



Certified:

E-49-21

NIFS ID:CQTR21000001

Department: Treasurer

Filed with
Clerk of Nassau County Legislature
April 2, 2021 9:16AM

Capital:

SERVICE: ACCOUNTING SERVICES FOR SEWER AUTHORITY

Contract ID #:CQTR21000001

NIFS Entry Date: 04-MAR-21

Term: from 01-MAR-21 to 31-DEC-25

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

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

Vendor Info:	
Name: PKF OCONNOR DAVIES LLP	Vendor ID#: 271728945
Address: 25 SUFFOLK COURT HAUPPAUGE, NY 11788	Contact Person: BRIAN PETERSON
	Phone: 631-434-9500

Department:
Contact Name: BEAUMONT JEFFERSON
Address: 1 WEST STREET MINEOLA, NY 11501
Phone: 516-571-5031

Routing Slip

Department	NIFS Entry: X	04-MAR-21 -- LENELLA
Department	NIFS Approval: X	11-MAR-21 -- RFERNANDO
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	11-MAR-21 -- CNOLAN
OMB	NIFS Approval: X	11-MAR-21 -- JNOGID
County Atty.	Insurance Verification: X	12-MAR-21 -- AAMATO
County Atty.	Approval to Form: X	11-MAR-21 -- DGREGWARE
CPO	Approval: X	29-MAR-21 -- KOHAGEN

DCEC	Approval: X	29-MAR-21 -- JCHIARA
Dep. CE	Approval: X	01-APR-21 -- MSANTERAMO
Leg. Affairs	Approval/Review: X	01-APR-21 -- JSCHANTZ
Legislature	Approval:	
Comptroller	Deputy:	
NIFA	NIFA Approval:	

Contract Summary

Purpose: This is a contract for PKF O'Connor LLP to provide accounting and financial statement preparation for the Nassau County Sewer and Storm Water Finance Authority.
Method of Procurement: Streamlined RFP
<p>Procurement History: Original RFP was issued December 2020. The first RFP was sent to four accounting firms that we deemed would be interested in providing services for Nassau County Sewer Authority. Of those four, one declined and three did not respond. We submitted a second RFP dated January 2021, and chose another four accounting firms that we felt would have an interest in working with the County. We received two replies stating they are not interested. One did not respond at all. PKF O'Connor Davies responded to the RFP.</p> <p>The award was given to PKF O'Connor Davies on the basis of ability and expertise to perform the job necessary.</p>
Description of General Provisions: PKF will undertake accounting and financial statement preparation services for Nassau County.
Impact on Funding / Price Analysis: Maximum amount of \$120,000. Initial encumbrance of \$23,000 for 2021
Change in Contract from Prior Procurement: N/A
Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	TRGEN	Revenue		01	TRGEN1100	\$ 23,000.00
Control:	1100	Contract:				\$ 0.00
Resp:	DE	County	\$ 23,000.00			\$ 0.00
Object:	500	Federal	\$ 0.00			\$ 0.00
Transaction:		State	\$ 0.00			\$ 0.00
Project #:		Capital	\$ 0.00			\$ 0.00
Detail:		Other	\$ 0.00			\$ 0.00
RENEWAL		TOTAL	\$ 23,000.00		TOTAL	\$ 23,000.00
% Increase						
% Decrease						

RULES RESOLUTION NO. – 2021

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN
THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE COUNTY
TREASURER’S OFFICE, AND PKF O’CONNOR DAVIES, LLP

WHEREAS, the County has negotiated a personal services agreement
with PKF O’Connor Davies, LLP in relation to providing accounting and
financial statements preparation services, a copy of which is on file with the
Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County
Legislature authorizes the County Executive to execute the said agreement
with PKF O’Connor Davies, LLP.



Nassau County Interim Finance Authority

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

1. Vendor: PKF O'CONNOR DAVIES LLP

2. Dollar amount requiring NIFA approval: \$120000

Amount to be encumbered: \$23000

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: 03/01/2021 to 12/31/2025

Has work or services on this contract commenced? N _____

If yes, please explain:

4. Funding Source:

X General Fund (GEN)

Capital Improvement Fund (CAP)

Other

Grant Fund (GRT)

Federal % 0

State % 0

County % 100

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

Y

If not, will it require a future borrowing?

N

Has the County Legislature approved the borrowing?

N/A

Has NIFA approved the borrowing for this contract?

N/A

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

THIS IS A CONTRACT FOR PKF O'CONNOR DAVIES LLP TO PROVIDE ACCOUNTING AND FINANCIAL STATEMENT PREPARATION FOR THE PERIOD OF MARCH 1, 2021 UNTIL DECEMBER 31, 2025.

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.

CNOLAN

11-MAR-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: PKF O'Connor Davies LLP
CONTRACTOR ADDRESS: 25 Suffolk Court Hauppauge NY 11788
FEDERAL TAX ID #: 27-1728945

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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


Department Head Signature

3/4/2001
Date

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



COUNTY OF NASSAU
OFFICE OF THE COUNTY TREASURER
1 WEST STREET
MINEOLA, NEW YORK 11501

March 4, 2021

MEMO FOR APPROVAL FORM FOR PERSONAL PROFESSIONAL CONTRACTS

FROM: BEAUMONT JEFFERSON
COUNTY TREASURER

A handwritten signature in dark ink, appearing to read "Beaumont Jefferson", is written over the printed name of the County Treasurer.

In December of 2020, (TR1216-2045) two RFPs – Request For Proposals were created. The first RFP was sent to four accounting firms that we deemed would be interested in providing services for Nassau County Sewer Authority.

Of those four, one declined and three did not respond.

We again submitted a second RFP (TR0127-2108) dated January 2021, and again chose another four accounting firms that we felt would have an interest in working with the County.

We received two replies stating they are not interested. One did not respond at all. The fourth response was from PKF O'Connor Davies.

The award was given to PKF O'Connor Davies on the basis of ability and expertise to perform the job necessary.

CONTRACT FOR SERVICES

THIS AGREEMENT (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date that this Agreement is executed by Nassau County (the "Effective Date"), is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the County Treasurer's Office, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) PKF O'Connor Davies, LLP, a limited liability partnership of certified public accountants, having its principal office at 665 Fifth Avenue, New York, NY 10022 (the "Contractor").

WITNESSETH:

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

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

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

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

1. Term. This Agreement shall commence on March 1, 2021 and terminate on December 31, 2025, unless sooner terminated in accordance with the provisions of this Agreement.

2. Services. The services to be provided by the Contractor to the County under this Agreement shall consist of accounting and financial statements preparation services ("Services"). The County is responsible to provide such Services to the Nassau County Sewer and Storm Water Finance Authority (the "Authority") and the Contractor will assist the County in providing the Services. The Services shall include, but are not limited to:

- Reviewing all documentation pertaining to the preparation of the Authority's financial statements for each of the periods ending December 31, 2020, December 31, 2021, December 31, 2022, December 31, 2023, and December 31, 2024.
- Preparing draft and final Authority financial statements in accordance with U.S. Generally Accepted Accounting Principles as applied to governments ("GAAP"), including Management's Discussion and Analysis and Notes to Financial Statements for each of the periods ending December 31, 2020, December 31, 2021, December 31, 2022, December 31, 2023, and December 31, 2024.
- Meeting with and providing assistance to the Authority's independent auditors, County representatives and the Authority's board regarding the details of all reporting and related matters.
- Assisting in the preparation (and filing with the Public Authorities Reporting Information System) of each of the Authority's 2022, 2023, 2024, 2025, and 2026 budgets.
- Assisting in the preparation and filing of the financial statements and related materials with the Public Authorities Reporting Information System, including each annual report.

