



Certified:

**E-30-21**

Filed with the Clerk of the  
Nassau County Legislature  
February 26, 2021 11:11am

**NIFS ID:CQPW21000001 Department: Public Works**

**Capital:**

SERVICE: NC Sponsor-A-Highway Maintenance Program-PW-2020-02

Contract ID #:CQPW21000001 NIFS Entry Date: 05-JAN-21 Term: from to

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

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	Y
4) Material Adverse Information Identified? (if yes, attach memo):	Y
5) Insurance Required	Y

<b>Vendor Info:</b>	
Name: <b>Adopt A Highway Maintenance Corporation of New York</b>	Vendor ID#: <b>330603946</b>
Address: 101 Avenue of the Americas 8th & 9th Floor New York, NY 10013	Contact Person: Joshua Gensicke
	Phone: (800) 200-0003

<b>Department:</b>
Contact Name: David Viana
Address: Department of Public Works 1194 Prospect Ave Westbury, NY 11590 Phone: 516-571-6946

## Routing Slip

Department	NIFS Entry: X	14-JAN-21 -- LDIONISIO
Department	NIFS Approval: X	14-JAN-21 -- RDALLEVA
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	20-JAN-21 -- IQURESHI
OMB	NIFS Approval: X	15-JAN-21 -- NGUMIENIAK

County Atty.	Insurance Verification: X	15-JAN-21 -- AAMATO
County Atty.	Approval to Form: X	15-JAN-21 -- DMCDERMOTT
CPO	Approval: X	01-FEB-21 -- KOHAGENCE
DCEC	Approval: X	02-FEB-21 -- JCHIARA
Dep. CE	Approval: X	02-FEB-21 -- BSCHNEIDER
Leg. Affairs	Approval/Review: X	26-FEB-21 -- JSCHANTZ
Legislature	Approval:	
Comptroller	Deputy:	
NIFA	NIFA Approval:	

## Contract Summary

**Purpose:** This is a contract for procurement of roadway maintenance (litter removal) services for the Nassau County Sponsor-A-Highway Maintenance Program. The program will maintain the rights of way of major County-owned roadways, including the entire length of the north and south service roads of the Long Island Expressway (LIE) within the boundaries of Nassau County, Peninsula Boulevard from the Southern State Parkway to Ocean Avenue, and other roadways as the Department deems suitable. The program operator is responsible for picking up litter from the roadway's edge to the fence line. This will occur every two weeks on the LIE's service roads and monthly on Peninsula Boulevard. It is the responsibility of the program operator to secure financial sponsorships to cover all costs. If a segment of roadway is not sponsored, or if for any reason becomes a non-sponsored segment, the program operator will remain responsible for the litter removal of that segment.

Individuals, families, corporations, businesses, and organizations may participate as sponsors in this program. No elected officials may participate as sponsors and no political advertisements of any kind will be allowed. The Department reserves the right to deny participation to any proposed sponsors whose participation would not be in the best interest of the County. It is estimated that over 30 sponsor segments will be in place under the new contract. Sponsor segments generally are about one mile in length. The exact number of segments will be finalized in coordination with the program operator. While the operator may recommend locations for new signs, the Department will ultimately decide on sign locations. The Department will also be responsible for the installation and maintenance of all signs.

This is a revenue contract.

**Method of Procurement:** RFP issued 3/20/20

**Procurement History:** The Department issued a Request for Proposals on March 20, 2020, and notice of the RFP was published in Newsday, the New York State Contract Reporter, and the County's eProcurement page. One addendum to the RFP was issued on April 13, 2020.

**Description of General Provisions:** The Nassau County Sponsor-A-Highway Maintenance Program will maintain the rights of way of major County-owned roadways, including the entire length of the north and south service roads of the Long Island Expressway (LIE) within the boundaries of Nassau County, Peninsula Boulevard from the Southern State Parkway to Ocean Avenue, and other roadways as the Department deems suitable. The program operator is responsible for picking up litter from the roadway's edge to the fence line. This will occur every two weeks on the LIE's service roads and monthly on Peninsula Boulevard. It is the responsibility of the program operator to secure financial sponsorships to cover all costs. If a segment of roadway is not sponsored, or if for any reason

becomes a non-sponsored segment, the program operator will remain responsible for the litter removal of that segment.

**Impact on Funding / Price Analysis:** This is a revenue contract. It is estimated that over 30 sponsor segments will be in place under the new contract. County revenue will be \$1,000 annually per sponsorship sign.

**Change in Contract from Prior Procurement:** County revenue increases from \$750 per sign sponsorship to \$1,000 per sign sponsorship, annually.

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

## Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	PW02
Resp:	PWGEN0240
Object:	DE500
Transaction:	CQ
Project #:	
Detail:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue	
Contract:	X
County	\$ 0.01
Federal	\$ 0.00
State	\$ 0.00
Capital	\$ 0.00
Other	\$ 0.00
TOTAL	\$ 0.01

LINE	INDEX/OBJECT CODE	AMOUNT
1	PWGEN0240 DE500	\$ 0.01
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.01
	TOTAL	\$ 0.01

RULES RESOLUTION NO. – 2021

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS, AND ADOPT A HIGHWAY MAINTENANCE CORPORATION OF NEW YORK

WHEREAS, the County has negotiated a personal services agreement with Adopt A Highway Maintenance Corporation of New York to provide administration, promotion and maintenance of the Nassau County Sponsor-a-Highway Maintenance Program services for the County, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with Adopt A Highway Maintenance Corporation of New York.





## Nassau County Interim Finance Authority

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

**1. Vendor:** Adopt A Highway Maintenance Corporation of New York

**2. Dollar amount requiring NIFA approval:** \$.01

**Amount to be encumbered:** \$.01

This is a New

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

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

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

**3. Contract Term: 3 years**

Has work or services on this contract commenced? N \_\_\_\_\_

If yes, please explain:

**4. Funding Source:**

X General Fund (GEN)

Grant Fund (GRT)

Capital Improvement Fund (CAP)

X Other

Federal % 0

State % 0

County % 0

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

Y

If not, will it require a future borrowing?

N

Has the County Legislature approved the borrowing?

N/A

Has NIFA approved the borrowing for this contract?

N/A

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

REVENUE contract for procurement of roadway maintenance (litter removal) services for the Nassau County Sponsor-A-Highway Maintenance Program. The program will maintain the rights of way of major County-owned roadways, including the entire length of the north and south service roads of the Long Island Expressway (LIE) within the boundaries of Nassau County, Peninsula Boulevard from the Southern State Parkway to Ocean Avenue, and other roadways as the Department deems suitable. The program operator is responsible for picking up litter from the roadway's edge to the fence line. This will occur every two weeks on the LIE's service roads and monthly on Peninsula Boulevard. It is the responsibility of the program operator to secure financial sponsorships to cover all costs. If a segment of roadway is not sponsored, or if for any reason becomes a non-sponsored segment, the program operator will remain responsible for the litter removal of that segment.

Individuals, families, corporations, businesses, and organizations may participate as sponsors in this program. No elected officials may participate as sponsors and no political advertisements of any kind will be allowed. The Department reserves the right to deny participation to any proposed sponsors whose participation would not be in the best interest of the County. It is estimated that over 30 sponsor segments will be in place under the new contract. Sponsor segments generally are about one mile in length. The exact number of segments will be finalized in coordination with the program operator. While the operator may recommend locations for new signs, the Department will ultimately decide on sign locations. The Department will also be responsible for the installation and maintenance of all signs.

This will be a no cost contract.

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

Nassau County Attorney as to form Y

Nassau County Committee and/or Legislature

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

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

Contract ID	Date	Amount

## AUTHORIZATION

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

IQURESHI

20-JAN-21

**Authenticated User**

**Date**

## COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

**Authenticated User**

**Date**

## NIFA

Amount being approved by NIFA:

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

**Authenticated User**

**Date**

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

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

**NIFA reserves the right to request additional information as needed.**

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: Adopt A Highway Maintenance Corporation of New York  
101 Avenue of the Americas, 8th and 9th Floor,  
CONTRACTOR ADDRESS: New York, New York 10013  
FEDERAL TAX ID #: 330603946

**Instructions:** Please check the appropriate box (“☑”) after one of the following roman numerals, and provide all the requested information.

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

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

The Contract was entered into after a written request for proposals was issued on March 20, 2020 [date]. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday, eProcure, NYSCR [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on April 20, 2020 [date]. Two (2) [state #] proposals were received and evaluated. The evaluation committee consisted of: William Nimmo, Deputy Commissioner (DPW); Joseph Cuomo - Planner II (DPW); David Viana - Planner II (DPW). \_\_\_\_\_ (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

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

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

\_\_\_\_\_  
[describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

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

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

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

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

- ☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

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

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

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

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

**VIII. ☒ Participation of Minority Group Members and Women in Nassau County Contracts.** The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

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

**X. ☒ Vendor will not require any sub-contractors.**

**In addition, if this is a contract with an individual or with an entity that has only one or two employees:** ☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41*, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.



\_\_\_\_\_  
Department Head Signature

09/03/20

\_\_\_\_\_  
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.

# Certificate of No Change Form



All fields must be filled.

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

A materially false statement willfully or fraudulently made in connection with this certification may subject the person making the false statement to criminal charges.

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

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

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

## Vendor Disclosures

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

Name of Submitting Entity: Adopt A Highway Maintenance Corporation of New York

Vendor's Address: 101 Avenue of the Americas, 8th & 9th Floor New York NY US 10013

Vendor's EIN or TIN: 33-0603946

Forms Submitted: \_\_\_\_\_

Political Campaign Contribution Disclosure Form:  
12/08/2020 06:05:38 PM

Lobbyist Registration and Disclosure Form:  
12/08/2020 06:06:36 PM

Business History Form certified:  
08/27/2020 06:50:52 PM

Consultant's, Contractor's, and Vendor's Disclosure Form:  
12/08/2020 06:08:28 PM

# Principal Questionnaire(s)

*This refers to the most recent principal questionnaire submissions.*

Principal Name	Date Certified
Joshua Gensicke [JOSH@ADOPTAHIGHWAY.COM]	08/28/2020 12:40:44 PM
Peter B. Morin [PETER@ADOPTAHIGHWAY.COM]	08/27/2020 12:17:51 PM
Dennis Day [DENNIS@ADOPTAHIGHWAY.COM]	08/27/2020 12:26:34 PM
Daniel Day [DAN@AHMC.ADOPTAHIGHWAY.COM]	08/27/2020 12:36:06 PM
Philip Chow [PCHOW@ADOPTAHIGHWAY.COM]	08/28/2020 12:47:44 PM
Patricia Nelson [PAT@ADOPTAHIGHWAY.COM]	08/28/2020 12:46:44 PM

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

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

## CERTIFICATION

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

Joshua Gensicke

*Name*

Vice President

*Title*

Adopt A Highway Maintenance Corporation of New York

*Name of Submitting Entity*

12/08/2020 06:22:18 PM

*Date*



## Business History Form

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

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

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

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

Date: 08/27/2020

1) Proposer's Legal Name: Adopt A Highway Maintenance Corporation of New York

2) Address of Place of Business: 101 Avenue of the Americas, 8th & 9th Floor

City: New York State/Province/Territory: NY Zip/Postal Code: 10013

Country: US

3) Mailing Address (if different): [REDACTED]

City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]

Country: US

Phone: (800) 200-0003

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

4) Dun and Bradstreet number: [REDACTED]

5) Federal I.D. Number: 33-0603946

6) The proposer is a: Corporation (Describe)

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

YES ☒ NO ☐ If yes, please provide details:

[REDACTED]

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:

- 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.

AHMC will follow County Executive Order 2-2018 and the Nassau County Vendor Code of Ethics issued on June 5, 2019. If any situation arises during the course of AHMC's relationship with Nassau County, AHMC will notify the County and follow any guidance provided from the County. AHMC is committed to following the spirit of Nassau County's Vendor Code of Ethics.

- 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;

02/18/1993

- 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.

Peter Morin  
Owner  
3158 Red Hill Avenue, Suite 200  
Costa Mesa, CA 92626

Daniel Day  
Owner  
3158 Red Hill Avenue, Suite 200  
Costa Mesa, CA 92626

Dennis Day  
Owner  
3158 Red Hill Avenue, Suite 200  
Costa Mesa, CA 92626

First Name	Daniel				
Last Name	Day				
MI		Suffix			
Address	3158 Red Hill Ave				
City	Costa Mesa	State/Province/Territory	CA	Zip/Postal Code	92626
Country	US				
Position	Owner				

First Name	Dennis		
Last Name	Day		
MI		Suffix	
Address	3158 Red Hill Ave		
City	Costa Mesa	State/Province/Territory	CA Zip/Postal Code 92626
Country	US		
Position	Owner		

First Name	Peter		
Last Name	Morin		
MI		Suffix	
Address	3158 Red Hill Ave		
City	Costa Mesa	State/Province/Territory	CA Zip/Postal Code 92626
Country	US		
Position	Owner		

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

Peter Morin  
Owner  
3158 Red Hill Avenue, Suite 200  
Costa Mesa, CA 92626

Daniel Day  
Owner  
3158 Red Hill Avenue, Suite 200  
Costa Mesa, CA 92626

Dennis Day  
Owner  
3158 Red Hill Avenue, Suite 200  
Costa Mesa, CA 92626

Patricia Nelson  
President  
3158 Red Hill Avenue, Suite 200  
Costa Mesa, CA 92626

Joshua Gensicke  
Vice President  
3158 Red Hill Avenue, Suite 200  
Costa Mesa, CA 92626

Philip Chow  
Controller  
3158 Red Hill Avenue, Suite 200  
Costa Mesa, CA 92626

First Name	Philip		
Last Name	Chow		
MI		Suffix	

Address	3158 Red Hill Ave				
City	Costa Mesa	State/Province/Territory	CA	Zip/Postal Code	92626
Country	US				
Position					

First Name	Daniel				
Last Name	Day				
MI		Suffix			
Address	3158 Red Hill Ave				
City	Costa Mesa	State/Province/Territory	CA	Zip/Postal Code	92626
Country	US				
Position	Owner				

First Name	Dennis				
Last Name	Day				
MI		Suffix			
Address	3158 Red Hill Ave				
City	Costa Mesa	State/Province/Territory	CA	Zip/Postal Code	92626
Country	US				
Position	Owner				

First Name	Joshua				
Last Name	Gensicke				
MI		Suffix			
Address	3158 Red Hill Ave				
City	Costa Mesa	State/Province/Territory	CA	Zip/Postal Code	92626
Country	US				
Position	VP of Business Development				

First Name	Peter				
Last Name	Morin				
MI		Suffix			
Address	3158 Red Hill Ave				
City	Costa Mesa	State/Province/Territory	CA	Zip/Postal Code	92626
Country	US				
Position	Owner				

First Name	Patricia				
Last Name	Nelson				
MI		Suffix			
Address	3158 Red Hill Ave				
City	Costa Mesa	State/Province/Territory	CA	Zip/Postal Code	92626
Country	US				
Position	President				

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

■

vi) Annual revenue of firm;

■

vii) Summary of relevant accomplishments

A brief list of accomplishments:

- Established the first privately funded Sponsor A Highway litter removal program on the East Coast in New York City.
- Expanded the Sponsor A Highway Program in New York City to include privately funded landscaping, graffiti removal, and highway sweeping services.
- Established the Long Island Sponsor A Highway program.
- Established the Nassau County Service Road program.
- Provides cleaning on thousands of miles annually in the New York Metro area.

