

**REQUEST FOR STATEMENTS OF QUALIFICATIONS TO PROVIDE
BOND/TRANSACTION COUNSEL SERVICES
(RFQ #2018-04)**

ISSUED BY

NASSAU COUNTY INDUSTRIAL DEVELOPMENT AGENCY

I. Overview

The Nassau County Industrial Development Agency (the “Agency”) seeks qualified law firms and/or attorneys to serve as bond counsel and/or transaction counsel to the Agency (and the Nassau County Local Economic Assistance Corporation, if required) from time to time.

The proposed schedule of events subject to this Request for Statements of Qualifications (this “RFQ”) is outlined below:

Public Notice	Date: 5/4/18
Deadline for Receipt of Statements	Date: 6/4/18
Review Period	Date: 6/5/18 to 6/12/18
Interview Period (if required):	Date: if required
Notification of Award	Date: on or about 6/20/18

** The foregoing dates are subject to change without notice.**

The Executive Director of the Agency is the Agency’s Contracting Officer. Respondents shall not contact any Agency members, officers or employees in connection with this RFQ other than the Contracting Officer.

In order to be considered, a Statement of Qualifications (a “Statement”) must conform to the requirements of the Statement Procedures and the Required Information sections of this RFQ.

By submitting a Statement, the respondent acknowledges that the respondent has read and understands this entire RFQ. The cover letter must also clearly state and justify any exceptions to the requirements of this RFQ that the proposed respondent may have taken in presenting its Statement. Submission of a Statement indicates acceptance of the conditions contained in this RFQ unless the cover letter clearly states and justifies an exception.

The Agency reserves the right to deny any and all exceptions taken to the RFQ requirements and to amend, supplement, modify or withdraw this RFQ at any time prior to making an award.

The Agency specifically reserves the right to waive any informalities or irregularities in the Statement format.

Neither the Agency nor any of its members, officers or employees shall be liable for any claims or damages resulting from the issuance of or any determination or award made pursuant to this RFQ.

The Agency is committed to a policy of equal opportunity and does not discriminate against respondents on the basis of race, color, religion, creed, ethnicity, age, gender, pregnancy, sex, sexual orientation, gender identity, national origin, citizenship, marital status, domestic violence victim status, military status, veteran status, disability, familial status, genetic information, genetic predisposition or carrier status, or other characteristic or criteria protected by applicable law.

II. Scope of Service

Background

The Agency's mission is to support economic development opportunities in Nassau County and to attract new companies and industries to Nassau County. Further information about the Agency may be found on the Agency's website at: www.nassauida.org.

Requested Services

The successful respondent or respondents (the "Bond Counsel") shall be required to serve as bond/transaction counsel to the Agency in connection with the Agency's tax-exempt and taxable bond issues and straight lease transactions (collectively, "Projects"). In such role, Bond Counsel will perform, at a minimum, the following services (collectively, the "Services") as requested by the Agency from time to time:

- 1) provide legal analysis of each proposed Project to ensure that the Agency has legal authority to enter into such transaction under applicable federal, state and local constitutional, statutory and regulatory requirements, including review of Applications for Financial Assistance and other materials submitted to the Agency;
- 2) if requested, provide counsel and support for Agency personnel when they meet or consult with prospective applicants, including discussion of project eligibility, available financial assistance and transaction structuring;
- 3) provide legal analysis of the requirements to validly authorize each proposed Project including assisting the Agency in obtaining required statutory and regulatory approvals for such transactions;
- 4) provide legal analysis with respect to the review of the environmental impact of proposed Projects pursuant to the State Environmental Quality Review Act ("SEQRA") and the regulations promulgated pursuant to SEQRA;

- 5) prepare and/or review appropriate resolutions, including preliminary inducement, SEQRA, PILOT deviation, inducement, approving and bond resolutions;
- 6) attend Agency board and committee meetings related to the approval of Projects;
- 7) prepare, review, negotiate and deliver all documents, instruments and agreements required to close Project transactions, including, without limitation, trust indentures, loan agreements, installment sale agreements, lease agreements, PILOT agreements and mortgages, environmental indemnifications, guaranties, closing certificates, tax compliance agreements and certificates and miscellaneous closing documents;
- 8) prepare and deliver legal opinions in connection with Project transactions, including opinions related to disclosure requirements, securities laws, arbitrage, rebate and other tax matters, and such other issues as the Agency may direct from time to time;
- 9) provide legal analysis and otherwise assist the Agency in connection with modifications of Project transactions, including refinancings and refundings, and prepare and/or review appropriate amendment documents related thereto;
- 10) provide legal analysis and otherwise assist the Agency in connection with the redemption/termination of bond financings and termination of straight lease transactions;
- 11) prepare and submit federal and/or state tax reporting forms (including, without limitation, IRS Form 8038 and New York State Form ST60 and RP-412-a Form);
- 11) assemble and distribute closing transcripts (on CD-ROM or “flash” drive) for Project transactions.