3. Payment. (a) Amount of Consideration. The amount to be paid to the Contractor as full

consideration for the Contractor's Services under this Agreement shall not exceed the following amounts, such amounts subject to encumbrance as appropriate for each calendar year, and payable according to the following hourly rates:

Amounts

2021 calendar year - For Services related to (i) the Authority's financial statements for the period ending December 31, 2020 and (ii) the Authority's 2022 budget, payment shall not exceed twenty-three thousand dollars (\$23,000)

2022 calendar year - For Services related to (i) the Authority's financial statements for the period ending December 31, 2021 and (ii) the Authority's 2023 budget, payment shall not exceed twenty-three thousand five hundred dollars (\$23,500)

2023 calendar year - For Services related to (i) the Authority's financial statements for the period ending December 31, 2022 and (ii) the Authority's 2024 budget, payment shall not exceed twenty-four thousand dollars (\$24,000)

2024 calendar year - For Services related to (i) the Authority's financial statements for the period ending December 31, 2023 and (ii) the Authority's 2025 budget, payment shall not exceed twenty-four thousand five hundred dollars (\$24,500)

2025 calendar year - For Services related to (i) the Authority's financial statements for the period ending December 31, 2024 and (ii) the Authority's 2026 budget, payment shall not exceed twenty-five thousand dollars (\$25,000)

Hourly Rates

classification	2021 hourly rate	2022 hourly rate	2023 hourly rate	2024 hourly rate	2025 hourly rate
Partner	\$340	\$345	\$350	\$355	\$360
Manager	\$270	\$275	\$280	\$285	\$290
Senior Staff	\$175	\$178	\$180	\$183	\$186
Staff	\$130	\$132	\$134	\$136	\$138
Clerical	\$100	\$102	\$104	\$106	\$108
Intern	\$60	\$61	\$62	\$63	\$64

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

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

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

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

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

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

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

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

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

as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

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

(d) Protection of Confidential Information. The parties further acknowledge that in the course of this Agreement each may have access to and/or be in possession of proprietary or confidential information of the other party. "Confidential Information" shall mean information regarded by the disclosing party as confidential; provided that, information deemed confidential by the disclosing party shall be clearly marked "Confidential", "Restricted" or with another similar legend. Each party agrees to use the Confidential Information of the other party solely for the purposes of this Agreement, and will not disclose such Confidential Information to any third party without the other party's consent. Each party shall maintain the Confidential Information of the other party in confidence using at least the same degree of care as it employs in maintaining in confidence its own proprietary and confidential information, but in no event less than a reasonable degree of care; provided that, if the receiving party shall have met the foregoing standard of care, an inadvertent or accidental disclosure by the receiving party of Confidential Information of the disclosing party shall not constitute a breach hereof.

The foregoing shall not prohibit or limit any party's use of information (including but not limited to ideas, concepts, know-how, techniques and methodologies) (i) previously known to it, (ii) independently developed by it, (iii) acquired by it from a third party without continuing restriction on use, or (iv) which is, or becomes, publicly available through no breach by it of this Agreement. Neither party shall use the Confidential Information of the other party for its own benefit or for the benefit of any third party, except as expressly permitted in this Agreement. A receiving party also may disclose Confidential Information to the extent required by an order of a court of competent jurisdiction, administrative agency or governmental body, or by any Law, rule or regulation, including FOIL, or by court ordered subpoena, summons or other administrative or legal process, or by applicable regulatory or professional standards, or in connection with any judicial or other proceeding involving Contractor and County relating to Contractor's Services for County or this Agreement.

(e) Protection of Information Obtained in the Course of Performance. Information obtained by the Contractor in the course of performance under this Agreement is the property of the Department and may be disclosed only with the express permission of the Department or as required by Law.

(f) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other

County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

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

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

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

(i) Response to Legal Process. The County agrees to reimburse the Contractor for any reasonable and customary expenses, including for Contractor's time at the rates specified in this Agreement, out of pocket expenses, and attorneys' fees, incurred in complying with or responding to any request (by subpoena or otherwise) for testimony, documents, or other information concerning the County in relation to this Agreement by any governmental agency, investigative body, or a party in any litigation or dispute. This provision shall not apply to: (i) litigation or disputes involving claims by one party to this Agreement against the other party to this Agreement; or (ii) where the Contractor is named as a party in the applicable proceeding. The Contractor shall seek prior written approval from the Department prior to incurring such reimbursable expenses. The provisions of this subsection shall survive the termination of this Agreement.

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

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

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

(b) The County shall indemnify and hold harmless the Contractor and Contractor Agents from and against any and all Losses directly arising out of the intentional, knowing, or reckless representation of materially inaccurate or incomplete information by the County, the Department, or by any director, officer or employee thereof in connection with this Agreement for which the Contractor or a Contractor Agent did not know or reasonably should not have known the inaccuracy or incompleteness of such information, and further, for which the Loss is not by a failure of the Contractor or a Contractor Agent to comply with the minimum service standards described in Section 7 above.

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

(d) Each party shall, and shall cause their respective officers, employees, directors, servants, agents, and/or independent contractors to, cooperate in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the indemnifying party and/or its employees, directors, servants, agents, and/or independent contractors in connection with this Agreement.

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

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars

(\$1,000,000) per claim and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than three million dollars (\$3,000,000) per claim, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

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

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

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

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

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

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

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

12. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with GAAP and, if the Contractor is a non-profit entity, must comply with the applicable provisions of the Code of Federal Regulations, 2 C.F.R. Part 200, as may be amended. Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of Services hereunder and/or the payment therefor, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

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

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

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

14. Work Performance Liability. The Contractor is and shall remain primarily liable for the

successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

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

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

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

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

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

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

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

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

20. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of five hundred thirty-three dollars (\$533) for the processing of this Agreement pursuant to Ordinance 74-1979, as amended by Ordinances 201-2001, 128-2006, and 153-2018. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

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

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

PKF O'CONNOR DAVIES, LLP

By: Brian Petersen
Name: Brian Petersen
Title: Partner
Date: 3/4/2021

NASSAU COUNTY

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

PLEASE EXECUTE IN BLUE INK

[

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

On the 4TH day of MARCH in the year 2021 before me personally came Brian Petersen to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the PARTNER of PKF O'CONNOR DAVIES LLP, the ~~corporation~~ described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

"Contractor"

NOTARY PUBLIC

JOHN SHILLINGSFORD
NOTARY PUBLIC, State of New York
No. 01SH6345334
Qualified in Suffolk County
Commission Expires July 25, 2024

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

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

Appendix EE

Equal Employment Opportunities for Minorities and Women

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrator's award and recommendations, shall file a determination

of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

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

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

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

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

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

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

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

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

Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

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

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

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

- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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

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

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

Appendix L

Certificate of Compliance

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

1. The chief executive officer of the Contractor is:

Kevin Keane _____ (Name)
500 Mamaroneck Avenue, Harrison, NY 10528 _____ (Address)
914-381-8900 _____ (Telephone Number)

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

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

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

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

February 24, 2021

Dated _____

Kevin J. Keane

Signature of Chief Executive Officer

Kevin Keane

Name of Chief Executive Officer

Sworn to before me this

24th day of February, 2021.

Irene Howell
Notary Public

IRENE E. HOWELL
Notary Public, State of New York
No. 4871174
Qualified in Suffolk County
Commission Expires Sept. 8, 2022



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:
Irene Howell [IHOWELL@PKFOD.COM]

Dated: 03/17/2021 02:26:51 PM

Vendor: PKF O'Connor Davies, LLP

Title: Office Manager

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Anthony Capellupo
Date of birth: 07/17/1968
Home address: 3268 Lawrence Avenue
City: Oceanside State/Province/Territory: NY Zip/Postal Code: 11572
Country: US

Business Address: 500 Mamaroneck Avenue
City: Harrison State/Province/Territory: NY Zip/Postal Code: 10528
Country: US
Telephone: 914-381-8910

Other present address(es):
City: Hauppauge 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	<u>01/01/2016</u>	Partner	_____
Vice President	_____		
(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.

