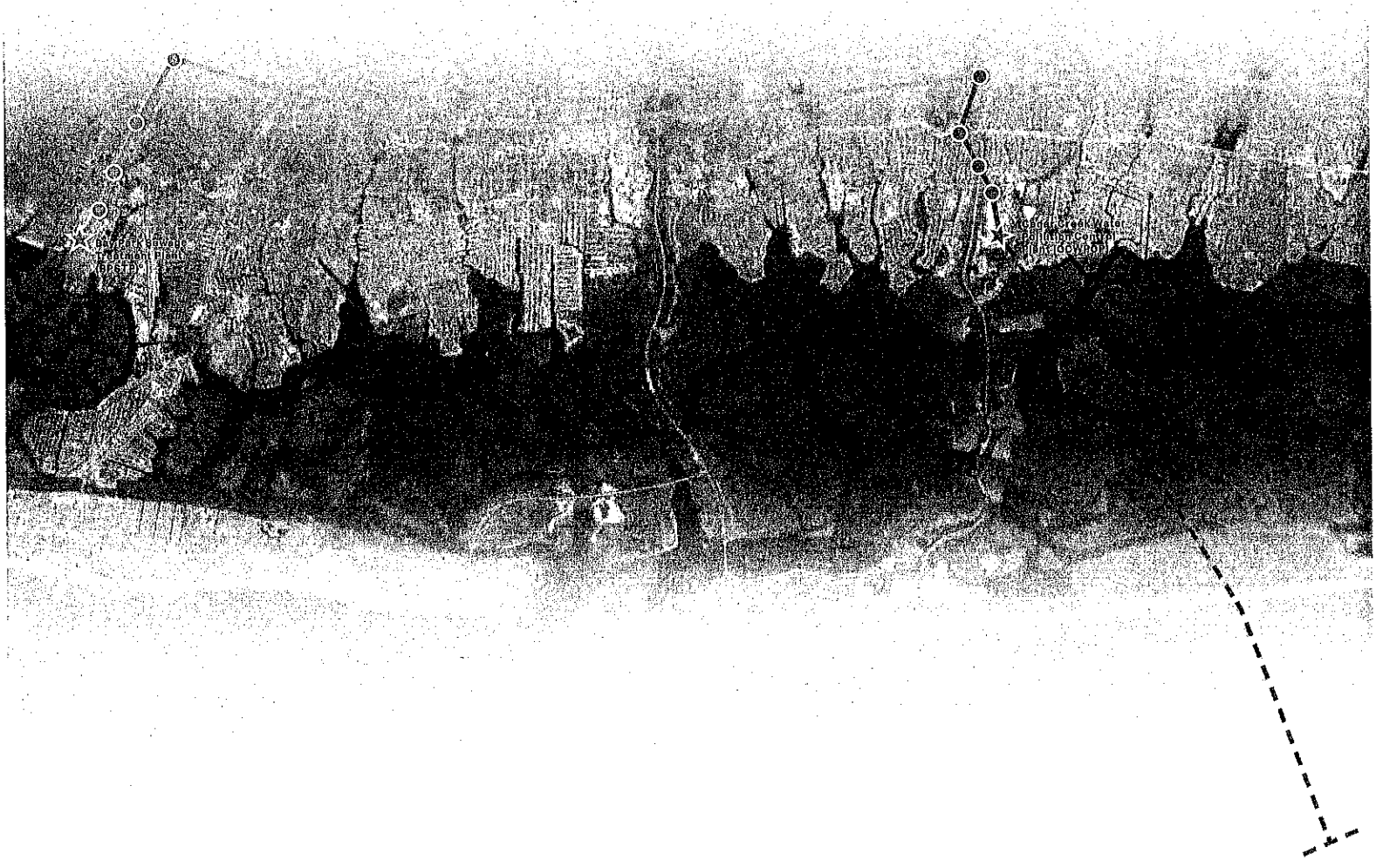
c. Amount of Claims is greater than $0. Detail the number and amount of each claim.

d. Litigation. Describe background behind litigation, current status, etc.

e. Amount of Liquidated Damages greater than $25,000. Detail the number of issues and amount of Liquidated Damages for each issue.

f. Key Personnel Change Assessment Fee – Detail the number of fees assessed and the total value assessed to date.

AECOM
Administrative Forms



ATTACHMENT 2

STATEMENT OF QUALIFICATIONS SUBMITTAL FORM

The Respondent hereby declares that either personally or through authorized representative(s), the Respondent has carefully examined all RFQ documents, and Respondent's submittals; and understands all terms and conditions of these documents. The Respondent further understands that in signing this form, the right to plead any misunderstanding regarding the same is waived.

Pursuant to and in compliance with the RFQ Documents for DEC Contract No. C011506, the Respondent hereby offers to furnish all labor, materials, supplies, and equipment necessary for the completion of this Contract, as required by and in strict compliance with the applicable provisions of all Contract Documents, utilizing the Key Personnel identified within the attached Statement of Qualifications.

The Respondent must complete, sign and return this form to have its Statement of Qualifications considered. Failure to provide all the requested information or to sign where provided may result in the Statement of Qualifications being eliminated from further consideration. The undersigned shall meet all required submittal time periods listed in the RFQ.

The undersigned hereby designates the following office as the office to which such Notice of Intent to Award and Notice of Award may be mailed or delivered:

AECOM USA, Inc.
Company Name

125 Broad Street, 14th Floor
Street Address

New York, NY 10004
City, State and Zip Code

Signature *Paul F. Storella, PE* *May 31, 2019* Date

Senior Vice President - Metro NY/NJ Regional Business Line Leader - Water
Title

Phone Number (*212*) *984-7379*
Fax Number (*212*) *661-7535*
E-mail address *paul.storella@aecom.com*

ATTACHMENT 2.1

FIRM'S LEGAL INFORMATION

(Must be completed by Respondent and all its subcontractors)

NAME OF FIRM (as registered with the NYS Dept. of State)		
AECOM USA, Inc.		
Main office and contact details of Firm		
Main office address:	Contact name	*Paul F. Storella, PE*
125 Broad Street, 14th Floor *New York, NY 10004*	Title	*Senior Vice President*
	Telephone No.	*212.984.7379*
	Email	*paul.storella@aecom.com*
Local or regional contact details of Firm (if different from above)		
Local/regional office address:	Contact name	
	Title	
	Telephone No.	
	Email	

ADDITIONAL INFORMATION			
Firm DUNS Number	[redacted]	**Name of Firm's parent Company, if any**	*AECOM USA, Inc.*
Firm's Federal ID Number	[redacted]	**Additional Certifications, if any (e.g., MBE, WBE, SDVOB)**	*N/A*
Role in Contract (prime, sub)	*Prime*	**State of Incorporation**	*New York*
Has the firm been involved in any litigation in last ten years? If so, explain the nature and current status of each action.	AECOM USA, Inc. ("AECOM") is a large professional services company that executes thousands of projects annually. As with any large service company, from time to time, AECOM is involved in claims and litigation. However, we strive to avoid litigation and have a risk management program in place that includes early recognition of situations that might give rise to a claim, diligent documentation, open lines of communication and dispute resolution. None of our current litigation could reasonably be expected to have a material adverse effect on AECOM or its ability to perform under the Contract contemplated by the proposal. If you require additional information, please contact Robert Orlin, Chief Counsel – Northeast Region, at 212-973-3070 or robert.orlin@aecom.com.		
Has the firm been found in breach of a professional services contract? If so, explain the nature and current status of each action.	*N/A*		

ATTACHMENT 3.1

AUTHORIZATION TO PROVIDE PROFESSIONAL SERVICES IN NEW YORK STATE

NAME OF FIRM PROVIDING PROFESSONAL SERVICES	*AECOM USA, Inc.*	
EITHER (1) Copy of current Certificate of Authorization to provide Engineering Services issued by the New York State Education Department is attached.	**Yes** (copy attached)	**No** (Item (2) applies)
	X	
OR (2) Documentation is attached to this Attachment 3.1 demonstrating the ability to obtain Certificate of Authorization to provide Engineering Services from the New York State Education Department in accordance with the New York State Education Law, Title VIII, Articles 130, 145, 147 and 148.	**Yes, documentation attached, and further details are given below**	
If (2) applies, give details of attached documentation demonstrating ability to obtain the relevant certification / license: (Add additional lines if required.)		

THE UNIVERSITY OF THE STATE OF NEW YORK
EDUCATION DEPARTMENT

THIS IS TO CERTIFY THAT HAVING MET THE REQUIREMENTS OF SECTION 7210 OF THE EDUCATION LAW AND IN ACCORDANCE THEREWITH THIS CERTIFICATE OF AUTHORIZATION IS GRANTED WHICH ENTITLES

AECOM USA INC
CT-BLMS
120 S CENTRAL AVENUE
SUITE 400
CLAYTON, MO 63105-0000

TO PROVIDE PROFESSIONAL ENGINEERING SERVICES IN THE STATE OF NEW YORK FOR THE PERIOD 01/01/2018 TO 12/31/2020.

MARYELLEN ELIA
COMMISSIONER OF EDUCATION

CERTIFICATE NUMBER
0014949

ATTACHMENT 4

BIDDER'S/RESPONDENT'S CERTIFICATION NON-COLLUSIVE BIDDING AND NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND MACBRIDE FAIR EMPLOYMENT PRINCIPLES, AND STATE ETHICS LAW PROVISION, AND PROCUREMENT LOBBY LAW

BY SUBMISSION OF THIS BID/PROPOSAL AND BY SIGNING HEREUNDER THE BIDDER/RESPONDENT, AND EACH PERSON SIGNING ON BEHALF OF SUCH PARTY CERTIFIES, AND IN THE CASE OF A JOINT BID/PROPOSAL, EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OF PERJURY, THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF:

A. NON-COLLUSION State Finance Law §139-d

1. The prices in this Bid/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 Bidder/Respondent or with any competitor;

2. Unless otherwise required by law, the prices which have been proposed in this Bid/Proposal have not been knowingly disclosed by the Bidder/Respondent and will not knowingly be disclosed by the Bidder/Respondent prior to opening, directly or indirectly, to any other Bidder/Respondent or to any competitor; and

3. No attempt has been made or will be made by the Bidder/Respondent to induce any other person, partnership or corporation to submit or not to submit a Bid/Proposal for the purpose of restricting competition.

B. MACBRIDE FAIR EMPLOYMENT PRINCIPLES State Finance Law §165(5)

1. it or any individual or legal entity in which the Bidder/Respondent holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership in the Bidder/Respondent, either: (answer yes or no to one or both of the following, as applicable).

2. has business operations in Northern Ireland;

☒No ☐ Yes (check answer) IF YES, COMPLETE #3

3. shall take lawful steps in good faith to conduct any business operations that it has 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.

☒No ☐ Yes (check answer)

C. STATE ETHICS LAW PROVISION

By submittal of this Bid/Proposal, the undersigned hereby certifies, for and on behalf of the Bidder/Respondent, that he is familiar with the following provisions of the State Ethics Law provisions applicable to post employment restrictions affecting former state employees: POL §73(8)(a)(i) the two year bar, and §73(8)(a)(ii), the life-time bar, and that submittal of this Bid/Proposal is not in violation of either provision, and that no violation will occur by entering into a contract or in performance of the contractual services, and further that the Bidder/Respondent recognizes that DEC may rely upon this certification

Except as follows: (attach information if needed)

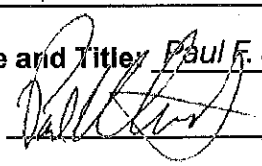
(Bidder/Respondent is to make full disclosure of any circumstances which could affect its ability to perform in complete compliance with the cited laws. Any questions as to the applicability of these provisions should be addressed to the New York State Ethics Commission, 39 Columbia Street, Albany, N.Y. 12207: telephone #1-800-87-ETHICS.)

D. PROCUREMENT LOBBYING AFFIRMATION

The Undersigned affirms that it understands and agrees to comply with the procedures of the New York State Department of Environmental Conservation relative to permissible contacts as required by State Finance Law §139-j (3) and §139-j (6) (b).

Date: *May 31, 2019*

Print Name and Title: *Paul F. Storella, PE, Senior Vice President*

Signature: 

ATTACHMENT 5

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION GUIDELINES REGARDING PERMISSIBLE CONTACTS DURING A PROCUREMENT AND THE PROHIBITION OF INAPPROPRIATE LOBBYING INFLUENCE

Chapter 1 of the Laws of 2005, as amended by Chapter 596 of the Laws of 2005 (collectively referred to as the "Lobbying Law"), makes major changes to the Legislative Law and State Finance Law relative to lobbying on government procurements. More specifically, the Lobbying Law creates two new sections in the State Finance Law: Section 139-j addresses restrictions on "contacts" during the procurement process; and Section 139-k addresses the disclosure of contacts and the responsibility of offerers[1] during the procurement process. The Lobbying Law applies to all procurements initiated on or after January 1, 2006. In this regard, a procurement means a contract or agreement involving an annual expenditure in excess of $15,000 for a commodity, service, technology, public work, or construction; purchase, sale or lease of real property; or revenue contract.

In conformity with the Lobbying Law, during a procurement's restricted period[2] the only New York State Department of Environmental Conservation (Department) officer(s) or employee(s) that the offerer may "contact" is/are DEC Designated Contact person(s) for that procurement. In this regard, "contact" means any oral, written, or electronic communication under circumstances where a reasonable person would infer that the communication was intended to influence a procurement. Exceptions to this rule include:

- Submission of a written Proposal in response to an RFQ, RFP or any other solicitation method;
- Submission of written questions as part of an RFQ, RFP or other solicitation method where all written questions and written responses will be provided to all offerers;
- Participation in a pre-Proposal or pre-Proposal conference scheduled as part of an RFQ, RFP or other solicitation process;
- Written complaints by an offerer that the Department Designated Contact for a procurement fails to respond to in a timely manner;
- Negotiations with the Department following tentative award;
- Contacts between designated Department staff and offerer to request the review of a contract award; and
- Communications with the Department regarding an appeal, protest or other review of a procurement, participation in an administrative or judicial proceeding regarding a procurement, and complaints regarding a procurement made to the Attorney General, Inspector General, District Attorney, or State Comptroller.

An offerer shall not, under any circumstances, attempt to influence a Department procurement in a way that violates or attempts to violate: Public Officers Law Section 73(5), relating to gifts intended to

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[1] Individual or entity, or any employee, agent, consultant or person acting on behalf of such individual or entity, that contacts DEC about a procurement during the restricted period.

[2] The period of time commencing with the earliest written notice, advertisement or solicitation of a Request for Proposals (RFP), Request for Qualifications (RFQ), solicitation of Proposals or any other method for soliciting responses from offerers intending to result in a procurement contract by DEC, and ending with the final contract award and approval by DEC, and the Office of the State Comptroller (if required).

influence; or Public Officers Law Section 74, relating to the code of ethics for employees of state agencies, public authorities and public benefit corporations, members of the New York State Legislature, and Legislative employees.

An offerer who contacts the Department Designated Contact person for a procurement during the restricted period must be prepared to provide the following information: name, address, telephone number, place of principal employment and occupation of the person or organization making the contact, and whether the person/organization making the contact is the offerer or is retained, employed or designated by or on behalf of the offerer to appear before or contact DEC about the procurement.

An offerer that submits a Proposal, Proposal or other response to a Department RFP, RFQ or other solicitation method must: certify that it understands and agrees to comply with these guidelines regarding permissible contacts during a procurement and the prohibition of inappropriate lobbying influence; and disclose whether any governmental entity has, within the prior four years, found the offerer non-responsible due to a violation of the Lobbying Law or the intentional provision of false or incomplete information. Further, all Department procurement contracts will contain: a certification by the offerer that all information provided to DEC with respect to the Lobbying Law is complete, true and accurate; and a provision authorizing DEC to terminate the contract in the event such information is found to be intentionally false or incomplete.

The Department will investigate all allegations of violations of Department guidelines regarding permissible contacts during a procurement and the prohibition of inappropriate lobbying influence. A finding that an offerer has knowingly and willfully committed such a violation may result in a determination that the offerer and its subsidiaries are non-responsible and therefore ineligible for award of the procurement contract. A second determination of non-responsibility for such a violation within four (4) years of the first such determination may render the offerer and its subsidiaries ineligible to submit a Proposal or Proposal or be awarded a procurement contract for four (4) years from the date of the second determination. DEC will notify the New York State Office of General Services (OGS) of any determination of non-responsibility or debarments due to violations of the Lobbying Law.

If you require further guidance on the new Lobbying Law, you are encouraged to visit the Advisory Council on Procurement Lobbying website at the following address:
http://www.ogs.state.ny.us/aboutOgs/regulations/defaultAdvisoryCouncil.html , where Frequently Asked Questions (FAQ's) and answers adopted by the council have been posted. A copy of the new Procurement Lobbying Law is also available on this website.

ATTACHMENT 6

OFFERER DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS

Name of Individual or Entity Seeking to Enter into the Procurement Contract:
AECOM USA, Inc.

Address:
125 Broad Street, 14th Floor
New York, NY 10004
Name and Title of Person Submitting this Form:
Paul F. Storella, PE, Senior Vice President

Contract Procurement Number: *C011506*

Date: *May 31, 2019*

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle):

No Yes

If yes, please answer questions 2 - 4, if no, go to question 5:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j? (Please circle):

No Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle):

No Yes

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.

Governmental Entity: _____

Date of Finding of Non-responsibility: _____

Basis of Finding of Non-Responsibility: _____

(Add additional pages as necessary)

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle):

(No) Yes

6. If yes, please provide details below.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding: _____

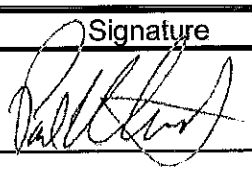
(Add additional pages as necessary)

Offerer Certification:

Offerer certifies that all information provided to the New York State Department of Environmental Conservation with respect to State Finance Law §139-k is complete, true and accurate.

By: *Paul F. Storella, PE, Senior Vice President* Date: *May 31, 2019*

Signature



ATTACHMENT 7

EXECUTIVE ORDER NO. 177 CERTIFICATION

The New York State Human Rights Law, Article 15 of the Executive Law, prohibits discrimination and harassment based on age, race, creed, color, national origin, sex, pregnancy or pregnancy- related conditions, sexual orientation, gender identity, disability, marital status, familial status, domestic violence victim status, prior arrest or conviction record, military status or predisposing genetic characteristics.

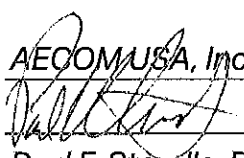
The Human Rights Law may also require reasonable accommodation for persons with disabilities and pregnancy-related conditions. A reasonable accommodation is an adjustment to a job or work environment that enables a person with a disability to perform the essential functions of a job in a reasonable manner. The Human Rights Law may also require reasonable accommodation in employment on the basis of Sabbath observance or religious practices.

Generally, the Human Rights Law applies to:

- all employers of four or more people, employment agencies, labor organizations and apprenticeship training programs in all instances of discrimination or harassment;
- employers with fewer than four employees in all cases involving sexual harassment; and,
- any employer of domestic workers in cases involving sexual harassment or harassment based on gender, race, religion or national origin.

In accordance with Executive Order No. 177, the Bidder hereby certifies that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the Human Rights Law. Executive Order No. 177 and this certification do not affect institutional policies or practices that are protected by existing law, including but not limited to the First Amendment of the United States Constitution, Article 1, Section 3 of the New York State Constitution, and Section 296(11) of the New York State Human Rights Law.

Contractor: *AECOM USA, Inc.*

Signature: 

Name: *Paul F. Storella, PE*

Title: *Senior Vice President*

Date: *May 31, 2019*

ATTACHMENT 8

VENDOR ASSURANCE OF NO CONFLICT OF INTEREST OR DETRIMENTAL EFFECT

The Firm offering to provide services pursuant to this Procurement/Contract, as a contractor, joint venture contractor, subcontractor, or consultant, attests that its performance of the services outlined in this Procurement/Contract does not and will not create a conflict of interest with nor position the Firm to breach any other contract currently in force with the State of New York.

Furthermore, the Firm attests that it will not act in any manner that is detrimental to any State project on which the Firm is rendering services. Specifically, the Firm attests that:

1. The fulfillment of obligations by the Firm, as proposed in the response, does not violate any existing contracts or agreements between the Firm and the State;

2. The fulfillment of obligations by the Firm, as proposed in the response, does not and will not create any conflict of interest, or perception thereof, with any current role or responsibility that the Firm has with regard to any existing contracts or agreements between the Firm and the State;

3. The fulfillment of obligations by the Firm, as proposed in the response, does not and will not compromise the Firm's ability to carry out its obligations under any existing contracts between the Firm and the State;

4. The fulfillment of any other contractual obligations that the Firm has with the State will not affect or influence its ability to perform under any contract with the State resulting from this Procurement;

5. During the negotiation and execution of any contract resulting from this Procurement, the Firm will not knowingly take any action or make any decision which creates a potential for conflict of interest or might cause a detrimental impact to the State as a whole including, but not limited to, any action or decision to divert resources from one State project to another;

6. In fulfilling obligations under each of its State contracts, including any contract which results from this Procurement, the Firm will act in accordance with the terms of each of its State contracts and will not knowingly take any action or make any decision which might cause a detrimental impact to the State as a whole including, but not limited to, any action or decision to divert resources from one State project to another;

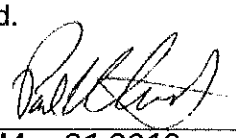
7. No former officer or employee of the State who is now employed by the Firm, nor any former officer or employee of the Firm who is now employed by the State, has played a role with regard to the administration of this contract procurement in a manner that may violate section 73(8)(a) of the State Ethics Law; and

8. The Firm has not and shall not offer to any employee, member or director of the State any gift, whether in the form of money, service, loan, travel, entertainment, hospitality,

thing or promise, or in any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence said employee, member or director, or could reasonably be expected to influence said employee, member or director, in the performance of the official duty of said employee, member or director or was intended as a reward for any official action on the part of said employee, member or director.

Firms responding to this Procurement/Contract should note that the State recognizes that conflicts may occur in the future because a Firm may have existing or new relationships.

The State will review the nature of any such new relationship and reserves the right to terminate the contract for cause if, in its judgment, a real or potential conflict of interest cannot be cured.

Signature: 
Date: *May 31 2019*
Name: *Paul F. Storella, PE*
Title: *Senior Vice President*

This form must be signed by an authorized executive or legal representative and returned with the Bid/Proposal/Contract.

ATTACHMENT 9

SEXUAL HARASSMENT PREVENTION CERTIFICATION FORM

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

Company Name: *AECOM USA, Inc.*

Signature: 

Print Name and Title: *Paul F. Storella, PE, Senior Vice President*

Date: *May 31, 2019*

If the above certification cannot be made, the bidder must submit a signed statement below detailing the reasons why the certification cannot be made.

Company Name: _____

Signature: _____

Print Name and Title: _____

Date: _____

Attachment 1
New York State Environmental Facilities Corporation
EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT
NEW YORK STATE REVOLVING FUND (SRF)

I, *Paul F. Storella, PE*, am the authorized representative of *AECOM USA, Inc.*.
Name of Representative — Name of Contractor/Service Provider
I hereby certify that *AECOM USA, Inc.* will abide by the equal employment
Name of Contractor/Service Provider
opportunity (EEO) policy statement provisions outlined below.

(i) The Contractor will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status against any employee or applicant for employment, will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination and will make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on Contracts relating to SRF projects.

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

(iii) 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, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status, and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(iv) The Contractor shall comply with the provisions of the Human Rights Law (Article 15 of the Executive Law), including those relating to non-discrimination on the basis of prior criminal conviction and prior arrest, and with all other State and federal statutory and constitutional non-discrimination provisions, including Titles VI and VII of the Civil Rights Act of 1964, 40 CFR Part 7, 41 CFR Part 60-1 Subpart A, 41 CFR Part 60-4, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975. The Contractor and Subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status.

(v) The Contractor will include the provisions of subdivisions (i) through (iv) in every Subcontract in such a manner that the requirements of these subdivisions will be binding upon each Subcontractor as to work in connection with the Contract.

X _____

Contractor/Service Provider Representative

OMB Control No: 2090-0030
Approved: 8/13/2013
Approval Expires: 8/31/2015

United States Environmental Protection Agency

Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Utilization Form

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE[1] subcontractors[2] and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name *AECOM USA, Inc.*		Project Name *Bay Park Wastewater Treatment Facility Diversion Project - Design-Build Professional Consulting Services*
Bid/ Proposal No. *C011506*	Assistance Agreement ID No. (if known)	Point of Contact *Paul F. Storella, PE*
Address *125 Broad Street, 14th Floor, New York, NY 10004*		
Telephone No. *212.984.7379*		Email Address *paul.storella@aecom.com*
Issuing/Funding Entity:		

I have identified potential DBE certified subcontractors	■ YES	○ NO
If yes, please complete the table below. If no, please explain:		

Subcontractor Name/ Company Name	Company Address/ Phone/ Email	Est. Dollar Amt	Currently DBE Certified?
Nova Consulting & Engineering	*555 Eighth Avenue, Suite 1903, New York, NY 10018*	TBD	*MBE/WBE DBE WOSB*
Hayduk Engineering, LLC	*1010 Route 112, Suite 200, Port Jefferson Station, NY 11776*	TBD	*SDVOB*
CSA Group	*55 Broadway 14th Fl, New York, NY 10006*	TBD	*MBE NMSDC*

Continue on back if needed

[1] A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

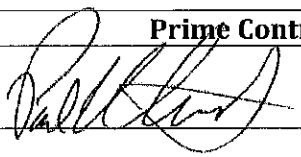
[2] Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

United States Environmental Protection Agency

OMB Control No: 2090-0030
Approved: 8/13/2013
Approval Expires: 8/31/2015

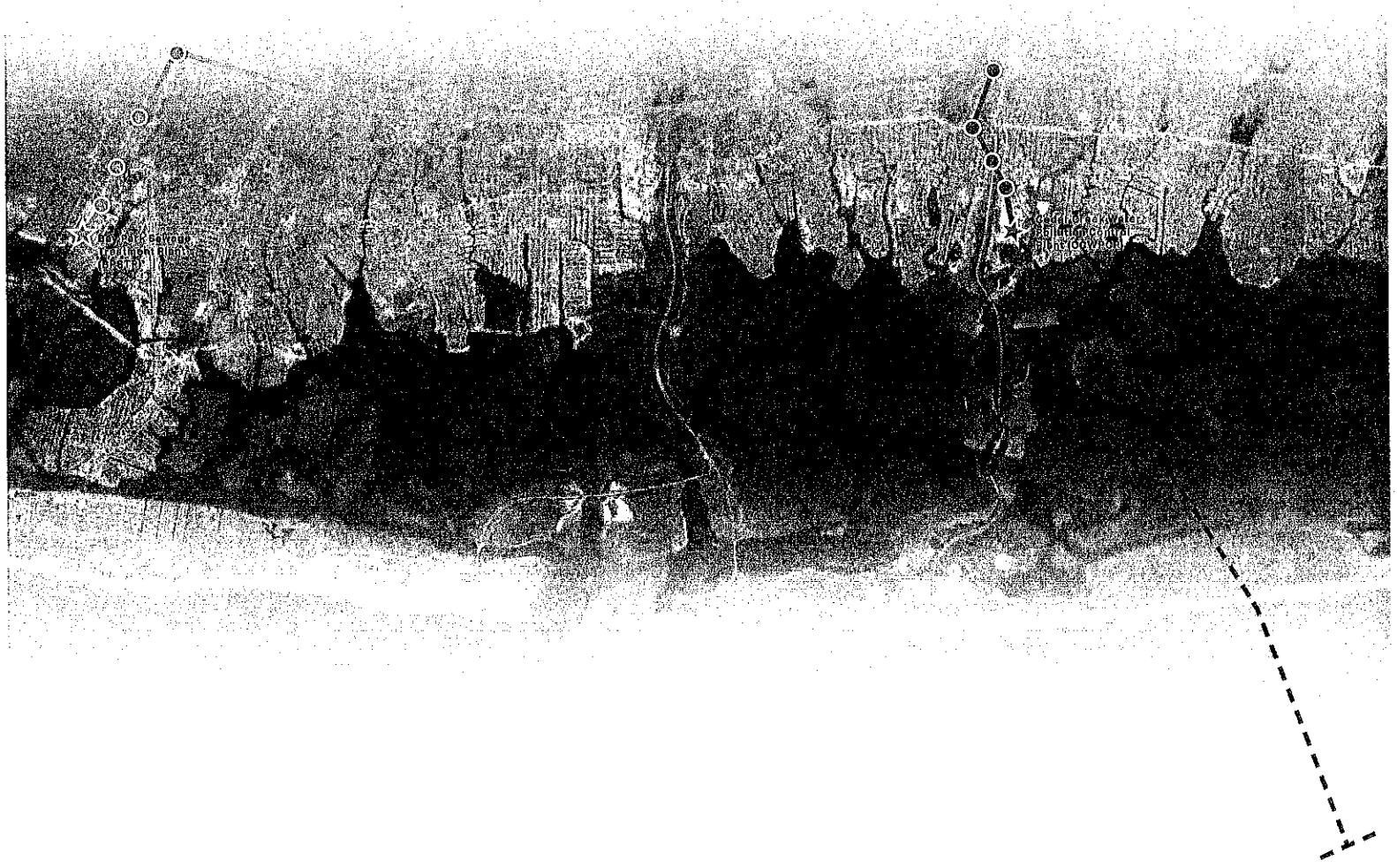
Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Utilization Form

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
	*Paul F. Storella, PE*
Title	**Date**
Senior Vice President	*May 31, 2019*

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

Subconsultant Administrative Forms



United States Environmental Protection Agency

OMB Control No: 2090-0030
Approved: 8/13/2013
Approval Expires: 8/31/2015

Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Participation Form

An EPA Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. This form gives a DBE[1] subcontractor[2] the opportunity to describe work received and/or report any concerns regarding the EPA-funded project (e.g., in areas such as termination by prime contractor, late payments, etc.). The DBE subcontractor can, as an option, complete and submit this form to the EPA DBE Coordinator at any time during the project period of performance.

Subcontractor Name CSA Group NY Architects and Engineers, PC		Project Name *Bay Park Wastewater Treatment Facility Diversion Project - Design-Build Professional Consulting Services*
Bid/ Proposal No. *C011506*	Assistance Agreement ID No. (if known)	Point of Contact Norman Hinsey, PE, LEED AP
Address 55 Broadway, 14th Fl. New York, NY 10006		
Telephone No. 212-677-0777		Email Address nhinsey@csagroup.com
Prime Contractor Name *AECOM USA, Inc.*		Issuing/Funding Entity:

Contract Item Number	Description of Work Received from the Prime Contractor Involving Construction, Services , Equipment or Supplies	Amount Received by Prime Contractor
	Construction Inspections & Special Inspections	TBD

[1] A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

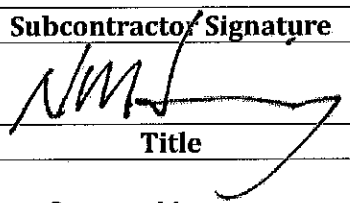
[2] Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

United States Environmental Protection Agency

OMB Control No: 2090-0030
Approved: 8/13/2013
Approval Expires: 8/31/2015

Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Participation Form

Please use the space below to report any concerns regarding the above EPA-funded project:

Subcontractor Signature	Print Name
	Norman Hinsey, PE, LEED AP
Title	**Date**
Program Manager	May 31, 2019

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

United States Environmental Protection Agency

OMB Control No: 2090-0030
Approved: 8/13/2013
Approval Expires: 8/31/2015

Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form

This form is intended to capture the DBE[1] subcontractor's[2] description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractors bid or proposal package.

Subcontractor Name CSA Group NY Architects and Engineers, P.C.		Project Name *Bay Park Wastewater Treatment Facility Diversion Project - Design-Build Professional Consulting Services*
Bid/ Proposal No. *C011506*	Assistance Agreement ID No. (if known)	Point of Contact Norman Hinsey, PE, LEED AP
Address 55 Broadway, 14th fl., New York, NY 10006		
Telephone No. 212-677-0777		Email Address nhinseycsagroup.com
Prime Contractor Name *AECOM USA, Inc.*		Issuing/Funding Entity:

Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
	Construction Inspections & Special Inspections	TBD

DBE Certified By: ○ DOT ○ SBA ⊗ Other: NYS & NYC MBE	Meets/ exceeds EPA certification standards? ○ YES ○ NO ○ Unknown

[1] A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

[2] Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

EPA United States Environmental Protection Agency

OMB Control No: 2090-0030
Approved: 8/13/2013
Approval Expires: 8/31/2015

Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
	Paul F. Storella, PE
Title	**Date**
Senior Vice President	*May 31, 2019*

Subcontractor Signature	Print Name
	Norman Hinsey, PE, LEED AP
Title	**Date**
Program Manager	May 31, 2019

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

ATTACHMENT 2.1

FIRM'S LEGAL INFORMATION

(Must be completed by Respondent and all its subcontractors)

NAME OF FIRM (as registered with the NYS Dept. of State)		
CSA Group NY Architects and Engineers, P.C.		
Main office and contact details of Firm		
Main office address:	Contact name	Norman Hinsey, PE, LEED AP
55 Broadway, 14th fl. New York, NY 10006	Title	Program Manager
	Telephone No.	212-677-0777
	Email	nhinsey@csagroup.com
Local or regional contact details of Firm (if different from above)		
Local/regional office address:	Contact name	
	Title	
	Telephone No.	
	Email	

ADDITIONAL INFORMATION

Firm DUNS Number	[redacted]	**Name of Firm's parent Company, if any**	n/a
Firm's Federal ID Number	[redacted]	**Additional Certifications, if any (e.g., MBE, WBE, SDVOB)**	MBE
Role in Contract (prime, sub)	Sub	**State of Incorporation**	New York
Has the firm been involved in any litigation in last ten years? If so, explain the nature and current status of each action.	No		
Has the firm been found in breach of a professional services contract? If so, explain the nature and current status of each action.	No		

ATTACHMENT 3.1

AUTHORIZATION TO PROVIDE PROFESSIONAL SERVICES IN NEW YORK STATE

NAME OF FIRM PROVIDING PROFESSONAL SERVICES	CSA Group NY Architects and Engineers, P.C.	
EITHER (1) Copy of current Certificate of Authorization to provide Engineering Services issued by the New York State Education Department is attached.	**Yes** (copy attached)	**No** (Item (2) applies)
	Yes, expires 5/31/19	
OR (2) Documentation is attached to this Attachment 3.1 demonstrating the ability to obtain Certificate of Authorization to provide Engineering Services from the New York State Education Department in accordance with the New York State Education Law, Title VIII, Articles 130, 145, 147 and 148.	**Yes, documentation attached, and further details are given below**	
If (2) applies, give details of attached documentation demonstrating ability to obtain the relevant certification / license; (Add additional lines if required.)		
Our certificate of authorization on expires 5/31/19 and CSA's renewal was submitted on 4/22/19 for 6/1/2019 - 5/31/2022 period. Renewal arriving soon.		

THE UNIVERSITY OF THE STATE OF NEW YORK
EDUCATION DEPARTMENT

THIS IS TO CERTIFY THAT HAVING MET THE REQUIREMENTS OF SECTION 7210 OF THE EDUCATION LAW AND IN ACCORDANCE THEREWITH THIS CERTIFICATE OF AUTHORIZATION IS GRANTED WHICH ENTITLES

CSA GROUP NY ARCHITECTS AND ENGINEERS PC
55 BROADWAY
14TH FLOOR
NEW YORK, NY 10006-3729

TO PROVIDE PROFESSIONAL ENGINEERING SERVICES IN THE STATE OF NEW YORK FOR THE PERIOD 06/01/2016 TO 05/31/2019.

MARYELLEN ELIA
COMMISSIONER OF EDUCATION

CERTIFICATE NUMBER
0013166

The University of the State of New York
THE STATE EDUCATION DEPARTMENT
Division of Professional Licensing Services
89 Washington Avenue
Albany, New York 12234

CSA GROUP NY ARCHITECTS AND ENGINEERS PC
55 BROADWAY
14TH FLOOR
NEW YORK, NY 10006

PB – 044621

FEE DUE: $75.00
FEE TYPE: RR
16

CERTIFICATE OF AUTHORIZATION TRIENNIAL RENEWAL STATEMENT
FOR PERIOD(S) OF: 06/01/19 – 05/31/22

BILL INCLUDES $0.00 IN PENALTIES

Section 7210 of the State Education Law requires holders of a COA to renew the certificate on a triennial basis. The fee for this renewal is $75.00. You must submit this completed application along with the required fee made payable to the New York State Education Department so that it is received before the renewal date indicated above. If your completed application and the correct fee are not received prior to the renewal date, and your business continues to practice in New York, you will incur a late fee of $10.00 per month. (The amount due in the office use box includes the penalty fees.)

ADDRESS CHANGE

If your address is different from above, please complete the portions that need changing

Care of

Street

City

State Zip Code –

A) Identify your business entity and the individuals for whom information is required:

TYPE OF BUSINESS ENTITY	INFORMATION REQUIRED FOR
Professional Corporations	All Shareholders, Officers, and/or Directors
Limited Liability Companies	Members/Managers
Limited Liability Partnerships/Partnerships	Partners
Foreign Professional Corporations	New York State Licensees
Business Corporations under Section 7209 (Grandfathered Corporations)	Chief Executive Officer

B) Complete the information requested below for each individual identified in "A":

Name and Residence Address	NYS License Number	List Position Held in Entity
Jesus J. Suarez **839 Country Club Drive** **Cincinnati, OH 45245**	[redacted]	**Director, President & CEO**
Luis Javier Rivera	[redacted]	**Director, Vice President**

ATTESTATION

I, Jesus J. Suarez, affirm under penalty of perjury that all statements herein are true and correct; in the case of partnerships, that said partnership has complied with the provisions of the partnership law of this State and that each of the said partners is in good standing. I understand that any false or misleading statements submitted in this renewal statement or related statements in support of this application will be cause for denial of the renewal or revocation of the Certificate of Authorization issued pursuant thereto and would constitute professional misconduct for a licensee.

Signature of Individual Authorized to Attest

4.22.19
Date

Jesus J. Suarez
Print Name

ATTACHMENT 8

VENDOR ASSURANCE OF NO CONFLICT OF INTEREST OR DETRIMENTAL EFFECT

The Firm offering to provide services pursuant to this Procurement/Contract, as a contractor, joint venture contractor, subcontractor, or consultant, attests that its performance of the services outlined in this Procurement/Contract does not and will not create a conflict of interest with nor position the Firm to breach any other contract currently in force with the State of New York.

Furthermore, the Firm attests that it will not act in any manner that is detrimental to any State project on which the Firm is rendering services. Specifically, the Firm attests that:

1. The fulfillment of obligations by the Firm, as proposed in the response, does not violate any existing contracts or agreements between the Firm and the State;

2. The fulfillment of obligations by the Firm, as proposed in the response, does not and will not create any conflict of interest, or perception thereof, with any current role or responsibility that the Firm has with regard to any existing contracts or agreements between the Firm and the State;

3. The fulfillment of obligations by the Firm, as proposed in the response, does not and will not compromise the Firm's ability to carry out its obligations under any existing contracts between the Firm and the State;

4. The fulfillment of any other contractual obligations that the Firm has with the State will not affect or influence its ability to perform under any contract with the State resulting from this Procurement;

5. During the negotiation and execution of any contract resulting from this Procurement, the Firm will not knowingly take any action or make any decision which creates a potential for conflict of interest or might cause a detrimental impact to the State as a whole including, but not limited to, any action or decision to divert resources from one State project to another;

6. In fulfilling obligations under each of its State contracts, including any contract which results from this Procurement, the Firm will act in accordance with the terms of each of its State contracts and will not knowingly take any action or make any decision which might cause a detrimental impact to the State as a whole including, but not limited to, any action or decision to divert resources from one State project to another;

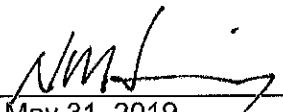
7. No former officer or employee of the State who is now employed by the Firm, nor any former officer or employee of the Firm who is now employed by the State, has played a role with regard to the administration of this contract procurement in a manner that may violate section 73(8)(a) of the State Ethics Law; and

8. The Firm has not and shall not offer to any employee, member or director of the State any gift, whether in the form of money, service, loan, travel, entertainment, hospitality,

thing or promise, or in any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence said employee, member or director, or could reasonably be expected to influence said employee, member or director, in the performance of the official duty of said employee, member or director or was intended as a reward for any official action on the part of said employee, member or director.

Firms responding to this Procurement/Contract should note that the State recognizes that conflicts may occur in the future because a Firm may have existing or new relationships.

The State will review the nature of any such new relationship and reserves the right to terminate the contract for cause if, in its judgment, a real or potential conflict of interest cannot be cured.

Signature: 
Date: May 31, 2019
Name: Norman Hinsey, PE, LEED AP
Title: Program Manager

This form must be signed by an authorized executive or legal representative and returned with the Bid/Proposal/Contract.

United States Environmental Protection Agency

OMB Control No: 2090-0030
Approved: 8/13/2013
Approval Expires: 8/31/2015

Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Participation Form

An EPA Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. This form gives a DBE[1] subcontractor[2] the opportunity to describe work received and/or report any concerns regarding the EPA-funded project (e.g., in areas such as termination by prime contractor, late payments, etc.). The DBE subcontractor can, as an option, complete and submit this form to the EPA DBE Coordinator at any time during the project period of performance.

Subcontractor Name Hayduk Engineering, LLC		Project Name *Bay Park Wastewater Treatment Facility Diversion Project - Design-Build Professional Consulting Services*
Bid/ Proposal No. *C011506*	Assistance Agreement ID No. (if known)	Point of Contact Stephen G. Hayduk
Address 1010 Route 112, Suite 200, Port Jefferson Station, NY 11776		
Telephone No. 631.476.0600		Email Address shayduk@haydukengineering.com
Prime Contractor Name *AECOM USA, Inc.*		Issuing/Funding Entity:

Contract Item Number	Description of Work Received from the Prime Contractor Involving Construction, Services , Equipment or Supplies	Amount Received by Prime Contractor
	To be determined after contract award	TBD

[1] A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

[2] Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

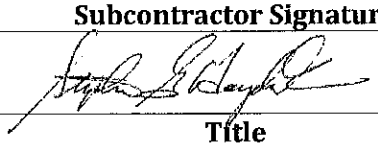
EPA FORM 6100-2 (DBE Subcontractor Participation Form)

EPA United States Environmental Protection Agency

OMB Control No: 2090-0030
Approved: 8/13/2013
Approval Expires: 8/31/2015

Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Participation Form

Please use the space below to report any concerns regarding the above EPA-funded project:

Subcontractor Signature	Print Name
	Stephen G. Hayduk
Title	**Date**
Managing Member	May 28, 2019

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

EPA United States Environmental Protection Agency

OMB Control No: 2090-0030
Approved: 8/13/2013
Approval Expires: 8/31/2015

Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form

This form is intended to capture the DBE[1] subcontractor's[2] description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractors bid or proposal package.

Subcontractor Name Hayduk Engineering, LLC		Project Name *Bay Park Wastewater Treatment Facility Diversion Project - Design-Build Professional Consulting Services*
Bid/ Proposal No. *C011506*	Assistance Agreement ID No. (if known)	Point of Contact Stephen G. Hayduk
Address 1010 Route 112, Suite 200, Port Jefferson Station, NY 11776		
Telephone No. 631.476.0600		Email Address shayduk@haydukengineering.com
Prime Contractor Name *AECOM USA, Inc.*		Issuing/Funding Entity:

Contract Item Number	**Description of Work Submitted to the Prime Contractor Involving Construction, Services , Equipment or Supplies**	**Price of Work Submitted to the Prime Contractor**
	To be determined after contract award	TBD

DBE Certified By: ○ DOT ○ SBA ◉ Other: SDVOB	Meets/ exceeds EPA certification standards? ○ YES ○ NO ○ Unknown

[1] A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

[2] Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

EPA United States Environmental Protection Agency

OMB Control No: 2090-0030
Approved: 8/13/2013
Approval Expires: 8/31/2015

Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	**Print Name**
	Paul F. Storella, PE
Title	**Date**
Senior Vice President	*May 31, 2019*

Subcontractor Signature	**Print Name**
	Stephen G. Hayduk
Title	**Date**
Managing Member	May 28, 2019

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

ATTACHMENT 2.1

FIRM'S LEGAL INFORMATION

(Must be completed by Respondent and all its subcontractors)

NAME OF FIRM (as registered with the NYS Dept. of State)		
Hayduk Engineering, LLC		
Main office and contact details of Firm		
Main office address:	Contact name	Stephen G. Hayduk
1010 Route 112, Suite 200 Port Jefferson Station, NY 11776	Title	Managing Member
	Telephone No.	631.476.0600
	Email	shayduk@haydukengineering.com
Local or regional contact details of Firm (if different from above)		
Local/regional office address:	Contact name	
	Title	
	Telephone No.	
	Email	

ADDITIONAL INFORMATION			
Firm DUNS Number	[redacted]	**Name of Firm's parent Company, if any**	N/A
Firm's Federal ID Number	[redacted]	**Additional Certifications, if any (e.g., MBE, WBE, SDVOB)**	SDVOB
Role in Contract (prime, sub)	Subconsultant	**State of Incorporation**	New York
Has the firm been involved in any litigation in last ten years? If so, explain the nature and current status of each action.	No		
Has the firm been found in breach of a professional services contract? If so, explain the nature and current status of each action.	No		

ATTACHMENT 3.1

AUTHORIZATION TO PROVIDE PROFESSIONAL SERVICES IN NEW YORK STATE

NAME OF FIRM PROVIDING PROFESSONAL SERVICES	Hayduk Engineering, LLC	
EITHER (1) Copy of current Certificate of Authorization to provide Engineering Services issued by the New York State Education Department is attached.	**Yes** (copy attached)	**No** (Item (2) applies)
	Yes	
OR (2) Documentation is attached to this Attachment 3.1 demonstrating the ability to obtain Certificate of Authorization to provide Engineering Services from the New York State Education Department in accordance with the New York State Education Law, Title VIII, Articles 130, 145, 147 and 148.	**Yes, documentation attached, and further details are given below**	
If (2) applies, give details of attached documentation demonstrating ability to obtain the relevant certification / license: (Add additional lines if required.)		

THE UNIVERSITY OF THE STATE OF NEW YORK
EDUCATION DEPARTMENT

THIS IS TO CERTIFY THAT HAVING MET THE REQUIREMENTS OF SECTION 7210 OF THE EDUCATION LAW AND IN ACCORDANCE THEREWITH THIS CERTIFICATE OF AUTHORIZATION IS GRANTED WHICH ENTITLES

HAYDUK ENGINEERING LLC
1010 RTE 112
SUITE 310
PT JEFFERSON STATION, NY 11776-0000

TO PROVIDE PROFESSIONAL ENGINEERING SERVICES IN THE STATE OF NEW YORK FOR THE PERIOD 02/01/2017 TO 01/31/2020.



MARYELLEN ELIA
COMMISSIONER OF EDUCATION

CERTIFICATE NUMBER
0013488

ATTACHMENT 8

VENDOR ASSURANCE OF NO CONFLICT OF INTEREST OR DETRIMENTAL EFFECT

The Firm offering to provide services pursuant to this Procurement/Contract, as a contractor, joint venture contractor, subcontractor, or consultant, attests that its performance of the services outlined in this Procurement/Contract does not and will not create a conflict of interest with nor position the Firm to breach any other contract currently in force with the State of New York.

