



Certified:

E-165-21

Filed with the Clerk of the Nassau
County Legislature on
November 8, 2021 12:59pm

NIFS ID:CLCL21000002 Department: County Clerk

Capital:

SERVICE: Professional Accounting Services

Contract ID #:CQCL19000001

NIFS Entry Date: 26-AUG-21

Term: from 01-JUN-19 to 31-MAY-21

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

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	N
4) 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: Tom Ruggiero
	Phone: 15164263496

Department:
Contact Name: John Butler
Address: 240 Old Country Road Room 109 Mineola, NY 11501 Phone: 516-571-4365

Routing Slip

Department	NIFS Entry: X	26-AUG-21 -- JBUTLER
Department	NIFS Approval: X	26-AUG-21 -- JBUTLER
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	08-SEP-21 -- IQURESHI
OMB	NIFS Approval: X	08-SEP-21 -- EVALERIO
County Atty.	Insurance Verification: X	01-SEP-21 -- AAMATO
County Atty.	Approval to Form: X	01-SEP-21 -- MMISRA
CPO	Approval: X	03-NOV-21 -- PARJUNE

DCEC	Approval: X	05-NOV-21 -- RCLEARY
Dep. CE	Approval: X	05-NOV-21 -- HWILLIAMS
Leg. Affairs	Approval/Review: X	08-NOV-21 -- JSCHANTZ
Legislature	Approval:	
Comptroller	Deputy:	
NIFA	NIFA Approval:	

Contract Summary

Purpose: Professional Accounting Services that will be used to help determine that written policies and procedures exist and are current regarding the processing and accounting of cash receipts and disbursement of funds.
Method of Procurement: RFP issued 4/22/19
Procurement History: RFP was issued 4/22/19 - five proposals were received and scored
Description of General Provisions: This is an amendment to amend the term of service dates. There are no funds being added to this amendment.
Impact on Funding / Price Analysis: None
Change in Contract from Prior Procurement: None
Recommendation: (approve as submitted) Approve as submitted

Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	GEN	Revenue		1	CLGEN1100/DE505	\$ 0.01
Control:	CL	Contract:				\$ 0.00
Resp:	1100	County	\$ 0.01			\$ 0.00
Object:	DE505	Federal	\$ 0.00			\$ 0.00
Transaction:	109	State	\$ 0.00			\$ 0.00
Project #:		Capital	\$ 0.00			\$ 0.00
Detail:		Other	\$ 0.00			\$ 0.00
		TOTAL	\$ 0.01		TOTAL	\$ 0.01
RENEWAL						
% Increase						
% Decrease						

RULES RESOLUTION NO. – 2021

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE OFFICE OF THE NASSAU COUNTY CLERK’S OFFICE, AND PKF O’CONNOR DAVIES, LLP (“PKF”)

WHEREAS, the County has negotiated an amendment to a personal services agreement with PFK for professional accounting 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 amendment to agreement with PFK.



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

1. Vendor: PKF O'Connor Davies, LLP

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

Amount to be encumbered: \$.01

This is a Amendment

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

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

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

3. Contract Term: 6/1/19 to 5/31/21

Has work or services on this contract commenced? Y _____

If yes, please explain: Professional Accounting Services

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:

Professional Accounting Services

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

Nassau County Attorney as to form Y

Nassau County Committee and/or Legislature

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

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

Contract ID	Date	Amount

AUTHORIZATION

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

IQURESHI

08-SEP-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 #: 271728945

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 4/7/2020 [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after a formal RFP.

[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

11/4/2021

Date

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



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

YES ☐ 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:
Toni Giannelli [TGIANNELLI@PKFOD.COM]

Dated: 10/19/2021 02:01:47 PM

Vendor: PKF O'Connor Davies LLP

Title: Administrative Assistant

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: NY Zip/Postal Code: _____
Country: US
Telephone: _____

List of other addresses and telephone numbers attached

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

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	<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 \$100,000."

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

Name of submitting business

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

Anthony Capellupo [ACAPELLUPO@PKFOD.COM]

CFO

Title

10/14/2021 04:07:13 PM

Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Henry Freire
Date of birth: 10/30/1958
Home address: 245 Park Avenue, 39th Floor
City: New York State/Province/Territory: NY Zip/Postal Code: 10167
Country: US
- Business Address: 245 Park Avenue - 12th Floor
City: New York State/Province/Territory: NY Zip/Postal Code: 10022
Country: US
Telephone: 212-286-2600
- Other present address(es):
City: Harrison State/Province/Territory: NY Zip/Postal Code: 10528
Country: US
Telephone: 9144215600

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)	_____		

Type	Description	Start Date
Other	Chief Operating Officer COO	01/01/1992

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

YES ☒ NO ☐ If Yes, provide details.

PKF O'Connor Davies - 2.232%

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?
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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 \$100,000."

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

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:

Henry Freire [HFREIRE@PKFOD.COM]

Partner / COO

Title

11/01/2021 12:18:01 PM

Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: 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: Harrison State/Province/Territory: NY Zip/Postal Code: 10528
Country: US
Telephone: 9144215637

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)	_____		

Type	Description	Start Date
Chief Exec. Officer		01/01/2000

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

YES ☒ NO ☐ If Yes, provide details.

PKF O'Connor Davies LLP - 4.578%%

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 \$100,000."

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?

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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.

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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]

Partner / CEO

Title

11/01/2021 05:22:36 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
Baróssi, 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-CPAL0010689
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-CPAL0008580
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-CPAL0005246
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-CPAL0004742
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-CPAL0007355
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-CPAL0008803
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

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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– *Family Wealth Report Awards*, 2018
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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

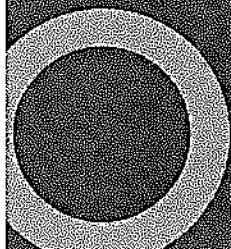
- Employee Benefit Planning & Tax Compliance
- International Tax Services
- IRS Representation & Tax Controversies
- Personal Financial Planning
- Private Foundation Services
- State and Local Tax (SALT)
- Tax Compliance & Reporting
- Tax Research and Strategic Planning
- Tax-Exempt Organizations
- Trust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



Bethesda, MD | Cranford, NJ | Harrison, NY | Hauppauge, NY | Livingston, NJ | New York, NY |
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
- International Financial Reporting Standards (IFRS)
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- Public Company Accounting Oversight Board (PCAOB)
- Public Sector Audits & Compliance

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

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- Exit Readiness and Transaction Planning
- Sell-Side Advisory

Tax Compliance and Planning Services

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- 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

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- 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

Bethesda, MD | Cranford, NJ | Harrison, NY | Hauppauge, NY | Livingston, NJ | New York, NY |
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)

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: 10/20/2021

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: 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: 245 Park Avenue

City: New York State/Province/Territory: NY Zip/Postal Code: 10167

Country: US

Start Date: 01-JAN-22 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: _____

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

Address: 20 Commerce Drive, Suite 301
City: Cranford, State/Province/Territory: NJ Zip/Postal Code: 07016
Country: US
Start Date: _____ End Date: _____

3) Mailing Address (if different): _____

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

Country: US

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 \$100,000."

- 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 and all employees are emailed a conflict request prior to working with a potential client

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, Partner / Chief Executive Officer (CEO)

Henry Freire, Partner / Chief Operating Officer (COO)

Anthony Capellupo / Chief Financial Officer (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;

200000000

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, Toni Giannelli , 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, Toni Giannelli , 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:
Toni Giannelli [TGIANNELLI@PKFOD.COM]

Administrative Assistant
Title

10/27/2021 02:31:20 PM
Date

COUNTY OF NASSAU

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

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

Address: 500 Mamaroneck Avenue

City: Harrison State/Province/Territory: NY Zip/Postal Code: 10528

Country: US

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

3. Type of Business: Other (specify) LLP

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):

2 File(s) uploaded Equity Ptrs with addresses.pdf, Vendor Disclosure Form - Question 4.pdf

No principals have been attached to this form.

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

If none, explain.

None, there are no Partners with more than 10% equity

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.

None

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:

Toni Giannelli [TGIANNELLI@PKFOD.COM]

Dated: 10/27/2021 02:29:27 PM

Title: Adminisitrative Assistant

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



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

NA

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

NA

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

NA

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

NA

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

NA

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

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

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

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

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

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

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

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

Toni Giannelli [TGIANNELLI@PKFOD.COM]

Dated: 10/20/2021 09:53:29 AM

Vendor: PKF O'Connor Davies, LLP

Title: Administrative Assistant

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

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



PKFOC-1

OP ID: MH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/19/2021

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
Eifert, French & Ketchum
330 Fifth Avenue
Pelham, NY 10803-1204
Brian Eifert

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 ADDRESS: meh@efk.com

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 INSD	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 <input type="checkbox"/> OTHER:			680306H8105	07/12/2021	07/12/2022	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 - COMP/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			680306H8105	07/12/2021	07/12/2022	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 <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10000			CUP306H8338	07/12/2021	07/12/2022	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	07/12/2021	07/12/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

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

CERTIFICATE HOLDER

NASSAU4

Nassau County Tobacco
Settlement Corporation
1 West Street
Mineola, NY 11501

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

AUTHORIZED SIGNATURE



PKFOC-1

QP ID: MH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/19/2021

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 Eifert, French & Ketchum 330 Fifth Avenue Pelham, NY 10803-1204 Brian Eifert	914-738-4011	CONTACT NAME: Martha E. Hagwood, AAI PHONE (A/C, No, Ext): 914-738-4011 E-MAIL: meh@efk.com ADDRESS:	FAX (A/C, No): 914-738-4303
		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:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD Y/YD	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:	X	680305H8105	07/12/2021	07/12/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Eq occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		680306H8105	07/12/2021	07/12/2022	COMBINED SINGLE LIMIT (Eq 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	07/12/2021	07/12/2022	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"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	UB3J121198	07/12/2021	07/12/2022	<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.

Nassau County is included as an Additional Insured when required by written contract.

CERTIFICATE HOLDER

NASSAU3

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

AUTHORIZED SIGNATURE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/06/2021

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 1-847-385-6800 Edgewood Partners Insurance Center Lemme, a division of EPIC 111 West Campbell 4th Floor Arlington Heights, IL 60005 INSURED PKF O'Connor Davies, LLP 500 Mamaroneck Ave., Suite 301 Harrison, NY 10528	CONTACT NAME: Jay Moroney PHONE (A/C, No, Ext): 847-385-6800 FAX (A/C, No): E-MAIL ADDRESS: PSGCerts@lemme.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Various</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Various		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Various															
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: 62154975

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> 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 <input type="checkbox"/>						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 <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			See Below	05/01/21	05/01/22	Each Claim 4,000,000 Aggregate 4,000,000

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

The following insurers combine to provide the Professional Liability Insurance referred to above:

Aspen American Ins. Co. NAIC #43460, Policy #LR0086E21
 New York Marine & General Ins. Co. NAIC #16608, Policy #PL2021APL10061
 Endurance American Ins. Co. NAIC #10641, Policy #ACL10012958503
 Everest National Ins. Co. NAIC #10120, Policy #PL5EO00705-211

CERTIFICATE HOLDER

CANCELLATION

Nassau County Office of County Clerk 240 Old Country Road Mineola, NY 11501-4249 <div style="text-align: right;">USA</div>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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ACORD 25 (2016/03)

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Sue.Phillips@lemme.com_LEM
62154975

AMENDMENT NO. 1

AMENDMENT (together with any appendices or exhibits attached hereto, this "Amendment") dated as of the date (the "Effective Date") that this Amendment is executed by Nassau County, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Clerk's Office, having its principal office at 240 Old Country Road, Mineola New York 11501, and (ii) PKF O'Connor Davies, LLP, having its principal office located at 25 Suffolk Court, Hauppauge, New York 11788 (the "Contractor").

