

E-58-18

NIFS ID:CQAT18000005 Department: County Attorney**Capital:**

SERVICE: 2018 court reporting services

Contract ID #:CQAT18000005 NIFS Entry Date: 14-MAR-18 Term: from to

New
Time Extension:
Addl. Funds:
Blanket Resolution:
RES#

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

Vendor Info:	
Name: Veritext New York Reporting Co.	Vendor ID#: 203132569
Address: 330 Old Country Road Suite 300 Mineola, NY 11501	Contact Person: Coleen Colletouri
	Phone: 516-608-2425

Department:	
Contact Name: Mary Nori	
Address: 1 West Street Mineola, NY 11051	
Phone: 516-571-6083	

RECEIVED
 NASSAU COUNTY
 OFFICE OF THE
 COUNTY ATTORNEY
 2018 APR 27 A 11:28

Routing Slip

Department	NIFS Entry: X	14-MAR-18 -- MREYNOLDSAT
Department	NIFS Approval: X	14-MAR-18 -- DGRIPPO
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	30-MAR-18 -- APERSICH
OMB	NIFS Approval: X	30-MAR-18 -- JDEVITO1
County Atty.	Insurance Verification: X	15-MAR-18 -- AAMATO
County Atty.	Approval to Form: X	15-MAR-18 -- DMCDERMOTT

Dep. CE	Approval: X	27-APR-18 -- HWILLIAMS
Leg. Affairs	Approval/Review: X	09-APR-18 -- MREYNOLDS
Legislature	Approval:	
Comptroller	NIFS Approval:	
NIFA	NIFA Approval:	

Contract Summary

Purpose: Services to be provided by the contractor under this Agreement shall consist of stenography services on an as-needed basis.
Method of Procurement: The contractor was selected pursuant to an RFP. The contract was entered into after a written request for proposals was issued 11/16/17. Proposals were due 12/4/17. Eight contractors responded to the RFP. The proposals were scored and ranked. As a result of the scoring and ranking, the three (3) highest ranking proposers were selected.
Procurement History: See above
Description of General Provisions: As described above
Impact on Funding / Price Analysis: We are encumbering \$40,000 now but the life of the contract is \$250,000
Change in Contract from Prior Procurement: N/A
Recommendation: (approve as submitted) Approve as submitted

Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	ATGEN					
Control:	1100	Revenue		1	atgen1100/de50H	\$ 40,000.00
Resp:		Contract:				\$ 0.00
Object:	de50H	County	\$ 40,000.00			\$ 0.00
Transaction:		Federal	\$ 0.00			\$ 0.00
Project #:		State	\$ 0.00			\$ 0.00
Detail:		Capital	\$ 0.00			\$ 0.00
		Other	\$ 0.00			\$ 0.00
		TOTAL	\$ 40,000.00		TOTAL	\$ 40,000.00

RENEWAL	
% Increase	
% Decrease	

NIFA Nassau County Interim Finance Authority

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

1. **Vendor:** Veritext New York Reporting Co.

2. **Dollar amount requiring NIFA approval:** \$40000

Amount to be encumbered: \$40000

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:** 5 years from execution

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:**

Services to be provided by the contractor under this Agreement shall consist of stenography services on an as-needed basis.

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

Nassau County Attorney as to form Y

Nassau County Committee and/or Legislature

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

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

Contract ID	Date	Amount

AUTHORIZATION

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

APERSICH

30-MAR-18

Authenticated User

Date

COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Authenticated User

Date

NIFA

Amount being approved by NIFA:

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

Authenticated User

Date

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

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

NIFA reserves the right to request additional information as needed.

RULES RESOLUTION NO. – 2018

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN
THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU
COUNTY ATTORNEY AND VERITEXT LEGAL SOLUTIONS

WHEREAS, the County has negotiated a personal services agreement with Veritext Legal Solutions to provide stenographic court reporting services to the Department, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorize the County Executive to execute the said agreement with Veritext Legal Solutions.

11/27/17
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2018 APR 27 A 11:28

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: Veritext Legal Solutions

CONTRACTOR ADDRESS: 330 Old Country Road, Mineola, NY 11501

FEDERAL TAX ID #: 203 132 569

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 11/16/2017 [date]. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday and County website [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on 12/4/2017 [date]. Eight [state #] proposals were received and evaluated. The evaluation committee consisted of: Three attorneys from the County Attorneys Office, consisting of Lisa LoCurto, Daniel Grogware and Sighla M. Lynch

_____ (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



Date

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



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

Veritext Corp has not contributed to campaign committees of any of the Nassau County elected Officials stated above.

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: Veritext Corp.

Dated: 02/28/2018

Signed: [Signature]

Print Name: Thomas Esposito

Title: Regional Vice President - NY

There are NO Principals that have a 10% or greater ownership interest in the company

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 Esposito
Date of birth [REDACTED]
Home address [REDACTED]
City/state/zip [REDACTED]
Business address 330 Old Country Road Suite 300
City/state/zip Maceda NY 11501
Telephone 212-812-9782
Other present address(es) _____
City/state/zip _____
Telephone _____
List of other addresses and telephone numbers attached _____
2. Positions held in submitting business and starting date of each (check all applicable)
President ____/____/____ Treasurer ____/____/____
Chairman of Board ____/____/____ Shareholder ____/____/____
Chief Exec. Officer ____/____/____ Secretary ____/____/____
Chief Financial Officer ____/____/____ Partner ____/____/____
Vice President 2 / 1 / 2017 ____/____/____
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
YES ____ NO ☒ If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ____ NO ☒ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ____ NO ☒ If Yes, provide details.

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

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency?
 YES ____ NO ☒ If Yes, provide details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO ☒ If Yes, provide details for each such instance.
 - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ____ NO ☒ If Yes, provide details for each such instance.
 - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO ☒ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES ____ NO ☒ If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? YES ____ NO ☒ If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES ____ NO ☒ If Yes, provide details for each such charge.
 - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ____ NO ☒ If Yes, provide details for each such conviction.

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

CERTIFICATION

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

I, Thomas Esposito, 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 13th day of March 2018

Ashley M Termini
Notary Public

ASHLEY M TERMINI
Notary Public, State of New York
No. 01TE6316011, Qual. in Suffolk County
Commission Expires November 17, 2018

VeriText
Name of submitting business

Thomas Esposito
Print name

[Signature]
Signature

LVP
Title

08 / 12 / 2018
Date

Note: I do not own >10% of the equity

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name Nancy Josephs
Date of birth [REDACTED]
Home address [REDACTED]
City/state/zip [REDACTED]
Business address 290 West Mt Pleasant Ave, Suite 3200
City/state/zip Livingston, NJ 07039
Telephone 973-410-4033
Other present address(es) _____
City/state/zip _____
Telephone _____
List of other addresses and telephone numbers attached _____
2. Positions held in submitting business and starting date of each (check all applicable)
President ____/____/____ Treasurer ____/____/____
Chairman of Board ____/____/____ Shareholder ____/____/____
Chief Exec. Officer 01/01/2014 Secretary ____/____/____
Chief Financial Officer ____/____/____ Partner ____/____/____
Vice President ____/____/____
(Other) COO 11/1997 → 12/31/2013
3. Do you have an equity interest in the business submitting the questionnaire?
YES ☒ NO ____ If Yes, provide details. I have a small investment in Vertext
(2% of the equity)
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ____ NO ☒ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ____ NO ☒ If Yes, provide details.

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

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? YES ___ NO ☒ If Yes, provide details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ___ NO ☒ If Yes, provide details for each such instance.
 - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO ☒ If Yes, provide details for each such instance.
 - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ___ NO ☒ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES ___ NO ☒ If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? YES ___ NO ☒ If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES ___ NO ☒ If Yes, provide details for each such charge.
 - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO ☒ If Yes, provide details for each such conviction.

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

CERTIFICATION

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

I, Nancy Josephs, 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 13th day of March 2018

Ashley M Termin
Notary Public

ASHLEY M TERMIN
Notary Public, State of New York
No. 01TE8315011, Qual. in Suffolk County
Commission Expires November 17, 2018

VERIFY

Name of submitting business

Nancy Josephs
Print name

Nancy Josephs
Signature

CEO
Title

3 / 8 / 2018
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: February 28, 2018

1) Proposer's Legal Name: Veritext Corp

2) Address of Place of Business: 330 Old Country Road, Suite 300, Mineola NY 11501

List all other business addresses used within last five years:
200 Old Country Road, Suite 580, Mineola, NY 11501

3) Mailing Address (if different): _____

Phone : 516-608-2400

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: 125911474

5) Federal I.D. Number: 20-3132569

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 ☒ 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 ☒ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). _____

11) Has the proposer, during the past seven years, been declared bankrupt? Yes ☐ No ☒ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
Yes ☐ No ☒ If Yes, provide details for each such investigation. _____

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ☐ No ☒ If Yes, provide details for each such investigation. _____

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

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

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

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

If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
Yes ____ No 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.