Bond Counsel shall be expected to become and remain thoroughly familiar with the Agency’s By-Laws, Uniform Tax Exemption Policy, programs, policies, procedures and form documents.

The Agency shall provide Bond Counsel with the basic information required to perform the Services. Bond Counsel shall advise the Agency and its personnel about applicable legal standards and their application.

Bond Counsel shall be available upon request to attend board meetings and meetings of committees to provide required legal advice and to answer inquiries from members and staff of the Agency.

Respondents submitting Statements do so entirely at their own expense. The Agency shall not be responsible for any costs or expenses incurred by a respondent in preparing or submitting a Statement or otherwise in connection with responding to this RFQ.

All Statements shall become the property of the Agency upon their submission to the Agency.

Respondents are advised that the Agency is subject to the New York State Freedom of Information Law, which governs the process for the public disclosure of certain records maintained by the Agency (New York Public Officers Law, §§87 and 89). Respondents may request that the Agency except portions of their responses from public disclosure in accordance with an exemption from disclosure set forth in the Freedom of Information Law. Respondents

should be aware that any claimed exemption may be subject to review by a court of law under applicable provisions of the Freedom of Information Law.

III. Statement Procedures

A. Statements of Qualifications

To be considered, a Statement must be submitted in writing and respond to the items outlined in this RFQ using the requested format. The Agency reserves the right to reject any non-conforming Statement. Each Statement must be submitted with 2 copies in a sealed envelope conspicuously labeled “Nassau County Industrial Development Agency - Request for Statement of Qualifications to Provide Bond/Transaction Counsel Services (RFQ # 2018-04).” The envelope should also contain the name, address and telephone number of the respondent. If delivered by mail, the Statement shall be enclosed in an “inner” envelope labeled as indicated above.

Any Statement submitted by mail shall be sent by either certified or registered mail. Statements must be received at the following address no later than 4:30 p.m., Eastern Time, on the Deadline for Receipt of Statements set forth above:

Nassau County Industrial Development Agency
One West Street
Mineola, NY 11501
Attn: Executive Director

B. Modifications

Any changes, amendments or modifications to a Statement must be made in writing, submitted in the same manner as the original response and conspicuously labeled as a change, amendment or modification to a previously submitted Statement. Changes, amendments or modifications to Statements shall not be accepted or considered after the hour and date specified as the Deadline for Receipt of Statements.

C. Procurement Lobbying Law

In accordance with the Procurement Lobbying Law (New York State Finance Law, §§139-j and 139-k), the Agency hereby designates the Contracting Officer as the person who may be contacted by respondents during the procurement process. Respondents shall not contact any other officer, employee or member of the Agency with respect to this RFQ. By submitting a Statement, respondents are affirming that they understand and agree to comply with this requirement. Violation of these provisions may result in immediate disqualification.

Respondents must disclose to the Agency in their Statements any findings of non-responsibility by any governmental entity due to violations of permissible contacts provisions or the intentional provision of false, inaccurate or incomplete information to a

governmental entity within the prior four (4) years in accordance with the Procurement Lobbying Law.

By its response to this RFQ, each respondent will acknowledge that it is aware of and agrees to comply with the Agency's procedures relating to permissible contacts and will represent that it has not violated such procedures in connection with submitting its statement. In addition, each respondent is required to represent to the Agency that all information provided by such respondent to the Agency in connection with this RFQ is true, accurate and complete in all respects.

Any contract awarded pursuant to this RFQ shall include a provision authorizing the Agency to terminate the contract in the event that a respondent's representation with respect to the foregoing is found to be intentionally false or intentionally incomplete.