WITNESSETH:

WHEREAS, the County and Albrecht, Viggiano, Zureck & Co., P.C. ("Albrecht") entered into an agreement referenced as County contract number CQCL19000001 and executed on behalf of the County on April 7, 2020 (the "Original Agreement"), wherein Albrecht provided professional auditing / accounting services, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, Albrecht assigned the Original Agreement to the Contractor and the Contractor assumed the obligations under the Original Agreement effective as of January 1, 2021, and consented to by the County on June 22, 2021; and

WHEREAS, the term of the Original Agreement is from April 7, 2020 until April 6, 2021, unless sooner terminated in accordance with the terms of the Original Agreement, provided that the Department may, in its sole discretion, renew the Original Agreement under the same terms and conditions for three (3) additional one-year periods for a possible total term of four (4) years (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to pay the Contractor for Services under the Original Agreement, as full compensation for the Services, was Thirty-five Thousand One Hundred and Forty Dollars (\$35,140.00) (the "Maximum Amount"); and

WHEREAS, the County desires to amend the Original Term.

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

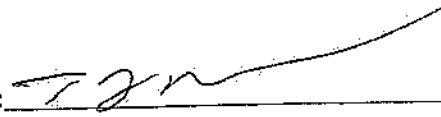
1. Amended Term. The Original Term shall be amended so that the term of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall commence on June 1, 2019 and shall terminate on May 31, 2021, unless sooner terminated in accordance with the provisions of the Amended Agreement; provided that the Department may, in its sole discretion, renew this Amended Agreement under the same terms and conditions for two (2) additional one-year periods for a possible total term of four (4) years.

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

[Remainder of Page Intentionally Left Blank.]

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

PKF O'CONNOR DAVIES, LLP

By: 

Name: Thomas J. Ruggiero, CPA

Title: Partner

Date: 8/19/2021

NASSAU COUNTY

By: _____

Name: _____

Title: County Executive

☐ Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK



Contract Assignment Approval Form

Contract Details

Service:	ACCOUNTING SERVICES		
Current Contract ID #:	C.A. CL14000001		
Current Vendor (Assignment):	ALBRECHT, VIGLIANO, Zorak & Co PC		
Current Vendor EDI#:	117556674		
Contract Term From:	4/1/20	To:	4/6/21
Effective Date of Assignment:	1/1/21		
New Contract Vendor (Assignment):	PKF O'CONNOR DAVIES, LLP		
New Contract ID#:	NA		
NIFA Entry Date:	NA		

1) Mandated Program:	Yes/No
2) Insurance Required:	Yes/No
3) Material Adverse Information Identified (if yes, attach memo):	Yes/No

New Vendor		County Department
Name:	PKF O'CONNOR DAVIES	John Butler
EDIN:	27172945	
Address:	25 Suffolk Court	Address:
	Longmeadow, MA 01106	2510 NIA County Rd
Phone:	631-434-9500	Marion, NY 11501
		Phone:
		516-571-4365

Approvals

Date Received	Department	Date Approved and Forwarded	Signature
4/9/21	Department Head		
	DPW (if applicable)		
X	County Attorney (Insurance)	4/15/21	
	County Attorney (All other items)	5/11/2021	
X	CFO	5/11/2021	Robert Cloary
X	DCB for Compliance	5/14/21	
X	DCB for the Department	5/14/21	
X	Comptroller	5/28/21	

John Butler

Prepared By

Date

ASSIGNMENT AND ASSUMPTION OF CONTRACT WITH CONSENT

THIS ASSIGNMENT AND ASSUMPTION OF CONTRACT WITH CONSENT AGREEMENT (this "Assignment"), dated as of the date JANUARY 1, 2021 that this Assignment is last executed by the parties hereto, between ALBRECHT, VIGGIANO, ZURECK & CO., P.C. a PROFESSIONAL CORPORATION, having its principal address at 25 SUFFOLK COURT, HAUPPAUGE, NEW YORK 11788 ("Assignor"), and PKF O'CONNOR DAVIES, LLP, a LIMITED LIABILITY PARTNERSHIP, having its principal address at 25 SUFFOLK COURT, HAUPPAUGE, NEW YORK 11788 ("Assignee"), and the County of Nassau, a municipal corporation, having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County").

WHEREAS, Assignor is Contractor under that certain CQCL19000001 Agreement with the County, executed by Assignor on AUGUST 5, 2019 and executed by the County on APRIL 7, 2020 (the "Contract"), with respect to the provision of PROFESSIONAL AUDITING SERVICES THAT WILL HELP DETERMINE THAT WRITTEN POLICIES AND PROCEDURES EXIST AND ARE CURRENT REGARDING THE PROCESSING AND ACCOUNTING OF CASH RECEIPTS AND DISBURSEMENTS OF FUNDS AS NOTED IN THE STATEMENT OF WORK; and

WHEREAS, Assignor has agreed to assign and Assignee has agreed to assume the Contract as part of THE COMBINING OF FIRMS, which transaction which closed on JANUARY 1, 2021.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged:

1. Effective as of the Effective Date hereof and for the remainder of the term of the Contract, (a) all of Assignor's right, title and interest, as tenant, in, to and under the Contract is hereby assigned and transferred to Assignee, its successors and assigns, and (b) Assignee hereby accepts the assignments and hereby assumes all of the obligations, covenants, agreements, terms, provisions and conditions contained in the Contract arising after the Effective Date.

2. Nothing herein contained shall be construed to modify, waive, impair or affect any of the covenants, agreements, terms, provisions or conditions contained in the Contract, except as otherwise set forth herein, and all the provisions of the Contract are hereby declared to be in full force and effect.

3. The County hereby Consents to this assignment and assumption of the Contract, effective as of the Effective Date, without release of Assignor from any liability under the Contract.

4. This Assignment may not be modified, amended or terminated nor any of its provisions waived, except by an agreement signed by Assignor and Assignee and consented to in writing by the County pursuant to the terms of the Contract. The covenants, agreements, terms, provisions and conditions contained in this Assignment shall be binding upon and inure to the benefit of the parties' successors and assigns.

5. This Assignment may be executed in one or more counterparts, including facsimile transmitted executions, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same document.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption of Contract with Consent as of the Effective Date.

ASSIGNOR:

AVZ
Name: Jim Smith
Title: Barman
Date: 3/26/2021

ASSIGNEE:

PKF O'Connor Davies LLP
Name: Patrick A. O'Connor
Title: COO
Date: 4/5/2021

CONSENTED TO:

COUNTY OF NASSAU

Helena Williams
Name: Helena Williams
Title: Chief Deputy County Executive
Date: 6/22/21

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

On the 26th day of March, in the year 2021, before me, the undersigned, a Notary Public in and for said state, personally appeared Jeff Davoli, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

Irene E. Howell
Notary Public

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

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

On the 5th day of April, in the year 2021, before me, the undersigned, a Notary Public in and for said state, personally appeared Henry Freire, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

Irene E. Howell
Notary Public

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

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

On the 22 day of June, in the year 2021, before me, the undersigned, a Notary Public in and for said state, personally appeared Helena Williams, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

LAURA J VIGLIOTTI
NOTARY PUBLIC STATE OF NEW YORK
LIC. #01VI6190782
COMM. EXP. 08/04/2024
COMMISSIONED IN NASS COUNTY

Laura J. Vigliotti
Notary Public



E-31-20

NIFS ID: CQCL19000001 Department: County Clerk**Capital:****SERVICE: Professional Accounting Services**

Contract ID #:cqcl19000001

NIFS Entry Date: 26-AUG-19

Term: from to

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

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

Vendor Info:	
Name: Albrecht, Viggiano, Zureck & Company PC	Vendor ID#: 112556624
Address: 25 Suffolk Court	Contact Person: Thomas Ruggiero
Hauppauge, NY 11788	Phone: 631-434-9500

Department:	
Contact Name: John Butler	
Address: 240 Old Country Road	
Room 109	
Mineola, NY 11501	
Phone: 516-571-4365	

Routing Slip

Department	NIFS Entry: X	06-SEP-19 -- JBUTLER
Department	NIFS Approval: X	06-SEP-19 -- JBUTLER
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	29-OCT-19 -- IQURESHI
OMB	NIFS Approval: X	29-OCT-19 -- EVALERIO
County Atty.	Insurance Verification: X	06-SEP-19 -- AAMATO
County Atty.	Approval to Form: X	09-SEP-19 -- MMISRA
PO	Approval: X	02-DEC-19 -- KOHAGENCE

DCEC	Approval: X	03-DEC-19 -- JCHIARA
Dep. CE	Approval: X	11-DEC-19 -- HWHILLIAMS
Leg. Affairs	Approval/Review: X	03-FEB-20 -- GCASTILLO
Legislature	Approval: X	11-FEB-20 -- CALBERT
Comptroller	Deputy: X	20-MAR-20 -- JSCHOEN
NIFA	NIFA Approval:	

Contract Summary

Purpose: Obtain professional auditing services that will help determine that written policies and procedures exist and are current regarding the processing and accounting of cash receipts and disbursements of funds.
Method of Procurement: Formal RFP via E-Procure and advertised in Newsday on 4/22/19, posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due 5/14/2019. Five [5] proposals were received and evaluated. The evaluation committee consisted of: John Butler, Robert Buttermilch, Jeff Clark, Madeline Farley, Megan Fazzolari, John Mastromarino, and Bileen O'Donnell. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.
Procurement History: Formal RFP via E-Procure and advertised in Newsday on 4/22/2019.
Description of General Provisions: Obtaining Professional Auditing Services via a specific scope of agreed upon procedures.
Impact on Funding / Price Analysis: \$35,140 from operating funds. Maximum term: 1 year from execution with option of three (3) additional one-year periods for a total term of four (4) years.
Change in Contract from Prior Procurement: NA
Recommendation: (approve as submitted) Approve as submitted

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	CL
Resp:	1100
Object:	DE5PS
Transaction:	103
Project #:	
Detail:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue	
Contract:	
County	\$ 35,140.00
Federal	\$ 0.00
State	\$ 0.00
Capital	\$ 0.00
Other	\$ 0.00
TOTAL	\$ 35,140.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	CLGEN1100/DE5PS	\$ 35,140.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
	TOTAL	\$ 35,140.00