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.

Veritext will notify the County should any potential conflict arise.

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

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

- i) Date of formation;

- June 30, 2005

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

No Individual owns more than 5% of the company
Pamplona Capital is our equity partner

- iii) Name, address and position of all officers and directors of the company;

- Nancy Josephs, CEO & Director
290 W. Mt Pleasant Avenue, Suite 3200
Livingston NJ 07039
- Richard Antoneck, President , CFO, & Director
290 W. Mt Pleasant Avenue, Suite 3200
Livingston NJ 07039
- Jordan Lee
290 W. Mt Pleasant Avenue, Suite 3200
Livingston NJ 07039
- William Pruellage
290 W. Mt Pleasant Avenue, Suite 3200
Livingston NJ 07039
- Paul Saunders
290 W. Mt Pleasant Avenue, Suite 3200
Livingston NJ 07039
- Chelton Tanger
290 W. Mt Pleasant Avenue, Suite 3200
Livingston NJ 07039

- iv) State of incorporation (if applicable);

- Delaware

- v) The number of employees in the firm;

- 560

vi) Annual revenue of firm;

- \$240,000,000

vii) Summary of relevant accomplishments

- Veritext has the experience of handling assignments for Nassau County since its inception 20 years ago. Veritext became the primary vendor for Office of the Nassau County Attorney when a previous vendor chose to no longer cover assignments for Nassau County as they felt it was no longer profitable. Veritext chose to work with the County and our staff of reporters to continue providing service, appreciating local, Nassau County work. Currently Veritext covers assignments for the Office of the Nassau County Attorney.

Veritext has and will meet the requirements and demands of the Office of the Nassau County Attorney. Every invoice has been modified to include all pertinent information required for review and processing by Nassau County.

- Contract Number
- File Number
- Start and end time
- Line item breakdown
- Claimant's certification printed on every invoice

Although Veritext is a nationwide provider of deposition and litigation services, our administrative office is located in Mineola, NY.

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

- Not applicable

B. Indicate number of years in business.

- 20 years

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

Veritext is the largest court reporting company in the world. Established in 1997, Veritext provides court reporting and transcription services for its clients in matters including, but not limited to, commercial litigation, products liability, shareholder litigation, labor and employment, patent litigation, class action suits, medical malpractice, negligence, and personal injury cases. Our clients include corporations, law firms, court systems, and regulatory bodies.

As the leader in court reporting and litigation services, Veritext knows the importance of maintaining the highest level of security for our clients' and partners' confidential information. For this reason, Veritext is compliant with all applicable federal requirements for the Health Insurance Portability and Accountability Act (HIPAA) privacy and security rules, as well as statutes pertaining to protection of Personally Identifiable Information (PII). When you work with Veritext, your data is

hosted in facility that is SSAE 16 certified and delivers unmatched security expertise, data protection, and customer support. With Veritext, you can count on enterprise-class security – including data protection, identity management, vulnerability management, physical and personnel security, application security, incident response, and privacy measures.

Veritext has offices in Midtown Manhattan and Mineola which employ approximately 75 people. Our back office support staff, comprised of calendar, billing, lit support/production, client services, and management personnel, is extremely instrumental in the smooth transition from accepting assignments to final delivery of the transcripts. We have a roster of 150 reporters, enabling us to fulfill all of the requirements of the New York City Housing Authority.

Veritext offers a broad spectrum of litigation support services available to our clients ranging from day-in and day-out court reporting to remote depositions through video conferencing with associated videotaping and synchronization. Some of the services we provide, in conjunction with court reporting, are:

- Immediate, daily, and expedited transcripts
- Litigation support
- Realtime/Live Note
- Electronic delivery of transcripts
- Digital scanning of discovery documents
- Remote Realtime with and without chat rooms
- Document Repository and Transcript Repository
- Internet Scheduling
- Keyword indexing
- Condensed transcripts
- Conference rooms
- Electronic files of transcripts and exhibits on many media
- Nationwide Network of Process Servers
- Toll-free Telephone Support
- Interpreters (all languages)
- Video and video synchronization
- Video conferencing

Providing court reporting and transcription services, and in particular, technology-based services, are Veritext's core competencies. Our MyVeritext software allows users to archive, view, and search all transcripts on a secure web repository. Any authorized person from can view and search documents in a secure, password-protected environment with just a simple Internet connection. This feature is UNIQUE to Veritext, and if awarded the new contract, we would be happy to set this up at no additional cost.

Finally, Veritext's experience in completing services of a similar size and scope is evident by the fact that we are currently one of the approved vendors for Office of the Nassau County Attorney, and have been for several 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 Congdon Flaherty, O'Callaghan, Reid, Donlon, Travis & Fishlinger, Esqs

Contact Person Maureen Carrick

Address 333 Earle Ovington Blvd. Suite 502

City/State Uniondale NY 11553

Telephone 516-542-5900

Fax #

E-Mail Address mcarrick@cfolegal.com

Company Kelly Rode & Kelly LLP

Contact Person Shawn Kelly

Address 330 Old Country Road, Suite 305

City/State Mineola, NY 11501

Telephone 516-739-0400

Fax #

E-Mail Address spkelly@krklaw.com

Company Raiser & Kenniff PC

Contact Person H.Gordon Haesloop

Address 300 Old Country Road, Suite 351

City/State Mineola, NY 11501

Telephone 516-742-7600

Fax #

E-Mail Address gordon@raiserkenniff.com

CERTIFICATION

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

I, Thomas Esposito, 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 28th day of February 2018

Barbara Meyerback
Notary Public

Barbara Meyerback
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 5002621
Qualified in Suffolk County
Commission Expires October 5, 2018

Name of submitting business: Veritext Corp.

By: Thomas Esposito
Print Name

Thomas Esposito
Signature

Regional Vice President – New York
Title

2 / 28 / 18
Date

MAZARS USA LLP

**VT Buyer Intermediate
Holdings, Inc.**

**Consolidated Financial Statements and
Supplementary Information**

**For the period from January 29, 2016
(Date of Inception) to December 31, 2016**



MAZARS

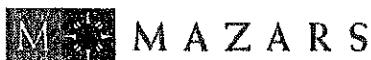
MAZARS USA LLP IS AN INDEPENDENT MEMBER FIRM OF MAZARS GROUP.

VT Buyer Intermediate Holdings, Inc.

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For the Period from January 29, 2016 (Date of Inception) to December 31, 2016

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Independent Auditors' Report

To the Board of Directors and Stockholders of
VT Buyer Intermediate Holdings, Inc.

We have audited the accompanying consolidated financial statements of VT Buyer Intermediate Holdings, Inc. (the "Company"), which comprise the consolidated balance sheets as of December 31, 2016, and the related consolidated statements of operations, changes in stockholders' equity and cash flows for the period from January 29, 2016 (date of inception) to December 31, 2016, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements 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 entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of VT Buyer Intermediate Holdings, Inc. as of December 31, 2016 and the results of their operations and their cash flows for the period from January 29, 2016 (date of inception) to December 31, 2016, in accordance with accounting principles generally accepted in the United States of America.

MAZARS USA LLP

135 WEST 50TH STREET - NEW YORK, NEW YORK - 10020

TEL: 212.812.7000 - FAX: 212.375.6888 - WWW.MAZARSUSA.COM

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Other Matter

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The schedule of pro forma consolidated EBITDA for the year ended December 31, 2016, which is the responsibility of management, is presented for purposes of additional analysis and is not a required part of the consolidated financial statements. Such information has not been subjected to the auditing procedures applied in the audit of the consolidated financial statements, and, accordingly, we do not express an opinion or provide any assurance on it.

