December 15, 2020

Town of Greenwich
Purchasing Department
101 Field Point Road
Greenwich, Connecticut 06830
Attention: Renata Michalski
    Director, P&A Services

Subject: Request for Proposal #7568/Nathaniel Witherell (“RFP”)

Ladies and Gentlemen:

MB Healthcare Management, LLC ("MBHM") is pleased to submit this Proposal to the Town of Greenwich ("Town") Request for Proposal with respect to the prospective acquisition or lease of The Nathaniel Witherell, a skilled nursing facility located in the Town ("TNW"). The information and terms below generally follow the order of the RFP referenced above.

I. About MBHM

1.1 Background Information and Experience

MBHM is a Delaware limited liability company owned by Mordi Blass and Moshe Bernstein devoted exclusively to the ownership and operation of skilled nursing facilities. The central tenet of the MBHM philosophy is to serve residents and their families with caring hearts and helping hands as a mission, and not just a business.

MBHM owns three facilities in Connecticut including one located in the Town:

Greenwich Woods Rehabilitation and Health Care, Greenwich Connecticut ("Greenwich Woods")
Candlewood Valley Health & Rehabilitation, New Milford, Connecticut
Hamden Rehabilitation and Health Care, Hamden, Connecticut

(See Section 6.1 below).

Mordi and Moshe are individually involved in each of their facilities, every day, and possess significant experience as both operators and health care specialists. (See Section 5.1 below). MBHM has an experienced professional staff and transition team. (See Section 5.1 below)

MBHM does not purchase to sell but invests for the long-term improvement, growth and maintenance of their facilities. The MBHM primary concern is delivering the best clinical and emotional care, by appropriate levels of highly skilled and loving staff, in the most warmhearted environment. At each facility, MBHM strives to deliver meaningful and diversified services to residents.

MBHM maintains high occupancy levels throughout its portfolio because of its reputation. MBHM staff, from the leadership team to the frontline workers, appreciate their employment which is reflected in their care to residents. MBHM’s dealings with vendors are based on long term relationships built on trust, prompt payment and reliability,
which translates into more favorable pricing. MBHM has a fine working relationship with the LIUNA labor union and has successfully and expediently negotiated contracts favorable to both sides. MBHM’s facilities benefit from significant capital expenditures including renovating and maintaining common areas and resident rooms, and providing the highest quality rehab centers and medical equipment. Ultimately, MBHM is less concerned than other operators with the evolving reimbursement landscape because as long-term owners they have full confidence in the positive perennial outlook, in an industry that has always weathered fluctuating reimbursement waves and cycles.

MBHM has developed meaningful and workable hospital referral relationships with open communications about difficult cases and resident treatment plans, giving hospitals a level of comfort knowing their patients are transitioning successfully to the subacute setting and avoiding re-hospitalizations. MBHM is a preferred provider with many Connecticut hospital systems.

1.2 Understanding of the Project

II. Proposed Terms of Transaction

MBHM proposes either to purchase TNW if the Town can deliver fee simple absolute title or, in the alternative, lease TNW with an option to purchase at a later date when any deed restrictions have been resolved. The proposed terms and conditions for both alternatives follow:

2.1 Acquisition Purchase Price. Based on the diligence information provided by the Town, MBHM’s proposed purchase price is Seventeen Million One Hundred Seventy Thousand U.S. Dollars ($17,170,000), all cash at Closing.

2.2 Assets. MBHM proposes to purchase all assets, including the real estate, improvements, furniture, fixtures and equipment, personal property, and other tangible and intangible assets, relating to the ownership and operation of TNW. MBHM wishes to continue the use the name “The Nathaniel Witherell” in connection with the facility.