E-31-20


NIFS ID: CQCL19000001 Department: County Clerk
Capital:
SERVICE: Professional Accounting Services
Contract ID #: cqcl19000001
NIFS Entry Date: 26-AUG-19
Term: from to

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

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

Vendor Info:	
Name: Albrecht, Viggiano, Zureck & Company PC	Vendor ID#: 112556624
Address: 25 Suffolk Court Hauppauge, NY 11788	Contact Person: Thomas Ruggiero
	Phone: 631-434-9500

Department:
Contact Name: John Butler
Address: 240 Old Country Road Room 109 Mineola, NY 11501 Phone: 516-571-4365

Routing Slip

Department	NIFS Entry: X	06-SEP-19 -- JBUTLER
Department	NIFS Approval: X	06-SEP-19 -- JBUTLER
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	29-OCT-19 -- IQURESHI
OMB	NIFS Approval: X	29-OCT-19 -- EVALERIO
County Atty.	Insurance Verification: X	06-SEP-19 -- AAMATO
County Atty.	Approval to Form: X	09-SEP-19 -- MMISRA
CPO	Approval: X	02-DEC-19 -- KOHAGENCE

DCEC	Approval: X	03-DEC-19 -- JCHIARA
Dep. CE	Approval: X	11-DEC-19 -- H WILLIAMS
Leg. Affairs	Approval/Review: X	03-FEB-20 -- GCASTILLO
Legislature	Approval:	
Comptroller	Deputy:	
NIFA	NIFA Approval:	

Contract Summary

Purpose: Obtain professional auditing services that will help determine that written policies and procedures exist and are current regarding the processing and accounting of cash receipts and disbursements of funds.
Method of Procurement: Formal RFP via E-Procure and advertised in Newsday on 4/22/19, posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due 5/14/2019. Five [5] proposals were received and evaluated. The evaluation committee consisted of: John Butler, Robert Buttermilch, Jeff Clark, Madeline Farley, Megan Fazzolari, John Mastromarino, and Eileen O'Donnell. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.
Procurement History: Formal RFP via E-Procure and advertised in Newsday on 4/22/2019.
Description of General Provisions: Obtaining Professional Auditing Services via a specific scope of agreed upon procedures.
Impact on Funding / Price Analysis: \$35,140 from operating funds. Maximum term: 1 year from execution with option of three (3) additional one-year periods for a total term of four (4) years.
Change in Contract from Prior Procurement: NA
Recommendation: (approve as submitted) Approve as submitted

Advisement Information

BUDGET CODES		FUNDING SOURCE		AMOUNT	
Fund:	GEN	Revenue			
Control:	CL	Contract:			
Resp:	1100	County		\$ 35,140.00	
Object:	DE5PS	Federal		\$ 0.00	
Transaction:	103	State		\$ 0.00	
Project #:		Capital		\$ 0.00	
Detail:		Other		\$ 0.00	
		TOTAL		\$ 35,140.00	

RENEWAL	
% Increase	
% Decrease	

LINE	INDEX/OBJECT CODE	AMOUNT
1	CLGEN1100/DE5PS	\$ 35,140.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
	TOTAL	\$ 35,140.00

RULES RESOLUTION NO. 36 - 2020

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN
THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE OFFICE
OF THE COUNTY CLERK, AND ALBRECHT, VIGGIANO, ZURECK &
COMPANY, PC ("COMPANY")

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 2-10-2020
VOTING:
yes 7 nays abstained recused
Legislature present 7

WHEREAS, the County has negotiated a personal services agreement
with Company to provide professional accounting 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 authorize the County Executive to execute the agreement with
Company.

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: Albrecht, Viggiano, Zureck & Company, P.C

CONTRACTOR ADDRESS: 25 Suffolk Court, Hauppauge, NY 11788

FEDERAL TAX ID #: 112556624

Instructions: Please check the appropriate box ("X") 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 4/22/2019 [date]. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on 5/14/2019 [date]. 6 [state #] proposals were received and evaluated. The evaluation committee consisted of:

John Butler, Robert Buttermilch, Jeff Clark, Madeline Fahey, Megan Fazzolari, John Mastromarino, Eileen O'Donnell

_____ (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

8/7/19

Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.
Compt. form Pers./Prof. Services Contracts Rev. 01/18 3.

NIFA Nassau County Interim Finance Authority

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

1. Vendor: Albrecht, Viggiano, Zureck & Company PC

2. Dollar amount requiring NIFA approval: \$35140

Amount to be encumbered: \$35140

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: Date of Execution plus 3 1 year renewal options

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 % 0

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

Y

If not, will it require a future borrowing?

N

Has the County Legislature approved the borrowing?

N/A

Has NIFA approved the borrowing for this contract?

N/A

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

Obtaining Professional Auditing Services

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

Nassau County Attorney as to form Y

Nassau County Committee and/or Legislature

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

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

Contract ID	Date	Amount

AUTHORIZATION

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

IQURESHI

29-OCT-19

Authenticated User

Date

COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Authenticated User

Date

NIFA

Amount being approved by NIFA:

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

Authenticated User

Date

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

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

NIFA reserves the right to request additional information as needed.



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

YES ☐ NO ☒ 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:
Thomas Ruggiero [TRUGGIERO@AVZ.COM]

Dated: 09/26/2019 01:11:58 PM

Vendor: Albrecht, Viggiano, Zureck & Co., P.C.

Title: Partner

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Robert Quarte
Date of birth: 11/09/1956
Home address: 500 Marseille Path
City: Sayville State/Province/Terr.: NY Zip/Postal: 11782 Country: US
Business Address: 25 Suffolk Court
City: Hauppauge State/Province/Terr.: NY Zip/Postal: 11788 Country: US
Telephone: 6314349500
Other present address(es): _____
City: _____ State/Province/Terr.: _____ Zip/Postal: _____ Country: _____
Telephone: _____
List of other addresses and telephone numbers attached _____
2. Positions held in submitting business and starting date of each (check all applicable)

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	<u>02/01/1998</u>
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	<u>02/01/1998</u>
Vice President	_____		
(Other)	_____		
3. Do you have an equity interest in the business submitting the questionnaire?
YES ☒ NO ☐ If Yes, provide details.

Greater than 10% ownership.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES ☐ NO ☒ 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.

The Company has two affiliates, AVZ Wealth Management LLC and Suffolk Court Associates LLC, but the Company is not controlled by either of those entities.
6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES ☐ NO ☒ If Yes, provide details.

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

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

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

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

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

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

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

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

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

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

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

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

9.

- a. Is there any felony charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Is there any misdemeanor charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Is there any administrative charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response

to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

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

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

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

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

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

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

I, Robert Quarte, 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.

Albrecht, Viggiano, Zureck & Company, P.C.

Name of submitting business

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

Robert Quarte [RQUARTE@AVZ.COM]

Partner

Title

11/05/2019 12:32:46 PM

Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: John Shillingsford
Date of birth: 08/15/1963
Home address: 66 Wintercress Lane
City: E. Northport State/Province/Terr.: NY Zip/Postal: 11731 Country: US
Business Address: 25 Suffolk Court
City: Hauppauge State/Province/Terr.: NY Zip/Postal: 11788 Country: US
Telephone: (631) 434-9500
Other present address(es): _____
City: _____ State/Province/Terr.: _____ Zip/Postal: _____ Country: _____
Telephone: _____
List of other addresses and telephone numbers attached _____

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

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	<u>07/01/2007</u>
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	<u>07/01/2007</u>
Vice President	_____		
(Other)	_____		

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

YES ☒ NO ☐ If Yes, provide details.

Greater than 10% ownership.

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

YES ☐ NO ☒ 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.

The Company has two affiliates, AVZ Wealth Management LLC and Suffolk Court Associates LLC, but the Company is not controlled by either of those entities.

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

YES ☐ NO ☒ If Yes, provide details.

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

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

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

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

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

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

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

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

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

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

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

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

9.

- a. Is there any felony charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- b. Is there any misdemeanor charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- c. Is there any administrative charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response

to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

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

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

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

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

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

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

I, John Shillingsford, 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.

Albrecht, Viggiano, Zureck & Co., P.C.

Name of submitting business

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

John Shillingsford [JSHILLINGSFORD@AVZ.COM]

Partner

Title

11/05/2019 12:31:56 PM

Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Joseph Ferreira
Date of birth: 05/28/1962
Home address: 13 Magnolia Lane
City: Smithtown State/Province/Terr.: NY Zip/Postal: 11787 Country: US
Business Address: 25 Suffolk Court
City: Hauppauge State/Province/Terr.: NY Zip/Postal: 11788 Country: US
Telephone: 6314349500
Other present address(es): _____
City: _____ State/Province/Terr.: _____ Zip/Postal: _____ Country: _____
Telephone: _____
List of other addresses and telephone numbers attached _____

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

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	<u>09/01/2003</u>
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	<u>09/01/2003</u>
Vice President	_____		
(Other)	_____		

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

YES ☒ NO ☐ If Yes, provide details.

Greater than 10% ownership.

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

YES ☐ NO ☒ 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.

The Company has two affiliates, AVZ Wealth Management LLC and Suffolk Court Associates LLC, but the Company is not controlled by either of those entities.

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 checked "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?

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

b. Is there any misdemeanor charge pending against you?

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

c. Is there any administrative charge pending against you?

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

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

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

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

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

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

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

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

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

11. In addition to the information provided, in the past 5 years has any business or organization listed in response

to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

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

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

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

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

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

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

I, Joseph Ferreira , 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.

Albrecht, Viggiano, Zureck & Co., P.C.

Name of submitting business

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

Joseph Ferreira [JFERREIRA@AVZ.COM]

Partner

Title

11/05/2019 02:28:43 PM

Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Charles Mattern
Date of birth: 03/15/1960
Home address: 35 Hobson Avenue
City: St. James State/Province/Terr.: NY Zip/Postal: 11780 Country: US
Business Address: 25 Suffolk Court
City: Hauppauge State/Province/Terr.: NY Zip/Postal: 11788 Country: US
Telephone: (631) 434-9500
Other present address(es): _____
City: _____ State/Province/Terr.: _____ Zip/Postal: _____ Country: _____
Telephone: _____
List of other addresses and telephone numbers attached _____

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

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	<u>09/01/2003</u>
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	<u>09/01/2003</u>
Vice President	_____		
(Other)	_____		

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

YES ☒ NO ☐ If Yes, provide details.

Greater than 10% ownership.

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

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

The Company has two affiliates, AVZ Wealth Management LLC and Suffolk Court Associates LLC, but the Company is not controlled by those entities.

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

Business History Form

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

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

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

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

Date: 11/22/2019

1) Proposer's Legal Name: Albrecht, Viggiano, Zureck & Co., P.C.

2) Address of Place of Business: 25 Suffolk Court

City: Hauppauge State: NY Zip Code: 11788

3) Mailing Address (if different): _____

City: _____ State: _____ Zip Code: _____

Phone: (631) 434-9500

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

4) Dun and Bradstreet number: n/a

5) Federal I.D. Number: 11-2556624

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 Company shares its space with two affiliates, AVZ Wealth Management, a financial services entity, and Suffolk Court Associates LLC, a rental holding company.

