

1. Meeting Minutes

Documents: [MARCH 7, 2016 - FINANCE.PDF](#), [MARCH 7, 2016 - RULES.PDF](#),
[MARCH 7, 2016 - _FEB_22_FULL_LEG_RECONVENED.PDF](#), [MARCH 7, 2016,](#)
[PUBLIC_SAFETY.PDF](#)

2. Committee Agendas

Documents: [E-3-7-16.PDF](#), [F-3-7-16.PDF](#), [GS-3-7-16.PDF](#), [H-3-7-16.PDF](#), [MA -3-7-16.PDF](#),
[PL-3-7-16.PDF](#), [PS-3-7-16.PDF](#), [PW-3-7-16.PDF](#), [R-3-7-16.PDF](#), [TV-3-7-16.PDF](#),
[VS-3-7-16.PDF](#)

3. Addendum

Documents: [F-3-76-16 ADDENDUM.PDF](#), [PS-3-7-16 ADDENDUM.PDF](#), [R-3-7-16 ADDENDUM.PDF](#)

4. Contracts

Documents: [A-4-16 WEB.PDF](#), [A-7-16 WEB.PDF](#), [A-8-16 WEB.PDF](#), [B-1-16 WEB.PDF](#),
[E-43-16 WEB.PDF](#), [E-44-16 WEB.PDF](#), [E-45-16 WEB.PDF](#), [E-46-16 WEB.PDF](#)

PUBLIC NOTICE

PLEASE TAKE NOTICE THAT THE **NASSAU COUNTY LEGISLATURE WILL HOLD COMMITTEE MEETINGS OF THE LEGISLATURE ON MONDAY, MARCH 7, 2016 STARTING AT 1:00 PM AND WILL HOLD A FULL SESSION OF THE LEGISLATURE ON MONDAY, MARCH 21, 2016 STARTING AT 1:00 PM** IN THE PETER J. SCHMITT MEMORIAL LEGISLATIVE CHAMBER, 1st FLOOR, THEODORE ROOSEVELT EXECUTIVE AND LEGISLATIVE BUILDING, 1550 FRANKLIN AVENUE, MINEOLA, NEW YORK 11501.

FULL LEGISLATIVE SESSION.....1:00 PM

COMMITTEE	TIME
RULES	1:00PM
PUBLIC SAFETY	1:00PM
PLANNING, DEVELOPMENT & THE ENVIRONMENT	1:00PM
TOWNS, VILLAGES AND CITIES	1:00PM
ECONOMIC & COMMUNITY DEVELOPMENT & LABOR	1:00PM
PUBLIC WORKS AND PARKS	1:00PM

HEALTH AND SOCIAL SERVICES	1:00PM
GOVERNMENT SERVICES AND OPERATIONS	1:00PM
MINORITY AFFAIRS	1:00PM
VETERANS AND SENIOR AFFAIRS	1:00PM
FINANCE	1:00PM

FRANK MORONEY

Clerk Pro Tempore Of the Legislature
Nassau County, New York

Dated: February 29, 2016
Mineola, NY

As per the Nassau County Fire Marshall's Office, the Peter J. Schmitt Memorial Legislative Chamber has a maximum occupancy of 251 people and the outer chamber which will stream the meeting live, has a maximum occupancy of 72. Passes will be distributed on a first come first served basis beginning one half hour before the meeting begins and attendees will be given an opportunity to sign in to address the Legislature for a maximum of three minutes. Public comment is limited to Agenda items. The Nassau County Legislature is committed to making its public meetings accessible to individuals with disabilities and every reasonable accommodation will be made so that they can participate. Please contact the Office of the Clerk of the Legislature at 571-4252, or the Nassau County Office for the Physically Challenged at 227-7101 or TDD Telephone No. 227-8989 if any assistance is needed. Every Legislative meeting is streamed live on <http://www.nassaucountyny.gov/agencies/Legis/index.html>.

NASSAU COUNTY LEGISLATURE

NORMA GONSALVES,
PRESIDING OFFICER

FINANCE COMMITTEE

RICHARD NICOLELLO,
CHAIRMAN

1550 Franklin Avenue
Mineola, New York

March 7, 2016
3:03 p.m.

REGAL REPORTING SERVICES
516-747-7353

A P P E A R A N C E S:

RICHARD NICOLELLO
Chairman

VINCENT MUSCARELLA
Vice-Chair

ROSE MARIE WALKER

DONALD MACKENZIE

DELIA DeRIGGI-WHITTON
Ranking

SIELA A. BYNOE

LAURA CURRAN

FRANK MORONEY, Clerk Pro Tempore

LIST OF SPEAKERS

DEIDRE CALLEY	7
BEAUMONT JEFFERSON.	24
JERRY PODLESAK.	28
JOSH MEYER.	35

INSERTS TO TRANSCRIPT

Page 11, Line 17 - Page 22, Line 25
Page 31, Line 5 - Page 32, Line 10

2 CHAIRMAN NICOLELLO: I ask the Clerk Pro
3 Tempore to call the roll, please.

4 MR. MORONEY: Yes, sir.

5 Deputy Presiding Chairman Richard
6 Nicolello

7 CHAIRMAN NICOLELLO: Here.

8 MR. MORONEY: Vice Chairman Vincent
9 Muscarella?

10 LEGISLATOR MUSCARELLA: Here.

11 MR. MORONEY: Legislator Rose Walker?

12 LEGISLATOR WALKER: Here.

13 MR. MORONEY: Legislator Donald
14 Mackenzie?

15 LEGISLATOR MACKENZIE: Here.

16 MR. MORONEY: Legislator Delia DeRiggi-
17 Whitton?

18 LEGISLATOR DeRIGGI-WHITTON: Here.

19 MR. MORONEY: Legislator Laura Curran?

20 LEGISLATOR CURRAN: Here.

21 MR. MORONEY: Legislator Seila Bynoe?

22 LEGISLATOR BYNOE: Here.

23 MR. MORONEY: You have a quorum, Mr.
24 Chairman.

25 CHAIRMAN NICOLELLO: Thank you.

There was a number of items before the Public Safety Committee that will also be on this committee, and I would just ask that the minutes be incorporated by reference to this committee.

Item 58-2016 is a resolution authorizing the county executive to execute a grant agreement between the County of Nassau, acting on behalf of the Department of Parks and Recreation and Museums and the Seaford Historical Society.

LEGISLATOR WALKER: So moved.

LEGISLATOR MACKENZIE: Second.

CHAIRMAN NICOLELLO: Moved by Legislator Walker, seconded by Legislator Mackenzie.

Any discussion on this item?

(No verbal response.)

Any public comment?

(No verbal response.)

All in favor signify by saying aye.

(Aye.)

Those opposed?

(No verbal response.)

The item carries unanimously.

Item 59-2016 is a resolution providing for the issuance of a warrant directing the

treasurer of the County of Nassau to pay to the supervisors of the several towns and the treasurers of several villages and the cities within the County of Nassau, the sums as apportioned by the Nassau County Legislature based on a report filed by the County Treasurer and the County Clerk, showing deposits from mortgage taxes for the quarter beginning October 1, 2016 through December 31, 2016; pursuant to the County Government Law of Nassau County and the Nassau County Administrative Code.

LEGISLATOR MUSCARELLA: So moved.

LEGISLATOR WALKER: Second.

CHAIRMAN NICOLELLO: Moved by Legislator Muscarella, seconded by Legislator Walker.

This is the mortgage taxes, obviously.

Any discussion? Legislator DeRiggi-Whitton.

LEGISLATOR DeRIGGI-WHITTON: I have a question.

CHAIRMAN NICOLELLO: Do we have someone to speak on this item?

MS. CALLEY: Hi. Deidre Calley, Office of Legislative Budget Review.

LEGISLATOR DeRIGGI-WHITTON: Should it be budget review for this?

CHAIRMAN NICOLELLO: She's at the mic, so let's give her a shot at answering the question. Who else do you want?

LEGISLATOR DeRIGGI-WHITTON: Someone from the administration, I thought.

MS. CALLEY: The reason we came is because we allocate the money between the different villages. That's what our office does.

LEGISLATOR DeRIGGI-WHITTON: If it's okay with you, maybe the county attorney should just make a statement on the record.

CHAIRMAN NICOLELLO: The county attorney to make a statement about what?

LEGISLATOR DeRIGGI-WHITTON: Okay. Then I would just like to put a question on the record. Are any of these proceeds being withheld in connection with the dispute of the reimbursement of the FIT tuition?

CHAIRMAN NICOLELLO: The question is whether any of the mortgage taxes are being withheld because of the dispute over FIT, with the towns over the FIT tuition. Does anyone have

an answer to that question? So the question is on the record. Obviously, this is the first step in the process, in terms of the committees. So you will have an answer, if not by Rules --

LEGISLATOR DeRIGGI-WHITTON: If they could provide that and also just when they expect to have the towns and villages reimbursed completely, like how long of a delay this is going to be.

CHAIRMAN NICOLELLO: Doesn't that depend on how long the lawsuit lasts?

LEGISLATOR DeRIGGI-WHITTON: Yeah. It depends on what's going on. If it something with FIT or not, I don't know if it is connected or not.

CHAIRMAN NICOLELLO: I think there is litigation.

LEGISLATOR DeRIGGI-WHITTON: If that's what this is.

CHAIRMAN NICOLELLO: I don't know if it's the mortgage taxes or sales taxes that are being withheld. If there is litigation over the issue, if there is then it won't be disbursed until after the litigation is completed.

LEGISLATOR DeRIGGI-WHITTON: Right. So if it's connected to FIT, that's just something we need to know. I don't even know if that's the case. As long as we know by Monday, the 21st.

CHAIRMAN NICOLELLO: All right.

Any other questions or discussion?

(No verbal response.)

Any public comment?

(No verbal response.)

All in favor signify by saying aye.

(Aye.)

Those opposed?

(No verbal response.)

Carries unanimously.

Items 60, 61, 62, 67, 68, 69, 71, 72, 73, and 74, these are all ordinances supplemental to the annual appropriation ordinance in connection with the Traffic Safety Board, Office of Emergency Management, District Attorney's Office, Police Department, Department of Toxicology/Medical Examiner, and the Office of Housing and Community Development.

LEGISLATOR WALKER: So moved.

LEGISLATOR MACKENZIE: Second.

CHAIRMAN NICOLELLO: Moved by Legislator Walker, seconded by Legislator Mackenzie.

Any discussion on these items?

(No verbal response.)

Any public comment?

(No verbal response.)

All in favor signify by saying aye.

(Aye.)

Those opposed?

(No verbal response.)

Those items carry unanimously.

(Whereupon, the following are the minutes of the March 7, 2016, Public Safety Committee pertaining to Clerk Items 60-16, 61-16, 62-16, 67-16, 68-16, 69-19, 71-16, and 72-16.)

The first item to come before us, we're going to call together, Item 60-16, together with 68-16 and 69-16. They are all ordinances supplemental to the annual appropriation ordinance in connection with the Traffic Safety Board.

Who do we have for traffic safety? We have Chris.

Motion by Rose Walker, seconded by Donald Mackenzie on all three of those items.

MR. MISTRON: Christopher Mistron,
Director of Traffic Safety.

The first item which was called, the 60-16, was a grant for \$3,000 dedicated for the Child Passenger Safety Program provided by Traffic Safety. The grant allows for Traffic Safety to purchase car seats and equipment for doing specifically our mobile traffic child safety seat checks, which actually we do in the legislative districts.

CHAIRMAN DUNNE: Which is a great program. We might as well as well vote on them individually. We called them all together but we're going to vote on them individually.

The motion is made and passed.

Does anybody have any questions on this item?

(No verbal response.)

There being none; all those in favor indicate by saying aye.

(Aye.)

Any against?

(No verbal response.)

It passes on to Finance.

The next one was 68-16.