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

B. Indicate number of years in business.

27

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

1 File(s) Uploaded: 2018 Capability Statement-Worldwide.pdf

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

Company	New York City Department of Transportation		
Contact Person	Shaun Bruney		
Address	55 Water Street, 4th Floor		
City	New York	State/Province/Territory	NY
Country	US		
Telephone	(718) 712-7563		
Fax #			
E-Mail Address	Sbruney@dot.nyc.gov		

Company	Long Island DOT		
Contact Person	Bill Holthausen		
Address	250 Veterans Hwy		
City	Haupage	State/Province/Territory	NY
Country	US		
Telephone	(631) 952-6144		
Fax #			
E-Mail Address	William.Holthausen@dot.ny.gov		

Company	Georgia Department of Transportation		
Contact Person	Chris DeGrace		

Address	600 West Peachtree Street, 10th Floor		
City	Atlanta	State/Province/Territory	GA
Country	US		
Telephone	(404) 631-1398		
Fax #			
E-Mail Address	cdegrace@dot.ga.gov		

---



I, Joshua Gensicke , 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, Joshua Gensicke , 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: Adopt A Highway Maintenance Corporation of New York

Electronically signed and certified at the date and time indicated by:  
Joshua Gensicke [JOSH@ADOPTAHIGHWAY.COM]

Vice President  
Title

08/27/2020 06:50:52 PM  
Date

# CAPABILITY STATEMENT

## Innovative and Proven Programs to Fund Roadway Safety and Beautification

Adopt A Highway Maintenance Corporation® (AHMC) pioneered the public-private partnership model underlying Adopt-A-Highway programs in 1988 when it helped successfully launch the first-ever model in California. Today, the Adopt-A-Highway® program has grown to have an international presence with thousands of dedicated businesses participating across the world.

Over the last 28 years, we have provided over \$200M in services to approximately 30 different markets. These highway / beach beautification and maintenance services are paid for by over 15,000 companies – large and small. AHMC's sponsors are represented by smaller local businesses to large multi-national Fortune 500 companies. Remarkably, 95% of all Agency contracts we have procured remain in force today – attesting to a unique client loyalty and confidence in our work.

Our history and international presence provides the experience and knowledge needed to handle a broad array of marketing, project management, and highway services. As budgetary demands on transportation infrastructure increase and "smart" technologies take hold across the world, let us put our team to work to explore high-value, niche marketing strategies with your organization.

## SERVICES

As the industry leader in highway sponsorship programs, AHMC is regularly approached by state and federal agencies to consult on evolving public-private sponsorship models. We are experts at understanding and interpreting state and Federal Highway Administration (FHWA) and Manual on Uniform Traffic Control Devices (MUTCD) regulations which govern roadway usage, sign manufacturing and installation of signage.

Increasingly, agencies are interested in new sponsorship and municipal marketing opportunities that will supplement the costs of maintaining essential public infrastructure programs. AHMC is pleased to share our knowledge with you in this context. Whether you are a government agency in need of innovative sponsorship programs or a corporation in search of a sponsorship opportunity, here is a sample of the types of programs we can help your organization launch quickly:



### ADOPT A BEACH

Eco-smart litter containers provided to beach municipalities that are funded by private businesses who advertise their message on those containers.

### SPONSOR A HIGHWAY® / ADOPT A HIGHWAY®

Roadway maintenance services (litter removal, landscaping, sweeping) performed by professional crews, funded by private businesses in exchange for prominent recognition signs.

### NICHE SPONSORSHIP / MARKETING OPPORTUNITIES

Besides the sponsor opportunities above, which are linked to specific programs, state and local governments are becoming creative in targeting specific resources for sponsorship or naming rights. These include rest areas, toll gantries and plazas, bridges, and sections of arterials.



## CORE COMPETENCIES

### MARKETING

- Sponsorship network of over 15,000 companies worldwide
- Unique marketing approach based on branding, PR value, name recognition, and cause marketing; recognizes intrinsic marketing limitations of sponsor signs
- Sponsor recruitment methods underpinned by nearly 3 decades of market research
- Network of expert ad agency partners and media buyers
- Understanding of sensitive political issues related to highway signage
- Ability to evaluate appropriate sponsors that can stand up to public scrutiny

### SIGN PRODUCTION

- In-House graphic design team
- Auto-CAD, Illustrator capability
- Full understanding of state and MUTCD sign regulations
- International network of experienced Agency-approved sign manufacturers and installers

### PROJECT MANAGEMENT

- Project Managers with 28 years of sponsorship program experience
- Project Management tools that include:
  - Intelligent work schedules to optimize efficiency
  - Customized software packages to manage asset inventory and track Key Performance Indicators (KPIs)
  - Agency specific databases to efficiently and accurately manage highway assets
- Web-based Agency portals to provide real-time reporting on sponsor program activity
- Extensive experience with Agency permitting protocols

### FIELD OPERATIONS

- Supervisors lead field crews during all daily operations
- AHMC-owned fleet of hybrid vehicles fully equipped with highway safety devices including amber lights/arrow-boards and vehicle tracking systems
- Supervisors are trained in highway safety by the American Traffic Safety Services Association (ATSSA) and are certified in CPR, first aid, and traffic management
- Unblemished 28-year safety record with no major injuries, accidents, or fatalities

**AHMC is an active member of the Governors Highway Safety Association, International Bridge, Tunnel and Turnpike Association, and Association of Transportation Safety Information Professionals.**

**AHMC also works with a number of high-profile public groups including Keep America Beautiful, Beautification Non-profits, City Improvement Groups, and City and State Chambers of Commerce.**

"The New York City Department of Transportation (NYCDOT) made a decision to implement the proposal developed by AHMC, and evaluated the performance of each company approved to market this program for New York City. Twenty-two years later, AHMC has acquired and sustained the market. Their company has demonstrated professionalism, responsiveness and focus while implementing the Adopt A Highway® program in New York."



– Yajaira Ferreira, Deputy Director,  
Adopt A Highway, NYCDOT

[www.adoptahighway.com](http://www.adoptahighway.com)



Mercedes-Benz



**Adopt A Highway Maintenance Corporation®**

Phone: 800-200-0003

Fax: 800-358-0230

**Joshua Gensicke**

**BUSINESS DEVELOPMENT DIRECTOR**

800-200-0003 x316

Email: [josh@adoptahighway.com](mailto:josh@adoptahighway.com)



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:  
Joshua Gensicke [JOSH@ADOPTAHIGHWAY.COM]

Dated: 12/08/2020 06:05:38 PM

Vendor: Adopt A Highway Maintenance Corporation of  
New York

Title: Vice President



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

None

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

N/A

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

N/A

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

N/A

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

N/A

6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby. separately attach such a written authorization from the client.

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

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

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

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

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

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

Electronically signed and certified at the date and time indicated by:  
Joshua Gensicke [JOSH@ADOPTAHIGHWAY.COM]

Dated: 12/08/2020 06:06:36 PM

Vendor:

Adopt A Highway Maintenance  
Corporation of New York

Title:

Vice President

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

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

## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Peter B. Morin  
Date of birth: [REDACTED]  
Home address: [REDACTED]  
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]  
Country: [REDACTED]

Business Address: 3158 Red Hill Avenue  
City: Costa Mesa State/Province/Territory: CA Zip/Postal Code: 92626  
Country: US  
Telephone: 800-200-0003

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	<u>02/18/1993</u>	Shareholder	<u>02/18/1993</u>
Chief Exec. Officer	<u>02/18/1993</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.

33.33% owner

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

YES ☐ NO ☒ 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.



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

YES ☒ NO ☐ If Yes, provide details.

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

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

- a. Been debarred by any government agency from entering into contracts with that agency?  
YES ☐ NO ☒ If yes, provide 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.

- 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.

- 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, Peter B. Morin , 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, Peter B. Morin , 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.

Adopt A Highway Maintenance Corporation of New York

Name of submitting business

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

Peter B. Morin [PETER@ADOPTAHIGHWAY.COM]

CEO

Title

08/27/2020 12:17:51 PM

Date

## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Daniel Day  
Date of birth: [REDACTED]  
Home address: [REDACTED]  
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]  
Country: [REDACTED]

Business Address: 3158 Red Hill Avenue  
City: Costa Mesa State/Province/Territory: CA Zip/Postal Code: 92626  
Country: US  
Telephone: [REDACTED]

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	<u>02/18/1993</u>
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)	_____		

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

YES ☒ NO ☐ If Yes, provide details.

33.33% equity interest

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.

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

YES ☒ NO ☐ If Yes, provide details.

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

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

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

YES ☐ NO ☒ If yes, provide 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.

- 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.

- 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 Day , 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 Day , 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.

Adopt A Highway Maintenance Corporation

Name of submitting business

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

Daniel Day [DAN@AHMC.ADOPTAHIGHWAY.COM]

Shareholder

Title

08/27/2020 12:36:06 PM

Date

## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Dennis Day  
Date of birth:                       
Home address:                       
City:                      State/Province/Territory:                      Zip/Postal Code:                       
Country:                     

Business Address: 3158 Red Hill Avenue  
City: Costa Mesa State/Province/Territory: CA Zip/Postal Code: 92626  
Country: US  
Telephone: 800-200-0003

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>                    </u>	Treasurer	<u>01/01/2010</u>
Chairman of Board	<u>                    </u>	Shareholder	<u>02/18/1993</u>
Chief Exec. Officer	<u>                    </u>	Secretary	<u>01/01/2010</u>
Chief Financial Officer	<u>                    </u>	Partner	<u>                    </u>
Vice President	<u>                    </u>		
(Other)	<u>                    </u>		

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

YES ☒ NO ☐ If Yes, provide details.

33.33%

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.

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

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

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

a. Been debarred by any government agency from entering into contracts with that agency?  
YES ☐ NO ☒ If yes, provide 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.

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.

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, Dennis Day , 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, Dennis Day , 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.

Adopt A Highway Maintenance Corporation of New York

Name of submitting business

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

Dennis Day [DENNIS@ADOPTAHIGHWAY.COM]

Secretary/Treasurer

Title

08/27/2020 12:26:34 PM

Date

## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Patricia Nelson  
Date of birth: [REDACTED]  
Home address: [REDACTED]  
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]  
Country: [REDACTED]

Business Address:	3158 Red Hill Ave, Suite 200		
City:	Costa Mesa	State/Province/Territory:	CA
		Zip/Postal Code:	92626
Country	US		
Telephone:	800-200-0003		

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	07/01/2008	Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President	10/01/1995		
(Other)			

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☒ NO ☐ If Yes, provide details.

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

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

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

a. Been debarred by any government agency from entering into contracts with that agency?  
YES ☐ NO ☒ If yes, provide 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.

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.

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, Patricia Nelson , 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, Patricia Nelson , 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.

Adopt A Highway Maintenance Corporation of New York

Name of submitting business

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

Patricia Nelson [PAT@ADOPTAHIGHWAY.COM]

President

Title

08/28/2020 12:46:44 PM

Date

## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Joshua Gensicke  
Date of birth: [REDACTED]  
Home address: [REDACTED]  
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]  
Country: [REDACTED]

Business Address: 3158 Red Hill Ave, Suite 200  
City: Costa Mesa State/Province/Territory: CA Zip/Postal Code: 92626  
Country: US  
Telephone: 800-358-0231

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

List of other addresses and telephone numbers attached

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

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	<u>10/01/2018</u>		
(Other)			

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☒ NO ☐ If Yes, provide details.

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

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

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

a. Been debarred by any government agency from entering into contracts with that agency?  
YES ☐ NO ☒ If yes, provide 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.

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.

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, Joshua Gensicke , 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, Joshua Gensicke , 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.

Adopt A Highway Maintenance Corporation of New York

Name of submitting business

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

Joshua Gensicke [JOSH@ADOPTAHIGHWAY.COM]

Vice President

Title

08/28/2020 12:40:44 PM

Date



## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Philip Chow  
Date of birth:   
Home address:   
City:  State/Province/Territory:  Zip/Postal Code:   
Country:

Business Address: 3158 Red Hill Ave, Suite 200  
City: Costa Mesa State/Province/Territory: CA Zip/Postal Code: 92626  
Country: US  
Telephone: 800-200-0003

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	<input type="text"/>	Treasurer	<input type="text"/>
Chairman of Board	<input type="text"/>	Shareholder	<input type="text"/>
Chief Exec. Officer	<input type="text"/>	Secretary	<input type="text"/>
Chief Financial Officer	<input type="text"/>	Partner	<input type="text"/>
Vice President	<input type="text"/>		
(Other)	<input type="text"/>		

Type	Description	Start Date
Other	Controller	11/18/2012

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☒ NO ☐ If Yes, provide details.

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

YES ☒ NO ☐ If Yes, provide details.

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

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

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

YES ☐ NO ☒ If yes, provide 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.

- 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.

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

I, Philip Chow , 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.

Adopt A Highway Maintenance Corporation of New York

Name of submitting business

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

Philip Chow [PCHOW@ADOPTAHIGHWAY.COM]

Controller

Title

08/28/2020 12:47:44 PM

Date

COUNTY OF NASSAU

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

1. Name of the Entity: Adopt A Highway Maintenance Corporation of New York

Address: 101 Avenue of the Americas, 8th & 9th Floor

City: New York State/Province/Territory: NY Zip/Postal Code: 10013

Country: US

2. Entity's Vendor Identification Number: 33-0603946

3. Type of Business: Closely Held Corp (specify) \_\_\_\_\_

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

First Name Peter  
 Last Name Morin  
 MI \_\_\_\_\_ Suffix \_\_\_\_\_  
 Address 3158 Red Hill Ave  
 City Costa Mesa State/Province/Territory: CA Zip/Postal Code: 92626  
 Country US  
 Position Owner

First Name Dennis  
 Last Name Day  
 MI \_\_\_\_\_ Suffix \_\_\_\_\_  
 Address 3158 Red Hill Ave  
 City Costa Mesa State/Province/Territory: CA Zip/Postal Code: 92626  
 Country US  
 Position Owner

First Name Daniel  
 Last Name Day  
 MI \_\_\_\_\_ Suffix \_\_\_\_\_  
 Address 3158 Red Hill Ave  
 City Costa Mesa State/Province/Territory: CA Zip/Postal Code: 92626  
 Country US  
 Position Owner

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

If none, explain.

First Name	Peter		
Last Name	Morin		
MI		Suffix	
Address	3158 Red Hill Ave		
City	Costa Mesa	State/Province/Territory:	CA Zip/Postal Code: 92626
Country			
Position	Owner		

First Name	Dennis		
Last Name	Day		
MI		Suffix	
Address	3158 Red Hill Ave		
City	Costa Mesa	State/Province/Territory:	CA Zip/Postal Code: 92626
Country			
Position	Owner		

First Name	Daniel		
Last Name	Day		
MI		Suffix	
Address	3158 Red Hill Ave		
City	Costa Mesa	State/Province/Territory:	CA Zip/Postal Code: 92626
Country			
Position	Owner		

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.

The following companies have common ownership, but will not participate in the performance of this contract: Adopt A Highway Maintenance Corporation, Adopt A Highway Maintenance Corporation of Michigan, and Texas Sponsor A Highway, Inc.

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

Are there lobbyists involved in this matter?

YES ☐ NO ☒

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

N/A

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

N/A

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

N/A

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

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

Electronically signed and certified at the date and time indicated by:  
Joshua Gensicke [JOSH@ADOPTAHIGHWAY.COM]

Dated: 12/08/2020 06:08:28 PM

Title: Vice President



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

**COUNTY OF NASSAU**  
**DEPARTMENT OF PUBLIC WORKS**  
**Inter-Departmental Memo**

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

**FROM:** Department of Public Works

**DATE:** December 9, 2020

**SUBJECT:** Proposed Personal Service Agreement with  
Adopt A Highway Maintenance Corporation of New York  
Recommendation of Firm for Roadway Maintenance Services  
Nassau County Sponsor-A-Highway Maintenance Program  
RFP No. PW-2020-02

**Introduction**

The Department proposes to enter into a personal services agreement with the firm Adopt A Highway Maintenance Corporation of New York to provide roadway maintenance services for the Nassau County Sponsor-A-Highway Maintenance Program.