By Order dated October 31, 2016, the firm and a now former partner of the firm were sanctioned by the U.S. Securities & Exchange Commission ("SEC") in regard to an administrative proceeding by the SEC relating to the firm's audits of the financial statements of the Town of Ramapo, NY and the Ramapo Local Development Corporation for the years ended December 31, 2009 through December 31, 2014. The firm was censured, assessed a civil monetary penalty, required to disgorge fees and make certain undertakings, all of which have been completed. The former partner was denied the privilege of practicing before the SEC and assessed a civil monetary penalty. In related disciplinary proceedings by the NYS Education Department Office of Professional Discipline, the former partner applied in August 2018 to surrender his license to practice as a certified public accountant in New York, which application was granted; and in June 2018 the firm was assessed a fine of \$10,000."

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

CERTIFICATION

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

PKF O'Connor Davies, LLP
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Anthony Capellupo [ACAPELLUPO@PKFOD.COM]

Chief Financial Officer
Title

03/04/2021 09:20:57 AM
Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Kevin Keane
Date of birth: 05/06/1956
Home address: 12 Rolling Ridge Road
City: White Plains State/Province/Territory: NY Zip/Postal Code: 10605
Country: US
- Business Address: 500 Mamaroneck Avenue
City: Harrison State/Province/Territory: NY Zip/Postal Code: 10528
Country: US
Telephone: 914-381-8910
- Other present address(es):
City: Hauppauge 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	<u>01/01/2000</u>
Vice President	_____		
(Other)	_____		

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

YES ☒ NO ☐ If Yes, provide details.

PKF O'Connor Davies LLP - 5.5%

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.

Century Advisory Group, LLC - 50%

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.

By Order dated October 31, 2016, the firm and a now former partner of the firm were sanctioned by the U.S. Securities & Exchange Commission ("SEC") in regard to an administrative proceeding by the SEC relating to the firm's audits of the financial statements of the Town of Ramapo, NY and the Ramapo Local Development Corporation for the years ended December 31, 2009 through December 31, 2014. The firm was censured, assessed a civil monetary penalty, required to disgorge fees and make certain undertakings, all of which have been completed. The former partner was denied the privilege of practicing before the SEC and assessed a civil monetary penalty. In related disciplinary proceedings by the NYS Education Department Office of Professional Discipline, the former partner applied in August 2018 to surrender his license to practice as a certified public accountant in New York, which application was granted; and in June 2018 the firm was assessed a fine of \$10,000."

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

CERTIFICATION

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PKF O'Connor Davies, LLP

Name of submitting business

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

Kevin Keane [KKEANE@PKFOD.COM]

Managing Partner

Title

03/18/2021 10:23:43 AM

Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Henry Freire
Date of birth: 10/30/1958
Home address: 21 Peabody Road
City: Cold Spring Harbor State/Province/Territory: NY Zip/Postal Code: 11724
Country: US

Business Address: 665 Fifth Avenue
City: New York State/Province/Territory: NY Zip/Postal Code: 10022
Country: US
Telephone: 212-286-2600

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	<u>01/01/1992</u>
Vice President	_____		
(Other)	_____		

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

YES ☒ NO ☐ If Yes, provide details.

PKF O'Connor Davies - 2.4%

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.

By Order dated October 31, 2016, the firm and a now former partner of the firm were sanctioned by the U.S. Securities & Exchange Commission ("SEC") in regard to an administrative proceeding by the SEC relating to the firm's audits of the financial statements of the Town of Ramapo, NY and the Ramapo Local Development Corporation for the years ended December 31, 2009 through December 31, 2014. The firm was censured, assessed a civil monetary penalty, required to disgorge fees and make certain undertakings, all of which have been completed. The former partner was denied the privilege of practicing before the SEC and assessed a civil monetary penalty. In related disciplinary proceedings by the NYS Education Department Office of Professional Discipline, the former partner applied in August 2018 to surrender his license to practice as a certified public accountant in New York, which application was granted; and in June 2018 the firm was assessed a fine of \$10,000."

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

CERTIFICATION

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PKF O'Connor Davies, LLP
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Henry Freire [HFREIRE@PKFOD.COM]

Partner
Title

03/04/2021 09:03:48 AM
Date

Business History Form

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

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

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

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

Date: 02/01/2021

1) Proposer's Legal Name: PKF O'Connor Davies, LLP

2) Address of Place of Business: 25 Suffolk Court

City: Hauppauge State/Province/Territory: NY Zip/Postal Code: 11788

Country: US

Address: 2 Bethesda Metro Center, Suite 420
City: Bethesda State/Province/Territory: MD Zip/Postal Code: 20814
Country: US
Start Date: _____ End Date: _____

Address: 220 Commerce Drive, Suite 301
City: Cranford, State/Province/Territory: NJ Zip/Postal Code: 07016
Country: US
Start Date: _____ End Date: _____

Address: 500 Mamaroneck Avenue
City: Harrison State/Province/Territory: NY Zip/Postal Code: 10528
Country: US
Start Date: _____ End Date: _____

Address: 293 Eisenhower Parkway, Suite 170
City: Livingston State/Province/Territory: NJ Zip/Postal Code: 07039
Country: US
Start Date: _____ End Date: _____

Address: 11 Balmville Road
City: Newburgh State/Province/Territory: NY Zip/Postal Code: 12550
Country: US
Start Date: _____ End Date: _____

Address: 32 Fostertown Road
City: Newburgh State/Province/Territory: NY Zip/Postal Code: 12550
Country: US

Start Date: _____ End Date: _____

Address: 665 Fifth Avenue
City: New York State/Province/Territory: NY Zip/Postal Code: 10022
Country: US
Start Date: _____ End Date: _____

Address: 3801 PGA Blvd, Suite 600
City: Palm Beach Gardens State/Province/Territory: FL Zip/Postal Code: 33410
Country: US
Start Date: _____ End Date: _____

Address: 40 Westminster Street, Suite 600
City: Providence State/Province/Territory: RI Zip/Postal Code: 02903
Country: US
Start Date: _____ End Date: _____

Address: Four Corporate Drive, Suite 488
City: Shelton State/Province/Territory: CT Zip/Postal Code: 06484
Country: US
Start Date: _____ End Date: _____

Address: 3001 Summer Street, 5th Floor, East
City: Stamford State/Province/Territory: CT Zip/Postal Code: 06905
Country: US
Start Date: _____ End Date: _____

Address: 100 Great Meadow Row
City: Wethersfield State/Province/Territory: CT Zip/Postal Code: 06109
Country: US
Start Date: _____ End Date: _____

Address: 300 Tice Boulevard, Suite 315
City: Woodcliff Lake State/Province/Territory: NJ Zip/Postal Code: 07677
Country: US
Start Date: _____ End Date: _____

3) Mailing Address (if different): _____

City: _____ State/Province/Territory: _____ Zip/Postal Code: _____

Country: _____

Phone: (631) 434-9500

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

- 4) Dun and Bradstreet number: 062518634
- 5) Federal I.D. Number: 27-1728945
- 6) The proposer is a: Partnership (Describe) _____
- 7) Does this business share office space, staff, or equipment expenses with any other business?
YES ☒ NO ☐ If yes, please provide details:
The business shares office space with AVZ Wealth Management LLC
- 8) Does this business control one or more other businesses?
YES ☒ NO ☐ If yes, please provide details:

1 File(s) Uploaded: Affiliates and Ownership.docx
- 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.

By Order dated October 31, 2016, the firm and a now former partner of the firm were sanctioned by the U.S. Securities & Exchange Commission ("SEC") in regard to an administrative proceeding by the SEC relating to the firm's audits of the financial statements of the Town of Ramapo, NY and the Ramapo Local Development Corporation for the years ended December 31, 2009 through December 31, 2014. The firm was censured, assessed a civil monetary penalty, required to disgorge fees and make certain undertakings, all of which have been completed. The former partner was denied the privilege of practicing before the SEC and assessed a civil monetary penalty. In related disciplinary proceedings by the NYS Education Department Office of Professional Discipline, the former partner applied in August 2018 to surrender his license to practice as a certified public accountant in New York, which application was granted; and in June 2018 the firm was assessed a fine of \$10,000."