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

YES ☒ NO ☐ If yes, please provide details:

The Company's partners control the affiliates by common ownership among the businesses.

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:

The Company has two affiliates, AVZ Wealth Management LLC and Suffolk Court Associates LLC, but the Company is not controlled by either of those entities.

- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES ☐ NO ☒ If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).
- 11) Has the proposer, during the past seven years, been declared bankrupt?
YES ☐ NO ☒ If yes, state date, court jurisdiction, amount of liabilities and amount of assets
- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?

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

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?

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

- 15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

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

- 16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES ☐ NO ☒ If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17 Conflict of Interest:

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

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

No conflict exists

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

No conflict exists

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

No conflict exists

- b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of

interest would not exist for your firm in the future.

The Company uses an Annual Independence form that is completed by all employees of the Company to identify and rectify any conflicts of interest.

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

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

YES ☐ NO ☒

Is the proposer an individual?

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

- i) Date of formation;

07/03/1950

- 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

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

No officers and directors from this company have been attached.

1 File(s) Uploaded

- iv) State of Incorporation (if applicable);

NY

- v) The number of employees in the firm;

70

- vi) Annual revenue of firm;

13500000

- vii) Summary of relevant accomplishments

1 File(s) Uploaded

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

1 File(s) Uploaded

- B. Indicate number of years in business.

69

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

1 File(s) Uploaded

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

Company Town of Oyster Bay
Contact Person Christine Wiss
Address 74 Audrey Avenue
City Oyster Bay State NY
Telephone (516) 624-6458
Fax # (516) 922-8186
E-Mail Address cwiss@oysterbay-ny.gov

Company Town of Hempstead
Contact Person Kevin Conroy
Address One Washington Street
City Hempstead State NY
Telephone (516) 489-5000
Fax # (516) 622-8087
E-Mail Address kconroy@tohmail.org

Company Town of Islip
Contact Person Joseph Ludwig
Address 401 Main Street
City Islip State NY
Telephone (631) 595-3840
Fax # (631) 224-5701
E-Mail Address comptrollersoffice@islipny.gov

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

I, Thomas Ruggiero, 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: Albrecht, Viggiano, Zureck & Co, P.C.

Electronically signed and certified at the date and time indicated by:
Thomas Ruggiero [TRUGGIERO@AVZ.COM]

Partner

Title

11/22/2019 11:43:28 AM

Date

Business History Form Attachment

Question # and Response:

- 7) The Company shares its space with two affiliates, AVZ Wealth Management, a financial services entity, and Suffolk Court Associates LLC, a rental holding company.
- 8) The Company's partners control the affiliates by common ownership among the businesses.
- 9) The Company has two affiliates, AVZ Wealth Management LLC and Suffolk Court Associates LLC, but the Company is not controlled by either of those entities.
- 17) a) and b) The Company has no conflicts of interest with Nassau County Clerk as it pertains to this proposal. The Company uses an Annual Independence form that is completed by all employees of the Company to identify and rectify any conflicts of interest.

A. Attachments to Business History Form information:

i) Date of Formation: 1950

ii)	Davoli, Jeffrey S.	32 Westmoylan Lane	Coram, NY 11727	Greater than 10% Ownership
	Ferreira, Joseph	13 Magnolia Lane	Smithtown, NY 11787	Greater than 10% Ownership
	Kenneth Laks	196 Ballad Circle	Holbrook, NY 11741	0% Ownership
	Lawrence Lucarelli	93 Rumford Road	Kings Park, NY 11754	0% Ownership
	Mattern, Charles	35 Hobson Avenue	St. James, NY 11780	Greater than 10% Ownership
	James O'Connor	107 Saddle Lane	Levittown, NY 11756	0% Ownership
	Posner, Robert	42 Garfield Place	E. Northport, NY 11731	Less than 10% Ownership
	Quarte, Robert	500 Marselle Path	Sayville, NY 11782	Greater than 10% Ownership
	Shillingsford, Jr., John S.	66 Wintercross Lane	E. Northport, NY 11731	Greater than 10% Ownership
	Thomas J. Ruggiero	6 Phoenix Avenue	Port Jefferson Station, NY 11776	0% Ownership

iii) Names and addresses of the Company's officers:

Quarte, Robert	500 Marselle Path	Sayville, NY 11782	President
Davoli, Jeffrey S.	32 Westmoylan Lane	Coram, NY 11727	Secretary/Treasurer

iv) State of Incorporation: New York

v) 70 employees

vi) Annual Revenue of the Firm: \$13,500,000

vii) Summary of relevant accomplishments: AVZ personnel devote a substantial amount of time to professional activities. Our participation provides our professionals with the ability to offer and discuss recent issues and topics on auditing, accounting, and management subjects. Many of our partners, principals, and managers are committee members of various State organizations/societies in New York as well as the State Society of Certified Public Accountants and BKR International. In addition, we are active members in the New York State Conference of Mayors and Municipal Officials (NYCOM), Government Finance Officers Association (GFOA) and members of the New York State Association of School Business Officials (NYSASBO). AVZ professionals compose articles on current business issues and frequently speak on a variety of topics and provide educational seminars, including presentations at GFOA conferences, to clients and other professionals. AVZ professionals are also actively involved in other organizations within their communities.

viii) See attached. AVZ is registered to do business in New York and Florida.

B. AVZ has been in business 69 years.

Business History Form Attachment (continued)

- C. We are the contract accountants for the Suffolk County Tobacco Asset Securitization Corp and have maintained/prepared the general ledger, all supporting accounts, amortization schedules and the financial statements for presentation to the Board of Trustees.

We are the contract accountants for the Nassau County Tobacco Settlement Corp and have prepared the the financial statements for presentation to the Board and auditors for many years.

We are the independent auditors for the Nassau County Industrial Development Agency and perform an audit of the books and records, and assist in the preparation of annual audited financial statements of the Agency.

We are the contract accountants for Nassau County Interim Finance Agency and we prepare the annual financial statements, analyze and review all monthly bank reconciliations and investment accounts, review and analyze the annual adopted budget, and compare annual budgets to actual expenses.

We are the contract accountants for the Town of Oyster Bay and we assist in closing the year-end books and records, and prepare the annual financial statements.

COUNTY OF NASSAU

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

1. Name of the Entity: Albrecht, Viggiano, Zureck & Co., P.C.

Address: 25 Suffolk Court

City: Hauppauge State: NY Zip Code: 11788

2. Entity's Vendor Identification Number: 11-2556624

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

First Name	<u>Jeffrey</u>		
Last Name	<u>Davoli</u>		
MI	_____	Suffix	_____
Address	<u>25 Suffolk Court</u>		
City	<u>Hauppauge</u>	State	<u>NY</u> Zip Code <u>11788</u>
Position	<u>Partner</u>		

First Name	<u>Robert</u>		
Last Name	<u>Quarte</u>		
MI	_____	Suffix	_____
Address	<u>25 Suffolk Court</u>		
City	<u>Hauppauge</u>	State	<u>NY</u> Zip Code <u>11788</u>
Position	<u>Managing Partner</u>		

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.

Jeffrey Davoli 32 Westmoylan Lane, Coram, NY 11727 Joseph Feffera 13 Magnolia Lane, Smithtown, NY 11787 Kenneth Laks 196 Ballad Circle, Holbrook, NY 11741 Lawrence Lucarelli 93 Rumford Road, Kings Park, NY 11754 Charles Mattern 35 Hobson Avenue, St. James, NY 11780 James O'Connor 107 Saddle Lane, Levittown, NY 11756 Robert Posner 42 Garfield Place, E. Northport, NY 11731 Robert Quarte 500 Marseille Path, Sayville, NY 11782 John Shillingsford 66 Wintercross Lane, E. Northport, NY 11731 Thomas Ruggiero 6 Phoenix Avenue, Port Jefferson Station, NY 11776

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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.

AVZ Wealth Management, LLC

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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):

None, there were no lobbyist services utilized.

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

None, there was no lobbying activity

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

None. The partners and firm are not registered as lobbyists.

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

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

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

Thomas Ruggiero [TRUGGIERO@AVZ.COM]

Dated: 10/08/2019 03:42:42 PM

Title: Partner

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

CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of as of the date of execution by the County (the "Effective Date") (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), is entered into by and between (i) Nassau County, a municipal corporation having its principal office at One West Street, Mineola, New York 11501 (the "County"), acting on behalf of the Office of the County Clerk (the "Department"), having its principal office at 240 Old Country Road, Mineola, NY 11501 and (ii) Albrecht, Viggiano, Zurek & Company, PC, a professional corporation, having its principal office at 25 Suffolk Court Hauppauge, New York 11788 (the "Contractor").

WITNESSETH:

WHEREAS, the Nassau County Clerk (the "Clerk") is an office created by the New York State Constitution; and

WHEREAS, the Clerk serves as clerk of the Supreme and County Courts of Nassau County, is responsible for recording documents relating to real property located in Nassau County, maintains the official index of real property ownership, and is a fiduciary collection agent for the County and State; and

WHEREAS, the Clerk is seeking Professional Accounting Services via Agreed Upon Procedures outlined in the Scope of Work to follow

WHEREAS, the Clerk issued RFP# CL0422-1918 on April 22, 2019 to procure the Services (the "RFP") (A copy of the RFP is annexed hereto as Exhibit B); and

WHEREAS, the Contractor submitted a proposal on May 14, 2019 (A copy of the Proposal is annexed hereto as Exhibit C); and

WHEREAS, the Clerk found the Proposal to be responsive to the RFP and awarded a contract to the Contractor on June 7, 2019; and

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

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

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

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

1. Term. This Agreement shall commence on the Effective Date and terminate in a period of one (1) year, unless sooner terminated in accordance with the provisions of this Agreement. The Department may, in its sole discretion, renew this Agreement under the same terms and conditions for three (3) additional one-year periods for a possible total term of four (4) years, subject to the Department's right of early termination as provided for in this Agreement.

2. Services. The services to be provided by the Contractor under this Agreement (the "Services") to the Department shall be performed on an as-needed basis, determined by the Department, and the Services shall be those that are more fully described in "Exhibit A" attached hereto and incorporated herein by reference.

3. Payment. (a) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the Contractor's Services under this Agreement shall not exceed \$35,140 ("Maximum Amount") in any Term of this agreement, and shall be payable in accordance to the rate schedule detailed in "Exhibit A" attached hereto. The rates are inclusive of all expenses and all other costs incidental to the Services to be provided by Contractor under this Agreement, including travel.

The Maximum Amount provided for the above may be increased by amendment in accordance with the terms of this Agreement.

(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 representatives (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) Reimbursement by the Contractor upon Loss of Funding. In addition to any other remedies available to the County, in the event that the County loses funding, including reimbursement, from the State or federal governments for any Services arising out of or in connection with any act or omission of the Contractor or a Contractor Agent (i) the County will have no further obligations to the Contractor under this Agreement and (ii) the Contractor shall pay the County the full amount of lost funds on demand, but not in excess of the amount paid to the Contractor under this Agreement.

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

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

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

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

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

(b) 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.