2.3 Acquiring Entities. MBHM will form separate special purpose limited liability companies to own (i) the real estate, improvements, furniture, fixtures and equipment (“Propco”), and (ii) the operational assets including intangibles such as the license and provider agreements (“Opco”). The responsible contracting entities will be Propco and Opco.
2.4 **Transaction Funding.** The proposed transaction will be funded with a combination of debt and equity. MBHM has working relationships with various conventional lenders in the healthcare space including Greystone & Co. (See Section 7.1 below and letter from Fred Levine of Greystone attached to Exhibit E) MBHM has sufficient capital liquidity to fund the equity component of the purchase price and transactional costs in excess of debt. A list of additional funding references is available upon request.

2.5 **Deposit.** Within 3 business days following mutual execution of a Purchase Agreement, MBHM shall fund a deposit toward the payment of the Purchase Price an amount equal to $500,000 ("Deposit"). The Deposit shall be non-refundable, subject to satisfaction of customary closing conditions to be provided in the Purchase Agreement, and applied to the Purchase Price at Closing.

2.6 **Due Diligence.** MBHM requires due diligence of TNW assets, contracts and operations for a period of 30 days following the execution of a Purchase Agreement.

2.7 **Timing.** MBHM proposes the following timeline for completion of the Transaction:

<table>
<thead>
<tr>
<th>Event</th>
<th>Timeline</th>
</tr>
</thead>
<tbody>
<tr>
<td>Purchase Agreement Execution</td>
<td>30 days from proposal acceptance</td>
</tr>
<tr>
<td>Due Diligence Period</td>
<td>30 days from Purchase Agreement execution</td>
</tr>
<tr>
<td>Closing</td>
<td>30 days from Connecticut Department of Public Health (&quot;CDPH&quot;) approval</td>
</tr>
</tbody>
</table>

2.8 **Purchase Agreement.** MBHM shall deliver the initial draft of Purchase and Sale Agreement as an addendum to the Personal Service Contract, Exhibit C to the RFP as required by the Town ("Purchase Agreement") within 20 business days following the acceptance of MBHM's proposal. MBHM will not assume the pre-Closing liabilities of TNW. The Purchase Agreement will contain typical and market representations and warranties for the purchase of a Connecticut nursing home. The survival periods for representations and warranties related to the real estate will be relatively short with respect to any matter that can be assessed and confirmed by a third party report. The representations and warranties related to operations will survive for a sufficient length to protect MBHM from pre-Closing claims including those related to violations of health care laws, recoupments and takebacks.

2.9 **Employees.** MBHM will be developing new terms and conditions of employment, including a new benefit package and wage structure, that it will offer to all job applicants, including current TNW employees who apply. The new terms and conditions of employment will be different than the current terms and conditions of employment, but they will be at or above what the market dictates for private-sector long term care facilities. Employment with MBHM will be conditioned on acceptance of the new terms and conditions of employment offered by MBHM, including the new benefit package and wage structure.

2.10 **Lease with Option.** Due to the TNW deed restrictions (if not addressed and resolved prior to closing), and as an alternative to an acquisition, MBHM is willing to lease TNW from the Town on the following terms and conditions:

<table>
<thead>
<tr>
<th>Term</th>
<th>Description</th>
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<tbody>
<tr>
<td><strong>Lease Term:</strong></td>
<td>20 years, two 5 year extensions</td>
</tr>
<tr>
<td><strong>Annual Rent:</strong></td>
<td>First year, $300,000, second year, $400,000, third year $500,000, fourth year and each year thereafter $600,000 with a 5% increase in the ninth, and fourteenth years and at the commencement of each extension.</td>
</tr>
<tr>
<td><strong>Lease Basis:</strong></td>
<td>Triple net absolute lease</td>
</tr>
<tr>
<td><strong>Cap Ex:</strong></td>
<td>$350 per bed annually</td>
</tr>
<tr>
<td><strong>Commencement Date:</strong></td>
<td>30 days from CDPH approval</td>
</tr>
<tr>
<td><strong>Purchase Option:</strong></td>
<td>Anytime from the Commencement Date at a purchase price of $17,170,000 less rent paid under the Lease until the purchase closing. The Purchase Option terms and conditions would essentially match the terms set forth above for an acquisition.</td>
</tr>
</tbody>
</table>
2.11 **Required Transaction Reviews and Approvals.** MBHM does not require third party transactional approval except for typical regulatory and licensing approval. MBHM’s offer is not subject to any internal approval contingencies.