Mazars USA LLP

April 25, 2017

VT Buyer Intermediate Holdings, Inc.**Consolidated Balance Sheet****December 31, 2016***(thousands of U.S. dollars except for share and per share amounts)***Assets****Current assets**

Cash and cash equivalents	\$ 15,058
Accounts receivable, net of allowance of \$2,673	58,698
Income taxes receivable	1,811
Other current assets	2,199

Total current assets 77,766

Property and equipment, net	9,696
Goodwill, net	190,801
Intangible assets, net	154,779
Deposits and other assets	249

Total assets \$ 433,291

Liabilities and Stockholders' Equity**Current liabilities**

Accounts payable and accrued expenses	\$ 13,694
Due to court reporters	6,793
Commissions payable	785
Current portion of capital lease obligations	235
Current portion of long-term debt	1,163
Other current liabilities	725

Total current liabilities 23,395

Capital lease obligations, net of current portion	224
Deferred income taxes	47,342
Long-term debt, net of current portion	208,923
Other liabilities	4,016

Total liabilities 283,900

Commitments and contingencies (Note 9)**Stockholders' Equity**

Common stock (\$0.01 par value, 100 shares authorized, issued and outstanding)	-
Additional paid-in-capital	163,298
Accumulated deficit	(13,907)

Total stockholders' equity 149,391

Total liabilities and stockholders' equity \$ 433,291

The accompanying notes are an integral part of these consolidated financial statements.

VT Buyer Intermediate Holdings, Inc.**Consolidated Statement of Operations****For the Period from January 29, 2016 (Date of Inception) to December 31, 2016***(thousands of U.S. dollars)*

Net revenues	<u>\$ 205,251</u>
Operating expenses	
Cost of services	103,987
General and administrative expenses	61,009
Depreciation and amortization	<u>34,689</u>
Total operating expenses	<u>199,685</u>
Operating income	5,566
Interest expense	<u>16,446</u>
Loss before income taxes	(10,880)
Provision for income taxes	<u>3,027</u>
Net loss	<u><u>\$ (13,907)</u></u>

The accompanying notes are an integral part of these consolidated financial statements.

VT Buyer Intermediate Holdings, Inc.**Consolidated Statement of Changes in Stockholders' Equity****For the Period from January 29, 2016 (Date of Inception) to December 31, 2016***(thousands of U.S. dollars except for share amounts)*

	Common Stock		Additional Paid-In Capital	Accumulated Deficit	Total Stockholders' Equity
	Shares	Amount			
Issuance of common stock, at inception	100	\$ -	\$ 163,439	\$ -	\$ 163,439
Return of capital	-	-	(11)	-	(11)
Dividends	-	-	(130)	-	(130)
Net loss	-	-	-	(13,907)	(13,907)
Balance, December 31, 2016	<u>100</u>	<u>\$ -</u>	<u>\$ 163,298</u>	<u>\$ (13,907)</u>	<u>\$ 149,391</u>

The accompanying notes are an integral part of these consolidated financial statements.

VT Buyer Intermediate Holdings, Inc.**Consolidated Statement of Cash Flows****For the Period from January 29, 2016 (Date of Inception) to December 31, 2016***(thousands of U.S. dollars)***Cash flows from operating activities**

Net loss	\$ (13,907)
Adjustments to reconcile net loss to net cash provided by operating activities:	
Depreciation and amortization	34,689
Amortization of deferred financing fees	1,217
Deferred income taxes	(1,972)
Increase (decrease) in cash and cash equivalents attributable to changes in operating assets and liabilities, net of effects from the acquisition of businesses:	
Accounts receivable	(2,964)
Other current assets	485
Income taxes	(2,132)
Deposits and other assets	(2)
Accrued expenses, other current and noncurrent liabilities	15
Other current and noncurrent liabilities	3,963
Net cash provided by operating activities	<u>19,392</u>

Cash flows from investing activities

Purchase of property and equipment	(2,276)
Acquisition of VT Buyer Intermediate Holdings, Inc., net	(363,438)
Acquisition of businesses, net	(9,579)
Payment of contingent consideration related to acquisitions	(953)
Net cash used in investing activities	<u>(376,246)</u>

Cash flows from financing activities

Payment of capital lease obligations	(255)
Proceeds from borrowing	218,000
Deferred financing fees	(7,969)
Payment of debt	(1,162)
Issuance of common stock	163,439
Dividends	(130)
Return of capital	(11)
Net cash used in financing activities	<u>371,912</u>

Net increase in cash and cash equivalents 15,058

Cash and cash equivalents

Beginning of period	
End of period	<u>\$ 15,058</u>

(Continued)

VT Buyer Intermediate Holdings, Inc.**Consolidated Statement of Cash Flows****For the Period from January 29, 2016 (Date of Inception) to December 31, 2016**

*(thousands of U.S. dollars)***(Concluded)****Supplemental disclosures of cash flow information**

Interest payments	\$ 15,229
Income tax payments	\$ 8,085

Supplemental schedule of noncash investing and financing activities

Purchases of property and equipment incurred but not yet paid	\$ 323
Additions to capital lease obligations	\$ 74

The accompanying notes are an integral part of these consolidated financial statements.

VT Buyer Intermediate Holdings, Inc.
Notes to Consolidated Financial Statements
December 31, 2016

(thousands of U.S. dollars except for share and per share amounts)

1. Organization and Nature of Business

On December 22, 2015, VT Buyer Intermediate Holdings, Inc. a corporation organized on December 10, 2015 ("Veritext"), entered into a stock purchase agreement to acquire all of the outstanding capital stock of Vtext Holdings, Inc. ("Vtext") and its subsidiaries. The acquisition was completed on January 29, 2016 through a newly formed and wholly-owned subsidiary known as VT Buyer Acquisition Corp ("VT Buyer"). Veritext and its wholly-owned subsidiaries are collectively referred to throughout this report as the "Company".

The Company operates as a court reporting firm providing transcripts of testimony from depositions, arbitrations and other events principally to the legal profession throughout the United States. Court reporting services are provided through the use of independent contractors and third-party agencies.

2. Summary of Significant Accounting Policies

Principles of Consolidation and Basis of Presentation

The accompanying consolidated financial statements include the accounts of Veritext (an inactive holding company) and its wholly-owned subsidiaries, including a) VT Buyer, b) Vtext, c) Veritext Holding Company, and d) Veritext Corp and its subsidiaries; Veritext Corporate Services, Inc., Capital Reporting Company, and Ambassador Legal Services, Inc. Veritext as an inactive holding company had no operations in 2016 prior to the date the acquisition was completed.

The accompanying consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America. All significant intercompany balances and transactions have been eliminated in consolidation. The consolidated financial statements reflect the financial position and results of operations of Veritext and its subsidiaries from January 29, 2016 (date of inception) to December 31, 2016. The operations of acquired businesses are included in these consolidated financial statements from their respective dates of acquisition (see Note 3).

Revenue Recognition

Revenues are recognized based upon performance of the services. Performance is deemed to have occurred when the documents or records are completed and shipped, are available for customers and collectability is reasonably assured. Revenues are presented net of credits and adjustments.

Cash Equivalents

The Company considers all highly liquid investments purchased with original maturities of three months or less to be cash equivalents. There were no cash equivalents at December 31, 2016.

At December 31, 2016, the Company's cash balances at certain financial institutions were in excess of federally-insured limits. Cash exceeding federally-insured limits at three banks amounted to approximately \$14,693 at December 31, 2016. However, the Company does not believe that its cash balances are subject to unusual credit risk beyond the normal credit risk associated with commercial banking relationships.

Accounts Receivable and Concentration of Credit Risk

Financial instruments that potentially subject the Company to concentration of credit risk within the legal services industry consist principally of trade accounts receivable. Management regularly reviews accounts receivable and establishes an allowance for potentially uncollectible accounts. No collateral is required to establish credit.

VT Buyer Intermediate Holdings, Inc.
Notes to Consolidated Financial Statements
December 31, 2016

(thousands of U.S. dollars except for share and per share amounts)

Property and Equipment

Property and equipment acquired in connection with acquisitions are recorded at estimated fair value. Other property and equipment are stated at cost. The Company capitalizes certain third-party costs incurred to develop internal-use software. From inception through December 31, 2016, the Company capitalized computer software costs of \$1,094. The amortization of capitalized computer software costs was approximately \$1,772 in 2016. Capitalized software costs are amortized over the estimated useful life of the software, and the amortization is reported in depreciation and amortization in the accompanying consolidated statement of operations. Depreciation and amortization is provided on the straight-line method based on the estimated useful lives of the related assets. The estimated useful lives of leasehold improvements are the lesser of the estimated life of the asset or the term of the lease.