IV. Required Information

The following information shall be provided in each Statement in the order listed below. Failure to respond to any request for information may result in rejection of the Statement in the sole discretion of the Agency:

Identifying Information:

- 1) Identify the full legal name, address and, if applicable, type of legal entity (e.g., partnership, limited liability partnership, professional limited liability company, sole proprietorship) with whom the contract would be entered into and all trade names/assumed names, which are used by that person/entity.
- 2) Federal Employer Identification Number or Social Security Number.
- 3) Proof of State of New York business license or proof of initiating the process of application before work commences, if required, for the type of services contemplated by this RFQ.
- 4) Name and telephone number of the representative of the respondent who is authorized to discuss the Statement.
- 5) Identify the full name of (a) the billing attorney, (b) each attorney that is expected to devote substantial attention to Agency matters, and (c) each principal owner of the respondent (i.e., a person or entity that owns 10% or more of equity/voting rights in the entity, firm or business in question) (collectively, the "Agency Attorneys").
- 6) State whether the respondent is a women-owned or minority-owned business enterprise ("W/MBE"). W/MBE's are those entities or firms designated as such by New York State. W/MBE's are strongly encouraged to respond to this RFQ. Respondents are also encouraged to submit utilizing W/MBE sub-consultants where appropriate.

Experience and Capabilities (Maximum 2 Pages):

- 1) Explain respondent's capabilities in meeting the requirements of this RFQ and identify team members who will be responsible for providing the Services and

their qualifications, which shall include a summary of such team member's educational background, their legal experience and their primary office location. Each attorney shall be admitted to practice in the State of New York. The Agency reserves the right to reject any team members that the Agency believes lack appropriate qualifications and/or experience to provide the Services.

- 2) Describe respondent's experience in providing the types of services described in this RFQ to municipalities and governmental and quasi-governmental agencies and authorities, including without limitation, New York State industrial development agencies ("IDA's").
- 3) Describe respondent's familiarity with the laws, rules and regulations governing IDA's, including a description of any services provided by the respondent to the Agency or other IDA's.
- 4) Provide at least two (2) relevant client references (especially governmental, public authority, public agency, IDA and/or other quasi-governmental entities in New York), with whom the respondent now works or has worked within the past three (3) years. Provide contact information for such references.

Insurance: (if applicable)

Provide evidence of professional liability insurance in the amount of \$1 million each occurrence/\$1 million aggregate, and worker's comp insurance in amounts required by applicable law.

Project cost and time estimate:

- 1) Provide the cost for the "Services", including all fees and expenses.
- 2) Describe the basis for the cost proposal.
- 3) Describe the proposed billing and payment structure.

Proposed Initiatives:

The Statement should include the respondent's recommendations with respect to the following:

- 1) methods for making the Agency's application/approval process more transparent, quicker and/or more efficient;
- 2) new financing and/or financial assistance initiatives and programs that the Agency could undertake to improve its effectiveness as the County's primary economic development agency;
- 3) methods to improve documentation and/or verification of the Agency's material requirements for its projects, including, without limitation, project investment and employment requirements.

Miscellaneous:

- 1) Describe any existing conflicts of interest or any conflicts which might arise and provide assurance that there are no unresolved conflicts of interest between Bond Counsel and the Agency.
- 2) All respondents must submit with their statements a Non-Collusion Certification, the form of which is attached hereto as Exhibit A.

- 3) All respondents must submit with their statements a Respondent Disclosure Questionnaire, the form of which is attached hereto as Exhibit B.
- 4) All respondents must cause the Agency Attorneys to submit with their Statements a Principal Disclosure Questionnaire, the form of which is attached hereto as Exhibit C.
- 5) Provide any other information that might be helpful to the Agency in making a decision.
- 6) The Statement must be signed by a person authorized to bind the respondent.

V. Evaluation Process

All Statements submitted in response to this RFQ shall be reviewed by the Agency's Finance Committee (the "Committee") and the Contracting Officer.

The Committee shall determine the respondents that meet the minimum requirements pursuant to selection criteria of this RFQ. The information required to be submitted in response to this RFQ has been determined by the Committee to be essential for use by the Committee in the evaluation process. Therefore, all instructions contained in this RFQ shall be met in order to qualify as a responsive and responsible respondent and participate in the Agency's consideration for award. Statements which do not meet or comply with the instructions of this RFQ may be considered non-conforming and deemed non-responsive and subject to disqualification at the sole discretion of the Committee.