Furthermore, the Firm attests that it will not act in any manner that is detrimental to any State project on which the Firm is rendering services. Specifically, the Firm attests that:

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2. The fulfillment of obligations by the Firm, as proposed in the response, does not and will not create any conflict of interest, or perception thereof, with any current role or responsibility that the Firm has with regard to any existing contracts or agreements between the Firm and the State;

3. The fulfillment of obligations by the Firm, as proposed in the response, does not and will not compromise the Firm's ability to carry out its obligations under any existing contracts between the Firm and the State;

4. The fulfillment of any other contractual obligations that the Firm has with the State will not affect or influence its ability to perform under any contract with the State resulting from this Procurement;

5. During the negotiation and execution of any contract resulting from this Procurement, the Firm will not knowingly take any action or make any decision which creates a potential for conflict of interest or might cause a detrimental impact to the State as a whole including, but not limited to, any action or decision to divert resources from one State project to another;

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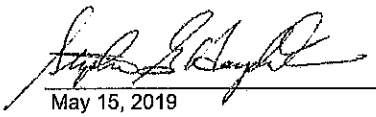
7. No former officer or employee of the State who is now employed by the Firm, nor any former officer or employee of the Firm who is now employed by the State, has played a role with regard to the administration of this contract procurement in a manner that may violate section 73(8)(a) of the State Ethics Law; and

8. The Firm has not and shall not offer to any employee, member or director of the State any gift, whether in the form of money, service, loan, travel, entertainment, hospitality,

thing or promise, or in any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence said employee, member or director, or could reasonably be expected to influence said employee, member or director, in the performance of the official duty of said employee, member or director or was intended as a reward for any official action on the part of said employee, member or director.

Firms responding to this Procurement/Contract should note that the State recognizes that conflicts may occur in the future because a Firm may have existing or new relationships.

The State will review the nature of any such new relationship and reserves the right to terminate the contract for cause if, in its judgment, a real or potential conflict of interest cannot be cured.

Signature: 
Date: May 15, 2019
Name: Stephen G. Hayduk
Title: Managing Member

This form must be signed by an authorized executive or legal representative and returned with the Bid/Proposal/Contract.

United States Environmental Protection Agency

OMB Control No: 2090-0030
Approved: 8/13/2013
Approval Expires: 8/31/2015

Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Participation Form

An EPA Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. This form gives a DBE[1] subcontractor[2] the opportunity to describe work received and/or report any concerns regarding the EPA-funded project (e.g., in areas such as termination by prime contractor, late payments, etc.). The DBE subcontractor can, as an option, complete and submit this form to the EPA DBE Coordinator at any time during the project period of performance.

Subcontractor Name Nova Consulting & Engineering, LLC.		Project Name *Bay Park Wastewater Treatment Facility Diversion Project - Design-Build Professional Consulting Services*
Bid/ Proposal No. *C011506*	Assistance Agreement ID No. (If known)	Point of Contact Nicholas M. Canonico, PG.
Address 555 Eighth Avenue, Suite 1903, New York, NY 10018		
Telephone No. 212-279-6682		Email Address ncanonico@nova-consulting.com
Prime Contractor Name *AECOM USA, Inc.*		Issuing/Funding Entity:

Contract Item Number	Description of Work Received from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Amount Received by Prime Contractor

[1] A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

[2] Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

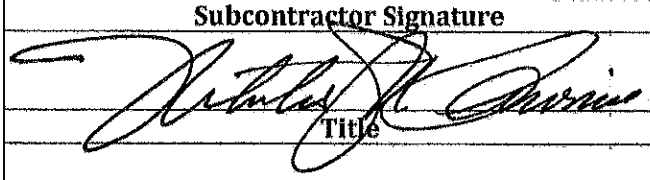
EPA FORM 6100-2 (DBE Subcontractor Participation Form)

EPA United States Environmental Protection Agency

OMB Control No: 2090-0030
Approved: 8/13/2013
Approval Expires: 8/31/2015

Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Participation Form

Please use the space below to report any concerns regarding the above EPA-funded project:

Subcontractor Signature	Print Name
	Nicholas M. Canonico, PG.
Title	**Date**
Vice President	May 27, 2019

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

EPA United States Environmental Protection Agency

OMB Control No: 2090-0030
Approved: 8/13/2013
Approval Expires: 8/31/2015

Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form

This form is intended to capture the DBE[1] subcontractor's[2] description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractors bid or proposal package.

Subcontractor Name		Project Name
Nova Consulting & Engineering, LLC.		*Bay Park Wastewater Treatment Facility Diversion Project - Design-Build Professional Consulting Services*
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact
C011506		Nicholas M. Canonico, PG.
Address		
555 Eighth Avenue, Suite 1903, New York, NY 10018		
Telephone No.		Email Address
212-279-6682		ncanonico@nova-consulting.com
Prime Contractor Name		Issuing/Funding Entity:
AECOM USA, Inc.		

Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services , Equipment or Supplies	Price of Work Submitted to the Prime Contractor

DBE Certified By: ○ DOT ○ SBA ___	Meets/ exceeds EPA certification standards?
Other: NJ Transit	☒ YES ○ NO ○ Unknown

[1] A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

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EPA FORM 6100-3 (DBE Subcontractor Performance Form)

United States Environmental Protection Agency

OMB Control No: 2090-0030
Approved: 8/13/2013
Approval Expires: 8/31/2015

Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
	Paul F. Storella, PE
Title	**Date**
Senior Vice President	*May 31, 2019*

Subcontractor Signature	Print Name
	Nicholas M. Canonico
Title	**Date**
Vice President	May 27, 2019

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ATTACHMENT 3.1

AUTHORIZATION TO PROVIDE PROFESSIONAL SERVICES IN NEW YORK STATE

NAME OF FIRM PROVIDING PROFESSONAL SERVICES		
EITHER (1) Copy of current Certificate of Authorization to provide Engineering Services issued by the New York State Education Department is attached.	**Yes** (copy attached) Yes	**No** (Item (2) applies)
OR (2) Documentation is attached to this Attachment 3.1 demonstrating the ability to obtain Certificate of Authorization to provide Engineering Services from the New York State Education Department in accordance with the New York State Education Law, Title VIII, Articles 130, 145, 147 and 148.	**Yes, documentation attached, and further details are given below**	
If (2) applies, give details of attached documentation demonstrating ability to obtain the relevant certification / license: (Add additional lines if required.)		

THE UNIVERSITY OF THE STATE OF NEW YORK
EDUCATION DEPARTMENT

THIS IS TO CERTIFY THAT HAVING MET THE REQUIREMENTS OF SECTION 7210 OF THE EDUCATION LAW AND IN ACCORDANCE THEREWITH THIS CERTIFICATE OF AUTHORIZATION IS GRANTED WHICH ENTITLES

NOVA CONSULTING & ENGINEERING LLC
555 EIGHTH AVENUE
SUITE 1903
NEW YORK, NY 10018-0000

TO PROVIDE PROFESSIONAL ENGINEERING SERVICES IN THE STATE OF NEW YORK FOR THE PERIOD 11/01/2018 TO 10/31/2021.

MARYELLEN ELIA
COMMISSIONER OF EDUCATION

CERTIFICATE NUMBER
0015822

ATTACHMENT 8

VENDOR ASSURANCE OF NO CONFLICT OF INTEREST OR DETRIMENTAL EFFECT

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thing or promise, or in any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence said employee, member or director, or could reasonably be expected to influence said employee, member or director, in the performance of the official duty of said employee, member or director or was intended as a reward for any official action on the part of said employee, member or director.

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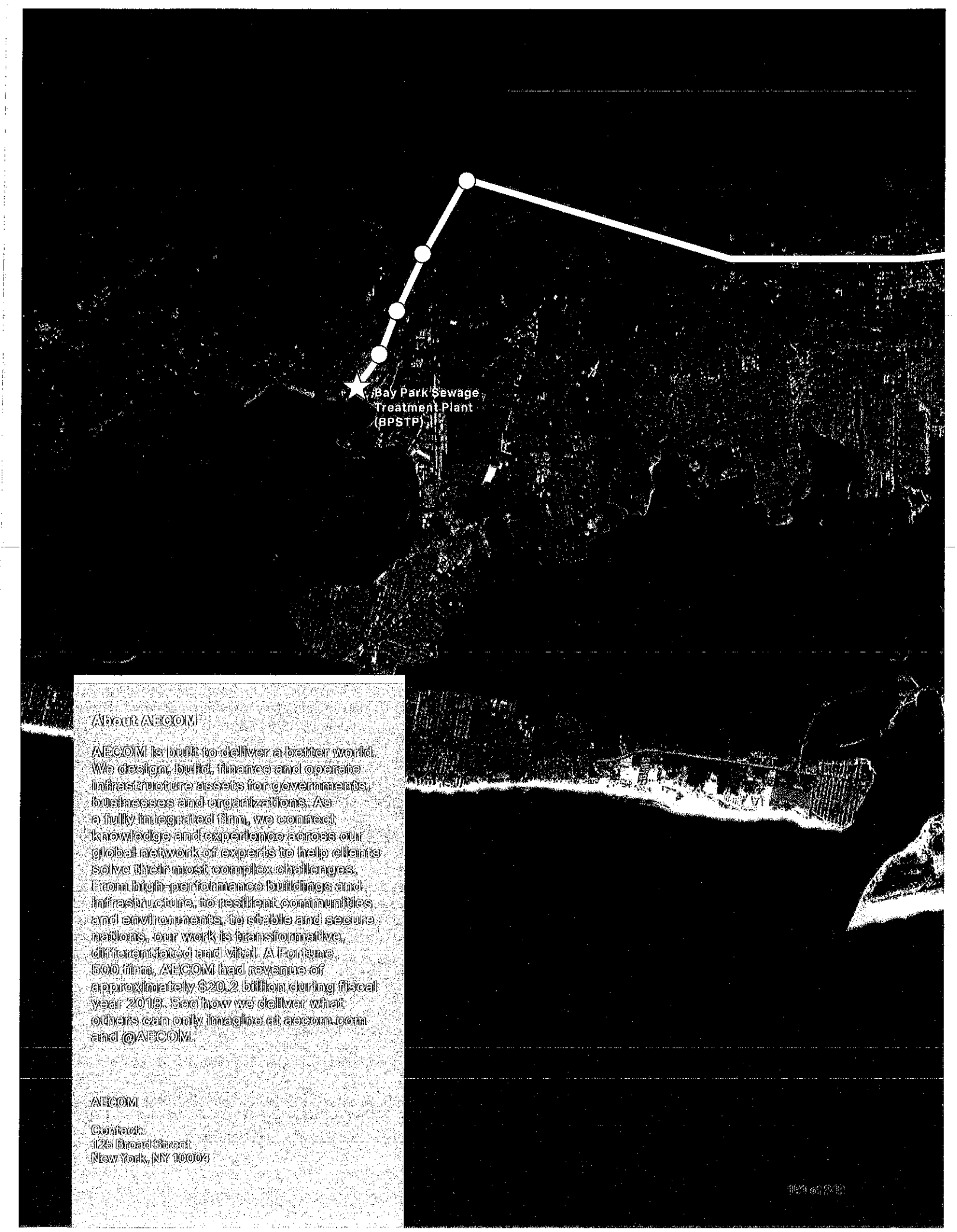
The State will review the nature of any such new relationship and reserves the right to terminate the contract for cause if, in its judgment, a real or potential conflict of interest cannot be cured.

Signature:
Date: May 27 2019
Name: Nicholas M. Canonico, PG.
Title: Vice President

This form must be signed by an authorized executive or legal representative and returned with the Bid/Proposal/Contract.



About AECOM

AECOM is built to deliver a better world. We design, build, finance and operate infrastructure assets for governments, businesses and organizations. As a fully integrated firm, we connect knowledge and experience across our global network of experts to help clients solve their most complex challenges. From high-performance buildings and infrastructure, to resilient communities and environments, to stable and secure nations, our work is transformative, differentiated and vital. A Fortune 500 firm, AECOM had revenue of approximately $20.2 billion during fiscal year 2018. See how we deliver what others can only imagine at aecom.com and @AECOM.

AECOM

Contact:
125 Broad Street
New York, NY 10004

STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds $50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed $85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of

any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds $5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00,

whereby a 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 contracting agency; or (ii) a written agreement in excess of $100,000.00 whereby a 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; or (iii) a written agreement in excess of $100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the 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, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State 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.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than $1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded

the contract, the Department of Civil Service and the State Comptroller.

24. **PROCUREMENT LOBBYING.** To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. **CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.**
To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. **IRAN DIVESTMENT ACT**. By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at:
http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

APPENDIX B

Standard Clauses for All New York State Department of Environmental Conservation Contracts

The parties to the attached contract, license, lease, grant, amendment or other agreement of any kind (hereinafter "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract. The word "Contractor" herein refers to any party to the contract, other than the New York State Department of Environmental Conservation (hereinafter "Department").

I. **Postponement, suspension, abandonment or termination by the Department:**
The Department shall have the right to postpone, suspend, abandon or terminate this contract, and such actions shall in no event be deemed a breach of contract. In the event of any termination, postponement, delay, suspension or abandonment, the Contractor shall immediately stop work, take steps to incur no additional obligations, and to limit further expenditures. Within 15 days of receipt of notice, the Contractor shall deliver to the Department all data, reports, plans, or other documentation related to the performance of this contract, including but not limited to source codes and specifications, guarantees, warranties, as-built plans and shop drawings. In any of these events, the Department shall make settlement with the Contractor upon an equitable basis as determined by the Department which shall fix the value of the work which was performed by the Contractor prior to the postponement, suspension, abandonment or termination of this contract. This clause shall not apply to this contract if the contract contains other provisions applicable to postponement, suspension or termination of the contract.

II. **Indemnification and Hold harmless** The Contractor agrees that it will indemnify and save harmless the Department and the State of New York from and against all losses from claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against it by reason of any omission or tortious act of the Contractor, its agents, employees, suppliers or subcontractors in the performance of this contract. The Department and the State of New York may retain such monies from the amount due Contractor as may be necessary to satisfy any claim for damages, costs and the like, which is asserted against the Department and/or the State of New York.

III. **Conflict of Interest**
(a) Organizational Conflict of Interest. To the best of the Contractor's knowledge and belief, the Contractor warrants that there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as herein defined, or that the Contractor has disclosed all such relevant information to the Department.

(1) An organizational conflict of interest exists when the nature of the work to be performed under this contract may, without some restriction on future activities, impair or appear to impair the Contractor's objectivity in performing the work for the Department.

(2) The Contractor agrees that if an actual, or potential organizational conflict of interest is discovered at any time after award, whether before or during performance, the Contractor will immediately make a full disclosure in writing to the Department. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Department, to avoid, mitigate, or minimize the actual or potential conflict.

(3) To the extent that the work under this contract requires access to personal, proprietary or confidential business or financial data of persons or other companies, and as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure and agrees not to use it to compete with such companies.

(b) Personal Conflict of Interest: The following provisions with regard to management or professional level employee personnel performing under this contract shall apply until the earlier of the termination date of the affected employee(s) or the duration of the contract.

(1) A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair or appear to impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work. The Contractor agrees to notify the Department immediately of any actual or potential personal conflict of interest with regard to any such person working on or having access to information regarding this contract, as soon as Contractor becomes aware of such conflict. The Department will notify the Contractor of the appropriate action to be taken.

(2) The Contractor agrees to advise all management or professional level employees involved in the work of this contract, that they must report any personal conflicts of interest to the Contractor. The Contractor must then advise the Department which will advise the Contractor of the appropriate action to be taken.

(3) Unless waived by the Department, the Contractor shall certify annually that, to the best of the Contractor's knowledge and belief, all actual, apparent or potential conflicts of interest, both personal and organizational, as defined herein, have been reported to the Department. Such certification must be signed by a senior executive of the Contractor and submitted in accordance with instructions provided by the Department. Along with the annual certification, the Contractor shall also submit an update of any changes in any conflict of interest plan submitted with its proposal for this contract. The initial certification shall cover the one-year period from the date of contract award, and all subsequent certifications shall cover successive annual periods thereafter. The certification is to be submitted no later than 45 days after the close of the previous certification period covered.

(4) In performing this contract, the Contractor recognizes that its employees may have access to data, either provided by the Department or first generated during contract performance, of a sensitive nature which should not be released without Department approval. If this situation occurs, the Contractor agrees to obtain confidentiality agreements from all affected employees working on requirements under this contract including subcontractors and consultants. Such agreements shall contain provisions which stipulate that each employee agrees not to disclose, either in whole or in part, to any entity external to the Department, Department of Health or the New York State Department of Law, any information or data provided by the Department or first generated by the Contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the Department. If a Contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the Contractor must provide immediate advance notification to the Department so that the Department can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the contract and for a period of five (5) years after completion of the contract.

(c) Remedies - The Department may terminate this contract in whole or in part, if it deems such termination necessary to avoid an organizational or personal conflict of interest, or an unauthorized disclosure of information. If the Contractor fails to make required disclosures or misrepresents relevant information to the Department, the Department may terminate the contract, or pursue such other remedies as may be permitted by the terms of Clause I of this Appendix or other applicable provisions of this contract regarding termination.

(d) The Contractor will be ineligible to make a proposal or bid on a contract for which the Contractor has developed the statement of work or the solicitation package

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder (except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services) provisions which shall conform substantially to the language of this clause, including this paragraph (e), unless otherwise authorized by the Department.

If this is a contract for work related to action at an inactive hazardous waste site, the following paragraph shall apply to those Contractors whose work requires the application of professional judgment: It does not apply to construction contracts.

(f) Due to the scope and nature of this contract, the Contractor shall observe the following restrictions on future hazardous waste site contracting for the duration of the contract.

(1) The Contractor, during the life of the work assignment and for a period of three (3) years after the completion of the work assignment, agrees not to enter into a contract with or to represent any party with respect to any work relating to remedial activities or work pertaining to a site where the Contractor previously performed work for the Department under this contract without the prior written approval of the Department.

(2) The Contractor agrees in advance that if any bids/proposals are submitted for any work for a third party that would require written approval of the Department prior to entering into a contract because of the restrictions of this clause, then the bids/proposals are submitted at the Contractor's own risk, and no claim shall be made against the Department to recover bid/proposal costs as a direct cost whether the request for authorization to enter into the contract is denied or approved.

IV. **Requests for Payment** All requests for payment by the Contractor must be submitted on forms supplied and approved by the Department. Each payment request must contain such items of information and supporting documentation as are required by the Department, and shall be all-inclusive for the period of time covered by the payment request.

V. **Compliance with Federal requirements** To the extent that federal funds are provided to the Contractor or used in paying the Contractor under this contract, the Contractor agrees that it will comply with all applicable federal laws and regulations, including but not limited to those laws and regulations under which the Federal funds were authorized. The Contractor further agrees to insert in any subcontract hereunder, provisions which shall conform substantially to the language of this clause.

VI. **Independent Contractor** The Contractor shall have the status of an independent contractor. Accordingly, the Contractor agrees that it will conduct itself in a manner consistent with such status, and that it will neither hold itself out as, nor claim to be, an officer or employee of the Department by reason of this contract. It further agrees that it will not make any claim, demand or application to the Department for any right or privilege applicable to an officer or employee of the Department, including but not limited to worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

VII. **Compliance with applicable laws**

(a) Prior to the commencement of any work under this contract, the Contractor is required to meet all legal requirements necessary in the performance of the contract. This includes but is not limited to compliance with all applicable federal, state and local laws and regulations promulgated thereunder. It is the Contractor's responsibility to obtain any necessary permits, or other authorizations. By signing this contract, the Contractor affirmatively represents that it has complied with said laws, unless it advises the Department otherwise, in writing. The Department signs this contract in reliance upon this representation.

(b) During the term of this contract, and any extensions thereof, the Contractor must remain in compliance with said laws. A failure to notify the Department of noncompliance of which the Contractor was or should have been aware, may be considered a material breach of this contract.

VIII. **Dispute Resolution** The parties agree to the following steps, or as many as are necessary to resolve disputes between the Department and the Contractor.

(a) The Contractor specifically agrees to submit, in the first instance, any dispute relating to this contract to the designated individual, who shall render a written decision and furnish a copy thereof to the Contractor.

(1) The Contractor must request such decision in writing no more than fifteen days after it knew or should have known of the facts which are the basis of the dispute.

(2) The decision of the designated individual shall be the final DEC determination, unless the Contractor files a written appeal of that decision with the designated appeal individual ("DAI") within twenty days of receipt of that decision.

(b) Upon receipt of the written appeal, the DAI, will review the record and decision. Following divisional procedures in effect at that time, the DAI will take one of the following actions, with written notice to the Contractor.

(1) Remand the matter to the program staff for further negotiation or information if it is determined that the matter is not ripe for review; or
(2) Determine that there is no need for further action, and that the determination of the designated individual is confirmed; or
(3) Make a determination on the record as it exists.

(c) The decision of the DAI shall be the final DEC decision unless the Contractor files a written appeal of that decision with the Chair of the Contract Review Committee ("CRC") within twenty days of receipt of that decision.

The designated individual to hear disputes is:

James Tierney, Deputy Commissioner
(Name and Title)

625 Broadway, Albany New York
(Address)

(518) 402-2794
(Telephone)

The designated appeal individual to review decisions is:

Thomas Berkman, General Counsel
(Name and Title)

625 Broadway, Albany New York
(Address)
(518) 402-8543
(Telephone)

The Chair of the Contract Review Committee is:

Department of Environmental Conservation
Nancy W. Lussier Chair
Contract Review Committee
625 Broadway, 10th Floor
Albany, NY 12233-5010
Telephone: (518) 402-9228

(d) Upon receipt of the written appeal, the Chair of the CRC, in consultation with the members of the CRC and the Office of General Counsel, will take one of the following actions, or a combination thereof, with written notice to the Contractor.

(1) Remand the matter to program staff for additional fact finding, negotiation, or other appropriate action; or

(2) Adopt the decision of the DAI; or

(3) Consider the matter for review by the CRC in accordance with its procedures.

(e) Following a decision to proceed pursuant to (d) 3, above, the Chair of the CRC shall convene a proceeding in accordance with the CRC's established contract dispute resolution guidelines. The proceeding will provide the Contractor with an opportunity to be heard.

(f) Following a decision pursuant to (d) 2 or (d) 3, the CRC shall make a written recommendation to the Assistant Commissioner for Administration who shall render the final DEC determination.

(g) At any time during the dispute resolution process, and upon mutual agreement of the parties, the Office of Hearings and Mediation Services (OHMS) may be requested to provide mediation services or other appropriate means to assist in resolving the dispute. Any findings or recommendations made by the OHMS will not be binding on either party.

(h) Final DEC determinations shall be subject to review only pursuant to Article 78 of the Civil Practice Law and Rules.

(i) Pending final determination of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract in accordance with the decision of the designated individual. Nothing in this Contract shall be construed as making final the decision of any administrative officer upon a question of law.

(j) Notwithstanding the foregoing, at the option of the Contractor, the following shall be subject to review by the CRC: Disputes arising under Article 15-A of the Executive Law (Minority and Women Owned Business participation), the Department's determination with respect to the adequacy of the Contractor's Utilization Plan, or the Contractor's showing of good faith efforts to comply therewith. A request for a review before the CRC should be made, in writing, within twenty days of receipt of the Department's determination.

(k) The CRC will promptly convene a review in accordance with Article 15-A of the Executive Law and the regulations promulgated thereunder.

IX. Labor Law Provisions

(a) When applicable, the Contractor shall post, in a location designated by the Department, a copy of the New York State Department of Labor schedules of prevailing wages and supplements for this project, a copy of all re-determinations of such schedules for the project, the Workers' Compensation Law Section 51 notice, all other notices required by law to be posted at the site, the Department of Labor notice that this project is a public work project on which each worker is entitled to receive the prevailing wages and supplements for their occupation, and all other notices which the Department directs the Contractor to post. The Contractor shall provide a surface for such notices which is satisfactory to the Department. The Contractor shall maintain such notices in a legible manner and shall replace any notice or schedule which is damaged, defaced, illegible or removed for any reason. Contractor shall post such notices before commencing any work on the site and shall maintain such notices until all work on the site is complete.

(b) When appropriate, contractor shall distribute to each worker for this Contract a notice, in a form provided by the Department, that this project is a public work project on which each worker is entitled to receive the prevailing wage and supplements for the occupation at which he or she is working. Worker includes employees of Contractor and all Subcontractors and all employees of suppliers entering the site. Such notice shall be distributed to each worker before they start performing any work of this contract. At the time of distribution, Contractor shall have each worker sign a statement, in a form provided by the Department, certifying that the worker has received the notice required by this section, which signed statement shall be maintained with the payroll records required by the following paragraph (c).

(c) Contractor shall maintain on the site the original certified payrolls or certified transcripts thereof which Contractor and all of its Subcontractors are required to maintain pursuant to the New York Labor Law Section 220. Contractor shall maintain with the payrolls or transcripts thereof, the statements signed by each worker pursuant to paragraph (b).

(d) Within thirty days of issuance of the first payroll, and every thirty days thereafter, the Contractor and every subcontractor must submit a transcript of the original payroll to the Department, which transcript must be subscribed and affirmed as true under penalty of perjury.

X. **Offset** In accordance with State Law, the Department has the authority to administratively offset any monies due it from the Contractor, from payments due to the Contractor under this contract. The Department may also (a) assess interest or late payment charges, and collection fees, if applicable; (b) charge a fee for any dishonored check; (c) refuse to renew certain licenses and permits.

XI. **Tax Exemption** Pursuant to Tax Law Section 1116, the State is exempt from sales and use taxes. A standard state voucher is sufficient evidence thereof. For federal excise taxes, New York's registration Number 14740026K covers tax-free transactions under the Internal Revenue Code.

XII. **Litigation Support** In the event that the Department becomes involved in litigation related to the subject matter of this contract, the Contractor agrees to provide background support and other litigation support, including but not limited to depositions, appearances, and testimony. Compensation will be negotiated and based on rates established in the contract, or as may otherwise be provided in the contract.

XIII **Equipment** Any equipment purchased with funds provided under this contract, shall remain the property of the Department, unless otherwise provided in the contract. The Contractor shall be liable for all costs for maintaining the property in good, usable condition. It shall be returned to the Department upon completion of the contract, in such condition, unless the Department elects to sell the equipment to the Contractor, upon mutually agreeable terms.

XIV. **Inventions or Discoveries** Any invention or discovery first made in performance of this Contract shall be the property of the Department, unless otherwise provided in the contract. The Contractor agrees to provide the Department with any and all materials related to this property. At the Department's option, the Contractor may be granted a non-exclusive license.

XV. **Patent and Copyright Protection**
If any patented or copyrighted material is involved in or results from the performance of this Contract, this Article shall apply.

(a) The Contractor shall, at its expense, defend any suit instituted against the Department and indemnify the Department against any award of damages and costs made against the Department by a final judgment of a court of last resort based on the claim that any of the products, services or consumable supplies furnished by the Contractor under this Contract infringes any patent, copyright or other proprietary right; provided the Department gives the Contractor:

(1) prompt written notice of any action, claim or threat of infringement suit, or other suit, and

(2) the opportunity to take over, settle or defend such action at the Contractor's sole expense, and

(3) all available information, assistance and authority necessary to the action, at the Contractor's sole expense.

(4) The Contractor shall control the defense of any such suit, including appeals, and all negotiations to effect settlement, but shall keep the Department fully informed concerning the progress of the litigation.

(b) If the use of any item(s) or parts thereof is held to infringe a patent or copyright and its use is enjoined, or Contractor believes it will be enjoined, the Contractor shall have the right, at its election and expense to take action in the following order of precedence:

(1) procure for the Department the right to continue using the same item or parts thereof;

(2) modify the same so that it becomes non-infringing and of at least the same quality and performance;

(3) replace the item(s) or parts thereof with noninfringing items of at least the same quality and performance;

(4) if none of the above remedies are available, discontinue its use and eliminate any future charges or royalties pertaining thereto. The Contractor will buy back the infringing product(s) at the State's book value, or in the event of a lease, the parties shall terminate the lease. If discontinuation or elimination results in the Contractor not being able to perform the Contract, the Contract shall be terminated.

(c) In the event that an action at law or in equity is commenced against the Department arising out of a claim that the Department's use of any item or material pursuant to or resulting from this Contract infringes any patent, copyright or proprietary right, and such action is forwarded by the Department to the Contractor for defense and indemnification pursuant to this Article, the Department shall copy all pleadings and documents forwarded to the Contractor together with the forwarding correspondence and a copy of this Contract to the Office of the Attorney General of the State of New York. If upon receipt of such request for defense, or at any time thereafter, the Contractor is of the opinion that the allegations in such action, in whole or in part, are not covered by the indemnification set forth in this Article, the Contractor shall immediately notify the Department and the Office of the Attorney General of the State of New York in writing and shall specify to what

extent the Contractor believes it is and is not obligated to defend and indemnify under the terms and conditions of this Contract. The Contractor shall in such event protect the interests of the Department and State of New York and secure a continuance to permit the State of New York to appear and defend its interests in cooperation with Contractor as is appropriate, including any jurisdictional defenses which the Department and State shall have.

(d) The Contractor shall, however, have no liability to the Department under this Article if any infringement is based upon or arises out of: (1) compliance with designs, plans, or specifications furnished by or on behalf of the Department as to the items; (2) alterations of the items by the Department; (3) failure of the Department to use updated items provided by the Contractor for avoiding infringement; (4) use of items in combination with apparatus or devices not delivered by the Contractor; (5) use of items in a manner for which the same were neither designed nor contemplated; or (6) a patent or copyright in which the Department or any affiliate or subsidiary of the Department has any direct or indirect interest by license or otherwise.

(e) The foregoing states the Contractor's entire liability for, or resulting from, patent or copyright infringement or claim thereof.

XVI. **Force Majeure** The term Force Majeure shall include acts of God, work stoppages due to labor disputes or strikes, fires, explosions, epidemics, riots, war rebellion, sabotage or the like. If a failure of or delay in performance by either party results from the occurrence of a Force Majeure event, the delay shall be excused and the time for performance extended by a period equivalent to the time lost because of the Force majeure event, if and to the extent that:

(a) The delay or failure was beyond the control of the party affected and not due to its fault or negligence; and

(b) The delay or failure was not extended because of the affected party's failure to use all reasonable diligence to overcome the obstacle or to resume performance immediately after such obstacle was overcome; and

(c) The affected party provides notice within (5) days of the onset of the event, that it is invoking the protection of this provision.

XVII. **Freedom of Information Requests** The Contractor agrees to provide the Department with any records which must be released in order to comply with a request pursuant to the Freedom of Information Law. The Department will provide the contractor with an opportunity to identify material which may be protected from release and to support its position.

XVIII. **Precedence** In the event of a conflict between the terms of this Appendix B and the terms of the Contract (including any and all attachments thereto and amendments thereof, but not including Appendix A), the terms of this Appendix B shall control. In the event of a conflict between the terms of this Appendix B, and the terms of Appendix A, the terms of Appendix A shall control.

XIX. **Article 15-Requirements**

PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO STATE CONTRACTS: REQUIREMENTS AND PROCEDURES

RESERVED - See Appendix D

Appendix C

Standard Clauses for Ethics in all NYSDEC Contracts

The parties to the attached contract, license, lease, grant, amendment or other agreement of any kind (hereinafter "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract. The word "Offeror" herein refers to any party submitting an application, bid, proposal, or other documents in response to this procurement. The word "Contractor" herein refers to any party to the contract, other than the New York State Department of Environmental Conservation (hereinafter "Department").

I. Conflict of Interest

A. Procurement Phase:

1. An Offeror will disclose any existing or contemplated relationship with any other person or entity, including relationships with any member, shareholders of 5% or more, parent, subsidiary, or affiliated firm, which would constitute an actual or potential conflict of interest or appearance of impropriety, relating to other clients/customers of the Offeror or former officers and employees of the Agencies and their Affiliates, in connection with the Offeror rendering services enumerated in this procurement. If a conflict does or might exist, the Offeror will describe how the Offeror would eliminate or prevent it. This description will include, but not be limited to what procedures will be followed to detect, notify the Agencies of, and resolve any such conflicts.

2. The Offeror must disclose whether it, or any of its members, shareholders of 5% or more, parents, affiliates, or subsidiaries, have been the subject of any investigation or disciplinary action by the New York State Joint Commission on Public Ethics or its predecessor State entities (collectively, "Commission"), and if so, a brief description must be included in the Offeror's response indicating how any matter before the Commission was resolved or whether it remains unresolved.

3. The Offeror/Contractor has provided a form (Vendor Assurance of No Conflict of Interest or Detrimental Effect attached hereto as **Attachment** 8), signed by an authorized executive or legal representative attesting that the Offeror's/Contractor's performance of the services does not and will not create a conflict of interest with, nor position the Offeror/Contractor to breach any other contract currently in force with the State of New York, that the Offeror/Contractor will not act in any manner that is detrimental to any State project on which the Offeror/Contractor is rendering services.

B. Contract Phase:

1. The Contractor hereby reaffirms the attestations made in its proposal and covenants and represents that there is and shall be no actual or potential conflict of interest that could prevent the Contractor's satisfactory or ethical performance of duties required to be performed pursuant to the terms of this contract. The Contractor shall have a duty to notify the Department immediately of any actual or potential conflicts of interest.

2. In conjunction with any subcontract under this contract, the Contractor shall obtain and deliver to the Department, prior to entering into a subcontract, a Vendor Assurance of No Conflict of Interest or Detrimental Effect form, signed by an authorized executive or legal representative of the subcontractor. The Contractor shall also require in any subcontracting agreement that the subcontractor, in conjunction with any further subcontracting agreement, obtain and deliver to the Department a signed and completed Vendor Assurance of No Conflict of Interest or Detrimental Effect form for each of its subcontractors prior to entering into a subcontract.

3. The Department and the Contractor recognize that conflicts may occur in the future because the Contractor may have existing or establish new relationships. The Department will review the nature of any relationships and reserves the right to terminate this contract for any reason, or for cause, if, in the judgment of the Department, a real or potential conflict of interest cannot be cured.

4. In performing this contract, the Contractor recognizes that its employees may have access to data, either provided by the Department or first generated during contract performance, of a sensitive nature which should not be released without prior Department approval. If this situation occurs, the Contractor agrees to obtain confidentiality agreements from all affected employees working on requirements under this contract including subcontractors and consultants. Such agreements shall contain provisions which stipulate that each employee agrees not to disclose, either in whole or in part, to any entity external to the Department, Department of Health or the New York State Department of Law, any information or data provided by the Department or first generated by the Contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the Department. If a Contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the Contractor must provide immediate advance notification to the Department so that the Department can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the contract and for a period of five (5) years after completion of the contract.

5. The Department may terminate this contract in whole or in part, if it deems such termination necessary to avoid a conflict of interest, or an unauthorized disclosure of information. If the Contractor fails to make required disclosures or misrepresents relevant information to the Department, the Department may terminate the contract, or pursue such other remedies as may be allowed by law or other applicable provisions of this contract regarding termination.

6. The Contractor will be ineligible to make a proposal or bid on a contract for which the Contractor has developed the statement of work or the solicitation package.

7. ***If this is a contract for work related to action at an inactive hazardous waste site, the following paragraph shall apply to those Contractors whose work requires the application of professional judgment: It does not apply to construction contracts.***

   Due to the scope and nature of this contract, the Contractor shall observe the following restrictions on future hazardous waste site contracting for the duration of the contract.

   a. The Contractor, during the life of the work assignment and for a period of three (3) years after the completion of the work assignment, agrees not to enter into a contract with or to

represent any party with respect to any work relating to remedial activities or work pertaining to a site where the Contractor previously performed work for the Department under this contract without the prior written approval of the Department.

b. The Contractor agrees in advance that if any bids/proposals are submitted for any work for a third party that would require written approval of the Department prior to entering into a contract because of the restrictions of this clause, then the bids/proposals are submitted at the Contractor's own risk, and no claim shall be made against the Department to recover bid/proposal costs as a direct cost whether the request for authorization to enter into the contract is denied or approved.

II. PUBLIC OFFICERS LAW

Contractors, consultants, vendors, and subcontractors may hire former State Agency or Authority employees. However, as a general rule and in accordance with New York Public Officers Law, former employees of the State Agency or Authority may neither appear nor practice before the State Agency or Authority, nor receive compensation for services rendered on a matter before the State Agency or Authority, for a period of two years following their separation from State Agency or Authority service. In addition, former State Agency or Authority employees are subject to a "lifetime bar" from appearing before the State Agency or Authority or receiving compensation for services regarding any transaction in which they personally participated or which was under their active consideration during their tenure with the State Agency or Authority.

III. ETHICS REQUIREMENTS

The Contractor and its subcontractors shall not engage any person who is, or has been at any time, in the employ of the State to perform services in violation of the provisions of the New York Public Officers Law, other laws applicable to the service of State employees, and the rules, regulations, opinions, guidelines or policies promulgated or issued by the New York State Joint Commission on Public Ethics, or its predecessors (collectively, the "Ethics Requirements").

The Contractor certifies that all of its employees and those of its subcontractors who are former employees of the State and who are assigned to perform services under this contract shall be assigned in accordance with all Ethics Requirements. During the Term, no person who is employed by the Contractor or its subcontractors and who is disqualified from providing services under this contract pursuant to any Ethics Requirements may share in any net revenues of the Contractor or its subcontractors derived from this Contract. The Contractor shall identify and provide the State with notice of those employees of the Contractor and its Subcontractors who are former employees of the State that will be assigned to perform services under this Contract, and make sure that such employees comply with all applicable laws and prohibitions.

The State may request that the Contractor provide it with whatever information the State deems appropriate about each such person's engagement, work cooperatively with the State to solicit advice from the New York State Joint Commission on Public Ethics, and, if deemed appropriate by the State, instruct any such person to seek the opinion of the New York State Joint Commission on Public Ethics. The State shall have the right to withdraw or withhold approval of any subcontractor if utilizing such subcontractor for any work performed hereunder would be in conflict with any of the Ethics Requirements. The State

shall have the right to terminate this Contract at any time if any work performed hereunder is in conflict with any of the Ethics Requirements.

IV. SUBCONTRACTING

The Contractor agrees not to subcontract any of its services, unless as indicated in its proposal, without the prior written approval of the Department. Approval shall not be unreasonably withheld upon receipt of written request to subcontract.

The Contractor may arrange for a portion/s of its responsibilities under this Contract to be subcontracted to qualified, responsible subcontractors, subject to prior approval of the Department. If the Contractor decides to subcontract a portion of the services, the subcontractors must be clearly identified and the nature and extent of its involvement in and/or proposed performance under this contract must be fully explained by the Contractor to the Department. As part of this explanation, the subcontractor must submit to the Department a completed Vendor Assurance of No Conflict of Interest or Detrimental Effect form, as required by the Contractor prior to execution of this contract.

The Contractor retains ultimate responsibility for all services performed under the contract.

All subcontracts shall be in writing and shall contain provisions, which are functionally identical to, and consistent with, the provisions of this contract including, but not limited to, the body of this contract, Appendix A – Standard Clauses for New York State Contracts, Appendix B – Standard Clauses for All New York State Department of Environmental Conservation Contracts, Appendix C - Standard Clauses for Ethics in all New York State Department of Environmental Conservation Contracts, and the Solicitation Document.

Unless waived in writing by the Department, all subcontracts between the Contractor and subcontractors shall expressly name the State, through the Department, as the sole intended third party beneficiary of such subcontract. The Department reserves the right to review and approve or reject any subcontract, as well as any amendment to said subcontract(s), and this right shall not make the Department or the State a party to any subcontract or create any right, claim, or interest in the subcontractor or proposed subcontractor against the Department.

The Department reserves the right, at any time during the term of the contract, to verify that the written subcontract between the Contractor and subcontractors is in compliance with all of the provisions of this Section and any subcontract provisions contained in this contract. The Contractor shall give the Department immediate notice in writing of the initiation of any legal action or suit which relates in any way to a subcontract with a subcontractor or which may affect the performance of the Contractor's duties under the contract. Any subcontract shall not relieve the Contractor in any way of any responsibility, duty and/or obligation of the contract.

If at any time during performance under this contract total compensation to a subcontractor exceeds or is expected to exceed $100,000, or as otherwise requested by the Department that subcontractor shall be required to submit and certify a Vendor Responsibility Questionnaire.

NEW YORK STATE OF OPPORTUNITY. | Environmental Facilities Corporation

ANDREW M. CUOMO
Governor

SABRINA M. TY
President and CEO

APPENDIX D
EFC Program Requirements and Bid Packet for Non-Construction Contracts

(For Treatment Works and Drinking Water projects funded with NYS Clean Water State Revolving Fund or Drinking Water State Revolving Fund and Non-Treatment Works projects funded with NYS Clean Water State Revolving Fund)

Effective October 1, 2017

New York State Environmental Facilities Corporation
625 Broadway, Albany, NY 12207-2997
P: (518) 402-6924 F: (518) 402-7456
www.efc.ny.gov

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Attachment 2 - EEO Staffing Plan
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Attachment 4 - Monthly MWBE Contractor Compliance Report
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Attachment 7 - EPA Form 6100-2 - DBE Subcontractor Participation Form
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PART 1:

HOW TO USE THIS DOCUMENT

The New York State Environmental Facilities Corporation ("EFC") implements the New York State Revolving Fund ("SRF") for both Clean Water and Drinking Water projects.

This Program Requirements and Bid Packet for Non-Construction Contracts document contains (1) a brief description of New York State and federal program requirements for Contracts and Subcontracts funded in whole or part by the New York State Clean Water and Drinking Water SRFs, (2) required language for such Contracts and Subcontracts to satisfy the SRF program requirements, including required forms, and (3) guidance materials to assist entities in complying with these requirements.

PROGRAM REQUIREMENTS

The following requirements apply to Treatment Works and Drinking Water projects funded with the NYS Clean Water State Revolving Fund or Drinking Water State Revolving Fund as well as Non-Treatment Works projects funded with the NYS Clean Water State Revolving Fund:

- Participation of Minority- and Women-Owned Business Enterprises ("MWBE") and Equal Employment Opportunities ("EEO") pursuant to New York State Executive Law, Article 15-A and New York Code of Rules and Regulations, Title 5 (5 NYCRR) Parts 140-145 (Regulations of the Commissioner of Economic Development);

- Participation by Disadvantaged Business Enterprises ("DBE") in United States Environmental Protection Agency ("EPA") Programs pursuant to 40 Code of Federal Regulations (CFR) Part 33;

- Equal Employment Opportunities pursuant to Title VI of the Civil Rights Act of 1964 and 40 CFR Part 7;

- Non-discrimination requirements pursuant to Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and Section 13 of the Federal Water Pollution Control Act Amendments of 1972;

- Encouragement of participation of Service-Disabled Veteran-Owned Business Enterprises ("SDVOB") in accordance with New York State Executive Law, Article 17-B and 9 NYCRR Part 252;

- Requirements regarding suspension and debarment pursuant to 2 CFR Part 180, 2 CFR Part 1532, 29 CFR § 5.12, State Labor Law § 220-b, and State Executive Law § 316; and,

- Restrictions on Lobbying pursuant to 40 CFR Part 34.

EFC or its authorized representatives, and other governmental entities as applicable, reserve the right to conduct occasional site inspections to monitor compliance with SRF program requirements.

This document is not intended to be inclusive of all applicable legal requirements and there may be other legal requirements that need to be included in a particular Contract or Subcontract that are not set forth here. Accordingly, EFC recommends that Recipients, Contractors, Subcontractors, and any other involved entities consult their legal counsel for advice on compliance will all applicable laws, including but not limited to local laws. This document is not intended to be legal advice.

Refer to the EFC website at www.efc.ny.gov for the latest version of the bid packet to ensure that the most recent forms and contract language are being used.

REQUIRED CONTRACT LANGUAGE

Part 2 of this document is the Required Contract Language. All of the language in Part 2 must be inserted in to all Contracts and Subcontracts funded in whole or in part with SRF funds, in order for SRF Recipients, Contractors, and Subcontractors to comply with the above-listed SRF program requirements.

GUIDANCE MATERIALS

Part 3 of this document sets forth Guidance Materials intended to assist SRF Recipients, Contractors, and Subcontractors in complying with the foregoing SRF program requirements, as applicable.

The Guidance Materials are for informational purposes only and are not intended to be used as contractual language. Please do not incorporate the Guidance Materials into any Contracts or Subcontracts.

COMMONLY USED TERMS

The following commonly used terms are defined herein as follows:

"Contract" means an agreement between a Recipient and a Contractor.

"Contractor" means all bidders, prime contractors, Service Providers, and consultants as hereinafter defined, unless specifically referred to otherwise.

"Service Provider" means any individual or business enterprise that provides one or more of the following: legal, engineering, financial advisory, technical, or other professional services, supplies, commodities, equipment, materials, or travel.

"Subcontract" means an agreement between a Contractor and a Subcontractor.

"Subcontractor" means any individual or business enterprise that has an agreement, purchase order, or any other contractual arrangement with a Contractor.

"Recipient" means the party, other than EFC, to a grant agreement or a project finance agreement with EFC through which funds for the payment of amounts due thereunder are being paid in whole or in part.

"State" means the State of New York.

"Treatment Works" is defined in Clean Water Act (CWA) Section 212.

"Nonpoint Source Projects" and **"Green Infrastructure Projects"** are defined in CWA Section 319.

"Estuary Management Program Project" is defined in CWA Section 320.

PART 2:

REQUIRED CONTRACT LANGUAGE

SECTION 1 REQUIREMENTS AND PROCEDURES FOR BUSINESS PARTICIPATION OPPORTUNITIES FOR FEDERAL DISADVANTAGED BUSINESS ENTERPRISES AND NEW YORK STATE CERTIFIED MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND WOMEN

The Equal Employment Opportunities requirements of this section apply to Contracts and Subcontracts greater than $10,000, with the exception of the EEO Workforce Employment Utilization Report requirement which applies to construction Contracts and Subcontracts greater than $25,000.

The Minority- and Women- Owned Business Enterprises ("MWBE") and Disadvantaged Business Enterprises ("DBE") requirements of this section apply to Contractors and Subcontractors working pursuant to: (1) Contracts for labor, services (including, but not limited to, legal, financial, and other professional services), supplies, equipment, materials, or any combination of the foregoing, greater than $25,000; (2) Contracts that are initially under this threshold but subsequent change orders or contract amendments increase the Contract value to above $25,000; and, (3) change orders greater than $25,000.

Disregard this section if it does not apply to this Contract or Subcontract.

I. General Provisions

A. Contractors and Subcontractors are required to comply with the following provisions:

1. New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 ("MWBE Regulations") for all State contracts as defined therein, with a value (1) in excess of $25,000 for labor, services (including, but not limited to, legal, financial, and other professional services), supplies, equipment, materials, or any combination of the foregoing, or (2) in excess of $100,000 for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon.
2. 40 CFR Part 33 ("Federal DBE Regulations") for contracts under EPA financial assistance agreements, as those terms are defined therein.
3. Title VI of the Civil Rights Act of 1964 and 40 CFR Part 7 ("Title VI") for any program or activity receiving federal financial assistance, as those terms are defined therein.
4. Section 504 of the Rehabilitation Act of 1973 ("Section 504") for any program or activity receiving federal financial assistance, as those terms are defined therein.
5. The Age Discrimination Act of 1975 ("Age Discrimination Act") for any program or activity receiving federal financial assistance, as those terms are defined therein.
6. Section 13 of the Federal Water Pollution Control Act ("Clean Water Act") Amendments of 1972 ("Section 13") for any program or activity receiving federal financial assistance under the Clean Water Act, as those terms are defined therein.

B. The Contractor and Subcontractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor and Subcontractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the Contractor and Subcontractor to carry out these

requirements is a material breach of this Contract which may result in the termination of this Contract or other legally available remedies.

C. Contractors and Subcontractors shall have instituted grievance procedures to assure the prompt and fair resolution of complaints when a violation of Title VI of the Civil Rights Act of 1964 or Title 40 CFR Part 7 is alleged.

D. Failure to comply with all of the requirements herein may result in a finding by the Recipient that the Contractor is non-responsive, non-responsible, and/or has breached the Contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to subsection III(F) of this section, or enforcement proceedings as allowed by the Contract.

E. If any terms or provisions herein conflict with Executive Law Article 15-A, the MWBE Regulations, Federal DBE Regulations, or Title VI, such law and regulations shall supersede these requirements.

F. Upon request from the Recipient's Minority Business Officer ("MBO") and/or EFC, Contractor will provide complete responses to inquiries and all MWBE and EEO records available within a reasonable time. For purposes of this section, MBO means the duly authorized representative of the SRF Recipient for MWBE and EEO purposes.

II. Equal Employment Opportunities (EEO)

A. Each Contractor and Subcontractor performing work on the Contract shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

B. Contractor represents that it has submitted an EEO policy statement to Recipient prior to the execution of this Contract.

C. Contractor represents that it's EEO policy statement includes the following language:

1. The contractor will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status against any employee or applicant for employment, will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination and will make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on Contracts relating to SRF projects.
2. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the Contract relating to this SRF project, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
3. 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, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status, and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

D. The Contractor will include the provisions of Subdivisions II(A), II(C), and II(E) in every Subcontract in such a manner that the requirements of these subdivisions will be binding upon each Subcontractor as to work in connection with the Contract.