- 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.

Please see answer to question 13 above. The SEC found that the Firm and a former partner had committed violations of federal securities laws.

- 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.

All employees must fill out Annual Independence Confirmations

- 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;

09/15/2009

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

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

1 File(s) Uploaded: Equity Ptrs with addresses.pdf

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

Kevin Keane, COO

Henry Freire, CEO

Anthony Capellupo, CFO

No officers and directors from this company have been attached.

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

900

vi) Annual revenue of firm;

200000015

vii) Summary of relevant accomplishments

1 File(s) Uploaded: Firm Accomplishments.pdf

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

1 File(s) Uploaded: PKFOD Certificate of Inc.pdf

B. Indicate number of years in business.

129

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

2 File(s) Uploaded: Firm Overview - Q1 2021 .pdf, Firm Overview - Q1 2021 .pdf

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

Company Suffolk Tobacco Asset Settlement Corporation

Contact Person Colleen Capece, Special Projects Coordinator

Address 100 Veterans Memorial Highway

City Hauppauge

State/Province/Territory NY

Country US

Telephone (631) 853-5924

Fax # (631) 853-5716

E-Mail Address colleen.capece@suffolkcountyny.gov

Company Suffolk County Landbank Corporation

Contact Person Sarah Lansdale, Executive Director/President

Address 100 Veterans Memorial Highway, 2nd Floor

City Hauppauge State/Province/Territory NY

Country US

Telephone (631) 853-5190

Fax # (631) 853-4767

E-Mail Address sarah.lansdale@suffolkchapterny.gov

Company Suffolk County Economic Development Corporation

Contact Person Lisa Broughton, Deputy Executive Director/CFO

Address H. Lee Dennison Bldg., 100 Veterans Memorial Highway, 11th Floor

City Hauppauge State/Province/Territory NY

Country US

Telephone (631) 853-4805

Fax # (631) 853-4767

E-Mail Address lisa.broughton@suffolkcountyny.gov

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

CERTIFICATION

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

Name of submitting business: PKF O'Connor Davies, LLP

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

Irene Howell [IHOWELL@PKFOD.COM]

Office Manager

Title

03/17/2021 02:26:06 PM

Date

PKF O'Connor Davies, LLP

500 Mamaroneck Avenue

Harrison, NY 10528

Firm Number: 069980

Kevin J. Keane, CPA, Managing Partner

PKF O'Connor Davies, LLP is a limited liability partnership directly owned by 68 equity partners none of which own more than 10% interest.

68 Equity Partners

Equity Partner Name	Address of Record	State of Licensure	CPA Lic. No.
Balla, Keith	20 Commerce Drive Cranford, NJ 07016	New York New Jersey	NY-050478 NJ-20CC01313000
Barossi, Susan M.	500 Mamaroneck Avenue Harrison, NY 10528	New York	NY-064620
Bednarz, Mark D.	300 Tice Boulevard Woodcliff Lake, NJ 07677	New Jersey	NJ-20CC027145300
Blaney, Thomas F.	665 Fifth Avenue New York, NY 10022	New York Pennsylvania Florida	NY-048540 PA-CA052244 FL-AC41027
Blasnik, Bruce L.	3001 Summer Street Stamford, CT 06905	New York Connecticut	NY-058509 CT-CPAL.0004522
Bodan, Joseph R.	500 Mamaroneck Avenue Harrison, NY 10528	New York	NY-049935
Brady, Edmond P.	293 Eisenhower Parkway Livingston, NJ 07039	New York New Jersey Massachusetts	NY-052126 NJ-20CC00965500 MA - 23057
Bull, Jennifer S.	Four Corporate Drive Shelton, CT 06484	Connecticut	CT-CPAL.0009668
Buscaglia, Ann P.	500 Mamaroneck Avenue Harrison, NY 10528	New York	NY -- 065302
Cella, Clare E.	665 Fifth Avenue New York, NY 10022	New York	NY-071173
Centofanti, Joseph	100 Great Meadow Road Wethersfield, CT 06109	Connecticut Massachusetts	CT-CPAL.0006656 MA - 23617
Ciardullo, Patricia B.	300 Tice Boulevard Woodcliff Lake, NJ 07677	New York New Jersey	NY-081121 NJ-20CC03513700
Cordero, Robert J.	500 Mamaroneck Avenue Harrison, NY 10528	New York	NY-090567

Equity Partner Name	Address of Record	State of Licensure	CPA Lic. No.
Daniele, Robert A.	500 Mamaroneck Avenue Harrison, NY 10528	New York Connecticut	NY -123107 CT-CPAL.0010689
Desmond Timothy J.	300 Tice Boulevard Woodcliff Lake, NJ 07677	New York New Jersey	NY-103554 NJ-20CC02093800
Doren, Joseph R. Jr.	20 Commerce Drive Cranford, NJ 07016	New Jersey	NJ-20CC01315000
Eller, Steven J.	300 Tice Boulevard Woodcliff Lake, NJ 07677	New Jersey New York	NJ-20CC01788600 NY - 072857
Flynn, Brian M.	300 Tice Boulevard Woodcliff Lake, NJ 07677	New York New Jersey	NY-106861 NJ-20CC01230700
Freire, Henry A.	665 Fifth Avenue New York, NY 10022	New York	NY-053305
Galasso, Jennifer M.	500 Mamaroneck Avenue Harrison, NY 10528	New York	NY - 088424
Ganino, Michael F.	Four Corporate Drive Shelton, CT 06484	Connecticut	CT-CPAL.0008580
Gannon, David J.	20 Commerce Drive Cranford, NJ 07016	New Jersey New York	NJ-20CC02738100 NY -100657
Goldstein, Scott Robert	300 Tice Boulevard Woodcliff Lake, NJ 07677	New York	NY - 056596
Granelli, Edward E.	3001 Summer Street Stamford, CT 06905	Connecticut	CT-CPAL.0005246
Halloran, Patrick J.	500 Mamaroneck Avenue Harrison, NY 10528	New York Massachusetts	NY-080075 MA-32036
Haslbauer, John M.	665 Fifth Avenue New York, NY 10022	New York	NY-050618
Hendlin, Eric N.	Four Corporate Drive Shelton, CT 06484	Connecticut	CT-CPAL.0004742
Higgins, Garrett M.	500 Mamaroneck Avenue Harrison, NY 10528	New York	NY-081669
Izzo, Joseph A.	665 Fifth Avenue New York, NY 10022	New York	NY-092063
Karlewicz, Donald R.	300 Tice Boulevard Woodcliff Lake, NJ 07677	New York	NY042552

