



Certified:

E-135-20

NIFS ID:CLBU18000004 Department: Budget**Capital:**

SERVICE: Public Financial Management

Contract ID #:CQBU15000008

NIFS Entry Date: 15-JUN-18

Term: from 19-JAN-18 to 19-JAN-19

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

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

Vendor Info:	
Name: Public Financial Management	Vendor ID#: 231992164
Address: 40 Wall Street, 49th Floor New York, NY 10005	Contact Person: Tracey Keays
	Phone: (212)809-4212

Department:
Contact Name: Christopher L. Nolan
Address: 1 West Street Mineola, NY 11501
Phone: (516)571-4269

Routing Slip

Department	NIFS Entry: X	23-JUN-20 -- EVALERIO
Department	NIFS Approval: X	07-JUL-20 -- CNOLAN
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	09-JUL-20 -- CNOLAN
OMB	NIFS Approval: X	09-JUL-20 -- EVALERIO
County Atty.	Insurance Verification: X	08-JUL-20 -- AAMATO
County Atty.	Approval to Form: X	08-JUL-20 -- MMISRA

CPO	Approval: X	10-JUL-20 -- KOHAGENCE
DCEC	Approval: X	13-JUL-20 -- JCHIARA
Dep. CE	Approval: X	24-JUL-20 -- RORLANDO
Leg. Affairs	Approval/Review: X	28-SEP-20 -- JSCHANTZ
Legislature	Approval:	
Comptroller	Deputy:	15-JAN-19 -- ADALESSIO
NIFA	NIFA Approval:	

Contract Summary

Purpose: This amendment is to extending contract for one additional year for Financial Advisory Services Related To Public-Private Partnership For The Nassau County District Energy Scheme
Method of Procurement: The recommended firm, Public Financial Management, Inc. ("PFM"), will provide financial advisory services to the County in connection with the County's proposed Public-Private Partnership transaction (the "P3 Transaction") involving the County's District Energy Scheme (the "DES") to serve thermal energy users in and around the geographical area known as the Nassau Hub. The P3 Transaction may consist of the sale, lease, contract operations or other similar arrangement involving the DES. The County is planning to enter into a P3 Transaction with a selected proposer who will operate, maintain and manage the DES, providing thermal energy to existing, and potentially new, users. The County is interested in maximizing benefits for present thermal energy customers and exploring opportunities to encourage economic development in the Nassau Hub area. More specifically, PFM will provide financial advice and assistance; conduct analyses of book and market value; evaluate price proposals; and, assist in the negotiation of any P3 transaction.
Procurement History: An RFP was issued 12/31/14. Potential proposers were made aware of the RFP via postings on the County Website and Newsday posting
Description of General Provisions: PFM will provide financial advice and assistance; conduct analyses of book and market value; evaluate price proposals; and, assist in the negotiation of any P3 transaction. Services will be billed at an all-inclusive, hourly rate with the sum total not to exceed \$500,000.
Impact on Funding / Price Analysis: None
Change in Contract from Prior Procurement: None
Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	GEN					
Control:	10	Revenue		03	BUGEN1000/DE500	\$ 85,000.00
Resp:	1000	Contract:				\$ 0.00
Object:	DE	County	\$ 85,000.00			\$ 0.00
Transaction:	500	Federal	\$ 0.00			\$ 0.00
Project #:		State	\$ 0.00			\$ 0.00
Detail:		Capital	\$ 0.00			\$ 0.00
		Other	\$ 0.00			\$ 0.00
		TOTAL	\$ 85,000.00		TOTAL	\$ 85,000.00
RENEWAL						
%						

Increase				
%				
Decrease				

RULES RESOLUTION NO. – 2020

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY OFFICE OF MANAGEMENT AND BUDGET, PUBLIC FINANCIAL MANAGEMENT, INC., AND PFM FINANCIAL ADVISORS LLC

WHEREAS, the County has negotiated an amendment to a personal services agreement with Public Financial Management, Inc. and PFM Financial Advisors LLC to provide financial advisory services in connection with the County's proposed Public-Private Partnership transaction involving the County's District Energy Scheme, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amendment to an agreement with Public Financial Management, Inc. and PFM Financial Advisors LLC.

NIFA Nassau County Interim Finance Authority

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

1. **Vendor:** Public Financial Management

2. **Dollar amount requiring NIFA approval:** \$85000

Amount to be encumbered: \$85000

This is a Amendment

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

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

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

3. **Contract Term:** 1/19/2018-1/19/2019

Has work or services on this contract commenced? Y _____

If yes, please explain: Financial Advisory Services

4. **Funding Source:**

X General Fund (GEN)

Grant Fund (GRT)

Capital Improvement Fund (CAP)

Other

Federal % 0

State % 0

County % 100

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

Y

If not, will it require a future borrowing?

N

Has the County Legislature approved the borrowing?

Y

Has NIFA approved the borrowing for this contract?

Y

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

Financial Advisory Services Related To Public-Private Partnership For The Nassau County District Energy Scheme

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
CABU17000006	28-FEB-17	141,000.00

AUTHORIZATION

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

CNOLAN

09-JUL-20

Authenticated User

Date

COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

ADALESSIO

15-JAN-19

Authenticated User

Date

NIFA

Amount being approved by NIFA: _

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

Authenticated User

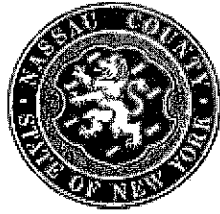
Date

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.

LAURA CURRAN
COUNTY EXECUTIVE



ANDREW PERSICH
BUDGET DIRECTOR

OFFICE OF MANAGEMENT AND BUDGET
ONE WEST STREET
MINEOLA, NEW YORK 11501

To: Robert Cleary

From: Christopher Nolan

Date: July 1, 2020

Re: PFM Financial Advisors LLC (Public Financial Management, Inc.)
CQBU15000008 / CLBU18000004

Reason for Delay

This First Amendment ("Amendment") to the Agreement with Public Financial Management, Inc., now PFM Financial Advisors LLC, ("Agreement") is being submitted for the purpose of obtaining the Legislature's approval. This Amendment exercises a renewal option available under the Agreement in order to utilize previously encumbered funds.

The Amendment was originally routed through ECRS in late 2018 and the funds were encumbered by the Comptroller. The Amendment, along with a few other similarly routed amendments that did not increase the cost or extend the period of performance beyond the available renewal options, was not certified by the Clerk of the Legislature because it had not received approval by the Legislature. However, unlike the other amendments, this Amendment was not resubmitted for the Legislature's consideration until now.

In resubmitting the Amendment for consideration, the Administration believed it was most appropriate to show the Amendment in its original form with the updated disclosures attached.

Contract Summary

Public Financial Management, Inc. ("PFM") was contracted to provide financial advisory services to the County in connection with the County's efforts to secure a new partnership with an operator that would improve and expand the existing District Energy System located near the Nassau Hub. The Agreement commenced on January 20, 2015 and terminated on January 19, 2018, with a one-year County option to renew for a maximum term of four years. The total consideration was not to exceed \$500,000.

The County has paid \$282,361 to date and there is an outstanding balance of \$79,095 for services provided by PFM in 2018.

Assignment of Contract

In the Amendment, Public Financial Management, Inc assigned the Agreement to the new entity PFM Financial Advisors, LLC. More recently, PFM Financial Advisors, LLC switched over to a new tax identification number. PFM Financial Advisors, LLC has submitted updated disclosures in the online Vendor Portal and all the appropriate corporate tax information has been submitted to the Comptroller.



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

YES ☐ NO ☒ If yes, to what campaign committee?

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

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

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

Electronically signed and certified at the date and time indicated by:
Mary Francoeur [FRANCOEURM@PFM.COM]

Dated: 02/03/2020 04:09:11 PM

Vendor: PFM Financial Advisors LLC

Title: Managing Director

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Daniel Hartman
Date of birth: 07/08/1969
Home address: 2556 36th ST NW
City: Washington State/Province/Territory: DC Zip/Postal Code: 20007
Country: US

Business Address: 1735 Market Street, 43rd Floor
City: Philadelphia State/Province/Territory: PA Zip/Postal Code: 19103
Country: US
Telephone: 215-567-6100

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

List of other addresses and telephone numbers attached

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

President	<u>01/01/2019</u>	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	<u>05/01/2006</u>
Vice President	_____		
(Other)	_____		

3. Do you have an equity interest in the business submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

PFM Financial Advisors LLC is a wholly owned subsidiary of it's parent company PFM I, LLC. I currently hold 1.65% ownership share.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

Daniel Hartman has served as an officer for all entities with the exception of Public Financial Management Inc., PFM Group Consulting, PFM Ventures LLC, PFM Solutions LLC, and PFM Financial Services LLC. Daniel Hartman is also a member of the board for Maret School.

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.

PFM Financial Advisors LLC ("PFM") and its affiliates maintain nationwide financial advisory practices servicing hundreds of different clients at any one time. Our client base has increased regularly over the years and we do not have a system or administrative capacity to track this information as required by the question. Consequently we are not in a position to provide a factual response.

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

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

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

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

1 File(s) Uploaded: Principal Questionnaire Form - 7B Additional Disclosure.pdf

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

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

1 File(s) Uploaded: Principal Questionnaire Form - 7C Additional Disclosure.pdf

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?

YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9. a. Is there any felony charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Is there any misdemeanor charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Is there any administrative charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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

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

CERTIFICATION

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

PFM Financial Advisors LLC

Name of submitting business

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

Daniel Hartman [HARTMAND@PFM.COM]

President of the Board

Title

03/03/2020 02:03:58 PM

Date



February 6, 2020

**Principal Questionnaire Form
Additional Disclosure**

pfm

40 Wall Street
49th Floor
New York, NY 10005
212.809.4212

pfm.com

Item 7.b

PFM Financial Advisors LLC ("PFM") maintains a nationwide financial advisory practice servicing hundreds of different clients at any one time. Our client base has increased regularly over the years, as a result, we believe, of client satisfaction. All of PFM's client service contracts are terminable in the discretion of the client on short notice. PFM does not maintain records that are indexed to identify why a client engagement has become inactive, if we in fact have been informed by the client, and, consequently PFM is not in a position to provide a factual response.



February 6, 2020

**Principal Questionnaire Form
Additional Disclosure**

pfm

40 Wall Street
49th Floor
New York, NY 10005
212.809.4212

pfm.com

Item 7.c

I am unaware of PFM having been denied a contract for the reasons noted above.

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: John Bonow
Date of birth: 07/15/1969
Home address: 9600 Summer Hill Lane NE
City: Bainbridge Island State/Province/Territory: WA Zip/Postal Code: 98110
Country: US

Business Address: 1735 Market Street, 43rd Floor
City: Philadelphia State/Province/Territory: PA Zip/Postal Code: 19103
Country: US
Telephone: 215-567-6100

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

List of other addresses and telephone numbers attached

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

President	<u>01/01/2012</u>	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	<u>01/01/2012</u>	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)	_____		

3. Do you have an equity interest in the business submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

PFM Financial Advisors LLC. is a wholly owned subsidiary of it's parent company PFM I, LLC. I currently hold 2.99% equity in PFM I, LLC.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

Mr. Bonow has served on the board and as an officer for all entities with the exception of BondResource Partners, LP, and PFM Advisors UK Limited. Mr. Bonow is also a board member of the non-profit Children's Learning Initiative.

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

YES ☒ NO ☐ If Yes, provide details.

PFM Financial Advisors LLC ("PFM") and its affiliates maintain nationwide financial advisory practices servicing hundreds of different clients at any one time. Our client base has increased regularly over the years and we do not have a system or administrative capacity to track this information as required by the question. Consequently we are not in a position to provide a factual response.

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

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

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

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

1 File(s) Uploaded: Principal Questionnaire Form - 7C Additional Disclosure.pdf

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?

YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9. a. Is there any felony charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Is there any misdemeanor charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Is there any administrative charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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

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

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

CERTIFICATION

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

PFM Financial Advisors LLC

Name of submitting business

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

John Bonow [BONOWJ@PFM.COM]

Managing Director

Title

03/03/2020 01:48:27 PM

Date



February 6, 2020

**Principal Questionnaire Form
Additional Disclosure**

pfm

40 Wall Street
49th Floor
New York, NY 10005
212.809.4212

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Item 7.b

PFM Financial Advisors LLC ("PFM") maintains a nationwide financial advisory practice servicing hundreds of different clients at any one time. Our client base has increased regularly over the years, as a result, we believe, of client satisfaction. All of PFM's client service contracts are terminable in the discretion of the client on short notice. PFM does not maintain records that are indexed to identify why a client engagement has become inactive, if we in fact have been informed by the client, and, consequently PFM is not in a position to provide a factual response.



February 6, 2020

**Principal Questionnaire Form
Additional Disclosure**

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New York, NY 10005
212.809.4212

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Item 7.c

I am unaware of PFM having been denied a contract for the reasons noted above.

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Cheryl Maddox
Date of birth: 01/31/1969
Home address: 1001 Church Lane
City: Yeadon State/Province/Territory: PA Zip/Postal Code: 19050
Country: US

Business Address: 1735 Market Street, 43rd Street
City: Philadelphia State/Province/Territory: PA Zip/Postal Code: 19103
Country: US
Telephone: 215-567-6100

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

List of other addresses and telephone numbers attached

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

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	<u>04/30/2018</u>
Chief Financial Officer	_____	Partner	<u>02/01/2019</u>
Vice President	_____		
(Other)	_____		

3. Do you have an equity interest in the business submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

PFM Financial Advisors LLC. is a wholly owned subsidiary of it's parent company PFM I, LLC. I currently hold 0.33% equity in PFM I, LLC.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

Cheryl Maddox has served as an officer for all entities with the exception of Bond Resource Partners, LLC and PFM Advisors UK Limited. Cheryl Maddox is also a member of the board for Lackawanna College, WHYY, and Association of Corporate Counsel - Greater Philadelphia Chapter.

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.

PFM Financial Advisors LLC ("PFM") and its affiliates maintain nationwide financial advisory practices servicing hundreds of different clients at any one time. Our client base has increased regularly over the years and we do not have a system or administrative capacity to track this information as required by the question. Consequently we are not in a position to provide a factual response.

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

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

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

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

1 File(s) Uploaded: Principal Questionnaire Form - 7B Additional Disclosure.pdf

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

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

1 File(s) Uploaded: Principal Questionnaire Form - 7C Additional Disclosure.pdf

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?

YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9. a. Is there any felony charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Is there any misdemeanor charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Is there any administrative charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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

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

CERTIFICATION

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

PFM Financial Advisors LLC

Name of submitting business

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

Cheryl Maddox [MADDOXC@PFM.COM]

Secretary of the Board

Title

03/03/2020 01:36:25 PM

Date



February 6, 2020

**Principal Questionnaire Form
Additional Disclosure**

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49th Floor
New York, NY 10005
212.809.4212

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Item 7.b

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February 6, 2020

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Additional Disclosure**

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I am unaware of PFM having been denied a contract for the reasons noted above.

Business History Form

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

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

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

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

Date: 02/03/2020

1) Proposer's Legal Name: PFM Financial Advisors LLC

2) Address of Place of Business: 1735 Market Street, 43rd Floor

City: Philadelphia State/Province/Territory: PA Zip/Postal Code: 19103

Country: US

3) Mailing Address (if different): 40 Wall Street, 49th Floor

City: New York State/Province/Territory: NY Zip/Postal Code: 10005

Country: US

Phone: (212) 809-4212

Does the business own or rent its facilities? Rent If other, please provide details:

4) Dun and Bradstreet number: 080544391

5) Federal I.D. Number: 811642787

6) The proposer is a: Other (Describe) Limited Liability Company

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

YES ☒ NO ☐ If yes, please provide details:

Some PFM offices share these resources with affiliated PFM entities

8) Does this business control one or more other businesses?

YES ☐ NO ☒ If yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?

YES ☒ NO ☐ If yes, please provide details:

PFM Financial Advisors LLC is a subsidiary of PFM I, LLC and 100% owned by PFM I, LLC

- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?

YES ☐ NO ☒ 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, an explanation of the circumstances and corrective action taken.

- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

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

a) Any felony charge pending?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an

element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the
circumstances and corrective action taken.

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

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

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

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

17 Conflict of Interest:

- a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly
state "No conflict exists."

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict
of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

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

No conflict exists

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

No conflict exists

- b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

PFM has a full staffed legal and compliance department who are responsible for reviewing all contract matters and identifying and addressing any real or potential conflict of interest.

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

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

YES ☐ NO ☒

Is the proposer an individual?

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

- i) Date of formation;

01/15/2016

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

There are no individuals having ownership in PFM Financial Advisors LLC. PFMFA is a wholly owned subsidiary of it's parent company PFM I, LLC.

No individuals with a financial interest in the company have been attached..

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

Board of Managers: John Bonow, Daniel Hartman

Officers: Daniel Hartman, President and Cheryl Maddox, Secretary

No officers and directors from this company have been attached.

- iv) State of incorporation (if applicable);

DE

- v) The number of employees in the firm;

193

- vi) Annual revenue of firm;

91000000

- vii) Summary of relevant accomplishments

PFM has provided financial advisory services to Nassau County since 2000, including over 42 bond and note series, aggregating to over \$4.3 billion in the last five years alone. In addition to our transaction and debt management services, PFM has assisted the County on a broad array of issues, including financial modeling and cash management, consultation on budgeting practices, analysis and execution of a qualified management contract for operation and maintenance of the County's sewer system, and financial analysis of the final proposals for renovation and repurposing of the Nassau Coliseum and surrounding properties.

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

1 File(s) Uploaded: Certificate.pdf

B. Indicate number of years in business.

4

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

PFM has provided financial advisory services to Nassau County since 2000, including over 42 bond and note series, aggregating to over \$4.3 billion in the last five years alone. In addition to our transaction and debt management services, PFM has assisted the County on a broad array of issues, including financial modeling and cash management, consultation on budgeting practices, analysis and execution of a qualified management contract for operation and maintenance of the County's sewer system, and financial analysis of the final proposals for renovation and repurposing of the Nassau Coliseum and surrounding properties.

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

Company	Nassau Health Care Corporation		
Contact Person	John Maher		
Address	2201 Hempstead Turnpike		
City	East Meadow	State/Province/Territory	NY
Country	US		
Telephone	(516) 572-6713		
Fax #			
E-Mail Address	jmaher@numc.edu		

Company	Battery Park City Authority		
Contact Person	Pamela Frederick		
Address	200 Liberty Street, 24th Floor		
City	New York	State/Province/Territory	NY
Country	US		
Telephone	(212) 417-2000		
Fax #			
E-Mail Address	pamela.frederick@bpca.ny.gov		

Company	Hamilton County, OH		
Contact Person	Jeffrey Aluotto		
Address	138 E. Court Street		
City	Cincinnati	State/Province/Territory	OH
Country	US		
Telephone	(513) 910-0255		
Fax #			
E-Mail Address	jeff.aluotto@hamilton-co.org		

Company	State of Delaware		
Contact	Stephanie Scola		

Person			
Address	820 North French Street, 8th Floor		
City	Wilmington	State/Province/Territory	DE
Country	US		
Telephone	(302) 577-8988		
Fax #			
E-Mail Address	stephanie.scola@delaware.gov		

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

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

CERTIFICATION

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

Name of submitting business: PFM Financial Advisors LLC

Electronically signed and certified at the date and time indicated by:
Mary Francoeur [FRANCOEURM@PFM.COM]

Managing Director
Title

02/03/2020 03:55:40 PM
Date

COUNTY OF NASSAU

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

1. Name of the Entity: PFM Financial Advisors

Address: 40 Wall Street, 49th Floor

City: New York State/Province/Territory: NY Zip/Postal Code: 10005

Country: US

2. Entity's Vendor Identification Number: 81-1642787

3. Type of Business: Ltd. Liability Co (specify) _____

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

1 File(s) uploaded Consultants, Contractors and Vendors - Question 4.pdf

No principals have been attached to this form.

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

If none, explain.

1 File(s) uploaded Consultants, Contractors and Vendors - Question 5.pdf

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

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

1 File(s) uploaded Consultants, Contractors and Vendors - Question 6.pdf

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

Are there lobbyists involved in this matter?

YES ☐ NO ☒

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

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

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

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

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

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

Mary Francoeur [FRANCOEURM@PFM.COM]

Dated: 02/03/2020 03:00:19 PM

Title: Managing Director

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



PFM Financial Advisors LLC: Officers

<u>Name</u>	<u>Address</u>	<u>Title/Ownership %</u>
PFM I, LLC	1735 Market Street, 43 rd Floor Philadelphia, PA 19103	Parent/Owner 100%
John Bonow	1735 Market Street, 43 rd Floor Philadelphia, PA 19103	President/CEO 0%
Daniel Hartman	1735 Market Street, 43 rd Floor Philadelphia, PA 19103	President/Board Member 0%
Cheryl D. Maddox	1735 Market Street, 43 rd Floor Philadelphia, PA 19103	Secretary 0%

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43rd Floor
Philadelphia, PA 19103
215.567.6100

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	Parnter Name	Business Address
1	Aileo, Michael	1735 Market Street, 43rd Floor Philadelphia, PA 19103
2	Alexander, Steve	300 S. Orange Avenue, Suite 1170 Orlando, FL 32801
3	Ammaturo, Marc	1735 Market Street, 43rd Floor Philadelphia, PA 19103
4	Bass, Jeremy	100 High Street, Suite 2300 Boston, MA 02110
5	Benson, Kerry	1735 Market Street, 43rd Floor Philadelphia, PA 19103
6	Berwanger, Mike	601 S. Figueroa Street, Suite 4500 Los Angeles, CA 90017
7	Blackwood, Christopher	633 17th Street, Suite 2250 Denver, CO 80202
8	Blanchett, Kari L.	555 Briarwood Circle, Suite 333 Ann Arbor, MI 48108
9	Bonow, John	1735 Market Street, 43rd Floor Philadelphia, PA 19103
10	Boyle, Stephen	Retired
11	Brant, Lauren	50 California Street, Suite 2300 San Francisco, CA 94111
12	Brick, Errol	2222 Ponce De Leon, 3rd Floor Coral Gables, FL 33134
13	Burmeister, Jon	801 Grand, Suite 3300 Des Moines, IA 50309
14	Bush, Nelson	4350 North Fairfax Drive, Suite 580 Arlington, VA 22203
15	Cameron, Jessica	50 South 6th Street, Suite 2250 Minneapolis, MN 55402
16	Cape, John	Retired
17	Carden, Tim	Retired
18	Carter, JoAnne	4350 North Fairfax Drive, Suite 580 Arlington, VA 22203
19	Cepeda, Adela	190 S. LaSalle Street, Suite 2000 Chicago, IL 60603
20	Cheddar, Bob	213 Market Street Harrisburg, PA 17101
21	Clupper, Kathy	1735 Market Street, 43rd Floor Philadelphia, PA 19103
22	Daniel, Lisa	530 Oak Court Drive, Suite 160 Memphis, TN 38117
23	Delany, Rob	1735 Market Street, 43rd Floor Philadelphia, PA 19103
24	DiMarco, Joan	Retired
25	Dotts, Phil	Retired