The Agency may negotiate with one or more respondents during the same period and may, at its discretion, terminate negotiations with any or all respondents. The Agency may invite one or more respondents to an interview with the Committee, staff or members of the Agency. The Committee shall make a recommendation regarding the award to the members of the Agency, who shall have final authority, subject to the provisions of this RFQ, to award a contract(s) to the respondent(s) whose Statement represents the best overall value to the Agency, taking into account the evaluation criteria set forth below.

All Statements shall be evaluated using the same criteria and process. The criteria that will be evaluated by the Agency in making an award are the following: (i) the respondent's cost of services (expressed in terms of billing rates of attorneys who will devote substantial attention to Agency matters), (ii) demonstrated prior experience with similar clients and transactions, (iii) technical approach including knowledge of laws, rules and regulations governing IDA's, (iv) team member qualifications, (v) presence in Nassau County, and (vi) client references.

The Agency reserves the right to:

- Select for contract or for negotiations a Statement other than that with the lowest cost.
- Reject any or all Statements received in response to this RFQ or to make no award or issue a new RFQ.

- Reject team members that the Agency believes lack appropriate qualifications to perform the services set forth in this RFQ.
- Waive or modify any information, irregularity, or inconsistency in Statements received.
- Request modifications to Statements from any or all respondents during the review and negotiation period.
- Negotiate any aspect of the Statements with any respondent and negotiate with more than one respondent at the same time.
- Conduct investigations of any or all respondents and to verify information submitted by any or all respondents.
- Divide and award the contract to multiple vendors as warranted and as it deems appropriate.

VI. **Contract Conditions**

Bond Counsel, if any, under this RFQ shall enter into a retainer agreement (the “Agreement”) with the Agency covering the Services and containing, inter alia, the following contractual provisions:

A. **Term**

The Agreement may be amended or canceled at any time by the Agency upon written notice to Bond Counsel.

B. **Compensation**

Except as otherwise approved by the members of the Agency, remuneration for the services of Bond Counsel shall be paid exclusively by Project applicants.

C. **Formal contract and purchase order**

Bond Counsel shall promptly execute the Agreement incorporating the terms of this RFQ and Bond Counsel’s response, as well as other terms, within twenty (20) days after the award of the contract. Bond Counsel shall not begin any Service prior to award.

D. **Compliance With Laws**

In performance of the Agreement, Bond Counsel is required to comply with all applicable federal, state and local laws, ordinances, codes and regulations. The cost of permits and

other relevant costs required in the performance of the contract shall be borne by Bond Counsel. Bond Counsel shall be properly licensed and authorized to transact business in the State of New York, if required.

E. Insurance

Bond Counsel shall maintain professional liability insurance in the amount of \$1 million each occurrence/\$1 million aggregate, and worker's comp insurance in amounts required by applicable law.

F. Non-discrimination

In performing the services subject to this RFQ, Bond Counsel agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, creed, ethnicity, age, gender, pregnancy, sex, sexual orientation, gender identity, national origin, citizenship, marital status, domestic violence victim status, military status, veteran status, disability, familial status, genetic information, genetic predisposition or carrier status, or other characteristic or criteria protected by applicable law. Bond Counsel shall comply with all applicable federal, state and local laws, regulations and policies pertaining to the prevention of discriminatory employment practice. Failure to perform under this provision constitutes a material breach of the Agreement.

G. Covenant Against Contingent Fees

Bond Counsel warrants that no person or selling agency has been employed or retained to solicit or secure a contract under this RFQ upon an agreement of understanding for a commission or percentage, brokerage or contingent fee excepting bona fide employees or bona-fide established commercial selling agencies maintained by Bond Counsel for the purpose of securing business. For breach or violation of this warranty the Agency shall have the right to annul the Agreement without liability or at its discretion to deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

H. Conflict of Interest

Bond Counsel represents and warrants that no principal owner, owner, officer or employee of Bond Counsel nor any member of the immediate family of any principal owner, owner, officer or employee of Bond Counsel is a member, officer, agent or employee of the Agency. Bond Counsel is not aware of any other direct or indirect conflict with the Agency, except as disclosed in its Statement.

While acting as bond/transaction counsel to the Agency, Bond Counsel agrees that it will not represent any other person involved in the Project, or act in any other capacity in connection with a Project, unless disclosed to and approved by the members of the Agency.

Bond Counsel represents and warrants that Bond Counsel does not employ any spouse, child, or parent of a member, officer or employee of the Agency. Bond Counsel shall have a continuing obligation, as circumstances arise, to update this statement throughout the term of the Agreement.