On March 20, 2020, the Nassau County Department of Public Works ("DPW") issued a Request for Proposals ("RFP"), the purpose of which was to receive proposals from professional firms with experience in roadway maintenance (litter removal) and sponsorship programs to fund such maintenance. The program will maintain the rights of way of major County-owned roadways, including the entire length of the north and south service roads of the Long Island Expressway (LIE) within the boundaries of Nassau County, Peninsula Boulevard from the Southern State Parkway to Ocean Avenue, and other roadways as the Department deems suitable. The program operator is responsible for picking up litter from the roadway's edge to the fence line. This will occur every two weeks on the LIE's service roads and monthly on Peninsula Boulevard. It is the responsibility of the program operator to secure financial sponsorships to cover all costs. If a segment of roadway is not sponsored, or if for any reason becomes a non-sponsored segment, the program operator will remain responsible for the litter removal of that segment.

Individuals, families, corporations, businesses, and organizations may participate as sponsors in this program. No elected officials may participate as sponsors and no political advertisements of any kind will be allowed. The Department reserves the right to deny participation to any proposed sponsors whose participation would not be in the best interest of the County. It is estimated that over thirty (30) sponsor segments will be in place under the new contract. Sponsor segments generally are about one mile in length. The exact number of segments will be finalized in coordination with the program operator. While the operator may recommend locations for new signs, the Department will ultimately decide on sign locations. The Department will also be responsible for the installation and maintenance of all signs.

The anticipated contract resulting from this solicitation will be a no cost contract.

Notice of the RFP was posted on the County's eProcurement webpage, advertised in Newsday, and the NYS Contract Reporter. One addendum to the RFP was issued:

- Addendum #1: April 13, 2020: Responses to RFP Questions

Technical proposals were received from two (2) firms on April 20, 2020, in response to this RFP. A list of proposals is provided below:

1. Adopt A Highway Maintenance Corporation of New York
2. Adopt-A-Highway Litter Removal Service of America, Inc.



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Att: Brian J. Schneider, Deputy County Executive  
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Nassau County Sponsor-A-Highway Maintenance Program  
RFP No. PW-2020-02

An RFP evaluation and selection committee (the “Committee”) formed and comprised of the following personnel:

- William S. Nimmo, Deputy Commissioner, Department of Public Works
- Joseph Cuomo, Planner II, Department of Public Works
- David Viana, Planner II, Department of Public Works

### **Selection Committee Review Process**

The Committee was provided electronic copies of the technical proposals and score sheet template on May 4, 2020. A meeting of the Committee was held on May 15, 2020, to discuss and rank the technical proposals. Upon completing the technical scores, the highest-scored firm was Adopt A Highway Maintenance Corporation of New York with 95 points out of 100 and Adopt-A-Highway Litter Removal Service of America, Inc. with 86 points out of 100. Table 1 below shows the final scoring results.

**Table 1**  
**Technical Proposal Ranking**

<b>FIRM</b>	<b>RANK</b>	<b>TECHNICAL SCORE</b>
Adopt A Highway Maintenance Corporation of New York	1	95.00
Adopt-A-Highway Litter Removal Service of America, Inc.	2	86.00

Neither of the two (2) proposals received indicated participation by M/WBE, SDVOB or DBE-certified firms. Additionally, there were no subcontractors proposed in either proposal.

The Committee found that Adopt A Highway Maintenance Corporation of New York provided the most comprehensive and responsive proposal. Meeting the RFP’s evaluation criteria, Adopt A Highway Maintenance Corporation of New York’s proposal demonstrated excellent knowledge of the roadway maintenance and sponsorship industry and significant experience in similar projects nationally and locally – including their experience as the current operator of the Nassau County Sponsor-A-Highway Maintenance Program.

The Committee was aware of the previous issues Nassau County experienced with Adopt A Highway Maintenance Corporation of New York as reported in a May 2019 news story by CBS 2 New York. Following this story, the current Administration provided additional oversight to the program’s operations by instructing the Department’s Road Maintenance Unit to manage the program. As a result, the current operator Adopt A Highway Maintenance Corporation of New York, has improved their performance and provides the Road Maintenance Unit with weekly bag counts, logs of all work performed and upcoming schedules. The Road Maintenance Unit reports to Deputy Commissioner William Nimmo, who was a member of the Committee. During the review process, Deputy Commissioner Nimmo discussed with the Committee that Adopt A Highway Maintenance Corporation of New York has been doing an excellent job and that there have been no issues or problems since the Road Maintenance Unit has begun managing and overseeing the operator’s work. Additionally, the Unit has provided the Department with additional backup documentation stating that there continues to be no issues or problems with the operator’s work performance, record keeping, or communication, and the Unit is pleased with the work being performed.

Office of the County Executive  
Att: Brian J. Schneider, Deputy County Executive  
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SUBJECT: Proposed Personal Service Agreement with Adopt A Highway Maintenance Corporation of New York  
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Nassau County Sponsor-A-Highway Maintenance Program  
RFP No. PW-2020-02

The proposal by Adopt A Highway Maintenance Corporation of New York provided superior details of their operations including their litter removal plan, traffic control plan, safety plan, quality control plan, and environmental responsibility plan. A comprehensive marketing plan was also provided, detailing direct and indirect marketing tactics that will be used to secure single and multi-sign sponsors.

Marketing tactics include but are not limited to internet advertising, social media use, presentations with potential sponsors, participation in chambers of commerce events, and creation of marketing materials for distribution to local municipalities and community organizations. Additionally, Adopt A Highway Maintenance Corporation of New York's proposal met a key component of the County's requirements, which is a \$1,000 annual fee per sign to be paid to the County. The proposal by Adopt-A-Highway Litter Removal Service of America, Inc. did not meet the fee requirement and instead proposed zero (0) payments to the County.

Lastly, it should be noted that no Department of Labor or Occupational Safety and Health Administration (OSHA) violations have been listed on Adopt A Highway Maintenance Corporation of New York's disclosure forms.

After considering these factors, along with the professional capabilities of the firm, the Committee determined that Adopt A Highway Maintenance Corporation of New York would provide the best value to the County.

#### **Summary of Activities**

- |                   |                                |
|-------------------|--------------------------------|
| 1. March 20, 2020 | RFP Published Publicly         |
| 2. April 13, 2020 | Addendum #1 Published Publicly |
| 3. April 20, 2020 | Proposal Submittals Due        |
| 4. May 15, 2020   | Selection Committee Meeting    |

#### **Consistency with County Procurement Policy**

As mentioned above, the Department of Public Works formed a three (3) member Committee made up of a deputy commissioner and two planners in the Department. Technical proposals were scored and ranked based on the evaluation criteria included in the RFP and a highest-ranked proposal was identified. As this is a no-cost contract, cost proposals were not submitted for this RFP.

#### **Justification**

The proposed *Nassau County Sponsor-A-Highway Maintenance Program* was bid as a competitive RFP. The award recommendation is being made to the proposal with the highest technical evaluation score out of the two (2) proposals received.

#### **Recommendation**

The Committee concluded that Adopt A Highway Maintenance Corporation of New York's technical proposal met the County's expectation of completeness and quality. The Committee is confident that the Adopt A Highway Maintenance Corporation of New York proposal will provide the greatest value to the County. Based on the technical evaluation described above, the Committee recommends that the County move forward with contract negotiations with Adopt A Highway Maintenance Corporation of

Office of the County Executive  
Att: Brian J. Schneider, Deputy County Executive  
December 9, 2020  
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SUBJECT: Proposed Personal Service Agreement with Adopt A Highway Maintenance Corporation of New York  
Recommendation of Firm for Roadway Maintenance Services  
Nassau County Sponsor-A-Highway Maintenance Program  
RFP No. PW-2020-02

New York for the Nassau County Sponsor-A-Highway Maintenance Program. The Committee proposes that a contract for professional services between the Nassau County Department of Public Works and Adopt A Highway Maintenance Corporation of New York be approved for an amount not to exceed \$0.01. Additionally, the Committee recommends that the contract term be for three (3) years with two (2) optional one-year extensions to be exercised at the Department's discretion. This request was made in the firm's proposal and the Committee agrees that this is appropriate. The Committee is prepared to discuss its recommendation in further detail at your convenience.

Please signify below if you approve or disapprove of our recommendation, after which we will implement the next appropriate Departmental procedure(s).



Kenneth G. Arnold  
Commissioner

KGA:SS:jd

c: Sean E. Sallie, Deputy Commissioner  
Loretta Dionisio, Assistant to Deputy Commissioner  
David L. Viana, Planner II

APPROVED:

DISAPPROVED:

  
\_\_\_\_\_  
Brian J. Schneider      12/09/2020  
Deputy County Executive      Date

\_\_\_\_\_  
Brian J. Schneider      Date  
Deputy County Executive

**COUNTY OF NASSAU**  
**DEPARTMENT OF PUBLIC WORKS**  
**Inter-Departmental Memo**

**TO:** Kenneth G. Arnold, Commissioner

**FROM:** Sean E. Sallie, Deputy Commissioner

**DATE:** January 13, 2021

**SUBJECT:** Low Participation for Sponsor-A-Highway Maintenance Program  
Contract No. PW-2020-02

The referenced contract for the promotion, administration, and maintenance of the Nassau County Sponsor-A-Highway Maintenance Program, was advertised for bid in Newsday on March, 20, 2020. It was advertised in e-procure and Contract Reporter from March 20, 2020 to April 20, 2020. Only two (2) contractors submitted a proposal. Seven hundred and fifty-three (753) vendors were notified on e-procure and twenty (20) viewed the solicitation.

Staff contacted five (5) out of the twenty (20) vendors who viewed the solicitation to investigate the low participation. Contact to vendors was made via phone calls between January 6, 2021 and January 12, 2021. It has been determined that the general responses have been consistent. The general claims were that the contract work was out of the vendors' areas of expertise, or they were too busy with other projects, and therefore, chose not to respond.

The following are the questions from the Low Vendor Participation memo dated May 23, 2018, from Deputy County Executive John Chiara, with responses.

- 1) Review the specification to ensure that it is not unduly restrictive so as to limit competition. Is any component of the solicitation so restrictive that only one (1) or a small number of vendors is capable of responding to the solicitation? If so, were those vendors notified of the solicitation? **Response: The bid was not restrictive.**
- 2) Was the solicitation advertised and posted on the County website as required?  
**Response: Yes.**
- 3) Would we be likely to obtain greater vendor participation by advertising in other venues (e.g. New York State Contract Reporter, trade journals, other local media, etc.)?  
**Response: The RFP was advertised in eProcure, NYSCR and Newsday.**
- 4) Was the NIGP commodity code used to conduct the solicitation appropriate? Were appropriate vendors registered with the County for that commodity code or otherwise notified? **Response: The correct commodity codes were utilized in e-procure, accordingly, the vendors registered for that commodity code received an automatic notification.**
- 5) Is the market for the specified goods or services structurally limited (i.e. are there geographic, capital, vendor capacity, service schedule, or other requirements) such that the greater vendor participation is not possible?  
**Response: No.**



Kenneth G. Arnold, Commissioner

January 13, 2021

Page 2

SUBJECT: Low Participation for Sponsor-A-Highway Maintenance Program  
Contract No. PW-2020-02


- 6) Survey vendors that received notice of the solicitation but did not respond to determine why the vendor chose not to do so. Typical responses include but are not limited to:
- a. The vendor did not see the advertisement.  
***Response: Seven hundred and fifty-three (753) vendors were notified on e-procure, twenty (20) viewed the solicitation, and two (2) vendors submitted proposals.***
  - b. The vendor does not offer the specified goods/services-as a follow-up, ask if the specification is too specific to a competitor's product (is the specification "brand-specific" or written to one manufacturer's or service provider's offering?)  
***Response: The work specification was not too specific to restrict participation.***
  - c. The vendor is too busy with other work at this time.  
***Response: One vendor stated their firm was too busy with other projects to respond. Another vendor cited a potential partnership with another vendor fell through, and combined with the pandemic, they chose not to respond.***
  - d. The vendor is not interested in pursuing a County contract at this time—as a follow-up, as why this is the case.  
***Response: No vendors cited this as a reason.***

*Sean Sallie*  
Sean E. Sallie  
Deputy Commissioner

SS:ac

c: Jane M. Houdek, Attorney for Public Works  
David Viana, Planner II

APPROVED:

  
\_\_\_\_\_  
Kenneth G. Arnold                      Date      1/14/21  
Commissioner

DISAPPROVED:

\_\_\_\_\_  
Kenneth G. Arnold                      Date  
Commissioner

**COUNTY OF NASSAU**  
**DEPARTMENT OF PUBLIC WORKS**  
**Inter-Departmental Memo**

**TO:** Contract File

**FROM:** Jane Houdek, Designated DPO

**DATE:** December 9, 2020

**SUBJECT:** Contract No.  
Sponsor-A-Highway Maintenance Program  
Adopt A Highway Maintenance Corporation of New York

Adopt A Highway Maintenance Corporation of New York (AHMCNY) is the presumptive awardee for the above-referenced contract to be awarded pursuant to the County's Procurement Policies. To assist County Departments in conducting responsibility reviews the County's Procurement compliance policy requires vendors to provide information via disclosure forms found on the County's Vendor Portal. The Department also conducts online searches to determine if any other adverse information on the vendor exists.