Goodwill

Goodwill represents the excess of the purchase price of an acquired business over the fair value of amounts assigned to assets acquired and liabilities assumed. The Company complies with Financial Accounting Standards Board ("FASB") Accounting Standards Update No. 2014-02, *Intangibles – Goodwill and Other (Topic 350): Accounting for Goodwill, A Consensus of the Private Company Council* (ASU No. 2014-02), a private company accounting alternative for goodwill under which the Company can elect to amortize goodwill using the straight-line method over a period of 10 years, or less if the Company demonstrates that another useful life is more appropriate. The Company has elected to amortize goodwill on the straight-line method over ten years. Goodwill under the new private company election is measured for impairment only when a triggering event occurs. The Company has elected to test for impairment at the entity-wide level. The Company has determined that no triggering event occurred in 2016 indicating that the fair value of the Company may be below its carrying value. Accordingly, no goodwill impairment loss has been recognized for the period from inception through December 31, 2016.

Intangible Assets

Acquired intangible assets are recorded at their fair value at the acquisition date and are amortized primarily on a straight-line basis over their respective estimated useful lives.

Subsequent to the acquisition of Vtext, the Company elected to comply with ASU No. 2014-18, *Business Combinations (Topic 805): Accounting for Identifiable Intangible Assets in a Business Combination, A Consensus of the Private Company Council* (ASU No. 2014-18), whereby the Company is able to elect a private company accounting alternative under which the Company no longer has to recognize separately from goodwill (1) any customer related intangible assets unless they are capable of being sold or licensed independently from the other assets of the business and (2) noncompetition agreements. An entity electing this option must adopt, or have already adopted, the accounting alternative for goodwill codified in ASU No. 2014-02. Electing ASU No. 2014-18 does not impact the separate accounting for intangible assets from previous transactions completed and accounted for prior to the time of its adoption. The adoption of ASU 2014-18 has resulted in the Company separately recognizing fewer intangible assets in business combinations completed after the acquisition of Vtext.

Long-Lived Assets

Management reviews the carrying value of its long-lived assets for impairment when changes in circumstances indicate that the carrying value of the asset may not be recoverable. Management evaluates the recoverability of its long-lived assets by comparing the respective carrying values of the assets to the current and expected future cash flows on an undiscounted basis to be generated from such assets. There was no impairment of long-lived assets for the period from inception through December 31, 2016.

VT Buyer Intermediate Holdings, Inc.
Notes to Consolidated Financial Statements
December 31, 2016

(thousands of U.S. dollars except for share amounts)

Income Taxes

Income taxes are accounted for under the provisions of FASB Accounting Standards Codification ("ASC") 740, *Income Taxes*. Under this method, deferred tax assets and liabilities are determined based on the difference between the financial statement carrying amount and tax basis of assets and liabilities using enacted tax rates in effect for the year in which the differences are expected to affect taxable income. Valuation allowances are established when necessary to reduce deferred tax assets to the amounts expected to be realized.

The Company adopted FASB Accounting Standards Update No. 2015-17, *Income Taxes (Topic 740): Balance Sheet Classification of Deferred Taxes* (ASU No. 2015-17). Under ASU No. 2015-17, all deferred tax assets and liabilities, along with any related valuation allowance, are to be classified as noncurrent on the balance sheet. As a result, the Company will now only have one net noncurrent deferred tax asset or liability. The Company adopted this standard in order to reduce the cost and complexity related to the classification of deferred tax assets and liabilities while maintaining the usefulness of the information provided to users of the consolidated financial statements.

The Company recognizes uncertain tax positions in accordance with the ASC 740 prescribed model for how a company should recognize, measure, present and disclose in its financial statements uncertain tax positions that a company has taken or expects to take on a tax return. Under ASC 740, the financial statements reflect expected future tax consequences of such positions presuming the tax authorities have full knowledge of the position and all relevant facts. ASC 740 requires an entity to recognize the benefit of tax positions when it is "more likely than not" that the position will be sustainable based on the merits of the position. Interest and penalties related to unrecognized tax benefits are recorded as a component of the provision for income taxes.

The Company recognized \$25 related to interest and penalties in the accompanying consolidated statement of operations from inception through December 31, 2016. As of December 31, 2016, the Company's total liability related to uncertain tax positions, including interest and penalty, was \$345 and is reflected in other current liabilities in the accompanying consolidated balance sheet.

The Company's U.S. federal tax return for tax years 2013, 2014 and 2015 and the stub period ending January 29, 2016 remain subject to examination by the Internal Revenue Service. The periods subject to examination in U.S. state jurisdictions are the tax years 2010 through 2016.

Fair Value of Financial Instruments

In accordance with ASC 825, *Financial Instruments*, the carrying amounts reported in the accompanying consolidated balance sheets for accounts receivable and all current liabilities approximate fair value because of the short-term maturity of those financial instruments. The carrying amounts of the Company's term loans approximate fair value since interest rates are based on LIBOR, which reset throughout the year.

The Company follows guidance that establishes a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value into three broad levels which distinguish between assumptions based on market data (observable inputs) and the Company's assumptions (unobservable inputs). There is a three-level hierarchy to prioritize the inputs used in measuring fair value. The levels within the hierarchy, with Level 1 having the highest priority and Level 3 having the lowest, are described as follows:

Level 1 - Quoted prices in active markets for identical assets or liabilities.

VT Buyer Intermediate Holdings, Inc.
Notes to Consolidated Financial Statements
December 31, 2016

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Level 2 - Observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities; or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities.

Level 3 - Unobservable inputs that are supported by little or no market activity and that are financial instruments whose values are determined using pricing models, discounted cash flow methodologies, or similar techniques, as well as instruments for which the determination of fair value requires significant judgment or estimation.

If the inputs used to measure the financial assets and liabilities fall within the different levels described above, the categorization is based on the lowest level input that is significant to the fair value measurement of the instrument.

Deferred Financing Costs

The Company complies with Accounting Standards Update ("ASU") 2015-03, *Interest – Imputation of Interest (Subtopic 835-30)* under which deferred financing costs are presented as a reduction of the carrying amount of the related debt and are accounted for as interest expense over the term of the financing agreement (see Note 6). During the period from January 29, 2016 (date of Inception) to December 31, 2016, the Company capitalized financing costs of approximately \$7,966 related to its bank debt (see Note 6). At December 31, 2016, deferred financing costs of approximately \$6,752, net of accumulated amortization of approximately \$1,217 were reflected as a reduction of its bank debt.

Share-Based Compensation

The Company accounts for share-based equity compensation under the provisions of ASC Topic 718, "Compensation – Stock Compensation." ASC Topic 718 requires companies to apply a fair-value-based measurement method in accounting for share-based payment transactions with employees and to record compensation cost for all equity-based share awards granted after the required effective date and to awards modified, repurchased, or cancelled after that date. The scope of ASC Topic 718 encompasses a wide range of share-based compensation arrangements, including share options, restricted share plans, performance-based awards, share appreciation rights, profits interests and employee share purchase plans. Per ASC Topic 718, share-based equity units will be accounted for and classified as liabilities as the cash settlement feature can be exercised only upon the occurrence of a change in control. As the Company's share-based equity is privately held and is not traded in an active market, it is not practicable to determine the volatility in the fair value of the Company's shares. Accordingly, as a nonpublic entity, the Company has elected to measure the liabilities under share-based payments at intrinsic value. Compensation cost under this method is only recognized when a triggering event occurs, which is outside of the share-based unit holders control. For the period from inception through December 31, 2016, no compensation expense was recorded as there was no such probability that a contingent event will occur.

Use of Estimates

The presentation of 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 financial statements and the reported amounts of revenues and expenses during the reporting period. Significant

VT Buyer Intermediate Holdings, Inc.
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estimates made by management in the accompanying consolidated financial statements include (but are not limited to) the determination of the net realizability of accounts receivable, the assignment of depreciable lives, the recoverability of goodwill and intangible assets, the determination of the fair value of the assets acquired and the liabilities assumed in each acquisition, accounting for share-based compensation expense and the recording of various accruals. Actual results could differ from those estimates.

3. Acquisitions

On January 29, 2016, Veritext acquired all of the outstanding capital stock of Vtext for \$363,438 in cash. The acquisition was financed with a combination of \$215,000 in debt and an equity investment of \$162,179. The debt was provided pursuant to the first and second lien credit agreements described in Note 6.

The Company has established a new basis for the assets acquired as of January 29, 2016. The determination of the fair value of identifiable intangible assets and other assets acquired and the liabilities assumed was made by management with the assistance of a third-party valuation specialist. The purchase price was allocated to the assets acquired and the liabilities assumed based on their relative fair values. The excess of the purchase price over the fair value of the net assets acquired and the liabilities assumed has been allocated to goodwill.