E. The Contractor shall comply with the provisions of the Human Rights Law (Executive Law Article 15), Title VI, Section 504, Age Discrimination Act, Section 13, and all other State and Federal

statutory and constitutional non-discrimination provisions. The Contractor and Subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

F. Required EEO Forms

1. EEO Staffing Plan
   To ensure compliance with this section, the Contractor represents that it has submitted prior to execution of this Contract an EEO Staffing Plan to the Recipient's MBO to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and federal occupational categories.

2. EEO Workforce Employment Utilization Report ("Workforce Report")

   a. The Contractor shall submit a Workforce Report, and shall require each of its Subcontractors to submit a Workforce Report to the Recipient, in such format as shall be required by EFC on a quarterly basis during the term of the Contract.
   b. Separate forms shall be completed by Contractor and any Subcontractor.
   c. In limited instances, the Contractor may not be able to separate out the workforce utilized in the performance of the Contract from the Contractor's and/or Subcontractor's total workforce. When a separation can be made, the Contractor shall submit the Workforce Report and indicate that the information provided related to the actual workforce utilized on the Contract. When the workforce to be utilized on the Contract cannot be separated out from the Contractor's and/or Subcontractor's total workforce, the Contractor shall submit the Workforce Report and indicate that the information provided is the Contractor's total workforce during the subject time frame, not limited to work specifically under the Contract.

III. Business Participation Opportunities for MWBEs

A. Contract Goals

1. For purposes of this Contract, EFC establishes the following goals for New York State certified MWBE participation ("MWBE Combined Goals") based on the current availability of qualified MBEs and WBEs.

Program	MWBE Combined Goal*
CWSRF, DWSRF, & Green Innovation Grant Program	20%
NYS Water Infrastructure Improvement Act Grants (also receiving EFC loan)	Clean Water project 23% Drinking Water project 26%
NYS Intermunicipal Grants (also receiving EFC loan)	Clean Water project 24% Drinking Water project 24%
NYS financial assistance only	30%
Engineering Planning Grant	30%

*May be any combination of MBE and/or WBE participation

2. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the MWBE Contract Goals established in Section III-A hereof, the Contractor should reference the directory of New York State Certified MWBEs found at the following internet address: https://ny.newnycontracts.com.

3. The Contractor understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards achievement of applicable MWBE participation goals. For construction-related services Contracts or Subcontracts, the portion of the Contract or Subcontract with an MWBE serving as a supplier, and so designated in ESD's Directory, that shall be deemed to represent the commercially useful function performed by the MWBE shall be 60% of the total value of the Contract or Subcontract. The portion of a Contract or Subcontract with an MWBE serving as a broker, as denoted by NAICS code 425120, that shall be deemed to represent the commercially useful function performed by the MWBE shall be the monetary value for fees, or the markup percentage, charged by the MWBE. Where MWBE Contract Goals have been established herein, pursuant to 5 NYCRR § 142.8, the Contractor must document "good faith efforts" to provide meaningful participation by MWBEs as Subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR § 142.13, the Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of Contract and the Contractor shall be liable to the Recipient for liquidated or other appropriate damages, as set forth herein.

B. MWBE Utilization Plan

1. The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan to the Recipient prior to the execution of this Contract.
2. The Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section III-A of this section.
3. The Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, the Recipient shall be entitled to any remedy provided herein, including but not limited to, a finding that the Contractor is not responsive.
4. Contractor must report any changes to the Utilization Plan after Contract award and during the term of the Contract to the Recipient's MBO. Contractor shall indicate the changes to the MBO in the next Monthly MWBE Contractor Compliance Report after the changes occurred. At EFC's discretion, an updated MWBE Utilization Plan form and good faith effort documentation may be required to be submitted. When a Utilization Plan is revised due to execution of a change order, the change order should be submitted to the MBO with the revised Utilization Plan.
5. The Contractor shall submit copies of all fully executed subcontracts, agreements, and purchase orders that are referred to in the MWBE Utilization Plan to the MBO within 30 days of their execution.

C. Requests for Waiver

1. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver to the Recipient documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, the Recipient shall forward the request to EFC for evaluation, and EFC will issue a written notice of acceptance or denial within twenty (20) days of receipt.
2. If the Recipient, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that the Contractor is failing or refusing to comply with the MWBE Contract Goals and no waiver has been issued in regards to such non-compliance, the Recipient may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

D. Monthly MWBE Contractor Compliance Report ("Monthly MWBE Report")

The Contractor agrees to submit a report to the Recipient by the third business day following the end of each month over the term of this Contract documenting the payments made and the progress towards achievement of the MWBE goals of the Contract. The Monthly MWBE Report must be supplemented with proof of payment by the Contractor to its Subcontractors (e.g., copies of both sides of a cancelled check) and proof that Subcontractors have been paid within 30 days of receipt of payment from the Recipient. The final Monthly MWBE Report must reflect all Utilization Plan revisions and change orders.

E. Required Federal DBE Forms

1. EPA Form 6100-3 - DBE Subcontractor Performance Form
   Contractor represents that it has submitted the Form 6100-3 to all of its Subcontractors, all of its Subcontractors have completed the form, and that Contractor submitted such completed forms to Recipient with its bid submission.
2. EPA Form 6100-4 - DBE Subcontractor Utilization Form
   Contractor represents that it has completed the Form 6100-4 and submitted such completed form to Recipient with its bid submission.
3. EPA Form 6100-2 - DBE Subcontractor Participation Form
   Contractor represents that it has distributed a Form 6100-2 to its MWBE Subcontractors for completion prior to execution of this Contract.

F. Liquidated Damages - MWBE Participation

In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, if it has been determined by the Recipient or EFC that the Contractor has willfully and intentionally failed to comply with the MWBE participation goals, the Contractor shall be obligated to pay to Recipient liquidated damages or other appropriate damages, as specified herein and as determined by the Recipient or EFC.

Liquidated damages shall be calculated as an amount not to exceed the difference between:

1. All sums identified for payment to MWBEs had the Contractor achieved the approved MWBE participation goals; and,
2. All sums actually paid to MWBEs for work performed or materials supplied under this Contract.

The Recipient and EFC reserve the right to impose a lesser amount of liquidated damages than the amount calculated above based on the circumstances surrounding the Contractor's non-compliance.

In the event a determination has been made by the Recipient or EFC which requires the payment of damages identified herein and such identified sums have not been withheld, Contractor shall pay such damages to the Recipient within sixty (60) days after they are assessed unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Empire State Development Corporation – Division of Minority and Women's Business Development ("ESD") pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the damages shall be payable if the Director of ESD renders a decision in favor of the Recipient.

SECTION 2 PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED SERVICE-DISABLED VETERAN-OWNED BUSINESSES

New York State Executive Law Article 17-B and 9 NYCRR Part 252 provide for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses ("SDVOBs"), thereby further integrating such businesses into New York State's economy. EFC recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of EFC contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Contractors are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as Subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

Contractor is encouraged to make good faith efforts to promote and assist in the participation of SDVOBs on the Contract for the provision of services and materials. The directory of New York State Certified SDVOBs can be viewed at: http://ogs.ny.gov/Core/SDVOBA.asp

Contractor is encouraged to contact the Office of General Services' Division of Service-Disabled Veteran's Business Development at 518-474-2015 or VeteransDevelopment@ogs.ny.gov to discuss methods of maximizing participation by SDVOBs on the Contract.

SECTION 3 REQUIREMENTS REGARDING SUSPENSION AND DEBARMENT

The requirements of this section apply to all Contracts and Subcontracts.

Contractor and any Subcontractors shall comply with, Subpart C of 2 CFR Part 180 as implemented and supplemented by 2 CFR Part 1532. The Contractor is not a debarred or suspended party under 2 CFR Part 180 or 2 CFR Part 1532, or 29 CFR § 5.12. Neither the Contractor nor any of its Subcontractors have contracted with, or will contract with, any debarred or suspended party under the foregoing regulations.

The Contractor and any Subcontractors have not been deemed ineligible to submit a bid on or be awarded a public contract or subcontract pursuant to Article 8 of the State Labor Law, specifically Labor Law § 220-b. In addition, neither the Contractor nor any Subcontractors have contracted with, or will contract with, any party that has been deemed ineligible to submit a bid on or be awarded a public contract or subcontract under Labor Law § 220-b.

In addition, the Contractor and any Subcontractors have not been deemed ineligible to submit a bid and have not contracted with and will not contract with any party that has been deemed ineligible to submit a bid under Executive Law § 316.

SECTION 4 RESTRICTIONS ON LOBBYING

The requirements of this section apply to all Contracts and Subcontracts greater than $100,000. Disregard this section if it does not apply to this Contract or Subcontract.

The Contractor and any Subcontractor executing a Contract or Subcontract in excess of $100,000 agree to provide to the Recipient an executed Certification Regarding Lobbying pursuant to 40 CFR Part 34 ("Lobbying Certification") in the form attached hereto as Attachment 10, consistent with the prescribed form provided in Appendix A to 40 CFR Part 34.

PART 3:

GUIDANCE MATERIALS

APPLICABILITY OF PROGRAM REQUIREMENTS

This chart contains a listing of the SRF program requirements contained within this document, as well as the following details regarding each requirement: (1) its applicability, i.e., what types of contracts/subcontracts, particular monetary thresholds if applicable; (2) a section reference to the Required Contract Language that applies from Part 2; and (3) a section reference to the Guidance that applies from this Part.

Requirement	Applicability	Section of Required Contract Language from Part 2	Section of Appropriate Guidance from Part 3
Minority- and Women- Owned Business Enterprises (MWBE) and Disadvantaged Business Enterprises (DBE)	Contractors and Subcontractors working pursuant to: (1) Contracts for labor, services (including, but not limited to, legal, financial, and other professional services), supplies, equipment, materials, or any combination of the foregoing, greater than $25,000; (2) Contracts that are initially under this threshold but subsequent change orders or Contract amendments increase the Contract value above $25,000; and, (3) Change orders greater than $25,000	1	1
Equal Employment Opportunities (EEO)	Contracts and Subcontracts greater than $10,000, with the exception of the EEO Workforce Employment Utilization Report requirement which applies to construction Contracts and Subcontracts greater than $25,000	1	1
Service-Disabled Veteran-Owned Businesses (SDVOB)	Not required, but strongly encouraged	2	2
Suspension and Debarment	All Contracts and Subcontracts	3	3
Restrictions on Lobbying	All Contracts and Subcontracts greater than $100,000	4	4

SECTION 1 GUIDANCE FOR THE REQUIREMENTS AND PROCEDURES FOR BUSINESS PARTICIPATION OPPORTUNITIES FOR FEDERAL DISADVANTAGED BUSINESS ENTERPRISES AND NEW YORK STATE CERTIFIED MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND WOMEN

I. Summary of EEO, MWBE, and DBE Forms

A. Forms to be Submitted Prior to Contract Execution

1. **EEO Policy Statement**
   To be submitted by the Contractor to the Recipient's Minority Business Officer ("MBO") prior to Contract execution. The "MBO" refers to the duly authorized representative of the SRF Recipient for MWBE and EEO purposes. This form is attached hereto as Attachment 1. See Required Contract Language, Section 1(II).

2. **EEO Staffing Plan**
   To be submitted by the Contractor to the MBO prior to Contract execution. This form is attached hereto as Attachment 2. See required Contract Language, Section 1(II).

3. **EPA Form 6100-3 – DBE Subcontractor Performance Form**
   To be submitted by the Contractor to the MBO with its bid submission. This form is attached hereto as Attachment 8. See Required Contract Language, Section 1(III)(E).

4. **EPA Form 6100-4 – DBE Subcontractor Utilization Form**
   To be submitted by the Contractor to the MBO with its bid submission. This form is attached hereto as Attachment 9. See Required Contract Language, Section 1(III)(E).

5. **EPA Form 6100-2 – DBE Subcontractor Participation Form**
   To be submitted by the Subcontractors to the MBO prior to Contract execution. The Contractor must provide the form to the Subcontractors for completion. The Contractor should also submit documentation (e.g., email, letter, certified mail receipt) to the MBO that the 6100-2 form was made available to the MWBE Subcontractors. This form is attached hereto as Attachment 7. See Required Contract Language, Section 1(III)(E).

6. **MWBE Utilization Plan**
   To be submitted by the Contractor to the MBO after the bid opening, but in no case more than ten (10) business days after the Contractor receives notice from the Recipient that the Contractor has submitted a low bid. This form is attached hereto as Attachment 5. See Required Contract Language, Section 1(III)(B).

B. Forms to be Submitted During the Term of the Contract

1. **EEO Workforce Employment Utilization Report ("Workforce Report")**
   To be submitted by the Contractor to the MBO on a quarterly basis during the term of the Contract. An exemplar form with instructions is attached hereto as Attachment 3. The actual Excel fillable form for Contractors and Subcontractors to complete will be e-mailed to MBOs by EFC at the start of the Contract term. See Required Contract Language, Section 1(II)(G).

2. **Request for Partial or Total Waiver**
   If applicable, to be submitted by the Contractor to the MBO at any time during the term of the Contract, but not later than prior to the submission of a request for final payment on the

Contract. This form is attached hereto as Attachment 6. See Required Contract Language, Section 1(III)(C).

3. **Monthly MWBE Contractor Compliance Report ("Monthly MWBE Report")**
To be submitted by the Contractor to the MBO by the third business day following the end of each month over the term of the Contract. This form is attached hereto as Attachment 4. See Required Contract Language, Section 1(III)(D).

II. Business Participation Opportunities for MWBEs

A. Contract Goals
The goals provided herein (Required Contract Language, Section 1(III)(A)) are effective as of October 1, 2017. MWBE participation goals for a contract will be based on the goals in place at the time of the execution date of each respective contract, unless otherwise specified. In certain instances, the goals may vary, such as with projects co-funded by EFC and other state/federal agencies. With some co-funded projects, EFC may defer to the MBE and WBE participation goals and program established by those agencies.

Please contact EFC if you have any questions about the applicable MWBE participation goals for your contract.

B. Good Faith Efforts
The Contractor must make good faith efforts to develop an adequate MWBE Utilization Plan and must continue such good faith efforts in order to meet applicable MWBE participation goals. The Contractor shall maintain documentation of good faith efforts to solicit participation of MWBE firms for SRF-funded projects. If a Contractor is unable to meet contract MWBE participation goals, and submits a Request for Waiver, documentation of such good faith efforts must accompany the request. See Required Contract Language, Section 1(III)(C).

Contractor should also continue good faith efforts to seek opportunities for MWBE participation during the life of the contract even if proposed goals have been achieved.

Examples of documentation of good faith efforts are set forth below:

- Information on the scope of work related to the contract, such as a copy of the schedule of values from the bid submission, and specific steps taken to reasonably structure the scope of work to break out tasks or equipment needs for the purpose of providing opportunities for subcontracting with, or obtaining supplies or services from, MBEs or WBEs.

- Printed screenshots of the directory of Certified Minority- and Women- Owned Business Enterprises ("MWBE directory") on ESD's website on a Statewide basis, if appropriate, for both MBEs and WBEs that provide the services or equipment necessary for the contract. Contact the MBO for assistance in performing a proper search including identifying a sufficient number of solicitations to show that good faith effort was made.

- Copies of timely solicitations and documentation (e.g., faxes and emails) that the Contractor offered relevant plans, specifications, or other related materials to MBE and WBE firms on ESD's MWBE directory to participate in the work, with the responses.

- A log prepared by the Contractor in a sortable spreadsheet documenting the Contractor's solicitation of MBEs and WBEs for participation as Subcontractors or suppliers pursuant to a contract. The log should consist of the list of MBE and WBE firms solicited, their contact information, the type of work they were solicited to perform (or equipment to provide), how the solicitation was made (fax, phone, email) and the contact information, the contacts name and the outcome. If a bid was

received, the bid price should also be included in the log. See a sample log format below:

Date	M/WBE Type	Company	Scope of work	Contact Name	Phone/ Email	Solicitation Format	MWBE Response	Negotiation Required?	Selected? If not, Explain

If no response was received to an initial solicitation, at least one follow-up solicitation should be made in a different format than the first, e.g. fax followed by phone call. Any bids received from non-MWBE firms for the same areas MWBEs were solicited should also be tracked on the log.

- Copies of the EPA 6100-3 and 6100-4 forms that are required with the bid submission. A properly completed EPA 6100-3 form is good indication of a contact to an MWBE and their response to the contact. If solicitations do not result in obtaining sufficient participation of MWBE firms due to non-responsiveness, please contact the MBO or EFC MWBE representative for support.

- Copies of any advertisements of sufficient duration to effectively seek participation of certified MBE and WBEs timely published in appropriate general circulation, trade and MWBE oriented publications, together with listing and dates of publication of such advertisements. EFC recommends the use of the NYS Contract Reporter that is free to all Contractors - https://www.nyscr.ny.gov/. A log should be kept of the responses to the ads, similar to the log for MWBE firm solicitation and should include the non-MWBE firms that responded and the bid prices. Any negotiations should be documented in the log.

- Documents demonstrating that insufficient MBEs or WBEs are reasonably available to perform the work.

- A written demonstration that the Contractor offered to make up any inability to meet the project MWBE participation goals in other contracts and/or agreements performed by the Contractor on another SRF funded project.

- The date of pre-bid, pre-award, or other meetings scheduled by the Recipient, if any, and the contact information of any MBEs and WBEs who attended and are capable of performing work on the project.

- Any other information or documentation that demonstrates the Contractor conducted good faith efforts to provide opportunities for MWBE participation in their work. For instance, Prime Contractors and MBOs should develop a list of MWBE firms that have expressed interest in working on SRF-funded projects

- The use of certified DBE and small businesses certified through the US Small Business Administration (SBA) may be considered as a demonstration of Good Faith Efforts.

C. MWBE Utilization Plan

1. The MWBE Utilization Plan must be submitted to the Recipient's MBO after the bid opening, but in no case more than ten (10) business days after the Contractor receives notice from the Recipient that the Contractor has submitted a low bid.
2. The MBO will evaluate a completed MWBE Utilization Plan. If the MBO finds the Utilization Plan sufficient, it will be forwarded to EFC for review. If the MBO finds the Utilization Plan insufficient, the MBO will work with the Contractor to address deficiencies

before submitting to EFC for review. A written notice of acceptance or deficiency will be issued by EFC within 20 business days of receipt of the Utilization Plan. Upon receipt of a notice of deficiency from either the MBO or EFC, the Contractor shall respond with a written remedy to such notice within seven (7) business days of receipt.

3. In coordination with the MBO, EFC will accept an MWBE Utilization Plan upon consideration of many factors, including the following:

    a. The MWBE Utilization Plan indicates that the proposed goals for the project will be achieved;
    b. A Contractor, who is a certified MBE or WBE, will be credited for up to 100% of the category of their certification. However, good faith efforts to seek participation in the other category are also required; and,
    c. Adequate documentation to demonstrate good faith efforts and/or support a specialty equipment/services waiver as described below in Section II(E).

4. EFC reserves the right to request additional information and/or documentation to support the adequacy of the MWBE Utilization Plan.
5. Within 10 days of EFC's acceptance of a MWBE Utilization Plan, EFC will post the approved Utilization Plan on the EFC website.
6. In coordination with the MBO, EFC may issue conditional acceptance of Utilization Plans pending submission of additional documentation that demonstrates there will be an increase in MWBE participation.

D. Eligibility for MWBE Participation Credit

1. To receive MWBE participation credit, Contractors or Subcontractors performing work that have been identified in an approved MWBE Utilization Plan must be certified as an MBE or WBE by ESD.
2. Prime Contractors may also include second or lower tier Subcontractors (Subcontractors hired by Subcontractors) on their MWBE Utilization Plan.
3. Credit for MWBE participation shall be granted only for MWBE firms performing a commercially useful business function according to custom and practice in the industry.
    a. Factors to be used in assessing whether an MWBE is performing a commercially useful function include:
        i. The amount of work subcontracted;
        ii. Industry practices;
        iii. Whether the amount the MWBE is to be paid under the contract is commensurate with the work it is to perform;
        iv. The credit claimed towards MWBE utilization goals for the performance of the work by the MWBE; and,
        v. Any other relevant factors.

    b. "Commercially useful functions" normally include:
        i. Providing technical assistance to a purchaser prior to a purchase, during installation, and after the supplies or equipment are placed in service;
        ii. Manufacturing or being the first tier below the manufacturer of supplies or equipment;
        iii. Providing functions other than merely accepting and referring requests for supplies or equipment to another party for direct shipment to a Contractor; or,
        iv. Being responsible for ordering, negotiating price, and determining quality and quantity of materials and supplies.
    c. For construction-related services Contracts or Subcontracts, the following rules apply when calculating MWBE utilization:
        i. The portion of a Contract or Subcontract with an MWBE serving as a manufacturer that shall be deemed to represent the commercially useful function performed by the MWBE shall be 100% of the total value of the Contract or Subcontract.
        ii. the portion of a Contract or Subcontract with an MWBE serving as a supplier (as denoted by a NAICS code beginning with 423 or 424, or a

NIGP code that does not begin with the number 9), and so designated in ESD's Directory, that shall be deemed to represent the commercially useful function performed by the MWBE shall be 60% of the total value of the Contract or Subcontract.

iii. the portion of a Contract or Subcontract with an MWBE serving as a broker (as denoted by NAICS code 425120) that shall be deemed to represent the commercially useful function performed by the MWBE shall be the monetary value for fees, or the markup percentage, charged by the MWBE.

4. No credit will be granted for MWBEs that do not perform a commercially useful function. An MWBE does not perform a commercially useful function if its role adds no substantive value and is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of participation.

E. Requests for Waiver

1. If the Contractor's application of good faith efforts does not result in the utilization of MWBE firms to achieve the aforementioned goals or a specialty equipment/service waiver is requested, the Contractor may request a full or partial waiver of MWBE participation goals by completing a Request for Waiver form, attaching appropriate documentation of good faith efforts, and submitting same to the MBO. See also Required Contract Language, Section 1(III)(C). Even if an MWBE waiver is granted, EEO information must still be submitted.
2. The MBO and EFC will review each waiver request based on the good faith effort criteria presented above and the documentation submitted with the waiver request. EFC will not issue any automatic waivers from MWBE responsibilities.
3. In cases where EFC accepts a full or partial waiver of MWBE participation goals, the waiver request will be posted to EFC's website.
4. Specialty Equipment/Service Waiver: A specialty equipment/service waiver may be granted in cases where:

   a. equipment is made by only one non-MWBE manufacturer,
   b. the technical specifications call for equipment that is not available through an MWBE supplier;
   c. the equipment is constructed on site by specially trained non-MWBE labor;
   d. the service is not available through an MWBE (such as work done by National Grid);
   e. the service is proprietary in nature (such as use of certain computer software necessary for control systems); or,
   f. the service cannot be subcontracted (such as litigation services).

   If the contract includes specialty equipment or services, and documentation is submitted demonstrating that there are no MWBE firms capable of completing this portion of the contract, the specialty amount of the contract may be deducted from the total contract amount to determine the MWBE Eligible Amount and the goals will be applied to the MWBE Eligible Amount. This determination is made at the discretion of the MBO and EFC.

   Example:
   $200,000 - $50,000 = $150,000
   (Contract) (Specialty equipment/service) (MWBE Eligible Amount)
   The MWBE goal is applied to the MWBE Eligible Amount.

   A request for this specialty equipment/service deduction can be completed by filling out a Request for Waiver form and submitting it to the MBO. The request must include a copy of the page from the contract where the equipment/ service is described and the cost of each item. Additional documentation may be requested by the MBO or EFC.

III. Subcontractor's Responsibilities

Subcontractors should:

1. Maintain their MWBE certifications, and notify the Contractor and MBO of any change in their certification status.
2. Notify the Contractor of any MWBE Subcontractors they hire so they may be included on the Contractor's Utilization Plan.
3. Respond promptly to solicitation requests by completing and submitting bid information in a timely manner.
4. Maintain business records that should include, but not be limited to, contracts/agreements, records of receipts, correspondence, purchase orders, and canceled checks.
5. Complete and submit the EPA Form 6100-3 - DBE Subcontractor Performance Form to the Contractor prior to submission of the Contractor's bid to the Recipient.
6. Complete and return EPA Form 6100-2 - DBE Subcontractor Participation Form to the Recipient prior to Contractor's execution of the contract.
7. Ensure that a required EEO Policy Statement and applicable MWBE requirements are included in each subcontract.
8. Notify the MBO and EFC when contract problems arise, such as non-payment for services or when the Subcontractor is not employed as described in the MWBE Utilization Plan.

IV. Protests/Complaints

Contractors or Subcontractors who have any concerns, issues, or complaints regarding the implementation of the SRF MWBE & EEO Program, or wish to protest should do so in writing to the MBO and EFC. The MBO, in consultation with EFC, will review the circumstances described in the submission, investigate to develop additional information, if warranted, and determine whether action is required. If the Contractor or Subcontractor believes the issue has not been resolved to their satisfaction, they may appeal in writing to EFC for consideration.

V. Waste, Fraud and Abuse

Subcontractors, Contractors, or Recipients who know of or suspect any instances of waste, fraud, or abuse within the MWBE & EEO Program should notify the project MBO and EFC immediately. Additionally, suspected fraud activity should be reported to the USEPA – Office of Inspector General Hotline at (888) 546-8740, the New York State Office of Inspector General at (800) 367-4448, or the ESD Compliance Office at (212) 803-3266.

SECTION 2 GUIDANCE FOR NEW YORK STATE CERTIFIED SERVICE-DISABLED VETERAN-OWNED BUSINESS ENTERPRISES ("SDVOB") PARTICIPATION OPPORTUNITIES

Contractor may contact the Office of General Services' Division of Service-Disabled Veteran's Business Development at 518-474-2015 or VeteransDevelopment@ogs.ny.gov to discuss methods of maximizing participation by SDVOBs on the Contract. The directory of New York State Certified SDVOBs can be viewed at: http://ogs.ny.gov/Core/SDVOBA.asp

Please contact EFC if you have any questions about utilizing SDVOBs on the Contract.

SECTION 3 GUIDANCE FOR REQUIREMENTS REGARDING SUSPENSION AND DEBARMENT

A list of debarred and suspended contractors, pursuant to 2 CFR Parts 180 and 1532 and 29 CFR § 5.12, is available on the US Department of Labor's website at https://www.sam.gov/portal/public/SAM/.

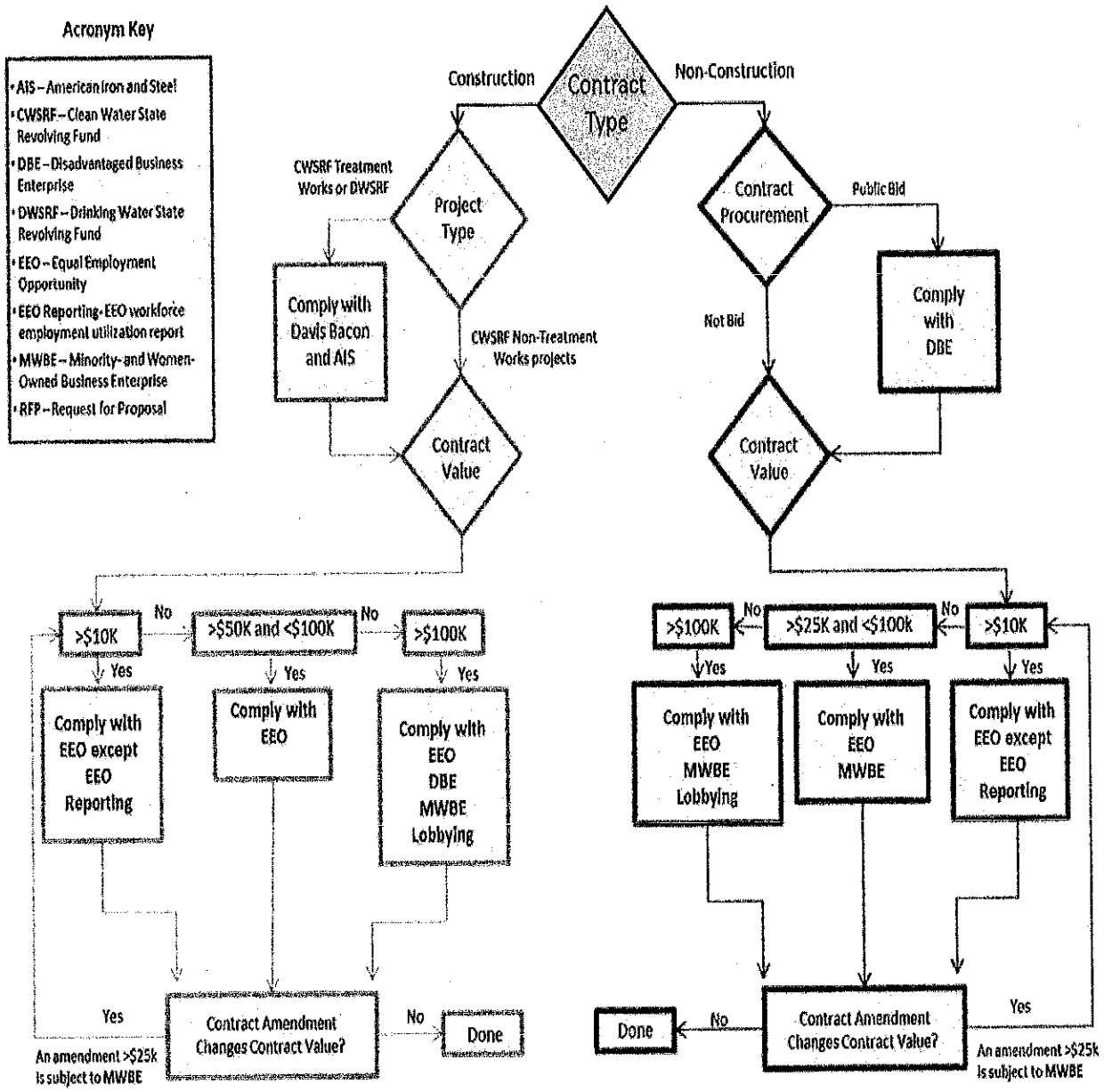
A list of contractors and subcontractors deemed ineligible to submit a bid on or be awarded a public contract or subcontract, pursuant to Article 8 of the State Labor Law, is available on the New York State Department of Labor's website at http://labor.ny.gov/workerprotection/publicwork/PDFs/debarred.pdf

A list of contractors deemed ineligible to submit a bid is maintained by Empire State Development's Division of Minority and Women's Business Development.

SECTION 4 GUIDANCE FOR RESTRICTIONS ON LOBBYING

Each Contractor and any Subcontractor that has a Contract or Subcontract exceeding $100,000 shall provide to the Recipient a completed Certification Regarding Lobbying pursuant to 40 CFR Part 34 ("Lobbying Certification") in the form attached hereto as Attachment 10 consistent with the prescribed form provided in Appendix A to 40 CFR Part 34. The form provides a certification that the Contractor or Subcontractor will not expend appropriated federal funds to pay any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, officer or employee of Congress or any employee of any Member of Congress in accordance with the provisions of 40 CFR Part 34, and to maintain such certification for their own records. It is noted that disbursement of funds may be withheld until the Lobbying Certification form has been received by the Recipient.

SECTION 5 PROGRAM CONTRACT REQUIREMENT DECISION TREE



SECTION 6 SUMMARY OF CONTRACTOR REQUIREMENTS FOR SRF-FUNDED PROJECTS

Forms can be found as attachments to this document or online at www.efc.ny.gov

Forms should be submitted electronically via email or through EFC's dropbox

	Refer to Part 3 Guidance Section
To be submitted with this bid:	
☐ EEO Policy Statement	Section 1
☐ Documented Proof that EPA Form 6100-2 - DBE Subcontractor Participation Form was given to MWBE Subcontractors	Section 1
☐ EPA Form 6100-3 - DBE Subcontractor Performance Form	Section 1
☐ EPA Form 6100-4 - DBE Subcontractor Utilization Form	Section 1
☐ Lobbying Certification	Section 4
To be submitted prior to or upon Contract award:	
☐ Executed Contracts, Subcontracts, agreements, and purchase orders	
☐ MWBE Utilization Plan and/or Waiver Request	Section 1
☐ EEO Staffing Plan	Section 1
Ongoing documentation & tasks:	
☐ EEO Workforce Utilization Report	Section 1
☐ Submit Monthly MWBE Reports to MBO	Section 1
☐ Maintain proof of payments for MWBE Subcontractors	Section 1
☐ Ensure that all Subcontracts contain Part 2: Required Contract Language	

APPENDIX E

NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES SUPPLEMENTARY CONDITIONS FOR HMGP CONTRACTS

"FEMA" – The Federal Emergency Management Agency.

"DHSES" – The New York State Division of Homeland Security and Emergency Services ("DHSES") and its successors and assigns.

"Subgrantee" - Nassau County, a municipality of New York State

"Contractor" - AECOM USA, Inc.

Subgrantees shall attach these Supplementary Conditions to any contract for which any portion of the funding is derived from a grant made by FEMA through DHSES under the Hazard Mitigation Grant Program (HMGP). References in the Supplementary Conditions to the "Agreement" or "agreement" or "Contract" or "contract" shall be deemed to refer to the agreement between such the Subgrantee and the Contractor.

Contractors at all tiers shall attach these Supplementary Conditions to all subcontracts, and shall require that all subcontractors attach these conditions to their sub-subcontracts at all levels. When these Supplementary Conditions are attached to any lower tier contract (e.g., a contract between Contractor (as defined above) and any subcontractor, or between Contractor's direct or indirect subcontractors), references herein to "Subgrantee" shall be deemed to refer to the party seeking products and/or services, and references to "Contractor" shall be deemed to refer to the party providing products and/or services, and references to the "Agreement" or "agreement" or "Contract" or "contract" shall be deemed to refer to the agreement between such subcontracting parties.

Any question should be submitted in writing (indicating the issue and the applicable provisions) by Subgrantee to DHSES, and DHSES shall decide the applicable question.

REQUIRED FEDERAL PROVISIONS

The following terms and conditions apply to any contract for which any portion of the funding is derived from a grant made by FEMA through DHSES under HMGP.

GENERAL CONDITIONS

1. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of 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 or correction.

2. **STATUTORY AND REGULATORY COMPLIANCE.** Contractor shall comply with all laws and regulations applicable to the Hazard Mitigation Grant Program funds, including but not limited to the applicable Office of Management and Budget Circulars, which may impact the administration of funds and/or set forth certain cost principles, including the allowability of certain expenses.

3. **BREACH OF CONTRACT TERMS.** The Subgrantee and DHSES reserve their rights to all administrative, contractual, or legal remedies, including but not limited to suspension or termination of this contract, in instances where the Contractor or any of its subcontractors violate or breach any contract term. If the Contractor or any of its subcontractors violate or breach any contract term, they shall be subject to such sanctions and penalties as may be appropriate. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

4. **ADMINISTRATIVE, COST, AUDIT AND PROGRAM REQUIREMENTS**. The Contractor must comply with the most recent version (unless a specific version is noted) of the Administrative Requirements, Cost Principles, and Audit requirements, and to the extent necessary cooperate and maintain information and documentation to allow DHSES to comply with the applicable reguatlions governing the FEMA-State Agreement. Failure to do so may result in disallowance of costs upon audit. A list of regulations and guidance applicable to United States Department of Homeland Security (DHS) grants is listed below:

(a) Administrative Requirements for all Federally Funded Grants.
   i. 44 C.F.R. Part 13, Uniform Administrative Requirements for Grants and Cooperative Contracts to State and Local Governments (October 1, 2012).
   ii. 44 C.F.R. Part 215, Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110) (October 1, 2012).

(b) Cost Principles.

i. 2 CFR Part 225, State and Local Governments (OMB Circular A-87) (October 1, 2012).
ii. 2 CFR Part 220, Educational Institutions (OMB Circular A-21) (October 1, 2012).
iii. 2 CFR Part 230, Non-Profit Organizations (OMB Circular A-122) (October 1, 2012).
iv. Federal Acquisition Regulation Subpart 31.2, Contracts with Commercial Organizations

(c) Audit Requirements.

i. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations.

(d) For Projects funded with Hazard Mitigation Grant Funds.

i. New York State Administrative Plan for the Hazard Mitigation Program
ii. Sections 203 (PDM) and 404 (HMGP) of the Stafford Act
iii. Sections 1323 (RFC), 1361A (SRL), 1366 (FMA) of the NFIA
iv. National Flood Insurance Reform Act of 1994
v. Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004
vi. Section 322 of the Stafford Act (Mitigation Planning)
vii. Section 324 of the Stafford Act (Management Costs)
viii. Hazard Mitigation Planning (44 CFR Part 201)
ix. Hazard Mitigation Grant Program (44 CFR Part 206, Subpart N)
x. Management Costs (44 CFR Part 207)
xi. 44 CFR Parts 7, 9, 10, 13, 14, 17, 18, 25, 206, 220, and 221, and any other applicable FEMA policy memoranda and guidance documents
xii. OMB Circular A-94
xiii. Other applicable Federal, State, Indian Tribal, and local laws, implementing regulations, and Executive Orders.

5. RECORDS AND REPORTING REQUIREMENTS. The Contractor shall establish and maintain complete Records, including accurate books, records, documents, accounts and other evidence directly pertinent to performance of work done for the Subgrantee under this Contract consistent with generally accepted bookkeeping practices. Contractor shall retain the Records, including all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement in accordance with Section 17 below. The Subgrantee, DHSES, and any person or entity authorized to conduct an examination shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The Subgrantee and DHSES shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform the Subgrantee and DHSES, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the Subgrantee's or DHSES's right to discovery in any pending or future litigation.The Contractor shall complete and submit all reports, in such form and according to such

schedule, as may be required by the Subgrantee and DHSES. The Contractor shall cooperate with all Subgrantee and DHSES efforts to comply with FEMA requirements and regulations pertaining to reporting, including but not limited to 44 C.F.R. Part 13 (October 1, 2012) and 44 C.F.R. Part 206 (October 1, 2012).

6. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the federal government, DHSES, and the Subgrantee in any resulting invention in accordance with 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FEMA.

7. DEBARMENT AND SUSPENSION. This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction (e.g., subcontract) it enters into. This certification is a material representation of fact relied upon by Subgrantee. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to DHSES and Subgrantee, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8. CONFLICTS OF INTEREST. The Contractor shall notify the Subgrantee as soon as possible if this contract or any aspect related to the anticipated work under this contract raises an actual or potential conflict of interest (as described in 2 CFR Part 200 or 44 C.F.R. Part 13 (October 1, 2012)). The Contractor shall explain the actual or potential conflict in writing in sufficient detail so that the Subgrantee is able to assess such actual or potential conflict. The Contractor shall provide the Subgrantee any additional information necessary for the Subgrantee to fully assess and address such actual or potential conflict of interest. The Contractor shall accept any reasonable conflict mitigation strategy employed by the Subgrantee, including but not limited to the use of an independent subcontractor(s) to perform the portion of work that gives rise to the actual or potential conflict. If requested by DHSES, Contractor shall sign a certification affirming that it has no conflict of interest arising from performance of work on a specific task.

9. SUBCONTRACTING. The Contractor represents to the Subgrantee that all work shall be performed by personnel experienced in the appropriate and applicable profession and areas of expertise, taking into account the nature of the work to be performed under this contract. The Contractor will include these Required Federal Provisions in every subcontract issued by it so that such provisions will be binding upon each of its subcontractors as well as the requirement to flow down such terms to all lower-tiered subcontractors.

10. ASSIGNABILITY. The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the Subgrantee.

11. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the Subgrantee, DHSES, and their agents and employees from and against any and all claims, actions, suits, charges, and judgments arising from or related to the negligence or willful misconduct of the Contractor in the performance of the services called for in this contract.

12. TERMINATION FOR CAUSE (Applicable to contracts exceeding $10,000). If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Subgrantee shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this contract shall, at the option of the Subgrantee, become the Subgrantee's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the Subgrantee for damages sustained by the Subgrantee by virtue of any breach of the contract by the Contractor, and the Subgrantee may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Subgrantee from the Contractor is determined.

13. TERMINATION FOR CONVENIENCE (Applicable to contracts exceeding $10,000). The Subgrantee may terminate this contract at any time by giving at least ten (10) days' notice in writing to the Contractor. If the contract is terminated by the Subgrantee as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date.

14. LOBBYING (Applicable to contracts exceeding $100,000). The Contractor certifies, to the best of his or her knowledge and belief, that:

A. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement,

the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subgrantees shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

15. BONDING REQUIREMENTS (Applicable to construction and facility improvement contracts exceeding $100,000). The Contractor shall comply with New York State bonding requirements, unless they have not been approved by FEMA, in which case the Contractor shall comply with the following minimum bonding requirements:

A. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

B. A performance bond on the part of the Contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the Contractor's obligations under such contract.

C. A payment bond on the part of the Contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

16. AUDIT / ACCESS TO RECORDS. The Subgrantee, DHSES, FEMA, the Comptroller General of the United States, New York State Office of State Comptroller, pertinent federal agencies, and other designated entities, or any of their duly authorized representatives, shall have, at any time and from time to time during normal business hours, access to any work product, books, documents, papers, and records of the Contractor which are related to this contract, for the purpose of inspection, audits, examinations, and making excerpts, copies and transcriptions. Such audits may include review of the Contractor's accounting, financial, and reporting practices to determine compliance with the Contract and reporting requirements; maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles; and specific compliance with allowable cost and expenditure documentation standards prescribed by applicable federal, State, and DHSES guidelines.

17. MAINTENANCE/RETENTION OF RECORDS. Contractor shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement (collectively, the "Records") (i) for three (3) years from the time of closeout of FEMA's grant to the State or for the period provided in the FEMA regulations at 44 C.F.R. Part 13 (October 1, 2012) (or other applicable laws and program requirements, such as 2 C.F.R. Part 200), or (ii) for six (6) years after the closeout of the Agreement, or, as long as required by state law, whichever may be longer.

18. COPYRIGHT. Any creative or literary work developed or commissioned by the Contractor with grant support provided by DHSES shall become the property of DHSES, entitling DHSES to assert a copyright therein, unless the parties have expressly agreed otherwise in a written instrument signed by them.

A. If DHSES shares its right to copyright such work with the Contractor, DHSES reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, sub-grant, or contract under a grant or sub-grant; and (b) any rights of copyright to which a Contractor, sub-Contractor, or a contractor purchases ownership with grant support.

B. If the grant support provided by DHSES is federally-sponsored, the federal awarding agency also reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, sub-grant or contract under a grant or sub-grant; and (b) any rights of copyright to which a Contractor, sub-Contractor, or a contractor purchases ownership with such grant support.

C. The Contractor shall submit one copy of all reports and publications resulting from this Contract to DHSES within thirty (30) calendar days of completion. Any document generated pursuant to this grant must contain the following language:

"This project was supported by a grant administered by the New York State Division of Homeland Security and Emergency Services and the U.S. Department of Homeland Security. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the New York State Division of Homeland Security and Emergency Services or the U.S. Department of Homeland Security."

CIVIL RIGHTS AND DIVERSITY PROVISIONS

19. SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS. The Contractor will comply with the small and minority firms, women's business enterprise, and labor surplus area requirements as set forth at 2 CFR Part 200. Contractor will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of the contract. As used in these Required Federal Provisions, the terms "small business" means a business that meets the criteria set forth in Section 3(a) of the Small Business

Act, as amended (15 U.S.C. § 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed, or Spanish-heritage Americans, Asian-Americans, and American Indians. Subgrantee may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

The Contractor will take necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used in subcontracting when possible. Steps include:

A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and

E. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

20. TITLES VI AND VIII OF THE CIVIL RIGHTS ACT OF 1964 AND EXECUTIVE ORDER 11063. The Contractor shall comply with the provisions of Titles VI and VIII of the Civil Rights Act of 1964 and with Executive Order 11063. No person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. No person shall, on the grounds of race, color, religion, sex, or national origin, be discriminated against in the sale, rental, or financing of dwellings. To the extent that any such sale, lease or other transfer of land shall occur, Contractor, in undertaking its obligation to carry out the Program assisted hereunder, will not itself so discriminate.

21. SECTION 504 OF THE REHABILITATION ACT OF 1973 AND THE AMERICANS WITH DISABILITIES ACT OF 1990. The Contractor shall comply with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as amended, and any applicable regulations, and with the Americans with Disabilities Act of 1990 (42 U.S.C. § 126), as amended, and any applicable regulations. The Contractor agrees that no qualified individual with handicaps shall, solely on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives federal financial assistance from FEMA.

22. AGE DISCRIMINATION ACT OF 1975. The Contractor shall comply with the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), as amended, and any applicable regulations. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

23. NONDISCRIMINATION. The Contractor shall comply with other federal and state statutory, regulatory and constitutional non-discrimination provisions. During the performance of this contract, the Contractor agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

D. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The Contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided,* however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

With respect to construction contracts and subcontracts exceeding $10,000, The Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967; Executive Order 11478 of August 8, 1969; Executive Order 12107 of December 28, 1978; Executive Order 12086 of October 5, 1978; and as supplemented in Department of Labor regulations (41 C.F.R. Part 60). Subgrantee shall include the following Specifications, which are required pursuant to 41 C.F.R. 60-4.3 in all federally assisted contracts and subcontracts. For the purposes of the Equal Opportunity Construction Contract Specifications and Clause below, the term "Construction Work" means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

Standard Federal Equal Employment Opportunity Construction Contract Specifications for Contracts and Subcontracts in Excess of $10,000. (Federal Notice Required by 41 CFR 60-4.3)

1. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

d. "Minority" includes:

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the contractor or any subcontractor at any tier, subcontracts a portion of the work involving any Construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this Agreement resulted.

3. If the contractor is participating (pursuant to 41 CFR § 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this Agreement resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should

reasonably be able to achieve in each Construction trade in which it has employees in the covered area. Covered Construction contractors performing Construction Work in geographical areas where they do not have a Federal or federally assisted Construction contract shall apply the minority and female goals established for the geographical areas where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each Construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or woman sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where Construction Work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of Construction Work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female Construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the Program are reflected in the contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

9. Goals for minorities and women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246 or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs.

12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal

Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 C.F.R. § 60-4.8.

14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, Construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for hiring of local or other areas residents.

24. <u>CERTIFICATION OF NONSEGREGATED FACILITIES (Applicable to construction contracts exceeding $10,000).</u> The Contractor certifies that it does not maintain or provide for its establishments, and that it does not permit employees to perform their services at any location, under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for employees any segregated facilities at any of its establishments, and it will not permit employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this certification is a violation of the nondiscrimination clause of this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

The Contractor further agrees that (except where it has obtained for specific time periods) it will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the nondiscrimination clause; that

it will retain such certifications in its files; and that it will forward the preceding notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

25. SECTION 503 OF THE REHABILITATION ACT OF 1973 (Applicable to contracts exceeding $10,000). The Contractor shall comply with section 503 of the Rehabilitation Act of 1973 (29 U.S.C. § 793), as amended, and any applicable regulations.

A. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:

1. Recruitment, advertising, and job application procedures;
2. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
3. Rates of pay or any other form of compensation and changes in compensation;
4. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
5. Leaves of absence, sick leave, or any other leave;
6. Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
7. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
8. Activities sponsored by the Contractor including social or recreational programs; and
9. Any other term, condition, or privilege of employment.

B. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

C. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The Contractor must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g.,

the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).

E. The Contractor will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.

F. The Contractor will include the provisions of this clause in every subcontract or purchase order in excess of $10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the Act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

LABOR PROVISIONS

26. COPELAND "ANTI-KICKBACK" ACT (Applicable to all construction or repair contracts). Salaries of personnel performing work under this contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the Copeland "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; 18 U.S.C. § 874; and 40 U.S.C. § 276c). The Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to ensure compliance by subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

27. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (Applicable to construction contracts exceeding $2,000 and contracts exceeding $2,500 that involve the employment of mechanics or laborers). The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-330) as supplemented by Department of Labor regulations (29 C.F.R. Part 5). All laborers and mechanics employed by contractors or subcontractors shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act, and the contractors and subcontractors shall comply with all regulations issued pursuant to that act and with other applicable federal laws and regulations pertaining to labor standards.