I. Applicable Law

This RFQ, any Agreement entered into pursuant hereto and the obligations of the parties hereunder or thereunder shall be construed under, and governed by, the laws of the State of New York, as in effect from time to time, without regard to principles of conflicts of laws. Bond Counsel consents to jurisdiction and venue in the courts of record of the State of New York in Nassau County.

J. Gift Prohibition

Bond Counsel shall not offer, give or agree to give anything of value to any Agency member, officer, employee, agent, consultant or other person or firm representing the Agency (each, an “Agency Representative”), including members of an Agency Representative’s immediate family, in connection with the performance by such Agency Representative of duties involving transactions with Bond Counsel on behalf of the County, whether such duties are related to the Agreement or any other Agency contract or matter, including, without limitation, any application for financial assistance. 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. As used herein, “immediate family” shall include a spouse, child, parent or sibling.

EXHIBIT A

NON-COLLUSION CERTIFICATION

By submission of this [Statement], the [Respondent] and each person signing on behalf of the [Respondent] certifies, and in the case of a joint [Statement], each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief:

The prices, cost estimates and other elements of this Statement have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to the same with any other respondent or with any competitor; and

Unless otherwise required by law, the prices, cost estimates and other elements of this [Statement] have not been knowingly disclosed by the Respondent and will not knowingly be disclosed by the [Respondent] prior to award, directly or indirectly, to any other respondent or to any competitor; and

No attempt has been made or will be made by or on behalf of the [Respondent] (or any of its partner or subcontractor firms) to induce any other person, partnership or corporation to submit or not to submit a [Statement] for the purpose of restricting competition.

Neither the Respondent nor any person affiliated with the Respondent has employed or retained any appointed or elected governmental official to solicit or secure the Agency's award of a contract to the Respondent upon an agreement or understanding for a commission or percentage, brokerage or contingent fee.

The undersigned hereby certifies his or her compliance and/or agreement with the above statements.

NAME OF [RESPONDENT]: _____
SUBMITTED BY (signature): _____
PRINT NAME: _____
TITLE: _____
DATE: _____

EXHIBIT B

RESPONDENT DISCLOSURE QUESTIONNAIRE
(RFP # 20__-__)

Instructions: Each Respondent shall complete and submit this Questionnaire and shall also cause any partner or subcontractor firm, if applicable to complete and submit this Questionnaire. In the case of partner and subcontractor firms, the term "Respondent" shall mean and refer to such partner or subcontractor firm. This Questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm submitting the [Proposal/Statement]. Do not leave any blank spaces. If a question does not pertain to you or your firm, write "not applicable" in the space. All signatures must be original.

Personal Information Notification

The information will be used in determining the reliability, responsibility and capacity of the Respondent (and any partner or subcontractor firms) to perform the work required in the [Proposal/Statement]. If the information is not complete, the [Proposal/Statement] will not be considered. The information will be maintained in the files of the Agency. This information may be disclosed pursuant to the provisions of the Freedom of Information Law.

(PROVIDE A DETAILED RESPONSE TO ALL QUESTIONS CHECKED "YES". IF YOU NEED MORE SPACE, PHOTOCOPY THE APPROPRIATE PAGE AND ATTACH IT TO THE QUESTIONNAIRE. USE ADDITIONAL SHEETS IF NECESSARY IN ORDER TO FULLY ANSWER EACH QUESTION.)

Date:

1) Legal Name:

2) Respondent is a (check one):

- Sole Proprietorship
- Partnership
- Limited Liability Partnership
- Professional Limited Liability Company
- Other (Describe)

State/Date of Formation/Organization: _____ (if applicable)

3) Federal EIN or Social Security Number:

4) Dun and Bradstreet number:

5) Other names under which the Respondent has done business in the past 5 years:

6) Address of Place of Business:

List all other business addresses used within last five years:

Mailing Address (if different than above):

7) Telephone No:

8) The following information with respect to the billing attorney, attorneys who are expected to devote substantial attention to Agency matters, and the principal owners of the Respondent (i.e., a person or entity that owns 10% or more of equity/voting rights in the entity, firm or business in question) (collectively, the "Agency Attorneys"):

<u>Name</u>	<u>Date of Birth</u>	<u>SSN/TIN</u>	<u>Address</u>
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9) Does the Respondent share office space, staff, or equipment expenses with any other business?