Equity Partner Name	Address of Record	State of Licensure	CPA Lic. No.
Keane, Kevin J.	500 Mamaroneck Avenue Harrison, NY 10528	New York	NY-042902
Kufeld, Alan S.	665 Fifth Avenue New York, NY 10022	New York	NY – 070687
Leddy, Gemma M.	500 Mamaroneck Avenue Harrison, NY 10528	New York	NY-073426
Lee, K (Kung). Joseph	665 Fifth Avenue New York, NY 10022	New York	NY-083837
Lengua, Gabriel	665 Fifth Avenue New York, NY 10022	New York	NY-068242
Lesko, William C.	Four Corporate Drive Shelton, CT 06484	Connecticut	CT-CPAL.0007355
Machinski, Stephen J.	665 Fifth Avenue New York, NY 10022	New York New Jersey	NY – 096326 NJ-20CC03019600
Madormo, James P.	300 Tice Boulevard Woodcliff Lake, NJ 07677	New York New Jersey	NY-060192 NJ-20CC01023100
Marks, Alan Richard	32 Fostertown Road Newburgh, NY 12550	New York	NY-040463
Marks, David W.	32 Fostertown Road Newburgh, NY 12550	New York	NY-037538
Martin, Wayne L.	32 Fostertown Road Newburgh, NY 12550	New York New Jersey	NY – 0853628 NJ – 20CC02230300
Martins, Alberto C.	Four Corporate Drive Shelton, CT 06484	Connecticut	CT-CPAL.0008803
McEnerney, Francis M.	293 Eisenhower Parkway Livingston, NJ 07039	New York Massachusetts New Jersey	NY-111562 MA-31562 NJ-20CC01024300
Moore, Jonathan C.	300 Tice Boulevard Woodcliff Lake, NJ 07677	New York New Jersey Pennsylvania	NY-094268 NJ-20CC03377100 PA-CA036528
Noyes, Stephen G.	40 Westminster Street Providence, RI 02903	Rhode Island Massachusetts	RI – CPA.1050317 MA - 12817
O'Connor, Edward G., Jr.	300 Tice Boulevard Woodcliff Lake, NJ 07677	New York New Jersey	NY-056462 NJ-20CC02251300 FL-AC41465
Oling, Scott P.	500 Mamaroneck Avenue Harrison, NY 10528	New York	NY-061286

Equity Partner Name	Address of Record	State of Licensure	CPA Lic. No.
Parmegiani, Leo	665 Fifth Avenue New York, NY 10022	New York New Jersey	NY-053181 NJ-20CC03872700
Petermann, Christopher D.	665 Fifth Avenue New York, NY 10022	New York New Jersey	NY-078925 NJ-20CC01579200
Plunkett, Christopher R.	300 Tice Boulevard Woodcliff Lake, NJ 07677	New Jersey	NJ-20CC01028100
Piszko, Mark J.	665 Fifth Avenue New York, NY 10022	New York Missouri	NY-058030 MO-2015025442
Pronek, Christine G.	20 Commerce Drive Cranford, NJ 07016	New Jersey	NJ – 20CC02821400
Provini, Michael A.	665 Fifth Avenue New York, NY 10022	New Jersey	NJ-20CC02830100
Rinaldi, Marc L.	665 Fifth Avenue New York, NY 10022	New York Connecticut	NY-103231 CT-CPAL.0012978
Roche, Thomas F. III	20 Commerce Drive Cranford, NJ 07016	New Jersey Florida New York	NJ-20CC01029300 FL-AC022193 NY-125994
Russell, Joseph N.	300 Tice Boulevard Woodcliff Lake, NJ 07677	New York New Jersey	NY-102404 NJ-02174600
Russo, Dorothea A.	500 Mamaroneck Avenue Harrison, NY 10528	New York	NY-052889
Saglimbeni, Domenick C.	300 Tice Boulevard Woodcliff Lake, NJ 07677	New Jersey Pennsylvania	NJ-20CC02035300 PA-CA046839
Saliba, Ghassan George	300 Tice Boulevard Woodcliff Lake, NJ 07677	New York Connecticut	NY – 120049 CT – CPAL.0015228
Solomon, Keith A.	500 Mamaroneck Avenue Harrison, NY 10528	New York	NY - 076567
Sorrentino, Thomas	665 Fifth Avenue New York, NY 10022	New York New Jersey	NY-054515 NJ-20CC02729600
Sterczala, Paul M.	Four Corporate Drive Shelton, CT 06484	Connecticut	CT-CPAL.0003424
Tomaino, Peter B.	Four Corporate Drive Shelton, CT 06484	Connecticut	CT-CPAL.0010371
Van Bergen, Barbara H.	500 Mamaroneck Avenue Harrison, NY 10528	New York	NY-058639

Equity Partner Name	Address of Record	State of Licensure	CPA Lic. No.
Varley, Brian M.	300 Tice Boulevard Woodcliff Lake, NJ 07677	New York	NY-064852
Verrilli, Joseph A.	Four Corporate Drive Shelton, CT 06484	Connecticut	CT-CPAL.0005005
Whitehead, George	500 Mamaroneck Avenue Harrison, NY 10528	New York	NY-074466
Zuckerman, Jonathan R.	665 Fifth Avenue New York, NY 10022	New York	NY – 097113

May 2020

FIRM ACCOMPLISHMENTS

We exist to serve clients at a higher level.

130 years

DELIVERING
EXEMPLARY SERVICE
through trusted, enduring client
relationships since 1891.

900

TOP-TIER
SPECIALISTS
in Audit, Tax
and Advisory

100+

PARTNERS
Actively leading
client engagements

400+ locations

REGIONAL PRESENCE. GLOBAL REACH.
PKF O'Connor Davies is the lead North American
representative in PKF International, a global network
of legally independent accounting and advisory firms
located in more than 400 locations in 150 countries
around the world.

#27

RANKING
on *Accounting Today's*
Top 100 list

We go beyond passive value protection to active value creation.

Our clients benefit from deeper knowledge, keener insight, a potent commitment to
responsiveness and integrity along with greater agility and cost efficiency than
many of our larger counterparts can offer.

FIRM OVERVIEW

Founded in 1891, PKF O'Connor Davies has evolved from an accounting firm to a corps of high-caliber professionals that delivers to a global and growing client base a complete range of audit, tax and advisory services as well as insights and expertise at the highest level. As our business has grown, our commitment to active value creation has allowed us to connect our clients to sound business advice, key players and resources across diverse industries.

An Acknowledged Global Leader

Not only are we one of the nation's most rapidly growing accounting and advisory firms, we are also the lead North American firm in the growing PKF global network of independent accounting and advisory firms. This enables us to provide clients with preferred access to top-tier experts and firms in over 400 locations, in 150 countries around the world. It also establishes us as the primary referral point for international businesses with needs in North America, an advantage for our domestic clients seeking connections outside the U.S.

Active Partner Involvement Dedicated Engagement Teams

We have built strong relationships with our clients by being proactive, thorough and efficient. Firm partners are involved in the day-to-day management of engagements, ensuring a high degree of client service and cost effectiveness. Multi-disciplinary teams ensure solutions are customized to address specific needs and integrated for greater efficiency.

A Higher Standard: Beyond Passive Value Calculation to Active Value Creation

Our focus on value has driven our growth, propelling PKF O'Connor Davies to the Top 27 on *Accounting Today's* 2020 "Top 100 Firms" list and gaining us acclaim as one of the country's fastest-growing firms. With unmatched client focus, we unlock genuine value hidden at key connection points in every engagement within regional, national and international arenas. Through these connections, our team of specialists continually drives efficiencies, uncovers opportunities and manages risk – delivering value where others can't.