(c) 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.

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

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

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

(f) 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, 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, or by court ordered subpoena, subpoenas 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.

(g) 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.

(h) Non-Disclosure Agreement (NDA). In furtherance of this Section, all Contractor employees shall execute a nondisclosure agreement provided by the Department prior to commencement of work.

(i) 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. Confidentiality. The Contractor acknowledges and agrees that all information that the Contractor acquires in connection with performance under this Agreement shall be strictly confidential, held in the strictest confidence, used solely for the purpose of performing services to or on behalf of the County, and shall not be disclosed to third parties except (i) as permitted under this Agreement; (ii) with the prior written consent of the County; (iii) upon legal compulsion.

9. Software License Grant. Contractor hereby Grants to County a nonexclusive, perpetual, irrevocable, royalty-free, fully paid-up (monetized) license to the Software (that license, the "License"). The License will become monetized and fully paid upon the completion of the Mature Product Completion Phase as per Appendix B and payment therefore.

10. Warranty. The Contractor warrants and represents that the License, Software and any update or enhancement thereto (hereinafter "Deliverable") do not infringe upon or constitute a misappropriation of any U.S. copyright, trademark, patent, trade secret, or other proprietary right of any third party. In the event of any third party claim against the County in respect of the Deliverables, the Contractor, at its sole option, may (i) obtain the right to use the Deliverables without obligation on the part of the County to the owner of the allegedly infringed intellectual property, (ii) modify the Deliverables without materially diminishing the functionality or performance thereof, to become non-infringing at the Contractor's sole cost and expense, or (iii) require that the County discontinue the use of infringing Deliverables and refund to the County all amounts paid to the Contractor in respect of the infringing Deliverable, less a reasonable amount for the use thereof. The actions that the Contractor may take in accordance with the immediately preceding sentence shall not be deemed to limit the County's rights under that Agreement. Notwithstanding the foregoing, the Contractor shall have no liability for any third party claim of infringement based on (i) a modified version of any Deliverable to the extent modifications were made without the Contractor's approval; (ii) the use of the Deliverable in connection with another product or service (the combination of which causes the infringement) if the Contractor did not approve of such use, or (iii) the Contractor's compliance with the Contractor's specific instructions.

11. Patent / Copyright Claims. (a) Contractor shall indemnify, defend and hold the County harmless

against any and all liabilities, losses, costs, expenses (including reasonable attorney's fees and disbursements) and damages ("Losses") arising out of or in connection with any claim for any infringement by the Contractor of any copyright, trade secrets, trademark or patent rights or arising out of or in connection with any breach of warranty by the Contractor, including but not limited to the Warranty described in Paragraph 10 above. As a condition to the foregoing indemnity obligation, the County shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at the Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of the Contractor. The Contractor shall indemnify and hold the County harmless regardless of whether or not the infringement arises in the course of delivering Services under this Agreement; (b) In addition to the foregoing, if the use of any Deliverable(s), item(s) or part(s) thereof shall be enjoined for any reason or if the Contractor believes that it may be enjoined, the Contractor shall have the right, at its own expense, to take action in the following order of precedence: (i) to procure for the County the right to continue using such Deliverable(s), item(s) or part(s) thereof, as applicable; (ii) to modify the Deliverable(s), item(s) or part(s) so that it becomes non-infringing and of at least equal quality and performance; or (iii) to replace said Deliverable(s), item(s) or part(s) thereof, as applicable, with non-infringing Deliverable(s), item(s) or part(s) of at least equal quality and performance; or (iv) if none of the foregoing is commercially reasonable, provide monetary compensation to the County up to the dollar amount of the aggregate consideration paid to the Contractor under this Agreement; (v) the preceding remedies are in addition to and not in lieu of the Contractor's obligation to indemnify and defend the County; (vi) time is of the essence with respect to every provision of this Agreement in which time of performance is a factor; (vii) The foregoing provisions shall not apply to any infringement occasioned by modification by the County that is (i) not contemplated by the Contractor; or (ii) made without the Contractor's approval; (d) In the event that an action at law or equity is commenced against the County arising out of a claim that the County's use of a deliverable, item or part under this Agreement infringes any patent, copyright or proprietary right and the Contractor is of the opinion that the allegations in such action in whole or in part are not covered by the indemnification and defense provisions set forth in this Agreement, the Contractor shall immediately notify the County in writing and shall specify to what extent the Contractor believes it is obligated to defend and indemnify under the terms and conditions of this Agreement. The Contractor shall in such event protect the interests of the County and secure a continuance to permit the County to appear and defend its interests in cooperation with the Contractor as is appropriate, including any jurisdictional defenses the County may have; and (e) The provisions of this Section shall survive termination of the Agreement.

12. **Right to Works/Intellectual Property Rights.** (a) The Department shall maintain ownership of all data used in the Software and / or System. (b) Except as noted in Subsection (c) below, upon execution of this Agreement, any reports, documents, data, designs, drawings, photographs and/or any other material or information provided by the County or compiled by the Contractor for the County pursuant to this Agreement shall remain exclusive property of the County. (c) The completed project deliverables as well as all working material shall become the sole property of the County. The Contractor shall not sell or distribute any of these County project deliverables in whole or in part to any third parties. The Contractor, with the expressed written permission of the County, may be allowed to use limited examples of the completed work for marketing or other uses. (d) **Contractor Property or Works.** Unless otherwise agreed upon between the parties, Contractor retains all right, title and interest, including all copyrights, patent rights and trade secret rights, in any pre-existing Contractor property or work, including all intellectual property interests therein, that is included in the training program, except solely the specific modifications made by the County, which modifications shall be owned by the County.

13. **Works Made for Hire.** The Contractor acknowledges that all of the Contractor's works of authorship, and/or other materials created pursuant to this Agreement are works made for hire and the property of the County, including any copyrights, patents, or other intellectual property rights pertaining thereto. If it is determined that any such works are not works made for hire, the Contractor hereby assigns to the County all of the Contractor's right, title, and interest, including all rights of copyright, patent, and other intellectual property rights, to or in such the Contractor works.

14. **Indemnification; Defense; Cooperation.** (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor

or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation, or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

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

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

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

15. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage; (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than three million dollars (\$3,000,000.00) per claim and three million dollars (\$3,000,000.00) in the aggregate; (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law; and (iv) such additional insurance as the County may from time to time specify.

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

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

16. 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.

(a) If the County provides consent, the Contractor must identify each subcontractor by name,

business address and expertise, a full resume of the proposed person and must include the name(s) of the principal(s) of the subcontracting entity. The Contractor must provide a full description of the services to be provided by the Contractor.

17. Subcontracting.

(a) The Contractor shall only subcontract work in conformance with Section 16 of this Agreement.

(b) The Contractor is and shall remain primarily liable for the successful completion of all work in accordance with this Agreement. The Contractor shall be primarily liable even when using subcontractors, independent contractors, consortiums or partners to perform some or all of the work contemplated by this Agreement, and regardless of whether the use of such partners or subcontractors have been approved by the County.

(c) Nothing contained in this Agreement or otherwise shall create any contractual relation between the County and any subcontractors. The Contractor agrees to be as fully responsible to the County for the direct and indirect acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor and shall indemnify and hold harmless the County for any and all acts and / or omissions of their Contractor Agents, subcontractors, independent contractors, consortiums, or partners.

(d) The Contractor's obligation to pay its subcontractors is an independent obligation from the County's obligation to make payments to the Contractor. As a result, the County shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

(e) 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.

(f) The Contractor Agents will be required to provide the County with an Owner and Management Disclosure.

17. 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.

(v) 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.

(d) Accounting Upon Termination: (i) Within sixty (60) days of the termination of this Agreement, the Contractor shall provide the Department with a complete accounting up to the date of termination of all monies received from the County and shall immediately refund to the County any unexpended balance remaining as of the time of termination.

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

19. 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.

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

21. 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.

Incorporation by Reference. The RFP and Proposal are hereby incorporated into this Agreement by reference and are attached hereto as Exhibit B and Appendix C respectively.

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

23. 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.

24. 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.

25. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of Fifty Hundred and Thirty-Three (\$533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

26. Force Majeure: Whenever performance by either party of any of their respective obligations is substantially prevented by reason of any act of God, other industrial or transportation disturbance, fire, floods, riots, acts of enemies, national emergencies or by any other cause not within the reasonable control of such party and not occasioned by its negligence, then such performance shall be excused and the performance of such obligations under this Agreement shall be suspended for the duration of such prevention and for a reasonable time thereafter.

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


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

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for

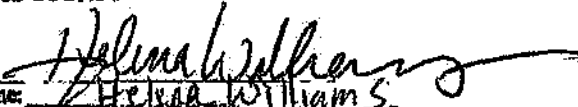
this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

28. 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.

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

By: 
Name: Thomas J. Ruggiero, CPA
Title: Partner
Date: 2/15/2019

NASSAU COUNTY

By: 
Name: Helina Williams
Title: Deputy County Executive
Date: 4/7/20

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK
COUNTY OF NASSAU

On the 5th day of August in the year 2019 before me personally came
Thomas J. Ruggiero 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
Albion Vignaro L.L.P.C., the corporation described herein and which executed the above
instrument; and that he or she signed his or her name thereto by authority of the board of directors of said
corporation.

NOTARY PUBLIC

FRANK E. HOWELL
Notary Public, State of New York
No. 4571174
Qualified in Suffolk County
Commission Expires Sept. 2, 2022

STATE OF NEW YORK
COUNTY OF NASSAU

On the 7 day of April in the year 2019 before me personally came
Helen Walker to me personally known, who, being by me duly sworn, did depose and say that
he or she resides in the County of Nassau; that he or she is a 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

[Signature]

LAURA J. VIGLIOTTI
NOTARY PUBLIC STATE OF NEW YORK
LIC. #01V18190782
COMM. EXP. 08/04/2022
COMMISSIONED IN NASS COUNTY

Exhibit A

Statement of Work & Fee Schedule

Statement of Work

- **Determine that written policies and procedures exist and are current regarding the processing and accounting of cash receipts and disbursements of funds.**
- **Determine if proper segregation of duties exists over the processing of cash receipts and disbursement of funds and proper management oversight exists over the processing of transactions.**
- **Select a sample of cash receipts to ensure daily amounts were deposited to the bank timely and properly recorded to the general ledger. Determine how any discrepancies including dishonored checks were resolved.**
- **Select a sample of cash disbursements to ensure transactions were properly authorized, disbursed and recorded to the general ledger. Determine how any discrepancies were resolved.**
- **Select a sample of credit card transactions and determine amounts are properly accounted for and supported by underlying transactions.**
- **Determine that bank reconciliations are performed timely and that a process exists to review and dispose of uncleared transactions.**
- **Determine that daily, monthly and annual reporting appears appropriate for the intended purpose and these reports are supported by underlying books and records.**
- **Review of Bank Reconciliations and approval.**
- **Review of Holds & Apportionments.**
- **Review of check collection and write off process.**
- **Review of prepaid accounts.**
- **Testing of all month end & biweekly reports to verify correctness of amounts and correctness of disbursements to intended recipients.**
- **Review of Quarterly & Annual reports for correctness.**
- **Select a sample of credit card transactions and perform the following:**
 - **Determine if each transaction was properly cashiered**

- Trace each transaction back to the third-party vendor and note any discrepancies
- Determine whether credit / debit card payment transactions comply with all current laws and regulations
- Review of NYSCF credit card credits to the bank v cashing of same
- Determine if the proper credit card reconciliations exist and if they are performed in a timely manner.

