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. 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

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)
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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:**
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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)

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"

PB 501 12-10-98
Family Units
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

377-98

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: Anita M Caudle

COMPTROLLER

BY: Frederick Sadler

FORM APPROVED

BY: Kathleen Wenner Fox
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.

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.

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 _____ (Thomas Eliasi) _____ 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

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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

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BIDDER SIGN HERE _____ **BIDDER**

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

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

****

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*

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**

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								
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								

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								
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								

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								
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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
RECEIVED
NASSAU COUNTY
COMPTROLLER'S OFFICE
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.

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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?
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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.

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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.

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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



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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

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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.

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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.)

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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?
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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.

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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

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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.

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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

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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?
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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.

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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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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?
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e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
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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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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.

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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.

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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.

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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, 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

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:
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

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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.

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: 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.

   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, 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

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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

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: 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
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OLD WESTBURY, NY 11568

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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:

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

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.

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.

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

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:
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.

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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.

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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 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

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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.

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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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The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/09/2024

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	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.

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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.

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, 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.

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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		

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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.

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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?
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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, 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.

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: [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

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

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.

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 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, 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.

CERTIFICATION

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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

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: [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?
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?
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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?
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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

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.

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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?
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9.
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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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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.

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.

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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

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: 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.

Search Results New Search

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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

Please take notice, that the within is a true
copy of a
duly entered in the within named
Court, and filed in the office of the
Clerk on
day of
19
Yours, &c.

JOHN H. BORRIE,
Attorney for
Office and Post Office Address
DENTON BUILDING
HICKSVILLE, NEW YORK
To
Esq.
Attorney for

Please take notice that the within
will 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
HICKSVILLE, NEW YORK
To
Esq.
Attorney for

County Clerk's File No. Year 19

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
HICKSVILLE, 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

Secretary of State
By

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

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: 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

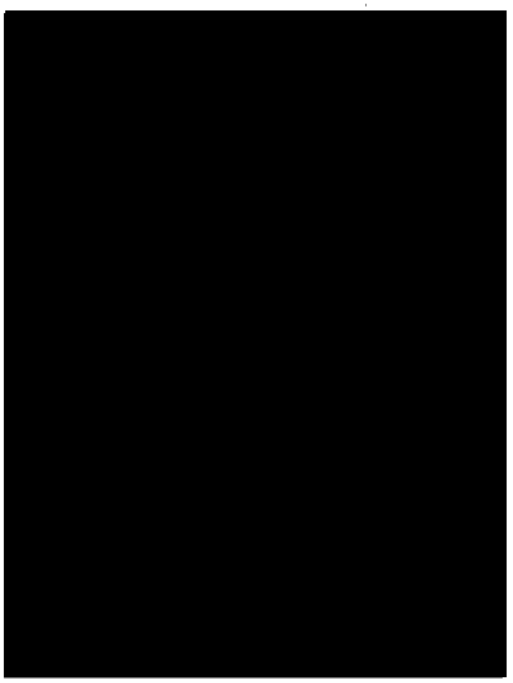
	June 30, 2024	June 30, 2023
ASSETS		
Current Assets		
Cash		
Accounts receivable		
Fuel tax refunds receivable		
Payroll tax credits receivable		
Prepaid expenses		
Prepaid income taxes		
Deposits on equipment		
Total Current Assets		
Property and Equipment, net		
Land		
Building and improvements		
Revenue 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

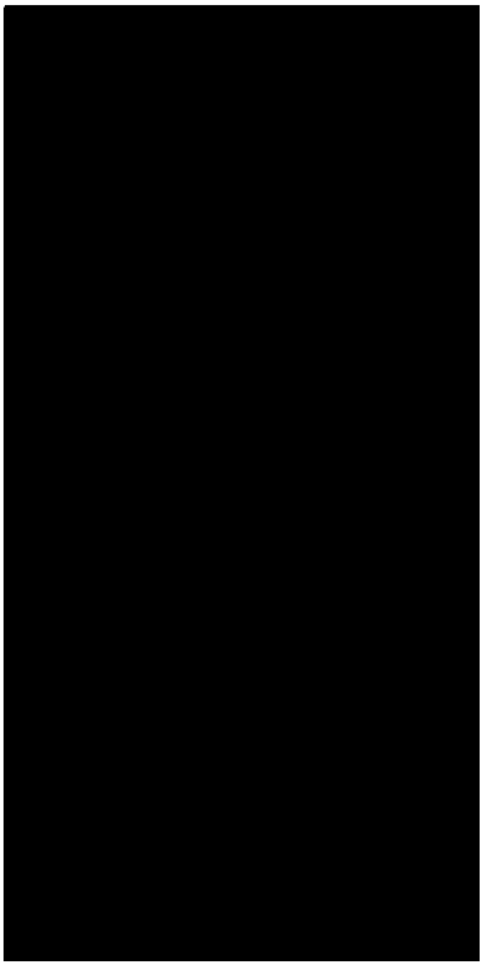
	Year Ended June 30,	
	2024	2023
SHAREHOLDERS' EQUITY		
COMMON STOCK		
Guardian Bus Company Inc. (an S-Corporation)		
Common stock, $1.00 par value		
100 Shares Authorized, issued and outstanding		
Professional Bus Service Maintenance Inc. (an S-Cor		
Common Stock, $1.00 par value		
100 Shares authorized, 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.

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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

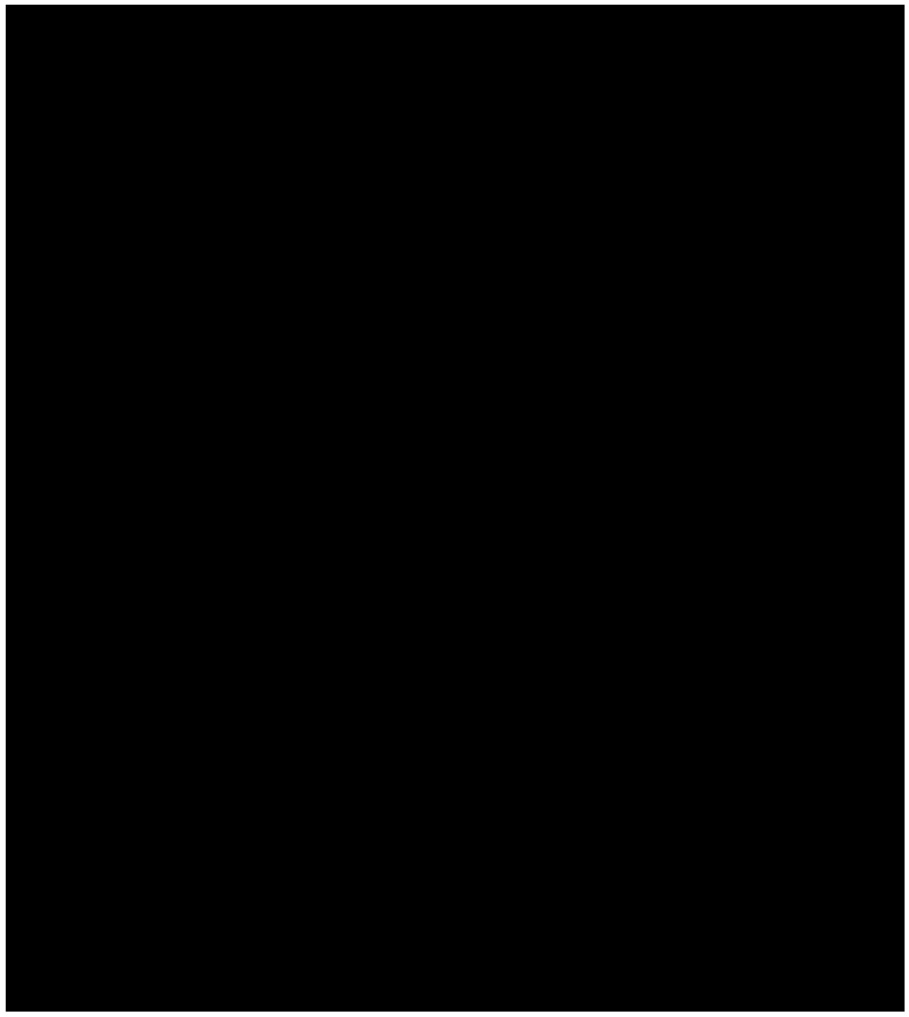
	95-01 98th St. LLC	97-30 Atlantic LLC	Reclassifications/ Eliminations	Combined
Common Stock				
Balance, beginning and end of year	[redacted]			
Retained Earnings				
Balance, beginning of year				
Distributions to shareholders				
Net Income				
Balance, end of year				
Members' Equity				
Balance, 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.

[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.