	Partner Name	Business Address
26	Doyle, Chris	100 High Street, Suite 2300 Boston, MA 02110
27	Doyle, Jamie	213 Market Street Harrisburg, PA 17101
28	Eichenthal, David	850 Market Street, Suite 202 Chattanooga, TN 37401
29	Eisel, Matthew R.	213 Market Street Harrisburg, PA 17101
30	Faber, Steve	821 Alexander Road, Suite 110 Princeton, NJ 08540
31	Fava, Barbara	213 Market Street Harrisburg, PA 17101
32	Fraizer, Todd	11605 N. Community House Rd., Suite 500 Charlotte, NC 28277
33	Francoeur, Mary	40 Wall Street, 49th Floor New York, NY 10005
34	Franke, Laura A.	601 S. Figueroa Street, Suite 4500 Los Angeles, CA 90017
35	Fullerton, Ken	8200 Bryan Dairy Road, Suite 275 Largo, FL 33777-1363
36	Gamble, Bob	50 California Street, Suite 2300 San Francisco, CA 94111
37	Glover, Jay	300 S. Orange Avenue, Suite 1170 Orlando, FL 32801
38	Goodnight, Debbie	213 Market Street Harrisburg, PA 17101
39	Hanson, Donn	50 South 6th Street, Suite 2250 Minneapolis, MN 55402
40	Hammond, Martin	821 Alexander Road, Suite 110 Princeton, NJ 08540
41	Harris, Mike	213 Market Street Harrisburg, PA 17101
42	Hartman, Dan	4350 North Fairfax Drive, Suite 580
43	Hess, Dan	Arlington, VA 22203
44	Hollenbeck, Sarah	50 California Street, Suite 2300 San Francisco, CA 94111
45	Jaworski, Jill	190 S. LaSalle Street, Suite 2000 Chicago, IL 60603
46	Jones, Karen	213 Market Street Harrisburg, PA 17101
47	Jones, Kyle	213 Market Street Harrisburg, PA 17101
48	Jones, Nancy	Retired

	Partner Name	Business Address
49	Kaplan, Dean	1735 Market Street, 43rd Floor Philadelphia, PA 19103
50	Karwejna, Leo	213 Market Street Harrisburg, PA 17101
51	Keays, Tracey	40 Wall Street, 49th Floor New York, NY 10005
52	Knutson, Myron	1726 Praire Lane Fargo, ND 28277
53	Kozloff, Dan	1735 Market Street, 43rd Floor Philadelphia, PA 19103
54	Link, Jim	1735 Market Street, 43rd Floor Philadelphia, PA 19103
55	Lover, Chris	11605 N. Community House Rd., Suite 500 Charlotte, NC 28277
56	Lowe, Lauren	1735 Market Street, 43rd Floor Philadelphia, PA 19103
57	Mace, Mike	11605 N. Community House Rd., Suite 500 Charlotte, NC 28277
58	Maddox, Cheryl	1735 Market Street, 43rd Floor Philadelphia, PA 19103
59	Manieri, Biagio	1735 Market Street, 43rd Floor Philadelphia, PA 19103
60	Margolis, Marty	213 Market Street Harrisburg, PA 17101
61	Masvidal, Sergio	2222 Ponce De Leon, 3rd Floor Coral Gables, FL 33134
62	Matte, June	100 High Street, Suite 2300 Boston, MA 02110
63	Matteo, Brett	1735 Market Street, 43rd Floor Philadelphia, PA 19103
64	Meacham, Sarah	601 S. Figueroa Street, Suite 4500 Los Angeles, CA 90017
65	Miller, David	300 S. Orange Avenue, Suite 1170 Orlando, FL 32801
66	Miller, Peter	50 California Street, Suite 2300 San Francisco, CA 94111
67	Molloy, John	213 Market Street Harrisburg, PA 17101
68	Moore, David	300 S. Orange Avenue, Suite 1170 Orlando, FL 32801
69	Morsch, Tom	Retired
70	Nadol, Mike	1735 Market Street, 43rd Floor Philadelphia, PA 19103

	Partner Name	Business Address
71	Pearsall, Jeff	1735 Market Street, 43rd Floor Philadelphia, PA 19103
72	Pugh, Bethany	7251 Engle Road, Suite 115 Cleveland, OH 44130
73	Quinn, Brian	555 Briarwood Circle, Suite 333 Ann Arbor, MI 48108
74	Reeser, Dave	213 Market Street Harrisburg, PA 17101
75	Remig, Brad	1735 Market Street, 43rd Floor Philadelphia, PA 19103
76	Rich, Bob	821 Alexander Road, Suite 110 Princeton, NJ 08540
77	Reigle, Bjorn	11605 N. Community House Rd., Suite 500 Charlotte, NC 28277
78	Rotty, Kevin	4350 North Fairfax Drive, Suite 580 Arlington, VA 22203
79	Rowe, Jeffrey	213 Market Street Harrisburg, PA 17101
80	Schiebel, Ken	213 Market Street Harrisburg, PA 17101
81	Schroeder, Jeff	190 S. LaSalle Street, Suite 2000 Chicago, IL 60603
82	Shearer, Scott	213 Market Street Harrisburg, PA 17101
83	Shellenberger, Peter	50 California Street, Suite 2300 San Francisco, CA 94111
84	Spagnola, John	1735 Market Street, 43rd Floor Philadelphia, PA 19103
85	Spyke, Monique	50 California Street, Suite 2300 San Francisco, CA 94111
86	Starr, David	555 Briarwood Circle, Suite 333 Ann Arbor, MI 48108
87	Stauder, Paul	555 Briarwood Circle, Suite 333 Ann Arbor, MI 48108
88	Stewart, Geoff	1735 Market Street, 43rd Floor Philadelphia, PA 19103
89	Sullivan, Tim	77 West Port Plaza, Suite 220 St. Louis, MO 63146
90	Sullivan, William	4250 Veterans Memorial Hwy, Suite 3150 West Holbrook, NY 11741
91	Trump, Chris	213 Market Street Harrisburg, PA 17101
92	Varano, Mike	213 Market Street Harrisburg, PA 17101

	Parnter Name	Business Address
93	Waley, Dennis	221 West 6th Street, Suite 1900 Austin, TX 78701
94	White, John	1735 Market Street, 43rd Floor Philadelphia, PA 19103
95	Wilder, Brent	300 S. Orange Avenue, Suite 1170 Orlando, FL 32801
96	Williard, Glen	213 Market Street Harrisburg, PA 17101
97	Woo, Paulina	1820 East Ray Rod Chandler, AZ 85225



PFM FINANCIAL ADVISORS LLC
PARENT & AFFILIATES

<u>Name</u>	<u>Address</u>
PFM I, LLC (Ultimate Parent)	1735 Market Street, 43rd Floor Philadelphia, PA 19103 EIN 26-4770013
PFM Investment, LLC (Holding Company)	1735 Market Street, 43 rd Floor Philadelphia, PA 19103 EIN 26-4770449
BondResource Partners, LP (Affiliate)	1735 Market Street, 43rd Floor Philadelphia, PA 19103 EIN 03-0391699
BondResource Partners, LLC (Affiliate)	1735 Market Street, 43 rd Floor Philadelphia, PA 19103 EIN 03-0391710
PFM Asset Management LLC (Affiliate)	213 Market Street Harrisburg, PA 17101 EIN 23-3087064
PFM Financial Services LLC (Affiliate)	1735 Market Street, 43 rd Floor Philadelphia, PA 19103 EIN 20-2059848
PFM Fund Distributors, Inc. (Affiliate)	213 Market Street Harrisburg, PA 17101 EIN 25-1891978
PFM Group Consulting LLC (Affiliate)	1735 Market Street, 43 rd Floor Philadelphia, PA 19103 EIN 81-1642478
PFM Solutions LLC (Affiliate)	1735 Market Street, 43 rd Floor Philadelphia, PA 19103 EIN 81-0801394
PFM Swap Advisors LLC (Affiliate)	1735 Market Street, 43rd Floor Philadelphia, PA 19103 EIN 46-4480928
PFM Advisors UK LIMITED (Affiliate)	22a St. James's Sq., Ste. 117 London, SW1Y 4JH Company #10826203



PFM FINANCIAL ADVISORS LLC
PARENT & AFFILIATES

<u>Name</u>	<u>Address</u>
PFM Ventures LLC (Affiliate)	1735 Market Street, 43 rd Floor Philadelphia, PA 19103 EIN 46-4480928
Public Financial Management, Inc. (Affiliate)	1735 Market Street, 43 rd Floor Philadelphia, PA 19103 EIN 23-1992164
Western Financial Group, LLC (Affiliate)	1735 Market Street, 43 rd Floor Philadelphia, PA 19103 EIN 9



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/29/2018

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

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

PRODUCER Crystal & Company Crystal IBC LLC 32 Old Slip New York NY 10005	CONTACT NAME: Brian Rozynski	
	PHONE (A/C, No, Ext): 212-504-1882	FAX (A/C, No): 212-504-1899
	E-MAIL ADDRESS: brian.rozynski@crystalco.com	
INSURED Public Financial Management Inc. 1735 Market Street 43rd Floor Philadelphia PA 19103	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Endurance American Insurance Company	
	INSURER B: XL Specialty Insurance Company	
	INSURER C: Continental Casualty Company	
	INSURER D: Starr Indemnity & Liability Co	
	INSURER E: Everest National Insurance Company	
	INSURER F: ACE American Insurance Company	

COVERAGES**CERTIFICATE NUMBER:** 2027143070**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <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						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D E F	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			1000620602181 FL5EX00441181 DOXG46758833001	11/30/2018 11/30/2018 11/30/2018	11/30/2019 11/30/2019 11/30/2019	EACH OCCURRENCE \$ AGGREGATE \$ \$
	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 <input type="checkbox"/> N/A					<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A B C	Professional Liability			MAN30000866500 ELU15897418 596398650	11/30/2018 11/30/2018 11/30/2018	11/30/2019 11/30/2019 11/30/2019	Limit of Liability: \$35,000,000 Aggregate Limit

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

Evidence of Coverage only.

The Professional Liability Policy is non-cancelable by the Insurer except for non-payment of premium.

CERTIFICATE HOLDER**CANCELLATION**

Nassau County Purchasing Department One West Street Mineola NY 11501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Crystal & Company</i>

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD™**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

11/26/2018

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

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

PRODUCER Conner Strong & Buckelew Two Liberty Place 50 S. 16th Street, Suite 3600 Philadelphia, PA 19102	CONTACT NAME: PHONE (A/C, No, Ext): 877-861-3220 FAX (A/C, No): 856-830-1535 E-MAIL ADDRESS: <table border="1"> <tr> <th data-bbox="812 420 1429 451">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1429 420 1568 451">NAIC #</th> </tr> <tr> <td data-bbox="812 451 1429 483">INSURER A : Great Northern Insurance Company</td> <td data-bbox="1429 451 1568 483">20303</td> </tr> <tr> <td data-bbox="812 483 1429 514">INSURER B : Federal Insurance Company</td> <td data-bbox="1429 483 1568 514">20281</td> </tr> <tr> <td data-bbox="812 514 1429 546">INSURER C : Vigilant Insurance Company</td> <td data-bbox="1429 514 1568 546">20397</td> </tr> <tr> <td data-bbox="812 546 1429 577">INSURER D :</td> <td data-bbox="1429 546 1568 577"></td> </tr> <tr> <td data-bbox="812 577 1429 609">INSURER E :</td> <td data-bbox="1429 577 1568 609"></td> </tr> <tr> <td data-bbox="812 609 1429 636">INSURER F :</td> <td data-bbox="1429 609 1568 636"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Great Northern Insurance Company	20303	INSURER B : Federal Insurance Company	20281	INSURER C : Vigilant Insurance Company	20397	INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Great Northern Insurance Company	20303														
INSURER B : Federal Insurance Company	20281														
INSURER C : Vigilant Insurance Company	20397														
INSURER D :															
INSURER E :															
INSURER F :															
INSURED Public Financial Management, Inc. 1735 Market Street 43rd Floor Philadelphia, PA 19103-2770															

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**


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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:		35363950 COMBINED TOTAL AGGREGATE \$10M	11/30/2018	11/30/2019	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 - COMP/OP AGG \$INCL. IN \$GENERAL AGGR
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		73248555	11/30/2018	11/30/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		79774080	11/30/2018	11/30/2019	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C	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	71739979	01/01/2019	01/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

Nassau County is included as additional insured under the captioned Commercial General Liability Policy if and to the extent required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

Nassau County Purchasing Department One West Main Street Mineola, NY 11501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