The following information on Adopt A Highway Maintenance Corporation (AHMC) and Adopt A Highway Maintenance Corporation of New York (an affiliate of AHMC) was found during the County's responsibility review:

Issue Description	Contracting Entity Resolution
A 5/2/2019 CBS 2 New York news story identified that the quality of litter collection by Adopt A Highway Maintenance Corporation of New York was lacking in Nassau County's Sponsor-A-Highway Maintenance Program.	<p>Following the story, AHMCNY immediately revised cleaning schedules and made logistic improvements including hiring quality control field inspectors to provide un-biased feedback on crew performance. This was coupled with additional County oversight and coordination as directed by the current County Executive's Administration. The Department of Public Works' Road Maintenance Unit now oversees the County's Sponsor-A-Highway Maintenance Program and coordinates regularly with AHMCNY, receiving weekly bag counts, logs of manpower, and weekly schedules. The Unit also conducts site checks after each cleanup to confirm work was completed by AHMCNY. The Unit has been pleased with AHMCNY's work since these changes have been made.</p> <p>Correspondence from AHMC and the County's Road Maintenance Unit is attached, supporting the above statements.</p>





Contract File  
December 9, 2020

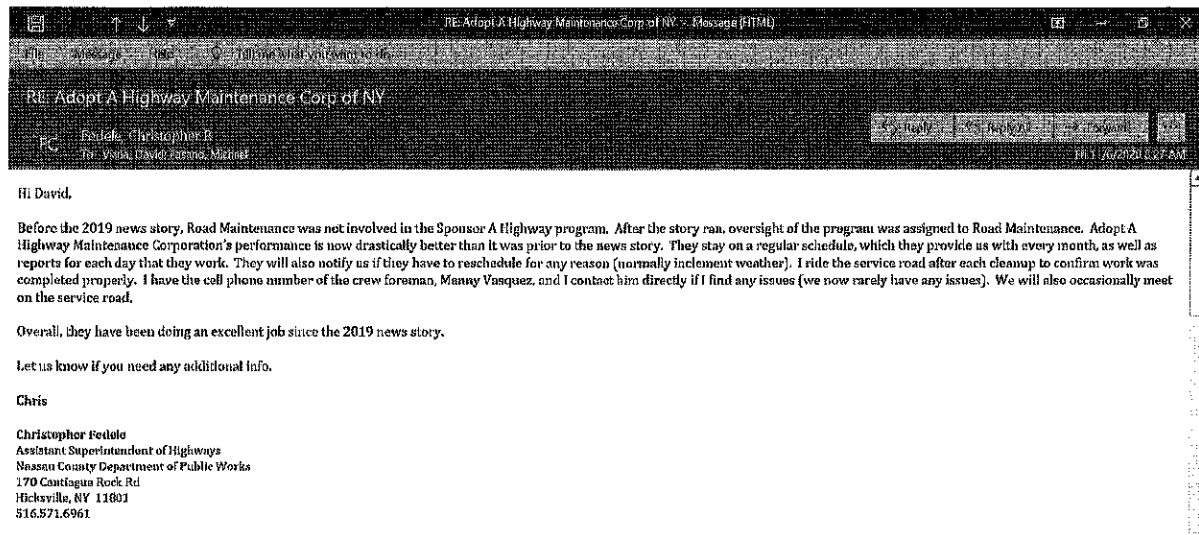
**SUBJECT:** Contract No.  
Sponsor-A-Highway Maintenance Program  
Adopt A Highway Maintenance Corporation of New York

<p>An 11/19/2019 <u>WPVI Action News</u> story (Philadelphia, PA) alleged that litter collection by Adopt A Highway Maintenance Corporation did not meet the required pick-up frequency in PennDOT's Sponsor A Highway Program. In certain instances, only 2 or 3 cleanups were alleged to have occurred during the year instead of the required 6 cleanups.</p>	<p>AHMC stated that the claims made against AHMC's performance in this news story were unsubstantiated and baseless. AHMC worked closely with PennDOT to quickly provide all work performance data and evidence to address these claims. PennDOT has since awarded AHMC another 10-year contract.</p> <p>Correspondence from AHMC supporting the above statements is attached.</p>
<p>A 9/9/2020 <u>Aspen Daily News</u> story highlighted a litter problem on Highway 82 in Pitkin County, Colorado, a roadway partially maintained by Adopt a Highway Maintenance Corporation. The article stated that cleanup by AHMC during the month of August did not occur.</p>	<p>AHMC stated that the claims made against AHMC's performance in this news story were unsubstantiated and baseless. AHMC worked closely with Colorado DOT to educate them on the program, share performance data, and agreed to increase the frequency of litter removal efforts. <u>Aspen Times</u> went on to publish a positive story on 10/12/2020, highlighting AHMC's quick response to the litter complaints, and collaboration with the roadway sponsor to increase their maintenance frequency. The 10/12/20 article quotes the Pitkin County Department of Public Works Commissioner as saying AHMC "responded remarkably" to the complaints.</p> <p>It should be noted that the 10/12/20 article clarified that AHMC was scheduled to complete 6 total cleanups during the spring and summer, with 5 having already occurred between March and July. AHMC had delayed its final August clean up to occur in September, which was during the time the litter complaints surfaced. However, AHMC quickly conducted its cleanup within days of receiving the complaints.</p> <p>Correspondence from AHMC supporting the above statements is attached.</p>

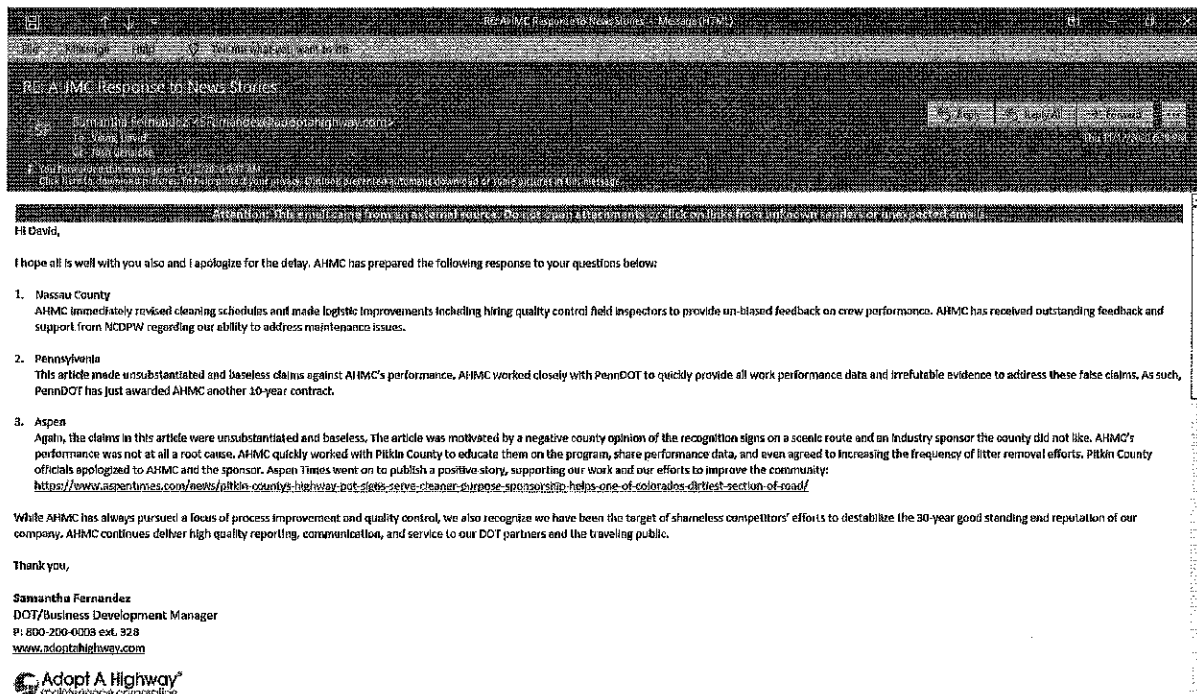
Contract File

December 9, 2020

**SUBJECT:** Contract No.  
Sponsor-A-Highway Maintenance Program  
Adopt A Highway Maintenance Corporation of New York



Above email from the Nassau County Department of Public Works' Road Maintenance Unit states AHMC's work has drastically improved since changes were made to the County's program in 2019.

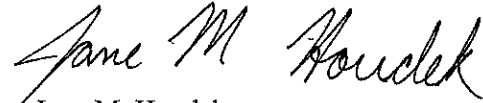


Above email from the Adopt A Highway Maintenance Corporation responding to the three news stories referenced in this memo.

Contract File  
December 9, 2020

**SUBJECT:** Contract No.  
Sponsor-A-Highway Maintenance Program  
Adopt A Highway Maintenance Corporation of New York

Adopt A Highway Maintenance Corporation of New York has successfully performed County contract work for over twenty (20) years. Adverse information on AHMCNY has been disclosed and the actions taken to address that adverse information. The Nassau County Department of Public Works (NCDPW) does not find this adverse information to be of a nature that would equate to a finding that AHMCNY is not a responsible vendor.



Jane M. Houdek  
Attorney for Public Works

JMH:jd

c: Kenneth G. Arnold, Commissioner  
William S. Nimmo, Deputy Commissioner  
Sean E. Sallie, Deputy Commissioner  
David Viana, Planner II



Nassau County, NEW YORK

## **Contract for Services**

*For*

**Nassau County Sponsor-A-Highway Maintenance Program**

August 27, 2020

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## APPENDIX A

### CONTRACT FOR SERVICES

THIS AGREEMENT (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date this Agreement is executed by the County of Nassau, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County") acting on behalf of the County Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and (ii) Adopt A Highway Maintenance Corporation of New York, a highway maintenance and sponsorship firm having its principal office at 101 Avenue of the Americas, 8<sup>th</sup> and 9<sup>th</sup> Floor, New York, New York 10013 (the "Firm" or the "Contractor").

#### W I T N E S S E T H:

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

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

WHEREAS, the Firm desires to perform the services described in this Agreement.

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

1. Term. The term of this Agreement shall commence on the date on which this Agreement is executed by the County (the "Commencement Date") and terminate three (3) years from the Commencement Date (the "Expiration Date") unless sooner terminated or extended in accordance with its terms. Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend this Agreement for two (2) one (1)-year terms by delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date. The Agreement so extended shall be on the same terms, conditions and covenants as during the initial term except that the Expiration Date shall be modified in accordance with the notice of extension. Any work started by the firm, prior to the expiration date of the Agreement, may be completed in its entirety, even if the work is performed beyond the expiration date of the Agreement. An Amendment will not be required for the sole purpose of extending the term of the contract.

2. Services.

(a) The services to be provided by the Firm under this Agreement consist of the administration, promotion, and maintenance of the **Nassau County Sponsor-A-Highway Maintenance Program**. The specific work divisions and deliverables related to this project are more particularly described in the "Detailed Scope of Services," attached hereto and hereby made a part hereof as Exhibit "A".

3. Payment.

(a) Amount of Consideration. This is a no cost contract. The maximum amount to be paid to the Firm for the Firm's services under this Agreement shall not exceed Zero Dollars and One Cent (\$0.01). The Contractor shall compensate the County in accordance with Exhibit A, Task 3.

4. Ownership and Control of Work Product

(a) Copyrights.

(i) Upon execution of this Agreement, any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials in any format related to such items, shall become the exclusive property of the County.

(ii) Any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement ("Copyrightable Materials") shall be considered "work-made-for-hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101, and the County shall be the copyright owner thereof and of all aspects, elements and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as "work-made-for-hire," the Contractor hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the County, free and clear of any liens, claims, or other encumbrances. The Contractor shall retain no copyright or intellectual property interest in the Copyrightable Materials, and they shall be used by the Contractor for no other purpose without the prior written permission of the County.

(iii) The Contractor acknowledges that the County may, in its sole discretion, register copyright in the Copyrightable Materials with the U.S. Copyright Office or any other government agency authorized to grant copyright registrations. The Contractor shall cooperate in this effort, and agrees to provide any further documentation necessary to accomplish this.

(iv) The Contractor represents and warrants that the Copyrightable Materials: (1) are wholly original material not published elsewhere (except for material that is in the public domain); (2) do not violate any copyright law; (3) do not constitute defamation or invasion of the right of privacy or publicity, and (4) are not an infringement of any kind, of the rights of any third party. To the extent that the Copyrightable Materials incorporate any non-original material, the Contractor has obtained all necessary permissions and clearances, in writing, for the use of such non-original material under this Agreement, copies of which shall be provided to the County upon execution of this Agreement.

(b) Patents and Inventions. Any discovery or invention arising out of or developed in the course of performance of this Agreement shall be promptly and fully reported to the Department, and if this work is supported by a federal grant of funds, shall be promptly and fully reported to the Federal Government for

determination as to whether patent protection on such invention shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest.

Pre-existing Rights. In no case shall 4(a) or 4(b) above apply to, or prevent the Contractor from asserting or protecting its rights in any report, document or other data, or any invention which existed prior to or was developed or discovered independently from the activities directly related to this Agreement.

(c) **Infringements of Patents, Trademarks, and Copyrights.** The Contractor shall indemnify and hold the County harmless against any claim for any infringement by the Contractor of any copyright, trade secrets, trademark or patent rights of design, systems, drawings, graphs, charts, specifications or printed matter furnished or used by the Contractor in the performance of this Agreement. The Contractor shall indemnify and hold the County harmless regardless of whether or not the infringement arises out of compliance with the scope of services/scope of work.

(d) **Antitrust.** The Contractor hereby assigns, sells, and transfers to the County all right, title and interest in and to any claims and causes of action arising under the antitrust laws of the State of New York or of the United States relating to the particular goods or services procured by the County under this Agreement.

5. **Independent Contractor.** The Firm is an independent Contractor of the County. The Firm shall not, nor shall any officer, director, employee, servant, agent or independent Contractor of the Firm (a "**Firm Agent**"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "**Person**" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

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

7. **Compliance with Law.**

(a) **Generally.** The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, and disclosure of information, in connection with its performance under this Agreement. In furtherance of the foregoing, the Firm is bound by and shall comply with the terms of Appendice (Appendix) "EE" attached hereto and hereby made a part hereof. 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, constitutes a material breach of this Agreement, such breach being determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) On a yearly basis, Contractor shall provide the County with any material changes to its Certificate of Compliance, attached hereto and hereby made a part hereof as Appendix "L."

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

(d) Protection of Client Information. The Firm acknowledges and agrees that all information that the Firm acquires in connection with performance under this Agreement shall be strictly confidential, used solely for the purpose of performing services to or on behalf of the County, and shall not be disclosed to third parties except (i) as permitted under this Agreement, (ii) with the written consent of the County (and then only to the extent of the consent), or (iii) upon legal compulsion.

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

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

(g) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

- (i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;
- (ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;
- (iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;
- (iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;
- (v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and
- (vi) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

8. Minimum Service Standards. Regardless of whether required by Law:

(a) The Firm shall, and shall cause Firm Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

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

certifications (“Approvals”) necessary or appropriate in connection with this Agreement.

9. Indemnification; Defense; Cooperation.

(a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the “Indemnified Parties”) from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys’ fees and disbursements) and damages (“Losses”), arising out of or in connection with 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.

10. Insurance.

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

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

policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

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

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

12. Termination.

(a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Firm, (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 Firm. This Agreement may be terminated by the Firm if performance becomes impracticable through no fault of the Firm, where the impracticability relates to the Firm'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 Firm 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 Firm 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 Firm'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 Firm 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 Firm's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

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

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

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

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

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

approved by the County.

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

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

18. All Legal Provisions Deemed Included; Severability; Supremacy and Construction.

(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. 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.

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

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

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

21. Administrative Service Charge. The Firm agrees to pay the County an administrative service charge of zero dollars and no cents (\$0.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001. The administrative service charge shall be due and payable to the County by the Firm upon signing this Agreement.

22. Joint Venture.

(a) If the Firm is comprised of more than one legal entity or any group of partners or joint venturers associated for the purpose of undertaking this Agreement, each such entity acknowledges and hereby affirmatively represents and agrees that each has the power to bind the Firm and each of the others hereunder; and as such, each acts both as principal and agent of the Firm and of each of the others hereunder. Each further acknowledges and agrees that all such entities, partners or joint venturers associated for the purposes of undertaking this Agreement shall be jointly and severally liable to third parties, including but not limited to the County, for the acts or omissions of the Firm or any other entity, partner or joint venturer hereunder.

(b) If the Firm is comprised of more than one legal entity or any group of partners or joint venturers associated for the purposes of undertaking this agreement, each such entity acknowledges and hereby affirmatively represents and agrees that the respective rights, duties and liabilities of each hereunder shall be governed by the laws of the State of New York, including but not limited to the New York Partnership Law.

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

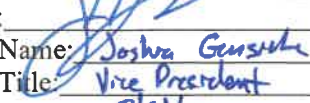
(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has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

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

{Remainder of page intentionally left blank}

IN WITNESS WHEREOF, the Firm and the County have executed this Agreement as of the date first above written.

ADOPT A HIGHWAY MAINTENANCE  
CORPORATION OF NEW YORK

By:   
Name: Joshua Gensuke  
Title: Vice President  
Date: 8/9/20

NASSAU COUNTY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Deputy County Executive  
Date: \_\_\_\_\_

PLEASE EXECUTE IN BLUE INK



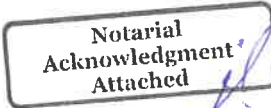
STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the \_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_ before me personally came \_\_\_\_\_  
to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of \_\_\_\_\_;  
that he or she is the \_\_\_\_\_ of \_\_\_\_\_, the corporation described herein and which  
executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said  
corporation.