The allocation of the purchase price to the fair value of the assets acquired and the liabilities assumed is as follows:

Accounts receivable	\$ 54,174
Property and equipment	10,913
Prepaid and other assets	2,608
Intangible assets	165,839
Goodwill	200,467
Deferred tax liability, net	(49,315)
Accounts payable and accrued expenses	<u>(21,248)</u>
Total purchase price	<u>\$ 363,438</u>

During the period from inception through December 31, 2016, the Company completed three asset acquisitions to expand its reach and service capabilities in the court reporting industry. The Company accounted for these acquisitions in accordance with the provisions of ASC 805, Business Combinations. The determination of the fair value of the identifiable assets acquired and liabilities assumed was made by management with the assistance of a third-party valuation specialist. The excess of the purchase price over the estimated fair values of the underlying assets acquired and liabilities assumed was allocated to goodwill. The results of operations of the businesses acquired have been included in the consolidated statement of operations since their respective dates of acquisition.

VT Buyer Intermediate Holdings, Inc.
Notes to Consolidated Financial Statements
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Certain purchase agreements provide for additional contingent payments (the "contingent purchase price payments") to be paid on various future dates, subject to the achievement of certain financial performance targets. The Company estimated and recorded the acquisition date fair value of the contingent consideration for these acquisitions as part of the purchase price consideration, and the remaining balances as of December 31, 2016 are reflected in accounts payable and accrued expenses in the accompanying consolidated balance sheet. The estimate of the fair value of contingent consideration requires subjective assumptions to be made of future operating results, discount rates and probabilities assigned to various potential operating result scenarios. At each balance sheet date, the Company will estimate the fair value of contingent consideration, with any change in fair value recognized in the accompanying consolidated statement of operations.

Changes in the fair value of the contingent consideration during the period from the dates of acquisition through December 31, 2016 resulted in a net decrease in the contingent liability of \$2,530 during 2016, which has been recorded in the accompanying consolidated statement of operations as a reduction in general and administrative expenses.

The acquisitions were financed with a combination of \$6,568 of working capital on-hand and \$3,000 in delayed draw term debt (see Note 6). The aggregate purchase price of \$10,651, which includes the Company's estimate of the contingent purchase price payments of \$1,083, has been allocated to the assets acquired and liabilities assumed based on their relative fair values as follows:

Accounts receivable	\$ 1,560
Property and equipment	80
Prepaid and other assets	2
Trade name	685
Goodwill	9,308
Accounts payable and accrued expenses	<u>(984)</u>
Total purchase price	<u>\$ 10,651</u>

Included in general and administrative expenses in the consolidated statement of operations for the period ended December 31, 2016 were pretax charges totaling \$232, for advisory, legal, and regulatory costs incurred in connection with all of the acquisitions.

The customer relationships, vendor relationships, trade names, non-compete agreements and goodwill acquired in the transactions are subject to amortization over the estimated useful lives disclosed in Note 5. All of the goodwill associated with the acquisitions is expected to be deductible for federal income tax purposes over a fifteen-year period. Goodwill created as a result of nontaxable business acquisitions will not be deductible for income tax purposes.

VT Buyer Intermediate Holdings, Inc.
Notes to Consolidated Financial Statements
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4. Property and Equipment, Net

Property and equipment, net consisted of the following at December 31:

	Estimated Useful Life (in years) (*)	Amount
Office equipment	2-5	\$ 5,404
Property under capital leases	3-5	687
Leasehold improvements	(**)	1,583
Software development costs	2-5	<u>5,992</u>
Total property and equipment		13,666
Less: Accumulated depreciation and amortization		<u>(3,970)</u>
Property and equipment, net		<u>\$ 9,696</u>

(*) Includes remaining useful life for assets acquired on January 29, 2016 (see Notes 1 and 3).

(**) Amortized over the shorter of the estimated useful life of the related assets or the term of the underlying lease.

Depreciation and amortization expense was \$3,970 for the period from inception through December 31, 2016, which includes amortization for property under capital leases.

Property under capital leases consisted of the following at December 31:

Office equipment	\$ 687
Less: Accumulated depreciation	<u>(245)</u>
Total	<u>\$ 442</u>

5. Goodwill and Intangible Assets

Goodwill, net consisted of the following as of December 31:

	Useful Life	Amount
Goodwill	10 years	\$ 209,775
Less: Accumulated amortization		<u>(18,974)</u>
Goodwill, net		<u>\$ 190,801</u>

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During the period from inception through December 31, 2016, the Company recognized goodwill amortization expense of \$18,974.

The following summarizes the changes in the gross amount of the Company's goodwill during the period from inception through December 31, 2016:

Balance, at Inception, January 29, 2016	\$ -
2016 Vtext acquisition (see Note 3)	200,467
2016 Acquisitions (see Note 3)	9,308
Balance, December 31, 2016	<u>\$ 209,775</u>

Intangible assets consisted of the following as of December 31, 2016:

	Useful Life	Cost	Accumulated Amortization	Net Book Value
Trade names	5-15 years	\$ 36,270	\$ (2,244)	\$ 34,026
Customer relationships	7-16 years	118,404	(7,236)	111,168
Vendor relationships	5 years	11,278	(2,068)	9,210
Covenants not to compete	3-8 years	527	(193)	334
Patents	15 years	45	(4)	41
Total		<u>\$ 166,524</u>	<u>\$ (11,745)</u>	<u>\$ 154,779</u>

Amortization expense related to intangible assets other than goodwill was \$11,745 for the period from inception through December 31, 2016.

Future amortization expense for intangible assets other than goodwill is as follows:

Years Ending December 31,	Amount
2017	\$ 12,874
2018	12,786
2019	12,663
2020	12,663
2021	10,526
Thereafter	<u>93,267</u>
Total	<u>\$ 154,779</u>

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6. Long-Term Debt

First Lien Credit Facility

On January 29, 2016, VT Buyer Acquisition Corp, a wholly-owned subsidiary of Veritext, entered into a \$195,000 credit facility (the "First Lien Credit Agreement") with Madison Capital Funding LLC, as lender and administrative agent for other lenders (the "Bank"), providing for a \$155,000 term loan, a \$20,000 delayed draw term loan, and a \$20,000 revolving line of credit. The Bank's Revolving Credit Commitment includes a \$3,000 sub-limit for standby letters of credit. The proceeds of this facility were used a) to finance the acquisition of the equity interests discussed in Note 3, b) to repay certain existing indebtedness, c) for permitted acquisitions, d) to pay fees, costs, and expenses incurred by the Company in connection with the First Lien Credit Agreement, and e) for working capital, capital expenditure and general corporate purposes.

On February 17, 2017, the Company refinanced this facility in connection with a Bank approved dividend of up to \$53,000 to shareholders of the Company. On that date, the Company's borrowing capacity was increased to \$230,000, including a \$190,000 term loan, a \$20,000 delayed draw term loan commitment, and a \$20,000 revolving line of credit. VT Holdco, LLC (the parent of Veritext) and Veritext Corp became co-borrowers under a new First Lien Credit Agreement (the "New Credit Agreement") with essentially the same group of lenders.

Revolving credit borrowings under this facility are repayable to the extent that such loans exceed the revolving commitment set forth in the credit agreements. All Revolving Loans are due and payable at maturity on January 29, 2022. At December 31, 2016, the Company had outstanding standby letters of credit in lieu of cash security deposits for certain leased properties with an aggregate value of \$308.

The \$190,000 term loan under the New Credit Agreement is repayable in 19 consecutive quarterly principal payments commencing on June 30, 2017, with the final payment of \$180,548 due at maturity on January 29, 2022. The original term loan was repayable in 23 consecutive quarterly principal payments commencing on June 30, 2016, with the final payment of \$145,968 due on January 29, 2022. During 2016, the Company made Term Loan principal payments amounting to \$1,163.

The \$20,000 delayed draw term loan commitment is available to borrow against through its termination date on June 30, 2019 (originally January 29, 2018). Delayed draw term loan borrowings are repayable in quarterly installments commencing on March 31, 2019 in an amount equal to 0.25% of the outstanding principal balance, with a final payment of all unpaid principal at maturity on January 29, 2022. During 2016, the Company used \$3,000 of delayed term loan borrowings to finance one of the acquisitions discussed in Note 3. On February 17, 2017, the delayed draw term loan was paid, in full, with the proceeds of the amended term loan discussed above.