12/06/2019

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

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

PRODUCER Conner Strong & Buckelew PO Box 99106 Camden, NJ 08101	CONTACT NAME: PHONE (A/C, No, Ext): 877 861-3220 FAX (A/C, No): E-MAIL ADDRESS:														
INSURED PFM Financial Advisors LLC 1735 Market Street 43rd Floor Philadelphia, PA 19103-2770	<table border="1"> <thead> <tr> <th data-bbox="812 472 1429 493">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1429 472 1568 493">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="812 493 1429 514">INSURER A : Great Northern Insurance Company</td> <td data-bbox="1429 493 1568 514">20303</td> </tr> <tr> <td data-bbox="812 514 1429 535">INSURER B : Federal Insurance Company</td> <td data-bbox="1429 514 1568 535">20281</td> </tr> <tr> <td data-bbox="812 535 1429 556">INSURER C : Vigilant Insurance Company</td> <td data-bbox="1429 535 1568 556">20397</td> </tr> <tr> <td data-bbox="812 556 1429 577">INSURER D :</td> <td data-bbox="1429 556 1568 577"></td> </tr> <tr> <td data-bbox="812 577 1429 598">INSURER E :</td> <td data-bbox="1429 577 1568 598"></td> </tr> <tr> <td data-bbox="812 598 1429 619">INSURER F :</td> <td data-bbox="1429 598 1568 619"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Great Northern Insurance Company	20303	INSURER B : Federal Insurance Company	20281	INSURER C : Vigilant Insurance Company	20397	INSURER D :		INSURER E :		INSURER F :	
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INSURER F :															

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR 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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		35363950 COMBINED TOTAL AGGREGATE \$10M	11/30/2019	11/30/2020	<table border="1"> <tr><td>EACH OCCURRENCE</td><td>\$1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$1,000,000</td></tr> <tr><td>MED EXP (Any one person)</td><td>\$10,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td>\$1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td>\$2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td>\$INCL IN</td></tr> <tr><td></td><td>\$GENERAL AGGR.</td></tr> </table>	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 - COMP/OP AGG	\$INCL IN		\$GENERAL AGGR.
EACH OCCURRENCE	\$1,000,000																			
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GENERAL AGGREGATE	\$2,000,000																			
PRODUCTS - COMP/OP AGG	\$INCL IN																			
	\$GENERAL AGGR.																			
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		73248555	11/30/2019	11/30/2020	<table border="1"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr> <tr><td></td><td>\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000																			
BODILY INJURY (Per person)	\$																			
BODILY INJURY (Per accident)	\$																			
PROPERTY DAMAGE (Per accident)	\$																			
	\$																			
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		79774080	11/30/2019	11/30/2020	<table border="1"> <tr><td>EACH OCCURRENCE</td><td>\$10,000,000</td></tr> <tr><td>AGGREGATE</td><td>\$10,000,000</td></tr> <tr><td></td><td>\$</td></tr> </table>	EACH OCCURRENCE	\$10,000,000	AGGREGATE	\$10,000,000		\$								
EACH OCCURRENCE	\$10,000,000																			
AGGREGATE	\$10,000,000																			
	\$																			
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	71739979	01/01/2020	01/01/2021	<table border="1"> <tr> <td><input checked="" type="checkbox"/> PER STATUTE</td> <td><input type="checkbox"/> OTHER</td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td></td><td>\$1,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td></td><td>\$1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td></td><td>\$1,000,000</td></tr> </table>	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTHER		E.L. EACH ACCIDENT		\$1,000,000	E.L. DISEASE - EA EMPLOYEE		\$1,000,000	E.L. DISEASE - POLICY LIMIT		\$1,000,000		
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E.L. DISEASE - EA EMPLOYEE		\$1,000,000																		
E.L. DISEASE - POLICY LIMIT		\$1,000,000																		

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

Nassau County is an additional insured on the above referenced Commercial General Liability Policy if required by written contract. 30 Days Notice of Cancellation Applies / 10 Days Notice for Non-Payment of Premium.

CERTIFICATE HOLDER**CANCELLATION**

Nassau County 1550 Franklin Avenue Mineola, NY 11501	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p><i>W. Michael Fitzgerald</i></p>
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NIFS ID:CLBU18000004 Department: Budget

Capital:

SERVICE: Public Financial Management

Contract ID #:CQBU15000008

NIFS Entry Date: 15-JUN-18

Term: from 19-JAN-18 to 19-JAN-19

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

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

Vendor Info:	
Name: Public Financial Management	Vendor ID#: 231992164
Address: 40 Wall Street, 49th Floor New York, NY 10005	Contact Person: Tracey Keays
	Phone: (212)809-4212

Department:
Contact Name: Christopher L. Nolan
Address: 1 West Street Mineola, NY 11501
Phone: (516)571-4269

Routing Slip

Department	NIFS Entry: X	20-JUN-18 -- WCOTE
Department	NIFS Approval: X	09-OCT-18 -- WCOTE
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	09-OCT-18 -- IQURESHI
OMB	NIFS Approval: X	09-OCT-18 -- JNOGID
County Atty.	Insurance Verification: X	09-OCT-18 -- AAMATO
County Atty.	Approval to Form: X	10-OCT-18 -- MMISRA

CPO	Approval: X	15-NOV-18 -- KOHAGENCE
DCEC	Approval: X	16-NOV-18 -- JCHIARA
Dep. CE	Approval: X	20-NOV-18 -- MPAGE
Leg. Affairs	Approval/Review: X	11-OCT-18 -- MREYNOLDS
Legislature	Approval:	
Comptroller	Deputy: X	15-JAN-19 -- ADALESSIO
NIFA	NIFA Approval:	

Contract Summary

Purpose: Extending contract for 1 additional year for Financial Advisory Services Related To Public-Private Partnership For The Nassau County District Energy Scheme
Method of Procurement: The recommended firm, Public Financial Management, Inc. ("PFM"), will provide financial advisory services to the County in connection with the County's proposed Public-Private Partnership transaction (the "P3 Transaction") involving the County's District Energy Scheme (the "DES") to serve thermal energy users in and around the geographical area known as the Nassau Hub. The P3 Transaction may consist of the sale, lease, contract operations or other similar arrangement involving the DES. The County is planning to enter into a P3 Transaction with a selected proposer who will operate, maintain and manage the DES, providing thermal energy to existing, and potentially new, users. The County is interested in maximizing benefits for present thermal energy customers and exploring opportunities to encourage economic development in the Nassau Hub area. More specifically, PFM will provide financial advice and assistance; conduct analyses of book and market value; evaluate price proposals; and, assist in the negotiation of any P3 transaction.
Procurement History: CQBUI5000008 - \$126,747 CABUI7000006 - \$141,000
Description of General Provisions: PFM will provide financial advice and assistance; conduct analyses of book and market value; evaluate price proposals; and, assist in the negotiation of any P3 transaction. Services will be billed at an all-inclusive, hourly rate with the sum total not to exceed \$500,000.
Impact on Funding / Price Analysis: None
Change in Contract from Prior Procurement: None
Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	GEN					
Control:	10	Revenue		03	BUGEN1000/DE500	\$ 85,000.00
Resp:	1000	Contract:				\$ 0.00
Object:	DE	County	\$ 85,000.00			\$ 0.00
Transaction:	500	Federal	\$ 0.00			\$ 0.00
Project #:		State	\$ 0.00			\$ 0.00
Detail:		Capital	\$ 0.00			\$ 0.00
		Other	\$ 0.00			\$ 0.00
		TOTAL	\$ 85,000.00		TOTAL	\$ 85,000.00
RENEWAL						
%						

Increase			
%			
Decrease			

RULES RESOLUTION NO. – 2019

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES
AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON
BEHALF OF THE NASSAU COUNTY OFFICE OF MANAGEMENT
AND BUDGET, PUBLIC FINANCIAL MANAGEMENT, INC., AND
PFM FINANCIAL ADVISORS LLC

WHEREAS, the County has negotiated an amendment to a personal services agreement with Public Financial Management, Inc. and PFM Financial Advisors LLC to provide financial advisory services in connection with the County's proposed Public-Private Partnership transaction involving the County's District Energy Scheme, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amendment to an agreement with Public Financial Management, Inc. and PFM Financial Advisors LLC.

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: Public Financial Management, Inc.

CONTRACTOR ADDRESS: 40 Wall Street, 49th Floor, New York, New York 10005

FEDERAL TAX ID #: 231992164

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

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.

The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in _____ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____ [date]. _____ [state #] proposals were received and evaluated. The evaluation committee consisted of: _____

_____ (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

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

The contract was originally executed by Nassau County on January 20, 2015 [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after a Request for Proposal.

[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.

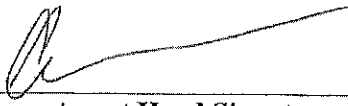
Instructions with respect to Sections VIII, IX and X: All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

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.

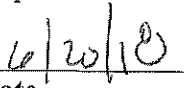
IX. ☒ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

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.

Exhibit A



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?

No

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: Public Financial Management, Inc.

Dated: October 2, 2018

Signed:

Print Name: Timothy Carden

Title: Managing Director

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name John H. Bonow
Date of birth 07 / 15 /1969
Home address (pursuant to the firm's policy regarding sensitive
City/state/zip data, personal residential addresses are not provided)
Business address 1735 Market Street, 43rd Floor
City/state/zip Philadelphia, PA 19103
Telephone (215) 567-6100
Other present address(es) 1200 Fifth Avenue, Suite 1220
City/state/zip Seattle, WA 98101
Telephone (206) 264-8900
List of other addresses and telephone numbers attached
2. Positions held in submitting business and starting date of each (check all applicable)
President 01 /01 /2012 Treasurer / /
Chairman of Board / / Shareholder / /
Chief Exec. Officer 01 / 01 /2012 Secretary / /
Chief Financial Officer / / Partner / /
Vice President / / / /
(Other)
3. Do you have an equity interest in the business submitting the questionnaire?
YES X NO If Yes, provide details. Public Financial Management, Inc. is a wholly owned subsidiary of it's parent company PFM I, LLC. I currently hold 3.00% equity in PFM I, LLC.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES NO X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES X NO ;
If Yes, provide details.
Beginning 01/01/2012 and carrying thru to the present, John Bonow also serves as CEO of the affiliated entities named on the attached list. Mr. Bonow is also a board member of the non-profit Children's Learning Initiative.

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

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

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

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

CERTIFICATION

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

I, John Bonow, 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 2nd day of October 2018



Notary Public

LORRAINE CEDENO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01CE6343870
Qualified in New York County
My Commission Expires 06-20-2020

Public Financial Management, Inc.
Name of submitting business

John Bonow
Print name


Signature

President/CEO
Title

10 / 02 / 2018
Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name Marty Margolis
Date of birth 07 / 22 / 1944
Home address _____ (pursuant to the firm's policy regarding sensitive
City/state/zip _____ data, personal residential addresses are not provided)
Business address 213 Market Street
City/state/zip Harrisburg, PA 17101
Telephone (717) 232-2723
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 10 / ____ / 1995
Chairman of Board ____/____/____ Shareholder ____/____/____
Chief Exec. Officer ____/____/____ Secretary ____/____/____
Chief Financial Officer ____/____/____ Partner ____/____/____
Vice President ____/____/____ ____/____/____
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
YES X NO ____ If Yes, provide details. Public Financial Management, Inc. is a wholly owned subsidiary of it's parent company PFM I, LLC. I currently hold 3.00% equity in PFM I, LLC.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ____ NO X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES X NO ____;
If Yes, provide details. Beginning 01/01/2012 and carrying thru to the present, Mr. Margolis also serves as President and/or Treasurer of BondResource Partners LLC, PFM Asset Management LLC, PFM I, LLC, PFM Investment, LLC, and Swap Advisors LLC.

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

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

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

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

CERTIFICATION

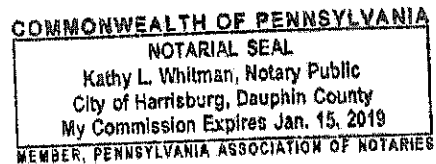
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Marty Margolis, 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 2nd day of October 2018

Kathy L. Whitman

Notary Public



Public Financial Management, Inc.