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
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:	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

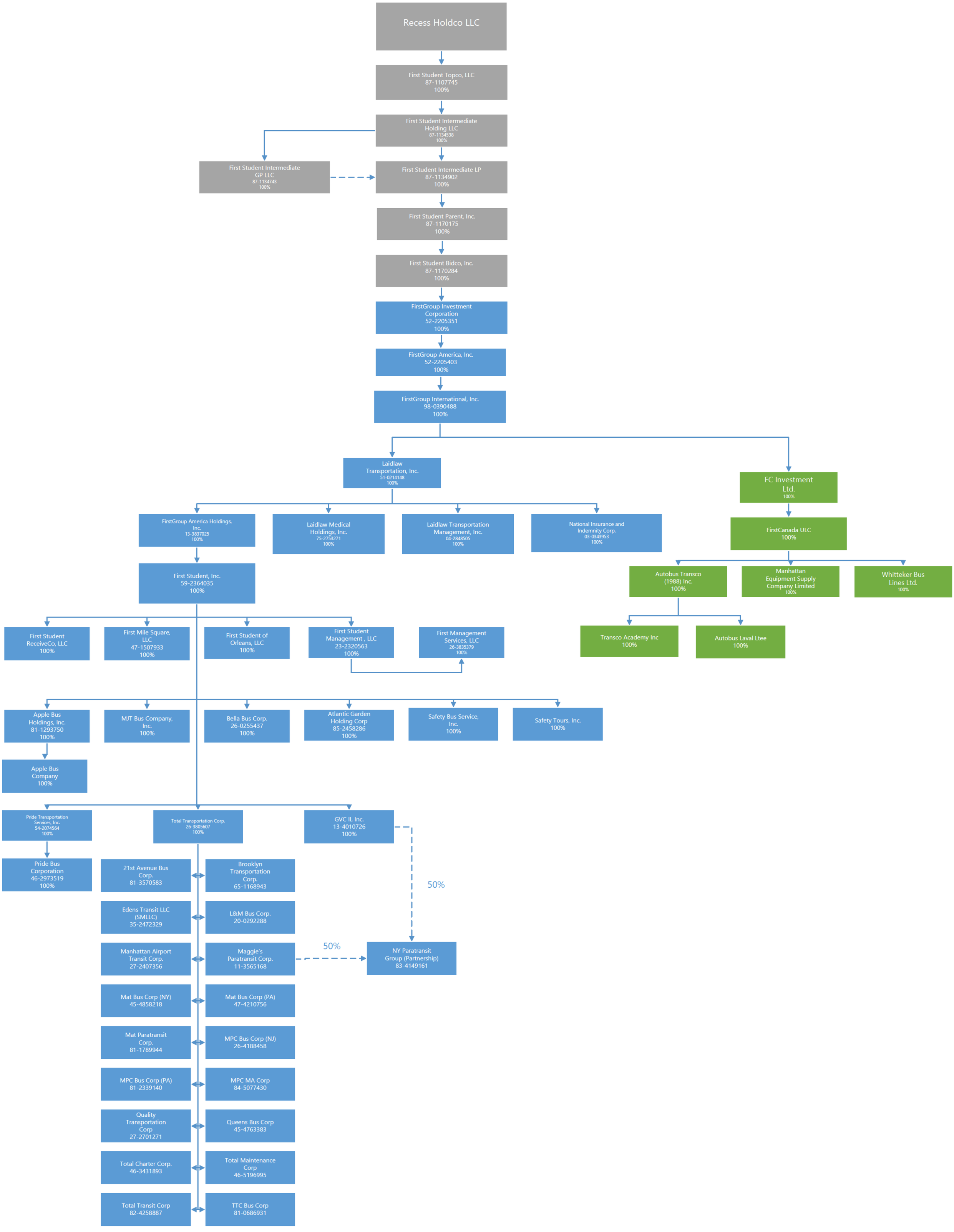
Electronically signed and certified at the date and time indicated by:
John Kenning JOHN.KENNING@FIRSTSTUDENTINC.COM

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.

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.

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

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

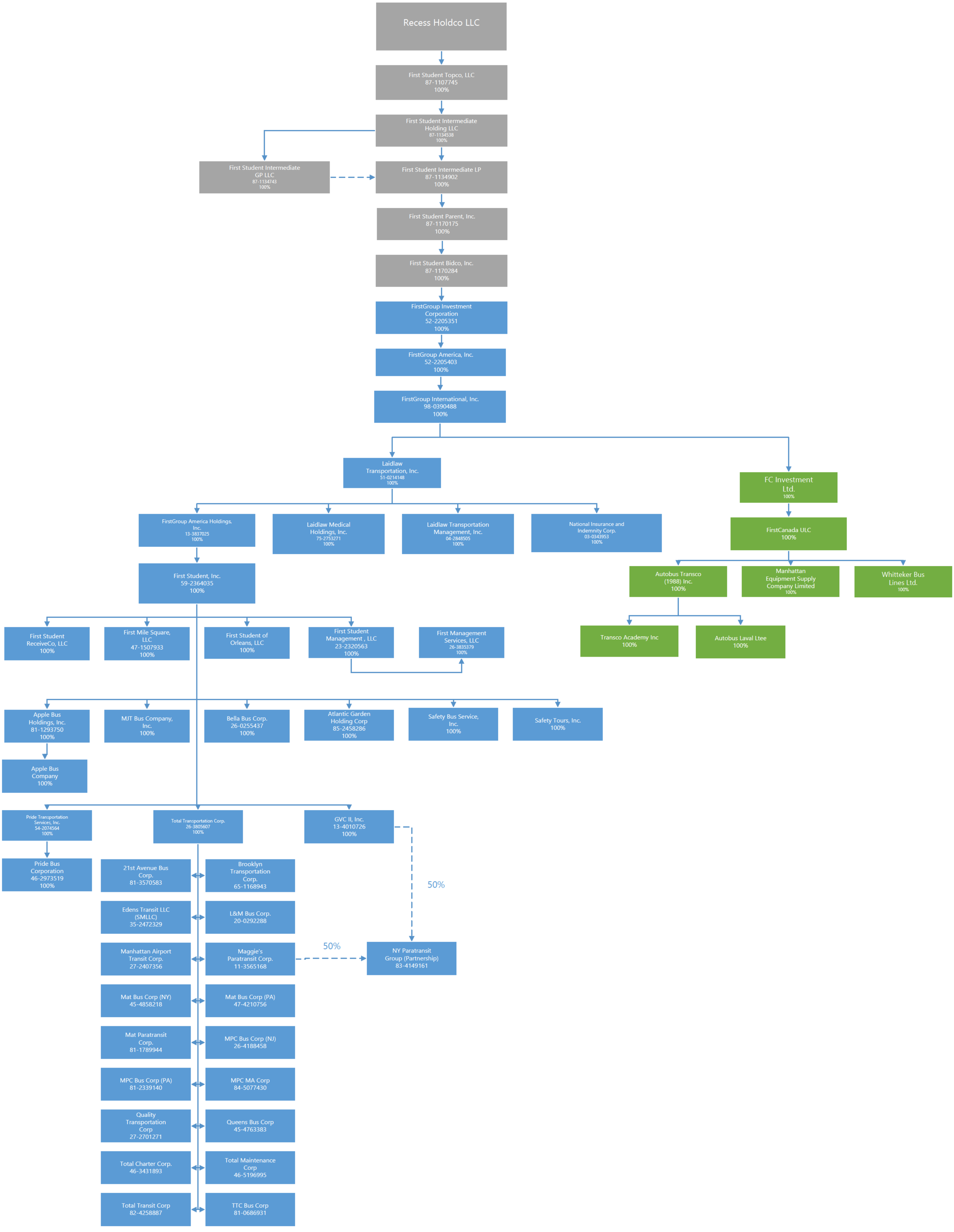
Electronically signed and certified at the date and time indicated by:
Joe Schwaderer JOE.SCHWADERER@FIRSTSTUDENTINC.COM

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%
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100%
Autobus Laval Ltee
100%
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100%
Atlantic Garden Holding Corp
85-2458286
100%
Safety Bus Service, Inc.
100%
Safety Tours, Inc.
100%
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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:

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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.

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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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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 *