MR. MISTRON: 68-16, again is a grant that we received. There is surcharge money charged for people that park in handicapped parking spaces. The legislation in the State calls for that surcharge to be able to be used for educational programs involved for physically challenged people. We utilize that money through another organization to do everything from child specialized traffic safety programs to mobility programs.

CHAIRMAN DUNNE: Okay. Any questions on this from any of the legislators?

(No verbal response.)

All in favor indicate by saying aye.

(Aye.)

Against?

(No verbal response.)

It passes on to Finance also.

Now 69-16.

MR. MISTRON: The final one is the police traffic services grant, that again, Traffic Safety applied for on behalf of all the police departments in Nassau County, the Nassau

2 County PD and the village and city police.

3 This particular enforcement is split
4 between the annual Buckle-Up enforcement wave
5 that takes place the end of May, as well as
6 specialized enforcement for everything from
7 pedestrian safety to speed enforcement and
8 aggressive driving enforcement, as well as the
9 new component for cell phone use.

10 CHAIRMAN DUNNE: Any questions on this?

11 (No verbal response.)

12 There being none; all in favor indicate
13 by saying aye.

14 (Aye.)

15 Any against?

16 (No verbal response.)

17 It passes unanimously on to Finance.

18 Thank you, Mr. Mistrion.

19 The next item coming up before us will be
20 Item 61-16, an annual appropriation ordinance in
21 connection with the Office of Emergency
22 Management.

23 Who do we have?

24 LEGISLATOR WALKER: So moved.

25 CHAIRMAN DUNNE: Moved by Rose Walker,

seconded by Vincent Muscarella, Legislator
Muscarella.

MR. DELANEY: Hi, everyone. Tom
Delaney, Nassau County OEM. This is a New York
State grant funded by cellular surcharge revenue.
When you look on your cell phone bills, now you
know where some of this money is going to.

This is called the public safety
answering point grant. We applied for \$163,406
last year to upgrade the Firecom dispatch system,
which, as many people are aware, suffered two
outages last year, not just affecting the county
dispatch system but potentially, even though
they're a fire department that do self dispatch
because Firecom is a backup. What the system is
going to do is allow them to start transitioning
into newer technology. This system is very
expandable. We're going to start off with
something small, still utilizing the current
system and then build onto that.

The award amount that we received was for
\$137,000. Like I said, the system was 163.
We're going to be able to backfill this with
money from our other homeland security grants

because this involves interoperable communications. So we will be able to meet the goal that was originally asked for.

CHAIRMAN DUNNE: Welcome to the future.

Any questions from any of the legislators?

(No verbal response.)

There being none; all in favor indicate by saying aye.

(Aye.)

Any against?

(No verbal response.)

Okay. Thank you kindly. This goes on to Finance.

The next item is Item 62-16, and we're going to call also 67-16 and 74-16 because they are all dealing with the district attorney's office. They are all ordinances supplemental to the annual appropriations ordinance in connection with the district attorney's office.

LEGISLATOR WALKER: So moved.

LEGISLATOR MUSCARELLA: Second.

CHAIRMAN DUNNE: Moved by Legislator Walker, seconded by Legislator Muscarella.

MR. MCMANUS: Bob McManus, District Attorney's Office.

Item 62 is for the Nassau County District Attorney's Office rapid intervention and services model. Funds will be used by the district attorney's office to reduce DWI repeat offenses by addressing two specific issues within the criminal justice system: predicting which offenders are likely to reoffend by utilizing non-traditional assessment tools and reducing the amount of time between arrest and disposition of the case.

Research conducted by the state has shown that offenders respond to intervention, but only if there are swift and clear consequences for recidivistic behavior. Offenders will be tracked throughout the process in order to evaluate compliance with the program and sanctions will be imposed accordingly. This is funded entirely by grant money.

CHAIRMAN DUNNE: You might as well do all three while you're there. Do the other two.

MR. MCMANUS: Excuse me, sir?

CHAIRMAN DUNNE: 67 also.

MR. MCMANUS: Yes. This item is the motor vehicle theft and insurance fraud prevention grant program. The Nassau County District Attorney's Office motor vehicle theft and insurance fraud prevention program investigate and prosecute motor vehicle theft and motor vehicle insurance fraud cases.

Investigative efforts target medical mills and auto body shops suspected of no-fault fraud, with an emphasis of undercover investigations. The program also facilitates cooperation between law enforcement agencies and the insurance industry in combating the program of auto-related insurance fraud.

CHAIRMAN DUNNE: And that's funded through?

MR. MCMANUS: It's a grant funded through New York State Division of Criminal Justice Services.

CHAIRMAN DUNNE: Excellent. And then 74-16.

MR. MCMANUS: Item Number 74 is the crimes against revenue program. Funds will be used by the Nassau County District Attorney's

Office for continuation of the crimes against revenue program. This program will provide effective investigation and prosecution of cases that have adverse affects on all government revenues, including, but not limited to, sales and personal income tax evasion, Medicaid fraud, and enforcement of prevailing wage laws. And this is also 100 percent funded.

CHAIRMAN DUNNE: Excellent.

Any questions for Mr. McManus from any of the legislators?

(No verbal response.)

There being none; all those in favor of all three of these items indicate by saying aye.

(Aye.)

Any against?

(No verbal response.)

Thank you, Mr. McManus. All three will go on to Finance.

MR. MCMANUS: Thank you.

CHAIRMAN DUNNE: The next item to come before us is Item 71-16, which is an ordinance supplemental to the annual appropriation ordinance in connection with the police

department.

LEGISLATOR WALKER: So moved.

LEGISLATOR MACKENZIE: Second.

CHAIRMAN DUNNE: Rose Walker makes the motion, and Don Mackenzie seconds.

Lieutenant. Lieutenant, can I just ask you when did you get the promotion?

LIEUTENANT STEPHANOFF: December.

CHAIRMAN DUNNE: Excellent.
Congratulations.

LIEUTENANT STEPHANOFF: Thank you.

CHAIRMAN DUNNE: Great job. We used to call you Serg. Now it's Lieutenant.

LIEUTENANT STEPHANOFF: Thank you.

CHAIRMAN DUNNE: Okay. Item 71, can you tell us about this?

LIEUTENANT STEPHANOFF: This item appropriates \$145,783 in funds from the New York State Division of Criminal Justice Services. This is our surveillance apprehension and enforcement program. We use this for extra patrols for stolen autos in high theft areas, and we also send detectives for extra work for insurance fraud.

CHAIRMAN DUNNE: Excellent. Any questions from any legislator on this?

(No verbal response.)

All in favor indicate by saying aye.

(Aye.)

Any against?

(No verbal response.)

It passes on to Finance.

Thank you, Lieutenant.

LIEUTENANT STEPHANOFF: Thank you.

CHAIRMAN DUNNE: The next item to come before us is Item 72-16, an ordinance supplemental to the annual appropriation ordinance in connection with the Toxicology/Medical Examiner.

LEGISLATOR WALKER: So moved.

LEGISLATOR MUSCARELLA: Second.

CHAIRMAN DUNNE: Legislator Walker made the motion, seconded by Vincent Muscarella.

Now, on the item. Yes, ma'am

MS. DOOLING: Hi. Karen Dooling, Crime Laboratory, Medical Examiner's Office on behalf of toxicology.

This award is \$21,542 from the federal

government. It's a pass-through no match through the state. It will be used for conferences, the temperature monitoring system for the lab, and for overtime to perform casework.

CHAIRMAN DUNNE: What discipline is that?

MS. DOOLING: This is toxicology, which is separate from crime laboratory, but a toxicology person wasn't available today.

CHAIRMAN DUNNE: We do all that in-house here?

MS. DOOLING: Yeah. Toxicology deals with the death investigations in the medical examiner's office.

CHAIRMAN DUNNE: Excellent.

Any questions from any legislator?

(No verbal response.)

There being none; all in favor indicate by saying aye.

(Aye.)

Any against?

(No verbal response.)

It passes on to Finance.

Thank you, Karen.

(Whereupon, the following is the continuation of the March 7, 2016, Finance Committee meeting.)

CHAIRMAN NICOLELLO: Items 75 and 76, resolutions authorizing the county executive to execute grant agreements between the County of Nassau, acting on behalf of the Department of Parks, Recreation and Museums, and the Freeport Historical Society, and the St. John of Jerusalem Cemetery Inc.

LEGISLATOR MUSCARELLA: So moved.

LEGISLATOR WALKER: Second.

CHAIRMAN NICOLELLO: Moved by Legislator Muscarella, seconded by Legislator Walker.

Any questions or discussion?

(No verbal response.)

Any public comment?

(No verbal response.)

All in favor signify by saying aye.

(Aye.)

Those opposed?

(No verbal response.)

Those two items carry unanimously.

Item 77 is a resolution to authorize the

2 transfer of appropriations heretofore made within
3 the budget for the year 2016.

4 LEGISLATOR WALKER: So moved.

5 LEGISLATOR MACKENZIE: Second.

6 CHAIRMAN NICOLELLO: Moved by Legislator
7 Walker, seconded by Legislator Mackenzie.

8 Any discussion on this item?

9 (No verbal response.)

10 Any public comment?

11 (No verbal response.)

12 All in favor signify by saying aye.

13 (Aye.)

14 Mr. Jefferson.

15 MR. JEFFERSON: I just wanted to answer
16 the question on the mortgage tax.

17 CHAIRMAN NICOLELLO: Sure.

18 MR. JEFFERSON: We do not net on the
19 mortgage tax. There is no net on the mortgage
20 tax. That's paid in full. The netting is done
21 on the sales tax for FIT.

22 CHAIRMAN NICOLELLO: Okay. I think you
23 have your answer.

24 MR. JEFFERSON: Is that it?

25 LEGISLATOR DeRIGGI-WHITTON: So you're

not withholding because of the lawsuit? So, just on the record, they're getting the full amount of the sales tax?

MR. JEFFERSON: That is correct.

LEGISLATOR DeRIGGI-WHITTON: Thank you.

CHAIRMAN NICOLELLO: Thank you, Mr. Jefferson.

Next items are 78, 79, 80, 81, 82, 83, 84, 85, and 86. These are resolutions to authorize the county assessor and/or the county treasurer and/or the receiver of taxes of the Towns of Hempstead, North Hempstead, Oyster Bay, and the City of Long Beach to partially exempt from real property taxation, certain real properties situated in various school districts to correct a rate code error and taxes in accordance with petitions of the County Assessor; and to correct erroneous assessments and taxes in accordance with petitions.

LEGISLATOR WALKER: So moved.

LEGISLATOR MUSCARELLA: Second.

CHAIRMAN NICOLELLO: Moved by Legislator Walker, seconded by Legislator Muscarella.

These items are before the committee.

Any discussion on the items? Legislator
DeRiggi-Whitton.

LEGISLATOR DeRIGGI-WHITTON: I have one
quick question. I don't know who is here.

I just wanted to make sure it's not an
oversight that Glen Cove is not listed here. I
see Long Beach. Usually when Long Beach and all
the others towns are listed, Glen Cove is usually
there.

CHAIRMAN NICOLELLO: I think that may be
coincidental. I don't think they have to be.

LEGISLATOR DeRIGGI-WHITTON: It just
seems like everyone else is represented. If it's
zero, then okay.

CHAIRMAN NICOLELLO: I think it's when
these types of items come up, whether it's
correcting erroneous assessments or exempting
real property. If nothing is before or is in the
process at this point, it won't come to us.

LEGISLATOR DeRIGGI-WHITTON: Thank you.

CHAIRMAN NICOLELLO: Any other
discussion?

(No verbal response.)

Any public comment?

(No verbal response.)

All in favor signify by saying aye.

(Aye.)

Those opposed?

(No verbal response.)

Those items carry unanimously.

Items 87 and 88-2016 are resolutions to authorize the transfer of appropriations heretofore made within the budget for the year 2016.

LEGISLATOR WALKER: So moved.

LEGISLATOR MACKENZIE: Second.

CHAIRMAN NICOLELLO: Moved by Legislator Walker, seconded by Legislator Mackenzie.

Any discussion?

(No verbal response.)