Industry Recognition

- **Ranked 27 of "2020's Top 100 Firms"**
– *Accounting Today*, 2020
- **Ranked 7 of the "Top Firms in the Mid-Atlantic"**
– *Accounting Today*, 2020
- **"America's Best Tax Firms"**
– *Forbes*, 2021
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– *NJBIZ*, 2019
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– *Private Asset Management Awards*, 2020
- **"Tax Advice Award"**
– *Family Wealth Report Awards*, 2018
- **"Best Places to Work in New Jersey"**
– *NJBIZ*, 2020
- **Ranked #2 "Best Accounting Internship"**
– *Vault*, 2021
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Agility, Responsiveness and Recognition

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Accounting and Assurance Services

- Accounting Outsourcing
- Agreed-Upon Procedures (AUPs)
- Audits, Reviews and Compilations
- Elite Accounting Services
- Employee Benefit Plans
- Endowment Fund Accounting
- International Financial Reporting Standards (IFRS)
- IT Audit & Cybersecurity Reviews
- Public Company Accounting Oversight Board (PCAOB)
- Public Sector Audits & Compliance

International Services

- China Desk
- General Data Protection Regulation (GDPR)
- German Desk
- Transfer Pricing

Investment Banking Services

- Acquisition Advisory
- Exit Readiness and Transaction Planning
- Sell-Side Advisory

Tax Compliance and Planning Services

- Employee Benefit Planning & Tax Compliance
- International Tax Services
- IRS Representation & Tax Controversies
- Personal Financial Planning
- Private Foundation Services
- State and Local Tax (SALT)
- Tax Compliance & Reporting
- Tax Research and Strategic Planning
- Tax-Exempt Organizations
- Trust and Estate Planning

Advisory Services

- Bankruptcy & Restructuring
- Cybersecurity & Privacy Advisory Services
- Dark Web Monitoring Services
- Digital Forensic Services
- Family Advisory Services
- Forensic, Litigation and Valuation Services
- Matrimonial Services
- Management Advisory Services
- Risk Advisory Services
- PPP Loan Forgiveness Services
- Specialty Industry Advisory Services
 - Business Solutions
 - Employee Benefit Plan Services
 - Healthcare Advisory Services
 - Hospitality Advisory Services
 - Medical and Dental Advisory Services
 - Public Sector Advisory Services
- Transaction & Financial Advisory Services
- Virtual Chief Information Security Officer Services
- Wealth Services

Family Office Services

- Accounting & Reporting
- Advisory
- Charitable Giving
- Family Advisory Services
- Investment Monitoring & Oversight
- Lifestyle Support
- Personal Financial Management
- Tax Planning
- Wealth Planning



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Newburgh, NY (Two Locations) | Palm Beach Gardens, FL | Providence, RI | Shelton, CT | Stamford, CT |
Wethersfield, CT | Woodcliff Lake, NJ

www.pkfod.com

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- Endowment Fund Accounting
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- IT Audit & Cybersecurity Reviews
- Public Company Accounting Oversight Board (PCAOB)
- Public Sector Audits & Compliance

International Services

- China Desk
- General Data Protection Regulation (GDPR)
- German Desk
- Transfer Pricing

Investment Banking Services

- Acquisition Advisory
- Exit Readiness and Transaction Planning
- Sell-Side Advisory

Tax Compliance and Planning Services

- Employee Benefit Planning & Tax Compliance
- International Tax Services
- IRS Representation & Tax Controversies
- Personal Financial Planning
- Private Foundation Services
- State and Local Tax (SALT)
- Tax Compliance & Reporting
- Tax Research and Strategic Planning
- Tax-Exempt Organizations
- Trust and Estate Planning

Advisory Services

- Bankruptcy & Restructuring
- Cybersecurity & Privacy Advisory Services
- Dark Web Monitoring Services
- Digital Forensic Services
- Family Advisory Services
- Forensic, Litigation and Valuation Services
- Matrimonial Services
- Management Advisory Services
- Risk Advisory Services
- PPP Loan Forgiveness Services
- Specialty Industry Advisory Services
 - Business Solutions
 - Employee Benefit Plan Services
 - Healthcare Advisory Services
 - Hospitality Advisory Services
 - Medical and Dental Advisory Services
 - Public Sector Advisory Services
- Transaction & Financial Advisory Services
- Virtual Chief Information Security Officer Services
- Wealth Services

Family Office Services

- Accounting & Reporting
- Advisory
- Charitable Giving
- Family Advisory Services
- Investment Monitoring & Oversight
- Lifestyle Support
- Personal Financial Management
- Tax Planning
- Wealth Planning



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Newburgh, NY (Two Locations) | Palm Beach Gardens, FL | Providence, RI | Shelton, CT | Stamford, CT |
Wethersfield, CT | Woodcliff Lake, NJ

www.pkfod.com

NYS Department of State

Division of Corporations

Entity Information

The information contained in this database is current through November 5, 2015.

Selected Entity Name: O'CONNOR DAVIES, LLP

Selected Entity Status Information

Current Entity Name: O'CONNOR DAVIES, LLP

DOS ID #: 3855927

Initial DOS Filing Date: SEPTEMBER 15, 2009

County:

Jurisdiction: NEW YORK

Entity Type: DOMESTIC REGISTERED LIMITED LIABILITY PARTNERSHIP

Current Entity Status: ACTIVE

Selected Entity Address Information

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

C/O PRESIDENTIAL SERVICES INCORPORATED

28015 SMYTH DR

VALENCIA, CALIFORNIA, 91355

Principal Executive Office

O'CONNOR DAVIES, LLP

665 5TH AVE

NEW YORK, NEW YORK, 10022

Registered Agent

NONE

***Stock Information**

# of Shares	Type of Stock	\$ Value per Share
No Information Available		

*Stock information is applicable to domestic business corporations.

Name History

Filing Date	Name Type	Entity Name
DEC 16, 2011	Actual	O'CONNOR DAVIES, LLP
JUN 03, 2011	Actual	PKF O'CONNOR DAVIES, LLP
SEP 15, 2009	Actual	PKF LLP

A Fictitious name must be used when the Actual name of a foreign entity is unavailable for use in New York State. The entity must use the fictitious name when conducting its activities or business in New York State.

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

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NYS Department of State

Division of Corporations

Entity Information

The information contained in this database is current through November 5, 2015.

Selected Entity Name: O'CONNOR DAVIES MUNNS & DOBBINS, LLP

Selected Entity Status Information

Current Entity Name: O'CONNOR DAVIES MUNNS & DOBBINS, LLP

DOS ID #: 2005071

Initial DOS Filing Date: FEBRUARY 29, 1996

County:

Jurisdiction: NEW YORK

Entity Type: DOMESTIC REGISTERED LIMITED LIABILITY PARTNERSHIP

Current Entity Status: ACTIVE

Selected Entity Address Information

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

O'CONNOR DAVIES MUNNS & DOBBINS, LLP

60 EAST 42ND ST

NEW YORK, NEW YORK, 10165-3698

Principal Executive Office

O'CONNOR DAVIES MUNNS & DOBBINS, LLP

60 E 42ND ST

NEW YORK, NEW YORK, 10165-3698

Registered Agent

NONE

***Stock Information**

# of Shares	Type of Stock	\$ Value per Share
No Information Available		

*Stock information is applicable to domestic business corporations.

Name History

Filing Date	Name Type	Entity Name
JUL 26, 2000	Actual	O'CONNOR DAVIES MUNNS & DOBBINS, LLP
FEB 29, 1996	Actual	O'CONNOR, DAVIES & CO., LLP

A Fictitious name must be used when the Actual name of a foreign entity is unavailable for use in New York State. The entity must use the fictitious name when conducting its activities or business in New York State.

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

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Affiliates and Ownership

PKF O'Connor Davies has 4 affiliates who operate as financial services and HR staffing entities owned by several of the equity partners.