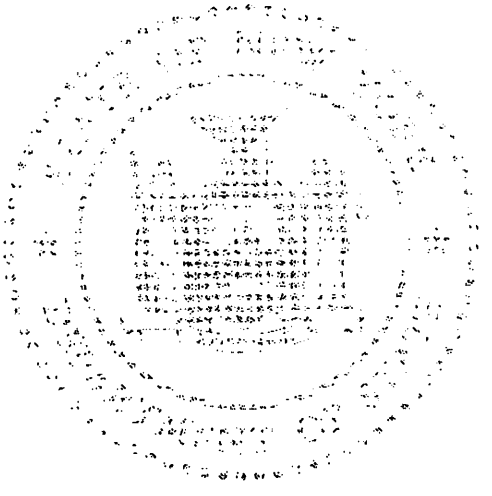
FILED:10/10/2003 DURATION:PERPETUAL CASH#:031010000664 FILM #:031010000643

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

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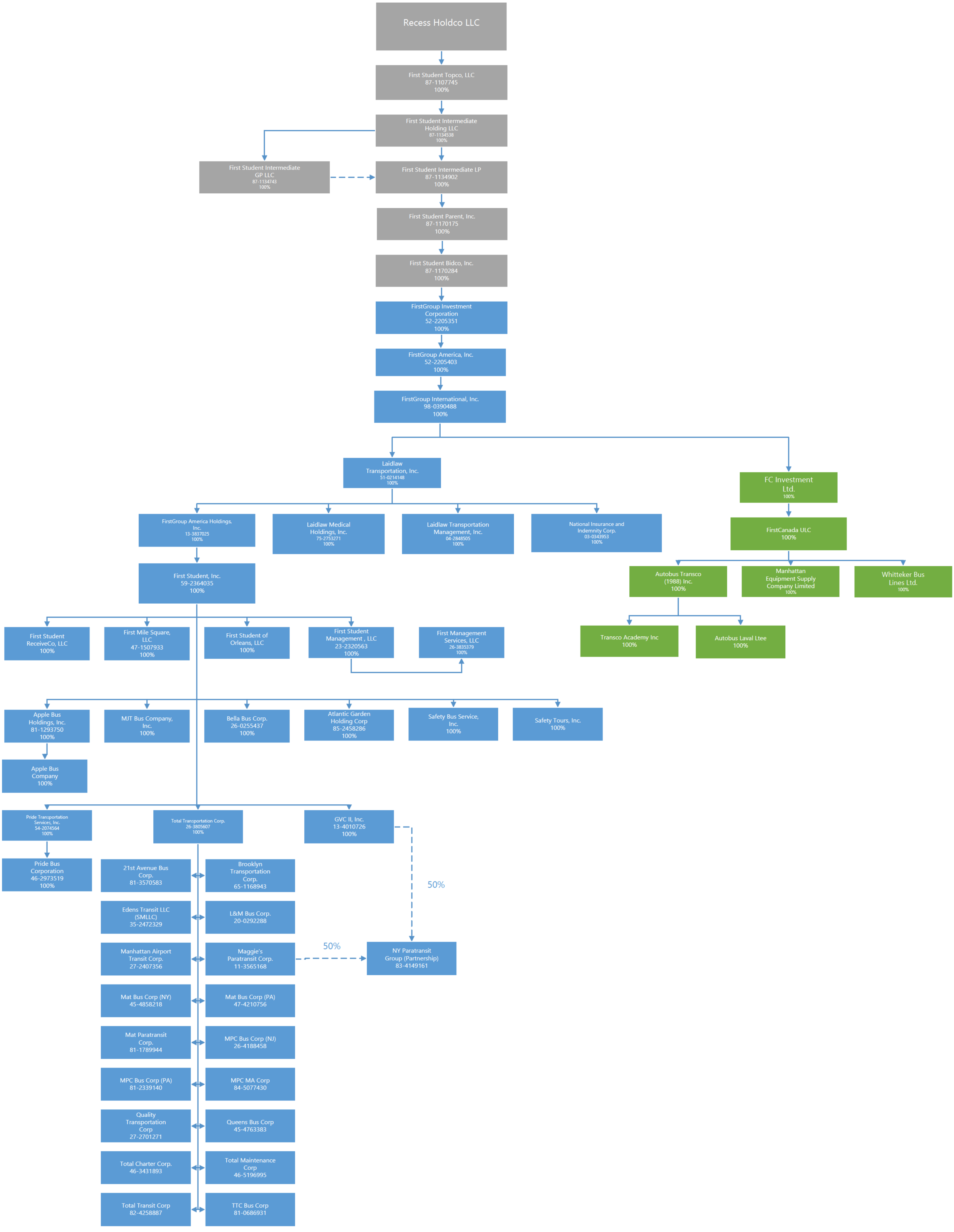
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Recess Holdco LLC
First Student Topco, LLC
87-1107745
100%
First Student Intermediate Holding LLC
87-1134538
100%
First Student Intermediate GP LLC
87-1134743
100%
First Student Intermediate LP
87-1134902
100%
First Student Parent, Inc.
87-1170175
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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Please note that L&M Bus Corp.is a subsidiary of First Student Inc.

Recess Holdco LLC

CONSOLIDATED FINANCIAL STATEMENTS

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Consolidated Balance Sheets....6
Consolidated Statements of Changes in Member's Capital....7
Consolidated Statements of Cash Flows....8
Notes to the Consolidated Financial Statements....10

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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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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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	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

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.

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.

Confidential and Proprietary

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%.

THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE NYS FREEDOM OF INFORMATION LAW

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.

[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.

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

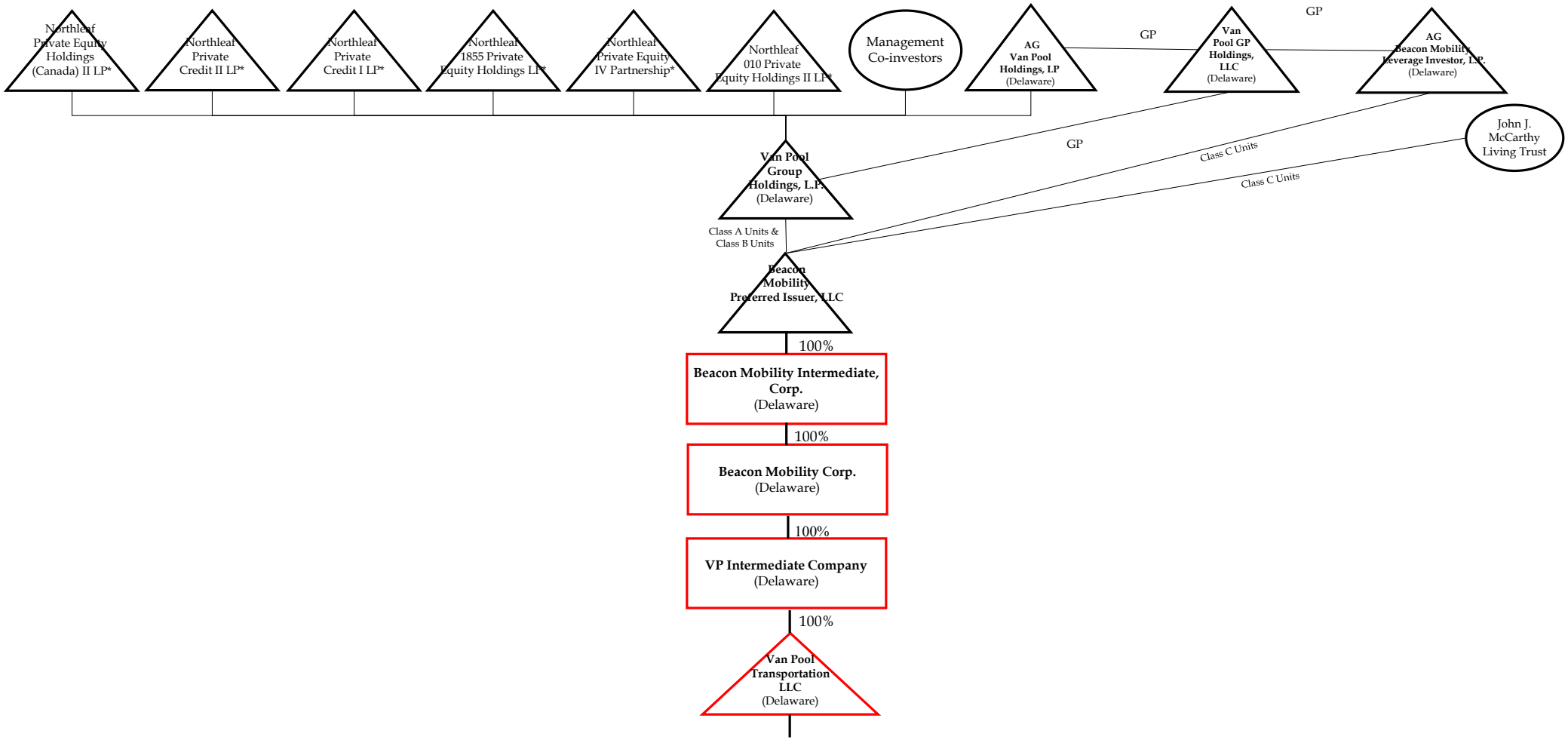
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

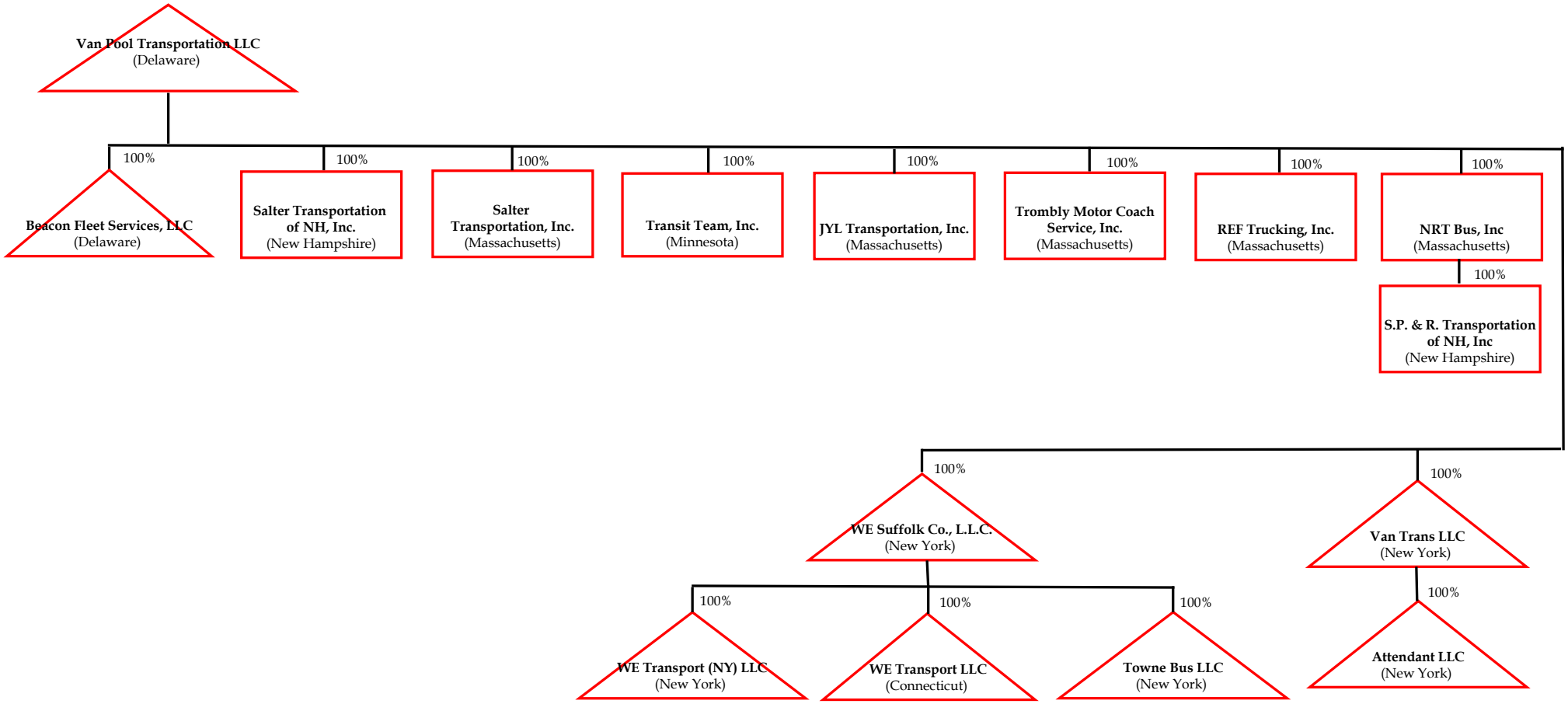
Name of submitting business: We Transport Inc