III. **Firm History**

3.1 **MBHM Ownership and Information.** The name of the firm is MB Healthcare Management, LLC, a Delaware limited liability company. MBHM was formed by Mordi Blass and Moshe Bernstein in 2014 and has been in business since that time. However, both Mordi and Moshe had significant prior experience in the administration and operations of skilled nursing facilities. (See Section 5.1 below) Collectively, MBHM and its principals have over 30 years’ experience owning, operating, managing and staffing long term care skilled nursing facilities and short term rehabilitation centers including Greenwich Woods which is in the Town and geographically close to TNW.

The location of the MBHM principal office is 1165 King Street, Greenwich, Connecticut 06831.

Recent financial statements of the MBHM Connecticut facilities are attached as Exhibit A.

IV. **Corporate and Professional Licenses**

4.1 **Greenwich Woods.**

State of Connecticut Department of Public Health Chronic & Convalescent Nursing Home License No. 2403
Medicare Provider No.
Medicaid Provider No.

4.2 **Hamden.**

State of Connecticut Department of Public Health Chronic & Convalescent Nursing Home License No. 2427
Medicare Provider No.
Medicaid Provider No.

4.3 **Candlewood.**

State of Connecticut Department of Public Health Chronic & Convalescent Nursing Home License No. 2426
Medicare Provider No.
Medicaid Provider No.

4.4 **TNW.** If the MBHM Proposal is accepted by the Town, whether for an acquisition or a lease, MBHM will apply immediately to the CDPH for a change of ownership and licensure for a chronic and convalescent nursing home. We expect that MBHM will be approved in the shortest possible time. Please see the letter from Heather Berchem, Esq., attached as Exhibit B discussing the process and MBHM’s prospects for a quick licensing turnaround.

V. **Management and Transition Team**
PROPOSAL/ THE NATHANIEL WITHERELL

MB HEALTHCARE MANAGEMENT WITH
THE TOWN OF GREENWICH

December 15, 2020
VI. Experience

6.1 Projects and Management Experience. MBHM and its principals have over 30 years' combined experience owning, operating, managing and staffing long term care skilled nursing facilities and short term rehabilitation centers with a demonstrable track record of award winning success including the Greenwich Woods facility. Following are MBHM's Connecticut facilities with pertinent information. Special attention has been given to Greenwich Woods below and its programs given the close proximity to TNW and care similarities.

Candlewood Valley Health & Rehabilitation ("Candlewood")
30 Park Lane East, New Milford, Connecticut 06776
148 Beds
Acquisition Date: 2016

Hamden Rehabilitation and Health Care ("Hamden")
1270 Sherman Lane, Hamden, Connecticut 06514
153 Beds
Acquisition Date: 2016

Greenwich Woods Rehabilitation and Health Care
1165 Kings Street, Greenwich, Connecticut 06831
217 Beds
Acquisition Date: 2015

6.2 MBHM Facilities Awards and Recognition. MBHM facilities have received the following awards and recognition:

US News top 5 Connecticut nursing homes for 4 consecutive years
Providigm's Embracing Quality Award
American Health Care Association's Silver Achievement in Quality Award
Medicare's 5 Star Rating
Candlewood is New Milford's only 5 star rated facility
American Health Care Association’s Bronze Commitment to Quality Award
My InnerView’s Excellence in Action Award
Voted “The Best” in the Law Tribune Reader’s poll by Connecticut Legal Community

6.3 MBHM Facilities Clinical Outcomes. The following are MBHM’s significant clinical outcome metrics for the Connecticut facilities:

5 star rating on Quality Measures – 3 homes
4 star rating on Quality Measures – 1 home
Improvement in Function - higher than the state average
State 68.3% MBHM 70%
Successful Discharge to the Community - higher than the state average
State 58.6% MBHM 63.6%
Pressure injuries - lower than the state average
State 3.2% MBHM 1.65%
Short Stay Medicare readmissions risk adjusted - lower than the state average
State 21.3% MBHM 18.7%
Short Stay Medicare emergency department visits risk adjusted - lower than the state average
State 9.9% MBHM 9.4%

The Greenwich Woods clinical programs are attached as Exhibit C.

6.2 MBHM COVID-19 Management. Handling mitigation of the COVID-19 spread of infection among the infirm and elderly was a unique and difficult challenge in the nursing home setting. Facilities needed to be flexible and change course rapidly and frequently as more information about the virus was made available. The MBHM team was uniquely positioned because of their ability to keep fine tuning their action plans based on constantly shifting guidance from the health agencies, and even more so by being in tune with the “on the ground” implementations. The MBHM team successfully set up stable supply chains of PPE and disinfecting materials which helped mitigate the spread and alleviate employee concern while working on the frontlines treating patients. Some of the extensive efforts undertaken at the MBHM facilities in order to reduce the risk of Covid-19 exposure and communications with CDPH are set forth on Exhibit D.

VII. References and Professional Advisors

7.1 MBHM’s Transactional Advisors
7.2 References. Letters of reference are attached as Exhibit F.

VIII. RFP Attachments

8.1 Proposal Addenda. Each of the following completed addenda are attached as Exhibit F.

Management Services for the Nathaniel Witherell Reply Sheet
Insurance Procedure Form
Statement of Proposing Company’s Qualifications
Vendor Information & Signatory Form

MBHM requests that all information submitted by and about MBHM be maintained as confidential and disclosed only on a need to know basis within the Town and by its professional advisors.

MBHM is pleased to have submitted this Proposal to the Town and would welcome the opportunity to meet and discuss MBHM’s interest in TNW and MBHM’s unique approach to combining TNW and Greenwich Woods as sister projects.

Very truly yours,
MB HEALTHCARE MANAGEMENT, LLC

By: Mordi Blass, Managing Director
EXHIBIT A
Financial Statements
EXHIBIT B
Berchem Letter
EXHIBIT C
Greenwich Woods Clinical Programs
Clinical Programs

Pulmonary
- Respiratory Therapist on staff Daily
- Pulmonologist on staff
- Tracheostomy Care including trach plugging/weaning

Pain Management
- Physiatrist/Pain Management Specialist on staff
- Injnt injections done on site

Cardiology
- Cardiologist on staff
- Cardiology rounds monthly
- CHF management program

Urology
- Urologist on staff
- In-house evaluations/treatment if needed

Dementia Care
- Each facility has a secured dementia unit
  - Outdoor Courtyards
  - Low Sensory and Sensory Stimulation Rooms
- Music therapists on staff
- Memory Impairment Program and Activities
- Second Wind Virtual Dementia Tour program for staff and family education
- Family Support Group
- Pet therapy

Physical Medicine
- Physiatrist on staff
- PT/OT/ST
- E-Stimulation
- Ultrasound
- Diathermy

Wound Management
- Wound Physician on staff
- Weekly wound rounds
- Negative Pressure Wound Therapy

Falls Prevention Program
- No deficiencies related to falls in 2019 and 2020.

Clinical QAPI
- Clinical Indicators and Quality Measures are reviewed monthly
- Monthly clinical report submitted to corporate
- Monthly clinical report comparing facilities
EXHIBIT D
Covid Management
Covid 19 preparations and response

Greenwich Woods, due to its proximity to New York, was one of the first facilities in the state to be impacted by the coronavirus pandemic. At that time, there was little guidance available from state or local health departments on pandemic management and there was a national shortage of PPE and testing. MBHM used its streamlined and efficient corporate structure to quickly respond to assist the facilities in facing this new challenge.