Yes__ No__

If Yes, please provide details:

10) Does the Respondent control one or more other businesses?

Yes __ No __

If Yes, please provide details (including name, address, contact information, EIN and the names, addresses, contact information, SSN/TIN of principals and officers).

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

Yes __ No __

If Yes, provide details (including name, address, contact information, EIN and the names, addresses, contact information, SSN/EIN of principals and officers).

12) Has the Respondent ever had a bond or surety cancelled or forfeited, or a contract or license with Nassau County, the Agency 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 or license).

13) Has the Respondent 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 the Respondent now the subject of any pending bankruptcy proceedings, whenever initiated?

Yes ___ No ___.

If Yes, state date, court jurisdiction, amount of liabilities and amount of assets.

14) Is the Respondent and/or any of the Agency Attorneys and/or any affiliated business, the subject of a pending criminal investigation or proceeding and/or a civil anti-trust investigation or proceeding by any federal, state or local prosecuting or investigative agency?

Yes ___ No ___

If Yes, provide details.

15) Is any owner and/or officer of any affiliated business the subject of a pending criminal investigation or proceeding and/or a civil anti-trust investigation proceeding by any federal, state or local prosecuting or investigative agency, where such investigation or proceeding is related to activities performed at, for, or on behalf of an affiliated business?

Yes ___ No ___

If Yes, provide details.

16) In the past 5 years, has the Respondent and/or any of the Agency Attorneys and/or any affiliated business been the subject of a non-criminal investigation or proceeding by any government agency, including but not limited to federal, state and local regulatory agencies?

Yes ___ No ___

If Yes, provide details.

17) In the past 5 years, has any owner and/or officer of an affiliated business been the subject of a non-criminal investigation or proceeding 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.

18) Has any Agency Attorney 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? No ___ Yes ___ If Yes, provide details for each such charge.

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

c) In the past 10 years, been convicted, after trial or by plea, of (i) any felony, and/or (ii) any other crime an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No ___ Yes ___. If Yes, provide details for each such conviction

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? No ___ Yes ___. If Yes, provide details for each such conviction.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions (including, without limitation, equal employment opportunity or pay equity laws, rules or regulations)? No ___ Yes ___. If Yes, provide details for each such occurrence.

19) In the past (5) years, has the Respondent or any Agency Attorney, 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 instance.

20) For the past (5) tax years, has the Respondent 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.

21) Is the Respondent or any of its property subject to any lien or warrant for unpaid federal, state or local taxes or assessed charges?

Yes ___ No ___

If Yes, provide details.

22) Is the Respondent or any of its property subject to any judgment, injunction, order or decree that would have a material adverse effect on its financial condition or that would impair the its ability to perform under an Agreement?

Yes ___ No ___

If Yes, provide details.

23) Conflicts of Interest:

a) Please disclose:

(i) Any material financial relationships that the Respondent or any employee of the Respondent has that may create a conflict of interest or the appearance of a conflict of interest in acting as a contractor of the Agency.

(ii) Any family relationship that any principal owner, owner, officer or employee of the Respondent has with any Agency member, officer or employee that may create a conflict of interest or the appearance of a conflict of interest in acting as a contractor of Agency.

(iii) Any other matter that the Respondent believes may create a conflict of interest or the appearance of a conflict of interest in acting as a contractor of the Agency.

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

24) Prior Findings of Non-Responsibility:

(For purposes of this question, capitalized terms used but not otherwise defined in this Questionnaire shall have the meanings ascribed thereto in Section 139-k of the New York State Finance Law.)

a) Has the Respondent or any principal owner, owner, officer, employee, agent, consultant or person acting on behalf of the Respondent or any affiliate been the subject of a finding of “non-responsibility” (as such term is used in Section 139-k of the New York State Finance Law) made by a Governmental Entity within the past four (4) years?

No ___ Yes ___.

b) If the Respondent answered yes to Question a), was the finding of “non-responsibility” due to a violation of Section 139-j of the New York State Finance Law?

No ___ Yes ___. If Yes, provide details.

c) If the Respondent answered yes to Question a), was the finding of “non-responsibility” due to the intentional provision of false, inaccurate or incomplete information to a Governmental Entity?

No ___ Yes ___. If Yes, provide details.

d) Has any Governmental Entity terminated or withheld a contract or license from the Respondent due to the intentional provision of false, inaccurate or incomplete information to a Governmental Entity?