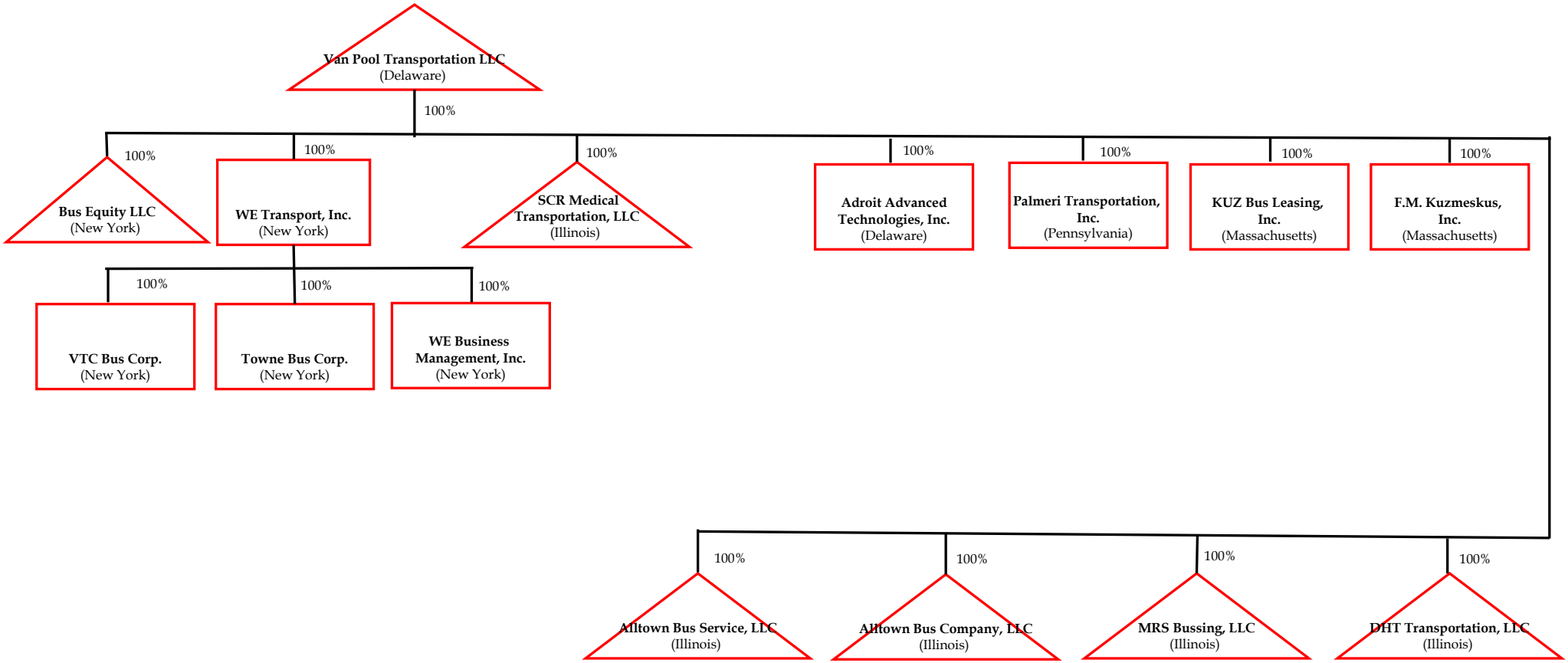
Electronically signed and certified at the date and time indicated by:
Erin Sharkey ERINS@WETRANSPORT.COM