- Elite Accounting Services, LLC
- PKF O'Connor Davies Talent Connect, LLC
- O'Connor Davies Administration, LLC (U.S.-based Joint Venture)
- PKF Funds and Family Office (U.K.-based Joint Venture)

COUNTY OF NASSAU

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

1. Name of the Entity: PKF O'Connor Davies, LLP

Address: 25 Suffolk Court

City: Hauppauge State/Province/Territory: NY Zip/Postal Code: 11788

Country: US

2. Entity's Vendor Identification Number: 27-1728945

3. Type of Business: Partnership (specify) _____

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

1 File(s) uploaded Equity Ptrs with addresses.pdf

No principals have been attached to this form.

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

If none, explain.

1 File(s) uploaded Equity Ptrs with addresses.pdf

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

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

1 File(s) uploaded Affiliates and Ownership.pdf

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

Are there lobbyists involved in this matter?

YES ☐ NO ☒

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

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

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

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

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

Electronically signed and certified at the date and time indicated by:
Irene Howell [IHOWELL@PKFOD.COM]

Dated: 03/17/2021 02:44:00 PM

Title: Office Manager

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including 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.

PKF O'Connor Davies, LLP

500 Mamaroneck Avenue

Harrison, NY 10528

Firm Number: 069980

Kevin J. Keane, CPA, Managing Partner

PKF O'Connor Davies, LLP is a limited liability partnership directly owned by 68 equity partners none of which own more than 10% interest.

68 Equity Partners

Equity Partner Name	Address of Record	State of Licensure	CPA Lic. No.
Balla, Keith	20 Commerce Drive Cranford, NJ 07016	New York New Jersey	NY-050478 NJ-20CC01313000
Barossi, Susan M.	500 Mamaroneck Avenue Harrison, NY 10528	New York	NY-064620
Bednarz, Mark D.	300 Tice Boulevard Woodcliff Lake, NJ 07677	New Jersey	NJ-20CC027145300
Blaney, Thomas F.	665 Fifth Avenue New York, NY 10022	New York Pennsylvania Florida	NY-048540 PA-CA052244 FL-AC41027
Blasnik, Bruce L.	3001 Summer Street Stamford, CT 06905	New York Connecticut	NY-058509 CT-CPAL.0004522
Bodan, Joseph R.	500 Mamaroneck Avenue Harrison, NY 10528	New York	NY-049935
Brady, Edmond P.	293 Eisenhower Parkway Livingston, NJ 07039	New York New Jersey Massachusetts	NY-052126 NJ-20CC00965500 MA - 23057
Bull, Jennifer S.	Four Corporate Drive Shelton, CT 06484	Connecticut	CT-CPAL.0009668
Buscaglia, Ann P.	500 Mamaroneck Avenue Harrison, NY 10528	New York	NY - 065302
Cella, Clare E.	665 Fifth Avenue New York, NY 10022	New York	NY-071173
Centofanti, Joseph	100 Great Meadow Road Wethersfield, CT 06109	Connecticut Massachusetts	CT-CPAL.0006656 MA - 23617
Ciardullo, Patricia B.	300 Tice Boulevard Woodcliff Lake, NJ 07677	New York New Jersey	NY-081121 NJ-20CC03513700
Cordero, Robert J.	500 Mamaroneck Avenue Harrison, NY 10528	New York	NY-090567

Equity Partner Name	Address of Record	State of Licensure	CPA Lic. No.
Daniele, Robert A.	500 Mamaroneck Avenue Harrison, NY 10528	New York Connecticut	NY -123107 CT-CPAL.0010689
Desmond Timothy J.	300 Tice Boulevard Woodcliff Lake, NJ 07677	New York New Jersey	NY-103554 NJ-20CC02093800
Doren, Joseph R. Jr.	20 Commerce Drive Cranford, NJ 07016	New Jersey	NJ-20CC01315000
Eller, Steven J.	300 Tice Boulevard Woodcliff Lake, NJ 07677	New Jersey New York	NJ-20CC01788600 NY - 072857
Flynn, Brian M.	300 Tice Boulevard Woodcliff Lake, NJ 07677	New York New Jersey	NY-106861 NJ-20CC01230700
Freire, Henry A.	665 Fifth Avenue New York, NY 10022	New York	NY-053305
Galasso, Jennifer M.	500 Mamaroneck Avenue Harrison, NY 10528	New York	NY - 088424
Ganino, Michael F.	Four Corporate Drive Shelton, CT 06484	Connecticut	CT-CPAL.0008580
Gannon, David J.	20 Commerce Drive Cranford, NJ 07016	New Jersey New York	NJ-20CC02738100 NY -100657
Goldstein, Scott Robert	300 Tice Boulevard Woodcliff Lake, NJ 07677	New York	NY - 056596
Granelli, Edward E.	3001 Summer Street Stamford, CT 06905	Connecticut	CT-CPAL.0005246
Halloran, Patrick J.	500 Mamaroneck Avenue Harrison, NY 10528	New York Massachusetts	NY-080075 MA-32036
Haslbauer, John M.	665 Fifth Avenue New York, NY 10022	New York	NY-050618
Hendlin, Eric N.	Four Corporate Drive Shelton, CT 06484	Connecticut	CT-CPAL.0004742
Higgins, Garrett M.	500 Mamaroneck Avenue Harrison, NY 10528	New York	NY-081669
Izzo, Joseph A.	665 Fifth Avenue New York, NY 10022	New York	NY-092063
Karlewicz, Donald R.	300 Tice Boulevard Woodcliff Lake, NJ 07677	New York	NY042552

Equity Partner Name	Address of Record	State of Licensure	CPA Lic. No.
Keane, Kevin J.	500 Mamaroneck Avenue Harrison, NY 10528	New York	NY-042902
Kufeld, Alan S.	665 Fifth Avenue New York, NY 10022	New York	NY – 070687
Leddy, Gemma M.	500 Mamaroneck Avenue Harrison, NY 10528	New York	NY-073426
Lee, K (Kung). Joseph	665 Fifth Avenue New York, NY 10022	New York	NY-083837
Lengua, Gabriel	665 Fifth Avenue New York, NY 10022	New York	NY-068242
Lesko, William C.	Four Corporate Drive Shelton, CT 06484	Connecticut	CT-CPAL.0007355
Machinski, Stephen J.	665 Fifth Avenue New York, NY 10022	New York New Jersey	NY – 096326 NJ-20CC03019600
Madormo, James P.	300 Tice Boulevard Woodcliff Lake, NJ 07677	New York New Jersey	NY-060192 NJ-20CC01023100
Marks, Alan Richard	32 Fostertown Road Newburgh, NY 12550	New York	NY-040463
Marks, David W.	32 Fostertown Road Newburgh, NY 12550	New York	NY-037538
Martin, Wayne L.	32 Fostertown Road Newburgh, NY 12550	New York New Jersey	NY – 0853628 NJ – 20CC02230300
Martins, Alberto C.	Four Corporate Drive Shelton, CT 06484	Connecticut	CT-CPAL.0008803
McEnerney, Francis M.	293 Eisenhower Parkway Livingston, NJ 07039	New York Massachusetts New Jersey	NY-111562 MA-31562 NJ-20CC01024300
Moore, Jonathan C.	300 Tice Boulevard Woodcliff Lake, NJ 07677	New York New Jersey Pennsylvania	NY-094268 NJ-20CC03377100 PA-CA036528
Noyes, Stephen G.	40 Westminster Street Providence, RI 02903	Rhode Island Massachusetts	RI – CPA.1050317 MA - 12817
O'Connor, Edward G., Jr.	300 Tice Boulevard Woodcliff Lake, NJ 07677	New York New Jersey	NY-056462 NJ-20CC02251300 FL-AC41465
Oling, Scott P.	500 Mamaroneck Avenue Harrison, NY 10528	New York	NY-061286