28. DAVIS-BACON ACT AND OTHER LABOR COMPLIANCE (Applicable to construction contracts exceeding $2,000 when required by federal program legislation). The Contractor shall comply with the Davis Bacon Act (40 U.S.C. §§ 276a to 276a-7) as supplemented by Department of Labor regulations (29 C.F.R. Part 5), and all other applicable federal, state, and

local laws and regulations pertaining to labor standards insofar as they apply to the performance of this agreement.

All laborers and mechanics employed by contractors or subcontractors, including employees of other governments, on construction work assisted under this contract, and subject to the provisions of the Federal acts and regulations listed in this paragraph, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis Bacon Act. The Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to Subgrantee and DHSES for review upon request.

If Contractor is engaged under a contract in excess of $2,000 for construction, renovation, or repair work financed in whole or in part with assistance provided by DHSES, Contractor agrees, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, to comply and to cause all subcontractors engaged under such contracts to comply with federal requirements adopted by DHSES pertaining to such contracts and with the applicable requirements of the Department of Labor under 29 C.F.R. Parts 1, 3, 5, and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is to relieve Contractor of its obligation, if any, to require payment of the higher wage. Contractor shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

ENVIRONMENTAL PROVISIONS

29. ENERGY EFFICIENCY. The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the New York State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

30. SOLID WASTE DISPOSAL. Pursuant to 2 CFR § 200.322, Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (codified at 42 USC § 6962). The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

31. CERTIFICATION OF COMPLIANCE WITH ENVIRONMENTAL LAWS.

The Contractor and all subcontractors agree to comply with the following requirements (and their state and/or local counterparts or analogues, if any) insofar as they apply to the performance of this Agreement as any of the following may hereinafter be amended, superseded, replaced, or modified:

A. Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951, 3 C.F.R., 1977 Comp., p. 117, as interpreted at 24 C.F.R. Part 55), and Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961, 3 C.F.R., 1977 Comp., p. 121);

B. Coastal Zone Management Act of 1972, as amended (16 U.S.C. § 1451 *et seq.*);

C. Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300(f) *et seq.*, and 21 U.S.C. § 349, as amended), and EPA regulations for Sole Source Aquifers (40 C.F.R. Part 149);

D. Endangered Species Act of 1973, as amended (16 U.S.C. § 1531 *et seq.*);

E. Wild and Scenic Rivers Act of 1968, as amended (16 U.S.C. § 1271 *et seq.*);

F. Clean Air Act, as amended (42 U.S.C. § 7401 *et seq.*);

G. EPA regulations for Determining Conformity of Federal Actions to State or Federal Implementation Plans (40 C.F.R. Parts 6, 51, and 93);

H. Farmland Protection Policy Act of 1981 (7 U.S.C. § 4201 *et seq.*), and USDA regulations at 7 C.F.R. Part 658;

I. FEMA criteria and environmental policy;

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, Feb. 11, 1994 (59 FR 7629, 3 C.F.R., 1994 Comp. p. 859);

K. Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 4001-4128);

L. National Flood Insurance Reform Act of 1994 (42 U.S.C. § 5154a);

M. Coastal Barrier Resources Act, as amended by the Coastal Barrier Improvement Act of 1990 (16 U.S.C. § 3501);

N. Runway Clear Zone regulations (24 C.F.R. Part 51);

O. Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251, *et seq.*), commonly known as the Clean Water Act, and all regulations and guidelines issued thereunder;

P. Environmental Protection Agency ("EPA") regulations at 40 C.F.R Part 50, as amended;

Q. All other applicable environmental laws that may exist now or in the future.

Further, Contractor shall abide by any conditions or requirements set forth in any environmental review performed by FEMA in furtherance of implementing the National Environmental Policy Act.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the Subgrantee, the following:

A. A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the Excluded Party Listing System pursuant to 40 C.F.R. Part 32 or on the List of Violating Facilities issued by the EPA pursuant to 40 C.F.R. Part 15, as amended.

B. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. § 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. § 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

C. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the Excluded Party Listing System or the EPA List of Violating Facilities.

D. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraphs A through D of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

APPENDIX F

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:

FREDERICK W. WEAVER (Name)

605 THIRD AVE, NEW YORK NY 10158 (Address)

212-973-2900 (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.

8/8/19
Dated

Signature of Chief Executive Officer

FREDERICK WEANER
Name of Chief Executive Officer

Sworn to before me this
8th day of August, 2019.

Notary Public

DENICE U ARENAS
Notary Public, State of New York
No. 01AR6220290
Qualified in Westchester County
Commission Expires April 12, 2022

Certified: --

E-44-26

FILED BY THE NASSAU COUNTY CLERK
OFTHE LEGISLATURE APRIL 6, 2026
12:12 PM

NIFS ID: CLCO26000001

Capital:

Contract ID #: **CQCO21000001**

NIFS Entry Date: **03/30/2025**

Department: Comptroller

Service: **Actuarial Services**

Term: from **01/01/2025** to **12/31/2028**

Contract Delayed: **X**

Slip Type: **Amendment**		
CRP:		
Time Extension:		
Addl. Funds:		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	**Yes**
2) Comptroller Approval Form Attached:	**No**
3) CSEA Agmt. & 32 Compliance Attached:	**No**
4) Significant Adverse Information Identified? (if yes, attach memo):	**No**
5) Insurance Required:	**Yes**

Vendor/Municipality Info:	
Name: **Milliman, Inc.**	ID#:**910675641**
Main Address: **1301 Fifth Avenue, Suite 3800 Seattle, WA 98101**	
Main Contact: **Richard Gordon**	
Main Phone: **(610) 975-8968**	

Department:
Contact Name: **Charles J. Casolaro, Esq.**
Address: **Office of The Nassau County Comptroller 240 Old Country Road, Mineola, New York 11501**
Phone: **(516) 571-3249**
Email: **ccasolaro@nassaucountyny.gov**

Contract Summary

Purpose: This is an amendment for the continued actuarial services to meet the requirements of the Government Accounting Standards Board (GASB) Statements and comply with any, and all other, applicable GASB Standards, including but not limited to, No. 74 and No.75 Accounting and Financial Reporting for Post-Employment benefits other than pensions (GASB 74 and GASB 75, respectively). Additional Service is to assist the County in analyzing data related to the measurement of the value of the compensated absence liability, as required by the implementation of GASB 101.

Procurement History: An RFP was issued on June 8, 2020. Five proposals were received and evaluated. The proposals were scored and ranked. As a result of the ranking, Milliman, Inc., was selected.

Description of General Provisions: To provide full actuarial valuations to comply with any, and all applicable GASB standards, including but not limited to GASB 75; prepare a full valuation of the County's share of the post-employment liability related to the

Nassau County Health Care Corporation (NHCC) retirees who had been working for the County prior to the NHCC converting to a public benefit corporation; compute, on an actuarial basis, the liability facing the County, for open workers compensation claims; and other ad related and similar type of actuarial services.

Impact on Funding / Price Analysis: $165,000.00

Change in Contract from Prior Procurement: N/A

Method of Source Selection:

☑ Contract amendment, extension, or renewal

Contract originally executed on: 04/16/2021

Original procurement method: RFP

MWBE Participation:

☑ Participation of Minority-owned and Women-owned Business Enterprises 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 by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

☑ Vendor will not require any subcontractors.

Contractor is a (check all that apply):

☐ MWBE

☐ SDVOB

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
GEN	10	1200	DE	COGEN1200	DE503	COGEN1200 DE503	08	$122,725.00
						TOTAL		**$122,725.00**

Additional Info	
Blanket Encumbrance	
Transaction	
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	$122,725.00
Federal	$0.00
State	$0.00
Capital	$0.00
Other	$0.00
Total	**$122,725.00**

Routing Slip

Department			
NIFS Entry	Jeffrey Schoen	03/31/2026 11:38AM	Approved
NIFS Final Approval	Jeffrey Schoen	03/31/2026 11:42AM	Approved
Final Approval	Jeffrey Schoen	03/31/2026 11:42AM	Approved
County Attorney			
Approval as to Form	Salvatore Spezio	04/03/2026 01:33PM	Approved
RE & Insurance Verification	Grady Farnan	03/31/2026 02:27PM	Approved
NIFS Approval	Mary Nori	04/03/2026 05:06PM	Approved
Final Approval	Mary Nori	04/03/2026 05:06PM	Approved
OMB			
NIFS Approval	Elizabeth Valerio	03/31/2026 01:38PM	Approved
NIFA Approval	Irfan Qureshi	03/31/2026 01:44PM	Approved
Final Approval	Irfan Qureshi	03/31/2026 01:44PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Benjamin Fischer	04/06/2026 10:43AM	Approved
DCE Compliance Approval	Robert Cleary	04/06/2026 11:51AM	Approved
Vertical DCE Approval	Arthur Walsh	04/06/2026 12:02PM	Approved
Final Approval	Arthur Walsh	04/06/2026 12:02PM	Approved
Legislative Affairs Review			
Final Approval	Eleftherios Sempepos	04/06/2026 12:04PM	Approved
Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending
Legal Approval			Pending

Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

RULES RESOLUTION NO. – 2026

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 COMPTROLLER AND MILLIMAN, INC.

WHEREAS, the County has negotiated an amendment to a personal services agreement with Milliman, Inc., to meet the requirements of the Governmental Accounting Standards Board (GASB) Statements and comply with any, and all other, applicable GASB Standards and other related 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 agreement with Milliman, Inc.

AMENDMENT NO. 3

This **AMENDMENT**, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Amendment 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 Comptroller (the "Comptroller" or the "Office"), having its principal office at 240 Old Country Road, Mineola, New York 11501, and (ii) Milliman, Inc., having its principal office at 1301 Fifth Avenue, Suite 3800, Seattle, WA 98101 (the "Contractor").

W I T N E S S E T H:

WHEREAS, pursuant to County contract number CQCO21000001 between the County and the Contractor, executed on behalf of the County on February 26, 2021 (as amended by Amendment #1, dated November 2023, and Amendment #2, dated March 2025, the "Original Agreement"), whereby the Contractor provides actuarial services to meet the requirements of the Government Accounting Standards Board (GASB) Statements and comply with any, and all other, applicable GASB Standards, including but not limited to, No. 74 and No. 75, accounting and financial reporting for Post-Employment Benefits other than pensions (GASB 74 and GASB 75, respectively; and

WHEREAS, the Contractor, at the request of the County, provided an additional service to the County in that the Contractor compare two plans – the NYSHIP Empire Plan and the NYSHIP Excelsior Plan – and analyzed the sustainability of savings to be achieved should the County transition one or more collective bargaining units to the Excelsior Plan, and if one or more collective bargaining units agree to the transition, how that transition will impact the County's OPEB liability (known as the "Additional Services"), encapsulated in Amendment #1, dated November, 2023; and,

WHEREAS, the second amendment to the Original Agreement increased the duration of the agreement as well expanded the scope of the services provided by the Contractor; and,

WHEREAS, the County and Contractor, recognizing the necessity of the actuarial valuation services provided by this Contractor, do seek this third amendment to the original Agreement to further expand the scope of services and to add funding for the expanded scope of services; 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 Amendment, the parties agree as follows:

1. Additional Services. In addition to the scope of services provided for in the Original Agreement, and Amendment #1 and Amendment #2, this Amendment #3 will expand the scope of services to be provided by the Contractor to include, but not be limited to, OPEB plan changes adopted by the County required for the actuarial analysis work, most recently including the CSEA changes for Nassau County and plan changes for NIFA and Nassau County Community College.

2. Payment. Pursuant to this Third Amendment, the maximum amount contained within this Agreement to be paid to the Contractor as full consideration for Contractor's Services as described in the Original County Contract Section 2, *as Amended*, shall be increased from $884,183.50 to $1,049,183.50.

3. Full Force and Effect. All the terms and conditions of the Original Agreement, and Amendment #1 and Amendment #2, not expressly amended by this Amendment #3 shall remain in full force and effect and govern the relationship of the parties for the remainder of the Amended Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

MILLIMAN, INC.

By: Richard L Gordon
Name: Richard L Gordon
Title: Principal
Date: 3/2/2026

NASSAU COUNTY

By: _____
Name: _____
Title: _____
Date: _____

PLEASE EXECUTE IN BLUE INK

ACKNOWLEDGMENT

STATE OF Pennsylvania)

)ss.:

COUNTY OF Chester)

On the 2nd day of March in the year 2026 before me personally came Richard L. Gordon to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Bucks; that he or she is the Principal of Milman, 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.

Constance DiJiosia

NOTARY PUBLIC

Commonwealth of Pennsylvania - Notary Seal
Constance DiJiosia, Notary Public
Chester County
My commission expires February 5, 2028
Commission number 1039143
Member, Pennsylvania Association of Notaries

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 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

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: 03/09/2026

1) Proposer's Legal Name: Milliman, Inc.

2) Address of Place of Business: 1301 Fifth Avenue, Suite 3800

City: Seattle State/Province/ Territory: WA Zip/Postal Code: 98101

Country: US

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: 058535434

5) Federal I.D. Number: 91-0675641

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?
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:

Milliman is independent of and has no financial relationships with outside organizations providing insurance, investment consulting services, accounting services, banking services, legal services, etc. This ensures that our advice and counsel will be independent and objective. Milliman is a global corporation with an organizational structure containing 65 entities. No Milliman affiliates or subsidiaries will take part in the performance of this contract and will have no impact on the services Milliman provides to Nassau County. Additionally, as of March 9, 2026, Milliman, Inc. is a privately held corporate wholly owned by 580 shareholders, each owning less than 1% of the total outstanding stock in the company. Affiliate listing attached.

1 File(s) uploaded: Milliman Affiliates-20250225.pdf

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.

There was an administrative error by our insurance carrier that omitted Milliman Financial Risk Management, LLC from the coverage. The error is currently was corrected and it was retroactively applied as of 1/4/2024. This has no impact on the services Milliman provides to Nassau County.

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.

Conflict checks firmwide

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 [X] NO [ ]

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

i) Date of formation;
01/01/1947

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 listing of shareholders. No individual holds more than 10% interest in Milliman. Additionally, as of March 9, 2026, Milliman, Inc. is a privately held corporate wholly owned by 580 shareholders, each owning less than 1% of the total outstanding stock in the company.

1 File(s) uploaded: Principals list.pdf

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

1 File(s) uploaded: board and officers.pdf

iv) State of incorporation (if applicable);
WA

v) The number of employees in the firm;
4000

vi) Annual revenue of firm;
1646000000

vii) Summary of relevant accomplishments
See attached pages from proposal.

1 File(s) uploaded: Relevant accomplishments BHF.pdf

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

B. Indicate number of years in business.
79

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

See Appendix B of proposal.

1 File(s) uploaded: Capacity BHF.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.

Company	Nassau County		
Contact Person	Lisa Tsikouras		
Address	240 Old Country Road		
City	Mineola	State/Province/Territory	NY
Country	US		
Telephone	(516) 571-0210		
Fax #			
E-Mail Address	ltsikouras@nassaucountyny.gov		

Company	New York City Metropolitan Transportation Authority		
Contact Person	Margaret Connor		
Address	2 Broadway 20th Floor		
City	New York	State/Province/Territory	NY
Country	US		
Telephone	(212) 878-0285		
Fax #			
E-Mail Address	mconnor@mtahq.org		

Company	Southeastern Pennsylvania Transportation Authority		
Contact Person	Jacob Aufschauer		
Address	1234 Market Street		
City	Philadelphia	State/Province/Territory	PA
Country	US		
Telephone	(215) 580-7122		
Fax #			
E-Mail Address	jaufschauer@septa.org		

I, Richard Gordon , 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, Richard Gordon , 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: Milliman, Inc.

Electronically signed and certified at the date and time indicated by:
Richard Gordon RICK.GORDON@MILLIMAN.COM

Principal and Consulting Actuary
Title

03/09/2026
Date

Milliman, Inc. Directors and Officers 03/01/2026

Name	Title	Milliman Office
Andrea Sheldon	Member at Large	Hartford
Robert Schmidt	Global Employee Benefits Practice Directc	Boise
Dermot Corry	President & CEO	Seattle
Bret Linton	Chairman	Seattle
Sam Nandi	Global Life and Financial Services Practice	Chicago
Michael Weilant	Global Health Practice Director	Tampa
Daniel Squire	Member at Large	Portland, ME
Deep Patel	Member at Large	Chicago
Joanne Buckle	Member at Large	London
Kent Sacia	Member at Large	Seattle
Amy Angell	Global Property and Casualty Practice Dir	Boston
Christal Morris	Chief DE&I Officer	Seattle
Craig Spangler	Director of Tax	Seattle
Dermot Corry	President & CEO	Seattle
Hitesh Sachan	Chief Information Officer	Seattle
Jim Fulton	Chief Financial Officer	Seattle
Bret Linton	Chairman, Milliman, Inc.	Seattle
Mary Clare	Chief Legal Officer	Seattle
Matt Curtis	Chief Marketing Officer	Seattle
Pat Hendrickson	Vice President, Finance & Controller	Seattle
Susan Puz	Chief Compliance Officer	Seattle
Victoria Gleeson	Chief HR Officer	Dallas

NIFA Nassau County Interim Finance Authority

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

1. Vendor: Milliman, Inc.

2. Amount requiring NIFA approval: $165,000.00

Amount to be encumbered: $122,725.00

Slip Type: 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: 01/01/2025 to 12/31/2028

Has work or services on this contract commenced? No

If yes, please explain:

4. Funding Source:

General Fund (GEN)	X	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?	Yes
If not, will it require a future borrowing?	No
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 for the continued actuarial services to meet the requirements of the Government Accounting Standards Board (GASB) statements and comply with any, and all other, applicable GASB standards., including but not limited to, No. 74 and 75 Accounting and Financial Reporting for Post-Employment benefits other than pensions.

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

Nassau County Attorney as to form	Yes
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	Posting Date	Amount Added in Prior 12 Months

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 03/31/2026

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.

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?

Electronically signed and certified at the date and time indicated by:
Richard Gordon [RICK.GORDON@MILLIMAN.COM]

Dated: 02/26/2026 10:21:13 am

Vendor: Milliman, Inc.

Title: Principal and Consulting Actuary

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: Richard Gordon
Date of birth: 07/08/1976
Home address: 135 Holly Road
City: Southampton State/Province/ Territory: PA Zip/Postal Code: 18966
Country: US

Business Address: 801 Cassatt Road, Suite 111
City: Berwyn State/Province/ Territory: PA Zip/Postal Code: 19312
Country US
Telephone: 610-975-8968

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)			

Type Other
Description Lead Consultant for this contract
Start Date 03/01/2016

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 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, Richard Gordon , 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, Richard Gordon , 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.

Milliman, Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Richard Gordon RICK.GORDON@MILLIMAN.COM

Principal and Consulting Actuary

Title

04/01/2026 03:42:44 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: Bret Linton
   Date of birth: 09/29/1971
   Home address: 2644 N Vizcaya Way

   City: Eagle | State/Province/ Territory: ID | Zip/Postal Code: 83616
   Country: US

   Business Address: 950 W Bannock

   City: boise | State/Province/ Territory: ID | Zip/Postal Code: 83702
   Country US
   Telephone: 2084339406

   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	03/01/2025	Shareholder	01/01/2018
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 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 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, Bret Linton , 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, Bret Linton , 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.

Milliman

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Bret Linton BRET.LINTON@MILLIMAN.COM

Chair

Title

04/02/2026 05:25:40 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 B. Fulton
   Date of birth: 04/14/1964
   Home address: 300 Lenora, Apartment 309

   City: SEATTLE | State/Province/ Territory: WA | Zip/Postal Code: 98121
   Country: US

   Business Address: 1301 Fifth Avenue, Suite 3800

   City: Seattle | State/Province/ Territory: WA | Zip/Postal Code: 98101
   Country US
   Telephone: 206-504-5862

   Other present address(es): 1224 E. Irvington Ave

   City: Seattle | State/Province/ Territory: WA | Zip/Postal Code: 98121
   Country: US
   Telephone: 2062259999

   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	06/18/2015	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 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 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, James B. Fulton , 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 B. Fulton , 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.

MILLIMAN, INC.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
James B. Fulton JIM.FULTON@MILLIMAN.COM

CFO

Title

04/02/2026 05:37:17 pm

Date

COUNTY OF NASSAU

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

1. Name of the Entity: Milliman, Inc.

Address: 1301 Fifth Avenue, Suite 3800

City: Seattle State/Province/Territory: WA Zip/Postal Code: 98101

Country: US

2. Entity's Vendor Identification Number: 910675641

3. Type of Business: Other (specify) private 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: board and officers.pdf

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: Principals list.pdf

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.

No Milliman affiliates or subsidiaries will perform services under 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:
Richard Gordon [RICK.GORDON@MILLIMAN.COM]

Dated: 03/09/2026 10:00:41 am

Title: Principal and Consulting Actuary

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.

Milliman Shareholders as of March 9, 2026

Name	Office Name
Aaron Gates	Seattle
Aaron Koch	Burlington
Aaron Shapiro	Little Falls, NJ
Aaron Ward	Dallas
Adam Barnhart	Milwaukee
Adam Feller	Milwaukee
Adam Klein	Seattle
Adam Laurin	Milwaukee
Adam Schenck	Chicago
Adam Singleton	Seattle
Adrian Clark	Seattle
Adél Drew	London
Aisling Barrett	Dublin
Aj Ally	Chicago
Al Klein	Chicago
Al Schmitz	Milwaukee
Alan Perry	Philadelphia
Aldo Balestreri	Milan
Alessandro Clapis	Milan
Alex Bryant	Singapore
Alex Johnson	San Diego
Alex York	Milwaukee
Alexandre Boumezoued	Paris
Alexandre Lasry	Paris
Alfred Au	Chicago
Alli Devlin	Seattle
Alyssa Vincze	Milwaukee
Amanda Schipp	Indianapolis
Amber Damergis	Chicago
Amritpal Khangura	London
Amy Angell	Boston
Amy Giese	Milwaukee
Amy Wicker	Dallas
Anders Larson	Indianapolis
Andrea Cardoso	Rio De Janeiro
Andrea Sheldon	Hartford
Andrew Bochner	New York
Andrew Kay	Dublin
Andrew Keeley	Seattle
Andrew Naugle	Seattle
Andrew Netter	Milwaukee

Milliman Shareholders as of March 9, 2026

Name	Office Name
Andrew Steenman	Chicago
Andrew Timcheck	Milwaukee
Andy Hoffman	Chicago
Andy Johnson	Boston
Andy Mueller	Milwaukee
Angela Bolduc	Milwaukee
Angela Reed	San Diego
Ann Kingston	Dallas
Anna Berezovskaya	Chicago
Anne Jackson	Indianapolis
Annie Hallum	Seattle
Annie Man	San Diego
Anthony Dardis	Chicago
Anthony Pinello	New York
Arlene Richardson	Boston
Arthur Hordijk	Amsterdam
Arthur Rains-McNally	Seattle
Asad Irshad	Dubai
Ashlee Borcan	Tampa
Austin Barrington	Seattle
Badis ZEGHMAR	Paris
Barb Dewey	San Diego
Barb Ward	Seattle
Barbara Collier	Milwaukee
Barry Marks	New York
Becky Sielman	Hartford
Ben Diederich	Seattle
Ben Mori	Seattle
Ben Newton	Milwaukee
Bernhard König	Zurich
Bertrand Lespinasse	Paris
Bill Mehilos	Indianapolis
Bill Sayre	Little Falls, NJ
Bill Winningham	St. Louis
Bob Cosway	San Diego
Bob Meyer	New York
Brad Armstrong	Indianapolis
Brad Kuebler	Dallas
Brad Piper	Milwaukee
Brandon Kessler	Milwaukee
Brandy Cross	Dallas

Milliman Shareholders as of March 9, 2026

Name	Office Name
Brandy Millen	Milwaukee
Brent Jensen	Salt Lake City
Bret Linton	Seattle
Brett Swanson	Milwaukee
Brian Anderson	San Diego
Brian Brown	Milwaukee
Brian Fomby	Seattle
Brian Regan	Philadelphia
Brian Reid	Seattle
Brian Studebaker	Milwaukee
Brian Sweatman	Atlanta
Carl Ashenbrenner	Milwaukee
Carmen Laudenschlager	Indianapolis
Carol Bazell	New York
Carrie Vaughn	Portland, OR
Casey Hammer	San Diego
Catherine Knuth	Milwaukee
Cathy Hwang	Hong Kong
Chad Karls	Milwaukee
Chad Schuster	Chicago
Charlie Linn	Hartford
Charlie Mills	Seattle
Cheryl Frost	Dallas
Chihong An	Seoul
Chip Fetherston	Milwaukee
Chong wen Ang	Singapore
Chris Beck	Chicago
Chris Giese	Milwaukee
Chris Girod	San Diego
Chris Goodman	Dallas
Chris Martin	Milwaukee
Chris Onken	Chicago
Chris Pettit	Indianapolis
Chris Ruff	Philadelphia
Chris Tait	Philadelphia
Christine Fleming	Milwaukee
Christopher Clarke	London
Christopher Kunkel	Seattle
Christopher Page	Indianapolis
Chuck Gamsu	Milwaukee
Cici Zhang	Chicago

Milliman Shareholders as of March 9, 2026

Name	Office Name
Clément Bonnet	Hong Kong
Collin Davidson	Chicago
Corey Grigg	Chicago
Corey Swarner	Portland, OR
Cory Gusland	Chicago
Craig Brophy	Boston
Craig Glyde	Seattle
Craig Reynolds	Seattle
Craig Roberts	Seattle
Daisuke Seki	Tokyo
Dan Becker	Milwaukee
Dan Fleischman	Milwaukee
Dan Rueschhoff	Seattle
Dan Wade	Seattle
Daniel Hare	Chicago
Daniel Sharon	Tel Aviv
Daniel Skwire	Portland, ME
Darcy Allen	Philadelphia
Daren Lockwood	Chicago
Darin Muse	Houston
Darlene Laursen	Dallas
Darrell Spell	Tampa
Dave Davenport	Seattle
Dave Forbes	Little Falls, NJ
Dave Huizel	Minneapolis
Dave Liner	Hartford
David Cusick	San Diego
David Harris	Tel Aviv
David Kennerud	Seattle
David Kirk	Cape Town
David Koenig	Seattle
David Lang	Dallas
David Pedersen	Seattle
David Wang	Seattle
Davis Burge	Seattle
Deana Bell	Seattle
Deep Patel	Chicago
Demosthenis Demosthenous	Cyprus
Denny Stanley	Seattle
Derek Jones	New York
Dermot Corry	Seattle

Milliman Shareholders as of March 9, 2026

Name	Office Name
Derrick Johnson	Seattle
Dick Bottelli	New York
Dom Pizzano	Little Falls, NJ
Dominic Clark	Madrid
Dorothee Bary	Paris
Doug Conkel	Dallas
Dustin Grzeskowiak	Houston
Dwight Rebers	Chicago
Eamonn Phelan	Dublin
Ehsan Sheikh	Chicago
Ellen Harrington	Boise
Elyse Orkin	Minneapolis
Emily Vandermause	Milwaukee
Emma Kramer	Milwaukee
Eric Goetsch	Milwaukee
Eric Krafcheck	Milwaukee
Eric Serant	Paris
Eric Wunder	Milwaukee
Erica Baird	Minneapolis
Erica Chan	Hong Kong
Erica Reijula	Milwaukee
Erik Niver	Omaha
Fabrice Taillieu	Paris
Fanny POUGET	Paris
Farzana Ismail	Kuala Lumpur
Fernando Mesquida	Buenos Aires
Fiona Ng	Chicago
Franck Ludwig	Paris
Fritz Busch	Milwaukee
Gabi Dieguez	New York
Garrett Bradford	San Francisco
George Berry	Philadelphia
Gerald Erickson	Dallas
Gerard Bonar	Chicago
Ginny Boggs	Dallas
Glenn Bowen	Philadelphia
Glenn Giese	Milwaukee
Grace Chang	Seattle
Grant Camp	Orange County
Greg Boland	Dallas
Greg Herrle	Milwaukee

Milliman Shareholders as of March 9, 2026

Name	Office Name
Greg Sgrosso	Atlanta
Guanjun Jiang	Shanghai
Gwyn Volk	Chicago
Halim Gunawan	Jakarta
Hanbo Zhang	Chicago
Hans Leida	Minneapolis
Heather Kanzlemar	San Francisco
Hector Gueler	Buenos Aires
Heerak Basu	Mumbai
Heidi tenBroek	Seattle
Henny Verheugen	Amsterdam
Herbert Satterwhite	Milwaukee
Howard Callif	Milwaukee
Howard Kahn	New York
Hugh Larson	San Diego
Ian Humphries	London
Ian McCulla	Indianapolis
Iyibo Jack	Seattle
JP Augeri	New York
Jack Chmielewski	Milwaukee
Jake Klaisner	Milwaukee
Jake Pringle	Houston
Jason Bohreer	Seattle
Jason Clarkson	Indianapolis
Jason Gomberg	Chicago
Jason Kurtz	New York
Jason Melek	Indianapolis
Jason Petroske	Milwaukee
Jason Russ	New York
Jason Sciborski	Milwaukee
Jason Speer	Omaha
Jay Guanella	Dallas
Jean-Philippe Boisseau	Paris
Jeff Anderson	Minneapolis
Jeff Baker	Atlanta
Jeff Courchene	London
Jeff Greco	Chicago
Jeffrey Milton-Hall	Seattle
Jen Howard	Tampa
Jen Janvrin	New York
Jenn Castelhano	Hartford

Milliman Shareholders as of March 9, 2026

Name	Office Name
Jenna Fariss	Milwaukee
Jennifer Carioto	New York
Jennifer Van der ree	London
Jenny Jin	Chicago
Jeremy Cunningham	Indianapolis
Jeremy Kush	Chicago
Jeremy Palmer	Indianapolis
Jerome Nebout	Paris
Jessica Bublitz	Milwaukee
Jessica Naber	Indianapolis
Jessie Worobec	Omaha
Jill Brostowitz	Milwaukee
Jill Bruckert	Milwaukee
Jill Herbold	Indianapolis
Jim Brackett	Chicago
Jim Davis	Dallas
Jim Silverstein	Chicago
Jim Stoltzfus	Philadelphia
Jim Tumlinson	Houston
Jinnie Olson	Dallas
Joanne Buckle	London
Joanne Fontana	Hartford
Job Prince	Amsterdam
Joel Stewart	Denver
Joel Strassburg	Milwaukee
Joel Wehner	Houston
John Botsford	Walnut Creek
John Clark	Milwaukee
John Donohue	Dallas
John Herzfeld	Boston
John Jenkins	London
John Meerschaert	Milwaukee
John Roeger	Chicago
Jon Hendrickson	Phoenix
Jon Lloyd	Dallas
Jonah Broulette	New York
Jonathan Glowacki	Milwaukee
Jorge Torres	Denver
Jose Brito	Milwaukee
Jose Silveiro	Madrid
Josh Reinstein	Atlanta

Milliman Shareholders as of March 9, 2026

Name	Office Name
Joy Schwartzman	New York
Judith Houtepen	Amsterdam
Julia Friedman	Milwaukee
Julian Man	Hong Kong
Julie Bentz	Dallas
Julie Cannaday	Dallas
Julie Sinke	Dallas
Juliet Spector	Chicago
Justin Birrell	Seattle
Kara Tedesco	Dallas
Karen Beckham	Dallas
Kari Jakobe	Dallas
Kate Fitch	New York
Katherine Fleming	Dallas
Kathryn Medina	Milwaukee
Kathryn Rains-McNally	Seattle
Kathy Warren	Philadelphia
Katie Holcomb	Milwaukee
Katie Nelson	Chicago
Keith Lockwood	Chicago
Kelly Backes	Milwaukee
Kelly Coffing	Seattle
Kelly Pretti	Milwaukee
Ken Joyce	Boston
Kenjiro Ito	Tokyo
Kent Sacia	Seattle
Kevin Hart	Milwaukee
Kevin Manning	Dublin
Kevin Pierce	Hartford
Kim Guerriero	Boston
Kim Hiemenz	Milwaukee
Kosuke Iwasaki	Tokyo
Kristen Koon	Seattle
Kristin Houghton	Seattle
Kristofer Reed	Seattle
Kyle Hughes	Dallas
Kyle Mcclone	Milwaukee
Ladd Preppernau	Portland, OR
Laird Zacheis	Chicago
Laura Helvey	Tampa
Lauren Busey	Seattle

Milliman Shareholders as of March 9, 2026

Name	Office Name
Lauren Efferding	Omaha
Lauren Murphy	Milwaukee
Lee Truman	Seattle
Leena Laloo	New Delhi
Leighton Hunley	Milwaukee
Lena Stumper	Dallas
Les Kartchner	Salt Lake City
Lily Taino	Dallas
Lindsay Unwin	London
Lindsy Kotecki	Minneapolis
Linyi Zhang	Chicago
Lisa Grove	Dallas
Lisa Henderson	New York
Liz Weckstein	Dallas
Lori Julga	Milwaukee
Lotte Van Delft	Amsterdam
Luca Cavaliere	Milan
Lucy Ouyang	Philadelphia
Luis Maldonado	Philadelphia
Luke Roth	Seattle
Lynn Dong	Seattle
Maggie Alston	New York
Magnus Wilson	London
Mahrukh Mavalvala	Seattle
Manish Mandelia	Tampa
Marc Chiang	San Diego
Marcella Giorgou	New York
Marcin Krzykowski	Warsaw
Marcos Dachary	Seattle
Margaret Chance	Milwaukee
Maria Becker	Philadelphia
Maria Schiopu	Chicago
Mark Whatley	Singapore
Marlene Howard	Indianapolis
Mary Creten	Denver
Mathieu Doucet	Milwaukee
Matt Chamberlain	San Francisco
Matt Killough	Boston
Matt Kranovich	Chicago
Matt Larrabee	Portland, OR
Matt Timm	Milwaukee

Milliman Shareholders as of March 9, 2026

Name	Office Name
Matthew Berman	Indianapolis
Matthew Ford	London
Matthew Hayes	Tampa
Matthew Smith	Phoenix
Max Mindel	San Francisco
Meghan Fetherston	Seattle
Merideth Randles	Seattle
Michael Cook	Milwaukee
Michael Culligan	Dublin
Michael Daly	Hong Kong
Michael Halford	Denver
Michael Hunter	Chicago
Michael McCord	Appleton
Michael Niemerg	Milwaukee
Michael Polakowski	Denver
Michael Sperry	Dallas
Michele Berrios	New York
Mike Bergerson	Minneapolis
Mike Bishop	Milwaukee
Mike Claffey	Dublin
Mike DeMattei	Los Angeles
Mike Gaal	Chicago
Mike Hoyer	Milwaukee
Mike Huard	Milwaukee
Mike Meehan	Boston
Mike Mikhitarian	Albany
Mike Paczolt	Milwaukee
Mike Peatrowsky	Omaha
Mike Schmitz	Milwaukee
Mike Sudduth	St. Louis
Mike Weilant	Tampa
Mindy Steichen	Milwaukee
Missy Gordon	Minneapolis
Mohamed Benkhalfa	Paris
Nancy Watkins	San Francisco
Nate Dorr	Chicago
Nate Sandrowicz	Tampa
Neel Patel	Chicago
Neeraj Bhatti	Milwaukee
Neil Cantle	London
Neil Dissanayake	London

Milliman Shareholders as of March 9, 2026

Name	Office Name
Nick Collier	Seattle
Nick Johnson	Seattle
Nick Ortner	Milwaukee
Nicola Biscaglia	Milan
Niels Van der Laan	Amsterdam
Nina Lantz	Portland, OR
Noah Champagne	New York
Oliver Gillespie	London
Oshi Wilks	Tel Aviv
Pamela Laboy	Tampa
Pamela Pelizzari	New York
Pang Chye	Hong Kong
Pat Renzi	New York
Patrick Lawson	Dallas
Paul Anderson	Milwaukee
Paul Correia	Portland, ME
Paul Fedchak	Indianapolis
Paul Houchens	Indianapolis
Paul Marron	Dublin
Paul Sakhrani	Atlanta
Paul Schneider	Chicago
Paul Shane	Milwaukee
Pedro Alcocer	Tampa
Peggy Brinkmann	San Francisco
Peter Boekel	Amsterdam
Phil Simpson	London
Philip Jackson	Mumbai
Pierre Miehe	Paris
Prannoy Chaudhury	New York
Rachel Killian	Atlanta
Rachel Kullman	Seattle
Rachel Seale	Dallas
Rachin Aggarwal	New Delhi
Rahul Mohan	Chicago
Raja Bhagavatula	Boston
Rajeev Dutt	Chicago
Rajish Sagoenie	Amsterdam
Ram Kelkar	Chicago
Rebecca Connell	Dallas
Rebecca Johnson	New York
Rebecca Smith	New York

Milliman Shareholders as of March 9, 2026

Name	Office Name
Rebekah Bayram	San Diego
Reetu Singh	Chicago
Reza Vahid	New York
Rich Lord	Los Angeles
Rich Moyer	Seattle
Richard Frese	Chicago
Richard Holloway	Singapore
Rick Gordon	Philadelphia
Ricky Trachtman	Chicago
Rob Bachler	Seattle
Rob Pipich	Philadelphia
Robert Bugg	London
Robert Cummings	Chicago
Robert Deosaran	Chicago
Robert Eaton	Tampa
Robert Schmidt	Boise
Robert Zolla	Orange County
Roger Connolly	Seattle
Ron Cornwell	Omaha
Rong Yi	New York
Russell Osman	London
Russell Ward	London
Ryan Andersen	Seattle
Ryan Falls	Dallas
Ryan Miller	Dallas
Ryan Rowland	Orange County
Ryan Swenson	Atlanta
Safder Jaffer	Dubai
Sam Elsherbeiny	Dallas
Sam Nandi	Chicago
Sam Shellabarger	Seattle
Sarah Murray	Boise
Scott Cohen	Atlanta
Scott Cook	Dallas
Scott Harris	Seattle
Scott Jones	Seattle
Scott Kurban	Denver
Scott Porter	Philadelphia
Scott Preppernau	Portland, OR
Scott Weltz	Milwaukee
Sean Silva	Walnut Creek

Milliman Shareholders as of March 9, 2026

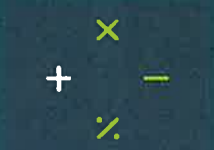
Name	Office Name
Sean Slattery	Seattle
Shamit Gupta	New Delhi
Shea Parkes	Indianapolis
Shelly Brandel	Milwaukee
Shir lynn Ong	Singapore
Shirley Song	Seattle
Shyam Kolli	Atlanta
Siddharth Mehra	Dubai
Simon Moody	Milwaukee
Simon Wong	Atlanta
Sinead Clarke	Dublin
Soo Wen Wong	Hong Kong
Srinu Penubarthi	Chicago
Staci Palmer	Omaha
Stephanie Peterson	New York
Stephanie Sorenson	Dallas
Stephen Koca	Los Angeles
Stephen Wolff	Milwaukee
Steve Conwill	Tokyo
Steve DiCenso	Boston
Steve White	Seattle
Stoddard Davenport	Denver
Stu Rachlin	Tampa
Stuart Reynolds	London
Stuart Silverman	New York
Su Meng Lee	Chicago
Subhash Khanna	London
Sudhanshu Bansal	New Delhi
Sue Bartholf	Milwaukee
Sue Klein	San Francisco
Sung-Hoon Kim	Seoul
Susan Pantely	San Francisco
Suzanne Taranto	New York
Sven Wagner	Dusseldorf
Sylvia Hagin	Philadelphia
Taka Hoshino	Tokyo
Tara Miller	Burlington
Tasha Khan	Portland, ME
Taylor McKinnon	Tampa
Ted Schlude	Chicago
Terry Bierman	Omaha

Milliman Shareholders as of March 9, 2026

Name	Office Name
Tigran Kalberer	Zurich
Tim Bleick	Milwaukee
Tim Connor	Little Falls, NJ
Tim Herman	Milwaukee
Tim Hill	Chicago
Tim Kempen	Milwaukee
Tim Nugent	Philadelphia
Tim Wilder	San Diego
Timothy Vosicky	Chicago
Todd Fessler	Seattle
Todd Wanta	Milwaukee
Tom Carrabine	Dallas
Tom Howell	Milwaukee
Tom Kim	Seattle
Tom Prince	Denver
Tom Snook	Phoenix
Tom Whalen	Hartford
Tony Bloemer	Chicago
Tony Burke	Boston
Toshio Tanaka	Tokyo
Tracy Margiott	Hartford
Travis Grulkowski	Milwaukee
Troy Filipek	Milwaukee
Tyler Engel	New York
Tyler Schulze	Indianapolis
Uri Sobel	Little Falls, NJ
Valea Coyne	Seattle
Vandana Bhardwaj	Seattle
Vanessa Vaag	Little Falls, NJ
Veekash Badal	London
Verna Brenner	Dallas
Vicki Mazzie	Albany
Victor Harte	Little Falls, NJ
Victor Huang	Sydney
Vincent Embser	Chicago
Wayne Blackburn	Little Falls, NJ
WenYee Lee	Singapore
Will Fox	Seattle
Will Wiegel	Seattle
William Hines	Boston
William Smith	Milwaukee

Milliman Shareholders as of March 9, 2026

Name	Office Name
William Strange	Dallas
Xiaohong Mo	Chicago
Zach Ballweg	Milwaukee
Zi xiang Low	Seattle
Zohair Motiwalla	Seattle
Zorast Wadia	New York



Report of Independent Auditors
and Consolidated Financial Statements

Milliman, Inc.

December 31, 2024 and 2023

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Report of Independent Auditors

The Shareholders
Milliman, Inc.

Report on the Audit of the Financial Statements

Opinion

We have audited the consolidated financial statements of Milliman, Inc., which comprise the consolidated balance sheets as of December 31, 2024 and 2023, and the related consolidated statements of operations, comprehensive loss, changes in shareholders' equity, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of Milliman, Inc., as of December 31, 2024 and 2023, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Milliman, Inc., and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Milliman, Inc.'s ability to continue as a going concern within one year after the date that the consolidated financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Milliman, Inc.'s internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Milliman, Inc.'s ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

Moss Adams LLP

Seattle, Washington
April 25, 2025

Consolidated Financial Statements

Milliman, Inc.
Consolidated Balance Sheets
December 31, 2024 and 2023

	2024	2023
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	$ 75,892,472	$ 69,967,486
Income tax receivable	4,183,000	5,843,000
Receivables and unbilled revenue		
Client receivables	210,694,977	209,381,353
Unbilled revenue and client advances	174,898,853	158,046,989
Related party advances	182,259	260,712
Less allowance for credit losses	(59,500,000)	(60,500,000)
Total receivables and unbilled revenue, net	326,276,089	307,189,054
Prepaid expenses, deposits, and other current assets	27,540,150	22,190,342
Total current assets	433,891,711	405,189,882
PROPERTY AND EQUIPMENT, net	48,877,048	55,849,522
OPERATING LEASE RIGHT-OF-USE-ASSETS	113,427,820	139,316,530
INTANGIBLE ASSETS, net	1,791,737	2,331,134
GOODWILL, net	9,547,387	10,973,792
OTHER ASSETS		
Investments	-	155,096
Long-term deposits	5,100,454	3,950,175
Total other assets	5,100,454	4,105,271
	$ 612,636,157	$ 617,766,131

See accompanying notes.

Milliman, Inc.
Consolidated Balance Sheets
December 31, 2024 and 2023

	2024	2023
LIABILITIES AND SHAREHOLDERS' EQUITY		
CURRENT LIABILITIES		
Accounts payable and accrued liabilities	$ 177,462,567	$ 146,125,279
Current portion of operating lease liabilities	27,752,658	27,724,927
Deferred revenue	42,206,804	45,183,337
Total current liabilities	247,422,029	219,033,543
NOTES PAYABLE UNDER LINES OF CREDIT AND LONG-TERM DEBT	174,109,695	158,237,662
DEFERRED INCOME TAX LIABILITIES	10,460,000	14,116,000
OPERATING LEASE LIABILITIES	119,522,256	149,930,547
Total liabilities	551,513,980	541,317,752
COMMITMENTS AND CONTINGENCIES (Notes 9 and 13)		
SHAREHOLDERS' EQUITY		
Milliman, Inc. shareholders' equity		
Class A voting common stock, $40 par value, 20,000 shares authorized, 12,860 and 12,410 shares issued and outstanding	514,400	496,400
Class B nonvoting common stock, $40 par value, 20,000 shares authorized, 8,150 and 7,900 shares issued and outstanding	326,000	316,000
Class C nonvoting common stock, $40 par value, 400 shares authorized, 0 and 0 shares issued and outstanding	-	-
Additional paid-in capital	3,361,600	3,249,600
Retained earnings	59,746,259	74,865,214
Accumulated other comprehensive loss	(4,012,235)	(3,646,847)
Total Milliman, Inc. shareholders' equity	59,936,024	75,280,367
Noncontrolling interest	1,186,153	1,168,012
	61,122,177	76,448,379
	$ 612,636,157	$ 617,766,131

See accompanying notes.

Milliman, Inc.
Consolidated Statements of Operations
Years Ended December 31, 2024 and 2023

	2024	2023
OPERATING REVENUES	$1,724,179,209	$1,577,176,161
OPERATING EXPENSES	1,748,978,540	1,588,994,840
OPERATING LOSS	(24,799,331)	(11,818,679)
GAIN ON SALE OF OPERATING UNIT	16,200,000	8,500,000
OTHER INCOME (LOSS), net	(2,113,589)	2,183,610
LOSS FROM EQUITY METHOD INVESTEE	(5,526)	(8,817)
LOSS FROM OPERATIONS BEFORE INCOME TAX BENEFIT (EXPENSE)	(10,718,446)	(1,143,886)
INCOME TAX BENEFIT (EXPENSE)	(4,215,000)	(751,000)
LOSS FROM OPERATIONS	(14,933,446)	(1,894,886)
LESS LOSS (INCOME) ATTRIBUTABLE TO NONCONTROLLING INTEREST	(18,141)	23,019
LOSS ATTRIBUTABLE TO MILLIMAN, INC.	$ (14,951,587)	$ (1,871,867)

See accompanying notes.

Milliman, Inc.
Consolidated Statements of Comprehensive Loss
Years Ended December 31, 2024 and 2023

	2024	2023
NET LOSS	$ (14,933,446)	$ (1,894,886)
OTHER COMPREHENSIVE LOSS		
Foreign currency translation adjustment	(365,388)	(506,276)
COMPREHENSIVE LOSS	$ (15,298,834)	$ (2,401,162)

See accompanying notes.

Milliman, Inc.
Consolidated Statements of Changes in Shareholders' Equity
Years Ended December 31, 2024 and 2023

	Class A Number of Shares	Class A Common Stock	Class B Number of Shares	Class B Common Stock	Additional Paid-in Capital	Retained Earnings	Accumulated Other Comprehensive Loss	Noncontrolling Interest	Total
BALANCE, December 31, 2022	11,970	$ 478,800	7,500	$ 300,000	$ 3,115,200	$ 76,902,681	$ (3,140,571)	$ 1,191,031	$ 78,847,141
Net loss	-	-	-	-	-	(1,871,867)	-	(23,019)	(1,894,886)
Foreign currency translation adjustment	-	-	-	-	-	-	(506,276)	-	(506,276)
Stock issued	1,100	44,000	800	32,000	304,000	-	-	-	380,000
Stock repurchased	(660)	(26,400)	(400)	(16,000)	(169,600)	-	-	-	(212,000)
Dividends paid ($8 per share)	-	-	-	-	-	(165,600)	-	-	(165,600)
BALANCE, December 31, 2023	12,410	496,400	7,900	316,000	3,249,600	74,865,214	(3,646,847)	1,168,012	76,448,379
Net income (loss)	-	-	-	-	-	(14,951,587)	-	18,141	(14,933,446)
Foreign currency translation adjustment	-	-	-	-	-	-	(365,388)	-	(365,388)
Stock issued	1,180	47,200	650	26,000	292,800	-	-	-	366,000
Stock repurchased	(730)	(29,200)	(400)	(16,000)	(180,800)	-	-	-	(226,000)
Dividends paid ($8 per share)	-	-	-	-	-	(167,368)	-	-	(167,368)
BALANCE, December 31, 2024	12,860	$ 514,400	8,150	$ 326,000	$ 3,361,600	$ 59,746,259	$ (4,012,235)	$ 1,186,153	$ 61,122,177

See accompanying notes.