This facility provides for mandatory prepayments of all borrowings to the extent of a) 100% of the net cash proceeds from certain asset sales, transfers or dispositions, b) 100% of the net proceeds from an IPO or issuance of certain equity securities, as defined and c) commencing with the year ended December 31, 2016, and payable by May 5th of the following fiscal year, 25% or 50% of Excess Cash Flow, as defined, depending on the Company's Leverage Ratio, as defined, on the last day of the fiscal year. Such mandatory prepayments, if any, were first to be applied to the remaining scheduled installments of Term Loan principal in direct order of maturity for the next eight quarters and, thereafter, on a pro-rata basis. The mandatory prepayment computation requirement was waived for the year ended December 31, 2016 under the provisions of the New Credit Agreement.

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All borrowings under the new credit agreement bear interest, subject to the Company's elected pricing option, at either the prevailing Prime or LIBOR rate, plus an applicable margin of 3.75% (4.00% through February 17, 2017) for base rate loans and 4.75% (5% through February 17, 2017) for LIBOR loans, with a minimum LIBOR rate of 1.00%. The LIBOR rate throughout 2016 was below the minimum LIBOR rate. The weighted average interest rate on outstanding First Lien debt as of December 31, 2016 was 6%. Interest expense on borrowings under the First Lien Credit Agreement for the period from inception through December 31, 2016 was \$8,662. Commitment fees on the average daily unused portion of the Revolving Commitment are charged and payable quarterly at an annual rate of 0.50%. Commitment fees on the average daily unused portion of the Delayed Draw Term Loan Commitment are charged and payable quarterly at an annual rate of 1.00%.

The facility is collateralized by a first security interest in the assets of the Company, a pledge of its equity interests and by guarantees of certain affiliates of Veritext Corp. The original and New Credit Agreements require that the Company maintain a maximum ratio of consolidated debt to consolidated EBITDA. The facility contains other restrictive covenants, including limitations on investments, acquisitions, indebtedness, distributions to shareholders, transactions with affiliates and the disposition of assets.

Second Lien Term Loan

On January 29, 2016, VT Buyer Acquisition Corp, a wholly-owned subsidiary of Veritext, entered into a \$60,000 Second Lien Term Loan Agreement with Wilmington Trust as administrative agent for other lenders. On February 17, 2017, the Company and the lenders entered into an Amended and Restated Second Lien Term Loan Agreement under which, among other things, the lender's term loan commitment was increased to \$75,000. All borrowings under the Second Lien Term Loan Agreement are due at maturity on January 29, 2023.

This facility provides for mandatory prepayments of all borrowings to the extent of a) 100% of the net proceeds from certain asset sales or dispositions, b) 100% of the net proceeds from additional indebtedness or the issuance of equity securities, as defined, and c) commencing with the year ended December 31, 2017, and payable within 5 days of the date the Company is required to deliver its annual financial statements for such fiscal year, 25% or 50% of the Company's Consolidated Excess Cash Flow for each fiscal year, depending on the Company's ratio of consolidated debt to consolidated EBITDA, as defined, on the last day of the fiscal year less any voluntary prepayments under the first lien credit facility.

Borrowings under the Second Lien Term Loan Agreement bear interest at the prevailing Prime or LIBOR rate, plus an applicable margin of 8.00% (8.75% through February 17, 2017) for base rate loans and 9.00% (9.75% through February 17, 2017) for LIBOR, with a minimum LIBOR rate of 1.00%. The LIBOR rate throughout 2016 was below the minimum LIBOR rate. The weighted average interest rate on the outstanding second lien term loan as of December 31, 2016 was 10.75%. Interest expense on borrowings under the Second Lien Term Loan Agreement for the period from inception through December 31, 2016 was \$6,410.

The Second Lien facility is collateralized by a second security interest in the assets of the Company, a pledge of its equity interests and by guarantees of certain affiliates of Veritext. The amended and original second lien agreements require that the Company maintain a maximum ratio of consolidated debt to consolidated EBITDA. The facility contains other restrictive covenants, including limitations on investments, acquisitions, indebtedness, distributions to shareholders, transactions with affiliates and the disposition of assets.

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Scheduled maturities of long-term debt as of December 31, 2016 as refinanced in February 2017 were as follows:

Year Ending December 31,	First Lien Credit Facility		Second Lien Term Loan	Total
	Term Loan	Delayed Draw Term Loan		
2017	\$ 1,163	\$ -	\$ -	\$ 1,163
2018	1,550	-	-	1,550
2019	1,550	-	-	1,550
2020	1,550	-	-	1,550
2021	1,550	-	-	1,550
Thereafter	146,475	3,000	60,000	209,475
Principal amount of bank debt	<u>\$ 153,838</u>	<u>\$ 3,000</u>	<u>\$ 60,000</u>	216,838
Current portion of bank debt				(1,163)
Deferred debt issue costs				(6,752)
Long-term bank debt				<u>\$ 208,923</u>

7. Shareholders' Equity and Share-Based Compensation

Common Stock

The Company is authorized to issue 100 shares of Common stock with par value of \$0.01, all of which were issued and outstanding as of December 31, 2016.

Equity-Based Compensation

Veritext, through holding companies known as VT Topco, Inc, VT Topco 2, Inc, and VT Holdco, LLC, is a wholly-owned subsidiary of VT Holdings L.P., L The LLC agreement of VT Holding L.P., I (the "Parent"), provides for the issuance of Class A units and Class B units. Only Class A units have voting rights.

The Class A units are held by Pamplona Capital Partners IV LP, and other related investors, and by certain management employees/shareholders of the Company. The rights and privileges associated with the Class B units are intended to constitute profit interests in the Parent. Since all operating and management activities occur at the Company level, the Company will record any compensation expense required by U.S. Generally Accepted Accounting Principles ("GAAP") in connection with these profit interests.

Based on the distribution and vesting provisions of the LLC and unit award agreements, the Class B member's ability to receive compensation through their allotted share of the Company's distributions is essentially limited to a sale of substantially all of the assets or equity of the Company (a "liquidity event"). The Class B Units vest under a continuous service period based on time (25%) and performance conditions (up to 75%). Vested units held by employees who terminate prior to a liquidity event may, at the option of the Company, be repurchased by the Company at a purchase price equal to the fair value of the units. Unvested units are forfeited upon termination of service.

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The Company considers the Class B Units to be liabilities, rather than equity instruments. In addition, the Company has elected to follow the intrinsic method of accounting for these instruments. Under this method, the Company, at each reporting date, will determine and disclose the intrinsic value of these instruments. Equity-based compensation expense and a related liability will be recorded when it becomes probable that a liquidity event will occur. The Company did not record compensation expense related to the Class B units during 2016. The intrinsic value of the Class B Units at December 31, 2016 was at or close to zero.

8. Commitments and Contingencies

Lease Commitments

The Company has non-cancelable operating leases relating to office facilities, which expire through 2026. Rental expense was \$6,716 for the period from inception through December 31, 2016.

Future minimum rental commitments under non-cancelable operating leases as of December 31, 2016 are as follows:

<u>Years Ending</u> <u>December 31,</u>	
2017	\$ 6,101
2018	5,750
2019	5,303
2020	5,110
2021	4,713
Thereafter	<u>12,058</u>
Total	<u>\$ 39,035</u>

In accordance with U.S. GAAP, the total minimum lease payments under certain of the Company's office leases are being amortized on a straight-line basis over the term of the respective lease. At December 31, 2016, the accrued straight-line rent liability was approximately \$3,866, and is included as part of other non-current liabilities on the accompanying balance sheet.

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A summary, by year, of future minimum lease payments under capitalized leases together with the present value of the net minimum future lease payments as of December 31, 2016 is as follows:

<u>Years Ending</u> <u>December 31,</u>	
2017	\$ 235
2018	160
2019	62
2020	20
2021	<u>1</u>
Total minimum lease payments	478
Less: Amount representing interest	<u>(19)</u>
Subtotal	459
Less: Current portion of capital leases	<u>(235)</u>
Long-term portion of capital leases	<u>\$ 224</u>

Disputes and Claims

The Company is subject to certain disputes and claims arising in the normal course of its business. It is management's opinion that the ultimate resolution of such claims and disputes, individually or in the aggregate, will not have a material impact on the Company's consolidated financial position, results of operations or cash flows in the period resolved or when incurred.