Name of submitting business

Marty Margolis

Print name

[Signature]

Signature

Treasurer/Managing Director

Title

10 / 02 / 2018

Date

PRINCIPAL QUESTIONNAIRE FORM

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1. Principal Name Cheryl Maddox
Date of birth 01 / 31 / 1969
Home address (pursuant to the firm's policy regarding sensitive
City/state/zip data, personal residential addresses are not provided)
Business address 1735 Market Street, 43rd Floor
City/state/zip Philadelphia, PA 19103
Telephone (215) 567-6100
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 04 / 30 / 2018
Chief Financial Officer ____/____/____ Partner ____/____/____
Vice President ____/____/____ ____/____/____
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
YES ____ NO X If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ____ NO X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES X NO ____;
If Yes, provide details.

Effective April 30, 2018 and carrying thru to the present, Cheryl has served as Secretary of the affiliated entities named on the attached list (with the exception of PFM Asset Management LLC, PFM Solutions LLC, PFM Financial Services LLC, and PFM Advisors UK Limited).

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

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.

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

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

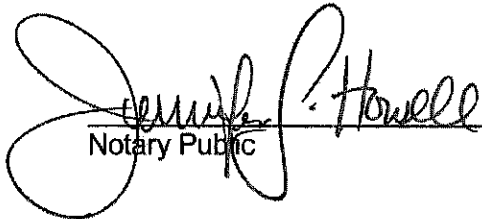
- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ☐ NO ☒ If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ☐ NO ☒ If Yes, provide details for each 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

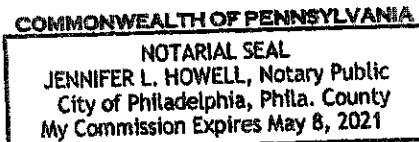
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Cheryl D. Maddox, 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 2nd day of October 2018

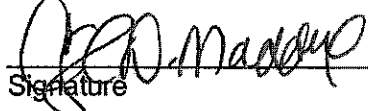


Notary Public



Public Financial Management, Inc.
Name of submitting business

Cheryl D. Maddox
Print name



Signature

Secretary/General Counsel
Title

10 / 02 / 2018
Date



PUBLIC FINANCIAL MANAGEMENT, INC.
PARENT & AFFILIATES

<u>Name</u>	<u>Address</u>
PFM I, LLC (Ultimate Parent)	1735 Market Street, 43rd Floor Philadelphia, PA 19103 EIN 26-4770013
PFM Investment, LLC (Holding Company)	1735 Market Street, 43 rd Floor Philadelphia, PA 19103 EIN 26-4770449
BondResource Partners, LP (Affiliate)	1735 Market Street, 43rd Floor Philadelphia, PA 19103 EIN 03-0391699
BondResource Partners, LLC (Affiliate)	1735 Market Street, 43 rd Floor Philadelphia, PA 19103 EIN 03-0391710
PFM Asset Management LLC (Affiliate)	One Keystone Plaza, Suite 300 Harrisburg, PA 17101 EIN 23-3087064
PFM Financial Advisors LLC (Affiliate)	1735 Market Street, 43 rd Floor Philadelphia, PA 19103 EIN 23-1992164
PFM Financial Services LLC (Affiliate)	1735 Market Street, 43 rd Floor Philadelphia, PA 19103 EIN 20-2059848
PFM Fund Distributors, Inc. (Affiliate)	One Keystone Plaza, Suite 300 Harrisburg, PA 17101 EIN 25-1891978
PFM Group Consulting LLC (Affiliate)	1735 Market Street, 43 rd Floor Philadelphia, PA 19103 EIN 81-1642478
PFM Solutions LLC (Affiliate)	1735 Market Street, 43 rd Floor Philadelphia, PA 19103 EIN 81-0801394
PFM Swap Advisors LLC (Affiliate)	1735 Market Street, 43rd Floor Philadelphia, PA 19103 EIN 46-4480928



PARENT & AFFILIATES

<u>Name</u>	<u>Address</u>
PFM Ventures LLC (Affiliate)	1735 Market Street, 43 rd Floor Philadelphia, PA 19103 EIN 46-4480928
Western Financial Group, LLC (Affiliate)	1735 Market Street, 43 rd Floor Philadelphia, PA 19103 EIN 9



October 2, 2018

Principal Questionnaire Form
ADDITIONAL DISCLOSURES

pfm

40 Wall Street
49th Floor
New York, NY 10005
212.809.4212

pfm.com

Item 6

Public Financial Management Inc. ("PFM") and its affiliates maintain nationwide financial advisory practices servicing hundreds of different clients at any one time. Our client base has increased regularly over the years and we do not have a system or administrative capacity to track this information as required by the question. Consequently we are not in a position to provide a factual response.

Item 7.b

Public Financial Management, Inc. ("PFM") maintains a nationwide financial advisory practice servicing hundreds of different clients at any one time. Our client base has increased regularly over the years as a result, we believe, of client satisfaction. All PFM client service contracts are terminable in the discretion of the client on short notice. PFM does not maintain records that are indexed to identify why a client engagement has become inactive, if we in fact have been informed by the client, and, consequently PFM is not in a position to provide a factual response.

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: October 2, 2018

1) Proposer's Legal Name: Public Financial Management, Inc.

2) Address of Place of Business: 1735 Market Street, 43rd Floor, Philadelphia, PA 19103

List all other business addresses used within last five years:

PFMFA has greater than 30 offices nationwide, including a NY office located at 40 Wall Street.

3) Mailing Address (if different): 40 Wall Street, 49th Floor, New York, NY 10005

Phone : (212) 809-4212

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: 03-800-6920

5) Federal I.D. Number: 23-1992164

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

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

Yes X No ____ If Yes, please provide details: Some PFM offices share these resources with affiliated PFM entities.

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

- 9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes X No If Yes, provide details. _____

** See Public Financial Management, Inc. Parent & Affiliates list included above **

- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes No X If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). _____

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

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

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

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

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

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

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

* The firm has no knowledge regarding Question #14 above.

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 conflicts 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 conflicts 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 conflicts 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.
PFM has a full staffed legal and compliance department who are responsible for reviewing all contract matters and identifying and address any real or potential conflict of interest.

- A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified. **Please find attached along with response to items i through viii**

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

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

- B. Indicate number of years in business. **42 years**

- C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services. **Please find response with Item A-vii attached**

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

Company Nassau County

Contact Person Christopher Nolan

Address One West Street

City/State Mineola, NY 11501

Telephone 516.571.4269

Fax # _____

E-Mail Address cnolan@nassaucountyny.gov

Company Suffolk County
Contact Person Thomas Melito
Address 100 Veterans Memorial Highway, PO Box 6100
City/State Hauppauge, NY 11788
Telephone 631.853.4000
Fax # _____
E-Mail Address thomas.melito@suffolkcountyny.gov

Company Indiana Finance Authority
Contact Person Cullen Cochran
Address 1 North Capitol, Suite 900
City/State Indianapolis, IN 46204
Telephone 317.234.8831
Fax # _____
E-Mail Address CuCochran@ifa.in.gov



Timothy Carden

Managing Director

Public Financial Management Inc.

Mr. Carden has more than 30 years of experience in public finance and management of government and non-profit enterprises. He joined PFM in 2011 and is the co-head of the firm's public-private partnership (P3) practice. Tim began his career as Special Assistant to the Commissioner of Transportation in New Jersey. He subsequently served as Cabinet Secretary to the Governor and as Commissioner of the Department of Human Services, the state's largest agency. He entered the field of public finance as a banker at Kidder, Peabody & Co. before moving to Donaldson, Lufkin & Jenrette, where he was a partner in the firm's municipal securities division.

A pioneer in the field of P3, Tim established his own advisory firm in 1996, which provided public agencies a variety of mechanisms for leveraging underutilized or undercapitalized assets. At PFM he has lead the firm's P3 advisory services to Nassau County on two innovative procurements: the redeployment of the Veterans Coliseum and surrounding property, and the executed management contract with United Water for the County's sewer system. Additionally, he is currently advising Nassau County on the valuation of the Nassau District Energy Scheme. He leads the firm's P3 advisory services to the States of Pennsylvania and Virginia and also advised the City of Allentown, PA on its landmark competitively bid long-term lease of its water and sewer systems. He is advising cities and counties in these and other states as they evaluate and execute P3 transactions involving commuter and central city parking, transit and highway facilities, utility and real estate assets. Tim has worked extensively on government budgetary matters, completing two full terms on the Board of the New Jersey Economic Development Authority, where he chaired the Audit Committee.

Contact

40 Wall Street
49th floor
New York, NY 10005

cardent@pfm.com
646.561.0716 office

Specialties

Alternative Finance

Higher Education,
Environmental Utilities,
Transportation

Education

B.A. in Government
Harvard College

Professional Designations or Licenses

Municipal Advisor
Representative (Series 50)

Started with PFM: 2011

Started in the Field: 1985

- i) **Date of formation;**
April 11, 1975
- ii) **Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;**
There are no individuals having ownership in Public Financial Management, Inc. PFM is a wholly owned subsidiary of it's parent company PFM I, LLC.
- iii) **Name, address and position of all officers and directors of the company;**
John Bonow, President/CEO: 1735 Market Street, 43rd Floor, Philadelphia, PA 19103
Cheryl Maddox, Secretary/General Counsel: 1735 Market Street, 43rd Floor, Philadelphia, PA 19103
Marty Margolis, Treasurer: 213 Market Street, Harrisburg, PA 17101
- iv) **State of incorporation (if applicable);**
Pennsylvania
- v) **The number of employees in the firm;**
316
- vi) **Annual revenue of firm;**
\$180M
- vii) **Summary of relevant accomplishments**
PFM has provided financial advisory services to Nassau County for more than 10 years on a broad array of issues, including numerous debt management issues, analysis and execution of a qualified management contract for operation and maintenance of the County's sewer system, and financial analysis of the final proposals for renovation and repurposing of the Nassau Coliseum and surrounding properties. In addition, PFM has provided advice on outsourcing and leasing of municipal operations including water and sewer systems, compressed natural gas fueling, land field gas electric generation projects, and private financing of public buildings for governments and universities.
- viii) **Copies of all state and local licenses and permits.**
Certificate of Authority attached.

NYS Department of State

Division of Corporations

Entity Information

Selected Entity Name: PUBLIC FINANCIAL MANAGEMENT, INC.

Selected Entity Status Information

Current Entity Name: PUBLIC FINANCIAL MANAGEMENT, INC.

Initial DOS Filing Date: JULY 08, 1986

County: NEW YORK

Jurisdiction: PENNSYLVANIA

Entity Type: FOREIGN BUSINESS CORPORATION

Current Entity Status: ACTIVE

Selected Entity Address Information

DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)

C/O THE PRENTICE-HALL CORPORATION SYSTEM, INC.

80 STATE STREET

ALBANY, NEW YORK, 12207

Chairman or Chief Executive Officer

F JOHN WHITE

2 LOGAN SQUARE #1600

18TH & ARCH STS

PHILADELPHIA, PENNSYLVANIA, 19103-2770

Principal Executive Office

PUBLIC FINANCIAL MANAGEMENT, INC.

2 LOGAN SQUARE #1600

18TH & ARCH STS

PHILADELPHIA, PENNSYLVANIA, 19103-2770

Registered Agent

THE PRENTICE-HALL CORPORATION SYSTEM, INC.

80 STATE STREET

ALBANY, NEW YORK, 12207

NOTE: New York State does not issue organizational identification numbers.

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, Timothy Carden, 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 2nd day of October

2018

[Signature]
Notary Public

LORRAINE CEDENO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01CE6343870
Qualified in New York County
My Commission Expires 06-20-2020

Name of submitting business: Public Financial Management, Inc.