Milliman, Inc.
Consolidated Statements of Cash Flows
Years Ended December 31, 2024 and 2023

	2024	2023
CASH FLOWS FROM OPERATING ACTIVITIES		
Net loss	$ (14,933,446)	$ (1,894,886)
Adjustments to reconcile net loss to net cash used in operating activities		
Depreciation and amortization	15,840,339	19,032,884
Noncash lease expense	29,359,724	28,290,559
Deferred income taxes	(3,656,000)	(1,410,000)
Change in allowance for credit losses	(1,000,000)	5,000,000
Gain on sale of operating unit	(16,200,000)	(8,500,000)
Loss on disposals of property and equipment	81,097	83,371
Loss from equity method investee	5,526	8,817
Cash provided by (used in) changes in operating assets and liabilities		
Receivables and unbilled revenue	(18,087,035)	(43,014,020)
Prepaid expenses, deposits, and other current assets	(5,349,808)	(2,905,973)
Income taxes receivable/payable	1,660,000	(1,637,000)
Long-term deposits	(1,150,279)	(427,086)
Accounts payable and accrued liabilities	31,337,288	13,015,728
Deferred revenue	(2,976,533)	1,370,967
Operating lease liabilities	(33,851,574)	(25,015,122)
Net cash used in operating activities	(18,920,701)	(18,001,761)
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchases of property and equipment	(6,983,160)	(22,780,105)
Net cash received for sale of operating unit	16,200,000	8,500,000
Investments and advances	149,570	412,496
Net cash used in investing activities	9,366,410	(13,867,609)
CASH FLOWS FROM FINANCING ACTIVITIES		
Proceeds from notes payable and long-term debt	501,120,064	458,425,863
Payments on notes payable and long-term debt	(485,248,031)	(399,712,201)
Proceeds from issuance of common stock	366,000	380,000
Repurchase of common stock	(226,000)	(212,000)
Cash disbursements in excess of deposits	-	(29,290,133)
Dividends paid	(167,368)	(165,600)
Net cash from financing activities	15,844,665	29,425,929
EFFECTS OF FOREIGN CURRENCY TRANSLATION ON CASH	(365,388)	(506,276)
NET CHANGE IN CASH AND CASH EQUIVALENTS	5,924,986	(2,949,717)
CASH AND CASH EQUIVALENTS		
Beginning of year	69,967,486	72,917,203
End of year	$ 75,892,472	$ 69,967,486
NONCASH INVESTING AND FINANCING ACTIVITIES		
Right-of-use assets obtained in exchange for lease liabilities	$ 3,471,014	$ 16,616,763

See accompanying notes.

Note 1 – Organization and Summary of Significant Accounting Policies

Organization – Milliman, Inc. (the Company), is an international company that provides consulting, actuarial, and allied services, including calculation of insurance risks and premiums in the areas of life insurance, property and casualty insurance, employee benefits, and healthcare. The Company was incorporated in the state of Washington in 1957.

Principles of consolidation – The consolidated financial statements include the accounts of the Company and its wholly owned subsidiaries. All material intercompany balances and transactions have been eliminated in consolidation.

Cash and cash equivalents – The Company considers all highly liquid investments purchased with an original maturity of three months or less to be cash equivalents.

Revenue recognition – The Company generates the majority of its revenues from providing professional services under two types of billing arrangements: time-and-expense and fixed-fee. The Company's contracts with customers for professional services typically consist of a single performance obligation, as the services provided are highly integrated within the context of the contracts. Revenue is recognized when evidence that an arrangement exists, the related services have been provided, the price is fixed or determinable, and collectability is reasonably assured. If, at the outset of an arrangement, management determines that the arrangement fee is not fixed or determinable, revenue is deferred until all criteria for recognizing revenue are met. Provisions are recorded for the estimated realization adjustments on all engagements. Invoices are typically presented monthly as work progresses or based on pre-established milestones and are due in 30 days.

Time-and-expense billing arrangements require the client to pay based on the number of hours worked by revenue-generating professionals at contractually agreed-upon rates. The Company recognizes revenues for professional services rendered under time-and-expense engagements based on the hours incurred at agreed-upon rates as work is performed. In some cases, time-and-expense arrangements are subject to a cap, in which case management assesses the work performed on a periodic basis to ensure that the cap has not been exceeded.

In fixed-fee billing arrangements, a pre-established fee is agreed to for the engagement of specified professional services. These contracts are for varying periods and generally permit the client to cancel the contract before the end of the term. Revenues are recognized over time as the services are performed.

The Company recognizes revenues for professional services performed under fixed fee billing arrangements on a monthly basis over the specified contract term or, in certain cases, revenue is recognized on the proportional performance method of accounting based on the estimated percentage of completion for the engagement. The estimated percentage of completion is based on labor hours incurred as a percentage of total estimated labor hours for the contract.

Reimbursed expenses, which include travel, out-of-pocket expenses, outside consultants, and other similar costs, are generally included in revenues, and an equivalent amount of reimbursable expenses is included in costs of services in the period in which the expense is incurred.

The Company also generates revenue through the following: (1) cloud-based subscription revenue, which allows clients to use hosted software over the contract period without taking possession of the software, consists of subscription fees from customers utilizing the Company's software, and give clients access to the ordered subscription service, related support, and updates, if any, to the subscribed service; (2) consulting services related to the hosted software arrangements, which consist of fees associated with implementation, data migration, training, and other services, plus reimbursable expenses; and (3) revenue for software license fees where customers take physical possession of the software license when it is installed onsite and the related installation and training related to the software license. Revenue for cloud-based subscription revenue and consulting services related to the hosted software arrangements consist of multiple performance obligations as further discussed below. Revenue for software license fees, installation, and training consist of one performance obligation, as the services provided are highly integrated within the context of the contracts. Revenue for software licenses is generally recognized at a point in time upon billing and revenue for maintenance and support is typically recognized over time as the services are performed.

Multiple performance obligations – The Company's contracts with clients for cloud-based subscription revenue and related consulting services often include promises to transfer multiple products and services. Determining whether products and services are considered distinct performance obligations that should be accounted for separately from one another sometimes requires judgment. Performance obligations are considered distinct if they are both capable of being distinct individually and distinct within the context of the contract. In determining whether performance obligations meet the criteria for being distinct, management considers a number of factors, such as the degree of interrelation and interdependence between obligations, and whether or not the good or service significantly modifies or transforms another good or service in the contract. The cloud-based subscription and consulting services are both determined to be distinct performance obligations and the transaction price is allocated to each performance obligation based on their estimated standalone selling prices. Subscription revenue is recognized over time over the subscription period. The duration of the Company's client contracts varies, but typically range from 12 to 36 months. The transaction price is allocated to consulting services using observable hourly rates and recognized over time using the input method as the services are delivered based on actual hours worked.

Contract costs – Additionally, the Company has evaluated the Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) Topic 340, *Other Assets and Deferred Cost* (Topic 340), which requires companies to defer certain incremental costs to obtain customer contracts, and certain costs to fulfill client contracts. The Company has determined that they incur no significant costs of obtaining client contracts such as commissions and, therefore, the provisions of Topic 340 do not have a significant impact on the Company's consolidated financial statements.

Unbilled revenue and deferred revenue – Unbilled revenue and deferred revenue are considered contract assets and liabilities, respectively. Contract assets represent accumulated charges that have not been billed as of year-end. Such amounts are reclassified to accounts receivable when billed under the terms of the contract. Contract liabilities consist of deferred revenue. Deferred revenue consists of prepayments of software maintenance contracts and amounts collected from clients in advance of services provided. The revenue is recognized as the related performance obligations are satisfied. Contract assets and liabilities are reported in a net position on a contract-by-contract basis at the end of each reporting period. There were no substantial noncurrent contract assets or liabilities for the periods presented.

The Company has the following contract assets and liabilities related to ASC 606:

	December 31, 2024	December 31, 2023	January 1, 2023
Contract assets - unbilled revenue	$174,898,853	$158,046,989	$150,878,262
Contract liabilities - deferred revenue	$42,206,804	$45,183,337	$43,812,370

Receivables – Client receivables consist of billed amounts due from clients. Management determines the allowance for credit losses by identifying troubled accounts and by using historical experience applied to an aging of accounts. Management also evaluates the current economic conditions and business environment to determine if future credit losses may differ from historical experience and therefore require a larger allowance for credit losses. Client receivables and unbilled revenue are written off when determined to be uncollectible and recoveries of amounts previously written off are reported as income when received.

Property and equipment – Property and equipment are stated at cost, net of accumulated depreciation and amortization. Leasehold improvements are amortized utilizing the straight-line method over the shorter of the estimated useful life of the asset or respective lease term. The Company provides for depreciation of property and equipment, using the double-declining balance method over the following estimated useful lives:

Computers and electronic equipment	5 years
Telephone equipment	5 years
Office furniture	7 years

Intangible assets – Intangible assets represent customer lists and are amortized over periods from 3 to 20 years from the date of acquisition.

Goodwill – The Company adheres to the accounting alternative provided by FASB Accounting Standards Update (ASU) No. 2014-02, *Intangibles-Goodwill and Other (Topic 350): Accounting for Goodwill (a consensus of the Private Company Council)*.

Goodwill represents the difference between the purchase price of an acquired business and the fair value of the identifiable tangible and intangible net assets acquired. Under the accounting alternative, goodwill is amortized on a straight-line basis over 10 years and assessed for impairment if an event or circumstances indicate that the fair value of the entity may be less than its carrying amount. A goodwill impairment loss is recognized to the extent the carrying amount of the entity including goodwill exceeds its fair value. There was no impairment of goodwill during 2024 or 2023.

Impairment of long-lived assets – In accordance with accounting principles generally accepted in the United States of America (GAAP), long-lived assets, such as property and equipment, intangible assets, and other assets, are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable.

Recoverability of assets to be held and used is measured by a comparison of the carrying amount of an asset to estimated undiscounted future cash flows expected to be generated by the asset. If the carrying amount of an asset exceeds its estimated future cash flows, an impairment charge is recognized in the amount by which the carrying amount of the asset exceeds the fair value of the asset. There were no impairments of long-lived assets during the years ended December 31, 2024 and 2023.

Investments – Investments consist of equity method investments where the Company is considered to have significant influence (generally greater than 20% ownership of the investee's equity), but not control, and are carried at the cost of acquisition plus the Company's equity in undistributed earnings or losses since acquisition.

Claims loss reserve – The Company receives professional liability insurance coverage through policies written directly and through reinsurance arrangements for amounts in excess of a self-insured retention layer. Actual costs for outstanding claims may vary from estimates based on trends of losses for filed claims and claims estimated to be incurred but not yet filed. Estimated losses and costs of these self-insurance programs are accrued based on management's best estimate of the Company's exposure. The recorded claims loss reserve liability was $18,000,000 and $16,000,000 at December 31, 2024 and 2023, respectively. This amount is included in accounts payable and accrued liabilities on the consolidated balance sheets (see Note 7).

Income taxes – The Company is a cash-basis taxpayer and accounts for income taxes using an asset and liability approach that requires the recognition of deferred tax assets and liabilities for the expected future tax consequences of temporary differences between the financial statement and tax basis of assets and liabilities at the applicable enacted tax rates. A valuation allowance is provided when it is more likely than not that some portion or all of the deferred tax assets will not be realized. The Company evaluates the realizability of its deferred tax assets by assessing its valuation allowance and by adjusting the amount of such allowance, if necessary.

The Company recognizes the tax benefits from uncertain tax positions only if it is more likely than not that the tax positions will be sustained on examination by the tax authorities, based on the technical merits of the position. The tax benefit is measured based on the largest benefit that has a greater than 50% likelihood of being realized upon ultimate settlement.

Translation of foreign currencies – Assets and liabilities of foreign subsidiaries are translated to U.S. dollars at the year-end exchange rate; income and expenses are translated at the average exchange rates for the year. The related translation adjustments are reflected in the foreign currency translation line of the consolidated statements of changes in shareholders' equity and statements of comprehensive loss.

Retained earnings – Included in retained earnings is undistributed capital of active equity principals, net of taxes. Future distributions of retained earnings are dependent upon board approval, future cash collections, and are restricted by current debt covenants (see Note 8).

Concentration of credit risk – Financial instruments that potentially subject the Company to concentrations of credit risk consist primarily of cash and cash equivalents, client receivables, and unbilled revenue. Cash and cash equivalents consist of deposits and money market funds. Concentrations of credit risk with respect to client receivables and unbilled revenue are limited, as the Company has a large number of clients that are dispersed across many industries and geographic areas. The Company monitors concentrations of credit risk with respect to accounts receivable by performing credit evaluations on customers and, at times, will request retainers.

Approximately 89% and 88% of the Company's revenues were generated by its United States–based operations from a diverse client base during 2024 and 2023, respectively.

Sales and value-added taxes – The Company presents taxes collected from customers and remitted to governmental authorities on a net basis within the consolidated statements of operations.

Use of estimates – The preparation of financial statements in accordance with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts in the consolidated financial statements and the accompanying notes. Actual results could differ from those estimates.

Leasing arrangements – In the ordinary course of business, the Company enters into a variety of operating lease arrangements. Transactions give rise to leases when the Company receives substantially all the economic benefits from and has the ability to direct the use of specified property and equipment. The Company determines if an arrangement contains a lease at the inception date. An arrangement contains a lease if it implicitly or explicitly identifies an asset to be used and conveys the right to control the use of the identified asset in exchange for consideration. Leases are to be classified as finance or operating at the lease commencement date, which affects the classification of expense recognition in the income statement. Right-of-use (ROU) assets represent the right to use an underlying asset for the lease term, and lease liabilities represent the obligation to make lease payments, as agreed to in the lease.

Operating lease liabilities and the corresponding ROU assets are recognized based on the present value of the future minimum lease payments over the expected remaining lease term. For this purpose, the Company considers only payments that are fixed and determinable at the time of commencement. An operating ROU asset is measured as the amount of the initial measurement of the lease liability, adjusted for prepaid or accrued lease payments, the remaining balance of any lease incentive received, unamortized initial direct costs, and any impairment of the ROU asset. The initial measurement of the lease liabilities and ROU assets of finance leases is the same as for operating leases.

As the Company's leases do not provide an implicit interest rate, the Company utilizes the nonpublic business entity alternative to use the risk-free rate over a similar term of the lease payments at commencement date to determine the present value of lease payments. Lease terms may include options to extend or terminate the lease when it is reasonably certain that the Company will exercise that option. Lease expense for operating leases is recognized on a straight-line basis over the lease term as part of operating expenses.

The Company evaluates the carrying value of ROU assets for indicators of impairment and performs an analysis of the recoverability of the related asset group. If the carrying value of the asset group is determined to be in excess of the estimated fair value, the Company will record an impairment loss in the consolidated statements of operations. Additionally, the Company reviews the carrying value of the ROU assets for impairment when events or changes in circumstances indicate that the carrying values may not be recoverable, require reassessment of the leases, and remeasurement, if needed.

Subsequent events – Subsequent events are events or transactions that occur after the consolidated balance sheet date but before the consolidated financial statements are available to be issued. The Company recognizes in the consolidated financial statements the effects of all subsequent events that provide additional evidence about conditions that existed at the date of the consolidated balance sheet, including the estimates inherent in the process of preparing the consolidated financial statements. The Company's consolidated financial statements do not recognize subsequent events that provide evidence about conditions that did not exist at the date of the consolidated balance sheet but arose after the consolidated balance sheet date and before the consolidated financial statements are available to be issued.

The Company has evaluated subsequent events through April 25, 2025, which is the date the consolidated financial statements were available to be issued.

Note 2 – Prepaid Expenses, Deposits, and Other Current Assets

Prepaid expenses, deposits, and other current assets consist of the following at December 31:

	2024	2023
Prepaid insurance	$ 11,127,942	$ 10,516,513
Deposits and other assets	16,412,208	11,673,829
	$ 27,540,150	$ 22,190,342

Note 3 – Property and Equipment

Property and equipment consist of the following at December 31:

	2024	2023
Furniture and equipment	$ 66,867,113	$ 68,915,086
Leasehold improvements	81,653,602	81,208,427
Construction in progress	321,482	682,803
	148,842,197	150,806,316
Accumulated depreciation and amortization	(99,965,149)	(94,956,794)
Property and equipment, net	$ 48,877,048	$ 55,849,522

Depreciation and amortization expense was $13,874,537 and $17,039,580 for 2024 and 2023, respectively.

Note 4 – Intangible Assets

The following table reflects changes in the net carrying amount of the customer lists for the years ended December 31:

	2024	2023
Gross carrying amount	$ 15,547,970	$ 15,547,970
Accumulated amortization	(13,756,233)	(13,216,836)
Customer lists, net	$ 1,791,737	$ 2,331,134

Aggregate amortization expense for customer lists was $539,397 and $566,897 for 2024 and 2023, respectively. Weighted average remaining life of intangible assets as of December 31, 2024 and 2023, was 3.36 years and 4.33 years, respectively.

The Company expects amortization expense for each year to be as follows:

2025	$ 539,397
2026	539,397
2027	471,823
2028	241,120
	$ 1,791,737

Note 5 – Goodwill

Goodwill consists of the following at December 31:

	2024	2023
Gross carrying amount	$ 20,578,254	$ 20,578,254
Accumulated amortization	(11,030,867)	(9,604,462)
Goodwill, net	$ 9,547,387	$ 10,973,792

Aggregate amortization expense for goodwill was $1,426,405 and $1,426,405 for the years ended December 31, 2024 and 2023, respectively. Weighted average remaning life of goodwill as of December 31, 2024 and 2023, was 6.75 years and 7.71 years, respectively.

The Company expects goodwill amortization expense for each year to be as follows:

2025	$ 1,426,405
2026	1,426,405
2027	1,426,405
2028	1,426,405
2029	1,426,405
Thereafter	2,415,362
	$ 9,547,387

Note 6 – Investments

Professional Consultants Insurance Company, Inc. – Professional Consultants Insurance Company, Inc. (PCIC), was organized in 1987 as a captive insurance company under the laws of the state of Vermont. Through June 30, 2010, PCIC provided professional liability insurance on a claims-made basis to a group of actuarial and management consulting firms, all of which participated in the program as both policyholders and shareholders.

PCIC ceased issuing insurance policies effective July 1, 2010, based on an election by the shareholders to liquidate PCIC. Therefore, during 2024 and 2023, the Company paid no insurance premiums to PCIC. Accordingly, the Company began obtaining other insurance coverage at that time and has chosen to have a larger self-insured retention than it had under the previous structure. PCIC has been placed in run-off mode, and once all remaining claims are resolved, any residual assets will be distributed to the shareholders.

The Company's ownership interest in PCIC was 27.13% as of December 31, 2024 and 2023. The investment balance at December 31, 2024 and 2023, was $1,006,191 and $1,011,717, respectively, and is recorded in other assets on the consolidated balance sheets.

The Company accounts for its investment in PCIC as an equity-method investment. The Company's proportionate share of PCIC's net loss was $(5,526) and $(8,817) in 2024 and 2023, respectively, and these amounts are included in income from equity method investee in the accompanying consolidated statements of operations.

MBWL International – The Company entered into a joint venture in April 2017 with Barnett Waddingham and Lurse, UK and Germany–based providers of actuarial services, administration, and consultancy services. The investment was in a deficit position of $1,256,808 and $907,079 as of December 31, 2024 and 2023, respectively. The Company's share of the joint venture results is included in other assets on the accompanying consolidated balance sheets.

Note 7 – Accounts Payable and Accrued Liabilities

Accounts payable and accrued liabilities consist of the following at December 31:

	2024	2023
Accounts payable	$ 34,000,000	$ 33,000,000
Accrued profit sharing	43,628,344	41,263,184
Accrued vacation	24,825,746	24,219,506
Accrued bonuses	39,810,242	20,065,874
Sales and value-added taxes	4,414,255	4,603,664
Claims loss reserve	18,000,000	16,000,000
Other	12,783,980	6,973,051
	$ 177,462,567	$ 146,125,279

Note 8 – Notes Payable under Lines of Credit and Long-Term Debt

The Company has a line of credit that provides for maximum borrowings of $140,000,000 during the period from December 20, 2024 through February 1, 2025, and $120,000,000 thereafter at a Base Rate of the highest of (a) the Prime Rate, (b) the Federal Funds Rate plus 0.50% and (c) Daily Simple Secured Overnight Financing Rate in effect on such day plus 1.00%, as stipulated in the agreement, with a maturity date no later than January 24, 2026. This line has variable limitations on borrowings and is reserved for undrawn letters of credit totaling $476,000 (see Note 12). Outstanding borrowings on this line at December 31, 2024 and 2023, were $117,086,601 and $114,083,123, respectively. In 2023 the Company also entered into a EUR credit agreement with a maximum borrowing of €55,000,000 and a Term Rate equal to the Euro Interbank Offered Rate (EURIBOR) plus a maximum applicable margin of 1.15%, as stipulated in the agreement, with a maturity date no later than January 20, 2026. Outstanding borrowings on this line at December 31, 2024 and 2023, were $57,023,094 and $44,154,539, respectively. The full balance of these borrowings are presented as long term in accordance with the January 24, 2026 maturity date.

The Company's credit agreements require that the Company maintain certain minimum financial ratios.

Note 9 – Leasing Activities

The Company leases office space in various cities around the world under noncancelable operating leases with terms expiring through June 30, 2037. Where lease agreements contain an option to extend or terminate the term, the Company has included the exercise of the option only when there is reasonable certainty that the option would be exercised. Many of the Company's office space leases include escalating rent payments throughout the term of the leases.

The weighted-average discount rate was approximately 2.08% and 1.93% for the years ended December 31, 2024 and 2023, respectively. The remaining lease term for operating leases as of December 31, 2024 and 2023, was approximately 6.90 years and 7.53 years, respectively.

Maturities of lease liabilities under noncancelable operating leases for the 12-month periods ending December 31 are as follows:

2025	$ 30,460,140
2026	28,107,636
2027	23,608,905
2028	16,393,502
2029	16,049,025
Thereafter	44,725,772
Total lease payments	159,344,980
Less present value discount	(12,070,066)
Total operating lease liabilities	147,274,914
Less current portion	27,752,658
Long-term operating lease liabilities, net of current portion	$ 119,522,256

Total rent expense, inclusive of short-term and long-term leases, for the years ended December 31, 2024 and 2023, was approximately $34,000,000 and $23,000,000, respectively. Cash paid for amounts included in the measurement of operating lease liabilities was approximately $32,000,000 and $29,000,000 for the years ended December 31, 2024 and 2023, respectively.

Note 10 – Income Taxes

The significant temporary differences between the consolidated financial statements and tax basis of assets and liabilities are associated with client receivables and unbilled revenue, accounts payable, accrued liabilities, deferred revenue, deferred compensation, net operating losses, and depreciation of property and equipment.

Deferred tax assets and liabilities are recorded net of valuation allowances of approximately $4,443,000 and $3,906,000 at December 31, 2024 and 2023, respectively, and consist of the following:

	Total
December 31, 2024	
Deferred tax assets	$ 81,003,000
Deferred tax liabilities	(91,463,000)
Net deferred income tax liability	$ (10,460,000)
December 31, 2023	
Deferred tax assets	$ 69,387,000
Deferred tax liabilities	(83,503,000)
Net deferred income tax liability	$ (14,116,000)

For primarily all deferred tax assets, no valuation allowance is deemed necessary, based upon the estimated future taxable income from the reversal of existing temporary differences. The Company does have a valuation allowance related to certain foreign net operating losses that began to expire in 2020.

The components of income tax expense (benefit) were as follows:

	2024	2023
Current	$ 7,871,000	$ 2,161,000
Deferred	(3,656,000)	(1,410,000)
	$ 4,215,000	$ 751,000

A reconciliation between the income tax provision at statutory rates and the recorded provision is as follows for the years ended December 31:

	2024	2023
Income tax provision at statutory rate	$ (2,250,000)	$ (240,000)
Permanent differences	2,310,000	2,508,000
Foreign tax expense	1,509,000	-
True-up	2,594,000	(2,953,000)
Valuation allowance	537,000	392,000
State tax provision, net of federal provision	(485,000)	(52,000)
Change in state effective rate	-	1,096,000
	$ 4,215,000	$ 751,000

The Company had no liability for uncertain tax positions as of December 31, 2024 and 2023. The Company recognizes interest accrued and penalties related to uncertain tax positions as a component of tax expense. During the years ended December 31, 2024 and 2023, the Company recognized no interest and penalties.

The Company files income tax returns in the U.S. federal jurisdiction and various state jurisdictions.

Note 11 – Deferred Revenue

Deferred revenue consists of the following at December 31:

	2024	2023
Prepayments of licensing fees and maintenance contracts	$ 11,894,429	$ 13,391,116
Amounts collected from customers in advance of services provided	30,312,375	31,792,221
	$ 42,206,804	$ 45,183,337

Note 12 – Letters of Credit

Letters of credit – The Company has one outstanding letter of credit, totaling $476,000, under an existing line-of-credit facility to guarantee payment in the event the Company fails to meet its financial obligation to the beneficiaries. During 2024, there were no events of default that would require satisfaction of the guarantees described above.

Note 13 – Commitments and Contingencies

Contingent payments – The Company periodically acquires business from external entities and typically agrees to pay the seller a percentage of revenues or profits generated from future services for a specific time period. Future liabilities for potential earnouts, considered to be material to the consolidated financial statements as a whole, have been reflected within accounts payable and accrued liabilities on the consolidated balance sheets.

The Company may also agree to pay retiring equity principals a percentage of revenue earned from those equity principals' former client base after retirement. At December 31, 2024, there were several agreements in place to pay a percentage of future revenues earned to retired equity principals, with the last expiration date for payment being December 2034. During 2024 and 2023, the Company made payments to the retired equity principals of $56,380,174 and $50,126,504, respectively.

Legal matters – The Company is involved from time to time in claims, proceedings, and litigation arising from its business. The Company does not believe that any such claims, proceedings, or litigation, either alone or in the aggregate, will have a material adverse effect on the Company's financial position or results of its operations.

Note 14 – Profit-Sharing Plan

The Company has a non-discriminatory, defined contribution profit-sharing plan (the Plan) for U.S. employees. Contributions to the Plan are discretionary and are determined annually by the Board of Directors of the Company. Participants are also allowed to make voluntary contributions, to which the Company matches 50% thereof, up to a certain percentage of an employee's annual salary. During 2024 and 2023, the Company's expense related to the Plan was approximately $56,000,000 and $53,000,000, respectively.

Note 15 – Supplemental Cash Flow Information

Cash paid for interest during 2024 and 2023 was $5,221,737 and $4,592,224, respectively. The Company made income tax payments of $1,800,000 and $500,000 during 2024 and 2023, respectively. Noncash purchases of property and equipment included in operating lease liabilities were $213,046 and $14,747,946 as of December 31, 2024 and 2023, respectively.

Note 16 – Supplemental Operating Expense Information

Operating expenses consist of the following at December 31:

	2024	2023
Employee compensation	$1,039,237,693	$ 928,272,679
Employee benefits	112,126,204	102,978,226
Rent	34,036,935	23,478,903
Depreciation/amortization	15,840,339	19,032,884
Client reimbursable expenses	89,800,318	76,513,026
Other	457,937,051	438,719,122
Total operating expenses	$1,748,978,540	$1,588,994,840

MOSSADAMS

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MEMO

February 2, 2024

To: Charles Casolaro, Esq.
From: Richard Gordon
Re: E-13-24, Milliman, Inc. Contract Amendment

This memo is in response to your email dated February 1, 2024 and the findings communicated to you by Robert Cleary, Chief Procurement and Compliance Officer for Nassau County. The issues noted and our responses follow below.

- Kenneth Mungan potentially failed to disclose being an owner and/or officer of Grassy Point Marine, LLC
  - *This was an inadvertent oversight. The LLC listed above is related to a personal residence in a sailing community and is not viewed as a business. The LLC was set up for personal liability protection purposes.*

- The vendor potentially failed to disclose being affiliated and/or sharing space with Milliman Financial Risk Management LLC
  - *This was an inadvertent oversight. Milliman Financial Risk Management, LLC is a subsidiary of Milliman. Milliman Financial Risk Management, LLC does not take part in the performance of this contract. It has no impact on the services Milliman provides to Nassau County.*

- Milliman Financial Risk Management LLC is debarred by the NYS Workers' Compensation Board from 1/4/2024 to 1/4/2025
  - *There was an administrative error by our insurance carrier that omitted Milliman Financial Risk Management, LLC from the coverage. The error is currently being corrected and it is expected that it will retroactively apply as of 1/4/2024. This has no impact on the services Milliman provides to Nassau County.*

This information has been provided based on communication with Milliman's legal department. Please direct any further inquiries to Mary Clare, Chief Legal Officer, at Mary.Clare@milliman.com.

AMENDMENT NO. 2

This **AMENDMENT**, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Amendment 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 Comptroller (the "Comptroller" or the "Office"), having its principal office at 240 Old Country Road, Mineola, New York 11501, and (ii) Milliman, Inc., having its principal office at 1301 Fifth Avenue, Suite 3800, Seattle, WA 98101 (the "Contractor").

W I T N E S S E T H:

WHEREAS, pursuant to County contract number CQCO21000001 between the County and the Contractor, executed on behalf of the County on April 16, 2021, and amended in November, 2023, whereby the Contractor provides actuarial services assisting the Office in its preparation of its Comprehensive Annual Financial Reports ("CAFR"), including, but not necessarily limited to, the specific services listed in Section 2 of the original Agreement as well as in the exhibits, which are attached to and incorporated into the original Agreement by reference; Exhibit A: RFP, Exhibit B: Contractor's Proposal in response to the RFP, dated July 31, 2020, as modified by Exhibit C: the Contractor's Best and Final Offer letter, dated November 23, 2020 ("Services"):

WHEREAS, the County and Contractor, recognizing the necessity of the actuarial valuation services provided by this Contractor, do seek to amend the original Agreement, a second time; 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 Amendment, the parties agree as follows:

1. The services to be provided under this Amendment are:
    a. An additional, optional four-year extension of the specific services listed in Section 2 of the original Agreement as well as in the exhibits, which are attached to and incorporated into the original Agreement by reference; Exhibit A: RFP, Exhibit B: Contractor's Proposal in response to the RFP, dated July 31, 2020, as modified by Exhibit C: the Contractor's Best and Final Offer letter, dated November 23, 2020 ("Services") and
    b. Additional services to assist the County in analyzing data related to the measurement of the value of the compensated absence liability, as required by the implementation of GASB Statement 101. These are optional services are which begin with the measurement related to GASB Statement 101 for fiscal year-

ending December 31, 2024, with additional options to renew for each of the fiscal years ending December 31 in 2025, 2026, 2027 and 2028.

c. Additional services by which Milliman will provide expert witness reports and, if necessary, expert testimony, relative to the matter known as '13-c' or the '13-c Federal Transit' dispute. As between the County and Contractor, Contractor's provision of such services and reports, and the County's receipt, directly or indirectly, of such services and reports, shall be governed by and subject to the terms and conditions of this Agreement.

2. Term. The County seeks to further extend the term of this Agreement from January 1, 2025 to December 31, 2028, with four (4) more one-year (1) option periods, to be exercised at the Comptroller's sole discretion, covering the time period from January 1, 2025 to December 31, 2025, and a second option period covering January 1, 2026 to December 31, 2026; and a third option period covering January 1, 2027 to December 31, 2027, and a fourth option period covering January 1, 2028 to December 31, 2028.

3. Payment. Pursuant to this Second Amendment, the maximum amount contained within this Agreement to be paid to the Contractor as full consideration of the Contractor's services as described in the original County contract Section 2, shall be increased from the sum of $363,933.50 to $884,183.50, adding the sum of $520,250 to the maximum amount of the contract.

The maximum amount to be paid to the Contractor as full consideration for the Contractor's Services under this Amendment, Section 1.a, including during any extensions of the Amendment, shall be subject to encumbrance and payable in accordance with the pricing structure set forth as follows:

A. GASB Statement No. 75 (Nassau County and Related Entities)

Fiscal Year Ending	Flat Fee
12/31/2025	$59,500, if renewal option exercised
12/31/2026	$15,500, if renewal option exercised
12/31/2027	$62,500, if renewal option exercised
12/31/2028	$16,500, if renewal option exercised

B. NHCC Only

Fiscal Year Ending	Flat Fee
12/31/2025	n/a, if renewal option exercised
12/31/2026	15,500 if renewal option exercised
12/31/2027	n/a if renewal option exercised
12/31/2028	n/a if renewal option exercised

C. Workers' Compensation Liability

Fiscal Year Ending	Flat Fee
12/31/2025	$34,200, if renewal option exercised
12/31/2026	$35,200, if renewal option exercised
12/31/2027	$36,300, if renewal option exercised
12/31/2028	$37,300, if renewal option exercised

D. Assist in the measurement of the value of the compensated absence liability at fiscal year-end 2024 through fiscal year-end 2028 as described in Section 1.b, fees shall be billed at the following hourly rate(s) in E. i. and ii. below, but not to exceed the following maximum amounts per fiscal year:

Fiscal Year Ending	Maximum Fee
2024	$25,000
2025	$25,750
2026	$26,525
2027	$27,325
2028	$28,150

E. provide expert witness reports and, if necessary, expert testimony, relative to the matter known as '13-c' or the '13-c Federal Transit' dispute as described in Section 1.c., fees shall be billed at the following hourly rate(s) in i. and ii. below, but not to exceed the maximum amount of $75,000.

i.

	Hourly Rate by Calendar Year			
Title	2025	2026	2027	2028
Lead Consultant	460	475	490	505
Secondary Lead Consultant	410	425	435	450
Valuation Manager	335	345	355	365
Actuarial Production Team	140	140	145	150

ii.

	Hourly Rate by Calendar Year			
Title	2025	2026	2027	2028
Chris Tait, FCAS	460	475	490	505
Bill Vogan, ACAS	315	320	330	340
Actuarial Staff	230-245	240-255	245-260	250-270

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

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

MILLIMAN, INC.

By: Richard L Gordon

Name: Richard L Gordon

Title: Principal and Consulting Actuary

Date: 2/18/2025

NASSAU COUNTY

By:

Name: ARTHUR T. WALSH

Title: Chief Deputy County Executive

Date: 3-18-25

PLEASE EXECUTE IN BLUE INK

ACKNOWLEDGMENT

STATE OF ~~NEW YORK~~ Pennsylvania)

)ss.:

COUNTY OF Chester)

On the 18th day of February in the year 2025 before me personally came Richard L. Gordon to me personally known, who, being by me duly sworn, did depose and say that he ~~or she~~ resides in the County of Bucks; that he ~~or she~~ is the Principal of Millman, 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.

Constance DiJo

NOTARY PUBLIC

Commonwealth of Pennsylvania - Notary Seal
Constance DiJiosia, Notary Public
Chester County
My commission expires February 5, 2028
Commission number 1039143
Member, Pennsylvania Association of Notaries

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 19th day of March in the year 2025 before me personally came Arthur T. Walsh to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

MATTHEW ALAN BECKWITH
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01BE6434270
Qualified in Nassau County
Commission Expires June 6, 2026

NOTARY PUBLIC

AMENDMENT NO. 1

This **AMENDMENT**, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Amendment 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 Comptroller (the "Comptroller" or the "Office"), having its principal office at 240 Old Country Road, Mineola, New York 11501, and (ii) Milliman, Inc., having its principal office at 1301 Fifth Avenue, Suite 3800, Seattle, WA 98101 (the "Contractor").

W I T N E S S E T H:

WHEREAS, pursuant to County contract number CQCO21000001 between the County and the Contractor, executed on behalf of the County on February 26, 2021, the Contractor provides actuarial services to mee the requirements of the Government Accounting Standards Board (GASB) Statements and comply with any, and all other, applicable GASB Standards, including but not limited to, No. 74 and No. 75, accounting and financial reporting for Post-Employment Benefits other than pensions (GASB 74 and GASB 75, respectively; 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 Amendment, the parties agree as follows:

1. Payment. Pursuant to this first amendment, and the additional services clause contained within the Original Agreement, the maximum amount contained within the Original Agreement to be paid to the Contractor as full consideration of the Contractor's services shall be increased from the sum of $353,500.00 to $363,933.50, adding the sum of $10,433.50 to the maximum amount of the contract.

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 pf the parties for the remainder of the Amended Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

MILLIMAN, INC.

By: Richard L Gordon
Name: Richard L Gordon
Title: Principal and Consulting Actuary
Date: 1/21/2024

NASSAU COUNTY

By: _____
Name: ~~ARTHUR T. WALSH~~
Title: Chief ~~Deputy County Executive~~
Date: 3/4/24

PLEASE EXECUTE IN BLUE INK

ACKNOWLEDGMENT

STATE OF PENNSYLVANIA)

)ss.:
COUNTY OF ~~BUCKS~~ Chester)

On the 2nd day of January in the year 2024 before me personally came Richard L. Gordon to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Bucks; that he or she is the Principal and Consulting Actuary of Milliman, 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.

Constance DiJiosia

NOTARY PUBLIC

Commonwealth of Pennsylvania - Notary Seal
Constance DiJiosia, Notary Public
Chester County
My commission expires February 5, 2024
Commission number 1039143
Member, Pennsylvania Association of Notaries

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 4 day of March in the year 2024 before me personally came Arthur T Walsh to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

TRICIA F. FORMATO
Notary Public, State of New York
No. 01FO6261797
Qualified in Nassau County
Commission Expires May 14, 2024

Tricia F. Formato

NOTARY PUBLIC

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) Milliman, Inc., having its principal office at 1550 Liberty Ridge Drive, Suite 200, Wayne, Pennsylvania 19087 (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 January 1, 2021 and terminate on December 31, 2023, 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, 2024 through December 31, 2024, for completion of the Services (as defined below). 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, 2025 through December 31, 2025, for completion of the Services (as defined below). The Office shall exercise such renewal options by written notice thereof to the Contractor. 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 assisting the Office in its preparation of its 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 July 31, 2020, as modified by Exhibit C: the Contractor's Best and Final Offer letter, dated November 23, 2020 ("Services"):

A. Services for the generation and issuance of Other Post-Employment Benefits ("OPEB") report(s)

i. Prepare full actuarial valuations to comply with all applicable Governmental Accounting Standards Board ("GASB") Standards, such as GASB Standard No. 75, every two (2) years and prepare roll-forward interim valuations for the intervening years. (**Please note** that the 2020, 2022, and 2024 valuations will be interim, and 2021 and 2023 will be full valuations).

ii. Prepare a full valuation of the County's share of the post-employment liability related to the Nassau Health Care Corporation ("NHCC") retirees who had been working for the County prior to the NHCC converting to a public benefit corporation, everythree

(3) years beginning with 2020. This is a separate liability calculation not to be included in the OPEB report but reported in a separate report.

iii. Provide other related services in support of the County, the Nassau County Interim Finance Authority ("NIFA"), Nassau Off-Track Betting Corporation ("OTB") or the Nassau Community College ("NCC"), as requested.

iv. Provide valuation reports to meet the requirements all applicable GASB Standards, such as GASB Statement No. 75, with separate reports provided for the County, NCC, OTB and NIFA.

v. The selected actuary is expected to assess the reasonableness of each of the assumptions used by the County for financial reporting in accordance with all applicable GASB Standards, such as GASB Statement No. 75, and include that assessment in any prepared report.

vi. Provide certification that the valuation was conducted in accordance with all applicable GASB Standards, such as GASB Statement No. 75.

vii. Provide estimates of future expenses on an annual basis as requested.

viii. Respond to any requests from the County's, NIFA's, OTB's or NCC's external independent auditors.

ix. Assist the County, NIFA, OTB or NCC in responding to data requests from other government agencies and any other interested parties.

x. Attend meetings, as requested, to discuss the reports and related issues.

xi. Provide a brief summary of standards regarding the confidentiality of the participant data recovery plans in case of a data loss.

xii. Provide a brief description of reports and the format in which they would be available (samples, if applicable).

xiii. Provide a complete listing of dates required to comply with all applicable GASB Standards.

B. Workers' Compensation Liability

i. Compute, on an actuarial basis, the liability facing the County, of open workers' compensation claims using data provided by the County or its third-party administrator.

ii. Compute, on an actuarial basis, the liability facing the NCC, of open workers' compensation claims using data provided by the NCC, the County or its third-party administrator.

iii. Respond to any requests from the County's or NCC's external independent auditors.

iv. Assist the County and NCC in responding to data requests from other government agencies and any other interested parties.

v. Work with the County's third-party administrator, as needed.

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

A. GASB Statement No. 75 (Nassau County and Related Entities)

Fiscal Year Ending	Flat Fee
12/31/2020	$14,500
12/31/2021	$57,500
12/31/2022	$14,500
12/31/2023	$57,500, if renewal option exercised
12/31/2024	$14,500, if renewal option exercised

B. NHCC Only

Fiscal Year Ending	Flat Fee
12/31/2020	$14,500
12/31/2021	n/a
12/31/2022	n/a
12/31/2023	$14,500, if renewal option exercised
12/31/2024	n/a

C. Workers' Compensation Liability

Fiscal Year Ending	Flat Fee
12/31/2020	$33,200
12/31/2021	$33,200
12/31/2022	$33,200
12/31/2023	$33,200, if renewal option exercised
12/31/2024	$33,200, if renewal option exercised

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 includes reimbursement for Contractor's travel time and expenses and for all 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 are authorized at the discretion of the Office.

IV. If there is a change (i) in the scope of Services or any agreed-upon additional audit-related services to be provided under this Agreement, 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 rates set forth in Section 3(IV)(b) and 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 Kim Brandeau, or her 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.

b. Any additional services requested by the County and agreed to by the Contractor pursuant to this Agreement shall be billed at the following hourly rate(s):

i.

Title	Hourly Rate
Lead Consultant	$450
Secondary Lead Consultant	$400
Valuation Manager	$325
Actuarial Production Team	$135

ii. Any additional worker's compensation services requested by the County and agreed to by the Contractor pursuant to this Agreement shall be billed at the following hourly rate(s):

Title	Hourly Rate
Chris Tait, FCAS	$450
Bill Vogan, ACAS	$305
Actuarial Staff	$225-240

(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 Comptroller or his or her duly designated representative.

(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. 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 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 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 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.

(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. 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") owned or developed by the Contractor prior to, or independently from, its engagement hereunder or created by the Contractor in connection with its engagement hereunder. 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. 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 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) Subject to the limitation of liability in Section 15, the Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Office and its officers, employees, and agents (the "Indemnified Parties") from and against any and all third party claims and the associated 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 Office 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 than 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 Office. 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 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. 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 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.

(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.

15. Liability. (a) 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.

(b) In the event of any claim arising from services provided by Contractor at any time, the total liability of Contractor, its officers, directors, agents and employees to County shall not exceed five million dollars ($5,000,000). This limit applies regardless of the theory of law under which a claim is brought, including negligence, tort, contract, or otherwise. In no event shall Contractor be liable for lost profits of County or any other type of incidental or consequential damages. The foregoing limitations shall not apply in the event of the intentional fraud or willful misconduct of the Contractor.

16. No Third-Party Distribution. Contractor's work is prepared solely for the use of County in connection with the audit of its annual financial statements. Contractor's work may not be provided to third parties, other than County's auditor, or as required by law, including, but not limited to, FOIL requests as provided for in section 6(c) above, without Contractor's prior written consent, not to be unreasonably withheld or delayed. Contractor does not intend to benefit any third-party recipient of its work product, even if Contractor consents to the release of its work product to such third-party. For the avoidance of doubt, this Section 16 is not intended to restrict the County from sharing information generated by Contractor under this Agreement with third parties for its own municipal needs, provided that the County does not forward Contractor's complete work product and does not attribute the information shared to Contractor.

17. Dispute Resolution. In the event of any dispute arising out of or relating to the engagement of the Contractor by the County, the parties will attempt in good faith to resolve such dispute within thirty (30) days after receipt of such notice by negotiations between senior executives/officials of the parties who have settlement authority. If the dispute has not been resolved within such thirty-day period, the dispute will be resolved by final and binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association, at the sole cost of the Contractor. The arbitration shall take place in Nassau County, New York before a panel of three arbitrators. Within 30 days of the commencement of the arbitration, each party shall designate in writing a single neutral and independent arbitrator. The two arbitrators designated by the parties shall then select a third arbitrator. The arbitrators shall have a background in either insurance, actuarial science or law. The arbitrators shall have authority to permit limited discovery, including depositions, prior to the arbitration hearing, and such discovery shall be conducted consistent with the Federal Rules of Civil Procedure. The arbitrators shall have no power or authority to award punitive or exemplary damages. The Contractor shall bear the total cost of the arbitration.

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 Office, to the attention of Deputy Comptroller Kim Brandeau, or her 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.

20. All Legal Provisions Deemed Included; Severability; Supremacy.

(a) If any contractual provision required by Law is not inserted or referenced or is not inserted or referenced in correct form then the parties agree following each party's review of the applicable provision and mutual agreement that the omitted provision be included such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation. If either party does not agree to the inclusion of the omitted provision, the other party may terminate this Agreement pursuant to Section 12(a)(iii).

(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.

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. 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.

23. 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.

24. 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.

MILLIMAN

By: Richard L Gordon

Name: RICHARD L. GORDON

Title: PRINCIPAL & CONSULTING ACTUARY

Date: 1/28/2021

NASSAU COUNTY

By: Helena Williams

Name: Helena Williams

Title: County Executive

☐ Deputy County Executive

Date: 4/16/21

PLEASE EXECUTE IN BLUE INK

STATE OF ~~NEW YORK~~ Pennsylvania)
COUNTY OF ~~NASSAU~~ Chester)ss.:

On the 28th day of January in the year 2021 before me personally came Richard L Gordon to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of BUCKS; that he or ~~she~~ is the Principal and Consulting Actuary of Milliman, 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.

Constance DiGiosia
NOTARY PUBLIC

Commonwealth of Pennsylvania - Notary Seal
Constance DiJiosia, Notary Public
Chester County
My commission expires February 5, 2024
Commission number 1039143
Member, Pennsylvania Association of Notaries

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

On the 16 day of April in the year 2021 before me personally came Helena Williams to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

LAURA J VIGLIOTTI
NOTARY PUBLIC STATE OF NEW YORK
LIC. #01VI6190782
COMM. EXP. 08/04/2024
COMMISSIONED IN NASS COUNTY

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 06/26/2025

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
Aon Risk Services Northeast, Inc.
New York NY Office
One Liberty Plaza
165 Broadway, Suite 3201
New York NY 10006 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (312) 381-1000 **FAX (A/C. No.):** (312) 381-7007
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Great Northern Insurance Co.	20303
INSURER B:	ACE American Insurance Company	22667
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Milliman, Inc.
1301 Fifth Avenue
Ste. 3800
Seattle WA 98101 USA

COVERAGES **CERTIFICATE NUMBER:** 570113712952 **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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [ ] OCCUR [X] GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [ ] LOC [X] OTHER:			30040837 General Liability	06/30/2025	06/30/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $1,000,000 $15,000 $1,000,000 $2,000,000 Included
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY [ ] X Comp/Coll Ded. $1,0						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION						EACH OCCURRENCE AGGREGATE	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		2671839056 Workers Compensation	06/30/2025	06/30/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Milliman ID: 1034
Nassau County is added as Additional Insured as respects the General Liability as required per written contract. 30 day notice of cancellation except 10 days for non-payment.

CERTIFICATE HOLDER
Nassau County
1550 Franklin Avenue
Mineola, NY 11501 USA

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.

Holder Identifier :
Certificate No : 570113712952

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CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 06/26/2025

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	CONTACT NAME:	
Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA	PHONE (A/C. No. Ext): (312) 381-1000	FAX (A/C. No.): (312) 381-7007
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Milliman, Inc. 1301 Fifth Avenue Ste. 3800 Seattle WA 98101 USA	INSURER A: Great Northern Insurance Co.	20303
	INSURER B: ACE American Insurance Company	22667
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 570113712952 **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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [ ] OCCUR [X] GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [ ] LOC [X] OTHER:			30040837 General Liability	06/30/2025	06/30/2026	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$15,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	Included
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY X Comp/Coll Ded. $1.0						COMBINED SINGLE LIMIT (Ea accident)	
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION						EACH OCCURRENCE	
							AGGREGATE	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			2671839056 Workers Compensation	06/30/2025	06/30/2026	X PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000

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

RE: Milliman ID: 1034
Nassau County is added as Additional Insured as respects the General Liability as required per written contract. 30 day notice of cancellation except 10 days for non-payment.