No ___ Yes ___. If Yes, provide details.

25) In the past (5) years, has the Respondent or any affiliate:

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

NO ___ YES ___. If Yes, provide details for each such instance.

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

NO ___ YES ___. If Yes, provide details for each such instance.

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

NO ___ YES ___. If Yes, provide details for each such instance.

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

NO ___ YES ___. If Yes, provide details for each such instance.

e. Been adjudicated liable on a claim of professional malpractice?

NO ___ YES ___. If Yes, provide details for each such instance.

26) Is any owner, director, officer or employee of the Respondent, or of any of its affiliates or subsidiaries, a public officer or public official?

Yes ___ No ___. If Yes, provide details.

27) Is the Respondent or any of its affiliates or subsidiaries involved in any litigation or aware of any threatened litigation that, if adversely determined, would have a material adverse effect on such party's financial condition or would impair the Respondent's ability to perform under an Agreement?

Yes ___ No ___. If Yes, provide details.

28) Is the Respondent or any of its affiliates or subsidiaries a "Prohibited Person"?

Yes ___ No ___. If Yes, provide details.

"Prohibited Person" means (i) any person or entity (A) that is in default or in breach, beyond any applicable grace or cure period, of its obligations under any written agreement with the Agency or the County of Nassau, or (B) that directly or indirectly controls, is controlled by or is under common control with a person or entity that is in default or in breach, beyond any applicable grace or cure period, of its obligations under any written agreement with the Agency or the County of Nassau, unless such default or breach has been waived in writing by the Agency or the County of Nassau, as the case may be, and (ii) any person or entity (A) that has been convicted in a criminal proceeding for a felony or any crime involving moral turpitude or that is an organized crime figure or is reputed to have substantial

business or other affiliations with an organized crime figure, or (B) that directly or indirectly controls, is controlled by or is under common control with a person or entity that has been convicted in a criminal proceeding for a felony or any crime involving moral turpitude or that is an organized crime figure or is reputed to have substantial business or other affiliations with an organized crime figure.

29) Name and address of any person or entity that the Respondent or any affiliate has retained or employed to cause the Agency to award a contract or to influence the Agency to award a contract to the Respondent or any affiliate.

30) Does the Respondent employ any spouse, child, or parent of a member, officer or employee of the Agency?

Yes ___ No ___. If Yes, provide details.

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

Please provide any other information which would be appropriate and helpful in determining the Respondent's capacity and reliability to perform these services.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE RESPONDENT NOT RESPONSIBLE WITH RESPECT TO THE [PROPOSAL/STATEMENT], THE TERMINATION OF ANY AWARD, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, _____, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this Questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the Agency in writing of any change in circumstances occurring after the submission of this Questionnaire and before the execution of an Agreement; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the Agency will rely on the information supplied in this Questionnaire as additional inducement to enter into an Agreement with the Respondent.

Dated: _____

For: (Name of Respondent) _____

By: (Signature of Authorized Person) _____

Name and Title: _____

Sworn to before me this ____ day of ____ 20__

Notary Public

EXHIBIT C

PRINCIPAL DISCLOSURE QUESTIONNAIRE
(RFP # 20__-__)

Instructions: The billing attorney, each attorney that is expected to devote substantial attention to Agency matters, and each principal owner of the respondent (i.e., a person or entity that owns 10% or more of equity/voting rights in the entity, firm or business in question) (collectively, the “Agency Attorneys”), shall complete and submit this Questionnaire and the respondent shall cause the principal(s) owners of partner or subcontractor firm to complete and submit this Questionnaire. In the case of principal owners of partner and subcontractor firms, the term “Respondent” shall mean and refer to such partner or subcontractor firm. If a question does not pertain to a principal owner, write "not applicable" in the space. All signatures must be original.

For purposes of this Questionnaire, the term “principal owner” means a person or entity that owns 10% or more of equity/voting rights in the entity, firm or business in question.

Personal Information Notification

The information will be used in determining the reliability and capacity of the Respondent (and any partner or subcontractor firms) to perform the work required in the [Proposal/Statement]. If the information is not complete, the [Proposal/Statement] will not be considered. The information will be maintained in the files of the Agency. This information may be disclosed pursuant to the provisions of the Freedom of Information Law.