Using an Incident Command strategy, MBHM immediately reconfigured its management team to act as a Command Center. This allowed for corporate staff to develop a proactive pandemic strategy and allowed facilities to save their resources for implementation and day to day management. Our plan was the first one to be submitted to the Department of Public Health (See attachment #1 – March 4, 2020).

Key areas of focus were (and still remain):

- Keeping abreast of clinical guidance related to COVID-19 and Infection Control and Prevention,
- Developing clinical policies and procedures based on CDC, CMS, and DPH guidance,
- Providing education to employees, residents, and families,
- Monitoring clinical performance and infection prevention protocols,
- Maintaining adequate staffing,
- Obtaining appropriate levels of PPE,
- Maintaining facility operations,
- Maintaining a viable financial position,
- Communicating effectively with employees, residents, families, and clinicians.

**Operations**

- Regular conference calls with facility management (Administrator, DNS, IP)
- Maintained appropriate bed management including electronic versions of each facility’s physical plant bedboard
- Reviewed weekly staffing and contingency staffing plans
- Reached out to national, state and local staff agencies for contingency staffing plan
- Maintained regular Medical Staff Meetings
- Developed and currently maintain weekly communications to Staff, Residents and Family
- Purchased ipads for electronic communications with families (before the state!)

**Supplies – Logistics**

- Successful in supplying each facility with PPE prior to pandemic
- Owners’ relationships with national/international suppliers allowed for creative ways to obtain PPE
- Developed supply management spreadsheets for usage and ordering
- While state supply chain decreased, owners maintained relationships and were able to maintain appropriate PPE. No need to use emergency protocols (garbage bags)
- Stockpiles were established early and maintained

**Clinical**

- Monitored CDC website for updated guidance
- Attended weekly calls with DPH
- Immediately Increased Clinical Conducting Resources to Full time position
• Developed and implemented policy and procedure based on CDC guidance
  o Established relationships with State Experts for guidance
  o Infection control specialists
• State dept. of Epidemiology physicians
• Arranged in conjunction with State Epidemiology dept. to conduct one of the first point prevalence study in the state
• Conducted weekly educational sessions with facility clinical team to review CDC and policy implementation and guidance

Financial
• Implemented an employee bonus program
• Monitored staff HR policies
• Monitored CMS Medicare Waivers for billing procedures

Accomplishments

Our infection prevention strategies were effective in keeping COVID-19 out of 2 of our facilities. The remaining two facilities are located in counties with the highest community prevalence of COVID-19 (Fairfield and New Haven). The spread of illness was effectively mitigated by our rapid response to an unknown pandemic. Our efforts in the Greenwich facility led to our being approached by the Department of Public Health to establish a COVID-19 positive unit in collaboration with the state. Planning was in place for this project but as the incidence of new cases of COVID-19 decreased, the opening of this unit was not required.

Our relationship with and support of the staff in the facilities, combined with their dedication and commitment to our residents, resulted in our being able to appropriately staff our facilities without having to utilize agency staff.

Our corporate structure allowed for a rapid response to emerging issues in the pandemic, with our often implementing effective strategies prior to guidance from DPH. This proactive approach was responsible for our effective management of the pandemic.
EXHIBIT E
Reference Letters
EXHIBIT F
RFP Addenda
TOWN OF GREENWICH, CT

REQUEST FOR PROPOSAL #7568  DEADLINE: 12/15/2020  DUE: 11:00 AM

MANAGEMENT SERVICES FOR THE NATHANIEL WITHERELL

REPLY SHEET (Page 1 of 4)

Respondent shall complete and submit the Reply Sheets with the proposal.

FEE STRUCTURE

Respondent shall submit a fixed fee structure for the services provided. Any travel expenses associated with these services shall be incorporated in the fixed fees.