By: Timothy Carden

Print name

[Signature]
Signature

Managing Director

Title

10 / 02 / 2018
Date

COUNTY OF NASSAU

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

1. Name of the Entity: Public Financial Management, Inc.

Address: 1735 Market Street, 43rd Floor

City, State and Zip Code: Philadelphia, PA 19103

2. Entity's Vendor Identification Number: 23-1992164

3. Type of Business: X Public Corp Partnership Joint Venture

 Ltd. Liability Co Closely Held Corp Other (specify)

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

<u>John Bonow, President/CEO</u>	<u>1735 Market Street, 43rd Floor</u> <u>Philadelphia, PA 19103</u>
<u>Cheryl Maddox, Secretary/General Counsel</u>	<u>1735 Market Street, 43rd Floor</u> <u>Philadelphia, PA 19103</u>
<u>Marty Margolis, Treasurer</u>	<u>213 Market Street</u> <u>Harrisburg, PA 17101</u>

 ** See attached for list of Partners **

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.

<u>PFM I, LLC (Ultimate Parent)</u>	<u>1735 Market Street, 43rd Floor</u> <u>Philadelphia, PA 19103</u>
-------------------------------------	--

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

** See above list of affiliated entities. Neither of these will take part in the performance of this contract. **

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

(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.

N / A

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

N / A

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

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

Dated: October 2, 2018

Signed: 

Print Name: Timothy Carden

Title: Managing Director

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

Public Financial Management, Inc.
Officers and Partners

Last Name	First Name	Title	Office Location
1 Blanchett	Kari	Managing Director/Partner	555 Briarwood Circle, Ste. 333 Ann Arbor, MI 48108
2 Quinn	Brian	Managing Director/Partner	555 Briarwood Circle, Ste. 333 Ann Arbor, MI 48108
3 Stauder	Paul	Managing Director/Partner	555 Briarwood Circle, Ste. 333 Ann Arbor, MI 48108
4 Bush	Nelson	Managing Director/Partner	4350 North Fairfax Drive, Ste. 580 Arlington, VA 22203
5 Carter	JoAnne	Managing Director/Partner	4350 North Fairfax Drive, Ste. 580 Arlington, VA 22203
6 Hartman	Daniel	Managing Director/Partner	4350 North Fairfax Drive, Ste. 580 Arlington, VA 22203
7 Waley	Dennis	Managing Director/Partner	221 West 6th Street, Suite 1900 Austin, TX 78701
8 Bass	Jeremy	Managing Director/Partner	100 High Street, Suite 2300 Boston, MA 02110
9 Doyle	Christine	Managing Director/Partner	100 High Street, Suite 2300 Boston, MA 02110
10 Matte	June	Managing Director/Partner	100 High Street, Suite 2300 Boston, MA 02110
11 Fraizer	Michael	Managing Director/Partner	11605 N. Community House Rd., Suite 500 Charlotte, NC 28277
12 Lover	James	Managing Director/Partner	11605 N. Community House Rd., Suite 500 Charlotte, NC 28277
13 Mace	Michael	Managing Director/Partner	11605 N. Community House Rd., Suite 500 Charlotte, NC 28277
14 Cepeda	Adela	Managing Director/Partner	222 North LaSalle, Suite 910 Chicago, IL 60601
15 Jaworski	Jill	Managing Director/Partner	222 North LaSalle, Suite 910 Chicago, IL 60601
16 Schroeder	Jeffrey	Managing Director/Partner	222 North LaSalle, Suite 910 Chicago, IL 60601
17 Sullivan	Timothy	Managing Director/Partner	222 North LaSalle, Suite 910 Chicago, IL 60601
18 Pugh	Bethany	Managing Director/Partner	7251 Engle Road, Suite 115 Cleveland, OH 44130
19 Blackwood	Christopher	Managing Director/Partner	633 17th Street, Suite 2250 Denver, CO 80202
20 Burmeister	Jon	Managing Director/Partner	801 Grand, Suite 3300 Des Moines, IA 50309
21 Knutson	Myron	Managing Director/Partner	1726 Prairie Lane Fargo, ND 58103
22 Cheddar	Robert	Managing Director/Partner	213 Market Street Harrisburg, PA 17101

Public Financial Management, Inc.
Officers and Partners

Last Name	First Name	Title	Office Location
23 Doyle	Jamie	Managing Director/Partner	213 Market Street Harrisburg, PA 17101
24 Eisel	Matthew	Managing Director/Partner	213 Market Street Harrisburg, PA 17101
25 Fava	Barbara	Managing Director/Partner	213 Market Street Harrisburg, PA 17101
26 Goodnight	Debra	Managing Director/Partner	213 Market Street Harrisburg, PA 17101
27 Harris	Michael	Managing Director/Partner	213 Market Street Harrisburg, PA 17101
28 Hess	Daniel	Managing Director/Partner	213 Market Street Harrisburg, PA 17101
29 Jones	Karen	Managing Director/Partner	213 Market Street Harrisburg, PA 17101
30 Karwejna	Leo	Managing Director/Partner	213 Market Street Harrisburg, PA 17101
31 Margolis	Marty	Treasurer	213 Market Street Harrisburg, PA 17101
32 Molloy	John	Managing Director/Partner	213 Market Street Harrisburg, PA 17101
33 Reeser	David	Managing Director/Partner	213 Market Street Harrisburg, PA 17101
34 Remig	Bradley	Managing Director/Partner	213 Market Street Harrisburg, PA 17101
35 Rowe	Jeffrey	Managing Director/Partner	213 Market Street Harrisburg, PA 17101
36 Schiebel	Kenneth	Managing Director/Partner	213 Market Street Harrisburg, PA 17101
37 Shearer	Scott	Managing Director/Partner	213 Market Street Harrisburg, PA 17101
38 Varano	Michael	Managing Director/Partner	213 Market Street Harrisburg, PA 17101
39 Williard	Glen	Managing Director/Partner	213 Market Street Harrisburg, PA 17101
40 Dotts	Philip	Managing Director/Partner	116 Jefferson Street South, Suite 301 Huntsville, AL 35801
41 Case	William	Managing Director/Partner	8200 Bryan Dairy Road, Suite 325 Largo, FL 33777
42 Fullerton	Kenneth	Managing Director/Partner	8200 Bryan Dairy Road, Suite 325 Largo, FL 33777
43 Sullivan	William	Managing Director/Partner	4250 Veterans Memorial Hwy, Suite 3150 Long Island, NY 11741
44 Berwanger	Michael	Managing Director/Partner	601 S. Figueroa Street, Suite 4500 Los Angeles, CA 99017
45 Franke	Laura	Managing Director/Partner	601 S. Figueroa Street, Suite 4500 Los Angeles, CA 99017

Public Financial Management, Inc.
Officers and Partners

Last Name	First Name	Title	Office Location
46 Meacham	Sarah	Managing Director/Partner	601 S. Figueroa Street, Suite 4500 Los Angeles, CA 99017
47 Daniel	Elise	Managing Director/Partner	530 Oak Court Drive, Suite 160 Memphis, TN 38117
48 Lowe	Lauren	Managing Director/Partner	530 Oak Court Drive, Suite 160 Memphis, TN 38117
49 Brick	Errol	Managing Director/Partner	2222 Ponce De Leon, 3rd Floor Miami, FL 33134
50 Masvidal	Sergio	Managing Director/Partner	2222 Ponce De Leon, 3rd Floor Miami, FL 33134
51 Hanson	Donn	Managing Director/Partner	50 South 6th Street, Suite 2250 Minneapolis, MN 55402
52 Mitchell	Jessica	Managing Director/Partner	50 South 6th Street, Suite 2250 Minneapolis, MN 55402
53 Eichenthal	David	Managing Director/Partner	601 Poydras Street, Suite 1875 New Orleans, LA 70130
54 Carden	Timothy	Managing Director/Partner	40 Wall Street, 49th Floor New York, NY 10005
55 Francoeur	Mary	Managing Director/Partner	40 Wall Street, 49th Floor New York, NY 10005
56 Keays	Tracey	Managing Director/Partner	40 Wall Street, 49th Floor New York, NY 10005
57 Alexander	Steven	Managing Director/Partner	300 S. Orange Avenue, Suite 1170 Orlando, FL 32801
58 Glover	James	Managing Director/Partner	300 S. Orange Avenue, Suite 1170 Orlando, FL 32801
59 Miller	David	Managing Director/Partner	300 S. Orange Avenue, Suite 1170 Orlando, FL 32801
60 Moore	David	Managing Director/Partner	300 S. Orange Avenue, Suite 1170 Orlando, FL 32801
61 Wilder	D.	Managing Director/Partner	300 S. Orange Avenue, Suite 1170 Orlando, FL 32801
62 Aileo	Michael	Managing Director/Partner	1735 Market Street, 43rd Floor Philadelphia, PA 19103
63 Ammaturo	Marc	Managing Director/Partner	1735 Market Street, 43rd Floor Philadelphia, PA 19103
64 Benson	Kerry	Managing Director/Partner	1735 Market Street, 43rd Floor Philadelphia, PA 19103
65 Bonow	John	President/CEO	1735 Market Street, 43rd Floor Philadelphia, PA 19103
66 Clupper	Katherine	Managing Director/Partner	1735 Market Street, 43rd Floor Philadelphia, PA 19103
67 Delany	Robert	Managing Director/Partner	1735 Market Street, 43rd Floor Philadelphia, PA 19103
68 Kaplan	Dean	Managing Director/Partner	1735 Market Street, 43rd Floor Philadelphia, PA 19103

Public Financial Management, Inc.
Officers and Partners

Last Name	First Name	Title	Office Location
69 Kozloff	Daniel	Managing Director/Partner	1735 Market Street, 43rd Floor Philadelphia, PA 19103
70 Link	Valentine	Managing Director/Partner	1735 Market Street, 43rd Floor Philadelphia, PA 19103
71 Maddox	Cheryl	Secretary/General Counsel	1735 Market Street, 43rd Floor Philadelphia, PA 19103
72 Manieri	Biagio	Managing Director/Partner	1735 Market Street, 43rd Floor Philadelphia, PA 19103
73 Matteo	Albert	Managing Director/Partner	1735 Market Street, 43rd Floor Philadelphia, PA 19103
74 Nadol	Michael	Managing Director/Partner	1735 Market Street, 43rd Floor Philadelphia, PA 19103
75 Pearsall	Jeffrey	Managing Director/Partner	1735 Market Street, 43rd Floor Philadelphia, PA 19103
76 Spagnola	John	Managing Director/Partner	1735 Market Street, 43rd Floor Philadelphia, PA 19103
77 Starr	David	Managing Director/Partner	1735 Market Street, 43rd Floor Philadelphia, PA 19103
78 Stewart	Geoffrey	Managing Director/Partner	1735 Market Street, 43rd Floor Philadelphia, PA 19103
79 White	F John	Managing Director/Partner	1735 Market Street, 43rd Floor Philadelphia, PA 19103
80 Faber	Stephen	Managing Director/Partner	821 Alexander Road, Suite 110 Princeton, NJ 08540
81 Rich	Robert	Managing Director/Partner	821 Alexander Road, Suite 110 Princeton, NJ 08540
82 Rotty	Kevin	Managing Director/Partner	3200 Lauderdale Drive, Suite 102 Richmond, VA 23233
83 Brant	Lauren	Managing Director/Partner	50 California Street, Suite 2300 San Francisco, CA 94111
84 Gallucci	Brian	Managing Director/Partner	50 California Street, Suite 2300 San Francisco, CA 94111
85 Gamble	Robert	Managing Director/Partner	50 California Street, Suite 2300 San Francisco, CA 94111
86 Hollenbeck	Sarah	Managing Director/Partner	50 California Street, Suite 2300 San Francisco, CA 94111
87 Jones	Nancy	Managing Director/Partner	50 California Street, Suite 2300 San Francisco, CA 94111
88 Shellenberger	Peter	Managing Director/Partner	50 California Street, Suite 2300 San Francisco, CA 94111
89 Spyke	Monique	Managing Director/Partner	50 California Street, Suite 2300 San Francisco, CA 94111

AMENDMENT NO. 1

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of the date (the "Effective Date") that this Amendment is executed by Nassau County, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Office of Management and Budget, having its principal office at 1 West Street, Mineola, New York 11501 (the "Department"), (ii) Public Financial Management, Inc. ("PFMI"), and (iii) PFM Financial Advisors LLC, each having an office at 40 Wall Street, 49th Floor, New York, New York 10005 ("PFMFA and Contractor").