NOTARY PUBLIC



STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the \_\_\_\_ day of \_\_\_\_\_ in the year 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

# ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On AUGUST 31, 2020 before me, Judi Lowenthal, Notary Public,  
(Here insert name and title of the officer)

personally appeared JOSHUA GENSILKE,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Judi Lowenthal  
Notary Public Signature

(Notary Public Seal)



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

CONTRACT FOR SERVICES  
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

### CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)  
☐ Corporate Officer

\_\_\_\_\_  
(Title)

- ☐ Partner(s)  
☐ Attorney-in-Fact  
☐ Trustee(s)  
☐ Other \_\_\_\_\_

## INSTRUCTIONS FOR COMPLETING THIS FORM

*This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

**Exhibit A**  
**Detailed Scope**  
**Nassau County Sponsor-A-Highway Maintenance Program**  
**Basic Services of the Firm**

**I. SCOPE OF SERVICES**

**INTRODUCTION**

The Nassau County Department of Public Works (“the Department”) is committed to continuing its Nassau County Sponsor-A-Highway Maintenance Program. The Program offers a way for civic-minded companies to financially sponsor litter removal maintenance on County roadways. The Contractor will continue and expand the promotion, administration, and maintenance of the Program, at no cost to the County. Litter removal will be performed on the entire length of the north and south service roads of the Long Island Expressway (LIE), within the boundaries of Nassau County, Peninsula Boulevard between the Southern State Parkway and Ocean Avenue, and any other County roadway that the Department deems suitable. Litter removal will be completed every two weeks on the LIE service roads and monthly on Peninsula Boulevard. At times, there may be interruptions of the Program due to construction on certain segments of roadways. As a result, some of these segments may not be eligible for sponsorship. These areas will become available to the Contractor when construction is completed. The Department will notify the Contractor two (2) weeks prior to any scheduled construction that will cause any interruptions to the Program.

**GENERAL REQUIREMENTS**

1. All data, reports and other materials produced under this Contract are the property of Nassau County. All information, documents, correspondence, reports, conversations, meetings, etc. generated under this delivery order shall be used exclusively for executing this Scope of Work (SOW) and must have the Department’s approval before being released or used for any other purpose.
2. The Contractor shall coordinate with the Department during each task (see below) with the Department Point of Contact (POC).
3. The Contractor shall contact the Department POC, at a minimum, on a monthly basis via phone/email to discuss the status of the project.
4. The Contractor shall prepare submittals as both hard copies and electronic files as outlined in the SOW.

## **TASK DESCRIPTIONS**

### **Task 1: Litter Removal**

The Contractor will promote, administer, and maintain the Nassau County Sponsor-A-Highway Maintenance Program. The Contractor is responsible for performing all administrative work associated with the program. All agreements and contracts for maintenance services will be made solely between Sponsors and the Contractor. If a segment of roadway is not sponsored, or if for any reason becomes a non-sponsored segment, the Contractor will remain responsible for the litter removal of that segment.

The Contractor will supply all labor and will be responsible for the purchase and cost of all equipment and supplies needed to maintain sponsored areas. Such items include, but are not limited to, commercial vans, litter grapplers, traffic control devices, safety vests, suits, safety goggles, and gloves. All equipment will meet or exceed County specifications. Maintenance must be performed in a safe manner with trained employees. The County reserves the right to review the safety training provided by the Contractor to its employees.

Litter removal will be performed on the following roadways:

- **Long Island Expressway Service Roads (North and South of the LIE)**

The Contractor will remove litter every two weeks [for a total of twenty-six (26) removals per year] from all areas outside of the traveled highways, along the entire length of the Long Island Expressway's north and south service roads within the boundaries of Nassau County (~16 miles). Maintenance will occur from the roadway edge to the fence line of the Long Island Expressway. Ramps will not be included.

- **Peninsula Boulevard (Southern State Parkway to Ocean Avenue)**

The Contractor will remove litter every month [for a total of twelve (12) removals per year] from the edge of the travel lane to the fence line, in both directions of Peninsula Boulevard, from the Southern State Parkway to Ocean Avenue (2.5 miles in each direction for a total of 5 miles). Removal of litter on medians, where access can be gained safely, will also be included.

- **Other Roadways**

The Department can elect to add new roadways to the Sponsor-A-Highway Maintenance Program at any time. The following process will be followed when adding new roadways to the agreement.

- When a potential roadway is identified, the Contractor will scout the area and review for any safety concerns.
- The Contractor will provide data to the Department regarding which areas can be safely added to the program and an appropriate cleaning frequency.
- The Department will confirm and approve the roadway availability.
- Once a mutual agreement between the Department and the Contractor is reached, the roadway will be added to the agreement.

Beyond the predictable amount of litter and debris, problems such as paper spills and vandalism can occur at any time; the Department may require an additional pickup to maintain the sponsored section. Litter shall be picked up, bagged and placed no closer than ten (10) feet from the outside edge of the traveled highways to be picked up by the Contractor's crews the same day as litter service was provided. No bags will be left on any roadway during an overnight period. The Contractor shall be responsible for the proper disposal of all bags, including the recycling of bottles and cans collected. The Department will not be providing access to County facilities for dumping. A supervisor's daily report of maintenance will be provided to the Department Point of Contact upon request.

The litter removal area for each sponsored segment shall include all areas outside of the traveled highways. The litter removal area shall not include culverts, bridges or tunnels. Toxic or hazardous materials, medical waste, dead animals, downed power lines, weapons, and large bulk items will not be the responsibility of the Contractor. The Contractor should report such items to the Department. Work crews shall not clean areas occupied by homeless persons. Upon discovery of such scenarios, the Contractor will immediately notify the Department. If during litter removal, items of value such as wallets or purses are discovered, the Contractor will turn them over to the Department.

The Department's Road Maintenance Unit is responsible for branch and lawn cutting within the sponsor areas. Any obstructions should be reported to the Department.

During periods of time where the ground is covered with snow, the Contractor will notify the Department in writing that litter removal services have been suspended. Once safe and the snow has melted, the Contractor will resume litter removal.

At times, there may be interruptions of the Program due to construction on certain segments of roadways. As a result, some of these segments may not be eligible for cleaning or sponsorship. These areas will become available to the Contractor when construction is completed. The Department will notify the Contractor two (2) weeks prior to any scheduled construction that will cause any interruptions to the Program.

The Contractor's work crews must be transported in commercial vehicles, and all drivers must possess a valid New York State driver's license for the appropriate class of vehicle. All crews must have a supervisor who is capable of effectively communicating with County personnel, employees and the traveling public. Crews may only be on the roadway during the hours and days as specified by the Department.

The Contractor is responsible for hiring only persons legally authorized to work in the United States of America. In addition, administrative records with respect to payroll and personnel may be reviewed for compliance with legal requirements.

The Contractor shall also submit to the Department's Traffic Engineering Unit and Road Maintenance Unit, a Maintenance Activity Plan which shall, at a minimum, identify the Contractor's plans for utilizing vehicular warning devices as required by permit. Contractors will be required to obtain a Highway Work Permit from the Department and must display a copy of their Highway Work Permit in the window of each vehicle.

#### ***Task 1 Deliverables:***

1. Before commencing work, the Contractor shall submit to the Department's Traffic Engineering Unit and Road Maintenance Unit, a Maintenance Activity Plan which shall, at a minimum, identify the Contractor's plans for utilizing vehicular warning devices as required by permit. The Contractor shall obtain a Highway Work Permit from the Department prior to commencing any maintenance activity on County roadways.
2. The Contractor shall submit a monthly Maintenance Schedule to the Department at least five (5) days prior to the beginning of that month and submit a monthly Work Completed Report to the Department within ten (10) days of the end of the month.
3. A supervisor's daily report of maintenance will be provided to the Department liaison upon request. This report shall include but not be limited to the following information: individuals who worked, the areas cleaned, and the number of bags of litter removed.
4. Program information shall also be made available by the Contractor through an internet portal that the Department can access within 30 days of contract award. This shall provide live information such as the total number of miles cleaned, number of bags collected, current number of signs, unique sponsors and pending signs. The portal shall also be able to create auto-generated reports with live statistics and dynamic reporting which can be queried using several parameters.

#### **Task 2: Sponsorship Program**

The Contractor shall develop a sponsorship program that will attract civic-minded companies and organizations interested in financially sponsoring litter removal maintenance on County roadways. To ensure a robust level of sponsor participation, the Contractor shall produce Sponsor Outreach Materials for submission to the County for posting on the Department of Public Works webpage and the County's social media accounts. The Contractor shall also disseminate Outreach Materials to local municipalities and community organizations such as civic associations, neighborhood associations, chambers of commerce, etc., to increase awareness of the Program and sponsor participation. Materials shall be distributed by the Contractor through local events and promotions, press releases, direct mail campaigns, traditional phone calls, internet and social media campaigns.

All agreements and contracts for maintenance services shall be made solely between Sponsors and the Contractor. The Contractor shall maintain records of the following information with respect to each sponsored roadway segment it serves: (I) name of the Sponsor, (II) description and length of each sponsored roadway segment, (III) the level of maintenance services provided; and (IV) time period covered by the Contractor's contract with the Sponsor. The Department, upon reasonable notice, may review such records. Individuals, families, corporations, businesses, and organizations may participate as sponsors in this program. No elected officials may participate as sponsors and no political advertisements of any kind will be allowed. The Department reserves the right to deny participation to any proposed sponsors whose participation would not be in the best interest of the County.

#### ***Task 2 Deliverables:***

1. Sponsor Outreach Materials shall be provided to the Department before commencing work. Materials shall advertise the program throughout the County. The Contractor shall disseminate Outreach Materials to local municipalities and community organizations such as civic associations, neighborhood associations, chambers of commerce, etc. Materials shall be distributed by the Contractor through events and promotions, press releases, direct mail campaigns, traditional phone calls, internet and social media campaigns. The Contractor shall keep records of the dissemination of Outreach Materials for submission to the Department.
2. As requested, the Department may review records of the Contractor's sponsorship program.

### **Task 3: Recognition & Signage**

Recognition signs identifying Program Sponsors and stating that the Contractor is providing the Contract Services, shall be provided for each sponsored segment by the Contractor ("Recognition Signs"). The length of sponsored segments shall be as follows:

- One-mile long for each section of roadway on the Long Island Expressway service roads, for a total of 16 segments (~16 mile corridor).
- 0.83 miles for each section of single-direction roadway of Peninsula Boulevard, for a total of 6 segments (~2.5 mile corridors in each direction for a total of 5 miles).
- The length of sponsor segments for additional roadways (yet to be assigned) shall be coordinated with the Department.

The Contractor shall design and fabricate Recognition Signs at no cost to the County in accordance with appropriate NYS Department of Transportation (NYSDOT) requirements and in coordination with the Nassau County Department of Public Works' Traffic Engineering Unit. The Nassau County Department of Public Works shall be responsible for Recognition Sign installation and maintenance. The Contractor shall pay the Nassau County Department of Public Works an annual fee of \$1,000.00 per Recognition Sign for this service. All new Recognition Signs must follow NYSDOT specifications, and measure 60" x 48" with a sponsor panel measuring 54" X 20". Existing signs not meeting current NYSDOT specifications shall be upgraded to such specifications as they become damaged or faded and need replacement.

The signs should be easy to read. Where used, logos shall be readily identifiable at a glance. Logos and lettering may include tasteful use of colors and stylized lettering. The Contractor shall submit a prototype of the Sponsor's recognition panel for the Department's review and approval. The Department at its sole discretion, shall approve the specific location of the Recognition Signs. No product name is allowed on the Recognition Sign or sponsor panel, except when the name is an established and integral part of the Sponsor's name. No directions, phone numbers, slogans, e-mail addresses, D.B.A.s with a 1-800 number, or instructions are permitted on the sponsor panels. The town or city in which the Sponsor is located may be included on the Recognition Sign. A sample mock-up for the Sponsor Recognition Sign is below.



The Contractor can provide the Department with recommendations on sign locations, however, all final locations will be approved by the Department at its sole discretion. Placement shall take into consideration motorist safety and the pre-existence of safety and informational signage.

#### ***Payment Due to County:***

The Contractor shall pay the County an annual fee of \$1,000.00 per Recognition Sign. Upon approval of a Recognition Sign installation by the Department, payment of the initial \$1,000 fee shall be remitted to the County within thirty (30) days. A \$1,000 fee per Recognition Sign shall be paid to the County annually thereafter. Payments should be made payable to the **Nassau County Treasurer** and submitted to:

Attention: Accounts Receivable  
Nassau County Department of Public Works  
1194 Prospect Avenue, First Floor  
Westbury, NY 11590

## **REPORTING FORMAT**

*All required reports shall conform to the following format.*

All text shall be produced on 8 ½ x 11" paper, single-spaced, with double spacing between paragraphs. Figures shall be 8 ½ x 11" or folded 11 x 17" format sheet size. All text pages (including and appendices or attachments) shall be consecutively numbered. Text print shall be letter quality in Times New Roman 12-point font. All references shall be properly cited in a bibliography at the end of the document text. In addition to hard copies, each report shall be emailed to the Department Point of Contact in formats that are compatible with Microsoft Office 365.

Deliverables and draft deliverables shall consist of two (2) hardcopies and one (1) electronic version.

All deliverables and draft deliverables shall be reviewed by the County and any other applicable or appropriate agencies for a period of no less than thirty (30) days. The County reserves the right to extend this review period. Upon completion of the review, the County shall submit comments and/or changes and the Contractor shall incorporate said comments and/or changes.

Final deliverables to the County may need to contain mandatory language and disclaimers pertaining to Federal and State requirements. Such language and disclaimers, if applicable, shall be provided to the Contractor by the County prior to the submission of any and all final deliverables.

## **COORDINATION**

The Contractor shall commence work under this Contract upon receipt of Notice to Proceed. All work performed under this Contract shall be done so in accordance with the articles of the Contract. All deliverables shall be considered complete and final upon receipt of all review and approval signatures and acceptance by the Contracting Officer Representative (COR). The County shall provide acceptance of final submittals in writing.

The Contractor shall establish and maintain very close coordination with the County, other Federal, State and local agencies, governmental organizations and their Contractors as directed by the County. Coordination may be in the form of meetings, correspondence, or telephone calls.

**APPENDIX B**  
**PROGRAM DESCRIPTION AND STAFFING**

**\*Detailed information on Program Description and Staffing can be found in the Contractor's RFP Proposal.\***



#### 4. PRIOR EXPERIENCE WITH PUBLIC SECTOR CLIENTS

*This section addresses item “c” in Appendix B of RFP*

##### 4.1 Public Sector Experience Overview

Throughout AHMC/NY’s entire 30-year history, our business model has been based 100% on the building of Public Private Partnerships. Put another way, we have never had a private sector client. All 28 contracts listed in section 3.3, many with origins dating back to the 1990s, are with public sector entities – chiefly state and city DOTs and Public Works Departments.

As a result, AHMC/NY is proficient at managing the jurisdictional variables within 23 states across the United States and in particular, the complex state of New York. AHMC/NY’s President, Ms. Patricia Nelson, a native New Yorker and graduate of Fordham University, helped establish AHMC/NY after 10 years in New York City government where she was Assistant Transportation Commissioner for Bridge, Tunnel, and Arterial Maintenance. Her core responsibilities there included the management and allocation of a \$60M maintenance and operations budget for 24 movable bridges, 5 vehicular tunnels, and 300 miles of arterial roadways. During her tenure in NYC government, Patricia led efforts to develop and implement public policy to lay the groundwork for successful public-private partnerships through which essential infrastructure could be built or maintained.

Though our first official agreement was with Caltrans in late 1989, Ms. Nelson’s experience subsequently led AHMC/NY and the New York City Partnership (Region 11) to launch the *Transportation Public / Private Partnership (PPP) Sponsor* industry that has made a difference on many transformative levels. The period 1994-2000 saw AHMC/NY cement five formal contracts with the City of NY, Long Island Region 10, Nassau County, Region 8 Westchester, and the NY Thruway. All of these contracts have endured to the present day. AHMC/NY’s historical and “home” advantage in NY will ensure that NCDPW’s Sponsor A Highway Maintenance Program is managed by familiar professionals in the know, both from sales and operational perspectives.