Public comment?

(No verbal response.)

All in favor signify by saying aye.

(Aye.)

Those opposed?

(No verbal response.)

Those two items carry unanimously.

Item 89-2016, an ordinance supplemental

2 to the annual appropriation ordinance in
3 connection with the Office of Management and
4 Budget.

5 LEGISLATOR WALKER: So moved.

6 LEGISLATOR MUSCARELLA: Second.

7 CHAIRMAN NICOLELLO: Moved by Legislator
8 Walker, seconded by Legislator Muscarella.

9 Any discussion? Legislator DeRiggi-
10 Whitton.

11 LEGISLATOR DeRIGGI-WHITTON: On Item 89,
12 is there anyone here for that?

13 CHAIRMAN NICOLELLO: That would be OMB.

14 MR. PODLESAK: OMB asked me to speak on
15 this.

16 LEGISLATOR DeRIGGI-WHITTON: It was just
17 mentioned that there will be improvements made;
18 can you just discuss what improvements they are?

19 MR. PODLESAK: I don't know about that.
20 All I know is that this is one of four recurring
21 payments for the year for this period.

22 LEGISLATOR DeRIGGI-WHITTON: All right.
23 Maybe, again, for Monday, Chair, if that's okay.

24 CHAIRMAN NICOLELLO: For the 21st.

25 LEGISLATOR DeRIGGI-WHITTON: For the

2 21st. It just states in there that we are going
3 to have improvements for the legal service
4 system. I just want to see what the improvements
5 are.

6 MR. PODLESAK: I will inquire.

7 LEGISLATOR DeRIGGI-WHITTON: Just so we
8 know what we're voting on.

9 Thank you.

10 CHAIRMAN NICOLELLO: Thank you, Mr.
11 Podlesak.

12 Any other discussion?

13 (No verbal response.)

14 Public comment?

15 (No verbal response.)

16 All in favor signify by saying aye.

17 (Aye.)

18 The item carries unanimously.

19 93 and 94-2016, resolutions authorizing
20 the county executive to execute a grant agreement
21 between the County of Nassau, acting on behalf of
22 the Parks, Recreation and Museums Department and
23 Hood African Methodist Episcopal Zion Church and
24 the Long Island Children's Museum.

25 LEGISLATOR WALKER: So moved.

LEGISLATOR MACKENZIE: Second.

CHAIRMAN NICOLELLO: Moved by Legislator Walker, seconded by Legislator Mackenzie.

Any discussion on these items?

(No verbal response.)

Any public comment?

(No verbal response.)

All in favor signify by saying aye.

(Aye.)

Those opposed?

(No verbal response.)

Those two items carry unanimously.

We have a motion to suspend by Legislator Muscarella, seconded by Legislator Walker.

All in favor of suspending the rules for the addendum signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

The addendum is suspended.

Item 70 is an ordinance supplemental to the annual appropriation ordinance in connection with the Medical Examiner, Division of Forensic Services.

(Whereupon, the following is the minutes of the March 7, 2016, Public Safety Committee pertaining to Clerk Item 70-16.)

The item is Item 70-16, an ordinance supplemental to the annual appropriations ordinance in connection with the medical examiner's division of forensic services.

LEGISLATOR WALKER: So moved.

LEGISLATOR MACKENZIE: Second.

CHAIRMAN DUNNE: It is moved by Legislator Walker, seconded by Legislator Mackenzie.

Now, on this item.

MS. DOOLING: Hi. Karen Dooling, Crime Lab.

This is actually the same grant I was discussing before; one gets awarded to the toxicology laboratory from the state and another for the same amount, \$21,542 gets awarded to the crime laboratory.

For the crime laboratory, this money will be used to support our laboratory information management system, which is what we use to process all casework and keep track of our QC

records.

CHAIRMAN DUNNE: Okay. Any questions?

(No verbal response.)

There being none; all in favor indicate
by saying aye.

(Aye.)

Any against?

(No verbal response.)

This also passes and goes on to Finance.

(The following is the continuation of the
minutes of the March 7, 2016, Finance Committee
meeting.)

CHAIRMAN NICOLELLO: Moved by Legislator
Walker, seconded by Legislator Muscarella.

Any discussion on this item?

(No verbal response.)

Any public comment?

(No verbal response.)

All in favor signify by saying aye.

(Aye.)

It carries unanimously.

Item 96-2016, a resolution authorizing
the county attorney to compromise and settle any
and all claims between Lighthouse Development

2 Group, LLC, and the County of Nassau; pursuant to
3 the County Law, County Government Law, and the
4 Nassau County Administrative Code.

5 LEGISLATOR MUSCARELLA: So moved.

6 LEGISLATOR WALKER: Second.

7 CHAIRMAN NICOLELLO: Moved by Legislator
8 Muscarella, seconded by Legislator Walker.

9 This item is before the Committee. It is
10 a settlement, so we are going to go into
11 executive session on this. I think we should
12 invite everyone in so we don't have to do this
13 again with the Rules Committee.

14 A motion to go into executive session?

15 LEGISLATOR WALKER: So moved.

16 LEGISLATOR DeRIGGI-WHITTON: Wait.

17 Rich, can I ask one question that would just not
18 be executive session related?

19 CHAIRMAN NICOLELLO: Because it does
20 involve a settlement of a pending claim.

21 LEGISLATOR DeRIGGI-WHITTON: The
22 question is whether or not --

23 CHAIRMAN NICOLELLO: You have a question
24 you want to ask before?

25 LEGISLATOR DeRIGGI-WHITTON: Yeah.

CHAIRMAN NICOLELLO: All right.

LEGISLATOR DeRIGGI-WHITTON: It's just a question of the abandonment of parkland. It's just whether or not the question of abandoning parkland was resolved, alienation of parkland was resolved.

CHAIRMAN NICOLELLO: I think what Legislator Mackenzie is suggesting is that we do executive session and if you still have the question you want posed on the record, then you could do it at that time.

LEGISLATOR DeRIGGI-WHITTON: Okay. I would feel better if that was on the record at some point. We could do it after, if you want.

CHAIRMAN NICOLELLO: Just note for the record - they're not in the committee, but we'll note for the committee that Legislator Jacobs and Minority Leader Kevan Abrahams will not be participating in this executive session; they are, in fact, recusing themselves on this item.

I think we need a motion to go into executive session.

LEGISLATOR WALKER: So moved.

LEGISLATOR MACKENZIE: Second.

CHAIRMAN NICOLELLO: Moved by Legislator Walker, seconded by Legislator Mackenzie.

All in favor of going into executive session signify by saying aye.

(Aye.)

We are in executive session.

(Whereupon, the Finance Committee went into executive session at 3:16 p.m.)

(Whereupon, the Finance Committee reconvened at 3:40 p.m.)

CHAIRMAN NICOLELLO: We are out of executive session. We have Josh Meyers and Zach Klein here from Pinnone Lopes who would just like to - we would like you to give us some of the details of this, which I believe we can do in public session.

MR. MEYERS: Thank you very much, Legislator. Josh Meyer, Pinnone Lopes Deveroux and West, 81 Main Street, White Plains, New York 07450.

So, as you indicated, Legislator, in executive session we indicated we would come out and make a brief statement as to the terms of the settlement agreement with the Lighthouse

Development Group.

As part of that agreement, Lighthouse Development Group will release any right to seek reimbursement for its rezoning expenses. The Islanders will be permitted to use up to \$3.5 million of the \$4.5 million in disputed funds toward the construction and/or renovation of a new practice and training facility at Twin Rinks. The County will retain \$1 million of that amount for various improvements to county parks.

The renovation and construction will be fully contained in the interior of the building at Twin Rinks, within the existing footprint. The Islanders agree to use Twin Rinks as their primary practice facility for at least ten years. If the Islanders fail to use Twin Rinks as their primary practice facility in any given year, the Lighthouse must reimburse the county, as follows: Reduce the \$3.5 million amount by \$450,000 in the first five years, and reduce the \$3.5 million amount by \$250,000 in years six through ten.

The Islanders also agree to enter into -- sorry. Twin Rinks Acquisition Company also agree to enter into an agreement for use of Twin Rinks

as their primary practice and training facility for at least ten years, commencing on September 1, 2016, which will improve and enhance the recreational offerings at Twin Rinks, maintain a county connection with the Islanders, and continue to offer the residence of the county the ability to interact with the professional sports franchise.

The Islanders will also agree to provide five free and open-to-the-public practices per year, two free and open-to-the-public scrimmages per year, three free to the public player signing events per year, free to the public tours of the Islanders' locker rooms, weight room, and training room at mutually agreeable times, and open houses and special events.

That's all we have at this time.

CHAIRMAN NICOLELLO: Just one point of clarification.

During that ten year period, for the first five years it's 450,000, then 250,000 for the second five years. So the first year, if they fail to meet the terms of the settlement, if they left the first year then the amount owing

will be \$3,050,000.

MR. MEYER: That's correct.

CHAIRMAN NICOLELLO: And then each year that number will go down, either the 450,000 or 250,000.

MR. MEYER: That's correct. So if in the first year if it's determined that they have not used Twin Rinks as their primary practice facility, it would be \$3.5 million in that first year and from there it decreases by 450,000.

CHAIRMAN NICOLELLO: Okay. Thanks.

Any questions or discussion?

LEGISLATOR DeRIGGI-WHITTON: Hi, Josh. Just to put on the record, the fact that any construction, as we said before, would be in the same footprint; do you mind putting that on the record?

MR. MEYER: That's correct. I did indicate that.

LEGISLATOR DeRIGGI-WHITTON: I didn't hear that.

MR. MEYER: I'm sorry. It will be contained in the interior of the building and will be within the existing footprint at Twin

Rinks.

LEGISLATOR DeRIGGI-WHITTON: So there is absolutely no problem with the alienation of parkland.

MR. MEYER: That's correct.

LEGISLATOR DeRIGGI-WHITTON: I understand the whole process. There were a lot of Islanders fans. I think it's great that they're coming out here to practice. I hope we get more games at the Coliseum.

I would feel better, just at least with the second portion of this. I understand it doesn't have to come before us again, but I think we should see the final agreement. Basically, to amend this settlement agreement to include the sublicense. Is that a possibility, just to protect, you know, everyone involved?

MR. MEYER: Like I indicated, maybe that's better addressed in executive session again. We just wanted to discuss this. Anything else beyond that, we feel may have an impact on any potential litigation. So that we would prefer to speak about in executive session, but that's up to this body.

CHAIRMAN NICOLELLO: We just had a discussion about that issue in executive session, so I don't really see the point of discussing it.

From my own point of view, I believe the settlement agreement has enough incentives for the Islanders to do what they say they're going to do. Aside from the settlement agreement, I think it's clear that the Islanders are going to want to do this in order to maintain their brand in our county and on Long Island. I think they're going to fully abide by the terms of this agreement, and if they don't we have our rights. If they violate the settlement agreement, we have our rights, as any other litigant would have.

LEGISLATOR DeRIGGI-WHITTON: We're going on a leap of faith. I don't like this feeling. We don't really have any rights, other than withholding some of the money at some point. I don't know. We're doing this without, in my opinion, without us having the final look at the full agreement. I don't feel comfortable with that. I'm still going to vote for it, but this isn't the way I'd like to see it done.

CHAIRMAN NICOLELLO: Again, this is a

binding agreement. If they violate the terms of this agreement we have the rights, under law, to seek to do whatever we have to do to enforce the agreement, whether it's to seek more money, whether it's for a specific performance, to have a court order for them to do what they have to do.

Again, I don't really see it as an issue. Unless the Islanders have left the area completely, they're going to be motivated to maintain their fan base here on Long Island, especially in Nassau County.

LEGISLATOR DeRIGGI-WHITTON: But if we're not happy with this sub-agreement, there is nothing the legislature, as a body, can do about it. It's really not up to us to determine it after this vote. It's an important part of Long Island, Nassau County. People love the Islanders.

CHAIRMAN NICOLELLO: Let me ask you this, Mr. Meyer.