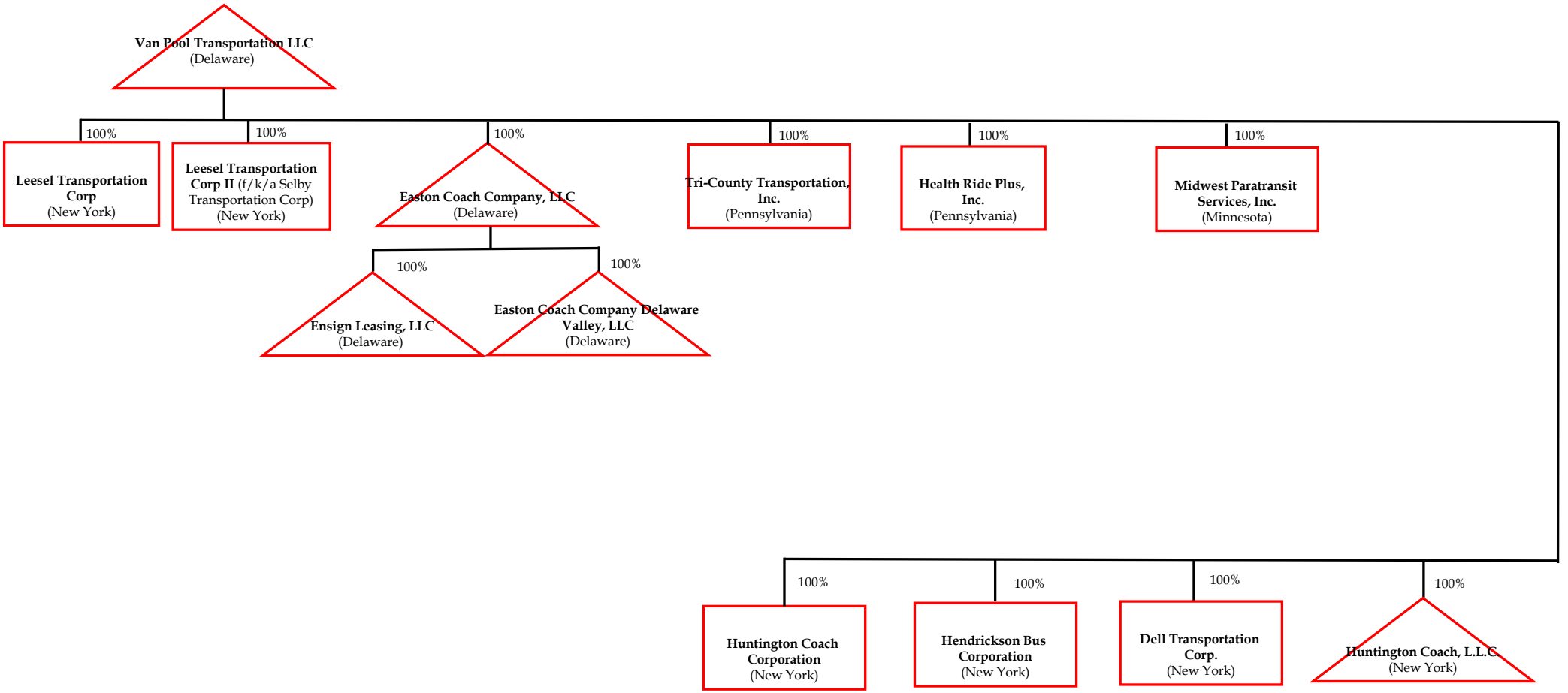
Customer Account Manager
Title

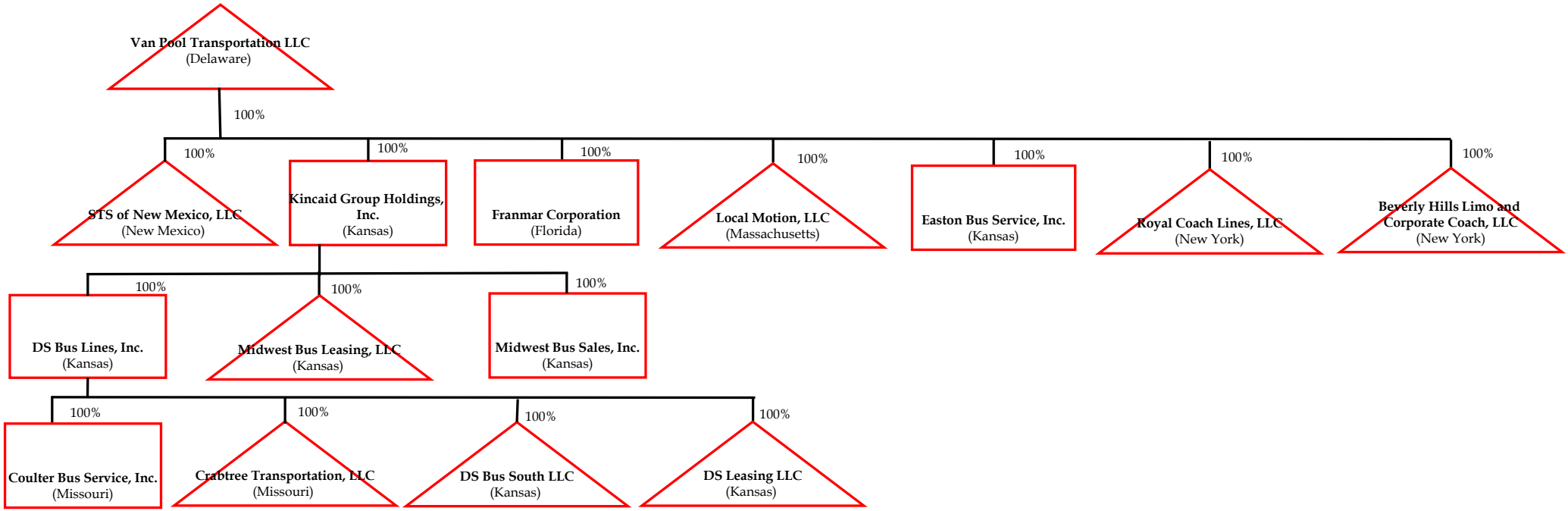
04/10/2026
Date

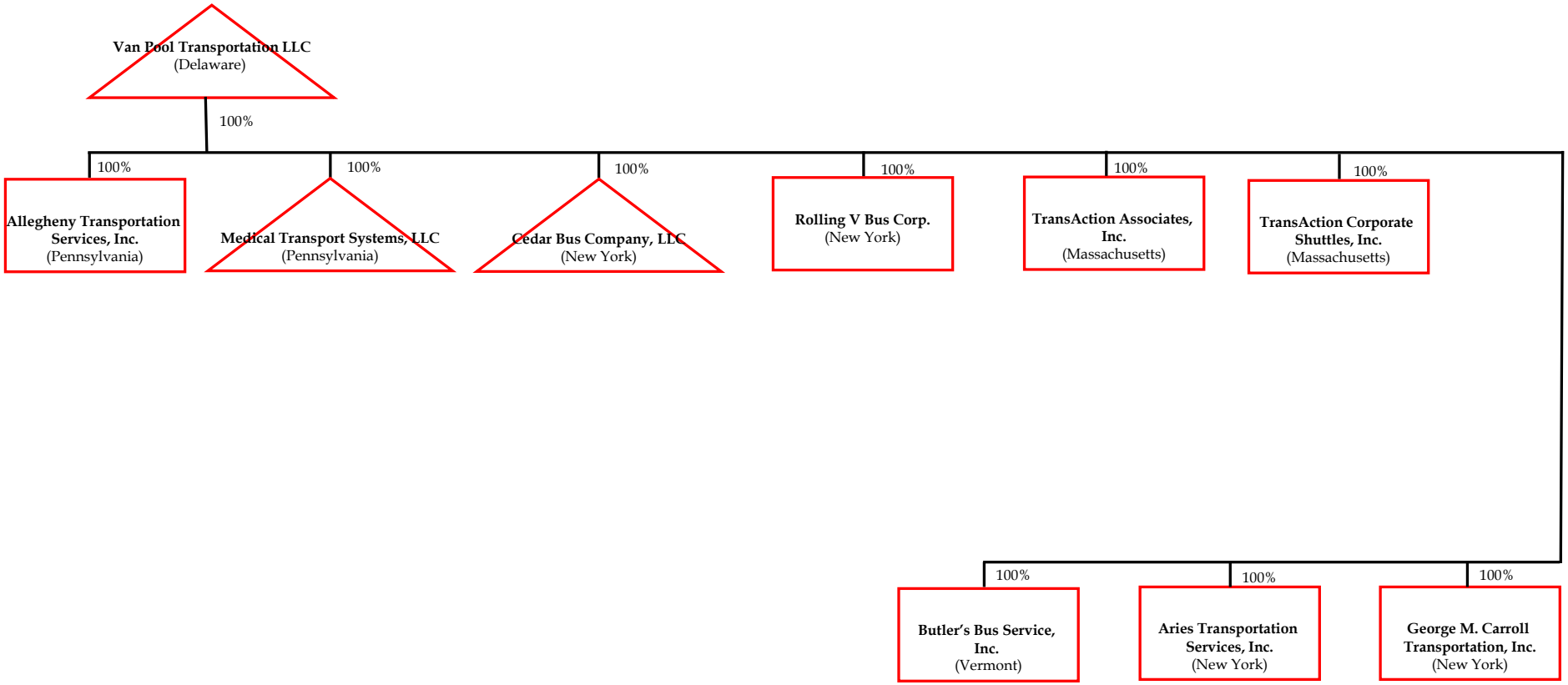

Northleaf Private Equity Holdings (Canada) II LP*
Northleaf Private Credit II LP*
Northleaf Private Credit I LP*
Northleaf 1855 Private Equity Holdings LP*
Northleaf Private Equity IV Partnership*
Northleaf 010 Private Equity Holdings II LP*
Management Co-investors
AG Van Pool Holdings, LP (Delaware)
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

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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.

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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 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 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

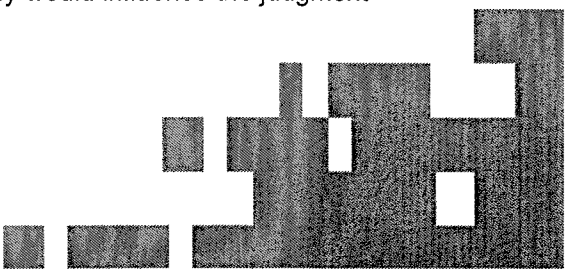
Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation 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

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

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:

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- Huntington Coach Corporation

It appears that the vendor potentially failed to disclose the following affiliated companies:

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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
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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>
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.

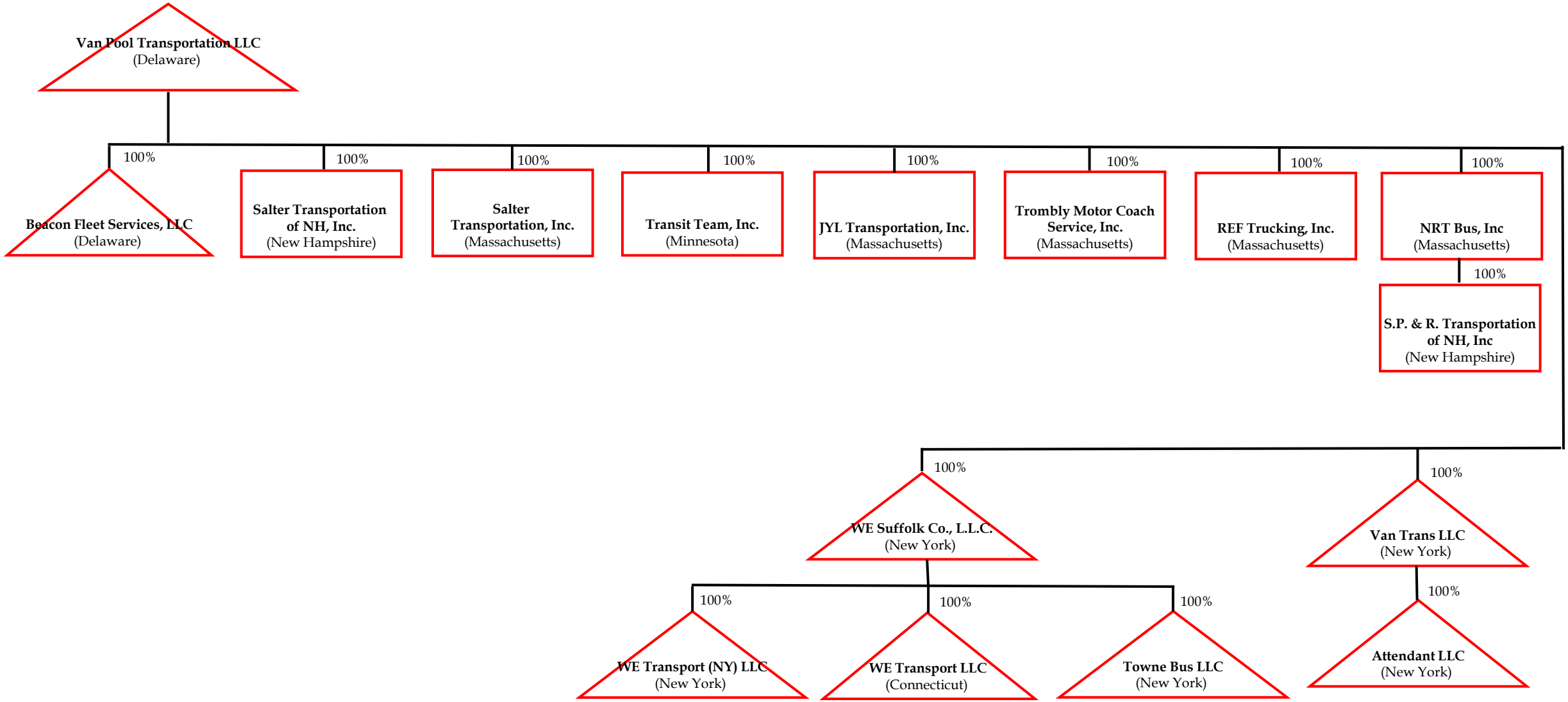
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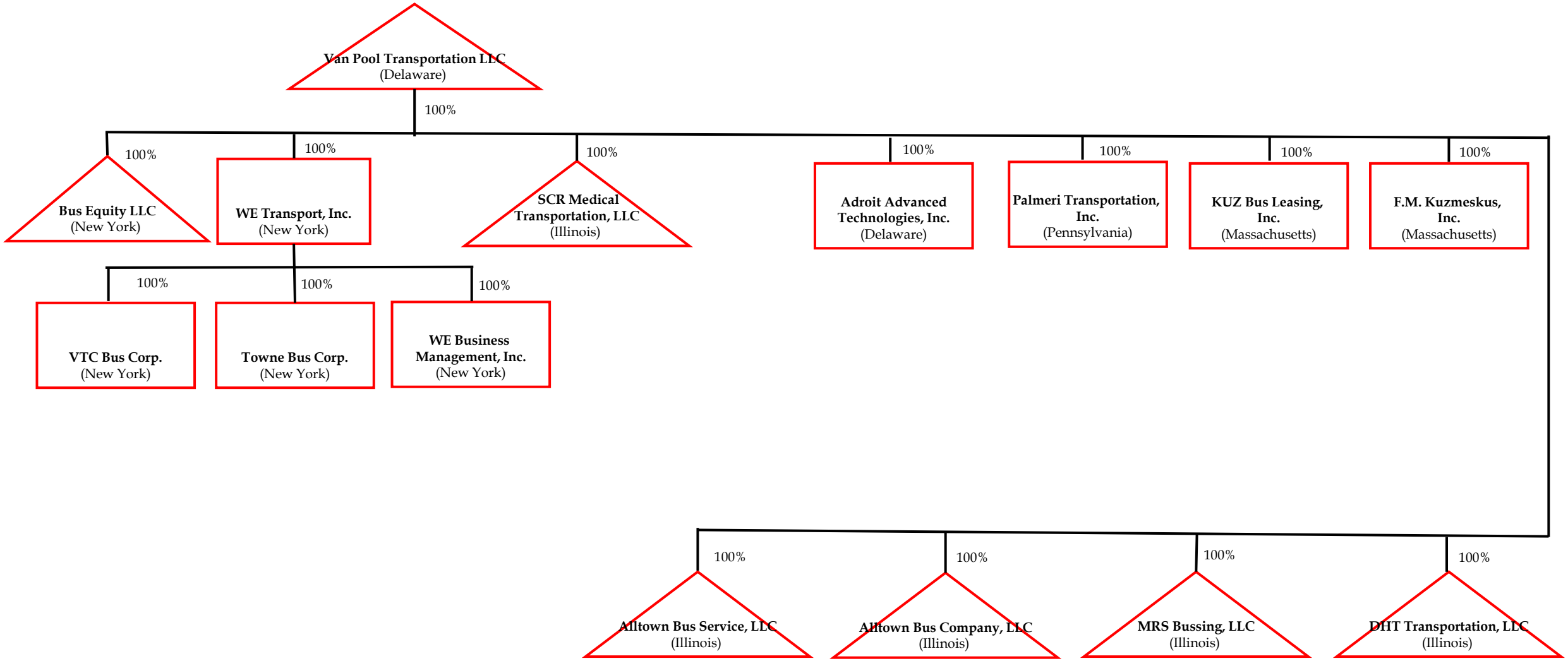
Yours