CERTIFICATE HOLDER

Nassau County
1550 Franklin Avenue
Mineola, NY 11501 USA

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.

Holder Identifier :

Certificate No : 570113712952

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AON

One Liberty Plaza, 165 Broadway, Suite 3201
New York, NY 10006, U.S.A.
Mailing Address:
Aon – MSC# 17837, P.O. Box 6718
Somerset, NJ 08875, U.S.A.

t +1 212 441 1000
f +1 212 441 1953
aon.com/professional-services

Summary of Insurance Contract

Sent to: Nassau County
1550 Franklin Avenue
Mineola, NY 11501

Milliman ID: 150165 (RFP 1034)

We, the undersigned Insurance Brokers, hereby verify that Indian Harbor Insurance Company and Various Insurance Companies have issued the following described insurance, each for their own part and not one for the other, and which is in force as of the date hereof:

Type of Insurance:	Professional Indemnity Insurance
Name of Assured:	Milliman, Inc., and others, as more fully described in the Policy
Policy No.:	MPP 0032180 15
Insurer(s):	Indian Harbor Insurance Company and Various Insurance Companies
Period:	12:01 a.m. July 1, 2025 to 12:01 a.m. July 1, 2026
Limit:	Not less than US$1,000,000
Geographical Limitation:	Worldwide Coverage
Cancellation Notice:	Not applicable. The policy is non-cancellable, as more fully described in the Policy.

Subject to the terms, conditions, exclusions and limitations of the Policy(ies).

This document is furnished as a matter of information only. The limits shown are as requested. A retention may apply as per Policy terms and conditions. The issuance of this document does not make the person or organization to whom it is issued an additional Assured, nor does it modify in any manner the contract of insurance between the Assured and the Insurers. Any amendment change or extension of such contract can only be effected by specific endorsement attached thereto.

Date: March 6, 2026

Aon Risk Services Northeast Inc

E-56-26 Additional Information

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2021 MAY -7 P 3:30

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: Fiona Morris
   Date of birth: 12/24/1973
   Home address: 1397 Saxon Avenue
   City: Bay Shore State/Province/ Territory: NY Zip/Postal Code: 11706
   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): 30 E Cherry Street
   City: Hicksville State/Province/ Territory: NY Zip/Postal Code: 11801
   Country: US
   Telephone: 5165721701

   List of other addresses and telephone numbers attached

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

President		Treasurer	10/03/2022
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 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 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, Fiona Morris , 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, Fiona Morris , 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.

Nassau County Vocational Education & Extension Board

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Fiona Morris FMORRIS.VEEB@GMAIL.COM

Treasurer

Title

04/30/2026 11:33:25 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: John Rottkamp
Date of birth: 01/23/1966
Home address: 10 Chimney Lane

City:	Levittown	State/Province/ Territory:	NY	Zip/Postal Code:	11756
Country:	US				

Business Address: 30 E. Cherry Street

City:	Hicksville	State/Province/ Territory:	NY	Zip/Postal Code:	11801
Country	US				
Telephone:	(516) 571-6474				

Other present address(es): 10 Chimney Lane

City:	Old Bethpage	State/Province/ Territory:	NY	Zip/Postal Code:	11804
Country:	US				
Telephone:	5168526477				

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)			

Type: Other
Description: Executive Director
Start Date: 10/16/2018

Type: Other
Description: Executive Director
Start Date: 01/25/2024

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.
Rottkamp Electrical 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 [ ] 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, John Rottkamp , 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 Rottkamp , 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.

Nassau Vocational Education & Extension Board

Name of submitting business

Electronically signed and certified at the date and time indicated by:
John Rottkamp JROTTKAMP@VEEB.ORG

Executive Director

Title

04/30/2026 03:02:06 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?

Director Raymond Maguire has donated to the campaign committees of former CE Laura Curran, the County Comptroller, and former County Legislator Steve Rhoads. Joseph Bentivegna has donated to the campaign committee of County Legislator Rose Walker, John Ferretti and CE Bruce Blakeman. Michael McDermott as donated to the campaign of former CE Laura Curran, and Francis Murray contributed to the campaign of Legislator Debta Mule. Ralph Esposito donated to County Executive Bruce Blakeman. All of the other Director's have indicated that they have not donated to any of the above mentioned. John Rottkamp donated to County Executive Bruce Blakeman, Rose Walker and John Ferretti.

Electronically signed and certified at the date and time indicated by:
John Rottkamp [JROTTKAMP@VEEB.ORG]

Dated: 04/30/2026 03:00:11 pm

Vendor: Nassau County Vocational Education & Extension Board

Title: Executive Director

BRUCE A. BLAKEMAN
County Executive

MICHAEL F. UTTARO
Chief Fire Marshal



Nassau County Fire Commission
Office of the Fire Marshal
1194 Prospect Avenue
Westbury, New York 11590
516-573-9900

April 30, 2026

RE: Adverse Information E-56-2026, Nassau County Vocational Education and Extension Board

Upon examination of the business history form, the vendor indicated in question 16 that they had failed to file any required tax returns or failed to pay any applicable federal, state, or local taxes.

The vendor indicated that there was an IRS lien in 2019.
The IRS lien was satisfied on December 16, 2024.

Having reviewed the information provided and having worked with this vendor for a long time, we find the vendor to be responsible for the award.

Bohdan J. Pilczak
Assistant Chief Fire Marshal
Deputy County Fire Coordinator

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: 04/30/2026

1) Proposer's Legal Name: Nassau County Vocational Education and Extension Board

2) Address of Place of Business: 30 East Cherry Street

City: Hicksville State/Province/ Territory: NY Zip/Postal Code: 11801

Country: US

3) Mailing Address (if different):

City: State/Province/ Territory: Zip/Postal Code:

Country:

Phone: (516) 572-1702

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) Special school training facilty

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 [X] 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.

IRS Lien 2019- IRS Lien was satisfied December 16,2024. Lien was satisfied. IRS is going to return the penalties because we should have never received them.

1 File(s) uploaded: ACA_2019_IRS Letter of Abatement_4_10_2026.pdf

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.

Ralph Esposito, President, is the Director of the Veteran's Services Agency for Nassau County.

(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.

Ralph Esposito, President, is the Director of the Veteran's Services Agency for 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.

Advise the Board of Directors and contact the county for approval.

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;
03/19/1928

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, not for profit educational institution.

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

1 File(s) uploaded: Letterhead - Word with Board of Directors and treasurer.docx

iv) State of incorporation (if applicable);
NY

v) The number of employees in the firm;
250

vi) Annual revenue of firm;
9000000

vii) Summary of relevant accomplishments
Currently train Nassau County EMS & Fire Fighters & have been since creation of board.

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

B. Indicate number of years in business.
93

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

Company	Nassau Community College		
Contact Person	Dawn Nolan		
Address	One Education Drive		
City	Garden City	State/Province/Territory	NY
Country	US		
Telephone	(516) 572-7489		
Fax #			

E-Mail Address	dawn.nolan@ncc.edu		
Company	Plainview Old Bethpage Schools		
Contact Person	Charles Marfoglio		
Address	Kennedy Dr.		
City	Plainview	State/Province/Territory	NY
Country	US		
Telephone	(631) 804-1359		
Fax #			
E-Mail Address	cmarf@optonline.net		
Company	SUNY Maritime College		
Contact Person	Margaret Poppiti		
Address	6 Pennyfield Ave		
City	Bronx	State/Province/Territory	NY
Country	US		
Telephone	(718) 409-7349		
Fax #			
E-Mail Address	mpoppiti@sunymaritime.edu		

I, John Rottkamp , 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 Rottkamp , 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: Nassau County Vocational Education & Extension Board

Electronically signed and certified at the date and time indicated by:
John Rottkamp JROTTKAMP@VEEB.ORG

Executive Director
Title

04/30/2026
Date

E-57-26 Additional Information

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2026 MAY -8 P 1:29

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: Tim Flood
   Date of birth: 05/10/1963
   Home address: 12 Trails Pointe Dr.
   City: Campbell Hall State/Province/ Territory: NY Zip/Postal Code: 10916
   Country: US

   Business Address: 56 W Church Street
   City: Spring Valley State/Province/ Territory: NY Zip/Postal Code: 10977
   Country US
   Telephone: 8453562200

   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	01/01/1997		
(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 notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

Officer in Educational Bus, Inc. / E.B.T., Inc. / Chestnut Ridge Transportation, Inc. / The Trans Group, LLC / Student Xpress of the Hudson Valley, LLC (dba Ethan Allen Transportation)

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.

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   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.

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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?
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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, Timothy Flood , 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, Timothy Flood , 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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Educational Bus Transportation, Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Timothy Flood TIMFLOOD@THETRANSGROUP.COM

Executive VP

Title

05/08/2026 09:49:09 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.

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1. Principal Name: John Corr
   Date of birth: 08/02/1954
   Home address: 349 Sarah Wells Trail
   City: Goshen State/Province/ Territory: NY Zip/Postal Code: 10965
   Country: US

   Business Address: 56 W Church Street
   City: Spring Valley State/Province/ Territory: NY Zip/Postal Code: 10977
   Country US
   Telephone: 8453562200

   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	01/01/1985	Treasurer	
Chairman of Board		Shareholder	01/01/1980
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.
   25% Shareholder

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.

Educational Bus, Inc. / E.B.T., Inc. / Chestnut Ridge Transportation, Inc. / The Trans Group, LLC / Bus Sales and Leasing, Inc. / Student Xpress of the Hudson Valley, LLC (dba Ethan Allen Transportation)

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.

E.B.T., Inc. - Suffolk County - Transit

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, John Corr , 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 Corr , 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.

Educational Bus Transportation, Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
John Corr JOHNCORR@THETRANSGROUP.COM

Principal

Title

05/08/2026 09:58:17 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: Ray Neubauer
   Date of birth: 06/20/1975
   Home address: 96 Lenape Road
   City: Pearl River State/Province/ Territory: NY Zip/Postal Code: 10965
   Country: US

   Business Address: 56 W Church STreet
   City: Spring Valley State/Province/ Territory: NY Zip/Postal Code: 10977
   Country US
   Telephone: 8453562200

   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	07/17/2017
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	01/01/2025
Chief Financial Officer	07/17/2017	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 notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

Officer in - Educational Bus, Inc. / E.B.T., Inc. / Chestnut Ridge Transportation, Inc. / The Trans Group, LLC / Student Xpress of the Hudson Valley, LLC (dba Ethan Allen Transportation)

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, Ray Neubauer , 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, Ray Neubauer , 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.

Educational Bus Transportation, Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Ray Neubauer RAYNEUBAUER@THETRANSGROUP.COM

CFO

Title

05/08/2026 09:54:19 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: Sean Corr
   Date of birth: 02/21/1984
   Home address: 349 Sarah Wells Trail
   City: Goshen State/Province/Territory: NY Zip/Postal Code: 10924
   Country: US

   Business Address: 56 W Church Street
   City: Spring Valley State/Province/Territory: NY Zip/Postal Code: 10977
   Country US
   Telephone: 8453562200

   Other present address(es):
   City: Spring Valley 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	01/01/2020
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.
   15% Shareholder

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.

Educational Bus, Inc. / E.B.T., Inc. / Chestnut Ridge Transportation, Inc. / The Trans Group, LLC / Bus Sales and Leasing, Inc. / Student Xpress of the Hudson Valley, LLC (dba Ethan Allen Transportation)

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.

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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.

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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, Sean Corr , 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, Sean Corr , 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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Educational Bus Transportation, Inc.
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Sean Corr SEANCORR@THETRANSGROUP.COM

Principal
Title

05/08/2026 10:04:30 am
Date

BRUCE A. BLAKEMAN
NASSAU COUNTY EXECUTIVE

IRINA GELMAN, DPM, PhD, MPH, MBA, MHA
Commissioner of Health

NASSAU COUNTY DEPARTMENT OF HEALTH

Inter-Departmental Memo

To:	Robert Cleary, Chief Compliance Officer, Nassau County, NY
From:	Daniel Naftol, Department Chief Contract Officer, Department of Health
Date:	May 8, 2025
Cc:	Deneen Jenkins, Fiscal Director, Department of Health
	Shelly Schecter, Director of Maternal & Child Health Services, Department of Health
Subject:	Educational Bus Transportation

This memo addresses the discovery of "Adverse Information", related to Educational Bus Transportation, which was discovered by the Office of the Inspector General (OIG) during their contract review and due diligence process.

The OIG identified missing information pertaining to Educational Bus Transportation's affiliate companies that was not disclosed in their disclosure forms. I have reviewed this information and find Educational Bus Transportation to be a responsible vendor for this award. Accordingly, the Nassau County Department of Health does not believe this will impact their new contract award.

Attached as reference is a summary of the issue identified along with the corrective action.

Daniel Naftol
Nassau County Department of Health
Fiscal Department
dnaftol@nassaucountyny.gov
Phone: (516) 227-8598

We Transport
Adverse Information Finding and Corrective Actions

The Office of the Inspector General (OIG) had the following findings with respect to Educational Bus Transportation:

Ownership Issues:
Principal Tim Flood potentially failed to disclose being an owner/officer of the following entities:

- Chestnut Ridge Transportation
- The Trans Group, LLC

Principal Jessica Gocke potentially failed to disclose being an owner/officer of the following entity:

- Exclusively Equine Properties, LLC

Principal Sean Corr potentially failed to disclose being an owner/office of the following entities:

- Bus Sales & Leasing, Inc
- Empire Motor Racing, LLC

Resolution:

- Updated Principal Questionnaires are provided.

Affiliate Issues:
The vendor potentially failed to disclose the following affiliates:

- Ethan Allan Transportation
- Student Xpress, Inc

The vendor potentially failed to disclose being a subsidiary of:

- The Trans Group, LLC

Resolution:

- Response attached

Tax Lien Issue:
It appears that the vendor may have an active federal tax lien
Resolution:

- Response attached

News 12 Article:
Article discusses a former employee
Resolution:

- Our statement in the New 12 article remains accurate

Educational Bus Transportation, Inc.

May 7th, 2026

RE: 1987 Federal Tax Lien

To Whom It May Concern,

We do not have any active tax liens and are up to date with all corporate and payroll tax filings. We have also not received any correspondence from the IRS regarding any open matter.

The lien search provided reflects an extremely old lien filing from 1987 with a lapse date of 1/1/2099, which is certainly a typo by whomever entered the filing initially. This would have been resolved previously, and the normal statute for keeping it active would have long since passed.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Ray Neubauer, CPA, CGMA

Chief Financial Officer

56 W. Church Street, Spring Valley, NY 10977 **Phone:** 845-356-2200 **Fax:** 845-356-1200

LIEN DETAILS

LIEN INFORMATION

Lien Number	Serial Number	Status	Date Filed	Lien Type	Subtype	Lapse Date
133360	0	Active	05/05/1987	Federal Tax Lien	N/A	1/1/2099

DEBTOR INFORMATION

Debtor Name	Organization ID	Organization Type	Organization Jurisdiction	Debtor Address	Debtor Type
EDUCATIONAL BUS TRANSPORTATION INC				NA, 0	Organization

SECURED PARTY INFORMATION

Secured Party Name	Secured Party Address	Secured Party Type
Internal Revenue Service	1500 Pennsylvania Avenue NW, Washington, DC, USA	Organization

FILING HISTORY

Filing Number	Filing Type	Filing Action	Filing Status	Date Filed	View
133360	Notice of Federal Tax Lien	Notice of Federal Tax Lien		5/5/1987 12:00:00 AM	

Educational Bus Transportation, Inc.

May 7th, 2026

RE: Principals and Subsidiary Question

To Whom It May Concern,

Educational Bus Transportation, Inc. is not a subsidiary of The Trans Group, LLC, but merely an affiliate. Our business history form as submitted indicated that "No, it is not a subsidiary or controlled by any other business".

Principal Jessica Gocke is not an owner or officer of Exclusively Equine Properties, LLC.

Principal Sean Corr is not an owner/officer of Empire Motor Racing, LLC as it filed a final return in 2019.

Educational Bus Transportation, Inc. does not have an affiliate by the name of Student Xpress, Inc.

All other inquiries have been updated in either/both of the Business History Form and the various Principal Questionnaire Forms.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Ray Neubauer, CPA, CGMA

Chief Financial Officer

56 W. Church Street, Spring Valley, NY 10977 **Phone:** 845-356-2200 **Fax:** 845-356-1200

Certified: --

E-62-26

FILED BY THE NASSAU COUNTY CLERK
OF THE LEGISLATURE MAY 4, 2026
12:30 PM

NIFS ID: CLTR26000001

Capital:

Contract ID #: **CQTR21000001**
NIFS Entry Date: **03/30/2026**

Department: Treasurer

Service: **ACCOUNTING SERVICES FOR SEWER AUTHORITY**
Term: from **01/01/2026** to **12/31/2026**
Contract Delayed: **X**

Slip Type: **Amendment**		
CRP:		
Time Extension: **X**		
Addl. Funds: **X**		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	**No**
2) Comptroller Approval Form Attached:	**Yes**
3) CSEA Agmt. & 32 Compliance Attached:	**No**
4) Significant Adverse Information Identified? (if yes, attach memo):	**No**
5) Insurance Required:	**Yes**

Vendor/Municipality Info:	
Name: **PKF O'Connor Davies, LLP**	ID#:**271728945**
Main Address: **878 Veterans Memorial Highway Hauppauge, NY 11788**	
Main Contact: **Brian Petersen**	
Main Phone: **(631) 299-3413**	

Department:
Contact Name: **SANJU JACOB**
Address: **1 WEST STREET**
Phone: **(516) 571-5014**
Email: **sjacob@nassaucountyny.gov,sconkling@nassaucountyny.gov**

Contract Summary

Purpose: ACCOUNTING AND FINANCIAL STATEMENT PREPARATION FOR THE NASSAU COUNTY SEWER AND STORM WATER FINANCE AUTHORITY
Procurement History: THIS IS AN AMENDMENT. ORIGINAL AGREEMENT SHALL BE EXTENED FOR ONE ADDITIONAL ONE YEAR PERIOD.
Description of General Provisions: ACCOUNTING AND FINANCIAL STATEMENT PREPARATION FOR THE NASSAU COUNTY SEWER AND STORM WATER FINANCE AUTHORITY
Impact on Funding / Price Analysis: MAXIMUM AMOUNT SHALL BE INCREAD BY $1,850.00 SO THAT AMOUNT SHALL NOT EXCEED $26,850.00

Change in Contract from Prior Procurement: N/A

Method of Source Selection:

☑ Contract amendment, extension, or renewal

Contract originally executed on: 04/26/2021

Original procurement method: RFP PROCESS.

MWBE Participation:

☑ Participation of Minority-owned and Women-owned Business Enterprises 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 by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

☑ Vendor will not require any subcontractors.

Contractor is a (check all that apply):

☐ MWBE

☐ SDVOB

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
SSW	50	6000	DE	PWSSW6000	DE500	PWSSW6000 DE500	06	$26,850.00
						TOTAL		**$26,850.00**

Additional Info	
Blanket Encumbrance	
Transaction	109
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	$26,850.00
Federal	$0.00
State	$0.00
Capital	$0.00
Other	$0.00
Total	**$26,850.00**

Routing Slip

Department			
NIFS Entry	Sanju Jacob	03/30/2026 03:32PM	Approved
NIFS Final Approval	Lisa Enella	03/30/2026 03:38PM	Approved
Final Approval	Sanju Jacob	03/31/2026 02:34PM	Approved
County Attorney			
Approval as to Form	Julie Silverstein	03/31/2026 06:28PM	Approved
RE & Insurance Verification	Grady Farnan	04/01/2026 02:01PM	Approved
NIFS Approval	Mary Nori	04/02/2026 12:20PM	Approved
Final Approval	Mary Nori	04/02/2026 12:20PM	Approved
OMB			
NIFS Approval	Elizabeth Valerio	03/31/2026 02:35PM	Approved
NIFA Approval	Irfan Qureshi	04/01/2026 01:29PM	Approved
Final Approval	Irfan Qureshi	04/01/2026 01:29PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	04/02/2026 03:10PM	Approved
DCE Compliance Approval	Robert Cleary	05/04/2026 10:37AM	Approved
Vertical DCE Approval	Arthur Walsh	05/04/2026 12:06PM	Approved
Final Approval	Arthur Walsh	05/04/2026 12:06PM	Approved
Legislative Affairs Review			
Final Approval	Eleftherios Sempepos	05/04/2026 12:10PM	Approved
Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending
Legal Approval			Pending

Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

RULES RESOLUTION NO. – 2026

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 TREASURER'S OFFICE AND PFK O'CONNOR DAVIES, LLP

WHEREAS, the County has negotiated an amendment to a personal services agreement with the PKF O'Connor Davies, LLP to provide accounting 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 amendment to the agreement with the PKF O'Connor Davies, LLP.

AMENDMENT #1

THIS AMENDMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Amendment"), dated as of the date (the "Effective Date") that this Amendment 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 Treasurer, having its principal office at 1 West Street, Mineola, NY 11501 (the "Department") and (ii) PKF O'Connor Davies, LLP, a limited liability partnership of certified public accountants, having its principal office at 665 Fifth Avenue, New York, NY 10022 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to that certain contract between the Department and the Contractor, executed on behalf of the Department on April 26, 2021 (the "Agreement"), the Contractor performs certain services to the Nassau County Sewer and Stormwater Finance Authority relating to accounting and financial statement preparation (the "Services"), such Services being more fully described in the Agreement (a copy of the Agreement is annexed hereto as **Appendix A**); and

WHEREAS, the term of the Agreement is from March 1, 2021to December 31, 2025 (the "Term"); and

WHEREAS, the Original Agreement contains no renewal options; and

WHEREAS, the County desires to extend the Term in accordance with the terms and conditions set forth herein to allow the Services to continue to be provided while the County issues a new Request for Proposals for the Services; and

WHEREAS, pursuant to the Agreement, the maximum amount payable per year is Twenty-Five Thousand Dollars ($25,000.00) (the "Maximum Amount"); and

WHEREAS, the County and Contractor desire to increase the Maximum Amount to compensate the Contractor for the Services.

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

1. Term. The Original Agreement shall be extended for one (1) additional one (1) year period, so that the termination date of the Agreement, as amended herein, shall be December 31, 2026, unless sooner terminated as provided pursuant to the Agreement.

2. Maximum Amount. The Maximum Amount shall be increased by One Thousand, Eight Hundred and Fifty Dollars ($1,850.00) so that the maximum amount to be paid to the Contractor for the Services under this Amendment shall not exceed Twenty-Six Thousand, Eight Hundred and Fifty Dollars ($26,850.00).

3. Full Force and Effect. All the terms and conditions of the Agreement not expressly amended herein shall remain in full force and effect and govern the relationship of the parties for the remainder of the Term.

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

PCK O'CONNOR DAVIES, LLP

By: Brian Petersen

Name: Brian Petersen

Title: Partner

Date: 3/30/2026

COUNTY OF NASSAU

By: _____

Name: Arthur T. Walsh

Title: Chief Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

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

On the 30 day of March in the year 2026, before me personally came Brian Petersen to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Suffolk; that he is a partner of PKF O'Connor Davies, LLP, the "Contractor" described herein and which executed the above instrument; and that he signed his name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

ILENE J HASS
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01HA4946165
Qualified in Nassau County
My Commission Expires January 7, 2027

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

On the _____ day of _____ in the year 2026 before me personally came Arthur T. Walsh to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is the Chief Deputy County Executive for the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he signed his name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

Adverse Information Memo

To: Robert Cleary, Chief Procurement and Compliance Officer

From: Steven Conkling, Office of Management & Budget

Date: May 4, 2026

Subject: PKF O'Connor Davies, LLP Contract Amendment

In 2021, PKF O'Connor Davies ("PKFOD") received a formal demand for documents and information from the Public Company Accounting Oversight Board ("PCAOB"). PKFOD also received demands for the testimony of four individuals. The PCAOB investigation stems from the PCAOB's 2019 Inspection of PKFOD. The PCAOB initiated a formal investigation of PKFOD specifically relating to the firm's audits and reviews of two entities. In the PCAOB's report of that Investigation, the PCAOB identified perceived deficiencies with, amongst other things, PKFOD's testing of the clients' information technical general controls and process level controls over revenue and testing of transfers of journal entries for fraud.

On January 25, 2022, the Public Company Accounting Oversight Board ("PCAOB") entered an Order Instituting Disciplinary Proceedings, Making Findings, and Imposing Sanctions ("PCAOB Order") against PKFOD relating to two of the firm's single audits.

PKF fully complied with all of the deadlines and conditions imposed under the PCAOB's January 25, 2022 Order and the New York State Board of Regents' Consent Order that was published on March 19, 2024. Follow-up inspection results indicated improvement in all areas.

PKFOD took several actions to remediate, including hiring an independent consultant and revising the firm's audit procedures.

Having reviewed this information, I find the vendor to be responsible for this award. OMB has worked with PKFOD for over seven years and has always found PKFOD to be very professional.

PCAOB Inquiry (NYSED re.: PCAOB January 25, 2022 Order)

Summary: On January 25, 2022, the Public Company Accounting Oversight Board ("PCAOB") entered an Order Instituting Disciplinary Proceedings, Making Findings, and Imposing Sanctions ("PCAOB Order") against PKFOD relating to two of the firm's single audits. The firm has fully complied with all of the undertakings required under the PCAOB Order. On July 10, 2023, PKFOD was notified by the New York State Education Department that the Education Department was considering charges against PKFOD based on the firm's admissions that underlie the PCAOB Order. PKFOD was able to settle these charges for a nominal amount.

Background/Procedure: The PCAOB initiated a formal investigation PKFOD specifically relating to the firm's audits and reviews of one entity for fiscal year ending December 31, 2018 and another entity for fiscal year ending September 30, 2019. On August 9, 2021, PKFOD received a formal demand for documents and information, and on August 13, 2021 PKFOD received demands for the testimony of four individuals. The PCAOB investigation stems from the PCAOB's 2019 Inspection of PKFOD. The Inspection was focused upon the two specific engagements. In the PCAOB's report of that Investigation (the final report was issued on August 16, 2021), the PCAOB identified perceived deficiencies with, amongst other things, PKFOD's testing of the clients' information technical general controls and process level controls over revenue, and testing of transfers of journal entries for fraud. A settlement is in place; however, this file remained open, as the remedial actions PKFOD agreed to undertake would not be finalized until March or April of 2023. Notification letters were sent to all State Boards where PKFOD holds an active license in order to self-report the PCAOB Order. Because statutes differ between State Boards, counsel did not receive acknowledgments from all states, but counsel maintained a spreadsheet with a log of correspondence with each State Board. On January 5, 2023, PKFOD was interviewed by the NYSED regarding the PCAOB order. A PowerPoint presentation was shown in order to focus on what PKFOD did to remediate and what PKFOD will do to remediate. On January 25, 2022, the PCAOB entered an Order Instituting Disciplinary Proceedings, Making Findings, and Imposing Sanctions ("PCAOB Order") against PKFOD relating to two aforementioned audits. The firm has fully complied with all of the undertakings required under the PCAOB Order. On July 10, 2023, PKFOD was notified by the New York State Education Department that the Education Department was considering charges against PKFOD based on the firm's admissions that underlie the PCAOB Order. PKFOD was able to settle these charges for a nominal amount.

All required payments have been made and that PKF O'Connor Davies has complied with all conditions imposed under the Public Company Accounting Oversight Board's January 25, 2022 Order and the New York State Board of Regents' Consent Order that was published on March 19, 2024.

Our remediation actions were as follows:

PKFOD PCAOB Audit 2022

- The issues regarding the subject audits were first identified during a PCAOB inspection -- PKFOD immediately took action to make improvements.
    - Hired independent consultants (Ankura)

- Revised the Firm's audit procedures
- Retrained staff
- Cooperated completely with the PCAOB – the PCAOB recognized the Firm's "extraordinary cooperation" and "voluntary and timely remedial actions"

- PKFOD complied with all deadlines set forth in the PCAOB Order, except to the extent dates were extended
- Follow up inspection results indicate improvement in all areas

Actions PKFOD took to remediate

- Engaged independent consultant (Ankura) to review the Quality Control system and conduct pursuant to PCAOB standards
  - In compliance with the Order deadline of February 24, 2022
- Performed a root cause analysis to pinpoint problems
- Required additional IT General Controls training for the IT team members and additional Internal Control Training for the audit teams
- Hosted annual in-house PCAOB audit training
- Developed additional forms and checklists and enhanced existing forms and checklists in each area identified by the PCAOB
- Increased the Partner review requirements for various forms and checklists
- Reviewed QC system as it relates to PCAOB audits and made appropriate revisions
- In compliance with the Order deadline of April 25, 2022
- Required the independent consultant (Ankura) to review a sample of integrated audits by the extension date of March 20, 2023
- Certified in writing to the Director of Enforcement and Investigation the Firm's compliance of the Order by the extension date of June 19, 2023
- Included a description of the specific enhancements implemented to PKFOD's system of quality control
- Submitted additional evidence and information requested by the Division of Enforcement and Investigations by June 19, 2023

NIFA Nassau County Interim Finance Authority

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

1. Vendor: PKF O'Connor Davies, LLP

2. Amount requiring NIFA approval: $26,850.00

Amount to be encumbered: $26,850.00

Slip Type: 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: 01/01/2026 to 12/31/2026

Has work or services on this contract commenced? Yes

If yes, please explain: This is an amendment to an existing contract.

4. Funding Source:

General Fund (GEN)		Grant Fund (GRT)	
Capital Improvement Fund (CAP)		Other	X
		SSW FUND	
Federal %	0		
State %	0		
County %	0		
Other %	100		

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

ACCOUNTING AND FINANCIAL STATEMENT PREPARATION FOR THE NASSAU COUNTY SEWER AND STORM WATER FINANCE AUTHORITY

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

Nassau County Attorney as to form	Yes
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	Posting Date	Amount Added in Prior 12 Months

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 04/01/2026

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.

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?

Electronically signed and certified at the date and time indicated by:
Brian Petersen [BPETERSEN@PKFOD.COM]

Dated: 11/11/2025 08:04:47 am

Vendor: PKF O'Connor Davies 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: Clare E Cella
Date of birth: 08/12/1965
Home address: 14 King Road

City:	Kings Park	State/Province/ Territory:	NY	Zip/Postal Code:	11754
Country:	US				

Business Address: PKF O'Connor Davies, LLP

City:	Hauppauge	State/Province/ Territory:	NY	Zip/Postal Code:	11788
Country	US				
Telephone:	6314349500				

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	01/01/2023
Vice President			
(Other)			

Type: Managing Partner
Description:
Start Date: 01/01/2023

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

less than 2%

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

1 File(s) uploaded: PCAOB Narrative.docx

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, Clare E Cella , 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, Clare E Cella , 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.

PKF O'Connor Davies, LLP

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Clare E Cella CCELLA@PKFOD.COM

Managing Partner

Title

04/30/2026 10:25:00 am

Date

PCAOB Inquiry (NYSED re.: PCAOB January 25, 2022 Order)

Summary: On January 25, 2022, the Public Company Accounting Oversight Board ("PCAOB") entered an Order Instituting Disciplinary Proceedings, Making Findings, and Imposing Sanctions ("PCAOB Order") against PKFOD relating to two of the firm's single audits. The firm has fully complied with all of the undertakings required under the PCAOB Order. On July 10, 2023, PKFOD was notified by the New York State Education Department that the Education Department was considering charges against PKFOD based on the firm's admissions that underlie the PCAOB Order. PKFOD was able to settle these charges for a nominal amount.

Background/Procedure: The PCAOB initiated a formal investigation PKFOD specifically relating to the firm's audits and reviews of one entity for fiscal year ending December 31, 2018 and another entity for fiscal year ending September 30, 2019. On August 9, 2021, PKFOD received a formal demand for documents and information, and on August 13, 2021 PKFOD received demands for the testimony of four individuals. The PCAOB investigation stems from the PCAOB's 2019 Inspection of PKFOD. The Inspection was focused upon the two specific engagements. In the PCAOB's report of that Investigation (the final report was issued on August 16, 2021), the PCAOB identified perceived deficiencies with, amongst other things, PKFOD's testing of the clients' information technical general controls and process level controls over revenue, and testing of transfers of journal entries for fraud. A settlement is in place; however, this file remained open, as the remedial actions PKFOD agreed to undertake would not be finalized until March or April of 2023. Notification letters were sent to all State Boards where PKFOD holds an active license in order to self-report the PCAOB Order. Because statutes differ between State Boards, counsel did not receive acknowledgments from all states, but counsel maintained a spreadsheet with a log of correspondence with each State Board. On January 5, 2023, PKFOD was interviewed by the NYSED regarding the PCAOB order. A PowerPoint presentation was shown in order to focus on what PKFOD did to remediate and what PKFOD will do to remediate. On January 25, 2022, the PCAOB entered an Order Instituting Disciplinary Proceedings, Making Findings, and Imposing Sanctions ("PCAOB Order") against PKFOD relating to two aforementioned audits. The firm has fully complied with all of the undertakings required under the PCAOB Order. On July 10, 2023, PKFOD was notified by the New York State Education Department that the Education Department was considering charges against PKFOD based on the firm's admissions that underlie the PCAOB Order. PKFOD was able to settle these charges for a nominal amount.

All required payments have been made and that PKF O'Connor Davies has complied with all conditions imposed under the Public Company Accounting Oversight Board's January 25, 2022 Order and the New York State Board of Regents' Consent Order that was published on March 19, 2024.

Our remediation actions were as follows:

PKFOD PCAOB Audit 2022

- The issues regarding the subject audits were first identified during a PCAOB inspection -- PKFOD immediately took action to make improvements.
    - Hired independent consultants (Ankura)

- Revised the Firm's audit procedures
- Retrained staff
- Cooperated completely with the PCAOB – the PCAOB recognized the Firm's "extraordinary cooperation" and "voluntary and timely remedial actions"

- PKFOD complied with all deadlines set forth in the PCAOB Order, except to the extent dates were extended
- Follow up inspection results indicate improvement in all areas

Actions PKFOD took to remediate

- Engaged independent consultant (Ankura) to review the Quality Control system and conduct pursuant to PCAOB standards
  - In compliance with the Order deadline of February 24, 2022
- Performed a root cause analysis to pinpoint problems
- Required additional IT General Controls training for the IT team members and additional Internal Control Training for the audit teams
- Hosted annual in-house PCAOB audit training
- Developed additional forms and checklists and enhanced existing forms and checklists in each area identified by the PCAOB
- Increased the Partner review requirements for various forms and checklists
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- In compliance with the Order deadline of April 25, 2022
- Required the independent consultant (Ankura) to review a sample of integrated audits by the extension date of March 20, 2023
- Certified in writing to the Director of Enforcement and Investigation the Firm's compliance of the Order by the extension date of June 19, 2023
- Included a description of the specific enhancements implemented to PKFOD's system of quality control
- Submitted additional evidence and information requested by the Division of Enforcement and Investigations by June 19, 2023

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: 04/30/2026

1) Proposer's Legal Name: PKF O'Connor Davies, LLP

2) Address of Place of Business: 878 Veterans Memorial Highway, 4th Floor

City: Hauppauge State/Province/ Territory: NY Zip/Postal Code: 11788

Country: US

Address: 100 Great Meadow Row

City: Wethersfield State/Province/ Territory: CT Zip/Postal Code: 06109

Country: US

Start Date: End Date:

Address: 11 Balmville Road

City: Newburgh State/Province/ Territory: NY Zip/Postal Code: 12550

Country: US

Start Date: End Date:

Address: 2 Bethesda Metro Center, Suite 420

City: Bethesda State/Province/ Territory: MD Zip/Postal Code: 20814

Country: US

Start Date: End Date:

Address: 20 Commerce Drive, Suite 301

City:	Cranford,	State/Province/ Territory:	NJ	Zip/Postal Code:	07016
Country:	US				
Start Date:				End Date:	

Address:	245 Park Avenue				
City:	New York	State/Province/ Territory:	NY	Zip/Postal Code:	10167
Country:	US				
Start Date:	01/01/2022			End Date:	

Address:	293 Eisenhower Parkway, Suite 170				
City:	Livingston	State/Province/ Territory:	NJ	Zip/Postal Code:	07039
Country:	US				
Start Date:				End Date:	

Address:	300 Tice Boulevard, Suite 315				
City:	Woodcliff Lake	State/Province/ Territory:	NJ	Zip/Postal Code:	07677
Country:	US				
Start Date:				End Date:	

Address:	3001 Summer Street, 5th Floor, East				
City:	Stamford	State/Province/ Territory:	CT	Zip/Postal Code:	06905
Country:	US				
Start Date:				End Date:	

Address:	32 Fostertown Road				
City:	Newburgh	State/Province/ Territory:	NY	Zip/Postal Code:	12550
Country:	US				
Start Date:				End Date:	

Address:	3801 PGA Blvd, Suite 600				
City:	Palm Beach Gardens	State/Province/	FL	Zip/Postal	33410

		Territory:		Code:	
Country:	US				
Start Date:				End Date:	

Address:	40 Westminster Street, Suite 600				
City:	Providence	State/Province/ Territory:	RI	Zip/Postal Code:	02903
Country:	US				
Start Date:				End Date:	

Address:	500 Mamaroneck Avenue				
City:	Harrison	State/Province/ Territory:	NY	Zip/Postal Code:	10528
Country:	US				
Start Date:				End Date:	

Address:	Four Corporate Drive, Suite 488				
City:	Shelton	State/Province/ Territory:	CT	Zip/Postal Code:	06484
Country:	US				
Start Date:				End Date:	

3) Mailing Address (if different):

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

Country: US

Phone: (631) 434-9500

Does the business own or rent its facilities? Rent If other, please provide details:

4) Dun and Bradstreet number: 062518634

5) Federal I.D. Number: 27-1728945

6) The proposer is a: Partnership (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 [X] NO [ ] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
See attached

1 File(s) uploaded: PCAOB Narrative.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 [ ] 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 must fill out Annual Independence Confirmations and all employees are emailed a conflict request prior to working with a potential client

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;

09/15/2009

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 attachment

1 File(s) uploaded: LLP Partner Listing inc office locations.xlsx

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

Clare Cella (Managing partner)

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

1700

vi) Annual revenue of firm;

420000000

vii) Summary of relevant accomplishments

See attached.

1 File(s) uploaded: Firm Overview Q2 2026.pdf

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

1 File(s) uploaded: PKFOD Certificate of Inc (2).pdf

B. Indicate number of years in business.

140

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: Firm Overview Q2 2026.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.

Company	Suffolk Tobacco Asset Settlement Corporation		
Contact Person	Colleen Capece, Special Projects Coordinator		
Address	100 Veterans Memorial Highway		
City	Hauppauge	State/Province/Territory	NY
Country	US		
Telephone	(631) 853-5924		
Fax #	(631) 853-5716		
E-Mail Address	colleen.capece@suffolkcountyny.gov		

Company	Suffolk County Landbank Corporation		
Contact Person	Sarah Lansdale, Executive Director/President		
Address	100 Veterans Memorial Highway, 2nd Floor		
City	Hauppauge	State/Province/Territory	NY
Country	US		
Telephone	(631) 853-5190		
Fax #	(631) 853-4767		
E-Mail Address	sarah.lansdale@suffolkchapterny.gov		

Company	Suffolk County Economic Development Corporation		
Contact Person	Lisa Broughton, Deputy Executive Director/CFO		
Address	H. Lee Dennision Bldg., 100 Veterans Memorial Highway, 11th Floor		
City	Hauppauge	State/Province/Territory	NY
Country	US		
Telephone	(631) 853-4805		
Fax #	(631) 853-4767		
E-Mail Address	lisa.broughton@suffolkcountyny.gov		

I, Brian T Petersen , 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, Brian T Petersen , 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: PKF O'Connor Davies

Electronically signed and certified at the date and time indicated by:
Brian T Petersen BPETERSEN@PKFOD.COM

Partner
Title

04/30/2026
Date

NYS Department of State

Division of Corporations

Entity Information

The information contained in this database is current through November 5, 2015.

Selected Entity Name: O'CONNOR DAVIES, LLP

Selected Entity Status Information

Current Entity Name: O'CONNOR DAVIES, LLP
DOS ID #: 3855927
Initial DOS Filing Date: SEPTEMBER 15, 2009
County:
Jurisdiction: NEW YORK
Entity Type: DOMESTIC REGISTERED LIMITED LIABILITY PARTNERSHIP
Current Entity Status: ACTIVE

Selected Entity Address Information

DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)

C/O PRESIDENTIAL SERVICES INCORPORATED
28015 SMYTH DR
VALENCIA, CALIFORNIA, 91355

Principal Executive Office

O'CONNOR DAVIES, LLP
665 5TH AVE
NEW YORK, NEW YORK, 10022

Registered Agent

NONE

***Stock Information**

# of Shares	Type of Stock	$ Value per Share

No Information Available

*Stock information is applicable to domestic business corporations.

Name History

Filing Date	Name Type	Entity Name
DEC 16, 2011	Actual	O'CONNOR DAVIES, LLP
JUN 03, 2011	Actual	PKF O'CONNOR DAVIES, LLP
SEP 15, 2009	Actual	PKF LLP

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.

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NYS Department of State

Division of Corporations

Entity Information

The information contained in this database is current through November 5, 2015.

Selected Entity Name: O'CONNOR DAVIES MUNNS & DOBBINS, LLP

Selected Entity Status Information

Current Entity Name: O'CONNOR DAVIES MUNNS & DOBBINS, LLP
DOS ID #: 2005071
Initial DOS Filing Date: FEBRUARY 29, 1996
County:
Jurisdiction: NEW YORK
Entity Type: DOMESTIC REGISTERED LIMITED LIABILITY PARTNERSHIP
Current Entity Status: ACTIVE

Selected Entity Address Information

DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)

O'CONNOR DAVIES MUNNS & DOBBINS, LLP
60 EAST 42ND ST
NEW YORK, NEW YORK, 10165-3698

Principal Executive Office

O'CONNOR DAVIES MUNNS & DOBBINS, LLP
60 E 42ND ST
NEW YORK, NEW YORK, 10165-3698

Registered Agent

NONE

***Stock Information**

# of Shares	Type of Stock	$ Value per Share

No Information Available

*Stock information is applicable to domestic business corporations.

Name History

Filing Date	Name Type	Entity Name
JUL 26, 2000	Actual	O'CONNOR DAVIES MUNNS & DOBBINS, LLP
FEB 29, 1996	Actual	O'CONNOR, DAVIES & CO., LLP

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.

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PKF O'Connor Davies, LLP

Listing of Accountancy Firm Permits

State	Permit Number	Expiration Date
Alaska – AK	103250	12/31/2025
Arkansas – AR	99LP	12/31/2025
California – CA	OFR430	4/30/2025
Connecticut – CT	CPAP:000492	12/31/2025
Dist of Columbia – DC	CPC904015	12/31/2026
Florida – FL	AD66016	12/31/2025
Georgia – GA	ACF006387	6/30/2026
Kansas – KS	9137	12/31/2025
Maine – ME	FMF 10001250	9/30/2025
Maryland – MD	41156	1/26/2027
Massachusetts – MA	968-LP	6/30/2026
Minnesota – MN	F2089	12/31/2025
Mississippi – MS	7141	12/31/2025
Nebraska – NE	48427	6/30/2025
New Jersey – NJ	20CB00651000	6/30/2027
New York – NY	77-069980	10/31/2025
North Carolina – NC	Cert #33554	NO EXPIRATION
Oklahoma - OK	4414	6/30/2025
Oregon – OR	2626	12/31/2025
Pennsylvania – PA	AF052453	12/31/2025
Rhode Island - RI	ACC.0010082	6/30/2027
Vermont – VT-Mobility	192.0134092	7/31/2025
West Virginia – WV	F0554	6/30/2025

OTHER REGULATORY LICENSING/REGISTRATION

PCAOB

Ontario CPA Registration Certificate of Reg. 957713

Firm accomplishments

We exist to serve clients at a higher level.

130+ years

DELIVERING EXEMPLARY SERVICE

Through trusted, enduring client relationships since 1891

1,500

TOP TIER SPECIALISTS
in Audit, Tax and Advisory

200

PARTNERS

Actively leading client engagements

400+ locations

REGIONAL PRESENCE. GLOBAL REACH.

PKF O'Connor Davies is the lead North American representative in PKF International, a global network of legally independent accounting and advisory firms located in more than **400** locations in **150** countries around the world.

#25 RANKING

on Accounting Today's Top 100 list

We go beyond passive value protection to active value creation.

Our clients benefit from deeper knowledge, keener insight, a potent commitment to responsiveness and integrity along with greater agility and cost efficiency than many of our larger counterparts can offer.

PKF O'CONNOR DAVIES
ACCOUNTANTS AND ADVISORS

Founded in 1891, PKF O'Connor Davies has evolved from a regional accounting firm to an emerging national leader with more than 1,500 professionals and 19 offices in the U.S. Our team of top-notch professionals deliver a complete range of audit, tax and advisory services to a diverse and growing global client base. By bringing together a boutique firm culture with big-firm resources, we have a unique ability to connect with clients on a deeper level and create value where others can't.

REGIONAL CONNECTIONS BACKED BY GLOBAL EXPERTISE

We are the lead North American firm in the PKF International network of independent accounting and advisory firms with offices in over 400 cities, in 150 countries around the world. It's a relationship that delivers unmatched access to global expertise and strengthens our ability to serve clients anywhere in the world as their needs and their businesses continue to evolve.

PROACTIVE SERVICE MODEL, ENGAGED PARTNER BASE

With a proven, proactive service model and an engaged Partner base, PKF O'Connor Davies has built long-lasting, valuable relationships with our clients.

Our Partners are actively involved in the day-to-day management of engagements, ensuring a high degree of client service and cost effectiveness. The Firm's seasoned professional staff members employ a team approach to all engagements, providing clients with the utmost quality and timely services aimed at helping them succeed.

KNOW GREATER VALUE

Our unwavering focus on value has consistently driven growth and delivered strong outcomes for our clients and our Firm. PKF O'Connor Davies currently ranks 25th on *Accounting Today's* 2025 "Top 100 Firms" list and continually gains acclaim as one of the country's fastest-growing firms. With more professionals, in more places every day, our teams are on the ground, at the ready and in the know. As the world changes, PKF O'Connor Davies clients will always **Know Greater Value.**

INDUSTRY RECOGNITION

#25 of "Top 100 Firms"
"Top Tax Firm"
"Leader in Audit & Attest and Tax""
#5 of "Top Firms in the Mid-Atlantic"
– *Accounting Today,* 2025

"Best of Accounting Client Satisfaction"
– *ClearlyRated*, 2024

"Top Accountancy Advisory"
– *Family Wealth Report*, 2024

"America's Best Tax and Accounting Firms"
– *Forbes*, 2023

"Accounting/Due Diligence Firm of the Year"
– *The M&A Advisor*, 2024

#10 of the 50 "Best Accounting Employers to Work for in North America"
#1 in Five Categories: Best in Accounting and Overall Internships, Quality of Life, Compensation and Overall Diversity
– *Vault*, 2025

"Best Company to Work for in New York"
– *Rochester Business Journal* and *NYS Society for Human Resources Management*, 2025

"Best Places to Work in NYC"
– *Crain's New York Businesses*, 2024

"Best Places to Work in Westchester"
– *914INC.*, 2025

"Top Workplaces in Western Connecticut"
– *Hearst Connecticut Media Group*, 2024

"Best Places to Work in New Jersey"
– *NJBIZ*, 2024

KNOW GREATER VALUE®

At PKF O'Connor Davies we maintain a relentless commitment to understanding each client's operations and financial history so we can uncover every challenge, help meet every objective and exceed expectations. Through our unwavering client focus we create deeper connections, delivering tailored support and expertise that drive real-world value.