Equity Partner Name	Address of Record	State of Licensure	CPA Lic. No.
Parmegiani, Leo	665 Fifth Avenue New York, NY 10022	New York New Jersey	NY-053181 NJ-20CC03872700
Petermann, Christopher D.	665 Fifth Avenue New York, NY 10022	New York New Jersey	NY-078925 NJ-20CC01579200
Plunkett, Christopher R.	300 Tice Boulevard Woodcliff Lake, NJ 07677	New Jersey	NJ-20CC01028100
Piszko, Mark J.	665 Fifth Avenue New York, NY 10022	New York Missouri	NY-058030 MO-2015025442
Pronek, Christine G.	20 Commerce Drive Cranford, NJ 07016	New Jersey	NJ – 20CC02821400
Provini, Michael A.	665 Fifth Avenue New York, NY 10022	New Jersey	NJ-20CC02830100
Rinaldi, Marc L.	665 Fifth Avenue New York, NY 10022	New York Connecticut	NY-103231 CT-CPAL.0012978
Roche, Thomas F. III	20 Commerce Drive Cranford, NJ 07016	New Jersey Florida New York	NJ-20CC01029300 FL-AC022193 NY-125994
Russell, Joseph N.	300 Tice Boulevard Woodcliff Lake, NJ 07677	New York New Jersey	NY-102404 NJ-02174600
Russo, Dorothea A.	500 Mamaroneck Avenue Harrison, NY 10528	New York	NY-052889
Saglimbeni, Domenick C.	300 Tice Boulevard Woodcliff Lake, NJ 07677	New Jersey Pennsylvania	NJ-20CC02035300 PA-CA046839
Saliba, Ghassan George	300 Tice Boulevard Woodcliff Lake, NJ 07677	New York Connecticut	NY – 120049 CT – CPAL.0015228
Solomon, Keith A.	500 Mamaroneck Avenue Harrison, NY 10528	New York	NY - 076567
Sorrentino, Thomas	665 Fifth Avenue New York, NY 10022	New York New Jersey	NY-054515 NJ-20CC02729600
Sterczala, Paul M.	Four Corporate Drive Shelton, CT 06484	Connecticut	CT-CPAL.0003424
Tomaino, Peter B.	Four Corporate Drive Shelton, CT 06484	Connecticut	CT-CPAL.0010371
Van Bergen, Barbara H.	500 Mamaroneck Avenue Harrison, NY 10528	New York	NY-058639

Equity Partner Name	Address of Record	State of Licensure	CPA Lic. No.
Varley, Brian M.	300 Tice Boulevard Woodcliff Lake, NJ 07677	New York	NY-064852
Verrilli, Joseph A.	Four Corporate Drive Shelton, CT 06484	Connecticut	CT-CPAL0005005
Whitehead, George	500 Mamaroneck Avenue Harrison, NY 10528	New York	NY-074466
Zuckerman, Jonathan R.	665 Fifth Avenue New York, NY 10022	New York	NY – 097113

May 2020

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Rinaldi, Marc L.	665 Fifth Avenue New York, NY 10022	New York Connecticut	NY-103231 CT-CPAL.0012978
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Russell, Joseph N.	300 Tice Boulevard Woodcliff Lake, NJ 07677	New York New Jersey	NY-102404 NJ-02174600
Russo, Dorothea A.	500 Mamaroneck Avenue Harrison, NY 10528	New York	NY-052889
Saglimbeni, Domenick C.	300 Tice Boulevard Woodcliff Lake, NJ 07677	New Jersey Pennsylvania	NJ-20CC02035300 PA-CA046839
Saliba, Ghassan George	300 Tice Boulevard Woodcliff Lake, NJ 07677	New York Connecticut	NY – 120049 CT – CPAL.0015228
Solomon, Keith A.	500 Mamaroneck Avenue Harrison, NY 10528	New York	NY - 076567
Sorrentino, Thomas	665 Fifth Avenue New York, NY 10022	New York New Jersey	NY-054515 NJ-20CC02729600
Sterczala, Paul M.	Four Corporate Drive Shelton, CT 06484	Connecticut	CT-CPAL.0003424
Tomaino, Peter B.	Four Corporate Drive Shelton, CT 06484	Connecticut	CT-CPAL.0010371
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Whitehead, George	500 Mamaroneck Avenue Harrison, NY 10528	New York	NY-074466
Zuckerman, Jonathan R.	665 Fifth Avenue New York, NY 10022	New York	NY – 097113

May 2020

Affiliates and Ownership

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- Elite Accounting Services, LLC
- PKF O'Connor Davies Talent Connect, LLC
- O'Connor Davies Administration, LLC (U.S.-based Joint Venture)
- PKF Funds and Family Office (U.K.-based Joint Venture)

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, Brian Petersen 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: PKF O'Connor Davies, LLP

Vendor's Address: 25 Suffolk Court Hauppauge NY US 11788

Vendor's EIN or TIN: 27-1728945

Forms Submitted: _____

Political Campaign Contribution Disclosure Form:
02/04/2021 03:55:48 PM

Lobbyist Registration and Disclosure Form:
02/04/2021 03:56:03 PM

Business History Form certified:
02/04/2021 04:04:26 PM

Consultant's, Contractor's, and Vendor's Disclosure Form:
02/04/2021 04:05:26 PM

Principal Questionnaire(s)

This refers to the most recent principal questionnaire submissions.

No principal questionnaires have been selected.

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

I 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."

Brian Petersen

Name

Partner

Title

PKF O'Connor Davies, LLP

Name of Submitting Entity

02/04/2021 04:06:25 PM

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/05/2021

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

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

PRODUCER Edgewood Partners Insurance Center Lemme, a division of EPIC 111 West Campbell 4th Floor Arlington Heights, IL 60005	1-847-385-6800	CONTACT NAME: Jay Moroney PHONE (A/C, No, Ext): 847-385-6800 FAX (A/C, No): E-MAIL ADDRESS: PSGCerts@lemme.com	INSURER(S) AFFORDING COVERAGE INSURER A: ASPEN AMER INS CO and various Insurers INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 43460
INSURED PKF O'Connor Davies, LLP 665 Fifth Avenue New York, NY 10022				

COVERAGES	CERTIFICATE NUMBER: 61586328	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability		LR0086E20	05/01/20	05/01/21	Each Claim 1,000,000 Annual Aggregate 1,000,000

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

CERTIFICATE HOLDER

Nassau County, New York
Nassau County Treasurer


1 West Street

Mineola, NY 11501

USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE




PKFOC-1

OP ID: MH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/08/2021

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

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

PRODUCER Elfert, French & Ketchum 330 Fifth Avenue Pelham, NY 10803-1204 Brian Elfert	914-738-4011	CONTACT NAME: Martha E. Hagwood, AAI PHONE (A/C, No, Ext): 914-738-4011 FAX (A/C, No): 914-738-4303 E-MAIL: meh@efk.com ADDRESS:
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Travelers Indemnity Company		25658
INSURER B: Travelers Indemnity Co of CT		25682
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
PKF O'Connor Davies, LLP
500 Mamaroneck Avenue
Harrison, NY 10528

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC OTHER:			680306H8105	07/12/2020	07/12/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input 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			680306H8105	07/12/2020	07/12/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000			CUP306H8338	07/12/2020	07/12/2021	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB3J121198	07/12/2020	07/12/2021	<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

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

Proof of Insurance for PKF O'Connor Davies, LLP.

CERTIFICATE HOLDER

NASSAU3

Nassau County, New York
Nassau County Treasurer
1 West Street
Mineola, NY 11501

CANCELLATION

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THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN
ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

AUTHORIZED SIGNATURE