The terms of this agreement, there was an agreement that was to take place with respect to the Islanders at Citi Field. The specific

requirements, in terms of their practice sessions, in terms of their signing days, in terms of the various components, those specifics have been incorporated into the settlement agreement so that the county is protected.

MR. MEYER: That's exactly correct. The ones that I mentioned in here before are contained in the settlement agreement, and what will be in that sublicense agreement, and the administration and the Department of Parks will have the ability to review those terms before the money is released in the settlement.

LEGISLATOR DeRIGGI-WHITTON: I just have one last request. I know that the \$1 million that is going to be allocated to Parks, I really would like, as being on Finance, to get, you know, a list of where that money goes. I just don't want it to disappear. I want to see where that \$1 million goes.

CHAIRMAN NICOLELLO: I think we'd all be interested in that.

LEGISLATOR DeRIGGI-WHITTON: If we could put that on the record, that that's really important. It's a lot of money.

MR. MEYER: Understood. I will pass that along. I will get that information for you.

CHAIRMAN NICOLELLO: Any other discussion?

(No verbal response.)

Any public comment?

(No verbal response.)

All in favor of this item signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

The item carries unanimously.

Thank you, Josh.

MR. MEYER: Thank you very much.

CHAIRMAN NICOLELLO: Legislator Walker makes a motion to adjourn, seconded by Legislator Muscarella.

All in favor of adjourning signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

The Committee is adjourned.

1 Finance Committee - 3-7-16

44

2 (Whereupon, the Finance Committee
3 adjourned at 3:49 p.m.)

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C E R T I F I C A T E

I, FRANK GRAY, a Shorthand Reporter and
Notary Public in and for the State of New York,
do hereby state:

THAT I attended at the time and place above
mentioned and took stenographic record of the
proceedings in the above-entitled matter;

THAT the foregoing transcript is a true and
accurate transcript of the same and the whole
thereof, according to the best of my ability and
belief.

IN WITNESS WHEREOF, I have hereunto set my
hand this 21st day of March, 2016.

FRANK GRAY

NASSAU COUNTY LEGISLATURE

NORMA GONSALVES,
PRESIDING OFFICER

RULES COMMITTEE

NORMA GONSALVES,
CHAIRWOMAN

1550 Franklin Avenue
Mineola, New York

March 7, 2016
1:26 p.m.

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A P P E A R A N C E S:

NORMA GONSALVES
Chairwoman

RICHARD NICOLELLO
Vice Chairman

DENNIS DUNNE

HOWARD KOPEL

KEVAN ABRAHAMS
Ranking

JUDY JACOBS

CARRIE SOLAGES

FRANK MORONEY, Clerk Pro Tempore

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PAUL BRODERICK	27
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INSERTS TO TRANSCRIPT

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2 CHAIRWOMAN GONSLAVES: Legislator Dunne,
3 please lead us in the Pledge of Allegiance.

4 (Whereupon, the Pledge of Allegiance was
5 recited.)

6 CHAIRWOMAN GONSLAVES: We're going to
7 begin - since this was a committee day - we're
8 going to begin with the committees and then move
9 on to reconvening the Full Leg. As is customary,
10 we do the Rules contracts first, we recess the
11 Rules Committee to hear testimony and items from
12 the other committees. Fortunately or
13 unfortunately, we only have two other committees
14 outside of Rules, which are Public Safety and
15 Finance. So hopefully everything will move
16 quickly. Does that make you happy? I hope so.
17 I see a smiling face over there.

18 Those who are on Rules, we should begin.
19 Mr. Moroney, will you please call the Rules
20 Committee.

21 MR. MORONEY: Yes, Presiding Officer.
22 Let me call the roll first, Chairwoman Norman
23 Gonsalves.

Vice Chairman Richard Nicoletto?

LEGISLATOR NICOLELLO: Here.

MR. MORONEY: Legislator Dunne?

LEGISLATOR DUNNE: Here.

MR. MORONEY: Legislator Kopel.

LEGISLATOR KOPEL: Here.

MR. MORONEY: Ranking Member Kevan
Abrahams?

LEGISLATOR ABRAHAMS: Here.

MR. MORONEY: Legislator Judy Jacobs?

LEGISLATOR JACOBS: Here.

MR. MORONEY: Legislator Carrie Solages?

LEGISLATOR SOLAGES: Here.

MR. MORONEY: You have a quorum.

CHAIRWOMAN GONSALVES: Thank you very
much.

As I just said, we begin with the
contracts and then we recess. There are a number
of contracts, and hopefully they will move along
expeditiously.

The first contract is A-4-16, a
resolution authorizing the Nassau County Office
of Purchasing to request oversight of a contract
between the County of Nassau acting on behalf of

various Nassau County Departments and HVAC Inc.

Motion, please?

LEGISLATOR DUNNE: So moved.

LEGISLATOR KOPEL: Second.

CHAIRWOMAN GONSALVES: Moved by
Legislator Dunne, seconded by Legislator Kopel.

Who is here to talk about this item, this
contract? Is there anyone? If there is no one
here, I'm going to ask for a motion to table.

LEGISLATOR NICOLELLO: So moved.

LEGISLATOR DUNNE: Second.

CHAIRWOMAN GONSALVES: Moved by
Legislator Nicolello, seconded by Legislator
Dunne.

All those in favor of tabling A-4 signify
by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

The item is tabled.

The next item is A-7, a resolution
authorizing the director of Nassau County Office
of Purchasing to award and execute a contract
between the County of Nassau acting on behalf of

Nassau County District Attorney and Journal
Technologies, Inc.

Motion, please?

LEGISLATOR DUNNE: So moved.

LEGISLATOR KOPEL: Second.

CHAIRWOMAN GONSALVES: Moved by
Legislator Dunne, seconded by Legislator Kopel.

Who is here to speak on this item? I
thought I saw you there. That's good.

MR. MCMANUS: Bob McManus, District
Attorney's Office.

The item before you is for annual
support, maintenance, and training for the
district attorney's case management and document
assembly system, which was originally installed
in December 2014.

Journal Technologies is the vendor who
designed and installed their proprietary system.
Design and implementation began in 2012 and the
system went live, as I said, in December 2014.
They are the only vendor capable of providing
maintenance, support, and upgrades to the
database, web server, document server, and report
management server. They are proprietary owners

2 of that software, and no other vendor has rights
3 to access the code of the modules necessary to
4 provide upgrades.

5 CHAIRWOMAN GONSALVES: Any questions of
6 Mr. McManus? Minority Leader Kevan Abrahams.

7 LEGISLATOR ABRAHAMS: Thank you, Madam
8 Presiding Officer. How are you, Mr. McManus?

9 MR. MCMANUS: Very good, thank you.

10 LEGISLATOR ABRAHAMS: Just a quick
11 questions in regards to the actual procurement
12 process; was it handled by the district
13 attorney's office?

14 MR. MCMANUS: Yes.

15 LEGISLATOR ABRAHAMS: And was there any
16 involvement from the county in regards to that, I
17 guess the county procurement office?

18 MR. MCMANUS: No.

19 LEGISLATOR ABRAHAMS: Or purchasing or
20 anyone along those lines?

21 MR. MCMANUS: No. We handled the
22 procurement process at the district attorney's
23 office.

24 LEGISLATOR ABRAHAMS: And you handled
25 also - I guess that would be the RFPing of the

2 contracts and the reviewing of the contracts, and
3 the committee that was put together to review the
4 RFPs were all handled by the district attorney's
5 office?

6 MR. MCMANUS: Correct.

7 LEGISLATOR ABRAHAMS: Thank you very
8 much.

9 CHAIRWOMAN GONSALVES: Legislator
10 Solages.

11 LEGISLATOR SOLAGES: Thank you very
12 much, Presiding Officer. Good afternoon.

13 MR. MCMANUS: Hi.

14 LEGISLATOR SOLAGES: Is there -- tell me
15 more about, I guess, the case processing system
16 at the district attorney's office, is there
17 currently a backlog? How is this system used to
18 make sure there is no backlog?

19 MR. MCMANUS: I would say there is not
20 currently a backlog. Prior to the implementation
21 of this system, the office was relying on kind of
22 a hybrid system with I think two or three old,
23 antiquated systems that we, each year, had to
24 spend quite a bit of money on coordinating all of
25 the various records and files so they could be

2 maintained, you know, in our database. This new
3 system, once people have gotten trained, we've
4 really worked through any backlog that existed
5 prior to the installation.

6 LEGISLATOR SOLAGES: Great. Great. I
7 served briefly as a prosecutor in the Bronx and
8 having a system that is really efficient just
9 helps to serve time all together in the office,
10 and I'm very glad that your office is using this
11 technology.

12 MR. MCMANUS: It enables us to follow a
13 case from beginning to its conclusion, and also
14 in terms of record storage it's a big help.

15 LEGISLATOR SOLAGES: Thank you. I know
16 my colleague from Freeport asked you questions
17 about the procurement process but I just want to
18 be very clear. Again, the procurement process
19 here, in this case, very different from the Abtec
20 situation that we saw; is that correct?

21 MR. MCMANUS: That's correct.

22 LEGISLATOR SOLAGES: Okay. Great.
23 Thank you.

24 CHAIRWOMAN GONSALVES: Any other
25 comments or questions regarding this contract?

(No verbal response.)

Any public comment?

(No verbal response.)

There being none; all those in favor of
A-7 signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

Any abstentions?

(No verbal response.)

The item passes unanimously.

MR. MCMANUS: Thank you.

CHAIRWOMAN GONSALVES: Thank you, Mr.
McManus.

The next item is A-8, a resolution
authorizing the director of Nassau County Office
of Purchasing to award and execute a contract
between the County of Nassau acting on behalf of
Nassau County Department of Information
Technology and I constituent.

Motion, please?

LEGISLATOR DUNNE: So moved.

LEGISLATOR NICOLELLO: Second.

CHAIRWOMAN GONSALVES: Moved by

2 Legislator Dunne, seconded by Legislator
3 Nicolello.

4 MR. EISENSTEIN: Hello. Ed Eisenstein
5 here. It's Iconstituent is the vendor. This is
6 our e-mail messaging system for upcoming events
7 and storm information to everyone in Nassau
8 County.

9 CHAIRWOMAN GONSALVES: Any questions or
10 comments for Mr. Eisenstein? Legislator
11 Nicolello.

12 LEGISLATOR NICOLELLO: So this - what do
13 they do, they compile e-mail addresses and then
14 we use them for what purpose?

15 MR. EISENSTEIN: Yes, exactly. You have
16 to imagine we are not able to send millions of e-
17 mail messages out of our own server - that would
18 be bad for us - so we use an e-mail service where
19 we send out information on tax deadlines,
20 upcoming events, information about Storm Jonas,
21 for example, so we are able to reach everyone
22 within a short period of time.

23 LEGISLATOR NICOLELLO: So they have a
24 time sensitivity to them?

25 MR. EISENSTEIN: Sure. I imagine we

know about storms a couple of days beforehand so we have two, three days to kind of inform everyone. For example, we're able to send out one to two million e-mails within a few days through the service.

LEGISLATOR NICOLELLO: You also send out information about events going on; is that correct?

MR. EISENSTEIN: Yes. Storm activity. Tax deadlines. All of those communications.

LEGISLATOR NICOLELLO: Somebody who does not want to receive these, do they have an opportunity to opt out?

MR. EISENSTEIN: Yeah. As a matter of fact, by law you have to have an opt out at the bottom, an unsubscribe feature that takes you off the list if you wish.

LEGISLATOR NICOLELLO: Okay.

MR. EISENSTEIN: Standard.

LEGISLATOR NICOLELLO: And this is a flat fee, no matter how many e-mails get sent or how many occasions we use this?

MR. EISENSTEIN: Yes. That is correct. That was one of the features for it. We can

really maximize it without paying extra.

LEGISLATOR NICOLELLO: Thank you.

CHAIRWOMAN GONSALVES: Any other questions or comments regarding this item?