EXCEPTIONS

Respondent shall indicate below all exceptions being taken to the language of this Request For Proposal, terms, and/or to the contract format. Respondents may be disqualified from consideration if raised exceptions are not reconciled to the satisfaction of the Town.

N/A

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Respondent’s Company:  MB Healthcare Management, LLC

Respondent’s Authorized Signature:  [Signature]

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TOWN OF GREENWICH, CT

REQUEST FOR PROPOSAL #7568  DEADLINE: 12/15/2020  DUE: 11:00 AM

MANAGEMENT SERVICES FOR THE NATHANIEL WITHERELL

REPLY SHEET (Page 2 of 4)

NON-COLLUSION LANGUAGE

In submitting this proposal, the undersigned declares that this is made without any connection with any persons making another proposal on the same contract; that the proposal is in all respects fair and without collusion, fraud or mental reservation; and that no official of the Town, or any person in the employ of the Town, is directly or indirectly interested in said proposal or in the supplies or work to which it relates, or in any portion of the profits thereof.

COMPLIANCE WITH ETHICS CODE

In submitting this proposal, the undersigned further declares that it has not, and will not, induce or attempt to induce any Town of Greenwich employee or officer to violate the Greenwich Code of Ethics in connection with its offer to provide goods or services under, or otherwise in the performance of, such contract.

The undersigned further understands that the above declarations are material representations to the Town of Greenwich made as a condition to the acceptance of the proposal. If found to be false, the Town of Greenwich retains the right to reject said proposal and rescind any resulting contract and/or purchase order and notify the undersigned accordingly, thereby declaring as void said proposal and contract or purchase order.

RESPONDENT'S INFORMATION:

COMPANY NAME  MB Healthcare Management, LLC
ADDRESS  1165 King Street, Greenwich, CT 06831

TELEPHONE #  203-531-1335  FAX #  203-531-0462
E-MAIL ADDRESS  Mbliss@greenwichwoods.com
WEB SITE  www.greenwichwoods.com

AUTHORIZED SIGNATURE  

PRINT NAME  Mordi Blass
TITLE  Managing Director

STATE OF CT TAXPAYER ID #
FEDERAL TAXPAYER ID #
INCORPORATED IN THE STATE OF Delaware  Corporate Seal  Yes  No
NON-COLLUSION LANGUAGE (CONTINUED)

The Greenwich Code of Ethics can be found at www.greenwichct.gov. Relevant provisions of the Code of Ethics state as follows:

DEFINITION. (1) Indirect interest, without limiting its generality, shall mean and include the interest of any subcontractor in any prime contract with the Town and the interest of any person or his immediate family in any corporation, firm or partnership which has a direct or indirect interest in any transaction with the Town. (2) Substantial financial interest shall mean any financial interest, direct or indirect, which is more than nominal and which is not common to the interest of other citizens of the Town. (3) Town officer shall mean and include any official, employee, agent, consultant or member, elected or appointed, of any board, department, commission, committee, legislative body or other agency of the Town. (4) Transaction shall mean and include the offer, sale or furnishing of any real or personal property, material, supplies or services by any person, directly or indirectly, as vendor, prime contractor, subcontractor or otherwise, for the use and benefit of the Town for a valuable consideration, excepting the services of any person as a Town officer.

GIFTS AND FAVORS. No Town officer or his immediate family shall accept any valuable gift, thing, favor, loan or promise which might tend to influence the performance or nonperformance of his official duties.

IMPROPER INFLUENCE. No Town officer having a substantial financial interest in any transaction with the Town or in any action to be taken by the Town shall use his office to exert his influence or to vote on such transaction or action.