##### 4.2 AHMC/NY Knowledge and Understanding of Federal and State Laws

As the industry leader, AHMC/NY is regularly approached by state and federal agencies for advice to modify or develop new highway sponsorship programs. For example, sponsor signing is part of a recently defined set of signs called “Acknowledgement Signs” that was finally incorporated into the 2009 Edition of the MUTCD. AHMC/NY spent many years working with FHWA and the MUTCD team in Washington, DC to advocate for written guidance and standards for the “corporate sponsor” program we began in 1989. The current content and language is a direct result of five years of discussion and debate.

**Limitations of Recognition Signs** - The FHWA issued the “Policy on Sponsorship Acknowledgment and Agreements within the Highway Right-of-Way” order on April 7th, 2014 to update the existing FHWA Order 5160.1 issued on March 13th, 2012. In the updated order, the FHWA further clarified the limitations on programs using signs to acknowledge sponsors. This order defines what type of acknowledgement is allowed for sponsors. AHMC/NY was one of the few private entities that worked with the FHWA to determine the rules of what can and cannot be placed on highway recognition or acknowledgment signs. AHMC/NY also acknowledges that NCDPW has provided additional “prohibited advertising content” as listed in Section B, page 10 and 11 of the RFP.

Over the last 30 years, AHMC/NY has discovered the formula for communicating program value to sponsors while educating them of the limitations on what can be displayed on sponsorship-related signs. This was no easy task, and it took many attempts to refine our marketing message to connect the value of the program with sponsor recognition needs. As a result, AHMC/NY has averaged annual double-digit

growth in miles sponsored since 2010 and maintains an 80% renewal rate of sponsorship agreements year after year.

Our national presence provides the stability and support to competently handle sales, marketing, administration, and maintenance while delivering high quality customer service to our sponsors and our transportation partners. AHMC/NY has developed a high level of expertise in selling Adopt/Sponsor-A-Highway programs and uses lessons learned to continuously fine-tune its approach. Our sales and marketing department embraces constant learning through membership and participation in national industry associations, active involvement with our state DOT partners, and on-going communication with the Federal Highway Administration (FHWA) and American Association of State Highway and Transportation Officials (AASHTO). Today, with a broad network in place and compelling marketing literature, web site, and client testimonials, potential sponsors can easily see the benefits of participation.

### 4.3 Detailed AHMC/NY Public Sector Case Studies

While AHMC/NY's entire 30-year contract portfolio is relevant to the NCDPW *Sponsor A Highway Maintenance Program*, in this section we feature four current case studies to illustrate our ability to meet or exceed all the goals and requirements outlined in the RFP.

1. Our efforts in Colorado showcase AHMC/NY's ability to efficiently take over a contract from an underperforming incumbent and double sponsorship within the space of 5 years. Our CDOT contract also illustrates AHMC/NY's ability to assist with ongoing volunteer operations.
2. AHMC/NY's presence in Nevada follows from initial leadership of a pilot program in 2000 to becoming the go-to contractor to expand NDOT's litter removal campaigns from Las Vegas to Reno / Carson City as well as secondary and outlying roadways.
3. The New York City Partnership Program – AHMC/NY's longest running contract may be of particular interest to NCDPW as it illustrates our versatility in litter control, landscaping, roadway sweeping, and graffiti removal in neighboring counties.
4. AHMC/NY's TXDOT contract represents the largest state DOT Sponsor A Highway program in the U.S. The exclusive nature of this contract illustrates strong efficiencies of a sole-source approach. This case study also emphasizes AHMC/NY's commitment to flexibility and innovation in our collaborating with TXDOT on unique Wildflower and Toll Gantry sponsorship programs as well as emergency clean-up operations post-Hurricane Harvey in 2017.

#### 4.3.1 Case Study #1: Colorado Sponsor A Highway Program

**Owner Name & Address:** Mr. Bernard Cole - AAH/SAH Statewide Coordinator  
Colorado Department of Transportation  
1386 Tower Rd, Aurora, CO 80011  
(303) 365-7322

**Services Provided:** Litter Removal, Sponsor Management, Volunteer Program Intake  
**Number of Years:** 9 (2010 – Present)  
**Contractor Status:** Prime, Exclusive

**Description:** The Colorado program currently encompasses the cities of Denver, Colorado Springs, and recently Pueblo. These areas include six interstate and state routes. The State of Colorado Department of Transportation (CDOT) issued a new RFP after their original 5-year contract for the Sponsor A Highway

Program with another contractor expired in 2009. AHMC/NY was exclusively awarded the Colorado Sponsor A Highway Program in 2010. AHMC/NY established an aggressive 4-month timeline to completely take over this program in accordance with CDOT's and AHMC/NY's own standards and procedures:

- Program established: March 28, 2010
- Program manager assigned: March 28, 2010
- Prospected vendors located: April 16, 2010
- In-person interviews with prospected vendors: May 5, 2010
- Vendor chosen/contract signed: May 26, 2010
- Area maintenance supervisor chosen, interviewed, selected and trained: July 6, 2010
- Vehicle and equipment prepared: July 8, 2010
- Cleaning crew established, interviewed, selected, and trained: July 13, 2010



AHMC/NY was able to establish contact with pre-existing sponsors and successfully renewed contracts with over 80% of those sponsors. By the end of 2010, AHMC/NY secured sponsors for 73 adoptable areas. In partnership with CDOT, AHMC/NY developed a more efficient sign initialization process for sponsors which reduced the time frame from sponsor contract signing to sign installation to 30 days.

The number of sponsorships has almost doubled since AHMC/NY's first year in Colorado. AHMC/NY now maintains over 294 miles on Colorado interstates and state routes not only around Denver where the program started, but throughout the entire state.

CDOT also approached AHMC/NY about helping to manage the volunteer component of this program. AHMC/NY now manages volunteer intake for the Volunteer program. It has processed hundreds of potential volunteers over the past few years.

#### 4.3.2 Case Study #2: Nevada Sponsor A Highway Program

**Owner Name & Address:** Mrs. Guinevere Hobdy - Public Information Manager  
Nevada Department of Transportation  
1263 S. Steward Street, Carson City, NV 89712  
(775) 888-7711

**Services Provided:** Litter Removal, Sponsor Management  
**Number of Years:** 20 (2000 – Present)  
**Contractor Status:** Prime



**Description:** The Nevada Department of Transportation (NDOT) first approached AHMC/NY in June 2000. At this time, NDOT wanted to fast track a corporate sponsorship program to provide safe and efficient cleanup of their roadways. The program consisted of a total of 68 miles on I-15, from the California border at Primm to Las Vegas, Nevada. After several meetings and presentations, AHMC/NY was approved as the **exclusive** maintenance provider for this pilot project in October 2000, with full maintenance operations



beginning in December 2000.

NDOT once again approached AHMC/NY in 2008 for advice on how to secure sponsors for secondary and outlying roadways. AHMC/NY presented and implemented a new type of sponsor program called “*Signs for Service*”. This new program increased sponsor participation of regular litter removal services on outlying roadways.

In 2014, NDOT asked AHMC/NY to expand our efforts into the Reno / Carson City area after another contractor failed at sustaining a viable Sponsor A Highway program in this market. AHMC/NY was able to stabilize the existing program, work with local DOT contacts, and begin growing the program. The program has exhibited positive growth in this small regional market each year since 2014. AHMC/NY is the **exclusive** provider of the program in the Reno / Carson City area.

The NDOT program has evolved and grown significantly since we began our work to the extent that 163 highway miles are now sponsored in Nevada.

#### **4.3.3 Case Study #3: The New York City Partnership**

**Owner Name & Address:** Shaun Bruney - AAH/SAH Statewide Coordinator  
City of New York  
55 Water Street, 4<sup>th</sup> Floor, New York, NY 10041  
(212) 839-4882

**Services Provided:** Litter Removal, Graffiti Removal, Landscaping, Sweeping, Sponsor Management  
**Number of Years:** 26 (1994 – Present)  
**Contractor Status:** Prime

**Description:** In November of 1992, New York City (NYC) was struggling with a lack of funding to maintain various public assets. AHMC/NY approached NYC about building a Sponsor A Highway program to help tackle the litter problem on the roadways. The partnership that resulted targeted 300 miles of the most heavily littered sections. Presently, the program maintains sponsorship on over 275 miles.

In the years since the program started, the NYC Program has grown to provide other services beyond litter removal such as roadway sweeping, graffiti removal, and landscaping. In addition, AHMC/NY partnered with NYC to create a program to specifically address concerns around the Henry Hudson Parkway - one of the most iconic roadways in the US. AHMC/NY was able to secure multiple sponsors who fund weekly litter removal and during the warm summer months, street sweeping, and landscaping.



Since the program started over 26 years ago, hundreds of sponsors have taken part in the program, tens of thousands of roadway miles have had litter removed, hundreds of thousands of pounds of litter disposed of, hundreds of walls cleaned of graffiti, and thousands of roadway miles have been swept.

The success of the NYC program attracted interest in neighboring agencies including Long Island, Region

8, and the New York Thruway, all of whom have asked AHMC/NY to help develop similar programs. To this day, NYC's implementation of a successfully managed Sponsor A Highway® program is seen by many in local governments as the quintessential Public-Private Partnership (PPP).

#### **4.3.4 Case Study #4: Texas Sponsor A Highway Program**

**Owner Name & Address:** Mr. Mark Johnson - AAH/SAH Coordinators  
Texas Department of Transportation  
2709 West Front Street, Tyler, TX 75702  
903-510-6589

**Services Provided:** Litter Removal, Sponsor Management  
**Number of Years:** 6 (2014 – Present)  
**Contractor Status:** Prime, Exclusive

**Description:** In 2013, Texas Department of Transportation (TXDOT) released an RFP for highway sponsorship programs. TXDOT imagined multiple contracts would be awarded to multiple vendors, however instead, TXDOT chose to award an exclusive three-year Sponsor A Highway contract to AHMC/NY. The Texas Sponsor A Highway Program is now the largest, exclusive state sponsorship program in the country. A contributing factor to the quick growth of the TXDOT program is streamlined process TXDOT and AHMC/NY have built together. With AHMC/NY as the sole contractor, program efficiencies allow for quick turnaround times for approvals and sign installations, thus promoting strong sponsor engagement. Due to the success of the initial contract term, TXDOT has decided this year to renew the contract with AHMC/NY for another three-year term.



AHMC/NY now maintains over 340 miles of roadway throughout 5 Texas districts (Houston, Fort Worth, Dallas, Austin and San Antonio). With this contract extension, TXDOT has also given AHMC/NY approval to expand into different regions throughout the state. TXDOT and AHMC/NY are expanding an innovative Wildflower Program, and we continue to strategize on a new Toll Gantry sponsorship program.

AHMC/NY has formed a strong partnership with TXDOT that goes beyond the basic requirements of the program. In 2017, AHMC/NY assisted TXDOT in clean-up efforts after the devastation of Hurricane Harvey. This project resulted in the removal of over 2,600 bags of litter and debris left in the aftermath of the storm, allowing TXDOT to focus on other high-priority crisis management efforts.

## 5. STAFFING

*This section addresses item "a" in Appendix B of RFP*

### 5.1 AHMC/NY Corporate Structure and Principals

AHMC/NY is an S-Corporation founded in 1989 and overseen by a Board of Directors. AHMC/NY's entire corporate history has revolved around achieving competency in 6 core task areas: a) successfully market and sell sponsorships; b) attentively manage all stakeholder relationships; c) follow all DOT, MUTCD FHWA guidelines; d) safely and efficiently maintain publicly owned highways and roads; and e) expertly coordinate all sign installation approvals, sponsor artwork, and permitting issues with vendors and DOT; and f) hire well and train continuously to achieve excellence. All of these core competencies revolve around state and federal DOT needs.

AHMC/NY is and always has been a financially sound and stable company. Our ability to invest in new programs and multiple start-up operations while maintaining a strong portfolio of existing clients reflects financial skill, maturity, and experience. Our commitment to safety, innovation, efficiency, and fiscal discipline ensures attractive sponsor terms that have enabled AHMC/NY to consistently maintain the highest sponsorship levels across the U.S.

AHMC/NY's three Board Members / Principals, Peter Morin, Dan Day, and Dennis Day, founded **Adopt A Highway Maintenance Corporation (AHMC/NY)** in 1989. Having grown from a statewide program in California to a successful service company with operations in 23 states across the country today, AHMC/NY is a singular public private partnership story that benefits state and local governments, corporate sponsors, small businesses, and communities. Below we present brief biosketches for our three Principals.

- **Peter Morin** is an active member of the California Coast Chapter of the Young Presidents Organization and has held several board positions including Chapter Chairman. Peter received his MBA with a major in Finance from the University of Pennsylvania's Wharton School of Business and a BS in Accounting from the University of Santa Clara, *cum laude*.
- **Daniel Day** started his career as a CPA at KMPG. He received his MBA from Harvard Business School and a BA in Business Economics from the University of California Santa Barbara, *cum laude*.
- **Dennis Day** received his BA in Business/Economics from the University of California Santa Barbara, *cum laude*.

## 5.2 AHMC/NY Organization and Staff Assigned to This Project

### 5.2.1 Organization Chart

AHMC/NY currently employs 129 people to manage and maintain current projects nationwide. Most of these consist of highway maintenance supervisors and crews. For the NCDPW contract, our assigned staffing at project outset will consist of 4 Senior Managers, 1 Relationship Manager, 3 Sales/Marketing personnel; 1 MIS Specialist, and 2 Field Operations personnel. The relationships of our proposed key personnel to one another, to one designated sign manufacturer, and to NCDPW are depicted in Figure 11.