(No verbal response.)

Any public comment?

(No verbal response.)

There being none; all those in favor of A-8 signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

Any abstentions?

(Abstain.)

Four-three. Four in favor and three abstentions.

The next item is B-1, a resolution authorizing the county executive to award and execute a contract between the County of Nassau acting on behalf of the Nassau County Department of Public Works and Welsbach Electric Corp.

LEGISLATOR DUNNE: So moved.

LEGISLATOR NICOLELLO: Second.

CHAIRWOMAN GONSALVES: Moved by

Legislator Dunne, seconded by Legislator
Nicolello.

Mr. Arnold.

MR. ARNOLD: Kenneth Arnold, Public
Works. Item B-1 is a construction contract for
the installation of traffic management cameras at
28 locations throughout the county. This is a
state-funded contract at 80 percent. This
contract took a while to award. We had issues
with New York State, getting concurrence
initially. They were backlogged on projects. We
have since met with DOT and phoned in a new
response plan to work through the concurrence
issues quicker. Because of that long time
period, we lost our low bidding contractor so
this is our second lowest bidding contractor.

CHAIRWOMAN GONSALVES: Any other
questions or comments for Mr. Arnold? Minority
Leader Kevan Abrahams.

LEGISLATOR ABRAHAMS: Thank you, Madam
Presiding Officer.

According to our backup, Mr. Arnold, the
contracts that we're seeing, some of the forms
were incomplete and should be rejected under the

new guidelines, in terms of disclosure. Some of the examples would be that some of the completed copies and the business history form and the principal questionnaire form required by the county attorney's memos, some of their answers were insufficient and nonconforming. Did you come to the same conclusion? I don't know if you had a chance to review some of the backup.

MR. ARNOLD: There were some concerns that we resubmitted some forms about two weeks ago. I thought we handled all of the questions at that time.

LEGISLATOR ABRAHAMS: Let me take a look. Let me just go through it on my computer. I don't know if we received the additional forms. Let me just go through it. I'm going through it right now. It's on the computer.

It didn't make it to what I have on the backup on my computer. I don't know when this was generated. I don't see it. The last thing I have, it has some of the stuff that's missing.

MR. ARNOLD: I know there was some outreach. I thought everything was satisfied.

LEGISLATOR ABRAHAMS: We haven't seen

it. Let me just check with counsel.

CHAIRWOMAN GONSALVES: Minority Leader Abrahams, could you tell us what items you're looking for?

LEGISLATOR ABRAHAMS: We have counsel that's checking to see if the additional files that have been sent, if they are sufficient.

CHAIRWOMAN GONSALVES: You're still not answering. What forms are you looking for?

LEGISLATOR ABRAHAMS: Mr. Arnold, when you sent the revised copies or revised documents, did you send them to the county attorney's office or did you send them to the clerk?

MR. ARNOLD: I'm double checking right now. I have to go back to my office and look up where I sent it.

LEGISLATOR ABRAHAMS: I'm sorry?

MR. ARNOLD: I have to go back to my office. I can't tell from my phone.

LEGISLATOR ABRAHAMS: Okay.

CHAIRWOMAN GONSALVES: You're still not answering my question. What forms are you missing? What are you missing?

LEGISLATOR ABRAHAMS: There are some

conflict of interest questions on the business history form, Madam Presiding Officer. Some of the forms weren't filled out correctly, in terms of the business history and the principal questionnaire forms. Everything that Mr. Arnold acknowledged, that they got subsequent forms since then but they never made it to our backup. I'm not doubting he didn't submit it; I'm just saying we didn't receive it.

According to a memo that we were able to find from the county attorney, one part of the memo talks about any sealed bid or proposal submitted to a county department or office in response to a sealed bid or request for a proposal issued on or before July 15 that does not contain completed copies of a business history form and a principal questionnaire form required by this memo shall be deemed insufficient, nonconforming, and shall be rejected. So the question begs, how did this even get to us today, unless somehow -

MR. ARNOLD: This was filed a while back, and I believe that it was filed before that memo came out. I know one of the things that we

did follow up on was that question 17 item.

LEGISLATOR ABRAHAMS: Okay. I was under the impression that they were kicking some stuff back, Mr. Arnold. Be that as it may. On a going-forward basis, we should see less of the conflict of issue questions not be answered, we should see less of it or it shouldn't even be making its way to us.

I don't have anything further, Madam Presiding Officer.

CHAIRWOMAN GONSALVES: I do have in front of me Item 17, which is the conflict of interest, and it seems that it was responded to with not available or not answered - not applicable, I'm sorry. It doesn't apply to this particular contract; is that correct, Mr. Arnold?

MR. ARNOLD: That was the question that we followed up on, yes.

CHAIRWOMAN GONSALVES: Right. And it was followed up and has N/A, which is not applicable.

MR. ARNOLD: My mistake, maybe I didn't send it to the clerk and sent it just to the majority; my person may have done that.

2 CHAIRWOMAN GONSALVES: I believe, Mr.
3 Arnold, it was in the original packet.

4 MR. ARNOLD: It was in the original
5 packet?

6 CHAIRWOMAN GONSALVES: Yes.

7 MR. ARNOLD: Okay.

8 CHAIRWOMAN GONSALVES: Is there anything
9 else, Minority Leader Abrahams? Is there
10 anything else?

11 LEGISLATOR ABRAHAMS: I don't have
12 anything else. We don't have it.

13 CHAIRWOMAN GONSALVES: You don't have
14 it?

15 LEGISLATOR ABRAHAMS: I'm looking at my
16 backup now. Granted, I thought we were under the
17 impression, the last time Ms. Locurto came down,
18 that we weren't going to accept an answer or no
19 answer or not applicable. I thought we discussed
20 this. Is Ms. Locurto here?

21 LEGISLATOR NICOLELLO: My understanding
22 though is the problem is that there was no answer
23 at all. At least they are responding N/A, which
24 means not applicable. They are providing a
25 response.

LEGISLATOR ABRAHAMS: That's the same as no answer. If you read the question -- the proper answer should be yes or not, not not applicable. If you guys are comfortable with that.

LEGISLATOR NICOLELLO: I think N/A is a response. I think if you look at all the financial disclosure forms the N/A is all over the place. I think we generally view it as a response, and I think it's a response in this case, in my opinion.

CHAIRWOMAN GONSALVES: If there are no further comments or questions, is there any public comment regarding this item?

(No verbal response.)

There being none; all those in favor of B-1 signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

Any abstentions?

(Abstain.)

The item passes four-zero-three.

The next item is E-43, a resolution

authorizing the county execute to execute a personal services agreement between the County of Nassau, acting on behalf of the Nassau County Department of Public Works, and Nelson & Pope Engineers & Surveyors, PLLC.

Motion, please?

LEGISLATOR DUNNE: So moved.

LEGISLATOR NICOLELLO: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Dunne, seconded by Legislator Nicolello.

Mr. Arnold.

MR. ARNOLD: Thank you. E-43 is our solicitation for on-call traffic engineering and construction management services for the department. The department shows the highest ranked firms, which is E-43 through E-47, to assist the county in our traffic engineering projects.

CHAIRWOMAN GONSALVES: Any questions or comments for Mr. Arnold? We're doing E-43. It's a personal services agreement.

(No verbal response.)

Any public comment?

(No verbal response.)

There being none; all those in favor of
E-43 signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

Any abstentions?

(Abstain.)

The item passes four-zero-three.

We have I believe four items that we can
call together, and we will address them
separately, if need be.

The first item is E-44, a resolution
authorizing the county executive to execute a
personal services agreement between the County of
Nassau, acting on behalf of the Nassau County
Department of Public Works, and LIRO Engineers,
Inc.

E-45, a resolution authorizing the county
executive to execute a personal services
agreement between the County of Nassau, acting on
behalf of the Nassau County Department of Public
Works, and Greenman-Pederson, Inc.

E-46 is a resolution authorizing the

county executive to execute a personal services agreement between the County of Nassau, acting on behalf of the Nassau County Department of Public Works, and the RBA Group - New York.

E-47 is a personal services agreement between the County of Nassau, acting on behalf of the Nassau County Department of Public Works, and L.K. McLean Associates Engineers & Surveyors, Inc.

Motion, please?

LEGISLATOR KOPEL: So moved.

LEGISLATOR NICOLELLO: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Kopel, seconded by Legislator Nicolello.

Would you like to address these, Mr. Arnold?

MR. ARNOLD: Yes. E-44 through E-47 are the other four contracts. As I mentioned in E-43, which is our on-call traffic engineering and construction management contracts for the department, they assist the department in handling traffic-related items on an expedited basis.

CHAIRWOMAN GONSALVES: Go on.

Are there any questions or comments
regarding E-44?

(No verbal response.)

Okay.

Any public comment on E-44?

(No verbal response.)

E-45, what can you tell us about that
particular item? Is it for all four?

MR. ARNOLD: I spoke for all four.

CHAIRWOMAN GONSALVES: Okay. Any
questions on any of the four?

(No verbal response.)

There being none; any public comment?

(No verbal response.)

There being none; all those in favor of
E-44, E-45, E-46, and E-47 signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

Any abstentions?

(No verbal response.)

The items pass four-zero-three.

Move on to E-48, a personal services

2 agreement between the County of Nassau, acting on
3 behalf - thank you, Mr. Arnold - acting on behalf
4 of the Department of Social Services and Family &
5 Children's Association.

6 Motion, please?

7 (No verbal response.)

8 LEGISLATOR DUNNE: So moved.

9 LEGISLATOR NICOLELLO: Second.

10 CHAIRWOMAN GONSALVES: Moved by
11 Legislator Dunne, seconded by Legislator
12 Nicolello.

13 How are you? Okay. Here we go. What
14 can you tell us?

15 MR. BRODERICK: Good afternoon.

16 CHAIRWOMAN GONSALVES: Good afternoon.

17 MR. BRODERICK: Paul Broderick, Deputy
18 Commissioner, Department of Social Services.

19 The item before you is a contract between
20 the Department of Social Services and FCA to
21 provide preventive services and homemaking
22 services.

23 Do you have any questions?

24 CHAIRWOMAN GONSALVES: Any questions of
25 Mr. Broderick? Minority Leader Kevan Abrahams.

LEGISLATOR ABRAHAMS: Mr. Broderick, just a quick question in regards to the evaluation of the contract. In the backup, Ms. Theresa McGuinness, does that name sound familiar?

MR. BRODERICK: Yes.

LEGISLATOR ABRAHAMS: She's the assistant director. She states that the family ties has provided excellent service and is always responsive to DSS requests, but the homemaker program is not as effective or responsive and requires change, which is in the process. Can you elaborate on what she meant by that?

MR. BRODERICK: Absolutely. What had happened, the evaluation form, when it came in, it was evaluated the services being performed, while Ms. McGuinness was happy with the overall quality, she really had some concerns with the timeliness and the responsiveness from FCA back to us on evaluations. That was back in October.

She worked with FCA to put a plan in place to be, I guess more timely communications. FCA had hired a coordinator, regional coordinator, which basically addressed all of her concerns. Now that coordinator, very responsive

back to the department.

LEGISLATOR ABRAHAMS: Okay. And the implementation of that plan is already in place?

MR. BRODERICK: That started in October.

LEGISLATOR ABRAHAMS: It started in October. Okay.

Just another question that's related to DSS and Family & Children's but not pertaining to this contract, per say.

For quite some time, you remember the discussions between Family & Children's, the CSEA and the County regarding that issue of the contract that wasn't going to be renewed; we just wanted to find out if there are any updates on that particular.

MR. BRODERICK: We're internalizing that program starting July 1 of this year.

LEGISLATOR ABRAHAMS: And we can do it?

MR. BRODERICK: We'll be in a position to do it. We have plans in place. We're effectuating the plans. We're hiring individuals.

LEGISLATOR ABRAHAMS: Okay. Can you keep us posted on that?