ACCOUNTING & ASSURANCE

- Agreed-Upon Procedures
- Audits, Reviews and Compilations
- Employee Benefit Plan Audits, including ESOPs
- Endowment Fund Accounting
- Peer Review Services
- Public Company Services
- Public Sector Audits and Compliance
- SOC - System and Organizational Control Reporting

TAX SERVICES

- Business Tax
- Employee Benefit Planning and Tax Compliance
- International Tax (Asia, EU and Latin America Desks)
- Private Client Services
- R&D Tax Credit
- State and Local Tax (SALT)
- Trust and Estate Planning

BUSINESS CONSULTING

- ESG
- Litigation Support and Forensics (Fraud, Integrity Monitoring and Litigation Support)
- Operational and Cost Effectiveness
- Risk Advisory Services
  - Internal Audit
  - Regulatory Solutions (AML and SOX)
- Strategy and Transaction Advisory
  - Bankruptcy
  - Employee Stock Ownership Plans (ESOPs)
  - PKF Investment Banking
    - Acquisition Advisory
    - Exit Readiness and Transaction Planning
    - M&A Cybersecurity and Data Privacy Advisory
    - Sell-Side Advisory
  - Turnaround and Restructuring
- Strategy and Transformation

TECHNOLOGY & CYBERSECURITY

- Cybersecurity and Privacy
  - Cybersecurity Maturity Model Certification (CMMC)
  - Dark Web Monitoring
  - Digital Forensic Services
  - General Data Protection Regulation (GDPR)
  - M&A Cybersecurity and Data Privacy Advisory
  - Penetration Testing
  - Virtual Chief Information Security Officer Services (vCISO)
- IT and Cybersecurity Audit
- Technology Advisory

PRIVATE CLIENT SERVICES

- Family Office
- Private Business Owners
- Trust and Estate Planning

OUTSOURCED SERVICES

- CFO Solutions
- Outsourced Accounting
  - Portfolio Company Accounting
- Recruitment Services
- Virtual Chief Information Security Officer Services (vCISO)

"PKF O'Connor Davies" is the brand name under which PKF O'Connor Davies LLP and PKF O'Connor Davies Advisory LLC, independently owned entities, provide professional services in an alternative practice structure in accordance with applicable professional standards. PKF O'Connor Davies LLP is a licensed CPA firm that provides attest services and PKF O'Connor Davies Advisory LLC and its subsidiary entities provide tax and advisory services. PKF O'Connor Davies is a member of the PKF International Limited network of legally independent firms and does not accept any responsibility or liability for the actions or inactions on the part of any other individual member firm or firms.

PKF O'CONNOR DAVIES
ACCOUNTANTS AND ADVISORS

pkfod.com

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PKFOD LLP Partner Listing

First Name	Last Name	Email Address	Office Location	Office Address
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PCAOB Inquiry (NYSED re.: PCAOB January 25, 2022 Order)

Summary: On January 25, 2022, the Public Company Accounting Oversight Board ("PCAOB") entered an Order Instituting Disciplinary Proceedings, Making Findings, and Imposing Sanctions ("PCAOB Order") against PKFOD relating to two of the firm's single audits. The firm has fully complied with all of the undertakings required under the PCAOB Order. On July 10, 2023, PKFOD was notified by the New York State Education Department that the Education Department was considering charges against PKFOD based on the firm's admissions that underlie the PCAOB Order. PKFOD was able to settle these charges for a nominal amount.

Background/Procedure: The PCAOB initiated a formal investigation PKFOD specifically relating to the firm's audits and reviews of one entity for fiscal year ending December 31, 2018 and another entity for fiscal year ending September 30, 2019. On August 9, 2021, PKFOD received a formal demand for documents and information, and on August 13, 2021 PKFOD received demands for the testimony of four individuals. The PCAOB investigation stems from the PCAOB's 2019 Inspection of PKFOD. The Inspection was focused upon the two specific engagements. In the PCAOB's report of that Investigation (the final report was issued on August 16, 2021), the PCAOB identified perceived deficiencies with, amongst other things, PKFOD's testing of the clients' information technical general controls and process level controls over revenue, and testing of transfers of journal entries for fraud. A settlement is in place; however, this file remained open, as the remedial actions PKFOD agreed to undertake would not be finalized until March or April of 2023. Notification letters were sent to all State Boards where PKFOD holds an active license in order to self-report the PCAOB Order. Because statutes differ between State Boards, counsel did not receive acknowledgments from all states, but counsel maintained a spreadsheet with a log of correspondence with each State Board. On January 5, 2023, PKFOD was interviewed by the NYSED regarding the PCAOB order. A PowerPoint presentation was shown in order to focus on what PKFOD did to remediate and what PKFOD will do to remediate. On January 25, 2022, the PCAOB entered an Order Instituting Disciplinary Proceedings, Making Findings, and Imposing Sanctions ("PCAOB Order") against PKFOD relating to two aforementioned audits. The firm has fully complied with all of the undertakings required under the PCAOB Order. On July 10, 2023, PKFOD was notified by the New York State Education Department that the Education Department was considering charges against PKFOD based on the firm's admissions that underlie the PCAOB Order. PKFOD was able to settle these charges for a nominal amount.

All required payments have been made and that PKF O'Connor Davies has complied with all conditions imposed under the Public Company Accounting Oversight Board's January 25, 2022 Order and the New York State Board of Regents' Consent Order that was published on March 19, 2024.

Our remediation actions were as follows:

PKFOD PCAOB Audit 2022

- The issues regarding the subject audits were first identified during a PCAOB inspection -- PKFOD immediately took action to make improvements.
    - Hired independent consultants (Ankura)

- Revised the Firm's audit procedures
- Retrained staff
- Cooperated completely with the PCAOB – the PCAOB recognized the Firm's "extraordinary cooperation" and "voluntary and timely remedial actions"

- PKFOD complied with all deadlines set forth in the PCAOB Order, except to the extent dates were extended
- Follow up inspection results indicate improvement in all areas

Actions PKFOD took to remediate

- Engaged independent consultant (Ankura) to review the Quality Control system and conduct pursuant to PCAOB standards
  - In compliance with the Order deadline of February 24, 2022
- Performed a root cause analysis to pinpoint problems
- Required additional IT General Controls training for the IT team members and additional Internal Control Training for the audit teams
- Hosted annual in-house PCAOB audit training
- Developed additional forms and checklists and enhanced existing forms and checklists in each area identified by the PCAOB
- Increased the Partner review requirements for various forms and checklists
- Reviewed QC system as it relates to PCAOB audits and made appropriate revisions
- In compliance with the Order deadline of April 25, 2022
- Required the independent consultant (Ankura) to review a sample of integrated audits by the extension date of March 20, 2023
- Certified in writing to the Director of Enforcement and Investigation the Firm's compliance of the Order by the extension date of June 19, 2023
- Included a description of the specific enhancements implemented to PKFOD's system of quality control
- Submitted additional evidence and information requested by the Division of Enforcement and Investigations by June 19, 2023

COUNTY OF NASSAU

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

1. Name of the Entity: PKF O'Connor Davies LLP

Address: 500 Mamaroneck Avenue

City: Harrison State/Province/Territory: NY Zip/Postal Code: 10528

Country: US

2. Entity's Vendor Identification Number: 27-1728945

3. Type of Business: Partnership (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: LLP Partner Listing inc office locations-04.30.25.xlsx, Vendor Disclosure Form-Required File Attached.docx

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 are no Partners with more than 10% equity

1 File(s) uploaded: LLP Partner Listing inc office locations-04.30.25.xlsx

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:
Brian Petersen [BPETERSEN@PKFOD.COM]

Dated: 11/11/2025 08:22:45 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.

Vendor Disclosure Form / Required File Attachment:

PKF O'Connor Davies, LLP

Question 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)

Answer:

Clare Cella, Partner / Managing Partner

PKF O'Connor Davies, LLP

245 Park Avenue

New York, New York 10167

CONTRACT FOR SERVICES

THIS AGREEMENT (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date that this Agreement is executed by Nassau County (the "Effective Date"), is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the County Treasurer's Office, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) PKF O'Connor Davies, LLP, a limited liability partnership of certified public accountants, having its principal office at 665 Fifth Avenue, New York, NY 10022 (the "Contractor").

W I T N E S S E T H:

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

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

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

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

1. Term. This Agreement shall commence on March 1, 2021 and terminate on December 31, 2025, unless sooner terminated in accordance with the provisions of this Agreement.

2. Services. The services to be provided by the Contractor to the County under this Agreement shall consist of accounting and financial statements preparation services ("Services"). The County is responsible to provide such Services to the Nassau County Sewer and Storm Water Finance Authority (the "Authority") and the Contractor will assist the County in providing the Services. The Services shall include, but are not limited to:

- Reviewing all documentation pertaining to the preparation of the Authority's financial statements for each of the periods ending December 31, 2020, December 31, 2021, December 31, 2022, December 31, 2023, and December 31, 2024.

- Preparing draft and final Authority financial statements in accordance with U.S. Generally Accepted Accounting Principles as applied to governments ("GAAP"), including Management's Discussion and Analysis and Notes to Financial Statements for each of the periods ending December 31, 2020, December 31, 2021, December 31, 2022, December 31, 2023, and December 31, 2024.

- Meeting with and providing assistance to the Authority's independent auditors, County representatives and the Authority's board regarding the details of all reporting and related matters.

- Assisting in the preparation (and filing with the Public Authorities Reporting Information System) of each of the Authority's 2022, 2023, 2024, 2025, and 2026 budgets.

- Assisting in the preparation and filing of the financial statements and related materials with the Public Authorities Reporting Information System, including each annual report.

3. Payment. (a) Amount of Consideration. The amount to be paid to the Contractor as full

consideration for the Contractor's Services under this Agreement shall not exceed the following amounts, such amounts subject to encumbrance as appropriate for each calendar year, and payable according to the following hourly rates:

Amounts

2021 calendar year - For Services related to (i) the Authority's financial statements for the period ending December 31, 2020 and (ii) the Authority's 2022 budget, payment shall not exceed twenty-three thousand dollars ($23,000)

2022 calendar year - For Services related to (i) the Authority's financial statements for the period ending December 31, 2021 and (ii) the Authority's 2023 budget, payment shall not exceed twenty-three thousand five hundred dollars ($23,500)

2023 calendar year - For Services related to (i) the Authority's financial statements for the period ending December 31, 2022 and (ii) the Authority's 2024 budget, payment shall not exceed twenty-four thousand dollars ($24,000)

2024 calendar year - For Services related to (i) the Authority's financial statements for the period ending December 31, 2023 and (ii) the Authority's 2025 budget, payment shall not exceed twenty-four thousand five hundred dollars ($24,500)

2025 calendar year - For Services related to (i) the Authority's financial statements for the period ending December 31, 2024 and (ii) the Authority's 2026 budget, payment shall not exceed twenty-five thousand dollars ($25,000)

Hourly Rates

classification	2021 hourly rate	2022 hourly rate	2023 hourly rate	2024 hourly rate	2025 hourly rate
Partner	$340	$345	$350	$355	$360
Manager	$270	$275	$280	$285	$290
Senior Staff	$175	$178	$180	$183	$186
Staff	$130	$132	$134	$136	$138
Clerical	$100	$102	$104	$106	$108
Intern	$60	$61	$62	$63	$64

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

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

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

(b) Nassau County Living Wage Law. Pursuant to Local Law 1-2006, as amended (the "Living Wage Law"), and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, 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 remains the sole property of the County and shall be used and disclosed solely for the purpose of performance and administration of this 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 Officers Law (the "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 Confidential 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, if 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.

The foregoing shall not prohibit or limit any party's use of information (including but not limited to ideas, concepts, know-how, techniques and methodologies) (i) previously known to it, (ii) independently developed by it, (iii) acquired by it from a third party without continuing restriction on use, or (iv) which is, or becomes, publicly available through no breach by it of this Agreement. 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, including FOIL, 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.

(e) Protection of Information Obtained in the Course of Performance. Information obtained by the Contractor in the course of performance under this Agreement is the property of the Department and may be disclosed only with the express permission of the Department or as required by Law.

(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.

(h) 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.

(i) Response to Legal Process. The County agrees to reimburse the Contractor for any reasonable and customary expenses, including for Contractor's time at the rates specified in this Agreement, out of pocket expenses, and attorneys' fees, incurred in complying with or responding to any request (by subpoena or otherwise) for testimony, documents, or other information concerning the County in relation to this Agreement by any governmental agency, investigative body, or a party in any litigation or dispute. This provision shall not apply to: (i) litigation or disputes involving claims by one party to this Agreement against the other party to this Agreement; or (ii) where the Contractor is named as a party in the applicable proceeding. The Contractor shall seek prior written approval from the Department prior to incurring such reimbursable expenses. The provisions of this subsection shall survive the termination of 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 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 or as described in Section 8(b) below.

(b) The County shall indemnify and hold harmless the Contractor and Contractor Agents from and against any and all Losses directly arising out of the intentional, knowing, or reckless representation of materially inaccurate or incomplete information by the County, the Department, or by any director, officer or employee thereof in connection with this Agreement for which the Contractor or a Contractor Agent did not know or reasonably should not have known the inaccuracy or incompleteness of such information, and further, for which the Loss is not by a failure of the Contractor or a Contractor Agent to comply with the minimum service standards described in Section 7 above.

(c) The indemnifying party shall, upon the indemnified party's demand and at the indemnified party's direction, 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.

(d) Each party shall, and shall cause their respective officers, employees, directors, servants, agents, and/or independent contractors to, cooperate 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 indemnifying party and/or its employees, directors, servants, agents, and/or independent contractors in connection with this Agreement.

(e) 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 three million dollars ($3,000,000) 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 GAAP and, if the Contractor is a non-profit entity, must comply with 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 therefor, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

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

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

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

14. Work Performance Liability. The Contractor is and shall remain primarily liable for the

successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

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

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

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

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

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

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

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

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

20. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of five hundred thirty-three dollars ($533) for the processing of this Agreement pursuant to Ordinance 74-1979, as amended by Ordinances 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 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

PKF O'CONNOR DAVIES, LLP

By: Brian Peterson
Name: Brian Peterson
Title: Partner
Date: 3/4/2021

NASSAU COUNTY

By: Helena Williams
Name: Helena Williams
Title: County Executive
Deputy County Executive
Date: 4/26/21

PLEASE EXECUTE IN BLUE INK

[

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

On the 4TH day of MARCH in the year 2021 before me personally came BRIAN PETERSEN 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 PKF O'CONNOR DAVIES LLP, the ~~corporation~~ described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation. "Contractor"

NOTARY PUBLIC

JOHN SHILLINGSFORD
NOTARY PUBLIC, State of New York
No. 01SH6345334
Qualified in Suffolk County
Commission Expires July 25, 2024

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

On the 26 day of April in the year 2021 before me personally came Helena Williams 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

LAURA J VIGLIOTTI
NOTARY PUBLIC STATE OF NEW YORK
LIC. #01VI6190782
COMM. EXP. 08/04/2024
COMMISSIONED IN NASS COUNTY

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 arbitrator's award and recommendations, shall file a determination

of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

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

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

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

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

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

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

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

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

Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

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

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

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

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation.

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation.

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation.

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation.

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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

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

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

Appendix L

Certificate of Compliance

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

1. The chief executive officer of the Contractor is:

   Kevin Keane _____ (Name)

   500 Mamaroneck Avenue, Harrison, NY 10528 _____ (Address)

   914-381-8900 _____ (Telephone Number)

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

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

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

_____

_____

_____

_____

_____

_____

_____

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

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

February 24, 2021
Dated

Kevin J. Keane
Signature of Chief Executive Officer

Kevin Keane
Name of Chief Executive Officer

Sworn to before me this

24th day of February, 2021.

Irene Howell
Notary Public

IRENE E. HOWELL
Notary Public, State of New York
No. 4871174
Qualified in Suffolk County
Commission Expires Sept. 8, 2022

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
11/11/2025

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
Aon Risk Services Central, Inc.
Chicago IL Office
200 East Randolph
Chicago IL 60601 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (312) 381-1000 **FAX (A/C. No.):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Aspen American Insurance Company	43460
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
PKF O'Connor Davies, LLP
PKF O'Connor Davies Advisory LLC
500 Mamaroneck Ave.
Suite 301
Harrison NY 10528 USA

COVERAGES **CERTIFICATE NUMBER:** 570116605559 **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.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	
	☐ OTHER:							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	☐ ANY AUTO						BODILY INJURY (Per person)	
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	
	☐ DED ☐ RETENTION							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)**	N / A					E.L. EACH ACCIDENT	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	
							E.L. DISEASE-POLICY LIMIT	
A	Accountants Liability			LR0086E25	05/01/2025	05/01/2026	Per Claim/Aggregate	$1,000,000

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

CERTIFICATE HOLDER

Nassau County, New York
Nassau County Treasurer
1 West Street
Mineola NY 11501 USA

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 Central, Inc.

Holder Identifier :

Certificate No : 570116605559

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/20/2026

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
Alliant Insurance Services, Inc.
32 Old Slip 29th Fl
New York NY 10005

License#: 0C36861

CONTACT NAME: Jillian McCord
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS: Jillian.McCord@alliant.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Fire Insurance Compan	20478
INSURER B : Continental Insurance Company	35289
INSURER C : Valley Forge Insurance Company	20508
INSURER D : Transportation Insurance Compa	20494
INSURER E : Continental Casualty Company	20443
INSURER F :	

INSURED
PROJBIG-01
PKFOD Holdings, LLC
500 Mamaroneck Ave
Harrison NY 10528

COVERAGES **CERTIFICATE NUMBER:** 503327436 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [X] LOC OTHER:	Y		7094818327	11/18/2025	11/18/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
E	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			7094818277	11/18/2025	11/18/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			7094818294	11/18/2025	11/18/2026	EACH OCCURRENCE AGGREGATE	$ 15,000,000 $ 15,000,000
B C D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		7094818330 7094818344 7095035426	11/18/2025 11/18/2025 11/18/2025	11/18/2026 11/18/2026 11/18/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Named Insured List:
PKFOD Holdings, LLC
PKF O'Connor Davies Advisory, LLC
PKFOD Intermediate, LLC
Elite Accounting Services, LLC
O'Connor Davies Administration, LLC
PKF O'Connor Davies Talent Connect LLC
PKF O'Connor Davies Capital LLC
See Attached...

CERTIFICATE HOLDER

Nassau County
Theodore Roosevelt Executive
and Legislative Building
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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AGENCY CUSTOMER ID: PROJBIG-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Alliant Insurance Services, Inc.	PKFOD Holdings, LLC 500 Mamaroneck Ave Harrison NY 10528
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

PKF Clear Thinking LLC
PKFOD Management Company LLC
PKF O'Connor Davies LLC
PKF O'Connor Davies, LLP

Nassau County is included as Additional Insured with regards to the General Liability as required by written contract subject to the policy terms and conditions.

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CNA

CNA PARAMOUNT

Financial Services - General Liability Extension Endorsement - New York

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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20. **Waiver of Subrogation – Blanket**

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1. ADDITIONAL INSUREDS

a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A.** through **K.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A.** through **K.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

C. Grantor of Franchise

Any person or organization that has granted a franchise to a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** as grantor of a franchise to the **Named Insured**.

D. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

E. Lessor of Land

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Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury** or **property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

H. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:

a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or

b. the construction, erection, or removal of elevators; or

c. the ownership, maintenance or use of any elevators covered by this insurance; or

2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

a. **Bodily injury**, **property damage** or **personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or

b. **Bodily injury** or **property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

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I. Trade Show Event Lessor

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** caused by:

a. the **Named Insured's** acts or omissions; or

b. the acts or omissions of those acting on the **Named Insured's** behalf,

in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.

2. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard**.

J. Vendor

Any person or organization but only with respect to such person or organization's liability for **bodily injury** or **property damage** arising out of **your products** which are distributed or sold in the regular course of such person or organization's business, provided that:

1. The coverage granted by this paragraph does not apply to:

a. **bodily injury** or **property damage** for which such person or organization is obligated to pay **damages** by reason of the assumption of liability in a contract or agreement unless such liability exists in the absence of the contract or agreement;

b. any express warranty unauthorized by the **Named Insured**;

c. any physical or chemical change in any product made intentionally by such person or organization;

d. repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

e. any failure to make any inspections, adjustments, tests or servicing that such person or organization has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

f. demonstration, installation, servicing or repair operations, except such operations performed at such person or organization's premises in connection with the sale of a product;

g. products which, after distribution or sale by the **Named Insured**, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for such person or organization; or

h. **bodily injury** or **property damage** arising out of the sole negligence of such person or organization for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) the exceptions contained in Subparagraphs **d.** or **f.** above; or

(2) such inspections, adjustments, tests or servicing as such person or organization has agreed with the **Named Insured** to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

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2. This Paragraph **J.** does not apply to any insured person or organization, from whom the **Named Insured** has acquired such products, nor to any ingredient, part or container, entering into, accompanying or containing such products.

3. This Paragraph **J.** also does not apply:

a. to any vendor specifically scheduled as an additional insured by endorsement to this **Coverage Part**;

b. to any of **your products** for which coverage is excluded by endorsement to this **Coverage Part**; nor

c. if **bodily injury** or **property damage** included within the **products-completed operations hazard** is excluded by endorsement to this **Coverage Part**.

K. Other Person Or Organization

Any person or organization who is not an additional insured under Paragraphs **A.** through **J.** above. Such additional insured is an **Insured** solely for **bodily injury**, **property damage** or **personal and advertising injury** for which such additional insured is liable because of the **Named Insured's** acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

1. for **bodily injury**, **property damage**, or **personal and advertising injury** arising out of the rendering or failure to render any professional service;

2. for **bodily injury** or **property damage** included within the **products-completed operations hazard**; nor

3. who is specifically scheduled as an additional insured on another endorsement to this **Coverage Part**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

A. The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision **2.**, the additional insured's own insurance means insurance on which the additional insured is a named insured.

B. With respect to persons or organizations that qualify as additional insureds pursuant to paragraph **1.K.** of this endorsement, the following sentence is added to the paragraph above:

Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other valid and collectible insurance available to such person or organization.

3. BODILY INJURY – EXPANDED DEFINITION

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

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The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or to an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

5. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph **3.** in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph **4.** below, any organization in which the **First Named Insured** has management control directly or indirectly:

a. on the effective date of this **Coverage Part**; or

b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**,

qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, and of this endorsement's **JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES** provision, management control means owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of: the Board of Directors of a corporation; the management committee members of a joint venture; the management board of a limited liability company; the general partners of a limited partnership; or the partnership managers of a general partnership.

4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph **3.** above, this insurance does not apply to:

a. **bodily injury** or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor

b. **personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.

5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

6. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, heirs, legal representatives and **spouses** of any natural person **Insured** shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and **spouses** only for **claims** arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal

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representative, or **spouse** outside the scope of such person's capacity or status as such, provided however that the **spouse** of a natural person **Named Insured** and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

7. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under **COVERAGES**, **Coverage A** – **Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

Expected or Intended Injury

Bodily injury or **property damage** expected or intended from the standpoint of the **Insured**. This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or property.

8. IN REM ACTIONS

A quasi in rem action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were in personam against the **Named Insured**.

9. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:

A. Under **COVERAGES**, **Coverage A – Bodily Injury And Property Damage Liability**, the **Insuring Agreement** is amended to replace Paragraphs **1.b.(1)** and **1.b.(2)** with the following:

b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:

(1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.

(2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

B. Under **COVERAGES**, **Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to:

i. add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).

ii. delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

iii. add the following additional exclusions.

This insurance does not apply to:

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Discrimination

any actual or alleged discrimination, humiliation or harassment, that includes but shall not be limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any **health care incident** for which coverage is excluded by endorsement.

C. DEFINITIONS is amended to:

i. add the following definitions:

Health care incident means an act, error or omission by the **Named Insured's employees** or **volunteer workers** in the rendering of:

a. **professional health care services** on behalf of the **Named Insured** or

b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

a. Physician;

b. Nurse;

c. Nurse practitioner;

d. Emergency medical technician;

e. Paramedic;

f. Dentist;

g. Physical therapist;

h. Psychologist;

i. Speech therapist;

j. Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

ii. delete the definition of **occurrence** and replace it with the following:

Occurrence means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

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iii. amend the definition of **Insured** to:

a. add the following:

- a **Named Insured's employees** are **Insureds** with respect to:

  (1) **bodily injury** to a co-**employee** while in the course of the co-**employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and

  (2) **bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

  when such **bodily injury** arises out of a **health care incident**.

- the **Named Insured's volunteer workers** are **Insureds** with respect to:

  (1) **bodily injury** to a co-**volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and

  (2) **bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

b. delete Subparagraphs **(a)**, **(b)**, **(c) and (d)** of Paragraph **2.a.(1)** of **WHO IS AN INSURED**.

c. add the following:

Insured does not include any physician while acting in his or her capacity as such.

D. The **Other Insurance** condition is amended to delete Paragraph **b.(1)** in its entirety and replace it with the following:

Other Insurance

b. Excess Insurance

(1) To the extent this insurance applies, it is excess over any other valid and collectible insurance, self-insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

10. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

No person or organization is an **Insured** with respect to the conduct of any current or past partnership, joint venture or limited liability company in which a **Named Insured's** interest does/did not rise to the level of management control, except that if the **Named Insured** was a joint venturer, partner, or member of such an entity, and such entity terminated prior to or during the **policy period**, then such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense first occurred after such termination date;

b. the **bodily injury** or **property damage** first occurred after such termination date; and

c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company.

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11. LEGAL LIABILITY – DAMAGE TO PREMISES

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the first paragraph immediately following subparagraph **(6)** of the **Damage to Property** exclusion and replace it with the following:

Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.

B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replaced it with the following:

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in the **LIMITS OF INSURANCE** Section.

C. **LIMITS OF INSURANCE** is amended to delete Paragraph **6.** (the Damage To Premises Rented To You Limit) and replace it with the following:

6. Subject to Paragraph **5.** above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under **COVERAGE A** for **damages** because of **property damage** to:

a. any one premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with the permission of the owner; and

b. contents of such premises if the premises is rented to the **Named Insured** for a period of 7 or fewer consecutive days.

The Damage To Premises Rented To You Limit is $1,000,000. unless a higher Damage to Premises Rented to You Limit is shown in the Declarations.

D. The **Other Insurance** Condition is amended to delete Paragraph **b.(1)(a)(ii)**, and replace it with the following:

(ii) That is property insurance for premises rented to a **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;

E. This Provision **11.** does not apply if liability for damage to premises rented to a **Named Insured** is excluded by another endorsement attached to this **Coverage Part**.

12. MEDICAL PAYMENTS

A. **LIMITS OF INSURANCE** is amended to delete Paragraph **7.** (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph **5.** above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C – Medical Payments** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:

(1) $15,000 unless a different amount is shown here: ; or

(2) the amount shown in the Declarations for Medical Expense Limit.

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B. Under **COVERAGES**, the **Insuring Agreement** of **Coverage C** – **Medical Payments** is amended to replace Paragraph **1.a.(3)(b)** with the following:

(b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

13. NON-OWNED AIRCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;

2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and

3. the aircraft is not being used to carry persons or property for a charge.

14. NON-OWNED WATERCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph **(2)** of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

(2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:

(a) less than 75 feet long; and

(b) not being used to carry persons or property for a charge.

15. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

A. Under **DEFINITIONS**, the definition of **personal and advertising injury** is amended to add the following tort:

- Discrimination or humiliation based solely on either disparate impact or vicarious liability that results in injury to the feelings or reputation of a natural person.

B. Under **COVERAGES**, **Coverage B – Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

This insurance does not apply to:

Knowing Violation of Rights of Another

Personal and advertising injury caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation:

(a) is based solely on disparate impact or vicarious liability; and

(b) is not done intentionally by or at the direction of the **Named Insured**; or any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**.

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2. add the following exclusions:

This insurance does not apply to:

Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any **Insured**.

Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any **Insured**.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

- Provision **1. ADDITIONAL INSUREDS** of this endorsement; or
- attachment of an additional insured endorsement to this **Coverage Part**.

16. PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY

A. Under **COVERAGES**, **Coverage B –Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

Personal and advertising injury for which the **Insured** has assumed liability in a contract or agreement.

This exclusion does not apply to liability for **damages**:

(1) that the **Insured** would have in the absence of the contract or agreement; or

(2) assumed in a contract or agreement that is an **insured contract** provided the offense that caused such **personal or advertising injury** first occurred subsequent to the execution of such **insured contract**. Solely for the purpose of liability assumed in an **insured contract**, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an **Insured** are deemed to be **damages** because of **personal and advertising injury** provided:

(a) liability to such party for, or for the cost of, that party's defense has also been assumed in such **insured contract**; and

(b) such attorney fees and litigation expenses are for defense of such party against a civil or alternative dispute resolution proceeding in which covered **damages** are alleged.

B. Solely for the purpose of the coverage provided by this paragraph, **DEFINITIONS** is amended to delete the definition of **insured contract** in its entirety, and replace it with the following:

Insured contract means that part of a written contract or written agreement pertaining to the **Named Insured's** business under which the **Named Insured** assumes the tort liability of another party to pay for **personal or advertising injury** arising out of the offense of false arrest, detention or imprisonment. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

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C. Solely for the purpose of the coverage provided by this paragraph, the following changes are made to the Section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B:**

1. Paragraph **2.d.** is replaced by the following:

d. The allegations in the **suit** and the information the Insurer knows about the offense alleged in such **suit** are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;

2. The first unnumbered paragraph beneath Paragraph **2.f.(2)(b)** is deleted and replaced by the following:

So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as **defense costs**. Notwithstanding the provisions of Paragraph **e.(2)** of the Contractual Liability exclusion (as amended by this Endorsement), such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

D. This **PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

17. PROPERTY DAMAGE – ELEVATORS

A. Under **COVERAGES**, **Coverage A** – **Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs **(3)**, **(4)** and **(6)** of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.

B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

18. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

A. Paragraph **1.b.** is amended to delete the $250 limit shown for the cost of bail bonds and replace it with a $5,000. limit; and

B. Paragraph **1.d.** is amended to delete the limit of $250 shown for daily loss of earnings and replace it with a $1,000. limit.

19. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

20. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or

2. **your work** included in the **products-completed operations hazard**.

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However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and

2. was executed prior to the **bodily injury**, **property damage** or **personal and advertising injury** giving rise to the **claim**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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AGENCY CUSTOMER ID: PROJBIG-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Alliant Insurance Services, Inc.	PKFOD Holdings, LLC 500 Mamaroneck Ave Harrison NY 10528
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

PKF Clear Thinking LLC
PKFOD Management Company LLC
PKF O'Connor Davies LLC
PKF O'Connor Davies, LLP

Nassau County is included as Additional Insured with regards to the General Liability as required by written contract subject to the policy terms and conditions.

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CNA

CNA PARAMOUNT

Financial Services - General Liability Extension Endorsement - New York

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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1. ADDITIONAL INSUREDS

a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A.** through **K.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A.** through **K.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

C. Grantor of Franchise

Any person or organization that has granted a franchise to a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** as grantor of a franchise to the **Named Insured**.

D. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

E. Lessor of Land

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Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury** or **property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

H. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:

a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or

b. the construction, erection, or removal of elevators; or

c. the ownership, maintenance or use of any elevators covered by this insurance; or

2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

a. Bodily injury, **property damage** or **personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or

b. Bodily injury or **property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

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I. Trade Show Event Lessor

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** caused by:

a. the **Named Insured's** acts or omissions; or

b. the acts or omissions of those acting on the **Named Insured's** behalf,

in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.

2. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard**.

J. Vendor

Any person or organization but only with respect to such person or organization's liability for **bodily injury** or **property damage** arising out of **your products** which are distributed or sold in the regular course of such person or organization's business, provided that:

1. The coverage granted by this paragraph does not apply to:

a. **bodily injury** or **property damage** for which such person or organization is obligated to pay **damages** by reason of the assumption of liability in a contract or agreement unless such liability exists in the absence of the contract or agreement;

b. any express warranty unauthorized by the **Named Insured**;

c. any physical or chemical change in any product made intentionally by such person or organization;

d. repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

e. any failure to make any inspections, adjustments, tests or servicing that such person or organization has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

f. demonstration, installation, servicing or repair operations, except such operations performed at such person or organization's premises in connection with the sale of a product;

g. products which, after distribution or sale by the **Named Insured**, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for such person or organization; or

h. **bodily injury** or **property damage** arising out of the sole negligence of such person or organization for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) the exceptions contained in Subparagraphs **d.** or **f.** above; or

(2) such inspections, adjustments, tests or servicing as such person or organization has agreed with the **Named Insured** to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

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2. This Paragraph **J.** does not apply to any insured person or organization, from whom the **Named Insured** has acquired such products, nor to any ingredient, part or container, entering into, accompanying or containing such products.

3. This Paragraph **J.** also does not apply:

a. to any vendor specifically scheduled as an additional insured by endorsement to this **Coverage Part**;

b. to any of **your products** for which coverage is excluded by endorsement to this **Coverage Part**; nor

c. if **bodily injury** or **property damage** included within the **products-completed operations hazard** is excluded by endorsement to this **Coverage Part**.

K. Other Person Or Organization

Any person or organization who is not an additional insured under Paragraphs **A.** through **J.** above. Such additional insured is an **Insured** solely for **bodily injury**, **property damage** or **personal and advertising injury** for which such additional insured is liable because of the **Named Insured's** acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

1. for **bodily injury**, **property damage**, or **personal and advertising injury** arising out of the rendering or failure to render any professional service;

2. for **bodily injury** or **property damage** included within the **products-completed operations hazard**; nor

3. who is specifically scheduled as an additional insured on another endorsement to this **Coverage Part**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

A. The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision **2.**, the additional insured's own insurance means insurance on which the additional insured is a named insured.

B. With respect to persons or organizations that qualify as additional insureds pursuant to paragraph **1.K.** of this endorsement, the following sentence is added to the paragraph above:

Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other valid and collectible insurance available to such person or organization.

3. BODILY INJURY – EXPANDED DEFINITION

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

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The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or to an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

5. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph **3.** in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph **4.** below, any organization in which the **First Named Insured** has management control directly or indirectly:

a. on the effective date of this **Coverage Part**; or

b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**,

qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, and of this endorsement's **JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES** provision, management control means owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of: the Board of Directors of a corporation; the management committee members of a joint venture; the management board of a limited liability company; the general partners of a limited partnership; or the partnership managers of a general partnership.

4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph **3.** above, this insurance does not apply to:

a. **bodily injury** or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor

b. **personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.

5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

6. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, heirs, legal representatives and **spouses** of any natural person **Insured** shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and **spouses** only for **claims** arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal

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representative, or **spouse** outside the scope of such person's capacity or status as such, provided however that the **spouse** of a natural person **Named Insured** and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

7. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under **COVERAGES**, **Coverage A** – **Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

Expected or Intended Injury

Bodily injury or **property damage** expected or intended from the standpoint of the **Insured**. This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or property.

8. IN REM ACTIONS

A quasi in rem action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were in personam against the **Named Insured**.

9. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:

A. Under **COVERAGES**, **Coverage A – Bodily Injury And Property Damage Liability**, the **Insuring Agreement** is amended to replace Paragraphs **1.b.(1)** and **1.b.(2)** with the following:

b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:

(1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.

(2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

B. Under **COVERAGES**, **Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to:

i. add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).

ii. delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

iii. add the following additional exclusions.

This insurance does not apply to:

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Discrimination

any actual or alleged discrimination, humiliation or harassment, that includes but shall not be limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any **health care incident** for which coverage is excluded by endorsement.

C. DEFINITIONS is amended to:

i. add the following definitions:

Health care incident means an act, error or omission by the **Named Insured's employees** or **volunteer workers** in the rendering of:

a. **professional health care services** on behalf of the **Named Insured** or

b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

a. Physician;

b. Nurse;

c. Nurse practitioner;

d. Emergency medical technician;

e. Paramedic;

f. Dentist;

g. Physical therapist;

h. Psychologist;

i. Speech therapist;

j. Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

ii. delete the definition of **occurrence** and replace it with the following:

Occurrence means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

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iii. amend the definition of **Insured** to:

a. add the following:

- a **Named Insured's employees** are **Insureds** with respect to:

  (1) **bodily injury** to a co-**employee** while in the course of the co-**employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and

  (2) **bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

  when such **bodily injury** arises out of a **health care incident**.

- the **Named Insured's volunteer workers** are **Insureds** with respect to:

  (1) **bodily injury** to a co-**volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and

  (2) **bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

  when such **bodily injury** arises out of a **health care incident**.

b. delete Subparagraphs **(a)**, **(b)**, **(c) and (d)** of Paragraph **2.a.(1)** of **WHO IS AN INSURED**.

c. add the following:

Insured does not include any physician while acting in his or her capacity as such.

D. The **Other Insurance** condition is amended to delete Paragraph **b.(1)** in its entirety and replace it with the following:

Other Insurance

b. Excess Insurance

(1) To the extent this insurance applies, it is excess over any other valid and collectible insurance, self-insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

10. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

No person or organization is an **Insured** with respect to the conduct of any current or past partnership, joint venture or limited liability company in which a **Named Insured's** interest does/did not rise to the level of management control, except that if the **Named Insured** was a joint venturer, partner, or member of such an entity, and such entity terminated prior to or during the **policy period**, then such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense first occurred after such termination date;

b. the **bodily injury** or **property damage** first occurred after such termination date; and

c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company.

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11. LEGAL LIABILITY – DAMAGE TO PREMISES

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the first paragraph immediately following subparagraph **(6)** of the **Damage to Property** exclusion and replace it with the following:

Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.

B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replaced it with the following:

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in the **LIMITS OF INSURANCE** Section.

C. **LIMITS OF INSURANCE** is amended to delete Paragraph **6.** (the Damage To Premises Rented To You Limit) and replace it with the following:

6. Subject to Paragraph **5.** above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under **COVERAGE A** for **damages** because of **property damage** to:

a. any one premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with the permission of the owner; and

b. contents of such premises if the premises is rented to the **Named Insured** for a period of 7 or fewer consecutive days.

The Damage To Premises Rented To You Limit is $1,000,000. unless a higher Damage to Premises Rented to You Limit is shown in the Declarations.

D. The **Other Insurance** Condition is amended to delete Paragraph **b.(1)(a)(ii)**, and replace it with the following:

(ii) That is property insurance for premises rented to a **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;

E. This Provision **11.** does not apply if liability for damage to premises rented to a **Named Insured** is excluded by another endorsement attached to this **Coverage Part**.

12. MEDICAL PAYMENTS

A. **LIMITS OF INSURANCE** is amended to delete Paragraph **7.** (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph **5.** above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C – Medical Payments** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:

(1) $15,000 unless a different amount is shown here: ; or

(2) the amount shown in the Declarations for Medical Expense Limit.

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B. Under **COVERAGES**, the **Insuring Agreement** of **Coverage C** – **Medical Payments** is amended to replace Paragraph **1.a.(3)(b)** with the following:

(b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

13. NON-OWNED AIRCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;

2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and

3. the aircraft is not being used to carry persons or property for a charge.

14. NON-OWNED WATERCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph **(2)** of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

(2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:

(a) less than 75 feet long; and

(b) not being used to carry persons or property for a charge.

15. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

A. Under **DEFINITIONS**, the definition of **personal and advertising injury** is amended to add the following tort:

- Discrimination or humiliation based solely on either disparate impact or vicarious liability that results in injury to the feelings or reputation of a natural person.

B. Under **COVERAGES**, **Coverage B – Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

This insurance does not apply to:

Knowing Violation of Rights of Another

Personal and advertising injury caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation:

(a) is based solely on disparate impact or vicarious liability; and

(b) is not done intentionally by or at the direction of the **Named Insured**; or any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**.

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2. add the following exclusions:

This insurance does not apply to:

Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any **Insured**.

Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any **Insured**.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

- Provision **1. ADDITIONAL INSUREDS** of this endorsement; or
- attachment of an additional insured endorsement to this **Coverage Part**.

16. PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY

A. Under **COVERAGES**, **Coverage B –Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

Personal and advertising injury for which the **Insured** has assumed liability in a contract or agreement.

This exclusion does not apply to liability for **damages**:

(1) that the **Insured** would have in the absence of the contract or agreement; or

(2) assumed in a contract or agreement that is an **insured contract** provided the offense that caused such **personal or advertising injury** first occurred subsequent to the execution of such **insured contract**. Solely for the purpose of liability assumed in an **insured contract**, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an **Insured** are deemed to be **damages** because of **personal and advertising injury** provided:

(a) liability to such party for, or for the cost of, that party's defense has also been assumed in such **insured contract**; and

(b) such attorney fees and litigation expenses are for defense of such party against a civil or alternative dispute resolution proceeding in which covered **damages** are alleged.

B. Solely for the purpose of the coverage provided by this paragraph, **DEFINITIONS** is amended to delete the definition of **insured contract** in its entirety, and replace it with the following:

Insured contract means that part of a written contract or written agreement pertaining to the **Named Insured's** business under which the **Named Insured** assumes the tort liability of another party to pay for **personal or advertising injury** arising out of the offense of false arrest, detention or imprisonment. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

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C. Solely for the purpose of the coverage provided by this paragraph, the following changes are made to the Section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B:**

1. Paragraph **2.d.** is replaced by the following:

d. The allegations in the **suit** and the information the Insurer knows about the offense alleged in such **suit** are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;

2. The first unnumbered paragraph beneath Paragraph **2.f.(2)(b)** is deleted and replaced by the following:

So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as **defense costs**. Notwithstanding the provisions of Paragraph **e.(2)** of the Contractual Liability exclusion (as amended by this Endorsement), such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

D. This **PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

17. PROPERTY DAMAGE – ELEVATORS

A. Under **COVERAGES**, **Coverage A** – **Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs **(3)**, **(4)** and **(6)** of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.

B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

18. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

A. Paragraph **1.b.** is amended to delete the $250 limit shown for the cost of bail bonds and replace it with a $5,000. limit; and

B. Paragraph **1.d.** is amended to delete the limit of $250 shown for daily loss of earnings and replace it with a $1,000. limit.

19. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

20. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or

2. **your work** included in the **products-completed operations hazard**.

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However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and

2. was executed prior to the **bodily injury**, **property damage** or **personal and advertising injury** giving rise to the **claim**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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BRUCE BLAKEMAN
COUNTY EXECUTIVE

ANDREW PERSICH
BUDGET DIRECTOR

OFFICE OF MANAGEMENT AND BUDGET
1 West Street
Mineola, NY 11501

TO: Robert Cleary
Chief Procurement Officer

FROM: Steve Conkling
Debt Manager
Office of Management & Budget

DATE: March 30, 2026

SUBJECT: PKF O'Connor Davies, LLP
665 Fifth Avenue New York, NY 10022

Please be advised this memo is in response to your request for a "delay memo" to explain the retroactivity of the above-mentioned contract amendment. The previous contract with PKF expired on December 31, 2025. The Office of the Treasurer had started an RFP process, but it was determined that the process would not be completed in the time required. It is critical that the Sewer and Storm Water Finance Authority 2025 audited financial statements be completed as soon as possible, as they are required for the County's 2025 ACFR. Once the Authority's financial statements are completed, we will start a new RFP process.

Steve Conkling
Debt Manager
Office of Management & Budget

Certified: --

E-63-26

FILED BY THE NASSAU COUNTY CLERK
OF THE LEGISLATURE MAY 4, 2026
4:38 PM

NIFS ID: CLCO26000002

Capital:

Contract ID #: **CQCO21000004**

NIFS Entry Date: **03/30/2026**

Department: Comptroller

Service: **Claims Review for Smart Savings Program**

Term: from **04/01/2021** to **12/31/2025**

Contract Delayed: **X**

Slip Type: **Amendment**		
CRP:		
Time Extension:		
Addl. Funds:		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	**No**
2) Comptroller Approval Form Attached:	**No**
3) CSEA Agmt. & 32 Compliance Attached:	**No**
4) Significant Adverse Information Identified? (if yes, attach memo):	**No**
5) Insurance Required:	**Yes**

Vendor/Municipality Info:	
Name: **VMG Holdings LLC** DBA: **VMG Health**	ID#:**475118322**
Main Address: **2515 McKinney Ave, Suite 1500 Dallas, TX 75201** Contract Specific Address: **240 Old Country Road,**	
Main Contact: **Marlena Sweeney**	
Main Phone: **(631) 656-2405**	

Department:
Contact Name: **Charles J. Casolaro, Esq.**
Address: **Office of The Nassau County Comptroller** **240 Old Country Road,** **Mineola, New York 11501**
Phone: **(516) 571-3249**
Email: **ccasolaro@nassaucountyny.gov**

Contract Summary

Purpose: Agreement with VMG Holding d/b/ VMG Health to provide claims review, processing and audit for reimbursement of claims submitted under the Smart Savings Program, which reimburses Couty employees married to other County employees, when they have out of pocket health insurance costs over $2,000.00.

Procurement History: RFP was issued on 11/25/2020 - there were four responses

Description of General Provisions: VMG Holdings LLC is to act as a third-party administrator (TPA) for the Smart Savings Program. The TPA is to review all claims of reimbursement and notify the claimaint(s) and the County of its reimbursement determination.

Impact on Funding / Price Analysis: $50,000.00

Change in Contract from Prior Procurement: N/A

Method of Source Selection:

☑ Contract amendment, extension, or renewal

Contract originally executed on: 12/01/2021

Original procurement method: RFP was issued - there were four responses - VMG was awarded the Contract.

MWBE Participation:

☑ Participation of Minority-owned and Women-owned Business Enterprises 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 by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

☑ Vendor will not require any subcontractors.

Contractor is a (check all that apply):

☐ MWBE

☐ SDVOB

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
GEN	10	1100	DE	COGEN1100	DE500	COGEN1100 DE500	04	$15,000.00
						TOTAL		**$15,000.00**

Additional Info	
Blanket Encumbrance	
Transaction	
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	$15,000.00
Federal	$0.00
State	$0.00
Capital	$0.00
Other	$0.00
Total	**$15,000.00**

Routing Slip

Department			
NIFS Entry	Jeffrey Schoen	03/31/2026 11:41AM	Approved
NIFS Final Approval	Jeffrey Schoen	03/31/2026 11:42AM	Approved
Final Approval	Jeffrey Schoen	03/31/2026 11:42AM	Approved
County Attorney			
Approval as to Form	Salvatore Spezio	04/03/2026 02:25PM	Approved
RE & Insurance Verification	Grady Farnan	03/31/2026 02:26PM	Approved
NIFS Approval	Mary Nori	04/03/2026 05:03PM	Approved
Final Approval	Mary Nori	04/03/2026 05:03PM	Approved
OMB			
NIFS Approval	Elizabeth Valerio	03/31/2026 01:34PM	Approved
NIFA Approval	Irfan Qureshi	03/31/2026 01:43PM	Approved
Final Approval	Irfan Qureshi	03/31/2026 01:43PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	04/13/2026 09:23AM	Approved
DCE Compliance Approval	Robert Cleary	05/01/2026 01:44PM	Approved
Vertical DCE Approval	Arthur Walsh	05/04/2026 02:24PM	Approved
Final Approval	Arthur Walsh	05/04/2026 02:24PM	Approved
Legislative Affairs Review			
Final Approval	Eleftherios Sempepos	05/04/2026 02:58PM	Approved
Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending
Legal Approval			Pending

Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

RULES RESOLUTION NO. – 2026

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 COMPTROLLER AND VMG HOLDINGS, LLC.

WHEREAS, the County has negotiated an amendment to a personal services agreement with VMG Holdings, LLC, to serve as the County's Plan Administrator in reviewing, analyzing, and auditing claims submitted by a County employee under the smart savings program, 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 the agreement with VMG Holdings, LLC.

AMENDMENT NO. 1

This **AMENDMENT**, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Amendment 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) VMG Holdings LLC, d/b/a VMG Health, having its principal office at 2515 McKinney Avenue, Suite 1500, Dallas, Texas 75201 (the "Contractor").

W I T N E S S E T H:

WHEREAS, pursuant to County contract number CQCO21000004 between the County and the Contractor, executed on behalf of the County on December 1, 2021 (the "Original Agreement") the Contractor provides services that consist of, but are not limited to, serving as the County's Plan Administrator in reviewing , analyzing an auditing claims submitted by a County Employee who makes a claim for reimbursement pursuant to Ordinance 82-2006 ("Claimant") which established the smart savings program ("Program"), with such services more fully described in the Original Agreement (the services contemplated under the Original Agreement, the "Services"); and

WHEREAS, the County and the Contractor deem it in their respective best interests to amend the Original Agreement to continue the services provided by the Contractor and the Contractor desires to perform the Services described in this Original Agreement and this Amendment; 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 Amendment, the parties agree as follows:

1. Term. This Agreement shall begin on January 1, 2026, and terminate on December 31, 2028, 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, 2029, through December 31, 2029, for completion of the Services (as defined above and in the Original Agreement). The Office shall exercise such renewal option by written notice thereof to the Contractor not less than thirty (30) days prior to the expiration of the then current Term. The renewal option shall be at the sole discretion of the Office, unless sooner terminated in accordance with the provisions of this Agreement.