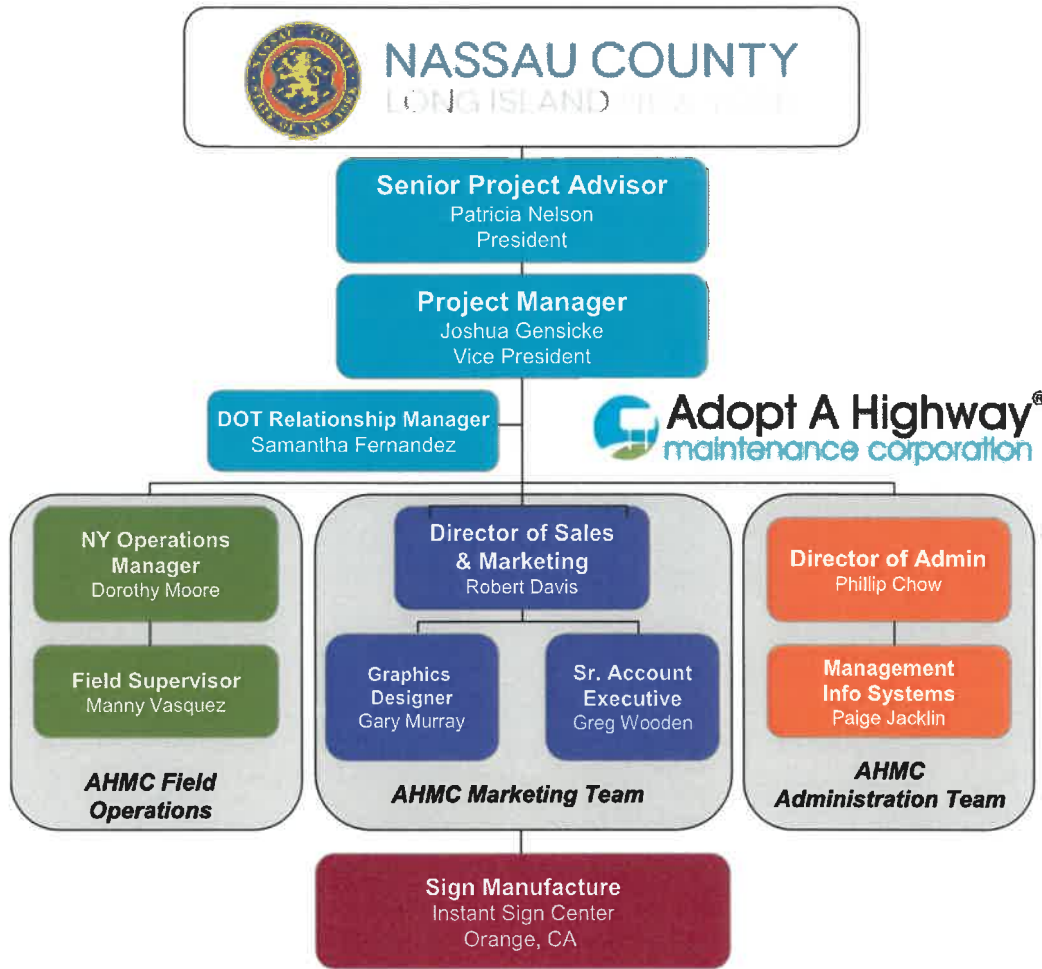


Figure 11. Proposed Organization Chart for NCDPW Sponsor A Highway Maintenance Program

Joshua Gensicke, AHMC/NY Vice President, will manage the overall project, have full negotiation authority for AHMC/NY, and be the principal POC for NCDPW in all contractual matters. Joshua, a veteran of 17 years with AHMC/NY, reports directly to the President of AHMC/NY, Patricia Nelson, who will serve as the Senior Advisor for the NCDPW contract. DOT Relationship Manager, Samantha Fernandez, will communicate directly with NCDPW on day-to-day matters, assist Joshua with administration of the contract, and ensure excellent customer service to DOT. Reporting directly to Mr. Gensicke will be Robert Davis, Director of AHMC/NY's Sales and Marketing Team, Philip Chow, lead for the company's finances and administration, and Dorothy Moore, our Field Operations lead for the NCDPW contract.



Robert Davis will play an essential role as lead on the sales and marketing effort to recruit sponsors for the program. Mr. Davis will be assisted in AHMC/NY's marketing efforts by Gary Murray, Graphic Designer, and Greg Wooden, Major Accountant Executive.

Dorothy Moore, our resident expert on traffic control regulation and safety, oversees all field operations in the state of NY. Manny Vasquez, our designated person in charge in the field, will supervise day-to-day operations by locally-based work crews.

Philip Chow will oversee and manage all aspects of administration, including billing, bookkeeping, reporting, insurance, and human resources for this Program. Philip will be assisted by Paige Jacklin of our IT Team and who is expert with infrastructure, desktop, voice & data, security and multimedia platforms. Paige is responsible for the nationwide roadway inventory system AHMC/NY uses for reporting and contract maintenance.

### 5.2.2 AHMC/NY Key Personnel Assigned to NCDPW Program

We propose 10 AHMC/NY Key Personnel for the *Sponsor A Highway Maintenance Program* contract. The names, job titles, project roles, and experience of these individuals are summarized in Table 4. One-page resumes are included in section 5.2.5.

Four of our Key Personnel are senior AHMC/NY managers who will play well-defined leadership roles in the project. We note that AHMC/NY's senior managers average 27 years of relevant experience. The entire list of 10 key personnel averages 23 years of relevant experience per person.

**Table 4. Proposed AHMC/NY Key Personnel for NCDPW Sponsor A Highway Maintenance Program**

Name	Title	Primary Job Responsibility	Yrs with AHMC/NY	Yrs Other Relevant Experience
<b>Patricia Nelson</b>	President	Senior Project Advisor	24	3
<b>Joshua Gensicke</b>	Vice President	Project Manager	18	1
<b>Robert Davis</b>	Director of Sales and Marketing	Sales & Marketing Director	2	19
<b>Philip Chow</b>	Director of Administration	Administration Director	8	31
Samantha Fernandez	DOT Relationship Mgr	Assistant Project Mgr	2	6
Greg Wooden	Senior Account Executive	Securing VA Sponsors	28	0
Gary Murray	Graphic Designer	Marketing and Sponsor Logo Design	5	27
Dorothy Moore	NY Operations Manager	Litter Removal and Sign Installation	3	8
Manny Vasquez	Field Supervisor	Oversight of work crews	5	22
Paige Jacklin	IT Project Manager	VA Data Management & Reporting	5	14

**Bold denotes members of the AHMC/NY senior management team**

### 5.2.3 Sign Manufacturer Information



**APPENDIX C**  
**NASSAU COUNTY CONTRACT REDACTION POLICY**



OFFICE OF THE CHIEF PROCUREMENT OFFICER  
ONE WEST STREET, 1<sup>ST</sup> FLOOR  
MINEOLA, NEW YORK, 11501

## MEMORANDUM

**To:** All Department Heads and DCCOs

**From:** Robert Cleary, Chief Procurement Officer

**CC:** John Chiara, Deputy County Executive for Compliance  
Jared Kasschau, County Attorney

**Re:** Contract Redaction Policy

**Date:** February 14, 2020

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### I. INTRODUCTION

To promote transparency in County contracting, it is the policy of the Clerk of the Legislature to publish online certain contracts, known as "A," "B," "E," and "U" contracts, submitted for review by the County Legislature. The New York State Public Officers Law allows the public to access County documents and written communications with certain exceptions for information of a personal or proprietary nature. Although the County must collect such private information as part of conducting its due diligence, it is important for the County to protect such excluded information from undue release to the public. This policy is to establish contract redaction procedures for departments and vendors to prevent release of excludable information.

### II. PURPOSE

To ensure that vendor information of a personal or proprietary nature is not released to the public in contracting processes.

### III. SCOPE

This policy establishes redaction procedures for all contract and due diligence documents submitted by vendors.

#### **IV. CONTRACT REDACTION PROCEDURE**

For any contract action that will be posted online by the Clerk of the Legislature, the following procedure shall be followed:

Upon selection of a proposed awardee of a new contract, or in the case of an amendment or renewal, the contracted vendor, shall submit, along with the unredacted version, a duplicate redacted version of any bid, proposal, disclosure form, or other information that may be included in a County contract package. Such redacted paperwork will be posted on the County Legislature's website upon filing the proposed contract for Legislative approval.

The redacted paperwork shall be identical to the paperwork being submitted for consideration by the department, except that the vendor shall redact all information of a private or personal nature. If no redacted paperwork is submitted with the contract package, it will be understood that an unredacted version of the paperwork is acceptable for posting on the County website.

Redactions must be limited to information that is excepted from FOIL disclosure under Article 6 of the New York State Public Officers Law. This includes, but is not limited to, Social Security Numbers, home or personal telephone numbers, home addresses, personal e-mail addresses or social network usernames, information of a personal nature where disclosure would result in economic or personal hardship, and trade secrets or similar information the disclosure of which would cause substantial injury to the competitive position of the person or company providing it. For redactions of information that would result in economic or personal hardship and/or trade secrets, the vendor shall explain the reason(s) for each redaction. Further, the County reserves the right to post unilaterally materials which reject Contractor redactions or make additional redactions. The Contractor will receive notice of any such changes.

Failure by a vendor to submit redacted paperwork or paperwork where redactions are not explained shall be deemed to have given their consent to the posting of the unredacted paperwork in its entirety. The County Legislature will then post an un-redacted version of the paperwork.

In addition, it is the policy of the County that any vendor using a Social Security Number (SSN) is encouraged to obtain and operate under a Federal Employer or Tax Identification Number (EIN or TIN) to prevent release of the SSN.

Departments are directed to share this policy with all proposed or current contract vendors. Vendors should consult with the department issuing the contract should they have any questions regarding this policy.

Departments must include this requirement in all RFPs, bid documents, and contracts.

**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.

- (a) 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.
- (b) 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.
- (c) 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.
- (d) 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.
- (e) 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.
- (f) 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.

- (g) 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.
- (h) 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.
- (i) 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.
- (j) 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**



**7. NASSAU COUNTY REQUIRED FORMS**

*This section includes all forms required by the RFP not submitted by other means*

**7.1 Living Wage Law Certificate of Compliance (Appendix L)**

Contract Appendix L  
Certificate of Compliance

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

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

PATRICIA NELSON (Name)  
3158 Redhill Avenue (Address)  
COSTA MESA, CA 92626 (Telephone Number)

2. The Proposer/Bidder agrees to comply with the requirements of the Nassau County Living Wage Law, and with all applicable federal, state and local laws.

3. In the past five years, Proposer/Bidder \_\_\_\_\_ has ☒ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed by the Proposer/Bidder, describe below:

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

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

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

4-9-2020 

Dated  
Signature of Chief Executive Officer

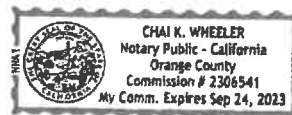


Name of Chief Executive Officer

Sworn to before me this

9<sup>th</sup> day of April, 20

  
Notary Public



Sponsor-A-Highway Maintenance Program RFP 27

**REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSAL/REQUEST FOR BID CONTRACT****PART I: Approval by the Deputy County Executive for Operations must be obtained prior to ANY RFQ/RFP/RFBC**
☐ RFQ
 ☒ RFP
 ☐ RFBC
 ☐ In-House or Requirements Work Order
Project Title: Sponsor-A-Highway Maintenance ProgramDepartment: Public Works Project Manager: David Viana Date: November 4, 2019Service Requested: Personal service contract for the promotion, administration and maintenance of the Sponsor-A-Highway Maintenance Program.

Justification: Procurement of a personal service contract for the promotion, administration, and maintenance of the Nassau County Sponsor-A-Highway Program. The Program will offer a way for civic-minded companies to financially sponsor litter removal maintenance on County roadways. Litter removal will be performed on specified roadways every two weeks, for a total of twenty-six (26) removals per roadway per year. The Program is designed to provide litter removal services at no cost to the County.

Requested by: David Viana, Planner II, Dept. of Public Works Department/Agency/OfficeProject Cost for this Phase/Contract: (Plan/Design/Construction/CM/Equipment) \_\_\_\_\_  
Circle appropriate phaseTotal Project Cost: \$0.01 Date Start Work: 05/2020 Duration: 12 monthsCapital Funding Approval: YES ☒ NO ☐ [Signature] \_\_\_\_\_  
SIGNATURE DATEFunding Allocation (Capital Project): PWGEN 0200  
See Attached Sheet if multiyear ☐NIFS Entered: [Signature] 11/27/19  
SIGNATURE DATEAIM Entered: Nancy Allen 12/13/19  
SIGNATURE DATEFunding Code: PWGEN0200  
use this on all encumbrancesTimesheet Code: 19-0291  
use this on timesheets

State Environmental Quality Review Act (SEQRA):

Type II Action ☒ or, Environmental Assessment Form Required ☐  
Supplemental Environmental Documentation \_\_\_\_\_Department Head Approval: YES ☒ NO ☐ [Signature] \_\_\_\_\_  
SIGNATUREDCE/Ops Approval: YES ☒ NO ☐ Brian Salmeron 11/27/19  
SIGNATURE**PART II: To be submitted to Chief Deputy County Executive after Qualifications/Proposals/Contracts are received from Responding vendors.**

Vendor	Quote	Comment	See Attached Sheet <input type="checkbox"/>
1. _____	_____	_____	
2. _____	_____	_____	
3. _____	_____	_____	
4. _____	_____	_____	

DCE/Ops Approval: YES NO Signature \_\_\_\_\_

COUNTY OF NASSAU  
DEPARTMENT OF PUBLIC WORKS  
Inter-Departmental Memo

**TO:** David Viana, Planner II

**FROM:** Office of the Commissioner

**DATE:** December 4, 2019

**SUBJECT:** CSEA Sub-Contracting Approval  
**C19-133** – Nassau County Sponsor-A-Highway Maintenance Program

Please be aware in accordance with Section 32-3 of the CSEA/County CBA, the Department has met with CSEA representatives to discuss your proposed DPW contract referenced above. Pursuant to Section 32-3 of the CSEA/County CBA, CSEA has withdrawn its objection to the above-referenced contract known as **C19-133**.

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

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



Roseann D'Alleva  
Deputy Commissioner

RD:las

c: Sean Sallie, Deputy Commissioner  
Loretta Dionisio, Assistant to Deputy Commissioner  
Jonathan Lesman, Management Analyst II



**COUNTY OF NASSAU**  
**DEPARTMENT OF PUBLIC WORKS**  
**Inter-Departmental Memo**

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

**FROM:** Department of Public Works

**DATE:** November 13, 2019

**SUBJECT:** CSEA Notification of a Proposed DPW Contract  
 Nassau County Sponsor-A-Highway Maintenance Program

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

1. DPW plans to recommend a contract/agreement for the following services:  
 Procurement of a personal service contract for the promotion, administration, and maintenance of the Nassau County Sponsor-A-Highway Program. The Program will offer a way for civic-minded companies to financially sponsor litter removal maintenance on County roadways. Litter removal will be performed on specified roadways every two (2) weeks, for a total of twenty-six (26) removals per roadway per year. The Program is designed to provide litter removal services at no cost to the County
2. The work involves the following:  
 Litter removal services shall cover the entire length of the north and south service roads of the Long Island Expressway, within the boundaries of Nassau County, and a 7-mile segment of Old Country Road between Salisbury Park Drive and Round Swamp Road, which require a high frequency of pickups. Litter removal will be performed on specified roadways every two (2) weeks, for a total of twenty-six (26) removals per roadway per year. Litter shall be picked up, bagged and placed no closer than ten (10) feet from the outside edge of the traveled highways to be picked up by the provider's crews the same day as litter service was provided.
3. An estimate of the cost is: \$0.01
4. An estimate of the duration is: Twelve (12) months.

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



Roseann D'Alleva  
 Deputy Commissioner

RD:SS:jd

c: Christopher Nicolino, Director, Office of Labor Relations  
 Sean Sallie, Deputy Commissioner  
 Loretta Dionisio, Assistant to Deputy Commissioner  
 Christopher Yansick, Unit Head, Financial Management Unit  
 Diane Pyne, Unit Head, Human Resources Unit  
 Jonathan Lesman, Management Analyst II  
 David Viana, Planner II





# CERTIFICATE OF INSURANCE COVERAGE DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

## PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only) ADOPT A HIGHWAY MAINTENANCE CORP 3158 RED HILL AVE SUITE 200 COSTA MESA, CA 92626	1b. Business Telephone Number of Insured (800) 358-0231
Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)	1c. Federal Employer Identification Number of Insured or Social Security Number 330603946
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS 1194 PROSPECT AVENUE WESTBURY, NY 11590	3a. Name of Insurance Carrier <b>New York State Insurance Fund (NYSIF)</b> 3b. Policy Number of Entity Listed in Box "1a" DBL 5118 20 - 4 3c. Policy effective period 07/11/2020 to 07/11/2021

4. Policy provides the following benefits:

- ☒ A. Both disability and paid family leave benefits  
☐ B. Disability benefits only  
☐ C. Paid family leave benefits only

5. Policy covers:

- ☒ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law  
☐ B. Only the following class or classes of employer's employees:

\_\_\_\_\_  
\_\_\_\_\_

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 8/13/2020

By

(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number (866) 697-4332

Name and Title **Melissa Jensen, Director of Disability Insurance Unit**

**IMPORTANT:** If Box 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200

## PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

### State of New York Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed \_\_\_\_\_ By \_\_\_\_\_

(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number \_\_\_\_\_ Name and Title \_\_\_\_\_

**Please Note:** Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. **Insurance brokers are NOT authorized to issue this form.**

## Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in box "3" on this form is certifying that it is insuring the business referenced in box "1a" for disability and/or paid family leave benefits under the New York State Disability and Paid Family Leave Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Worker's Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Disability and/or Paid Family Leave Benefits contract of insurance only while the underlying policy is in effect.