MR. BRODERICK: Absolutely. We recently appointed a director for the position. We have our plans in place and are moving forward.

LEGISLATOR ABRAHAMS: Okay. Okay.

CHAIRWOMAN GONSALVES: Any other comments or questions for Mr. Broderick?

(No verbal response.)

Any public comment?

(No verbal response.)

There being none; all those in favor of E-48 signify by saying aye.

(Aye.)

Any opposed?

Any abstentions?

Is it abstentions or nay?

MR. BRODERICK: Thank you.

CHAIRWOMAN GONSALVES: Next item is E-49, a personal services agreement on behalf of the Nassau County Department of Human Services, Office of Mental Health, Chemical Dependency and Developmental Disabilities Services and PSCH, Inc.

Motion, please?

LEGISLATOR DUNNE: So moved.

LEGISLATOR KOPEL: Second.

CHAIRWOMAN GONSALVES: Moved by
Legislator Dunne, seconded by Legislator Kopel.

And we have Ms. Murphy.

MS. MURPHY: Yes. Hi. This is a
contract with PSCH which provides mental health
services to residents in our county on the
western corridor, western portion of Nassau
County.

It is a contract for \$100,000. It is 100
percent state funded by state OMH. They have
selected this vendor to receive those funds.

CHAIRWOMAN GONSALVES: Any questions or
comments for Ms. Murphy? Minority Leader Kevan
Abrahams.

LEGISLATOR ABRAHAMS: How are you, Ms.
Murphy?

MS. MURPHY: Very good. Yourself?

LEGISLATOR ABRAHAMS: Good. I just
have a quick question. In the backup, our
counsel basically did a search and from our
records PSCH inappropriately used funds, New York
State funds, to the tune of \$11,000 for a two-day
executive and board retreat in Montauk. The

comptroller's office wrote a letter that identified \$152,680 in costs that did comply with the terms and conditions of the contract, including \$54,809 in non-allowable expenses and \$97,871 in duplicate. Are you aware of the comptroller's report and this article in Crain's in May --

MS. MURPHY: No, I am not. This is the very first that I am hearing of it.

LEGISLATOR ABRAHAMS: Okay. We obviously value the need and the service but we are extremely concerned by this particular item, these developments.

MS. MURPHY: I understand based on the information you have why you would have concerns, and you have raised legitimate concerns with me on that as well. However, I have not been informed of this. And as I said before, State OMH is the one who told us and provides the money and the revenue for these services. It's not county funds. They are the ones who had selected PSCH to provide these services.

LEGISLATOR ABRAHAMS: I believe you on that. It's just, like I said before, according

to *Crains* - I'll read it verbatim. According to *Crain's New York Business* article, which was published on May 15, 2015, the New York State Comptroller, Tom DiNapoli's office, conducted a thorough examination of expenses of PSCH and found that the not-for-profit received more than 150,000 in reimbursements from the State Office of Mental Health for inappropriate expenses, including almost \$11,000 for alcohol at a two-day executive board retreat in Montauk, Long Island.

MS. MURPHY: I do find that disturbing. Again, there is really nothing I can say except I believe that State OMH in that case should be clawing back their revenue.

LEGISLATOR ABRAHAMS: I agree.

MS. MURPHY: There is no question about that.

LEGISLATOR NICOLELLO: I would like to make a motion to table to allow the commissioner time to investigate this issue.

LEGISLATOR DUNNE: Seconding the motion.

CHAIRWOMAN GONSALVES: Motion to table by Legislator Nicolello, seconded by Legislator

Dunne.

All those in favor of tabling this item
signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

The item is tabled.

MS. MURPHY: Thank you.

CHAIRWOMAN GONSALVES: The next item is
E-50, a personal services agreement between the
County of Nassau, acting on behalf of the Nassau
County Board of Elections, and Nuzzi Bros. Moving
Service, Inc.

Motion, please?

Seconded? Okay.

And I'm going to move to table it.

I'm moving to table E-50.

LEGISLATOR DUNNE: So moved.

LEGISLATOR KOPEL: Second.

CHAIRWOMAN GONSALVES: Moved by
Legislator Dunne, seconded by Legislator Kopel.

All those in favor of E-50 being tabled
signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

The item is tabled.

The next item, E-51, a personal services agreement between the County of Nassau acting on behalf of the Department of Traffic Safety Board and Danielle P. Rella.

Motion, please?

LEGISLATOR DUNNE: So moved.

LEGISLATOR NICOLELLO: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Dunne, seconded by Legislator Nicolello.

I'm going to also move that this item be tabled as well.

LEGISLATOR DUNNE: So moved.

LEGISLATOR NICOLELLO: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Dunne, seconded by Legislator Nicolello.

This item has been called.

All those in favor of tabling it signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

The item is tabled.

Next item is E-53, a personal services agreement between the County of Nassau, acting on behalf of the County Office of Human Resources, and Aetna Life Insurance Company.

Motion, please?

LEGISLATOR DUNNE: So moved.

LEGISLATOR KOPEL: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Dunne, seconded by Legislator Kopel.

Who is here to speak on this item?

MR. BLANCO: Good afternoon. Sergio Blanco from the Comptroller's Office here to speak on behalf of the contract with the County of Nassau and Aetna.

CHAIRWOMAN GONSALVES: What can you tell us about this contract?

MR. BLANCO: This contract, the purpose is to cover those new hires for the various unions throughout the County. This plan will cover substantially the same services as the current contract we have with NYSHIP for health

benefits. The difference is for those new hires, this plan is a little over 15 percent cheaper than the current county plan. So the new hires will no longer have to contribute for the health insurance and, in addition, as this current plan is 78 percent of the current cost for NYSHIP, the county will realize a savings as well.

CHAIRWOMAN GONSALVES: Legislator Kopel.

LEGISLATOR KOPEL: So it's going to be cheaper than the past contracts. What about - how much cheaper would it be than other possible plans out there?

MR. BLANCO: I don't know with respect to the few HMOs the county has a contract with. However, the vast majority of county employees are enrolled through NYSHIP, which is administered by Empire/Blue Cross, and this plan will be --

LEGISLATOR KOPEL: No, no. I understood what you said. But my question was different. My question was have you investigated others beyond this one as well?

MR. BLANCO: Yes, sir. This was actually submitted for an RFP. We got various

responses. They were the second lowest bidder, with terms of premium. The lowest bidder was a vendor that does not have the facilities to appropriately cover the entire workforce. It was really limited to the north shore of Nassau County with lesser coverage in Suffolk and other areas, whereas Aetna is a nationwide company and did have the second lowest rate.

LEGISLATOR KOPEL: Okay. Thank you.

MR. BLANCO: You're welcome, legislator.

CHAIRWOMAN GONSALVES: Legislator Dunne.

LEGISLATOR DUNNE: I'm just a little confused here. We're supposed to - in order to save taxpayers' dollars, the new hires are supposed to pay 15 percent of their health insurance.

MR. BLANCO: That's correct.

LEGISLATOR DUNNE: All right. So no matter what it costs, they're paying, whomever, is paying 15 percent. Now you're saying that that's being waived because it's cheaper. How are we saving taxpayer dollars if we're going to be - oh, we got it cheaper so you don't have to do it? That doesn't sound like the plan was.

MR. BLANCO: That's another great question, Legislator. The contract actually allowed for a contribution for new hires until such time as the county elected a health benefits plan that was at least 15 percent cheaper than the current plan being offered. So the county is still realizing savings. Again, as I mentioned, this is actually lower than 85 percent, so the county is realizing additional savings as opposed to new members contributing 15 percent. This is going to save us even more money.

CHAIRWOMAN GONSALVES: Minority Leader Kevan Abrahams.

LEGISLATOR ABRAHAMS: Mr. Blanco, could you just walk me through, in terms of how the comptroller's office made the decision to RFP this process?

MR. BLANCO: Now the comptroller's office was not responsible for the RFP of this document. There were a few employees from our office who were on the evaluation committee, as well as a representative from each major union, who was also a part of the evaluation committee. But the actual procurement was handled by the

Office of HR.

LEGISLATOR ABRAHAMS: Office of HR.

Okay. They made the determination to do an RFP because? Was Blue Cross/Blue Shield, the Empire, was their proposal too high for these future employees? I'm just trying to make sure I understand the rationale why we decided to make the RFP for these new employees and not go with the current format.

MR. BLANCO: As I was not involved in the actual drafting for the RFP or the procurement itself, I can't speak to that. That would be a question better answered by HR.

LEGISLATOR ABRAHAMS: Okay. Madam Presiding Officer, I respectfully request that we have somebody from HR here before this committee move forward.

MR. BLANCO: I can say that Empire did submit a proposal for the RFP, and it was substantially more expensive than the offerings by Aetna.

LEGISLATOR ABRAHAMS: Legislator Jacobs asked me a very good question. Describe to us, if you can, how comparable this is to what the

Empire Plan is.

MR. BLANCO: It's almost identical. It's not exactly identical. But after you actually read the contract, Aetna is required to give us benefits substantially similar to those being offered by NYSHIP, which is right in the second page of the contract, I believe, with respect to services. Actually, it's on page one, section two: Such plan, design and benefits, shall be maintained in a manner that is the same or substantially similar to the benefits contained in the Empire Plan with Core Plan, known as the Empire Plan, as made available by the New York State Health Insurance Program. So they are contractually obligated to provide similar benefits, substantially similar benefits.

LEGISLATOR ABRAHAMS: I see. Like I said, I'm looking at the backup and from our standpoint I'm still a little hazy on why we actually decided to not roll it into the Empire Plan.

MR. BLANCO: Again, since I was not involved in that process I cannot speak to that.

LEGISLATOR ABRAHAMS: There is some

trepidation. I'm sure, as you're familiar with BPA, with that insurance situation that happened in the late 90's. From our side, we are very hesitant whenever we see a proposal.

How long was the RFP process?

MR. BLANCO: I believe it was over a month. It was actually, again, in the documents. Bear with me one minute and I can read it out to you. The RFP was --

LEGISLATOR ABRAHAMS: I'm -- I'm sorry. Go ahead.

MR. BLANCO: The RFP was issued on August 8, 2015, in *Newsday* and industry websites via e-mail to interested parties and by publication on the county's procurement website, and the proposals were due September 28, 2015, wherein the county received five proposals, including one from the Empire Plan.

LEGISLATOR ABRAHAMS: And the steering committee that you talked about that actually was a part of this process, what were the evaluation tools that they had in order to be able to evaluate the Empire Plan versus any future proposals they were going to get before the

2 proposals that's before us today that we
3 received?

4 MR. BLANCO: I was not on the evaluation
5 committee myself so I can't speak to that.

6 LEGISLATOR ABRAHAMS: Okay. I
7 appreciate that.

8 CHAIRWOMAN GONSALVES: Legislator
9 Nicolello.

10 MS. D'ALLEVA: Hi. Roseanne D'Alleva.
11 Just to clarify. This is an option. So new
12 employees have an option not to pay for their
13 health insurance, like everyone else, or they
14 have the option to choose NYSHIP and pay 15
15 percent.

16 LEGISLATOR ABRAHAMS: Ms. D'Alleva, if
17 you could answer some questions. I don't know if
18 you can.

19 MS. D'ALLEVA: I actually was not on the
20 evaluation committee; my deputy budget director
21 was. I will try to answer your questions.

22 LEGISLATOR ABRAHAMS: How was it a
23 determination of the administration to actually
24 do an RFP and not have these future employees
25 actually be rolled into the Empire Plan? What

was the decision-making process?

MS. D'ALLEVA: Actually, we were asked by the unions to provide a no-cost health insurance plan. So we did an RFP to do so. The employees, the new employees have the option to enroll themselves into NYSHIP and have a 15 percent deduction from their paychecks.

LEGISLATOR ABRAHAMS: I see. That's the question I was driving at. That actually leads me to my second question. Don't go anywhere just yet. That actually leads me into my second question. Were there any meetings, any discussions with any of the vendors and anyone on the steering committee prior to this actual contract being awarded?