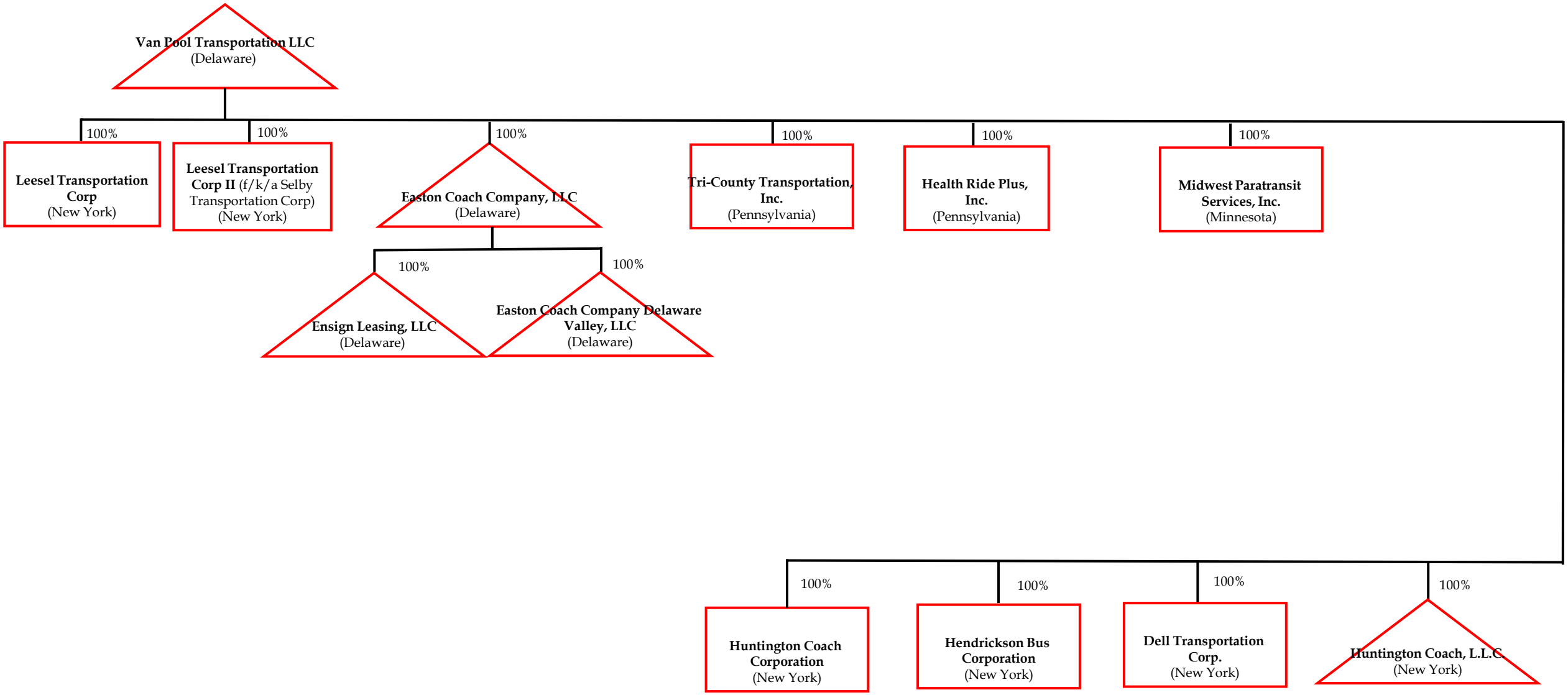
Bryony Chamberlain
Regional Vice President of Operations
Long Island