(PROVIDE A DETAILED RESPONSE TO ALL QUESTIONS CHECKED "YES". IF YOU NEED MORE SPACE, PHOTOCOPY THE APPROPRIATE PAGE AND ATTACH IT TO THE QUESTIONNAIRE. USE ADDITIONAL SHEETS IF NECESSARY IN ORDER TO FULLY ANSWER EACH QUESTION.)

1. Principal Name:

SSN _____

Date of birth:

Home address:

Telephone:

Business address:

Telephone:

Other present address(es):

Telephone:

2. Positions held in Respondent and starting date of each:

3. Do you have an equity interest in Respondent?

Yes ___ No ___

If Yes, provide details.

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

Yes ___ No ___

If Yes, provide details.

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

Yes ___ No ___

If Yes, provide details.

6. Has any governmental entity awarded any contracts or licenses 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 or licenses with that agency?

NO ___ YES ___. If Yes, provide details for each such instance.

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

NO ___ YES ___. If Yes, provide details for each such instance.

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

NO ___ YES ___. If Yes, provide details for each such instance.

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

NO ___ YES ___. If Yes, provide details for each such instance.

e. Been adjudicated liable on a claim of professional malpractice?

NO ___ YES ___. If Yes, provide details for each such instance.

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

Yes ___ No ___.

If Yes, provide details. If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need

more space, photocopy the appropriate page and attach it to the questionnaire.)

9. Are any of the following statements true with respect to you?

a) Is there any felony charge pending against you?

NO __ YES __. If Yes, provide details for each such charge.

b) Is there any misdemeanor charge pending against you?

NO __ YES __. If Yes, provide details for each such charge.

c) Is there any administrative charge pending against you?

NO __ YES __. If Yes, provide details for each such charge.

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

NO __ YES __.

If Yes, provide details for each such conviction.

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

NO __ YES __. If Yes, provide details for each such conviction.

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

NO __ YES __. If Yes, provide details for each such occurrence.

10. In addition to the information provided in response to the previous questions, are you the subject of a pending criminal investigation or proceeding and/or a civil antitrust investigation or proceeding by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation or proceeding where such investigation or proceeding is related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

Yes __ No __

If Yes, provide details for each such investigation or proceeding.

11. In addition to the information provided, is any business or organization listed in response to Question 5, the subject of a pending criminal investigation or proceeding and/or a civil anti-trust investigation proceeding and/or any other type of investigation or proceeding by any government agency, including but not limited to federal, state, and local regulatory agencies?

Yes ___ No ___.

If Yes; provide details for each such investigation or proceeding.

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

Yes ___ No ___.

If Yes; provide details for each such instance.

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 details for each such year.

14. Are you or is any of your property subject to any lien or warrant for unpaid federal, state or local taxes or assessed charges?

Yes ___ No ___

If Yes, provide details.

15. Are you or is any of your property subject to any judgment, injunction, order or decree that would have a material adverse effect on your financial condition or that would impair the Respondent's ability to perform under an Agreement?

Yes ___ No ___

If Yes, provide details.

16. Are you involved in any litigation or aware of any threatened litigation that, if adversely determined, would have a material adverse effect on your financial

condition or would impair the Respondent's ability to perform under an Agreement?

Yes ___ No ___. If Yes, provide details.

17. Are you a "Prohibited Person"?

Yes ___ No ___. If Yes, provide details.

"Prohibited Person" means (i) any person or entity (A) that is in default or in breach, beyond any applicable grace or cure period, of its obligations under any written agreement with the Agency or the County of Nassau, or (B) that directly or indirectly controls, is controlled by or is under common control with a person or entity that is in default or in breach, beyond any applicable grace or cure period, of its obligations under any written agreement with the Agency or the County of Nassau, unless such default or breach has been waived in writing by the Agency or the County of Nassau, as the case may be, and (ii) any person or entity (A) that has been convicted in a criminal proceeding for a felony or any crime involving moral turpitude or that is an organized crime figure or is reputed to have substantial business or other affiliations with an organized crime figure, or (B) that directly or indirectly controls, is controlled by or is under common control with a person or entity that has been convicted in a criminal proceeding for a felony or any crime involving moral turpitude or that is an organized crime figure or is reputed to have substantial business or other affiliations with an organized crime figure.

CERTIFICATION

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Name of Respondent

Print name

Signature

Title

Date

Sworn to before me this _____ day of _____ 20__.

Notary Public