MS. D'ALLEVA: Yes. There were several meetings. The proposals were evaluated. I believe HR hosted those meetings. And the evaluation committee voted on the selection of Aetna.

LEGISLATOR ABRAHAMS: Okay.

MS. D'ALLEVA: As the option for no-cost health insurance for new employees.

LEGISLATOR ABRAHAMS: I see.

MS. D'ALLEVA: All the proposals were vetted, and there were several.

LEGISLATOR ABRAHAMS: I see.

CHAIRWOMAN GONSALVES: Legislator Nicolello.

LEGISLATOR NICOLELLO: What's the term of this agreement?

MR. BLANCO: It's a three year term.

LEGISLATOR NICOLELLO: What if, in year three, Aetna's cost rise to the point that the savings to the county will be less than the 15 percent if an employee were to opt for the Empire Plan? Is there a guarantee here that the county's cost is not going to rise above that threshold?

MR. BLANCO: The contract did speak to that. In the payment section of the contract, the contractor after the first year may propose rate changes. Those rate changes have to be substantiated to the satisfaction of the county and they also have to be approved by the county. However, throughout the term of the agreement the contractor must provide benefits at a cost that is equal to or less than 85 percent of the Empire

Plan.

LEGISLATOR NICOLELLO: Thank you.

CHAIRWOMAN GONSALVES: Any other questions or comments?

LEGISLATOR DUNNE: Just whenever we do an insurance thing, we always ask if there are any hidden fees involved in this.

MR. BLANCO: Not to my knowledge. It's pretty straightforward. The fees, what the premium costs will be is in the contract. It's pretty straightforward.

LEGISLATOR DUNNE: Thank you.

CHAIRWOMAN GONSALVES: Any public comment on this item?

(No verbal response.)

There being none; all those in favor of E-53 signify by saying aye.

(Aye.)

Any opposed?

(Nay.)

Okay. The item passes four to three.

The next item is E-54, a personal services agreement between the County, acting on behalf of the Nassau County District Attorney's

Office, and Family & Children's Association.

Motion, please?

LEGISLATOR KOPEL: So moved.

LEGISLATOR DUNNE: Second.

CHAIRWOMAN GONSALVES: Moved by
Legislator Kopel, seconded by Legislator Dunne.

Mr. McManus.

MR. MCMANUS: Thank you. The item
before you is for services through the Counsel on
Thought and Action, known by the acronym of COTA.
COTA operates within the Village of Hempstead,
and is a program that provides job training and
educational services to non-violent offenders and
recently incarcerated individuals to reduce
recidivism and to enhance the chances of
participants becoming productive citizens. Among
the services provided are case management,
outreach, and mentoring. For this contract
period, the program is being expanded to the City
of Long Beach.

The program was initiated as a part of
the district attorney's Hempstead Village
Community Improvement Project, and Family &
Children's Association has been a partner with

the District Attorney's Office on this program for what will be the tenth year.

CHAIRWOMAN GONSALVES: Any questions of Mr. McManus? Legislator Kopel.

LEGISLATOR KOPEL: Mr. McManus -

MR. MCMANUS: Yes.

LEGISLATOR KOPEL: So tell me, please, how do you select - what is the criteria, what are the criteria, I should say, for selection of the participants on the program?

MR. MCMANUS: The participants in the program are selected in conjunction with the Probation Department and the staff at the facility or institution where the person has been incarcerated. We work with probation, in terms of identifying individuals who would be appropriately served by this program.

LEGISLATOR KOPEL: Yes. You've told me who does it but you haven't told me how. What I asked you was if you have any criteria that are applied on a consistent basis by which you were able to identify the proper participants.

MR. MCMANUS: Yes, sir. I don't have that information with me at this point, but I

will be glad to provide it to you as soon as I get back to the office.

LEGISLATOR KOPEL: This money is - the funding for this is completely through forfeiture money?

MR. MCMANUS: Partly through forfeiture and partly through grant funding. There is no cost from the county general fund.

LEGISLATOR KOPEL: So you say that there are no violent offenders in this.

MR. MCMANUS: No, sir. I said that it's open to non-violent offenders and recently incarcerated individuals, some of whom might indeed be violent offenders.

LEGISLATOR KOPEL: And how would you define violent? Let's say you had somebody who was a pusher, a pusher, is that a violent - would that be considered non-violent?

MR. MCMANUS: No. Drug pushers, as you put it, would not be considered non-violent offenders in regards to the guidelines of this program. However, it is possible that people convicted of drug offenses, when they are incarcerated, could be a part of this program if

they were deemed eligible.

LEGISLATOR KOPEL: So you talk about prior offenders, you said prior offenders when they come back; is that how it would work?

MR. MCMANUS: It's non-violent offenders or prior offenders who have been incarcerated for a period of time.

LEGISLATOR KOPEL: Okay. Fine. I understand. That's some sort of an early release type of?

MR. MCMANUS: It's not early release. No, sir. They serve their full sentence. This program provides services when they are released. It is not an early release program.

LEGISLATOR KOPEL: Have you compiled any statistics on recidivism?

MR. MCMANUS: Yes, sir. There is data available.

LEGISLATOR KOPEL: And what are those data? What have they told you?

MR. MCMANUS: We feel that the program has been very beneficial. Most of the participants have successfully completed the program.

LEGISLATOR KOPEL: When you say most, can you drill down a little bit?

MR. MCMANUS: I would say at this point most means a majority. I would be happy to try to obtain more detailed information for you.

LEGISLATOR KOPEL: At this point you don't know how successful the program has been. You're not able to quantify that at all.

MR. MCMANUS: No, sir. Not here. I don't have the information with me to be able to quantify it.

LEGISLATOR KOPEL: So how are we supposed to decide this?

MR. MCMANUS: As I said to you, I'm happy to provide whatever statistics are available once I get back to the office. That's not a problem.

LEGISLATOR KOPEL: I thank you for this. I think that perhaps you ought to do just that. Pending that, I'm going to make a motion to table.

CHAIRWOMAN GONSALVES: Motion by Mr. Kopel, seconded by Legislator Dunne.

All those in favor of tabling E-54

signify by saying aye.

(Aye.)

Any opposed?

(Nay.)

The item is tabled.

LEGISLATOR KOPEL: And if you would,
just get that to us in advance, please.

CHAIRWOMAN GONSALVES: If you can get it
back to us today.

MR. MCMANUS: Yes, ma'am. But I still
have some more items that I have to speak on.

CHAIRWOMAN GONSALVES: Okay. That's no
problem.

MR. MCMANUS: Thank you.

CHAIRWOMAN GONSALVES: The next items
are E-55 and E-56. E-55 is a special counsel
contract entered into by Nassau County Attorney
and Wilson Elser Moskowitz Edelman & Dicker LLP.

E-56, a resolution affirming to a special
counsel contract entered into by the Nassau
County Attorney and Wilson Elser Moskowitz
Edelman & Dicker LLP.

Motion for the two of them?

LEGISLATOR DUNNE: So moved.

LEGISLATOR KOPEL: Second.

CHAIRWOMAN GONSALVES: Moved by
Legislator Dunne, seconded by Legislator Kopel.

And I'm going to now ask for a motion to
table.

LEGISLATOR KOPEL: So moved.

LEGISLATOR DUNNE: Second.

CHAIRWOMAN GONSALVES: Motion by
Legislator Kopel, seconded by Legislator Dunne.

All those in favor of tabling E-55 and E-
56 signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

The items are tabled.

E-57 is 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 Nassau County
Department of Parks, Recreation and Museums and
Ed Moore Advertising, Inc.

Motion, please?

LEGISLATOR KOPEL: So moved.

LEGISLATOR DUNNE: Second.

CHAIRWOMAN GONSALVES: Moved by
Legislator Kopel, seconded by Legislator Dunne.

I'm going to now call for a motion to
table.

LEGISLATOR KOPEL: So moved.

LEGISLATOR DUNNE: Second.

CHAIRWOMAN GONSALVES: Moved by
Legislator Kopel, seconded by Legislator Dunne.

All those in favor of tabling E-57
signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

The item is tabled.

E-58 is a personal services agreement
between the County of Nassau, acting on behalf of
the Nassau County Board of Elections, and Super
Express Service, Inc. d/b/a The Moving Doctor.

Motion, please?

LEGISLATOR DUNNE: So moved.

LEGISLATOR NICOLELLO: Second.

CHAIRWOMAN GONSALVES: Moved by
Legislator Dunne, seconded by Legislator
Nicolello.

Who is here to speak on this item? Is there anyone here to speak on this item? No one is here to speak on this item? Guess what? A motion to table.

LEGISLATOR NICOLELLO: So moved.

LEGISLATOR KOPEL: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Nicolello, seconded by Legislator Kopel.

We can open it again if we have somebody here to talk about it.

All of these items can be untabled.

All those in favor of tabling E-58 signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

The item is tabled.

E-59, a personal services agreement between the County of Nassau, acting on behalf of the Office of the Nassau County Attorney, and Long Island Auto Appraisers, Inc.

Motion, please?

LEGISLATOR DUNNE: So moved.

LEGISLATOR NICOLELLO: Second.

CHAIRWOMAN GONSALVES: Moved by
Legislator Dunne, seconded by Legislator
Nicolello.

Anyone here to speak on this item?

(No verbal response.)

We're not doing too well here, guys. You
know what the next step is; a motion to table.
Oh, I'm sorry. I'm sorry. Okay. I didn't take
the motion.

MR. GREGWARE: Deputy County Attorney
Dan Gregware.

CHAIRWOMAN GONSALVES: Okay. What can
you tell us about this?

MR. GREGWARE: That's an extension to an
existing contract to provide appraisal services
for the county attorney's office.

CHAIRWOMAN GONSALVES: Any questions?

(No verbal response.)

No questions. Any public comment?

(No verbal response.)

There being none; all those in favor of
E-59 signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

The item passes four-zero-three.

E-60, a personal services agreement between the County of Nassau, acting on behalf of the Nassau County Police Department, and Integrated Forensic Lab, LLC.

Motion, please?

LEGISLATOR DUNNE: So moved.

LEGISLATOR NICOLELLO: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Dunne, seconded by Legislator Nicolello.

And we have the Lieutenant here.

LIEUTENANT STEPHANOFF: Good afternoon. Lieutenant Greg Stephanoff. E-60 is to add funds to an existing contract, Integrated Forensic Laboratories. The additional amount to be encumbered is for current analysis activity through the expiration of this contract.

IFO will conduct ballistic, microscopy ballistic forensics and ballistic analysis. They basically test our firearms, bullets, and shell casings for investigations, and this is to add

\$120,000.

CHAIRWOMAN GONSALVES: We have
Legislator Kopel, Legislator Dunne, and
Legislator Jacobs.

LEGISLATOR KOPEL: Good afternoon,
Lieutenant.

LIEUTENANT STEPHANOFF: Good afternoon.

LEGISLATOR KOPEL: So, why aren't we
doing this here?

LIEUTENANT STEPHANOFF: The ME's office
is getting up in disciplines to take over what we
used to do in the lab, but this is not one of the
ones that they're currently working on to get
accredited. They're working on to get accredited
for drug testing at the current time, drug
testing and arson.

LEGISLATOR KOPEL: Do we not have the
expertise in-house?

LIEUTENANT STEPHANOFF: No.

LEGISLATOR KOPEL: We don't have it.
You'd have to start hiring people?

LIEUTENANT STEPHANOFF: We'd have to get
accredited for this to take over this discipline.

LEGISLATOR KOPEL: And why are we not?

2 LIEUTENANT STEPHANOFF: Because they're
3 focusing on the bigger disciplines, our drug
4 analysis and our arson - those are where we have
5 more volume.

6 LEGISLATOR KOPEL: You can't do them
7 both?

8 LIEUTENANT STEPHANOFF: As far as I'm
9 told, they're getting accredited for what they
10 can.

11 LEGISLATOR KOPEL: I see this goes until
12 '18. Does that indicate that you don't expect
13 this to be accredited before that?