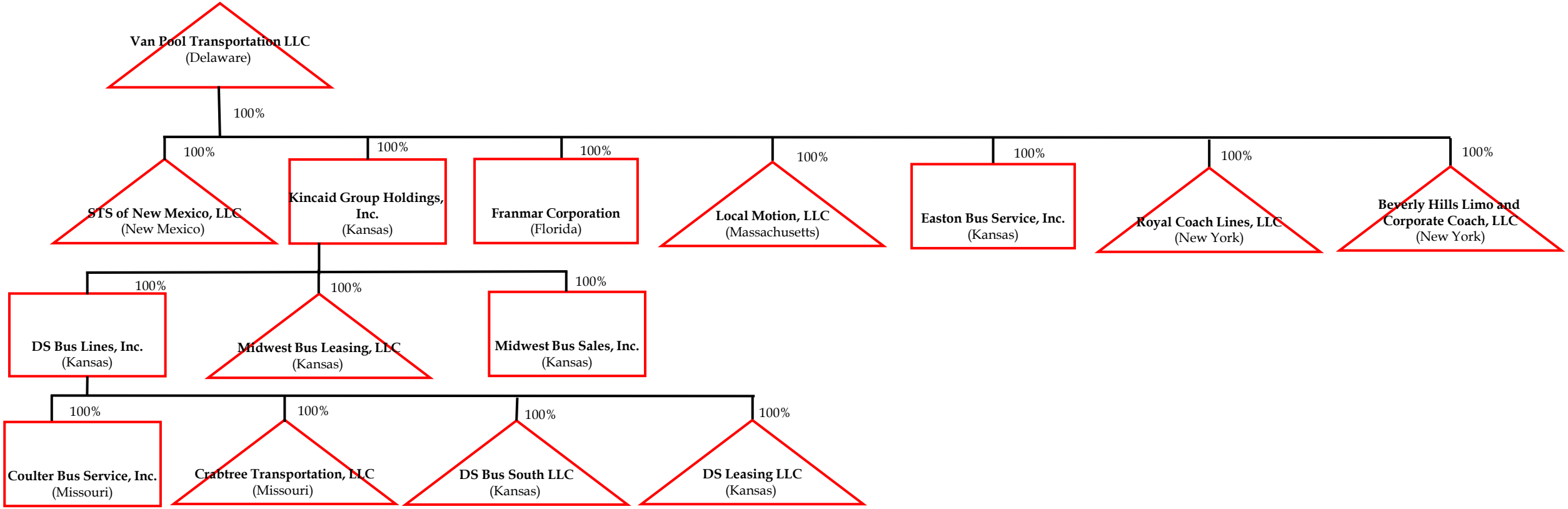
Cell (516) 913-3859

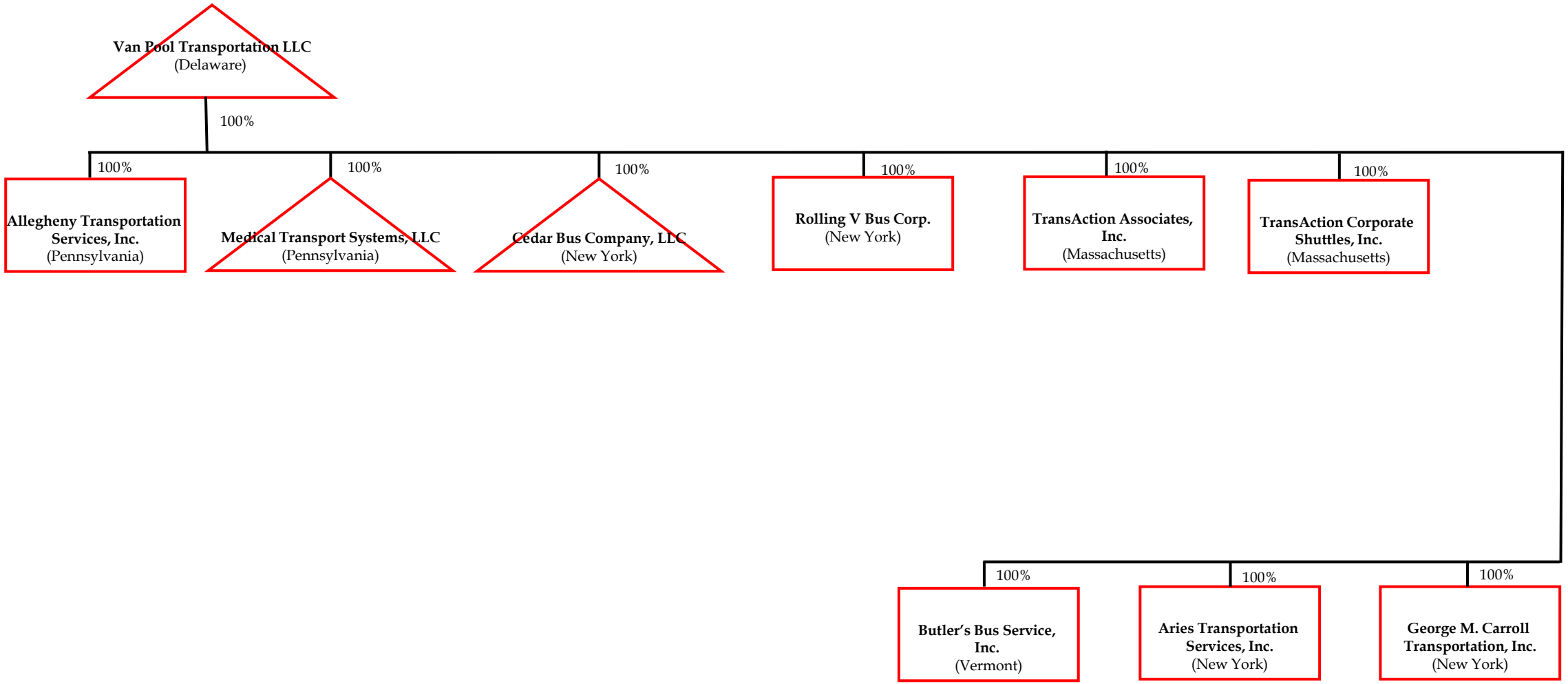
BEACON
MOBILITY


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

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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

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To: Kiefer Light <klight@gobeacon.com>; Bryony Chamberlain <BChamberlain@gobeacon.com>
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Nassau County Department of Health
Fiscal Department
dnaftol@nassaucountyny.gov
Phone: (516) 227-8598

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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

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Bryony,

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- We Logistics LLC

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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

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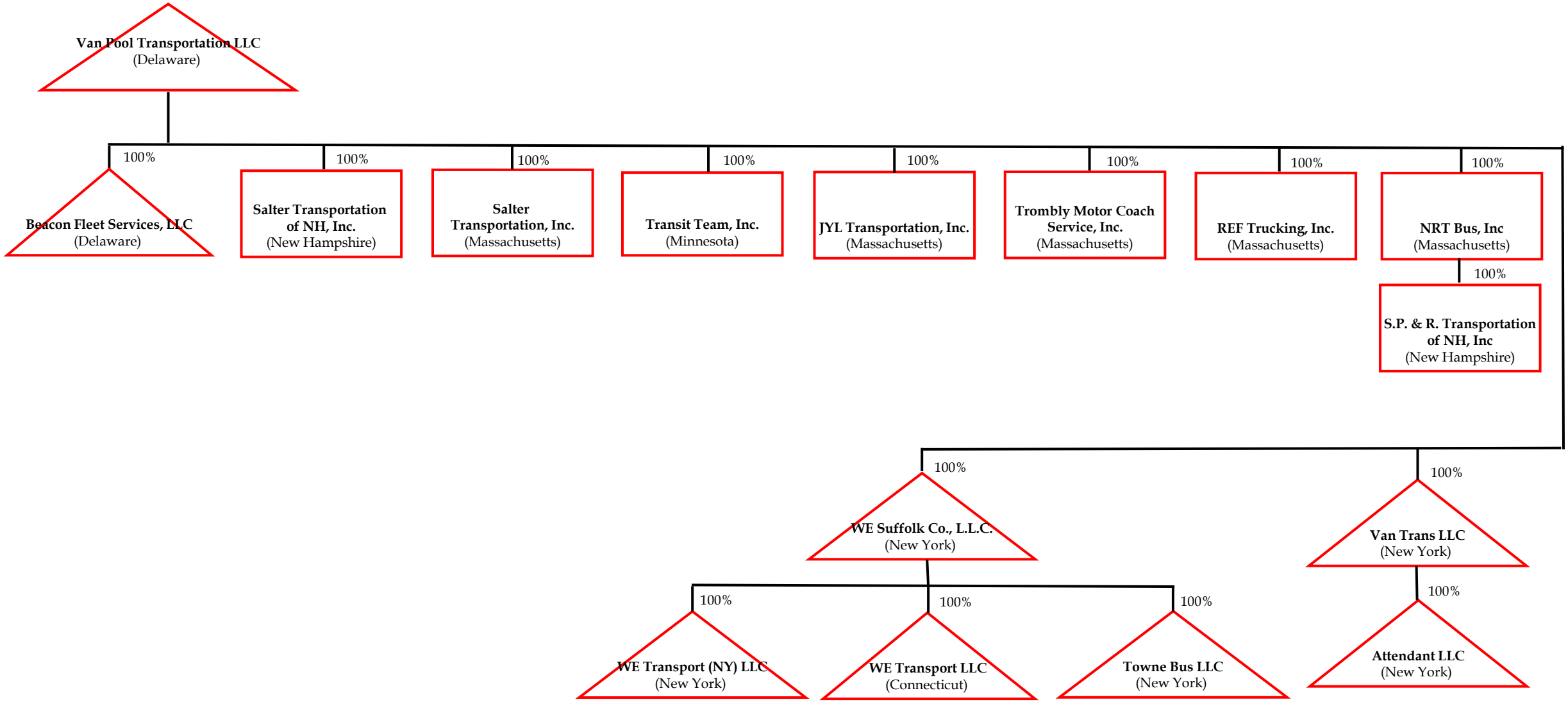
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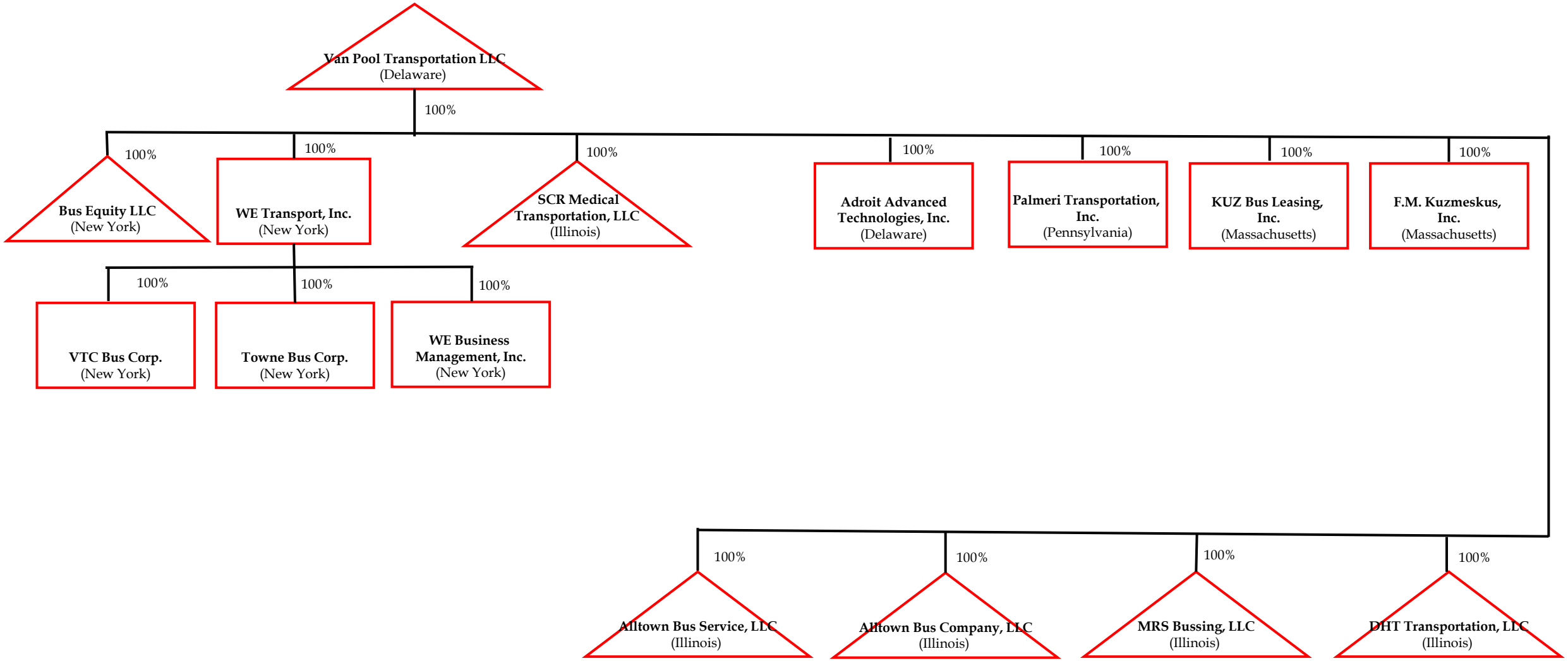
Yours