By signing below, the undersigned declares that he/she has read the non-collusion language contained herein and agrees to abide by its contents:

AUTHORIZED SIGNATURE __________________________________________

PRINT NAME ____________ Mordi Blass

COMPANY NAME _________ MB Healthcare Management, LLC

CONTRACT SIGNATURE

The Respondent shall indicate below, the full name, title, and the complete mailing address of the authorized person (i.e., officer of the company) who will sign the contract (if one is needed) for this procurement:

Mordi Blass, Managing Member
1165 King Street
Greenwich, Connecticut 06831
203-531-1335
TOWN OF GREENWICH, CT
REQUEST FOR PROPOSAL #7568 DEADLINE: 12/15/2020 DUE: 11:00 AM
MANAGEMENT SERVICES FOR THE NATHANIEL WITHERELL
REPLY SHEET (Page 4 of 4)

INSURANCE PROCEDURE FORM

THE RESPONDENT SHALL RETURN THIS COMPLETED FORM WITH THE PROPOSAL. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE PROPOSAL.

The Respondent shall take the Insurance Requirement Sheet (Exhibit A) to the Respondent’s insurance agent/broker upon receipt of the proposal documents. The Respondent and the agent/broker shall familiarize themselves with the required levels of insurance, and the documentation process necessary for the successful development of a contract with the Town of Greenwich, CT for this project.

The Respondent shall determine if existing insurance coverage is sufficient, or if any costs for new or additional coverage is required for the specified work noted in this Request for Proposal. Any proposals which contain exceptions to the insurance requirements may be considered nonresponsive and may be rejected.

STATEMENT OF RESPONDENT AND RESPONDENT’S AGENT/BROKER:

We have read the insurance requirements for this project and confirm that we are willing and able to document the required levels of coverage as the Town of Greenwich, CT has specified. The proposal pricing submitted reflects all insurance costs for this project.

If awarded this contract, the complete and correct insurance documentation shall be submitted to the Town of Greenwich, CT within ten (10) days after the date of the award of the contract.

Respondent’s Company Name: MB Healthcare Management LLC

Authorized Respondent’s Signature:  

Date: 12/14/2020

Respondent’s Insurance Agent/Broker’s Company Name: Ari Gross, The Omni Agency

Authorized Agent/Broker’s Signature:  

Date: 12/10/2020
STATEMENT OF PROPOSING COMPANY'S QUALIFICATIONS

Company Name  MB Healthcare Management, LLC

Address  1165 King Street
          Greenwich, Connecticut 06831

Phone Number  203-531-1335

When organized  2014

State of incorporation  Delaware

How many years has company been engaged in business related to this proposal under the present company's name:  6 Years

Contracts now in hand (gross amount)  Not Applicable

Company officers  Mordi Blass
                     Moshe Bernstein

Have you ever defaulted on a contract or failed to complete a contract within the specified time?

☐ Yes  □ No

If so, please explain: ____________________________________________

Proposer agrees prices will remain firm for N/A days.

AUTHORIZED SIGNATURE  

PRINT NAME  Mordi Blass

TITLE  Managing Director

TEL. NO.  203-531-1335

TAXPAYER IDENTIFICATION NO.  [Redacted]
Vendor Information & Signatory Form
For all Contracts Equal to or Greater than $250,000

MB Healthcare Management

Vendor Name: __________________________________________________________________________

Primary Business Address: 1165 King Street, Greenwich, Connecticut 06831

Telephone: 203-531-1335 Fax: 203-531-0462

Email: Mbllass@greenwichwoods.com Web Site: www.greenwichwoods.com

Secondary Business Location (if any):

Business Address: ______________________________________________________________________

Telephone: ______________________ Fax: ______________________

Email: ______________________ Web Site: ______________________

Business Address: ______________________________________________________________________

Telephone: ______________________ Fax: ______________________

Email: ______________________ Web Site: ______________________

Type of Entity: Corporation: __________ Type of Corp.: __________ LLC: X

Partnership: Joint Venture: __________ Sole Proprietorship: __________

Other (please describe): __________________________________________________________________