2. Payment. The provisions set forth in Section 3(a)(i) and in Section 3(a)(ii) of the Original Agreement shall be amended as follows:

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 fifty thousand dollars ($50,000.00) inclusive of all costs and expenses (the "Maximum Amount"), payable at the rate of one hundred fifty dollars ($150.00) per hour, with a maximum not-to-exceed amount of one thousand eight hundred dollars ($1,800.00) per Claimant claim.

3. Misc. All other terms and conditions of the Original Agreement not affected by this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

VMG HOLDINGS, LLC.

By: Palma D'Apuzzo
Name: Palma D'Apuzzo
Title: Managing Director
Date: 2/27/26.

NASSAU COUNTY

By:_____
Name:_____
Title: County Executive
□ Deputy County Executive

Date:_____

PLEASE EXECUTE IN BLUE INK

STATE OF)
)ss.:
COUNTY OF)

On the 27 day of February in the year 2026 before me personally came Palma D'Apuzzo to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Dutchess; that he or she is the Managing Director of VMG Holdings 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.

CATHERINE F. RYAN
Notary Public, State of New York
Reg. No. 01DU6217537
Qualified in Dutchess County
Commission Expires 2/8/2030

Catherine Ryan
Notary public

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

On the ____ day of _____ in the year 2026 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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/09/2026

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 McGriff, a Marsh & McLennan Agency LLC Company 3400 Overton Park Drive SE Suite 300 Atlanta, GA 30339	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 404 497-7500 **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED VMG Parent Holdings, LP 2515 McKinney Avenue Suite 1500 Dallas, TX 75201	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Hartford Insurance Co **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 2M5FY8VH **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	**COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [ ] LOC OTHER:			22 SBA BK1095	06/01/2025	06/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	1,000,000 1,000,000 10,000 1,000,000 2,000,000 2,000,000
A	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			22 SBA BK1095	06/01/2025	06/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	1,000,000
A	[X] **UMBRELLA LIAB** [ ] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			22 SBA BK1095	06/01/2025	06/01/2026	EACH OCCURRENCE AGGREGATE	$ $	5,000,000 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $	
								$ $ $ $ $	

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

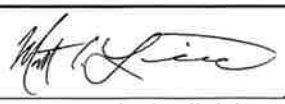
CERTIFICATE HOLDER

Nassau County Comptroller's Office
240 Old Country Road
New York, 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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/09/2026

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
McGriff, a Marsh & McLennan Agency LLC Company
3400 Overton Park Drive SE
Suite 300
Atlanta, GA 30339

CONTACT NAME:
PHONE (A/C, No, Ext): 404 497-7500 **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Indian Harbor Insurance Co.	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
VMG Parent Holdings, LP
2515 McKinney Avenue
Suite 1500
Dallas, TX 75201

COVERAGES **CERTIFICATE NUMBER:** Q65LCN8E **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						☐ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Cyber Liability			MTP9047442 01	06/01/2025	06/01/2026	Aggregate	$ 5,000,000 $ $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The certificate holder is an additional insured where required by written contract.

CERTIFICATE HOLDER

Nassau County Comptroller's Office
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

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NIFA Nassau County Interim Finance Authority

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

1. Vendor: VMG Holdings LLC

2. Amount requiring NIFA approval: $50,000.00

Amount to be encumbered: $15,000.00

Slip Type: 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: 04/01/2021 to 12/31/2025
Has work or services on this contract commenced? No

If yes, please explain:

4. Funding Source:

General Fund (GEN)	X	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?	Yes
If not, will it require a future borrowing?	No
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:

Agreement with VMG Holding d/b/ VMG Health to provide claims review, processing and audit for reimbursement of claims submitted under the Smart Savings Program, which reimburses Couty employees married to other County employees, when they have out of pocket health insurance costs over $2,000.00.

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

Nassau County Attorney as to form	Yes
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	Posting Date	Amount Added in Prior 12 Months

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 03/31/2026

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.

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?

Electronically signed and certified at the date and time indicated by:
Dana Wander [DANA.WANDER@VMGHEALTH.COM]

Dated: 04/06/2026 04:34:28 pm

Vendor: VMG Health

Title: Marketing Manager

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: 01/19/2021

1) Proposer's Legal Name: VMG Holdings LLC dba VMG Health

2) Address of Place of Business: 2515 McKinney Ave, Suite 1500

City: Dallas State/Province/ Territory: TX Zip/Postal Code: 75201

Country: US

Address: 10900 Wayzata Blvd, Suite 125

City: Minnetonka State/Province/ Territory: MN Zip/Postal Code: 55305

Country: US

Start Date: End Date:

Address: 1200 17th Street, Suite 800

City: Denver State/Province/ Territory: CO Zip/Postal Code: 80202

Country: US

Start Date: End Date:

Address: 14301 North 87th Street, Suite 319

City: Phoenix State/Province/ Territory: AZ Zip/Postal Code: 85260

Country: US

Start Date: End Date:

Address: 150 3rd Avenue South, Suite 2120

City: Nashville | State/Province/ Territory: TN | Zip/Postal Code: 37201
Country: US
Start Date: | End Date:

Address: 300 Park Blvd, Suite 225
City: Itasca | State/Province/ Territory: IL | Zip/Postal Code: 60143
Country: US
Start Date: | End Date:

Address: 450 7th Avenue, Suite 707
City: New York | State/Province/ Territory: NY | Zip/Postal Code: 10123
Country: US
Start Date: | End Date:

Address: Three Bala Plaza West, Suite 702
City: Bala Cynwyd | State/Province/ Territory: PA | Zip/Postal Code: 19004
Country: US
Start Date: | End Date:

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: 836907634

5) Federal I.D. Number: 47-5118322

6) The proposer is a: Other (Describe) LLC (Limited Liability Corporation) Tax as Partnership

7) Does this business share office space, staff, or equipment expenses with any other business?
YES [ ] NO [X] If yes, please provide details:

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

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
YES [ ] NO [X] If yes, 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.

VMG Health does not anticipate any future conflict of interest issues. However, we will be sure to communicate with county if any potential issues arise.

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;
09/21/2015

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.
Robert Champion, 2515 McKinney Avenue, Suite 1500, Dallas, TX 75201, Chief Executive Officer

iii) Name, address and position of all officers and directors of the company. If none, explain.
Greg Koonsman, Founder & Executive Chairman; Wes Champion, Chief Executive Officer; Katy Avila, Chief People Officer; Jack Negro, Chief Financial Officer; Jeff Hehr, Chief Revenue Officer; Otis Hendershott, Chief Data & Technology Officer; Jen Johnson, Chief Commercial Officer

iv) State of incorporation (if applicable);
DE

v) The number of employees in the firm;
300

vi) Annual revenue of firm;
43000000

vii) Summary of relevant accomplishments
.

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

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.
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.

Company	Hospital for Special Surgery		
Contact Person	Andrea Ansorge		
Address	535 East 70th Street		
City	New York	State/Province/Territory	NY

Country	US
Telephone	(212) 774-2398
Fax #	
E-Mail Address	ansorgea@hss.edu

Company	PACT MSO, LLC		
Contact Person	Yvette Barchat		
Address	322 East Main Street, Suite 1B		
City	Branford	State/Province/Territory	CT
Country	US		
Telephone	(203) 488-7228		
Fax #			
E-Mail Address	ybarchat@pactmd.com		

Company	NYU Langone Medical Center		
Contact Person	Sharon Kurtz		
Address	One Park Avenue, 3rd Floor		
City	New York	State/Province/Territory	NY
Country	US		
Telephone	(212) 404-4054		
Fax #			
E-Mail Address	sharon.kurtz@nyumc.org		

I, Marlena Sweeney , 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, Marlena Sweeney , 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: VMG Health

Electronically signed and certified at the date and time indicated by:
Marlena Sweeney MARLENA.SWEENEY@VMGHEALTH.COM

Executive Assistant
Title

02/05/2026
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: Dana Wander
   Date of birth: 09/02/1987
   Home address: 738 South Street #2

   City: Philadelphia | State/Province/ Territory: PA | Zip/Postal Code: 19147
   Country: US

   Business Address: 2515 McKinney Ave, Suite 1500

   City: Dallas | State/Province/ Territory: TX | Zip/Postal Code: 75201
   Country US
   Telephone: 8776763600

   Other present address(es):

   City: | State/Province/ Territory: | 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	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

Type: Other
Description: Marketing Manager
Start Date: 01/07/2025

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 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, Dana Wander , 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, Dana Wander , 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.

VMG Health

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Dana Wander DANA.WANDER@VMGHEALTH.COM

Marketing Manager

Title

04/29/2026 12:10:28 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: Jack Negro
   Date of birth: 11/18/1977
   Home address: 2811 Spring Hollow Ct

City:	Highland Village	State/Province/ Territory:	TX	Zip/Postal Code:	75077
Country:	US				

   Business Address: 2515 McKinney Ave

City:	Dallas	State/Province/ Territory:	TX	Zip/Postal Code:	75201
Country	US				
Telephone:	9726165929				

   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	08/11/2025	Partner	
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [X] NO [ ] If Yes, provide details.
   Unvested shares in the business (less than 1% of shares outstanding).

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.

Was Chief Financial Officer of Likewize Corp which operated in a totally different industry (technology distribution)...owned less than 1% of shares outstanding.

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, Jack Negro , 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, Jack Negro , 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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VMG Health

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Jack Negro JACK.NEGRO@VMGHEALTH.COM

Chief Financial Officer

Title

04/07/2026 05:10:04 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 Wesley Champion
   Date of birth: 11/16/1965
   Home address: 6534 Deloache Ave.

   City: Dallas | State/Province/ Territory: TX | Zip/Postal Code: 75225
   Country: US

   Business Address: 2515 McKinney Ave Suite 1500

   City: Dallas | State/Province/ Territory: TX | Zip/Postal Code: 75201
   Country US
   Telephone: 4693814478

   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	01/01/2026	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.

   VMG Health equity owner less than 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 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 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 Wesley Champion , 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 Wesley Champion , 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.

VMG Health

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Robert Wesley Champion WES.CHAMPION@VMGHEALTH.COM

Chief Executive Officer

Title

04/30/2026 02:26:08 pm

Date

COUNTY OF NASSAU

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

1. Name of the Entity: VMG Health

Address: 2515 McKinney Ave, Suite 1500

City: Dallas State/Province/Territory: NY Zip/Postal Code: 75201

Country: US

2. Entity's Vendor Identification Number: 47-5118322

3. Type of Business: Other (specify) LLC (Limited Liability Corporation) Tax as a 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):

First Name	Greg				
Last Name	Koonsman				
MI		Suffix			
Address	2515 McKinney Ave, Suite 1500				
City	Dallas	State/Province/ Territory:	TX	Zip/Postal Code:	75201
Country	US				
Position	Founder and CEO				

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: NCP VMG Holdings LLC Cap Table 20201123.pdf

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):

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:
Marlena Sweeney [MARLENA.SWEENEY@VMGHEALTH.COM]

Dated: 02/05/2026 10:50:54 am

Title: Executive Assistant

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.

Pro Forma Equity Capitalization

Summary of Units	
Class A Units Outstanding at Close	87,200.0000
Total Class B Units	21,800.0000
Class B Units % of fully diluted equity	*20.0000%*
Overall Units (Fully diluted)	109,000.0000
Percentage Class A	100.00%
FMV per Unit at Close	$1,000.00

Unitholder	Class A Amount ($)	Total Amount ($)	Number of Units (Class A Units)	Number of Units (Class B Units)	% of Class B Units (Allocated at Close)	Total Units (excl. Class B Units)	Units (%) (excl. Class B Units)	Total Units (incl. Class B Units)	Units (%) (incl. Class B Units)	FMV per Unit
Northlane Capital Partners II LP	46,200,000.00	46,200,000.00	46,200.0000	0.0000	0.00%	46,200.0000	52.98%	46,200.0000	42.39%	1,000.00
Independence Partners VI, LLC	500,000.00	500,000.00	500.0000	0.0000	0.00%	500.0000	0.57%	500.0000	0.46%	1,000.00
Greg Koonsman	9,977,355.57	9,977,355.57	9,977.3556	0.0000	0.00%	9,977.3556	11.44%	9,977.3556	9.15%	1,000.00
Todd Sorensen	2,895,047.84	2,895,047.84	2,895.0478	0.0000	0.00%	2,895.0478	3.32%	2,895.0478	2.66%	1,000.00
Vince Kickirillo	2,927,059.43	2,927,059.43	2,927.0594	0.0000	0.00%	2,927.0594	3.36%	2,927.0594	2.69%	1,000.00
Stephan Peron	2,279,693.05	2,279,693.05	2,279.6931	0.0000	0.00%	2,279.6931	2.61%	2,279.6931	2.09%	1,000.00
Jen Johnson	2,899,749.98	2,899,749.98	2,899.7500	0.0000	0.00%	2,899.7500	3.33%	2,899.7500	2.66%	1,000.00
Kevin McDonough	2,252,500.82	2,252,500.82	2,252.5008	0.0000	0.00%	2,252.5008	2.58%	2,252.5008	2.07%	1,000.00
John Trabold	385,343.96	385,343.96	385.3440	0.0000	0.00%	385.3440	0.44%	385.3440	0.35%	1,000.00
Aaron Murski	2,427,522.31	2,427,522.31	2,427.5223	0.0000	0.00%	2,427.5223	2.78%	2,427.5223	2.23%	1,000.00
Jonathan Helm	1,530,598.22	1,530,598.22	1,530.5982	0.0000	0.00%	1,530.5982	1.76%	1,530.5982	1.40%	1,000.00
Thomas Warrington	1,321,835.48	1,321,835.48	1,321.8355	0.0000	0.00%	1,321.8355	1.52%	1,321.8355	1.21%	1,000.00
Colin McDermott	1,283,197.77	1,283,197.77	1,283.1978	0.0000	0.00%	1,283.1978	1.47%	1,283.1978	1.18%	1,000.00
Don Barbo	734,106.76	734,106.76	734.1068	0.0000	0.00%	734.1068	0.84%	734.1068	0.67%	1,000.00
Clinton Flume	979,670.98	979,670.98	979.6710	0.0000	0.00%	979.6710	1.12%	979.6710	0.90%	1,000.00
Chance Sherer	894,316.03	894,316.03	894.3160	0.0000	0.00%	894.3160	1.03%	894.3160	0.82%	1,000.00
Ben Ulrich	1,072,006.90	1,072,006.90	1,072.0069	0.0000	0.00%	1,072.0069	1.23%	1,072.0069	0.98%	1,000.00
Colin Park	557,489.92	557,489.92	557.4899	0.0000	0.00%	557.4899	0.64%	557.4899	0.51%	1,000.00
Frank Fehribach	303,724.08	303,724.08	303.7241	0.0000	0.00%	303.7241	0.35%	303.7241	0.28%	1,000.00
Nick Shannon	531,257.83	531,257.83	531.2578	0.0000	0.00%	531.2578	0.61%	531.2578	0.49%	1,000.00
Stephen Schulte	543,434.41	543,434.41	543.4344	0.0000	0.00%	543.4344	0.62%	543.4344	0.50%	1,000.00
Victor McConnell	749,113.61	749,113.61	749.1136	0.0000	0.00%	749.1136	0.86%	749.1136	0.69%	1,000.00
Robert Chapel	777,001.30	777,001.30	777.0013	0.0000	0.00%	777.0013	0.89%	777.0013	0.71%	1,000.00
Doug Hillrichs	369,023.37	369,023.37	369.0234	0.0000	0.00%	369.0234	0.42%	369.0234	0.34%	1,000.00
William Teague	450,584.05	450,584.05	450.5841	0.0000	0.00%	450.5841	0.52%	450.5841	0.41%	1,000.00
John Meindl	280,919.08	280,919.08	280.9191	0.0000	0.00%	280.9191	0.32%	280.9191	0.26%	1,000.00
Cynthia Carr	476,181.36	476,181.36	476.1814	0.0000	0.00%	476.1814	0.55%	476.1814	0.44%	1,000.00
Larry Snyder	210,920.40	210,920.40	210.9204	0.0000	0.00%	210.9204	0.24%	210.9204	0.19%	1,000.00
Taryn Nasr	130,833.02	130,833.02	130.8330	0.0000	0.00%	130.8330	0.15%	130.8330	0.12%	1,000.00
David LaMonte	80,000.00	80,000.00	80.0000	0.0000	0.00%	80.0000	0.09%	80.0000	0.07%	1,000.00
Nick Taglioli	131,587.53	131,587.53	131.5875	0.0000	0.00%	131.5875	0.15%	131.5875	0.12%	1,000.00
Matt McKenzie	213,335.55	213,335.55	213.3356	0.0000	0.00%	213.3356	0.24%	213.3356	0.20%	1,000.00
Bartt Warner	212,580.54	212,580.54	212.5805	0.0000	0.00%	212.5805	0.24%	212.5805	0.20%	1,000.00
Zach Sadau	132,260.86	132,260.86	132.2609	0.0000	0.00%	132.2609	0.15%	132.2609	0.12%	1,000.00
Nicole Montanaro	59,517.39	59,517.39	59.5174	0.0000	0.00%	59.5174	0.07%	59.5174	0.05%	1,000.00
Carlos Flores Rodriguez	107,557.77	107,557.77	107.5578	0.0000	0.00%	107.5578	0.12%	107.5578	0.10%	1,000.00
Holden Godat	107,557.77	107,557.77	107.5578	0.0000	0.00%	107.5578	0.12%	107.5578	0.10%	1,000.00
Joel Gomez	107,557.29	107,557.29	107.5573	0.0000	0.00%	107.5573	0.12%	107.5573	0.10%	1,000.00
Grant Rybak	107,557.77	107,557.77	107.5578	0.0000	0.00%	107.5578	0.12%	107.5578	0.10%	1,000.00
Unallocated	0.00	0.00	0.0000	21,800.0000	100.00%	0.0000	0.00%	21,800.0000	20.00%	1,000.00
Total	**87,200,000.00**	**87,200,000.00**	**87,200.0000**	**21,800.0000**	**100.00%**	**87,200.0000**	**100.0%**	**109,000.0000**	**100.00%**	

Hon. Elaine Phillips
Nassau County Comptroller

Charles J. Casolaro, Esq.
Chief Counsel

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

July 13, 2023

CERTIFIED MAIL -
RETURN RECEIPT REQUESTED

VMG Holdings LLC,
D/B/A VMG Health
2515 McKinney Avenue, Suite 1500
Dallas, Texas 75201

Attn: Pamela D'Apuzzo

Re: Exercising of One Year Renewal Option for the Smart Savings Contract between VMG Holdings LLC D/B/A VMG Health and Nassau County

Dear Ms. D'Apuzzo:

Pursuant to that certain contract between VMG Holdings LLC D/B/A VMG Health and Nassau County, dated December 1, 2021, Nassau County hereby exercises its option to renew this contract for the period of January 1, 2024 through December 31, 2024.

Please contact me at my office upon your receipt of the correspondence.

Thank you.

Very truly yours,

CHARLES J. CASOLARO, ESQ.

CJC/

Hon. Elaine Phillips
Nassau County Comptroller

Charles J. Casolaro, Esq.
Chief Counsel

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

January 15, 2025

Delivery by E-Mail: Marlena.Sweeney@vmghealth.com

VMG Holdings, LLC
2515 McKinney Avenue, Suite 1500
Dallas, Texas 75201

Attn: Marlena Sweeney

Re: **Exercise of Option to Renew**

Dear Ms. Sweeney:

By this letter, and pursuant to that certain contract between Nassau County and VMG Holdings LLC, d/b/a VMG Health, dated, December 1, 2021, Nassau County hereby exercises the second one-year renewal option, for the period of January 1, 2025 to December 31, 2025.

Thank you.

Very truly yours,

CHARLES J. CASOLARO, ESQ.

CJC/

cc: ECRS System

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) VMG Holdings LLC, d/b/a VMG Health, having its principal office at 2515 McKinney Ave, Suite 1500, Dallas, TX 75201 (the "Contractor").

W I T N E S S E T H:

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

WHEREAS, 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 April 1, 2021 and terminate on December 31, 2023, 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, 2024 through December 31, 2024. 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, 2025 through December 31, 2025. The Office shall exercise such renewal options by written notice thereof to the Contractor. 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 the Contractor serving as the County's Plan Administrator in reviewing, analyzing, and auditing claims submitted by a County employee who makes a claim for reimbursement pursuant to Ordinance 82-2006 ("Claimant") which established the smart savings program ("Program"). Such services include, but are not necessarily limited to, the specific services listed below ("Services"):

I. The Contractor shall review and audit medical reimbursement claims submitted to the Contractor by a Claimant who, but for the Program, would be covered by a second family health insurance policy, but now has to pay more out-of-pocket expenses then he or she would have if the second insurance policy had been in effect.

II. The Contractor will utilize any coordination of benefits requirements so promulgated by the New York State Health Insurance Plan ("NYSHIP") as set forth in the most recent NYSHIP General Information Book.

III. The Contractor shall be expected to keep up to date with any changes made by NYSHIP to the General Information Book.

IV. The Contractor shall utilize the "Procedures for Filing a Claim for Reimbursement under the Smart Savings Program", as well as the "Reimbursement Form" attached hereto as Exhibit "A". Notwithstanding the above, the Contractor may use its own "Reimbursement Form" upon written approval by the Office.

V. As part of its duties as the County's Plan Administrator, the Contractor shall review all available information to advise the Office as to whether a Claimant's reimbursements have reached a level where it would be fiscally in the County's best interest to provide the Claimant with a second insurance policy. Notwithstanding the above, any such determination that is in the County's best interest to issue a second insurance policy shall not impact any amount which the Contractor concludes that the Claimant is entitled to as reimbursement for covered expenses incurred prior to the issuance of the second insurance policy.

VI. Upon submission and receipt of a claim for reimbursement by a Claimant, the Contractor shall forward a confirmation letter within five (5) business days acknowledging receipt thereof.

VII. The Contractor shall make, and convey in writing, to both the Office and the Claimant, a final determination of each claim submitted within thirty (30) days of receipt.

a. If additional information is required by Contractor before a final determination can be made, the Contractor shall notify the Claimant in writing, and provide the Claimant with fifteen (15) days in which to provide the additional information. Such notification shall set forth the specific information needed from the Claimant.
b. Once the additional information is received, the Contractor shall notify the Claimant that they have received the additional information and that a final determination will be made within thirty (30) days of such notice.
c. If Claimant does not provide the requested additional information, the Contractor shall make its determination within thirty (30) days of receipt of the initial documentation provided by Claimant based on the information the Contractor has been provided.

VIII. The Contractor shall be responsible for responding to inquiries made by Claimants, including, but not limited to, providing to the Claimant any requested information related to the claim, or the claim submission process including the Contractors procedures for processing and auditing claims. Such information shall be given to the Claimant in a timely manner and in accordance with the terms and conditions of this Agreement.

IX. If a claim for reimbursement is denied, in whole or in part, the Contractor shall send notification to the Claimant in a concise and easy-to-read manner. Such notification shall include the following:

a. The precise reason(s) for the denial; and
b. any and all references to the specific plan provisions upon which the denial was based; and
c. a description of any additional material or information required in order to perfect the claim, including an explanation of why such information is required.

3. Payment. (a) Except as otherwise provided in Section 3(a)(I) and Section 3(a)(II) 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 be a sum not to exceed one hundred twenty-five thousand dollars ($125,000.00) inclusive of all costs and expenses (the "Maximum Amount"), payable at a rate of one hundred fifty dollars ($150.00) per hour,

with a maximum not-to-exceed amount of one thousand two hundred dollars ($1,200.00) per Claimant claim. Notwithstanding the above:

I. The parties acknowledge that the Maximum Amount of compensation for the Services rendered by the Contractor during the term of this Agreement, including any renewals as provided above, 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 includes reimbursement for Contractor's travel time and expenses and for all other costs incidental to the Services to be provided by Contractor under this Agreement, including but not limited to, attending meetings with the Comptroller's Office in connection with this Agreement.

II. If there is a change (i) in the scope of Services or any agreed-upon additional audit-related services to be provided under this Agreement, 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 rates and 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 John Marafino, 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.

    b. Any Additional Services requested by the County and agreed to by the Contractor pursuant to this Agreement shall be billed at one hundred fifty dollars ($150.00) per hour.

(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 Comptroller or his or her duly designated representative.

(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) 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. The Contractor further acknowledges that the first encumbrance shall be fifteen thousand dollars ($15,000.00). 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.

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 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 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 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.

(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.

(g) Protection of Client information. The Contractor shall, and shall cause Contractor's Agents, to hold in confidence and not to directly or indirectly reveal, report, publish, use, copy disclose or transfer any client information, (including, but not limited to names, addresses, telephone numbers, social security numbers, date of birth and medical information of any kind) ("Confidential Information"), or utilize any of such information, for any purpose, except as may be necessary in the course of the Contractor's use of Confidential Information for the purposes of this Agreement. The Contractor agrees to exercise reasonable efforts to preserve the confidentiality of all Confidential Information. Contractor acknowledges that its nondisclosure obligations under this Agreement also apply to all documents prepared by it in the course of performing this Agreement, including, without limitation, notes, data, reference materials, information, memoranda, reports, recommendations, analyses, documentation and records, that in any incorporate or reflect any Confidential Information, except as otherwise provided in this Agreement. The Contractor shall also comply with the Health Insurance Portability and Accountability Act ("HIPPA"), 42 USC section 1320a, and federal privacy and security regulations (CFR Parts 160 and 164) and enter into, if necessary and required by Law, a business associate agreement with the County. The provisions of this subsection shall survive termination of 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) 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"), directly arising out of the breach of this Agreement, 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) 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 than 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 Office. 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 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.

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 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.

(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. Upon any termination, County shall pay Contractor for valid fees and expenses incurred up to the date of termination in the same time frame outlined in this agreement for fees.

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, 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. Response to Subpoena: If lawfully compelled to disclose any County documents, Contractor will provide County written notice so County may seek a protective remedy, if applicable.

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 Deputy Comptroller 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 Deputy Comptroller 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 Deputy Comptroller. 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.

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 Office, to the attention of Deputy Comptroller John Marafino, 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;

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. 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.

20. 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.

21. 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.

VMG Holdings LLC, d/b/a VMG Health

By: _____

Name: GREGORY KOONSMAN

Title: CEO

Date: 10-04-2020

NASSAU COUNTY

By: _____

Name: Helena Williams

Title: County Executive

☐ Deputy County Executive

Date: 12/1/21

PLEASE EXECUTE IN BLUE INK

STATE OF Texas)
)ss.:
COUNTY OF Dallas)

On the 04 day of October in the year 2021 before me personally came Gregory Koorsman to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Dallas; that he or she is the CEO of VMG Holdings 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.

Natasha Weir
NOTARY PUBLIC

NATASHA MARIE WEIR
Notary ID #129816172
My Commission Expires
May 12, 2022

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

On the 7 day of December in the year 2021 before me personally came Helena Williams to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 208 of the County Government Law of Nassau County.

Laura Vigliotti
NOTARY PUBLIC

LAURA J VIGLIOTTI
NOTARY PUBLIC STATE OF NEW YORK
LIC. #01VI6190782
COMM. EXP. 08/04/2024
COMMISSIONED IN NASS COUNTY

Exhibit A

PROCEDURES FOR FILING A CLAIM FOR REIMBURSEMENT UNDER THE SMART SAVINGS PROGRAM

IMPORTANT

1. The Reimbursement Form should be used when a family covered by the Smart Savings Program has expended in excess of $2,000.00 for expenses that would have otherwise been reimbursed under a second family health insurance plan.
2. When you submit your first claim for reimbursement, you must include one or more Explanation of Benefits forms ("EOBs") verifying out-of-pocket expenses that would otherwise have been reimbursed under a second family health insurance plan in excess of $2,000.00. **If you do not submit EOBs totaling $2,000.00, your claim for reimbursement will be returned to you unprocessed.**
3. You only need to submit proof of expenses totaling $2,000.00 once per plan year along with proof of payment of these expenses in order to be reimbursed for your additional expenses.
4. Be sure to print clearly and legibly using either black or blue ink when completing this form.
5. A claim for reimbursement cannot be processed without the claimant's Insurance Card Number.
6. Completed Reimbursement Forms along with the Explanation of Benefits (EOBs) and proof of payment should be mailed directly to the Plan Administrator.
7. You may submit either original documents or copies. If the copies submitted are illegible, the Plan Administrator reserves the right to return the submission to the claimant unprocessed. If you are submitting multiple Reimbursement Forms in one envelope, please paper clip the appropriate Reimbursement Form, EOBs and any additional documentation together.
8. The Plan Administrator reserves the right to request additional documentation from claimants prior to processing a claim.
9. The deadline for submission of reimbursements for the year 2015 is May 1, 2016.

SUBMISSION INSTRUCTIONS

Please mail your completed form(s) to the Plan Administrator listed below:

NASSAU COUNTY SMART SAVINGS PROGRAM
c/o Pamela D'Apuzzo
VMG Health
102 Motor Parkway Ste 520
Hauppauge, NY 11788
(631) 231-0505

All inquiries regarding reimbursement under the Smart Savings Program should be directed to the Plan Administrator. Reimbursement Forms may be obtained from the Nassau County Comptroller website: https://www.nassaucountyny.gov/4837/Active-Employees-Forms or by calling the Plan Administrator at **(631)231-0505**.

NASSAU COUNTY SMART SAVINGS PROGRAM
c/o Pamela D'Apuzzo
VMG Health
102 Motor Parkway Ste 520
Hauppauge, NY 11788

NASSAU COUNTY SMART SAVINGS PROGRAM
REIMBURSEMENT FORM

PRIMARY INSURED INFORMATION

PRIMARY INSURED _____
Last Name First Name Middle

PRIMARY INSURED'S ADDRESS _____

_____

Telephone Number _____ Is this a change of address? Yes ___ No ___

Insurance Card # _____

PATIENT INFORMATION

1) PATIENT'S NAME _____

PATIENT'S ADDRESS _____
(If different from primary insured's address)

RELATIONSHIP TO PRIMARY INSURED _____ DATE OF BIRTH _____

SEX: M___ F___

PATIENT INFORMATION

2) PATIENT'S NAME _____

PATIENT'S ADDRESS _____
(If different from primary insured's address)

RELATIONSHIP TO PRIMARY INSURED _____ DATE OF BIRTH _____

SEX: M___ F___ *Use a separate sheet for additional patients

Note: Claimant must provide proof of out-of-pocket expenses totaling $2,000.00 in medical costs that would have otherwise been covered by a second family insurance plan. See reimbursement procedures for more information.

Expenses

Patient	Date of Service	Out-of-Pocket Expenses (i.e. co-pays, deductibles)	Reimbursement Amount

*Attach additional sheets if necessary

The undersigned certifies as follows: To the best of my knowledge and belief, the statements made in this Reimbursement form are true and complete. These statements are being made for reimbursement of eligible expenses under the Smart Savings Program incurred during the respective year for eligible plan participants. I certify that I have exhausted the $2,000.00 buyback amount. I further certify that I have incurred additional expenses exceeding $2,000.00 for expenses that would have otherwise been covered by a second family health insurance plan.

SIGNATURE _____ **DATE** _____

Mail to: **NASSAU COUNTY SMART SAVINGS PROGRAM**
c/o Pamela D'Apuzzo
VMG Health
102 Motor Parkway Ste 520
Hauppauge, NY 11788
(631) 231-0505

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 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:

Greg Koonsman (Name)

2515 McKinney Ave Suite 1500 Dallas TX 75201 (Address)

214 369. 4887 (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.

6/29/21
Dated

Signature of Chief Executive Officer

Greg Koonsman
Name of Chief Executive Officer

Sworn to before me this

29 day of June, 2021.

Natasha Marie Weir
Notary Public

NATASHA MARIE WEIR
Notary ID #129816172
My Commission Expires
May 12, 2022

Hon. Elaine Phillips
Nassau County Comptroller

Charles J. Casolaro, Esq.
Chief Counsel

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

DELAY-JUSTIFICATION MEMO

To: **Robert Cleary, Chief Procurement and Compliance Officer**

Fr: **Charles J. Casolaro, Esq., Chief Counsel, Office of the Comptroller**

Re: **Contract Amendment Approval – VMG Holdings d/b/a VMG Health, Inc.**

Date: **April 6, 2026**

VMG Health, Inc. ("VMG") are the County's Plan Administrator in reviewing, analyzing and auditing claims submitted by a County Employee who makes a claim for reimbursement pursuant to Ordinance 82-2006 which established the Smart Savings Program.

The County, through the Comptroller's office, seeks to Amendment its original contract with VMG Mayer for an additional three (3) audit years with each year covering the period from fiscal year ending December 31, 2026, through completion of audit services for each respective fiscal year, through fiscal year ending December 31, 2028, with a one (1) year renewal option for January 1, 2029 to December 31,2029.

The fee under this Amendment also adds $50,000.00 as a maximum amount with each claim process not to exceed $1,800.00 per claim.

The delay in the routing of this Amendment through the ECRS system is for multiple reasons but should not be construed in any way as a reflection of the County's need and desire for this service. Foremost, the Comptroller's office is directing a very large and significant RFP process known as "Nassau Forward," to select the new, county-wide financial soft-ware system. This would make the engaging in a separate RFP process, at this time, nearly impossible, since a significant number of Comptroller Accounting and General Staff are working on the Nassau

Forward Project. Secondly, the County is very satisfied with the work product by VMG and amending the existing contract will only serve to benefit Nassau County. VMG is intimately familiar with the County's health buy-back program, which will prove cost saving. Thirdly, the parties were engaged in good faith negotiations that took some time to finalize.

As the County requires the services provided by VMG and is more than satisfied with their work-product, and in further consideration of the above, the Comptroller's Office strongly recommends approval of this Amendment.

E-63-26 Additional Information

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2006 MAY -8 P 1:29

E-63-26 Additional Information

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?

Electronically signed and certified at the date and time indicated by:
Dana Wander [DANA.WANDER@VMGHEALTH.COM]

Dated: 04/06/2026 04:34:28 pm

Vendor: VMG Health

Title: Marketing Manager

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 Wesley Champion
   Date of birth: 11/16/1965
   Home address: 6534 Deloache Ave.
   City: Dallas State/Province/Territory: TX Zip/Postal Code: 75225
   Country: US

   Business Address: 2515 McKinney Ave Suite 1500
   City: Dallas State/Province/Territory: TX Zip/Postal Code: 75201
   Country US
   Telephone: 4693814478

   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	01/01/2026	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.
   VMG Health equity owner less than 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 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 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 Wesley Champion , 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 Wesley Champion , 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.

VMG Health

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Robert Wesley Champion WES.CHAMPION@VMGHEALTH.COM

Chief Executive Officer

Title

04/30/2026 02:26:08 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: Jack Negro
   Date of birth: 11/18/1977
   Home address: 2811 Spring Hollow Ct
   City: Highland Village State/Province/ Territory: TX Zip/Postal Code: 75077
   Country: US

   Business Address: 2515 McKinney Ave
   City: Dallas State/Province/ Territory: TX Zip/Postal Code: 75201
   Country US
   Telephone: 9726165929

   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	08/11/2025	Partner	
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [X] NO [ ] If Yes, provide details.
   Unvested shares in the business (less than 1% of shares outstanding).

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.

Was Chief Financial Officer of Likewize Corp which operated in a totally different industry (technology distribution)...owned less than 1% of shares outstanding.

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, Jack Negro , 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, Jack Negro , 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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VMG Health

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Jack Negro JACK.NEGRO@VMGHEALTH.COM

Chief Financial Officer

Title

04/07/2026 05:10:04 pm

Date

PRINCIPAL QUESTIONNAIRE FORM

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

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1. Principal Name: Dana Wander
   Date of birth: 09/02/1987
   Home address: 738 South Street #2
   City: Philadelphia State/Province/Territory: PA Zip/Postal Code: 19147
   Country: US

   Business Address: 2515 McKinney Ave, Suite 1500
   City: Dallas State/Province/Territory: TX Zip/Postal Code: 75201
   Country US
   Telephone: 8776763600

   Other present address(es):
   City: State/Province/Territory: 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	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

   Type: Other
   Description: Marketing Manager
   Start Date: 01/07/2025

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.

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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, Dana Wander , 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, Dana Wander , 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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VMG Health

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Dana Wander DANA.WANDER@VMGHEALTH.COM

Marketing Manager

Title

04/29/2026 12:10:28 pm

Date

COUNTY OF NASSAU

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

1. Name of the Entity: VMG Health

Address: 2515 McKinney Ave, Suite 1500

City: Dallas State/Province/Territory: NY Zip/Postal Code: 75201

Country: US

2. Entity's Vendor Identification Number: 47-5118322

3. Type of Business: Other (specify) LLC (Limited Liability Corporation) Tax as a 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):

First Name Greg
Last Name Koonsman
MI Suffix
Address 2515 McKinney Ave, Suite 1500
City Dallas State/Province/Territory: TX Zip/Postal Code: 75201
Country US
Position Founder and CEO

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: NCP VMG Holdings LLC Cap Table 20201123.pdf

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):

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:
Marlena Sweeney [MARLENA.SWEENEY@VMGHEALTH.COM]

Dated: 02/05/2026 10:50:54 am

Title: Executive Assistant

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.

Pro Forma Equity Capitalization

Summary of Units	
Class A Units Outstanding at Close	87,200.0000
Total Class B Units	21,800.0000
Class B Units % of fully diluted equity	*20.0000%*
Overall Units (Fully diluted)	109,000.0000
Percentage Class A	100.00%
FMV per Unit at Close	$1,000.00

Unitholder	Class A Amount ($)	Total Amount ($)	Number of Units (Class A Units)	Number of Units (Class B Units)	% of Class B Units (Allocated at Close)	Total Units (excl. Class B Units)	Units (%) (excl. Class B Units)	Total Units (incl. Class B Units)	Units (%) (incl. Class B Units)	FMV per Unit
Northlane Capital Partners II LP	46,200,000.00	46,200,000.00	46,200.0000	0.0000	0.00%	46,200.0000	52.98%	46,200.0000	42.39%	1,000.00
Independence Partners VI, LLC	500,000.00	500,000.00	500.0000	0.0000	0.00%	500.0000	0.57%	500.0000	0.46%	1,000.00
Greg Koonsman	9,977,355.57	9,977,355.57	9,977.3556	0.0000	0.00%	9,977.3556	11.44%	9,977.3556	9.15%	1,000.00
Todd Sorensen	2,895,047.84	2,895,047.84	2,895.0478	0.0000	0.00%	2,895.0478	3.32%	2,895.0478	2.66%	1,000.00
Vince Kickirillo	2,927,059.43	2,927,059.43	2,927.0594	0.0000	0.00%	2,927.0594	3.36%	2,927.0594	2.69%	1,000.00
Stephan Peron	2,279,693.05	2,279,693.05	2,279.6931	0.0000	0.00%	2,279.6931	2.61%	2,279.6931	2.09%	1,000.00
Jen Johnson	2,899,749.98	2,899,749.98	2,899.7500	0.0000	0.00%	2,899.7500	3.33%	2,899.7500	2.66%	1,000.00
Kevin McDonough	2,252,500.82	2,252,500.82	2,252.5008	0.0000	0.00%	2,252.5008	2.58%	2,252.5008	2.07%	1,000.00
John Trabold	385,343.96	385,343.96	385.3440	0.0000	0.00%	385.3440	0.44%	385.3440	0.35%	1,000.00
Aaron Murski	2,427,522.31	2,427,522.31	2,427.5223	0.0000	0.00%	2,427.5223	2.78%	2,427.5223	2.23%	1,000.00
Jonathan Helm	1,530,598.22	1,530,598.22	1,530.5982	0.0000	0.00%	1,530.5982	1.76%	1,530.5982	1.40%	1,000.00
Thomas Warrington	1,321,835.48	1,321,835.48	1,321.8355	0.0000	0.00%	1,321.8355	1.52%	1,321.8355	1.21%	1,000.00
Colin McDermott	1,283,197.77	1,283,197.77	1,283.1978	0.0000	0.00%	1,283.1978	1.47%	1,283.1978	1.18%	1,000.00
Don Barbo	734,106.76	734,106.76	734.1068	0.0000	0.00%	734.1068	0.84%	734.1068	0.67%	1,000.00
Clinton Flume	979,670.98	979,670.98	979.6710	0.0000	0.00%	979.6710	1.12%	979.6710	0.90%	1,000.00
Chance Sherer	894,316.03	894,316.03	894.3160	0.0000	0.00%	894.3160	1.03%	894.3160	0.82%	1,000.00
Ben Ulrich	1,072,006.90	1,072,006.90	1,072.0069	0.0000	0.00%	1,072.0069	1.23%	1,072.0069	0.98%	1,000.00
Colin Park	557,489.92	557,489.92	557.4899	0.0000	0.00%	557.4899	0.64%	557.4899	0.51%	1,000.00
Frank Fehribach	303,724.08	303,724.08	303.7241	0.0000	0.00%	303.7241	0.35%	303.7241	0.28%	1,000.00
Nick Shannon	531,257.83	531,257.83	531.2578	0.0000	0.00%	531.2578	0.61%	531.2578	0.49%	1,000.00
Stephen Schulte	543,434.41	543,434.41	543.4344	0.0000	0.00%	543.4344	0.62%	543.4344	0.50%	1,000.00
Victor McConnell	749,113.61	749,113.61	749.1136	0.0000	0.00%	749.1136	0.86%	749.1136	0.69%	1,000.00
Robert Chapel	777,001.30	777,001.30	777.0013	0.0000	0.00%	777.0013	0.89%	777.0013	0.71%	1,000.00
Doug Hillrichs	369,023.37	369,023.37	369.0234	0.0000	0.00%	369.0234	0.42%	369.0234	0.34%	1,000.00
William Teague	450,584.05	450,584.05	450.5841	0.0000	0.00%	450.5841	0.52%	450.5841	0.41%	1,000.00
John Meindl	280,919.08	280,919.08	280.9191	0.0000	0.00%	280.9191	0.32%	280.9191	0.26%	1,000.00
Cynthia Carr	476,181.36	476,181.36	476.1814	0.0000	0.00%	476.1814	0.55%	476.1814	0.44%	1,000.00
Larry Snyder	210,920.40	210,920.40	210.9204	0.0000	0.00%	210.9204	0.24%	210.9204	0.19%	1,000.00
Taryn Nasr	130,833.02	130,833.02	130.8330	0.0000	0.00%	130.8330	0.15%	130.8330	0.12%	1,000.00
David LaMonte	80,000.00	80,000.00	80.0000	0.0000	0.00%	80.0000	0.09%	80.0000	0.07%	1,000.00
Nick Taglioli	131,587.53	131,587.53	131.5875	0.0000	0.00%	131.5875	0.15%	131.5875	0.12%	1,000.00
Matt McKenzie	213,335.55	213,335.55	213.3356	0.0000	0.00%	213.3356	0.24%	213.3356	0.20%	1,000.00
Bartt Warner	212,580.54	212,580.54	212.5805	0.0000	0.00%	212.5805	0.24%	212.5805	0.20%	1,000.00
Zach Sadau	132,260.86	132,260.86	132.2609	0.0000	0.00%	132.2609	0.15%	132.2609	0.12%	1,000.00
Nicole Montanaro	59,517.39	59,517.39	59.5174	0.0000	0.00%	59.5174	0.07%	59.5174	0.05%	1,000.00
Carlos Flores Rodriguez	107,557.77	107,557.77	107.5578	0.0000	0.00%	107.5578	0.12%	107.5578	0.10%	1,000.00
Holden Godat	107,557.77	107,557.77	107.5578	0.0000	0.00%	107.5578	0.12%	107.5578	0.10%	1,000.00
Joel Gomez	107,557.29	107,557.29	107.5573	0.0000	0.00%	107.5573	0.12%	107.5573	0.10%	1,000.00
Grant Rybak	107,557.77	107,557.77	107.5578	0.0000	0.00%	107.5578	0.12%	107.5578	0.10%	1,000.00
Unallocated	0.00	0.00	0.0000	21,800.0000	100.00%	0.0000	0.00%	21,800.0000	20.00%	1,000.00
Total	**87,200,000.00**	**87,200,000.00**	**87,200.0000**	**21,800.0000**	**100.00%**	**87,200.0000**	**100.0%**	**109,000.0000**	**100.00%**	

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/07/2026

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 McGriff, a Marsh & McLennan Agency LLC Company 3400 Overton Park Drive SE Suite 300 Atlanta, GA 30339	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 404 497-7500 **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED VMG Parent Holdings, LP 2515 McKinney Avenue Suite 1500 Dallas, TX 75201	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Hartford Insurance Co **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** LFR6FAES **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [ ] LOC OTHER:			22 SBA BK1095	06/01/2025	06/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY [X] HIRED AUTOS ONLY SCHEDULED AUTOS [X] NON-OWNED AUTOS ONLY			22 SBA BK1095	06/01/2025	06/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] **UMBRELLA LIAB** OCCUR **EXCESS LIAB** CLAIMS-MADE DED [X] RETENTION $ 10,000			22 SBA BK1095	06/01/2025	06/01/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
								$ $ $ $ $

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

Nassau County Comptroller's Office is an additional insured where required by written contract.

CERTIFICATE HOLDER

Nassau County Comptroller's Office
240 Old Country Road
New York, 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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/09/2026

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 McGriff, a Marsh & McLennan Agency LLC Company 3400 Overton Park Drive SE Suite 300 Atlanta, GA 30339	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 404 497-7500 **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED VMG Parent Holdings, LP 2515 McKinney Avenue Suite 1500 Dallas, TX 75201	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Indian Harbor Insurance Co. **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** Q65LCN8E **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	☐ **COMMERCIAL GENERAL LIABILITY** ☐ CLAIMS-MADE ☐ OCCUR ☐ ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG ☐	$ $ $ $ $ $ $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☐						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) ☐	$ $ $ $ $
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE ☐	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below						☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Cyber Liability			MTP9047442 01	06/01/2025	06/01/2026	Aggregate	$ 5,000,000 $ $ $ $

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

The certificate holder is an additional insured where required by written contract.

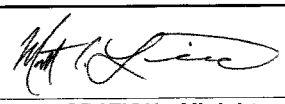
CERTIFICATE HOLDER

Nassau County Comptroller's Office
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



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Hon. Elaine Phillips
Nassau County Comptroller

Charles J. Casolaro, Esq.
Chief Counsel

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

DELAY-JUSTIFICATION MEMO

To: **Robert Cleary, Chief Procurement and Compliance Officer**

Fr: **Charles J. Casolaro, Esq., Chief Counsel, Office of the Comptroller**

Re: **Contract Amendment Approval – VMG Holdings d/b/a VMG Health, Inc.**

Date: **April 6, 2026**

VMG Health, Inc. ("VMG") are the County's Plan Administrator in reviewing, analyzing and auditing claims submitted by a County Employee who makes a claim for reimbursement pursuant to Ordinance 82-2006 which established the Smart Savings Program.

The County, through the Comptroller's office, seeks to Amendment its original contract with VMG Mayer for an additional three (3) audit years with each year covering the period from fiscal year ending December 31, 2026, through completion of audit services for each respective fiscal year, through fiscal year ending December 31, 2028, with a one (1) year renewal option for January 1, 2029 to December 31,2029.

The fee under this Amendment also adds $50,000.00 as a maximum amount with each claim process not to exceed $1,800.00 per claim.

The delay in the routing of this Amendment through the ECRS system is for multiple reasons but should not be construed in any way as a reflection of the County's need and desire for this service. Foremost, the Comptroller's office is directing a very large and significant RFP process known as "Nassau Forward," to select the new, county-wide financial soft-ware system. This would make the engaging in a separate RFP process, at this time, nearly impossible, since a significant number of Comptroller Accounting and General Staff are working on the Nassau

Forward Project. Secondly, the County is very satisfied with the work product by VMG and amending the existing contract will only serve to benefit Nassau County. VMG is intimately familiar with the County's health buy-back program, which will prove cost saving. Thirdly, the parties were engaged in good faith negotiations that took some time to finalize.

As the County requires the services provided by VMG and is more than satisfied with their work-product, and in further consideration of the above, the Comptroller's Office strongly recommends approval of this Amendment.