9. Benefit Plans

The Company sponsors and administers a 401(k) savings plan (the "Savings Plan") for the benefit of its employees. The Savings Plan covers all eligible employees of the Company. An employee may elect to participate in the Savings Plan after having met the following minimum requirements: (1) the attainment of age 21 and (2) the completion of three months of service. Participants are fully vested in the Savings Plan at all times with respect to contributions. The Company currently matches 25% of the first 6% of participants' compensation up to the maximum Internal Revenue Service (IRS) allowable annual eligible compensation of \$265 for the year ended December 31, 2016. Matching contributions totaled \$471 for the period from inception through December 31, 2016. The Company maintains, at its discretion, the right to change the level of matching contributions and to amend, modify, or terminate the Savings Plan.

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10. Income Taxes

The income tax provision (benefit) consists of the following:

Current		
Federal	\$	3,703
State		<u>358</u>
Total current		<u>4,061</u>
Deferred		
Federal		(776)
State		<u>(258)</u>
Total deferred		<u>(1,034)</u>
Total income tax provision	\$	<u><u>3,027</u></u>

The primary differences between the federal statutory rate of 34% and the Company's effective tax rate are nondeductible meals and entertainment expenses and nondeductible amortization of goodwill.

The components of deferred tax assets (liabilities) as of December 31, 2016 are as follows:

Deferred tax assets (liabilities), noncurrent		
Allowance for doubtful accounts	\$	885
Accrued bonuses		986
Accrued expenses		1,912
Net operating losses		796
Other		703
Intangible assets		(50,743)
Property and equipment		<u>(1,881)</u>
Net deferred tax liabilities, noncurrent	\$	<u><u>(47,342)</u></u>

The Company had no federal net operating loss carryforwards as of December 31, 2016. The Company had state net operating loss carryforwards of \$16,794 as of December 31, 2016, which expire in the years 2023 through 2036, if not previously utilized against taxable income.

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11. Related-Party Transactions

Included in the consolidated financial statements are management fees of \$369 for the period from inception through December 31, 2016 paid to Pamplona Capital Management, a shareholder and advisor of the Company.

12. Subsequent Events

The Company has evaluated subsequent events in accordance with accounting principles generally accepted in the United States of America through April 25, 2017, the date these consolidated financial statements were available to be issued.

On January 3, 2017, the Company completed an acquisition of the assets of a court reporting firm to expand its reach and service capabilities in the Mid-Atlantic market and surrounding areas. The aggregate purchase price of \$1,200 consisted of fixed consideration of \$1,000 in cash plus an additional deferred payment of \$200. The accounting for the purchase price allocation relative to the acquisition have been allocated to the assets acquired and liabilities assumed based on their relative fair values. The acquisition was financed with working capital on-hand. The Company incurred minimal acquisition related costs. The results of operations of the business acquired are included in the consolidated statement of operations as of the date of acquisition.

On February 17, 2017, the Company refinanced its first and second lien credit agreements in connection with a dividend to its shareholders of approximately \$53 million on or around that date (see Note 6).

OTHER INFORMATION

VT Buyer Intermediate Holdings, Inc.
Schedule of Unaudited Pro Forma and Consolidated Net Loss
Year Ended December 31, 2016

(thousands of U.S. dollars)

	2016 Pro forma EBITDA (Unaudited)	Vtext Holdings, Inc. January 1, 2016 through 29-Jan-16 (Unaudited)	VT Buyer Intermediate Holdings, Inc. From Inception 30-Jan-16 through December 31, 2016 (Historical)
Net revenues	\$ 220,275	\$ 15,024	\$ 205,251
Operating expenses			
Cost of services	111,654	7,667	103,987
General and administrative expenses	87,694	26,685	61,009
Depreciation and amortization	37,104	2,415	34,689
Total operating expenses	236,452	36,767	199,685
Operating income	(16,177)	(21,743)	5,566
Interest expense	17,132	686	16,446
Loss before income taxes	(33,309)	(22,429)	(10,880)
(Benefit from) provision for income taxes	(5,959)	(8,986)	3,027
Net loss	\$ (27,350)	\$ (13,443)	\$ (13,907)

Pro forma assumptions:

The Schedule of Unaudited Pro Forma EBITDA presents the Company's consolidated results of operations as if the acquisition of the Vtext Holdings, Inc. had taken place on January 1, 2016 (See Notes 1 and 3).

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Principals of Veritext Corp. EIN/TIN 20-3132569

-- Nancy Josephs
Veritext Corp
290 W. Mt. Pleasant Avenue
Suite 3200
Livingston, NJ 07039
973.410.4033

Chief Executive Officer - Director
njosephs@veritext.com

-- Richard Antoneck
Veritext Corp
290 W. Mt. Pleasant Avenue
Suite 3200
Livingston, NJ 07039
973.410.4068

President - Chief Financial Officer - Director
rantoneck@veritext.com

* Thomas Esposito
Veritext Legal Solutions
330 Old Country Road
Suite 300
Mineola, NY 11501
212.279.9424

Regional Vice President - NY
tesposito@veritext.com

Vendor Contact

Coleen M. Colleluori
Veritext Legal Solutions
330 Old Country Road
Suite 300
Mineola, NY 11501
516.608.2425

Sr. Account Executive
ccolleluori@veritext.com

COUNTY OF NASSAU

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

1. Name of the Entity: VERITEXT Corp.
Address: 333 Old Country Road, Suite 300
City, State and Zip Code: Mineola, NY 11501
2. Entity's Vendor Identification Number: 20-3132569
3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture
☐ Ltd. Liability Co ☐ Closely Held Corp ☒ Private ☐ 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):

Board of Directors of Veritext Corp.

Nancy Josephs

Richard Antoneck

Jordan Lee

William Pruellage

Paul Saunders

Chelton Tanger

Directors located at 290 Mt. Pleasant Avenue, Suite 3200, Livingston, NJ 07039

(see attached additional contacts on next page)

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.

The ultimate share holder of Veritext is VT Buyer Acquisition Corp. owned by Pamplona Capital

Management.

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.

Veritext Corporate Services, Inc.

Ambassador Legal Services, Inc.

Capital Reporting Company

- None of these entities will take part in the performance of the contract.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

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: 02/28/18

Signed: 

Print Name: Thomas Esposito

Title: Regional Vice President - NY

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

CONTRACT FOR SERVICES

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Office of the Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) **Veritext Legal Solutions**, with an office located at 330 Old Country Road, Mineola, New York 11501 (the "Contractor").

WITNESSETH:

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

WHEREAS, Contractor is eminently qualified and ready to provide the necessary 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 the Effective Date and shall terminate five (5) years thereafter, unless sooner terminated in accordance with the provisions of this Agreement.
2. Services. The services to be provided by Contractor under this Agreement shall consist of stenography services on an as-needed basis, such services are more particularly described in Exhibit 1 attached hereto and incorporated herein by reference ("Services").
3. Payment. (a)(1) Amount of Consideration. The maximum amount to be paid to Contractor as full consideration for the Contractor's services under this Agreement shall not exceed Two Hundred Fifty Thousand Dollars (\$250,000.00), (the "Maximum Amount") payable in accordance with the fee schedule attached hereto and incorporated herein as Appendix A. The rates are inclusive of all expenses and all other costs incidental to services to be provided by Contractor under this Agreement, including travel.

(2) 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 Forty Thousand Dollars (\$40,000.00). Thereafter, the County shall notify the Contractor of the availability of 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 Contractor in arrears and shall be contingent upon (i) Contractor 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. Contractor 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) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between 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 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 Contractor received notice that the County did not desire to receive such services.

4. Independent Contractor. Contractor is an independent contractor of the County. Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of 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. 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. 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, 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, 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 Contractor to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. 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 Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(d) Protection of Client Information. The Contractor acknowledges that names of witnesses are confidential and may not appear on any claims or documentation other than the submitted transcript. The Contractor acknowledges and agrees that all information that the Contractor acquires in connection with performance under this Agreement is strictly confidential, shall be held in the strictest confidence and shall be used solely for the purpose of performing services for or on behalf of the County. Such confidential information shall not be disclosed to third parties except (i) as permitted under this Agreement, or (ii) in accordance with Law, or (iii) upon legal compulsion. The provisions of this Section shall survive the termination of this Agreement and breach of these provisions shall be cause for immediate termination of this Agreement.