1. CT State Business License Number (if applicable): Not Applicable

2. State Agency issuing license: __________________________________________________________________

2. Number of years in business under entity name: 6 Years

3. Provide below the full names of entity's owners (> 20% ownership), officers and managers. (use a separate sheet of paper if necessary)

   Mordi Blass

   Moshe Bernstein

4. Has the entity changed its name within the past 3 years?

   YES o      NO X

5. If yes, provide former name(s): __________________________________________________________________

6. Have there been any recent (within the last three years) changes in control/ownership, 2.21% of the entity?

   YES o      NO X

7. If yes, explain. (use a separate sheet of paper if necessary)

8. Have officers or principals of the entity ever had any license suspended or revoked (other than Driver's License) for any reason?

   YES o      NO X

9. If yes, please explain. (use a separate sheet of paper if necessary)

10. Is the entity or has the entity, or any of its principals, officers, members or owners ever been a party to or involved in any US civil, criminal, antitrust violation, regulatory action, settlements, lawsuit or other legal action involving the Town of Greenwich or any other municipality in the States of CT or NY related to the vendor's business activities?

    YES o      NO X
Vendor Information & Signator Form (continued)

11. If the answer to question number 10 is 'yes', please explain below. (use a separate sheet of paper if necessary.)

_____________________________________________________________________________________________________________________________________________________________

_____________________________________________________________________________________________________________________________________________________________

12. Has any principal, officer, member or owner of the undersigned entity within the last three years been a principal, officer, member or owner of any entity that has filed for bankruptcy or been voluntarily or involuntarily dissolved?

YES ○ NO ☑

13. Name and title of person completing / responsible for submission of this bid or contract and the responses to this questionnaire: Mordi Blass, Managing Member

14. Telephone number and email address for person identified in questions #13:

Phone No.: 203-531-1335 Email Address: Mblass@greenwichwoods.com

15. If requested by the Town during the solicitation process, the vendor hereby agrees to provide the Town with copies of the most recent three (3) years of Loss History Reports for all lines of insurance coverage from its insurance carrier (as named herein) for all contracts and RFPs/RFQs/RFBs equal to or in excess of $250,000.

YES ☑ NO ○

Name of Insurance Carrier: _________________________________________________________________

The loss history reports shall include claims data for all fifty US states; detail of each claim for the past three years for AL, GL, WC; and a summary page with the annual total claim amounts for the past three years for AL, GL, and WC.

16. Have any claims been made against the entity’s performance bond? YES ○ NO ☑

17. Please indicate whether your entity is currently debarred from doing business in the State of Connecticut or any other state.

YES ○ List of States: ________________________________________________________________ NO ☑

18. Please indicate whether your entity has ever been convicted of OSHA violations.

YES ○ (Attach separate page(s) with explanation.) NO ☑

With regard to item No.17 and 18, the vendor understands and agrees that it has a continuing obligation to inform the Town of any OSHA violation and if it is debarred from doing business in the State of Connecticut or any other State after it has submitted this Vendor Information Form. The Vendor understands and agrees that its obligation to keep the Town informed of any change in status continues up to and including the time of award of the contract and if vendor is awarded the contract, its obligation shall continue during the entire duration of the contract.

19. Provide below an inventory list of all major equipment owned by the entity that would be used on this project:

Not Applicable

_____________________________________________________________________________________

_____________________________________________________________________________________

_____________________________________________________________________________________

_____________________________________________________________________________________

20. Provide a complete list of the entity’s current public customers located in the State of Connecticut:

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<thead>
<tr>
<th>CUSTOMER</th>
<th>ADDRESS</th>
<th>CONTRACT ANNUAL AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Not Applicable</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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FAILURE TO COMPLETE THIS FORM OR FAILURE TO PROVIDE THE NECESSARY BACK UP INFORMATION FOR ANY QUESTION ON THIS FORM MAY RESULT IN DISQUALIFICATION.

Signature: __________________________ Date: 12/14/2020

Print Name and Title: Mordi Blass, Managing Director