**Please Note: Upon the cancellation of the disability and/or paid family leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability and/or Paid Family Leave Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability and Paid Family Leave Benefits Law.**

### DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

#### §220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and not withstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits, and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

Edgewood Partners Insurance Center (EPIC)  
19000 MacArthur Blvd. PH Floor  
Irvine, CA 92612

# MAIL DOCUMENT

Certificate of Insurance Delivery by **ecertsonline™**

Nassau County Department of Public Works  
Attn: Daniel Davis, PE  
1194 Prospect Ave.  
Westbury NY 11590

Sender: Tina Coleman

Phone: 949-263-0606

Subject: Cert No. 57769431 - Certificate of Liability; Adopt  
A Highway Maintenance Corp. - Renewal  
certificate

Date: 9/25/2020

No. of Pages: 11

URL: [www.edgewoodins.com](http://www.edgewoodins.com)

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The following document contains certification of insurance coverage for the insured named in the subject line. Your company is listed as the organization requesting receipt of this document.

THIS MESSAGE IS INTENDED FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF THE READER OF THE MESSAGE IS NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING THE MESSAGE TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE, AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS VIA REGULAR POSTAL SERVICE.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/25/2020

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).

<b>PRODUCER</b> Edgewood Partners Insurance Center (EPIC) 19000 MacArthur Blvd. PH Floor Irvine, CA 92612  www.edgewoodins.com	<b>CONTACT NAME:</b> Tina Coleman <b>PHONE (A/C, No. Ext):</b> 949-417-9164 <b>E-MAIL ADDRESS:</b> tina.coleman@epicbrokers.com <b>FAX (A/C, No):</b> 949-809-2364														
<b>INSURED</b> Adopt A Highway Maintenance Corp. Adopt A Highway Maintenance Corp. of New York Sponsor A Highway 3158 Red Hill Avenue, Ste. #200 Costa Mesa CA 92626	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Liberty Mutual Fire Insurance Company</td><td>23035</td></tr><tr><td>INSURER B: Liberty Insurance Corporation</td><td>42404</td></tr><tr><td>INSURER C: Ohio Secuirty Insurance Company</td><td>24082</td></tr><tr><td>INSURER D: Employers Insurance Company of Wausau</td><td>21458</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Liberty Mutual Fire Insurance Company	23035	INSURER B: Liberty Insurance Corporation	42404	INSURER C: Ohio Secuirty Insurance Company	24082	INSURER D: Employers Insurance Company of Wausau	21458	INSURER E:		INSURER F:	
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**COVERAGES****CERTIFICATE NUMBER:** 57769431**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
D	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$5,000 BI/PD Deductible GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	TBC-Z91-460065-030	10/1/2020	10/1/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>		AS2-Z91-460065-020	10/1/2020	10/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$10,000			TH7-Z91-460065-040	10/1/2020	10/1/2021	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	<input checked="" type="checkbox"/>	WCC-Z91-460065-010	10/1/2020	10/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Business Personal Property Special Form/Replacement Cost			BFS(21)56300891	10/1/2020	10/1/2021	\$337,652 Limit \$2,500 Deductible

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

Certificate holder named additional insured as respects general liability but only if required by signed written contract with named insured prior to an occurrence & per end.# CG2010 0413 & CG2037 0413. Gen. Liab. waiver of subrogation per end.#CG2404 0509. Gen. Liab.per project aggregate per end.#LC2519 0115. Primary/Non-Contributory included per end.#CG0001 0413; Auto add'l insured per end.#CA2048 1013. Work Comp Waivers of Subrogation included per attached endorsement.

**CERTIFICATE HOLDER**

Nassau County Department of Public Works  
Attn: Daniel Davis, PE  
1194 Prospect Ave.  
Westbury NY 11590

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

Susan J. Sampson

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ACORD 25 (2016/03)

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location(s) Of Covered Operations</b>
<b>As required by a written contract</b>	<b>AS required by a written contract</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;  
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT -  
CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 0.0% of the California workers' compensation premium otherwise due on such remuneration.

**Schedule**

<u>Person or Organization</u>	<u>Job Description</u>
Where required by contract or written agreement prior to loss and allowed by law.	

Issued by   Employers Insurance Company of Wausau 15555

For attachment to Policy No. WCC-Z91-460065-010   Effective Date 10/1/2020   Premium \$

Issued to Adopt A Highway Maintenance Corp.

WC 04 03 06  
ED: 04/1984

Page 1 of 1

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**Schedule**

Any person or organization to whom you become obligated to waive your rights of recovery against, under any contract or agreement you enter into prior to the occurrence of loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 10/1/2020

Policy No.: WCC-Z91-460065-010 Endorsement No.:

Insured: Adopt A Highway Maintenance Corp.

Premium:

Insurance Company: Employers Insurance Company of Wausau Insured by: \_\_\_\_\_

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### **SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location And Description Of Completed Operations</b>
<b>As required by a written contract</b>	<b>As required by a written contract</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: TBC-Z91-460065-030

COMMERCIAL GENERAL LIABILITY  
CG 24 04 05 09

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

Name Of Person Or Organization:

WHERE REQUIRED BY WRITTEN CONTRACT.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

**2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

**3. Legal Action Against Us**

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

**4. Other Insurance**

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

**a. Primary Insurance**

This insurance is primary except when Paragraph b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph c. below.

**b. Excess Insurance**

(1) This insurance is excess over:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
  - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
  - (ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
  - (iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
  - (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I - Coverage A - Bodily Injury And Property Damage Liability.



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of 214

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- (b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.
- (2) When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.
- (3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
  - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
  - (b) The total of all deductible and self-insured amounts under all that other insurance.
- (4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**5. Premium Audit**

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

**6. Representations**

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

**7. Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

**8. Transfer Of Rights Of Recovery Against Others To Us**

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

**9. When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

POLICY NUMBER: AS2-Z91-460065-020

COMMERCIAL AUTO  
CA 20 48 10 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****DESIGNATED INSURED FOR  
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** Adopt A Highway Maintenance Corp. A Highway Maintenance Corp. of New York**Endorsement Effective Date:** 10/1/2020**SCHEDULE****Name Of Person(s) Or Organization(s):** Nassau County Department of Public Works  
Attn: Daniel Davis, PE  
1194 Prospect Ave.  
Westbury NY 11590

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

Edgewood Partners Insurance Center (EPIC)  
19000 MacArthur Blvd. PH Floor  
Irvine, CA 92612

# MAIL DOCUMENT

Certificate of Insurance Delivery by **ecertsonline™**

Nassau County Department of Public Works  
Attn: Daniel Davis, PE  
1194 Prospect Ave.  
Westbury NY 11590

Sender: Tina Coleman

Phone: 949-263-0606

Subject: Cert No. 57769431 - Certificate of Liability; Adopt  
A Highway Maintenance Corp. - Renewal  
certificate

Date: 9/25/2020

No. of Pages: 11

URL: [www.edgewoodins.com](http://www.edgewoodins.com)

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/25/2020

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<b>PRODUCER</b> Edgewood Partners Insurance Center (EPIC) 19000 MacArthur Blvd. PH Floor Irvine, CA 92612  www.edgewoodins.com	<b>CONTACT</b> NAME: Tina Coleman PHONE (A/C, No. Ext): 949-417-9164 E-MAIL ADDRESS: tina.coleman@epicbrokers.com FAX (A/C, No): 949-809-2364														
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INSURER B: Liberty Insurance Corporation	42404														
INSURER C: Ohio Secuirty Insurance Company	24082														
INSURER D: Employers Insurance Company of Wausau	21458														
INSURER E:															
INSURER F:															

**COVERAGES****CERTIFICATE NUMBER:** 57769431**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
D	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$5,000 BI/PD Deductible GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	TBC-Z91-460065-030	10/1/2020	10/1/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>		AS2-Z91-460065-020	10/1/2020	10/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$10,000			TH7-Z91-460065-040	10/1/2020	10/1/2021	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y <input type="checkbox"/> N/A	<input checked="" type="checkbox"/>	WCC-Z91-460065-010	10/1/2020	10/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Business Personal Property Special Form/Replacement Cost			BFS(21)56300891	10/1/2020	10/1/2021	\$337,652 Limit \$2,500 Deductible

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

Certificate holder named additional insured as respects general liability but only if required by signed written contract with named insured prior to an occurrence & per end.# CG2010 0413 & CG2037 0413. Gen. Liab. waiver of subrogation per end.#CG2404 0509. Gen. Liab.per project aggregate per end.#LC2519 0115. Primary/Non-Contributory included per end.#CG0001 0413; Auto add'l insured per end.#CA2048 1013. Work Comp Waivers of Subrogation included per attached endorsement.

**CERTIFICATE HOLDER**

Nassau County Department of Public Works  
Attn: Daniel Davis, PE  
1194 Prospect Ave.  
Westbury NY 11590

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

Susan J. Sampson

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ACORD 25 (2016/03)

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location(s) Of Covered Operations</b>
<b>As required by a written contract</b>	<b>AS required by a written contract</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;  
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT -  
CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 0.0% of the California workers' compensation premium otherwise due on such remuneration.

**Schedule**

<u>Person or Organization</u>	<u>Job Description</u>
Where required by contract or written agreement prior to loss and allowed by law.	

Issued by   Employers Insurance Company of Wausau 15555

For attachment to Policy No. WCC-Z91-460065-010   Effective Date 10/1/2020   Premium \$

Issued to Adopt A Highway Maintenance Corp.

WC 04 03 06  
ED: 04/1984

Page 1 of 1

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**Schedule**

Any person or organization to whom you become obligated to waive your rights of recovery against, under any contract or agreement you enter into prior to the occurrence of loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 10/1/2020

Policy No.: WCC-Z91-460065-010 Endorsement No.:

Insured: Adopt A Highway Maintenance Corp.

Premium:

Insurance Company: Employers Insurance Company of Wausau Signed by: \_\_\_\_\_



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### **SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location And Description Of Completed Operations</b>
<b>As required by a written contract</b>	<b>As required by a written contract</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: TBC-Z91-460065-030

COMMERCIAL GENERAL LIABILITY  
CG 24 04 05 09

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

Name Of Person Or Organization:

WHERE REQUIRED BY WRITTEN CONTRACT.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

**2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

**3. Legal Action Against Us**

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

**4. Other Insurance**

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

**a. Primary Insurance**

This insurance is primary except when Paragraph b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph c. below.

**b. Excess Insurance**

(1) This insurance is excess over:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
  - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
  - (ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
  - (iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
  - (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I - Coverage A - Bodily Injury And Property Damage Liability.

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- (b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.
- (2) When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.
- (3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
  - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
  - (b) The total of all deductible and self-insured amounts under all that other insurance.
- (4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**5. Premium Audit**

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

**6. Representations**

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

**7. Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

**8. Transfer Of Rights Of Recovery Against Others To Us**

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

**9. When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

POLICY NUMBER: AS2-Z91-460065-020

COMMERCIAL AUTO  
CA 20 48 10 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****DESIGNATED INSURED FOR  
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** Adopt A Highway Maintenance Corp. A Highway Maintenance Corp. of New York**Endorsement Effective Date:** 10/1/2020**SCHEDULE****Name Of Person(s) Or Organization(s):** Nassau County Department of Public Works  
Attn: Daniel Davis, PE  
1194 Prospect Ave.  
Westbury NY 11590

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS  
OFFICE OF THE COMPTROLLER

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)**

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

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

Name and Title of Authorized Representative

m/d/yy

Joshua Gensicke

01 / 04 / 2021

Signature

Date

*Josh Gensicke*

01 / 04 / 2021

Name of Organization

Adopt A Highway Maintenance Corporation of New York

Address of Organization

101 Avenue of the Americas, 8th & 9th Floor, New York, NY 10013

U.S. GOVERNMENT PRINTING OFFICE: 1989-0-406111-1 OJP FORM 4061/1 (REV. 2/89) Previous editions are obsolete

### Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



# Signature Certificate

Document Ref.: D2WMV-YHWWC-SYQWK-AGBTD

Document signed by:

	<p><b>Josh Gensicke</b> Verified E-mail: josh@adoptahighway.com</p>	 
<p>IP: 172.88.226.166      Date: 05 Jan 2021 00:18:29 UTC</p>		

Document completed by all parties on:  
05 Jan 2021 00:18:29 UTC

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**NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS**

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

**Part 1- General Information:**

Consultant/Contractor Name:	Adopt A Highway Maintenance Corporation of New York
Address (street/city/state/zip code):	101 Avenue of the Americas, 8th & 9th Floor, New York, NY 10013
Authorized Representative (name/title):	Joshua Gensicke, Vice President
Authorized Signature:	<i>Josh Gensicke</i>
Contract Number:	PW-2020-02
Contract/Project Name:	Nassau County Sponsor A Highway Program
Contract/Project Description:	AHMCNY will promote, administer, and maintain the Nassau County Sponsor-A-Highway Program. The Program will offer a way for civic-minded companies to financially sponsor litter removal maintenance on County roadways, at no cost to the County.

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

	Amount (\$)		Percentage (%)
Total Dollar Value of the Prime Contract	\$0.01		
Total MBE Dollar Amount	\$0.00	MBE Contract Percentage	0%
Total WBE Dollar Amount	\$0.00	WBE Contract Percentage	0%
Total Combined M/WBE Dollar Amount	\$0.00	Combined M/WBE Contract Percentage	0%

**Part 3- MBE Information (use additional blank sheets as necessary):**

MBE Firm	Description of Work (MBE)	Projected MBE Contract Amount(\$) and Award Date	MBE Contract Scheduled Start Date and Completion Date
Name: Address: City: N/A State/Zip Code: Authorized Representative: Telephone No.	N/A	Amount (\$): <hr/> Award Date: <hr/>	Start Date: <hr/> Completion Date: <hr/>
Name: Address: City: N/A State/Zip Code: Authorized Representative: Telephone No.	N/A	Amount (\$): <hr/> Award Date: <hr/>	Start Date: <hr/> Completion Date: <hr/>
Name: Address: City: State/Zip Code: N/A Authorized Representative: Telephone No.	N/A	Amount (\$): <hr/> Award Date: <hr/>	Start Date: <hr/> Completion Date: <hr/>

**Part 4- WBE Information (use additional blank sheets as necessary):**

WBE Firm	Description of Work (WBE)	Projected WBE Contract Amount(\$) and Award Date	WBE Contract Scheduled Start Date and Completion Date
Name:		Amount (\$):	Start Date:
Address:			
City:			
State/Zip Code: N/A	N/A	Award Date:	Completion Date:
Authorized Representative:			
Telephone No.			
Name:		Amount (\$):	Start Date:
Address:			
City:			
State/Zip Code: N/A	N/A	Award Date:	Completion Date:
Authorized Representative:			
Telephone No.			
Name:		Amount (\$):	Start Date:
Address:			
City:			
State/Zip Code: N/A	N/A	Award Date:	Completion Date:
Authorized Representative:			
Telephone No.			



# Signature Certificate

Document Ref.: GZGWB-PU2CC-AUXYY-QJTLA

Document signed by:

	<p><b>Josh Gensicke</b> Verified E-mail: josh@adoptahighway.com</p>	 
<p>IP: 172.88.226.166      Date: 05 Jan 2021 00:18:50 UTC</p>		

Document completed by all parties on:  
05 Jan 2021 00:18:50 UTC

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