W I T N E S S E T H:

WHEREAS, pursuant to County contract number CQBU15000008 between the County and "PFMI", executed on behalf of the County on May 13, 2015 (the "Original Agreement"), PFMI provided financial advisory services in connection with the County's proposed Public-Private Partnership transaction involving the County's District Energy Scheme, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from January 20, 2015 until January 19, 2018, unless sooner terminated in accordance with the provisions of the Original Agreement, provided that the County may renew the Original Agreement under the same terms and conditions for one (1) additional one (1) year period (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to pay the Contractor under the Original Agreement as full consideration for the Contractor's Services, including expenses, was Five Hundred Thousand Dollars (\$500,000.00) (the "Maximum Amount"); and

WHEREAS, the County desires to exercise the one (1) year option to renew by extending the Original Term, and amend the Compliance with Law section of the Original Agreement; and

WHEREAS, Section 10 of the Original Agreement permits an assignment of the Original Agreement with the County's prior written consent; and

WHEREAS, the parties now desire to amend the Original Agreement as set forth herein.

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

1. Assignment. PFMI hereby assigns and conveys the Original Agreement, and all of PFMI's rights, title, interests and obligations in, to and under the Original Agreement to its affiliate, PFMFA, a municipal advisor registered with the SEC and MSRB, effective as of the date hereof, and PFMFA hereby agrees to accept such assignment and conveyance, and for all intents and purposes PFMFA shall be deemed the Contractor under the Original

Agreement as if originally set forth therein. ***By execution of this Amendment, the County hereby consents to such Assignment.***

2. Renewal of Term. The Original Agreement shall be renewed and thereby extended by one (1) year so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be January 19, 2019, subject to earlier termination as provided for under the Amended Agreement.

3. Compliance with Law. Section 6 of the Original Agreement is hereby amended to add the following subsections:

(d) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(e) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

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

[Remainder of Page Intentionally Left Blank.]

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

Public Financial Management, Inc.

By: Timothy L. Carden
Name: TIMOTHY CARDEN
Title: MANAGING DIRECTOR
Date: 7/17/2018

PFM Financial Advisors-LLC

By: Timothy L. Carden
Name: TIMOTHY CARDEN
Title: MANAGING DIRECTOR
Date: 7/17/2018

NASSAU COUNTY

By: _____
Name: _____
Title: County Executive
☐ Deputy County Executive
Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss.:

On the 17th day of July in the year 2018 before me personally came Timothy Carden to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Essex that he ~~or she~~ is the Managing Director of PFM Financial Advisors LLC, the corporation described herein and which executed the above instrument; and that he ~~or she~~ signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

Lee

LORRAINE CEDENO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01CE8343870
Qualified in New York County
My Commission Expires 06-20-2020

STATE OF NEW YORK))ss.:
COUNTY OF NASSAU)

On the ____ day of _____ in the year 20__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/29/2017

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
Crystal & Company
Crystal IBC LLC
32 Old Slip
New York NY 10005

CONTACT NAME: Brian Rozynski
PHONE (A/C No. Exp): 212-504-1882 FAX (A/C No. Exp): 212-504-1899
E-MAIL: brian.rozynski@crystalco.com
ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Indian Harbor Insurance Company	36940
INSURER B: Arch Insurance Company	11150
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
PUBLFI
PFM I, LLC
1735 Market Street, 43rd Floor
Philadelphia PA 19103

COVERAGES

CERTIFICATE NUMBER: 1136475135

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION WAIVER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$
	CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					PRODUCTS - COMPO AGG \$
	OTHER:					\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO					BODILY INJURY (Per person) \$
	OWNED AUTOS ONLY	SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	HIRED AUTOS ONLY	NON-OWNED AUTOS ONLY				PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB	OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	CLAIMS-MADE				AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
A B	Information Security & Privacy (Cyber) Liability		MTP003154203 NPL005933302	11/30/2017 11/30/2017	11/30/2018 11/30/2018	Limit of Liability: \$10,000,000 in the aggregate

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

Evidence of coverage only.

CERTIFICATE HOLDER

CANCELLATION

Public Financial Management Inc.
1735 Market Street, 43rd Floor
Philadelphia PA 19103

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

Crystal & Company

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/6/2017

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 Crystal & Company Crystal IBC LLC 32 Old Slip New York NY 10005	CONTACT NAME: Phyllis Chechile	
	PHONE (A/C No. Excl): 212-504-5909	FAX (A/C No.): 212-504-1899
INSURED Public Financial Management, Inc. 1735 Market Street, 43rd Floor Philadelphia PA 19103	E-MAIL ADDRESS: phyllis.chechile@crystalco.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Federal Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		
NAIC #		
20281		

COVERAGES

CERTIFICATE NUMBER: 26066935

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR (INSR) (WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY					
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
	OTHER:					
	AUTOMOBILE LIABILITY					
	<input type="checkbox"/> ANY AUTO					
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY					
	<input type="checkbox"/> HIRED AUTOS ONLY					
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR					
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION S					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N				
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				
A	Financial Institution Bond		81470605	11/30/2017	11/30/2018	\$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Coverage Only

CERTIFICATE HOLDER**CANCELLATION**

Public Financial Management, Inc.	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 <i>Crystal & Company</i>

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ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/27/2017

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Conner Strong & Buckelew Two Liberty Place 50 S. 16th Street, Suite 3600 Philadelphia, PA 19102	CONTACT NAME:	
	PHONE (A/C, No, Ext): 877-861-3220	FAX (A/C, No): 856-830-1535
INSURED Public Financial Management, Inc. 1735 Market Street 43rd Floor Philadelphia, PA 19103-2770	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Great Northern Insurance Company	NAIC # 20303
	INSURER B : Federal Insurance Company	20281
	INSURER C : Vigilant Insurance Company	20397
	INSURER D :	
INSURER E :		
INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR 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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER		35363950	11/30/2017	11/30/2018	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 - COMP/OP AGG \$included in \$General Aggre
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		73248555	11/30/2017	11/30/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		79774080	11/30/2017	11/30/2018	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C	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	71739979	01/01/2018	01/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Property		35363950	11/30/2017	11/30/2018	See Limits Listed Below

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

PROPERTY LIMITS:

- PERSONAL PROPERTY & EDP BLANKET LIMIT: \$8,277,500
- BUSINESS INCOME WITH EXTRA EXPENSE BLANKET LIMIT: \$2,202,500
- ACCOUNTS RECEIVABLE BLANKET LIMIT: \$615,000
- VALUABLE PAPERS BLANKET LIMIT: \$298,750

CERTIFICATE HOLDER

CANCELLATION

EVIDENCE OF COVERAGE	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 <i>W. Michael Tognard</i>

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Insurance Statement

Public Financial Management, Inc. ("PFM") has a complete insurance program, including property, casualty, comprehensive general liability, automobile liability and workers compensation. PFM maintains professional liability and fidelity bond coverages which total \$30 million and \$10 million, respectively. PFM also carries a \$10 million cyber liability policy.

Our Professional Liability policy is a "claims made" policy and our General Liability policy claims would be made by occurrence.

Deductibles/SIR:

Automobile \$250 comprehensive & \$500 collision

Cyber Liability \$50,000

General Liability \$0

Professional Liability (E&O) \$1,000,000

Financial Institution Bond \$75,000

Insurance Company & AM Best Rating

Professional Liability (E&O)	Endurance American Specialty Insurance; (A+; XV)
	XL Specialty Insurance Company; (A; XV)
	Continental Casualty Company; (A; XV)
	Starr Indemnity & Liability Company; (A; XIV)
Financial Institution Bond	Federal Insurance Company; (A++; XV)
Cyber Liability	Indian Harbor Insurance Company (A; XV)
General Liability	Great Northern Insurance Company; (A++; XV)
Automobile Liability	Federal Insurance Company; (A++; XV)
Excess /Umbrella Liability	Federal Insurance Company; (A++; XV)
Workers Compensation & Employers Liability	Great Northern Insurance Company; (A++; XV)



Contract Details

SERVICE: Financial Advisory Services

NIFS ID #: CABU17000006

NIFS Entry Date: 2/28/2017

Term: 1/20/2015 – 1/19/2018

New	Renewal
Amendment	X
Time Extension	
Addl. Funds	
Blanket Resolution	
RES#	

1) Mandated Program:	Yes	No
2) Comptroller Approval Form Attached:	Yes	No
3) CSEA Agreement § 32 Compliance Attached:	Yes	No
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes	No
5) Insurance Required	Yes	No

Agency Information

Vendor	
Name Public Financial Management, Inc.	Vendor ID# 23-1992164
Address Two Logan Square Suite 1600 Philadelphia, PA 19103	Contact Person Timothy Carden Phone (646) 561-1716

County Department
Department Contact Christopher L. Nolan Office of Management and Budget
Address 1 West Street Mincola, NY 11501
Phone (516) 571-4269

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head) Contractor Registered	2/28/17		
	OMB	NIFS Approval (Contractor Registered)	3/1/17		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not required if blanket resolution
	County Attorney	CA RE & Insurance Verification			
	County Attorney	CA Approval as to form			Yes <input type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA			
	County Attorney	NIFS Approval			
	Comptroller	NIFS Approval	4/17/17		
3/1/17	County Executive	Notarization Filed with Clerk of the Leg.	3/1/17		



Contract Summary

Description:	Financial Advisory Services-Related To Public-Private Partnership For The Nassau County District Energy Scheme
Purpose:	The recommended firm, Public Financial Management, Inc. ("PFM"), will provide financial advisory services to the County in connection with the County's proposed Public-Private Partnership transaction (the "P3 Transaction") involving the County's District Energy Scheme (the "DES") to serve thermal energy users in and around the geographical area known as the Nassau Hub. The P3 Transaction may consist of the sale, lease, contract operations or other similar arrangement involving the DES. The County is planning to enter into a P3 Transaction with a selected proposer who will operate, maintain and manage the DES, providing thermal energy to existing, and potentially new, users. The County is interested in maximizing benefits for present thermal energy customers and exploring opportunities to encourage economic development in the Nassau Hub area. More specifically, PFM will provide financial advice and assistance; conduct analyses of book and market value; evaluate price proposals; and, assist in the negotiation of any P3 transaction.
Method of Procurement:	Request for Proposals
Procurement History:	
Description of General Provisions:	PFM will provide financial advice and assistance; conduct analyses of book and market value; evaluate price proposals; and, assist in the negotiation of any P3 transaction. Services will be billed at an all-inclusive, hourly rate with the sum total not to exceed \$500,000.
Impact on Funding / Price Analysis:	None
Change in Contract from Prior Procurement:	None
Recommendation:	Approve as submitted

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	10
Resp:	1000
Object:	DE
Transaction:	500

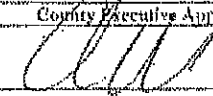

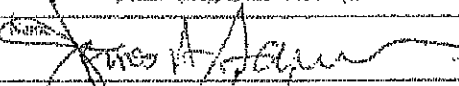
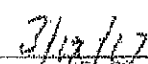
FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	
County	\$141,000.00
Federal	\$
State	\$
Capital	\$
Other Grant	\$
TOTAL	\$141,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	BUGEN1000/DE500	\$141,000.00
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$141,000.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: _____

Date: _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document meets, accepts & uses NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name: 
Name: 	Name: 	Date: 
Date: 4/10/17	Date: 4/7/2017	E #: _____

RECEIVED COUNTY CLERK'S OFFICE
17 APR 11 AM 10:51

Contract ID#: CQBU1500008

Department: Office of Management
and Budget

E-35-15

Contract Details

SERVICES: Financial Advisory Services

NIFS ID #: CQBU1500008 NIFS Entry Date: 2/17/15 Term: January 20, 2015 to January 19, 2018