Fee Schedule

-Not to exceed \$35,140

<u>Classification</u>	<u>Standard Hourly Rate</u>
Partner	\$385-\$405
Principal	\$310-\$320
Manager	\$210-\$305
Government Services Specialist	\$190
Supervisor	\$175-\$210
Senior Staff	\$155-\$215
Semi-senior	\$125-\$135
Staff	\$110-\$145
Support Staff	\$100

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, upgrading's, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgrading's, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

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

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

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified MWBEs") 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 MWBEs and the requirement that Subcontractors must be equal opportunity employers.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any

other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract; (ii) a bidder in connection with the award of a County Contract; or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

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

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

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

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

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

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

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

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

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

Appendix L
Certificate of Compliance

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

1. The chief executive officer of the Contractor is:

Robert T. Quarte (Name)
25 Suffolk Court, Hauppauge, NY 11742 (Address)
631-434-9500 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Contractor establishes to the satisfaction of the Department that at the time of execution of this Agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor.

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

N/A

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

 N/A

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

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

8-5-19
Dated _____

Robert T. Quarte
Signature of Chief Executive Officer

Robert T. Quarte
Name of Chief Executive Officer

Sworn to before me this

5th day of August, 2019
Anne E. Howell
Notary Public

ANNE E. HOWELL
Notary Public, State of New York
No. 4271174
Qualified in Suffolk County
Commission Expires Sept. 8, 2022



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/27/19

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

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

PRODUCER
Aon Risk Services, Inc. of Florida
1001 Brickell Bay Drive, Suite #1100
Miami, FL 33131-4637

CONTACT NAME: Aon Risk Services, Inc. of Florida

PHONE: 800-543-5130

FAX: 1-800-522-7514

EMAIL: ADP.CO.Center@aon.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: New Hampshire Ins Co

23841

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED
ADP TotalSource CO, Inc.
10000 Sunset Drive
Miami, FL 33173
LIC#
Albrecht, Vigliani, Zurek & Company, P.C.
2200000000
Hempstead, NY 11789

COVERAGES

CERTIFICATE NUMBER: z811889

REVISION NUMBER:

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

TYPE OF INSURANCE	APPLICABLE	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
COMMERCIAL GENERAL LIABILITY					
<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
					DAMAGE TO RENTED PREMISES (per occurrence) \$
					MED EXP (any one person) \$
					PERSONAL & ADVERTISING \$
					GENERAL AGGREGATE \$
					PRODUCTS - COMPOUND AGG \$
					\$
AUTOMOBILE LIABILITY					
<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS, NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (EA accident) \$
<input type="checkbox"/> HIRED AUTOS ONLY					BODILY INJURY (per person) \$
					BODILY INJURY (per accident) \$
					PROPERTY DAMAGE (per accident) \$
					\$
UMBRELLA LIAB. <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE \$
DEQ <input type="checkbox"/> RETENTION \$					AGGREGATE \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WC 000388714 NY	07/01/19	07/01/20	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NY) (If yes, describe below)	N/A				E1. EACH ACCIDENT \$ Unlimited
					E1. DISEASE - EA EMPLOYEE \$ Unlimited
					E1. DISEASE - POLICY LIMIT \$ Unlimited

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
All worldwide employees working for ALBRECHT, VIGLIANI, ZUREK & COMPANY, P.C., paid under ADP TOTALSOURCE, INC.'s payroll, are covered under this above stated policy.

CERTIFICATE HOLDER

Nassau County
Office of County Clerk
240 Old Country Road
Great Neck, NY 11001


CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services, Inc. of Florida

© 1988-2018 ACORD CORPORATION. All rights reserved.

CERTIFICATE OF PROFESSIONAL LIABILITY INSURANCE					DATE: 08/27/2019	
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY. CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER.</p> <p>THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY LISTED BELOW.</p>						
NAMED INSURED: Albrecht Viggiano Zureck & Co PC 25 Suffolk Court Hauppauge, NY 11788				CERTIFICATE HOLDER: Nassau County Office of County Clerk 240 Old Country Road Mineola, NY 11501-4249		
<p>IF THE DESCRIBED POLICY IS CANCELLED BEFORE ITS EXPIRATION DATE CPA MUTUAL INSURANCE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON CPA MUTUAL INSURANCE, ITS AGENTS OR REPRESENTATIVES COVERAGES.</p>						
<p>THE POLICY OF INSURANCE LISTED BELOW HAS 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 POLICY DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICY. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>						
TYPE OF INSURANCE:	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	RETROACTIVE DATE	LIMIT OF LIABILITY	
ACCOUNTANTS PROFESSIONAL LIABILITY INSURANCE	APLP10238-ST	8/8/2019	8/8/2020	6/9/1986	EACH CLAIM	\$4,000,000
LIABILITY					AGGREGATE	\$4,000,000
CLAIMS MADE						
DEDUCTIBLE:		\$100,000				
AGGREGATE						
ENDORSEMENTS SHOWN UNDER ITEM 8 OF THE DECLARATION AT INCEPTION:						
AGENCY OFFICE LOCATED:						
CPA MUTUAL INSURANCE 4923 NW 43 St, Ste C, Gainesville, FL 32606				 AUTHORIZED REPRESENTATIVE CPA MUTUAL INS. COMPANY OF AMERICA, INC.		

Client#: 42150

ALBRY

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/03/2019

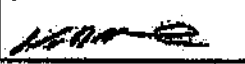
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IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.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

PRODUCER Bradley & Parker, Inc. C/L 320 South Service Road Melville, NY 11747 631 881-7600	CONTACT PHONE 631 881-7600 FAX 631 881-7681 E-MAIL ADDRESS
INSURED Albrecht, Viggiano, Zureck & Co. PC 25 Suffolk Court Hauppauge, NY 11788	INSURER(S) AFFORDING COVERAGE INSURER A: Twin City Fire Insurance Co. - Hartford INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGE	CERTIFICATE NUMBER	REVISION NUMBER																				
<p>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.</p> <table border="1"> <thead> <tr> <th>TYPE OF INSURANCE</th> <th>POLICY NUMBER</th> <th>POLICY EFF. DATE (MM/DD/YYYY)</th> <th>POLICY EXP. DATE (MM/DD/YYYY)</th> <th>LIMITS</th> </tr> </thead> <tbody> <tr> <td> <p>A. COMMERCIAL GENERAL LIABILITY</p> <p><input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR</p> <p>GEN'L AGGREGATE LIMIT APPLIES PER:</p> <p><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC</p> <p>OTHER:</p> </td> <td>12SBAAB7235</td> <td>01/02/2019</td> <td>01/02/2020</td> <td> <p>EACH OCCURRENCE \$1,000,000</p> <p>DAMAGE TO RENTED PREMISES (Per occurrence) \$1,000,000</p> <p>MED. EXP. (Any one person) \$10,000</p> <p>PERSONAL & ADVERTISING \$1,000,000</p> <p>GENERAL AGGREGATE \$2,000,000</p> <p>PRODUCTS - COMPOUND AGG \$2,000,000</p> </td> </tr> <tr> <td> <p>A. AUTOMOBILE LIABILITY</p> <p><input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS, NON-OWNED AUTOS ONLY</p> <p><input checked="" type="checkbox"/> HIRE AUTOS ONLY <input checked="" type="checkbox"/></p> </td> <td>12SBAAB7235</td> <td>01/02/2019</td> <td>01/02/2020</td> <td> <p>COMBINED SINGLE LIMIT (Per accident) \$1,000,000</p> <p>BODILY INJURY (Per person) \$</p> <p>BODILY INJURY (Per accident) \$</p> <p>PROPERTY DAMAGE (Per accident) \$</p> </td> </tr> <tr> <td> <p>A. UMBRELLA LIAB.</p> <p><input checked="" type="checkbox"/> EXCESS LIAB. <input checked="" type="checkbox"/> OCCUR CLAIMS-MADE</p> <p>DED. <input checked="" type="checkbox"/> RETENTION \$10,000</p> <p>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY, CIVIL RIGHTS, DISCRIMINATION, SEXUAL HARASSMENT, ETC. (See policy for details)</p> <p>Y/N <input type="checkbox"/> N/A</p> <p>DESCRIPTION OF OPERATIONS below</p> </td> <td>12SBAAB7235</td> <td>01/02/2019</td> <td>01/02/2020</td> <td> <p>EACH OCCURRENCE \$5,000,000</p> <p>AGGREGATE \$5,000,000</p> <p>PER ACCIDENT \$</p> <p>OTH. \$</p> <p>E.L. EACH ACCIDENT \$</p> <p>E.L. DISEASE - EA EMPLOYEE \$</p> <p>E.L. DISEASE - POLICY LIMIT \$</p> </td> </tr> </tbody> </table>	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS	<p>A. COMMERCIAL GENERAL LIABILITY</p> <p><input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR</p> <p>GEN'L AGGREGATE LIMIT APPLIES PER:</p> <p><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC</p> <p>OTHER:</p>	12SBAAB7235	01/02/2019	01/02/2020	<p>EACH OCCURRENCE \$1,000,000</p> <p>DAMAGE TO RENTED PREMISES (Per occurrence) \$1,000,000</p> <p>MED. EXP. (Any one person) \$10,000</p> <p>PERSONAL & ADVERTISING \$1,000,000</p> <p>GENERAL AGGREGATE \$2,000,000</p> <p>PRODUCTS - COMPOUND AGG \$2,000,000</p>	<p>A. AUTOMOBILE LIABILITY</p> <p><input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS, NON-OWNED AUTOS ONLY</p> <p><input checked="" type="checkbox"/> HIRE AUTOS ONLY <input checked="" type="checkbox"/></p>	12SBAAB7235	01/02/2019	01/02/2020	<p>COMBINED SINGLE LIMIT (Per accident) \$1,000,000</p> <p>BODILY INJURY (Per person) \$</p> <p>BODILY INJURY (Per accident) \$</p> <p>PROPERTY DAMAGE (Per accident) \$</p>	<p>A. UMBRELLA LIAB.</p> <p><input checked="" type="checkbox"/> EXCESS LIAB. <input checked="" type="checkbox"/> OCCUR CLAIMS-MADE</p> <p>DED. <input checked="" type="checkbox"/> RETENTION \$10,000</p> <p>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY, CIVIL RIGHTS, DISCRIMINATION, SEXUAL HARASSMENT, ETC. (See policy for details)</p> <p>Y/N <input type="checkbox"/> N/A</p> <p>DESCRIPTION OF OPERATIONS below</p>	12SBAAB7235	01/02/2019	01/02/2020	<p>EACH OCCURRENCE \$5,000,000</p> <p>AGGREGATE \$5,000,000</p> <p>PER ACCIDENT \$</p> <p>OTH. \$</p> <p>E.L. EACH ACCIDENT \$</p> <p>E.L. DISEASE - EA EMPLOYEE \$</p> <p>E.L. DISEASE - POLICY LIMIT \$</p>		
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 439, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is included as additional insured as required by written contract with respect to the operations of the named insured

CERTIFICATE HOLDER Nassau County Office of County Clerk 240 Old Country Road Mineola, NY 11501	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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**QUALIFICATIONS STATEMENT FOR
AGREED-UPON PROCEDURES
FOR THE
NASSAU COUNTY OFFICE OF
COUNTY CLERK**

January 24, 2019

Albrecht, Viggiano, Zureck & Company, P.C.