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

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

(c) 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 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. 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 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 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 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. Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. 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 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, Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. 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 Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of 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 or no reason by the County upon thirty (30) days' written notice to Contractor, (ii) for "Cause" by the County immediately upon the receipt by 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 Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to 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 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 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 Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

12. Rights to Work. Upon execution of this Agreement, any reporters, documents, data and/or any other material compiled or produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials, in any format, to such items, shall become the exclusive property of the County.

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

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

(a) Notice. At least thirty (30) days prior to seeking relief, 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. 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 Contractor shall allege that the above-described actions and inactions preceded Contractor's action or special proceeding against the County.

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

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

16. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

17. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the 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 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 Contractor, to the attention of the person who executed this Agreement on behalf of Contractor at the address specified above for 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. Contractor agrees to pay the County an administrative service charge of Five Hundred Thirty-Three Dollars (\$533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by Contractor upon signing this Agreement.

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

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all requisite County and other governmental approvals have been obtained, including, if required, approval by the County Legislature and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

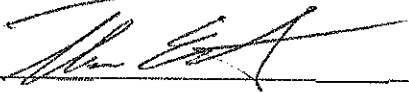
(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

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

VERITEXT LEGAL SOLUTIONS

By: 

Name: Thomas Esposito

Title: Regional Vice President

Date: 02/28/2018

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 28th day of February in the year 2018 before me personally came Thomas Caporaso to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Fairfield CT; that he or she is the Regional VP - NY of Venturix 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.

NOTARY PUBLIC

Barbara Meyerback
NOTARY PUBLIC, STATE OF NEW YORK
 Registration No. 5002621
 Qualified in Suffolk County
 Commission Expires October 5, 2018

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

NOTARY PUBLIC

Exhibit 1

(a) Overview of Services. The Contractor shall provide stenography services and typewritten transcripts of various hearings and other meetings held by the County Attorney requiring transcripts or minutes, including but not limited to 50-h hearings, depositions, arbitration meetings, and administrative hearings. These transcripts must comply with federal or state rules as applicable. The Contractor shall also be able to provide videoconferencing services and transcription of audio or video materials. The Contractor shall further be able to provide all transcripts, reports, minutes, or other documents in paper and electronic form. All electronic documents must be submitted in the form approved by the County (Microsoft Word or searchable .pdf document that allows for copying and pasting). All staff shall possess the required education, certification, knowledge, experience and character necessary to qualify them individually for the particular duties they perform.

(b) Transcript Formatting Requirements. For the purposes of transcript formatting, the following requirements shall be applied:

- (i) Twenty five (25) numbered lines, not including title or page numbers
- (ii) Eight and one half inch (8 1/2") by eleven inch (11") paper
- (iii) Left-hand margin = one and three quarters inch (1 3/4")
- (iv) Right-hand margin = three eights inch (3/8")
- (v) Writing block - horizontal = six and five sixteenths inch (6 5/16")
- (vi) Writing block - vertical = nine inch (9")
- (vii) Q&A = five (5) then to margin
- (viii) Colloquy = fifteen (15) then five (5)
- (ix) Space stops = 5-5.5
- (x) Ten (10) characters to inch
- (xi) Thirteen (13) lines minimum for billable page.

(c) Records and Reports. The Contractor shall maintain accurate records and accounts of services performed under this Agreement and shall, at the request of the Department, furnish monthly reports to the County.

(d) County Data. All County data (including, without limitation, any invoices or statements and all other content in any media or format entered into, stored in, and/or susceptible to retrieval from County's computer systems) shall remain the property of the County. Contractor shall not use the County data other than in connection with providing the Services pursuant to this Agreement.

**Appendix A
Veritext Cost Proposal**

Attendance Fee	
EUO's / Depositions in Suffolk, Nassau, NYC	\$30.00
Hearings/Arbitrations/ Correctional Facilities	\$95.00
Original and two copies	
EUO's and Depositions in Suffolk, Nassau, NYC	\$3.70 per page
Hearings/ Arbitrations/ Correctional Facilities	\$1.00 per page surcharge
Additional copies, as necessary to Nassau County	No Charge
Expedited service (3-5 business days)	\$0.75 per page surcharge
Expedited service (Daily delivery)	\$1.50 per page surcharge
Weekends and Holidays	\$2.00 per page surcharge
Bill Shared Rates for EUO's/ Depositions	
O&3	\$2.50 per page
O&4	\$2.00 per page
O&5	\$1.50 per page
O&6	\$1.15 per page
O&7	\$1.05 per page
O&8	\$1.00 per page
Mini Transcript	No charge accompanied with original and 2 copies; Mini only - \$3.70 per transcribed page
Transcript sent via e-mail	No charge; but if only ordering transcript via email or "no paper transcript", then \$3.70 per transcribed page
Litigation Package	\$12.50
Word Index	\$1.50 per page
Certified copy	\$2.50
Double appearance fee (morning and afternoon)	\$60.00
Attendance Fee for after 5:00PM	\$30.00
Video Services	
Video Conferencing Fees (Domestic)	\$175.00 per room per hour
Domestic Network Charges for video calls	\$60 per hour per connection
Veritext Virtual (via our web based product)	\$395.00 per day (2 way connection)
Audio transcription fee	\$4.95 per page
Cancellation Fee (either party cancels)	
Previous day before 5 p.m.	No charge
Same Day	\$85.00
Minimum Fee (no show/bust)	\$95.00
Minimum Fee with statement	\$125.00
Shipping & Handling	\$10.00
Veritext Conference Rooms	No Charge

All costs proposed are for the NY Metropolitan area (Nassau, Suffolk, and NYC). VERITEXT can accommodate assignments at correctional facilities throughout New York State and various locations outside New York State at an additional surcharge.

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.

Contract Appendix L
Certificate of Compliance

In compliance with Local Law 1-2006, as amended, the Proposer/Bidder hereby certifies the following:

1. The chief executive officer of the Proposer/Bidder is:

Nancy Josephs (Name)

16 Aspen Drive, Livingston, NJ 07039 (Address)

973-410-4033 (Telephone Number)

2. The Proposer/Bidder agrees to comply with the requirements of the Nassau County Living Wage Law, and with all applicable federal, state and local laws. **YES**
3. In the past five years, Proposer/Bidder _____ has X has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed by the Proposer/Bidder, describe below:

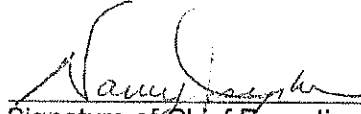
4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has X has not been commenced against or relating to the Proposer/Bidder in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations,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

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

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

02/28/18

Dated



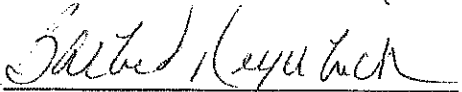
Signature of Chief Executive Officer

Nancy Josephs

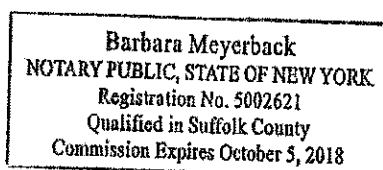
Name of Chief Executive Officer

Sworn to before me this

28th day of February, 2018



Notary Public





CERTIFICATE OF LIABILITY INSURANCE

6/30/2018

DATE (MM/DD/YYYY)

6/30/2017

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C, No, Ext):	
INSURED 1412046 VERITEXT CORP. 290 WEST MT. PLEASANT AVE., SUITE 3200 LIVINGSTON NJ 07039	FAX (A/C, No):	
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Hartford Casualty Insurance Company	NAIC # 29424
	INSURER B: Hartford Accident and Indemnity Company	22357
	INSURER C: Beazley Insurance Company, Inc.	37540
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 14012389**REVISION NUMBER:** XXXXXXX

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 INSP	SOBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: <input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	37UUNZG7318	6/30/2017	6/30/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPAOP AGG \$ Included \$ COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXX BODILY INJURY (Per person) \$ XXXXXXX BODILY INJURY (Per accident) \$ XXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXX \$ XXXXXXX
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXX AGGREGATE \$ XXXXXXX \$ XXXXXXX
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	37WBCB5101	6/30/2017	6/30/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	PROFESSIONAL LIABILITY	N	N	V1F3AC170101	6/30/2017	6/30/2018	\$5,000,000 LIMIT; \$100,000 STR

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
NASSAU COUNTY ATTORNEY'S OFFICE IS INCLUDED AS ADDITIONAL INSURED (EXCEPT WORKERS' COMPENSATION) WHERE REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

14012389

NASSAU COUNTY ATTORNEY'S OFFICE
MUNICIPAL TRANSACTIONS BUREAU
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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