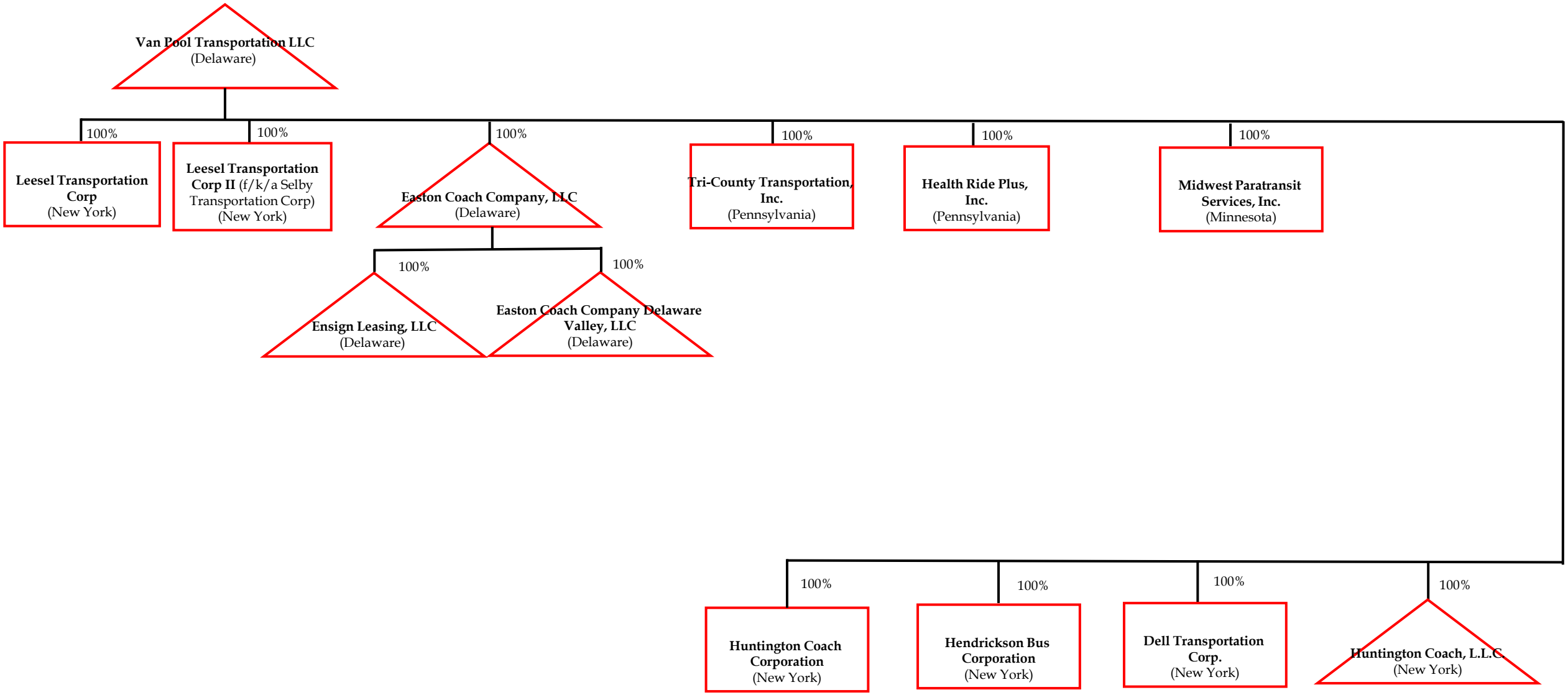
Bryony Chamberlain
Regional Vice President of Operations
Long Island

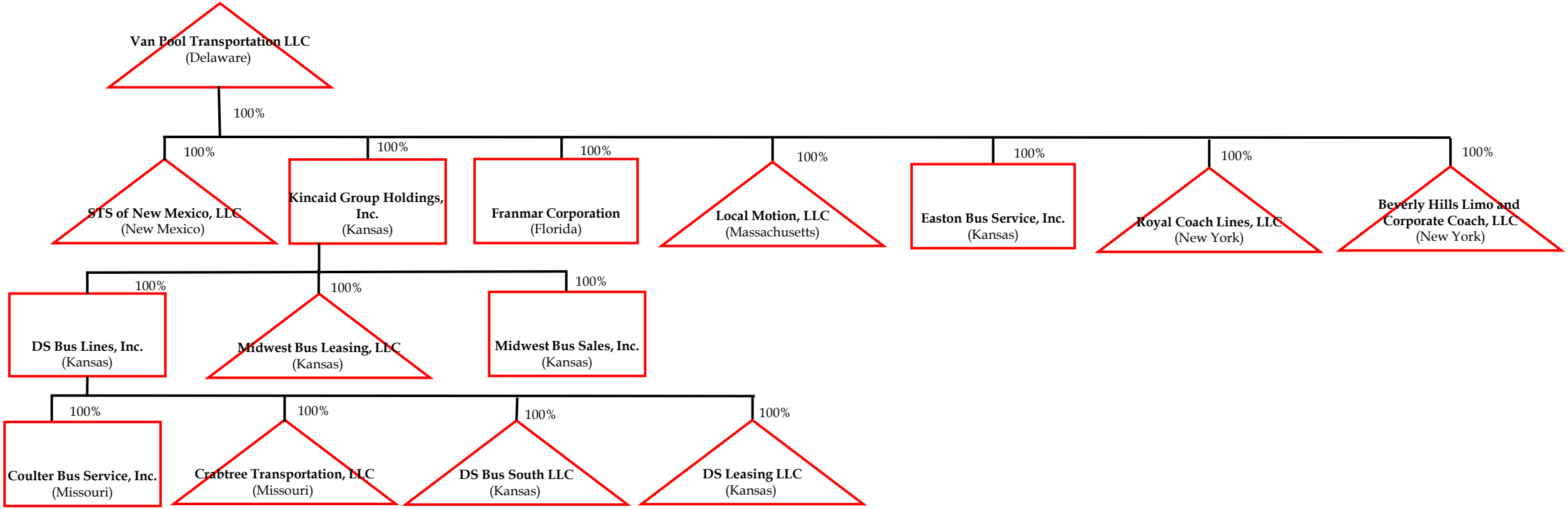
Cell (516) 913-3859

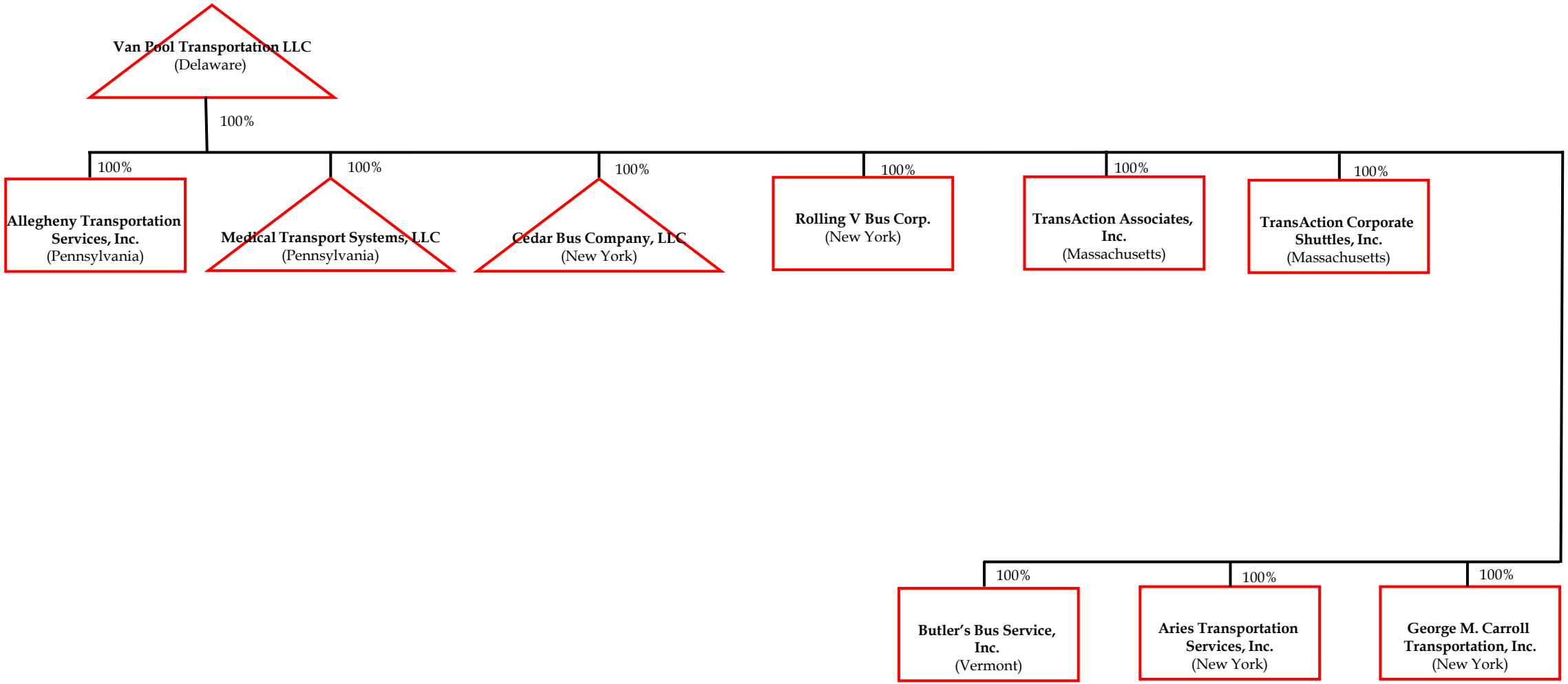
BEACON
MOBILITY


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: 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

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:
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.

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

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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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

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

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

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

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PRODUCER 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

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INSURER C :	
INSURER D :	
INSURER E :	
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INSURED
WE Transport, Inc.
75 Commercial Street
Plainview, NY 11803

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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
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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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.

CERTIFICATION

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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.

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

1. Principal Name: mark 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?
   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, 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

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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.

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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