Long Island Office

25 Suffolk Court
Hauppauge, New York 11788
Telephone Number: (631) 434-9500
Fax Number: (631) 434-9518

New York City Office

245 Park Avenue 39th Floor
New York, NY 10167

Persons to Contact:

Thomas J. Ruggiero, CPA, Partner
E-mail - truggiero@avz.com

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Exhibit C - Peer Review Report	
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CERTIFIED PUBLIC ACCOUNTANTS

January 24, 2019

Mr. John P. Butler, MBA
Fiscal Officer
Nassau County Office of County Clerk
240 Old Country Road
Mineola, New York 11501

Dear Mr. Butler:

We are pleased to have this opportunity to provide our qualifications for Agreed-Upon Procedures for the Nassau County Office of County Clerk as well as the fees we propose for this engagement.

Albrecht, Viggiano, Zureck & Company, P.C. ("AVZ") (EIN 11-2556624) is committed to governmental and not-for-profit accounting, auditing and consulting. Some time ago, we recognized that our governmental and nonprofit clients could operate more efficiently with some highly specialized accounting and management advice. We created a team of accounting experts within the Firm who specialize in these services. Through professional training and practical experience, we developed considerable expertise in all facets of governmental and not-for-profit reporting.

Our consultants and governmental specialists add value to all the services you receive. You can expect the people in our governmental services division to work closely with you throughout each phase of an assignment. We will meet with administrative and elected officials, attend planning sessions when necessary and be present at public meetings to offer technical advice and support. We will keep you informed of current trends, legislation and legal requirements so that your organization can take full advantage of the benefits it deserves.

We recognize the need for communication during an engagement to resolve promptly any issues before the completion of the Agreed-Upon Procedures. Accordingly, we will provide progress reports to the Nassau County Office of County Clerk outlining the progress to date and any concerns which have come to our attention which would have an impact on the Agreed-Upon Procedures.

BEYOND THE NUMBERS..

ALBRECHT, VIGGIANO, ZURECK & COMPANY, P.C.

245 PARK AVENUE, 39TH FLOOR
NEW YORK, NY 10167
T: 212.792.4075

25 SUFFOLK COURT
HAUPPAUGE, NY 11788-3715
T: 631.434.9500 F: 631.434.9516

WWW.AVZ.COM
INDEPENDENT MEMBER OF BDO NY/NJ/CT/PA

AVZ Agreed-Upon Procedures Proposal
Nassau County Office of County Clerk
January 24, 2019
Page 2

The Nassau County Office of County Clerk would represent less than 1% of our total fees. While we are not economically dependent on any one of our clients, the Nassau County Office of County Clerk would be a very important client to our Firm, particularly among our other governmental clients. Because we currently handle many governmental clients, we have the qualified personnel to staff this engagement. Accordingly, we will deliver to the Nassau County Office of County Clerk quality service in a timely manner.

Our fee proposal is a firm and irrevocable offer for ninety days from the date of this letter. Should the estimate of time be insufficient, we will discuss this with you prior to performing the service.

We believe that our ten-partner, Nassau-Suffolk-New York City Firm, with a professional staff the size of ours, is particularly best suited to render the highest degree of professional services to you. We would be pleased to be selected to perform Management Consulting and Agreed-Upon Procedures and to have the opportunity to work with you in a long and pleasant relationship.

Should you have any questions regarding the accompanying proposal or require any clarifications, please feel free to contact us.

Very truly yours,



Thomas J. Buggiero, CPA for
Albrecht, Viggiano, Zureck & Company, P.C.

PART I - QUALIFICATIONS

FIRM BACKGROUND AND QUALIFICATIONS

An Overview of the Firm

AVZ is one of the largest public accounting and consulting firms practicing on Long Island. Currently we consist of approximately 75 professional staff, including ten partners. We provide a wide range of financial, accounting, auditing, tax and consulting services to a variety of businesses and industries. Located in Hauppauge, New York, and New York City, AVZ serves a myriad of clients, primarily on Long Island, and has been doing so for over 65 years.

Our mission is to provide quality auditing, accounting, tax and management consulting services on a timely and cost-effective basis and to give our clients the opportunity to take full advantage of all our partners' talents and areas of expertise. We consider ourselves to be a partner in growth for privately held businesses, governmental entities and not-for-profit organizations. AVZ is different because we look upon each assignment as a unique opportunity to provide each individual client the guidance to become more efficient and productive.

AVZ is a member of BKR International. Not only are we Long Island and New York City-based, we are world-connected through our membership in BKR, a large, global affiliation of independent accounting firms. This extensive resource means we can offer accounting and consulting services in more than 100 major cities on six continents. We are active participants in BKR's Governmental Accounting and Audit Committee, which brings to us the extensive experience of other BKR members in governmental accounting and auditing.

Government and Not-for-Profit Services

Governmental and not-for-profit accounting, audit and consulting services constitutes a significant industry specialization for AVZ. A list of some of our governmental and not-for-profit clients (see Exhibit A) shows a broad range of experience in this area. We have included a list of individuals from our governmental clients most similar to yours as references (see Exhibit D). We invite you to contact any of these clients regarding our competence and ability to work with people and completing jobs in a timely fashion. Due to the size of our local governmental accounting and auditing staff, and our extensive experience, we do not anticipate any time constraints or any issue in delivering services to the Nassau County Office of County Clerk in a timely fashion.

VENDOR PROFILE (continued)

Professional and Other Activities

AVZ personnel devote a substantial amount of time to professional activities. Our participation provides our professionals with the ability to offer and discuss recent issues and topics on auditing, accounting, and management subjects. Many of our partners and managers are committee members of various State organizations/ecolates in New York as well as the State Society of Certified Public Accountants and BKR International. In addition, we are active members in the New York State Conference of Mayors and Municipal Officials (NYCOM), Government Finance Officers Association (GFOA), and members of the New York State Association of School Business Officials (NYSASBO).

AVZ professionals compose articles on current business issues and frequently speak on a variety of topics and provide educational seminars to clients and other professionals.

AVZ professionals are also actively involved in other organizations within their communities.

Licenses to Practice in the State Of New York

AVZ is a public accounting firm registered to practice in the State of New York. All AVZ partners, managers, supervisors as well as all key persons assigned to this engagement are licensed certified public accountants.

The current partners of AVZ are as follows:

Jeffrey Davoli, CPA	John Stillingsford, CPA
Kenneth Lake, CPA	Joseph Farsella, CPA
Charles Matern, CPA	Lawrence Lucarelli, CPA
James O'Connor	Robert Roemer, CPA
Robert Quarta, CPA (Managing Partner)	Thomas J. Ruggiero, CPA

Quality Control

AVZ has an established quality control program, which includes procedures to provide assurance that the audits we perform for governmental entities and not-for-profit organizations are conducted following auditing standards generally accepted in the United States of America and *Government Auditing Standards*, issued by the Comptroller General of the United States of America. This program includes participation in the American Institute of Certified Public Accountants (AICPA) tri-annual peer review process, an internal inspection program and an internal quality assurance program which is an integral part of each engagement. This internal quality control program for each engagement provides for certain required reviews at the senior staff level, at the manager level, at the partner/principal level, and finally by a partner who is not involved with the day-to-day engagement matters.

VENDOR PROFILE (continued)

Quality Control (continued)

AVZ's devotion to providing quality service and meeting the very highest standards is evidenced by our membership in the AICPA. As a member in the AICPA, we must regularly submit to an intensive peer review for which we have consistently received exceptional reports. AVZ's latest report (see Exhibit C), which was issued in November 2017, was unqualified with no letter of comments.

Training and Professional Development

At AVZ, we constantly provide training for our professionals. All AVZ professional personnel have completed the continuing professional education requirements as set forth by the AICPA, New York State and under *Government Auditing Standards*, issued by the Comptroller General of the United States of America which requires special training in governmental accounting and auditing.

Governmental Audit Quality Center

AVZ is a member in good standing in the AICPA Governmental Audit Quality Center. Membership in this Organization demonstrates AVZ's ongoing commitment to audit quality in the critical area of governmental audits, including those performed under *Government Auditing Standards*, issued by the Comptroller General of the United States, and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Equal Employment Opportunity Policy

The policy of Albrecht, Viggiano, Zureck & Company, P.C. is to apply recruiting, hiring, promotion, compensation, and professional development practices without regard to race, religion, color, national origin, sex or age. Furthermore, each employee is responsible for helping Albrecht, Viggiano, Zureck & Company, P. C. maintain a climate that provides equal opportunity for all.

SCOPE OF SERVICES

We will perform the following Agreed-Upon Procedures:

1. Determine that written policies and procedures exist and are current regarding the processing and accounting of cash receipts and disbursements of funds.
2. Determine if proper segregation of duties exists over the processing of cash receipts and disbursement of funds and proper management oversight exists over the processing of transactions.
3. Select a sample of cash receipts to ensure daily amounts were deposited to the bank timely and properly recorded to the general ledger. Determine how any discrepancies including dishonored checks were resolved.
4. Select a sample of cash disbursements to ensure transactions were properly authorized, disbursed and recorded to the general ledger. Determine how any discrepancies were resolved.
5. Select a sample of credit card transactions and determine amounts are properly accounted for and supported by underlying transactions.
6. Determine that bank reconciliations are performed timely and that a process exists to review and dispose of uncleared transactions.
7. Determine that daily, monthly and annual reporting appears appropriate for the intended purpose and these reports are supported by underlying books and records.

TEAM COMPOSITION

Several of our partners together with our managers, supervisors and professional staff devote significant time to our governmental clients. We have found it a good practice to have continuity of personnel on engagements so that we can become completely familiar with your account and be more responsive to your needs.

The key person of our Firm who we anticipate working on this engagement is as follows:

Thomas J. Ruggiero, CPA – Partner – Mr. Ruggiero would be the primary contact on this engagement. Responsibilities would include planning, supervision, and coordination of all engagement activities and consultation with Nassau County Office of County Clerk personnel. Mr. Ruggiero is licensed to practice as a Certified Public Accountant in the State of New York. Mr. Ruggiero has received the required continuing professional education.