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

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

Agency Information

Vendor	
Name	Vendor ID#
Public Financial Management, Inc	231992164
Address	Contact Person
Two Logan Square Suite 1600 Philadelphia, PA 19103	Timothy Carden
	Phone
	(646) 561-1716

County Department	
Department Contact	
Christopher L. Nolan	
Office of Management and Budget	
Address	
One West Street Mineola, NY 11503	
Phone	
(516) 571-4269	

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd.	SIGNATURE	Leg. Approval Required
2/17/15	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)	2/17/15	Ryan Stott	
	OMB	NIFS Approval	2/17/15	Robert O'Neil	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
2/23/15	County Attorney	CA RE&I Verification	2/23/15	J. O'Neil	
	County Attorney	CA Approval as to form	02/24/2015	Se. J. Se.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	LEG	Legislative Affairs	2/24/15	Benjamin O'Neil	
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>				
	County Attorney	NIFS Approval	02/24/2015	Se. J. Se.	
	County Comptroller	NIFS Approval	2/24/15	Ryan	
	County Executive	Notarization Filed with Clerk of the Leg.	3/2/15		



Contract Summary

Description: Financial Advisory Services Related To Public-Private Partnership For The Nassau County District Energy Scheme
Purpose: The recommended firm, Public Financial Management, Inc. ("PFM"), will provide financial advisory services to the County in connection with the County's proposed Public-Private Partnership transaction (the "P3 Transaction") involving the County's District Energy Scheme (the "DES") to serve thermal energy users in and around the geographical area known as the Nassau Hub. The P3 Transaction may consist of the sale, lease, contract operations or other similar arrangement involving the DES. The County is planning to enter into a P3 Transaction with a selected proposer who will operate, maintain and manage the DES, providing thermal energy to existing, and potentially new, users. The County is interested in maximizing benefits for present thermal energy customers and exploring opportunities to encourage economic development in the Nassau Hub area. More specifically, PFM will provide financial advice and assistance; conduct analyses of book and market value; evaluate price proposals; and, assist in the negotiation of any P3 transaction.
Method of Procurement: Request for Proposals.
Procurement History:
Description of General Provisions: PFM will provide financial advice and assistance; conduct analyses of book and market value; evaluate price proposals; and, assist in the negotiation of any P3 transaction. Services will be billed at an all-inclusive, hourly rate with the sum total not to exceed \$500,000.
Impact on Funding / Price Analysis: None.
Change in Contract from Prior Procurement: None.
Recommendation: Approve as submitted.

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	BU
Resp:	1000
Object:	DE500
Transaction:	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXX
County	\$.01
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$.01

LINE	INDEX/OBJECT CODE	AMOUNT
1	BUGEN1000	\$.01
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$.01

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: _____

Date: _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS	I certify that an unencumbered balance sufficient to cover this contract is available at the time this document is to be changed.	Name: _____ Date: _____
Name: <i>Lein Davis</i> Date: <i>4/2/15</i>	Name: <i>[Signature]</i> Date: <i>4/2/15</i>	Name: <i>[Signature]</i> Date: <i>3/2/15</i>

E:3515

RULES RESOLUTION NO. 49-2015

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN
THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE OFFICE
OF MANAGEMENT AND BUDGET, AND PUBLIC FINANCIAL
MANAGEMENT, INC.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 3-30-15
VOTING:
ayes 7 nays 0 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County has negotiated a personal services agreement
with Public Financial Management, Inc. to provide financial advisory
services in connection with the County's proposed Public-Private
Partnership transaction involving the County's District Energy Scheme, a
copy of which is on file with the Clerk of the Legislature; now, therefore, be
it

RESOLVED, that the Rules Committee of the Nassau County
Legislature authorizes the County Executive to execute the said agreement
with Public Financial Management, Inc.

RULES RESOLUTION NO. – 2015

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE OFFICE OF MANAGEMENT AND BUDGET, AND PUBLIC FINANCIAL MANAGEMENT, INC.

WHEREAS, the County has negotiated a personal services agreement with Public Financial Management, Inc. to provide financial advisory services in connection with the County's proposed Public-Private Partnership transaction involving the County's District Energy Scheme, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with Public Financial Management, Inc.

George Maragos
Comptroller



OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR: Public Financial Management, Inc.
CONTRACTOR ADDRESS: Two Logan Square, Suite 1600
Philadelphia, PA 19103
FEDERAL TAX ID #: 232980987

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 December 31, 2014. Potential proposers were made aware of the availability of the RFP via a posting on the County Website and via newspaper advertisement that appeared in the January 5th, 2015 edition of Newsday.

III. ☐ This is a renewal, extension or amendment of an existing contract. N/A

The contract was originally executed by Nassau County on _____. This is an extension pursuant to the contract, or an amendment within the scope of the contract or (copies of the relevant pages are attached). The original contract was entered into after. Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

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

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:
- ☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.
- D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory

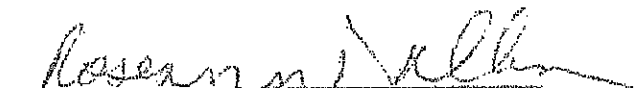
evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.


Department Head Signature
Roséann D'alleva, Budget Director
2/23/15
Date

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

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

ORIGINAL CHECK IS PRINTED ON CHEMICAL REACTIVE PAPER WHICH CONTAINS A WATERMARK



Public Financial Management Inc

Two Logan Square #1600
18th & Arch Streets
Philadelphia, PA 19103
215-567-6100

M&T Bank

Manufacturers and Traders Trust Company
Commercial Banking

60-295
313

002680

Date

Amount

2/11/2015

\$533.00

Pay Five Hundred Thirty-Three and no/100

To The Nassau County
Order Of Attn: Accounts Receivable
1550 Franklin Avenue
Mineola NY 11501
USA

Memo:

⑈002680⑈ ⑆031302955⑆

98566612290⑈

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 Management and Budget, having its principal office at 1 West Street, Mineola, New York 11501 (the "Department"), and (ii) Public Financial Management, Inc. having its principal office at 40 Wall Street, 49th floor, New York, New York 10005 (the "Contractor").

WITNESSETH:

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

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

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

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

1. Term. This Agreement shall commence on January 20, 2015 and terminate on January 19, 2018, unless sooner terminated in accordance with the provisions of this Agreement, provided that the County may renew this Agreement under the same terms and conditions for one (1) additional one (1) year period.

2. Services. (a) The services to be provided by the Contractor under this Agreement shall consist of financial advisory services in connection with the County's proposed Public-Private Partnership transaction (the "P3 Transaction") involving the County's District Energy Scheme (the "DES") to serve thermal energy users in and around the geographical area known as the Nassau Hub (the "Services"). The Services to be provided by the Contractor under this Agreement shall include, but not be limited to, the following:

- (i) Provide the County with financial advice and assistance in connection with the P3 Transaction, including, as appropriate, advice and assistance with respect to defining objectives, performing valuation analyses, and structuring, planning and negotiating the P3 Transaction;
- (ii) Conduct an analysis of the contractually defined "Book Value" of the assets as set forth in the existing Lease for the DES, as well as a "Market Value" analysis of the existing DES assets;
- (iii) Perform an evaluation of price proposals and provide the County with financial advice on responses from energy developers and financiers interested in purchasing, owning, operating, financing, reconditioning, reconstructing, expanding, repurposing, or any combination of the foregoing, the DES;
- (iv) Coordinate with the County's legal counsel to represent the County in the development and/or negotiation of any financial, business, tax and valuation provisions in a definitive agreement with the selected proposer, along with other documents in connection with the transaction;
- (v) Provide general advice and other services, upon request by the County, in connection with the P3 Transaction.

3. Payment. (a)(i) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the Contractor's Services, including expenses, under this Agreement shall not exceed the sum of Five Hundred Thousand Dollars (\$500,000.00) (the

"Maximum Amount"). Compensation for the Services performed by the Contractor shall be paid at an hourly rate according to the following fee schedule:

(i)	Managing Director:	\$350.00
(ii)	Director:	\$315.00
(iii)	Senior Consultant:	\$290.00
(iv)	Senior Analyst:	\$260.00
(v)	Analyst:	\$230.00

(2) As noted in Section 10(b) of this Agreement, the County consents to the Contractor's use of AUS, Inc. as a subcontractor to perform certain Services for the County. The County shall compensate the Contractor for expenses incurred for the payment of Services performed by AUS, Inc. at the following hourly rates:

(i)	Gary D. Shambaugh, Principal:	\$275.00
(ii)	Michael J. Diedrich, Principal:	\$250.00
(iii)	David A. Sheffer, Principal:	\$185.00
(iv)	Selby P. Jones, Associate:	\$165.00

(3) Any appearances before the County Legislature, or any committee thereof for the purpose of the approval of this Agreement or any amendment thereto, are to be construed as part of the fee negotiation and approval process and the Contractor agrees that no fee will be charged for any such appearances.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

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

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

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

4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or

Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

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

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

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

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

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

7. Minimum Service Standards. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in

connection with this Agreement so as not to endanger or harm any Person or property.

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

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

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

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

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

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single limit liability of not less One Million Dollars (\$1,000,000.00) per claim (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

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

provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

10. Assignment; Amendment; Waiver; Subcontracting. (a) This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

(b) Further to the foregoing, the County consents to the Contractor's subcontracting certain Services to AUS, Inc. with an office located at 155 Gaither Drive, Suite A, Mount Laurel, New Jersey 08054. AUS, Inc. shall be compensated in accordance with the rate structure provided for AUS, Inc. in Section 3(a)(2) of this Agreement. The Contractor is and shall remain primarily liable for the successful completion of all Services in accordance with this Agreement. Nothing in this Agreement or otherwise shall create any contractual relationship between the County and AUS, Inc. The Contractor agrees to be fully responsible to the County for the acts and omissions of AUS, Inc. The Contractor's obligation to pay AUS, Inc. is an independent obligation from the County's obligation to make payments to the Contractor. Therefore, the County shall have no obligation to pay or to enforce the payment of any moneys to AUS, Inc.

11. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

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

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the

Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

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

12. Accounting Procedures: Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

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

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

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

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

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

16. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

17. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

18. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

19. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of Five Hundred Thirty-three Dollars (\$533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

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

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

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

21. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

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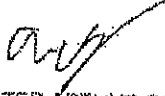
STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 9th day of February in the year 2015 before me personally came Timothy Caron to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Essex; that he or she is the Managing Director of Public Financial Management, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC


WALTER ARTHUR GODDE JR.
Notary Public, State of New York
Qualified in Nassau County
No. 01G56271945
My Commission Expires 11-13-2016

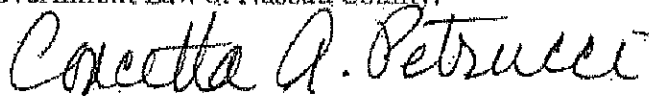
STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 13th day of May in the year 2015 before me personally came Charles Ebando to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC



CONCETTA A. PETRUCCI
Notary Public, State of New York
No. 01G56271945
Qualified in Nassau County
Commission Expires April 22, 2016

Appendix EE

Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions

or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction

recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

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

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

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

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

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

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

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

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

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

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

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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

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

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix L

Certificate of Compliance

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

1. The chief executive officer of the Contractor is:

John Bohow (Name)

Two Logan Square, Suite 1600, Philadelphia, PA 19103 (Address)

(215) 567-6100 (Telephone Number)

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

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

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

February 9, 2015

Dated

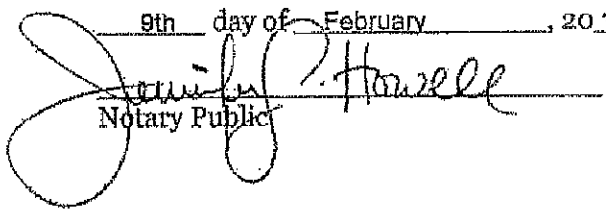

Signature of Chief Executive Officer

John Bonow

Name of Chief Executive Officer

Sworn to before me this

9th day of February, 2015.


Notary Public

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

JENNIFER L. HOWELL, Notary Public
City of Philadelphia, Phila. County
My Commission Expires May 8, 2017