Resume of the above individual is presented in Exhibit B. We will utilize managers, supervisors, senior staff, and staff accountants as deemed necessary. All of the staff assigned to this engagement will be properly trained and their experience will be commensurate with their responsibilities. Upon acceptance of this proposal, and preliminary scheduling, we will provide to you, at your request, resumes of the other members assigned to the audit team. Please note that AVZ believes strongly in maintaining the same personnel on each engagement. We will attempt to always do so.

OTHER

Insurance

Proof of professional and general liability insurance, as well as workers' compensation will be provided at your request.

Conflicts of Interests

We are not aware of any conflicts or potential conflicts of interest that we may have in providing any services in the performance of this contract.

Subcontracting

We do not intend to subcontract any of the work covered within the scope of this proposal.

OTHER (continued)

Disciplinary Action

There have been no disciplinary actions for violations of ethics or misconduct against the firm.

Malpractice

The following malpractice actions have been filed against our firm:

Village of Freeport: This action, pending in New York State Supreme Court, Nassau County, was brought by a municipality for which AVZ provided certain attest and non-attest services. The Village alleges that its financial statements for the year ended February 28, 2013, which AVZ audited, understated the Village's liabilities and that, the Village suffered unspecified financial damages. AVZ has thoroughly investigated the Village's allegations and denies any errors with respect to its audit and other services or that it caused the Village to suffer any financial damages. The case is in the early stages of document discovery.

Radio Plaza: In this case, which is pending in New York State Supreme Court, Suffolk County, plaintiffs allege that they were given erroneous tax advice in connection with the purchase and installation of a solar panel array. AVZ was never engaged by the plaintiffs to provide such advice and that, in any event, believes that the plaintiffs did not rely on any information they may have received from AVZ. Discovery has recently commenced in this case and AVZ has denied giving any erroneous advice or causing plaintiffs to suffer any damages.

PART II - COST PROPOSAL

Albrecht, Viggiano, Zureck & Company, P.C. always attempts to maintain our fees at a reasonable amount as possible commensurate with our policy of rendering top professional services. We assure you that we shall always continue to do so.

Our fees for the services listed below are based on the number of hours required to complete our engagement and our standard hourly rates in effect at the time the services are rendered inclusive of out-of-pocket costs (such as report production, typing, postage, travel, copies, telephone, etc.). Our standard hourly rates are revised at least annually. Our standard hourly rates vary by the degree of responsibility involved and the experience level of the personnel assigned to the engagement.

Our standard hourly billing rates for each staff classification is as follows:

<u>Classification</u>	<u>Standard Hourly Rate</u>
Partner	\$385-\$405
Principal	\$310-\$320
Manager	\$210-\$305
Government Services Specialist	\$190
Supervisor	\$175-\$210
Senior Staff	\$155-\$215
Semi-senior	\$125-\$135
Staff	\$110-\$145
Support Staff	\$100

Accordingly, we propose our fee estimate for the services described in Part I, Qualifications to be \$95,000 with approximately 190 hours to be incurred.

AVZ Agreed-Upon Procedures Proposal
Nassau County Office of County Clerk
January 24, 2019
Page 10

PART II - COST PROPOSAL (continued)

Our invoices are prepared monthly as work progresses and payment is due 30 days after an invoice is rendered to you. We reserve the right to suspend work on your account if any invoice is more than 30 days past due.

Our time records are maintained on detailed computerized ledger sheets and are available for inspection. Our fee proposal represents a discount from our standard hourly rates as the estimated hours that we plan are more than our fee proposal indicates. However, we assure you that these hours will be devoted to the Nassau County Office of County Clerk which we feel further demonstrates our commitment to governmental accounting and auditing.

Please note that our fee estimate will be based on anticipated cooperation from your personnel, the assumption that unexpected circumstances will not be encountered and that your books and records are in good order and reconciled properly.

Should you have any questions on the accompanying proposal, please do not hesitate to contact us. We would be happy to meet you at any time to discuss this proposal further.

EXHIBIT A
ALBRECHT VIGGIANO ZURECK & COMPANY P.C.
 Partial List of Governmental, School Districts & Not-for-Profit
 Clients

COUNTY

County of Nassau
 Mineola, NY

TOWNS

Town of Babylon
 Lindenhurst, NY

Town of Brookhaven
 Farmingville, NY

Town of Hempstead
 Hempstead, NY

Town of Islip
 Islip, NY

Town of Oyster Bay
 Oyster Bay, NY

Town of Shelter Island
 Shelter Island, NY

Town of Smithtown
 Smithtown, NY

Town of Southold
 Southold, NY

CITY

City of Long Beach
 Long Beach, NY

VILLAGES

Village of Bellport
 Bellport, NY

Village of Garden City
 Garden City, NY

Village of Lake Success
 Lake Success, NY

Village of Manhasset
 Port Washington, NY

Village of Ocean Beach
 Ocean Beach, NY

Village of Old Westbury
 Old Westbury, NY

Village of Stewart Manor
 Stewart Manor, NY

Village of Valley Stream
 Valley Stream, NY

WATER DISTRICTS

Albertson Water District
 Albertson, NY

Bethpage Water District
 Bethpage, NY

Olewood Water District
 Roslyn, NY

Jericho Water District
 Jericho, NY

Oyster Bay Water District
 Oyster Bay, NY

Pleasantview Water District
 Pleasantview, NY

South Farmingdale Water District
 South Farmingdale, NY

South Huntington Water District
 South Huntington, NY

West Hempstead Water District
 West Hempstead, NY

SEWER DISTRICTS

Oyster Bay Sewer District
 Oyster Bay, NY

**FIRE DISTRICTS AND
 DEPARTMENTS**

Albertson Fire Company
 Albertson, NY

Bay Shore Fire Department
 Bay Shore, NY

Carle Place Hook, Ladder & Hose #1
 Carle Place, NY

East Farmingdale Fire Department
 Farmingdale, NY

Matinecock Fire District
 Matinecock, NY

South Farmingdale Fire District
 South Farmingdale, NY

SCHOOLS

Buckley County Day School
 Roslyn, NY

Floral Park-Bellerose UFSD
 Floral Park, NY

Great Neck UFSD
 Great Neck, NY

Green Vale School
 Glen Head, NY

Harborfields CSD
 2 Oldfield Road
 Great Neck, NY

Lutheran High School Assoc. of Nassau
 and Suffolk Counties
 Brookville, NY

Northport-East Northport
 Northport, NY

**INDUSTRIAL DEVELOPMENT
 AGENCIES**

Town of Brookhaven IDA
 Brookhaven, NY

Town of Islip IDA
 Islip, NY

AUTHORITIES

Nassau County Interim Finance
 Authority
 Mineola, NY

Suffolk County Landbank Corporation
 Hauppauge, NY

SPECIAL DISTRICTS

Manhasset Park District
 Manhasset, NY

NOT-FOR-PROFIT

Applied Technology Center Corp.
 Bay Shore, NY

Farmingdale Housing Development
 Fund Company, Inc.
 Farmingdale, NY

Greater Long Island Clean Cities
 Coalition, Inc.
 Bay Shore, NY

Long Island Contractors Assoc., Inc.
 Farmingdale, NY

Long Island Forum for Technology, Inc.
 Bay Shore, NY

Long Island Junior Soccer League, Inc.
 Ronkonkoma, NY

Maurer Foundation for Great Health
 Cold Spring Harbor, NY

National Multiple Sclerosis Society,
 Long Island Chapter
 Melville, NY

Vocational Education and Extension
 Board of Nassau County
 Uniondale, NY

The Way Back, Inc.
 Port Jefferson, NY

EXHIBIT B



Thomas J. Ruggiero, CPA

**Areas of Specialization:
Accounting and Auditing
Taxation**

Mr. Ruggiero has over 20 years of experience in public accounting. He began his career in 1994 after graduating from Dowling College, in Oakdale, NY, with a Bachelor of Business Administration Degree in Accounting. He joined AVZ in 1996. He was promoted to Principal in 2007 and was welcomed as a member of the Partner Team in 2016. He has extensive experience working with a variety of industries including local governmental entities, not-for-profit entities, school districts, engineering firms, manufacturers, and wholesale distributors.

Mr. Ruggiero's experience includes providing traditional auditing, accounting, consulting and tax services. In addition, his experience includes more specialized services such as performing audits in accordance with Government Auditing Standards (the "yellow book"), Federal Single Audits (Uniform Guidance), and Federal Acquisition Regulation (FAR) audits. Due to this experience, Mr. Ruggiero has considerable expertise with examining and reporting on compliance with legal, regulatory, and contract/grant requirements. In addition, his experience includes assistance to management, elected officials, and business owners to establish and maintain accounting systems and controls, communications with regulatory bodies, budgeting, tax planning and compliance.

Mr. Ruggiero is a member of the American Institute of Certified Public Accountants (AICPA), the New York State Society of Certified Public Accountants (NYSSCPA), the New York State Government Finance Officers' Association (NYSGFOA), the New York State Association of School Business Officials (NYSASBO), the New York Conference of Mayors (NYCOM), and the New York State American Council of Engineering Companies of New York (ACECNY).

EXHIBIT C



Report on the Firm's System of Quality Control

To the Shareholders of Albrecht, Viglianno, Zurek & Company, P.C. and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Albrecht, Viglianno, Zurek & Company, P.C. (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended May 31, 2017. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/peerreview. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality and complying with it to provide the firm reasonable assurance of performing and reporting in conformity with applicable professional standards in all material aspects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards when appropriate, and for remediating weakness in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act and audits of employee benefit plans.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Albrecht, Viglianno, Zurek & Company, P.C. applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended May 31, 2017, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material aspects. Firms can receive a rating of *pass*, *pass with deficiencies*, or *fail*. Albrecht, Viglianno, Zurek & Company, P.C. has received a peer review rating of *pass*.

KraftCPAs PLLC

KraftCPAs PLLC
November 20, 2017

EXHIBIT D

Albrecht, Viggiano, Zureck & Company, P.C.
References

Mr. Steven C. Balla, Comptroller
Town of Oyster Bay
74 Audrey Avenue
Oyster Bay, NY 11771
(516) 824-6444
(Accounting Services)

Mr. Kevin Conroy, CPA
Comptroller
Town of Hempstead
One Washington Street
Hempstead, New York 11550
(Financial Statement and Single Audit)

Ms. Victoria Marotta
Director of Finance
Town of Babylon
200 East Sunrise Highway
No. Lindenhurst, New York 11757
Single Audit; Section B
Housing Project; Voucher Program; HOME; NSF

Mr. Michael J. Fox
Village Treasurer
Village of Valley Stream
Henry Waldinger Memorial Library
123 S. Central Avenue
Valley Stream, NY 11580
(516) 825-4200
(Accounting and Financial Statement Services)

Mr. Beaumont A. Jefferson, Nassau County Treasurer
Nassau County Tobacco Corp.
Nassau County Sewer Finance Authority
1 West Street
Mineola, NY 11501
(516) 571-5031
(Accounting and Financial Statement Services, assist in preparing and filing PARS reports)

Mr. Joseph F. Foorie, Chief Financial Officer
Nassau County Industrial Development Agency &
Local Economic Assistance Corporation
1 West Street
Mineola, NY 11501
(516) 571-1967
(Audit Services)