14 LIEUTENANT STEPHANOFF: I'm sorry. Say
15 that again.

16 LEGISLATOR KOPEL: This contract runs
17 through 2018, right?

18 LIEUTENANT STEPHANOFF: '16. September
19 '16.

20 LEGISLATOR KOPEL: I'm sorry. But
21 you've got options. Whose options are those, our
22 or theirs?

23 LIEUTENANT STEPHANOFF: To renew, we
24 have the option to renew.

25 LEGISLATOR KOPEL: Our option. Okay.

LIEUTENANT STEPHANOFF: We're going to use them, this service, if the ME gets up and running, we'll use this until they get up and running to full capacity.

LEGISLATOR KOPEL: Was this bid out?

LIEUTENANT STEPHANOFF: This is a current contract. We're just adding money. The contract - the contract was back when we entered into the contract.

LEGISLATOR KOPEL: So it's on a piece-work basis; is that how it works? Is that a per analysis fee?

LIEUTENANT STEPHANOFF: What we're paying?

LEGISLATOR KOPEL: Yes.

LIEUTENANT STEPHANOFF: Yes.

LEGISLATOR KOPEL: Okay. Fine. So it will be on the same basis as what was received in the bid.

LIEUTENANT STEPHANOFF: Yes. As the current contract. We're not changing the terms. We're just adding money to do future investigations.

LEGISLATOR KOPEL: Okay. Thank you.

LIEUTENANT STEPHANOFF: You're welcome.

CHAIRWOMAN GONSALVES: Legislator Dunne.

LEGISLATOR DUNNE: I understand that we drive the evidence to Texas. We have a detective or two taking the evidence to Texas.

LIEUTENANT STEPHANOFF: Texas, I don't believe.

LEGISLATOR DUNNE: Isn't that were it is? It's in Bedford, Texas.

LIEUTENANT STEPHANOFF: I don't believe we drive this to Texas. I believe we drive to Pennsylvania.

LEGISLATOR DUNNE: So how do we get the evidence there? That's the chain of, you know, evidence.

LIEUTENANT STEPHANOFF: I can find out. I know we drive to Pennsylvania.

CHAIRWOMAN GONSALVES: I believe there is someone here.

LIEUTENANT STEPHANOFF: We're giving it to a satellite office in Pennsylvania, and they're testing it in Pennsylvania. This is just their headquarters.

LEGISLATOR DUNNE: Okay. So we drive

it to Pennsylvania.

LIEUTENANT STEPHANOFF: Yes. We drive to Pennsylvania.

LEGISLATOR DUNNE: After seeing all of that stuff about O.J. over the weekend, we don't want any chain of evidence being messed up.

LIEUTENANT STEPHANOFF: What I was told is we drive to Pennsylvania for this and the other evidence.

LEGISLATOR DUNNE: All right. Thank you.

CHAIRWOMAN GONSALVES: Legislator Jacobs.

LEGISLATOR JACOBS: I have a question I wanted to ask you. I know the whole story. I'm glad you're able to continue to do the investigations on this work and what has to be done, considering what happened and how bad it was. Can I ask you this? Do we have a timetable in place right now as to when the Forensic Evidence Bureau might be reaccredited and re-opened?

LIEUTENANT STEPHANOFF: In the police department?

LEGISLATOR JACOBS: Yeah.

LIEUTENANT STEPHANOFF: I think the movement is that the ME's office will take over.

LEGISLATOR JACOBS: Do you have any idea of when?

LIEUTENANT STEPHANOFF: For this discipline?

LEGISLATOR JACOBS: Well, I'd love to see it all open. But let's say for this discipline.

LIEUTENANT STEPHANOFF: For this discipline, they're not being accredited at the current time. They're not going -- they're going for the accreditation of drug analysis and arson because those are the bigger disciplines.

LEGISLATOR JACOBS: Once they get that -

-

LIEUTENANT STEPHANOFF: Then they're going to continue for other disciplines.

LEGISLATOR JACOBS: Okay. I assume the hope is or the idea is that we eventually reach a point where we're back to what we should have been --

LIEUTENANT STEPHANOFF: Yes.

2 LEGISLATOR JACOBS: what we were but
3 just didn't work.

4 LIEUTENANT STEPHANOFF: It just takes
5 time getting accredited.

6 LEGISLATOR JACOBS: Okay. Fine. Thank
7 you very much.

8 CHAIRWOMAN GONSALVES: Any other
9 questions or comments?

10 (No verbal response.)

11 Any public comment?

12 (No verbal response.)

13 There being none; all those in favor of
14 E-60 signify by saying aye.

15 (Aye.)

16 Any opposed?

17 (No verbal response.)

18 The item passes unanimously.

19 Next one is E-61, a personal services
20 agreement between Nassau County, on behalf of the
21 Nassau County Police Department, and National
22 Medical Services d/b/a NMS Labs.

23 Motion, please?

24 LEGISLATOR DUNNE: So moved.

25 LEGISLATOR NICOLELLO: Second.

CHAIRWOMAN GONSALVES: Moved by
Legislator Dunne, seconded by Legislator
Nicolello.

Lieutenant.

LIEUTENANT STEPHANOFF: This contract is
to extend the term to include 2016 and also to
add funds to National Medical Service.

National Medical Service does our drug
testing, which is heroin and other drugs. This
is what we drive over to Pennsylvania to get
tested. This is the discipline that the ME is
currently getting accredited for. Once they get
up to full capacity, we just -- the department
feels it necessary to maintain this contract
until the ME gets up to full capacity to allow us
to test drugs.

CHAIRWOMAN GONSALVES: Any other
comments or questions for the Lieutenant?
Legislator Nicolello.

LEGISLATOR NICOLELLO: Why is it taking
so long to get this accreditation done? It's
been six or seven years now since the whole
issue.

LIEUTENANT STEPHANOFF: The ME has taken

over certain disciplines from us. They're continuing as they go. This is a big discipline so it takes --

LEGISLATOR NICOLELLO: It's a time consuming process.

LIEUTENANT STEPHANOFF: I believe it's time consuming to put everything in place and then also to have the space necessary, also.

LEGISLATOR NICOLELLO: Do we foresee that this will be the last of these contracts, at least with respect to the drug testing? Is it possible that they'll --

LIEUTENANT STEPHANOFF: I hope so. We will need NMS. NMS we used before when we had a lab for some testing. But the bulk of this should be taken over.

LEGISLATOR NICOLELLO: Thank you.

LIEUTENANT STEPHANOFF: Thank you.

CHAIRWOMAN GONSALVES: Any other questions or comments for the Lieutenant?

(No verbal response.)

Any public comment?

(No verbal response.)

There being none; all those in favor of

2 E-61 signify by saying aye.

3 (Aye.)

4 Any opposed?

5 (No verbal response.)

6 The item passes unanimously.

7 LIEUTENANT STEPHANOFF: Thank you.

8 CHAIRWOMAN GONSALVES: Thank you,

9 Lieutenant.

10 The next item is E-62, a personal
11 services agreement on behalf of the Office of the
12 Nassau County Comptroller and RSM US LLP.

13 Motion, please?

14 LEGISLATOR DUNNE: So moved.

15 LEGISLATOR KOPEL: Second.

16 CHAIRWOMAN GONSALVES: Motion by
17 Legislator Dunne, seconded by Legislator Kopel.

18 MR. BLANCO: Again, Sergio Blanco here
19 from the comptroller's office to present this
20 amendment to a personal services contract between
21 the County of Nassau and RSM, formerly known as
22 McGladry (phonetic).

23 CHAIRWOMAN GONSALVES: Formerly known as
24 what?

25 MR. BLANCO: McGladry.

LEGISLATOR KOPEL: Come again?

MR. BLANCO: Formerly known as McGladry, LLP. They changed their name to RSM. My apologies.

LEGISLATOR ABRAHAMS: If I may.

CHAIRWOMAN GONSALVES: Minority Leader Kevan Abrahams.

LEGISLATOR ABRAHAMS: Thank you, Madam Presiding Officer. Mr. Blanco, just a quick question in regards to the RFP and the procurement process.

It was handled by the comptroller's office?

MR. BLANCO: Yes, sir, it was.

LEGISLATOR ABRAHAMS: The RFPing of the contract, the reviewing -- the RFPing as well as the review of the proposals has been handled by the comptroller's office as well?

MR. BLANCO: That's correct, sir.

LEGISLATOR ABRAHAMS: Thank you very much, Mr. Blanco.

CHAIRWOMAN GONSALVES: Any other questions or comments from the legislators?

(No verbal response.)

Any public comment?

(No verbal response.)

There being none; all those in favor of
E-62 signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

Any abstentions?

(Yes.)

Thank you, Sergio.

I was going to untable E-58. Where did
he go? The item is on behalf of the Board of
Elections. Is somebody here?

I'm going to ask for a motion to untable
E-58.

LEGISLATOR KOPEL: So moved.

LEGISLATOR DUNNE: Second.

CHAIRWOMAN GONSALVES: Moved by
Legislator Kopel, seconded by Legislator Dunne.

And we have?

All those in favor of untabling E-58
signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

Okay.

MR. NIDELCA: Good afternoon. My name is Larry Nidelca. I'm with the Nassau County Board of Elections. I'm here to respond to questions regarding our trucking contracts. Before I do that, let me just give you a brief history of what the trucking contracts are for.

As you know, when people go to vote at their regular polling places on Election Day, Primary Day, special elections, the voting equipment meets them at the place for them to vote on. We store it in Mineola, which means we need truckers to get them to and from the polling places.

What the Board does, at its own level, we put out a bid, a competitively sealed bid, for the ten routes the county has been broken down into, covering all of the polling sites that we use. We send an advertisement and legal notices to *Newsday*, and then what we do is we send existing contractors the bid specs and then anybody who has inquired over the time between bids, if they'd like to be a vendor, we give them

the bid specs and if anybody calls in during the bid process we give them bid specs as well.

These bids come to the Board of Elections, they are sealed, marked, and in a bipartisan fashion they are locked up to make sure there is no, I guess for lack of a better word, any hanky panky on them. They are opened up and analyzed based on the prices by routes and equipment, and then a determination is made by both commissioners at the Board of Elections as to who is getting the awards for the various routes that are in question.

CHAIRWOMAN GONSALVES: Any questions of Mr. Nidelca? Minority Leader Kevan Abrahams.

LEGISLATOR ABRAHAMS: Thank you, Madam Presiding Officer.

Mr. Nidelca, just to save yourself from the questioning on E-50. The procurement was handled the same way as you've just announced this way, internally with the Board of Elections in regards to the RFP process?

MR. NIDELCA: Yes, sir.

LEGISLATOR ABRAHAMS: Okay. In a bipartisan way.

MR. NIDELCA: Right. We have three vendors that won this year, up from two from the prior year. I think you have two today. The other one, the paperwork is being completed for a future calendar date.

CHAIRWOMAN GONSALVES: Any other questions of Mr. Nidelca?

(No verbal response.)

Any public comment?

(No verbal response.)

There being none; all those in favor of E-58 signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

The item passes unanimously.

There are several items -- thank you, Mr. Nidelca.

There are several items to be untabled, beginning with -- in fact, there are five of them, all having to do with towing, and it's E-31, E-32, E-33, E-34, E-35. Just so it's on the record, they're all personal services agreements between the Nassau County Police Department - the

first one, CNR Automotive, Inc.; 32, again on behalf of the Police Department and T&D Towing Corporation; E-33, also a personal services agreement between the Police Department and A1 Grand Auto Body, Inc.; E-34, a personal services agreement between the Police Department and North Shore Auto and Towing, Inc.; and E-35, again a personal services agreement between the County of Nassau, acting on behalf of the Police Department and All County Hookup Towing, Inc., d/b/a All County Towing and Recovery.

Motion to untable E-31, 32, 33, 34, 35.

LEGISLATOR DUNNE: So moved.

LEGISLATOR NICOLELLO: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Dunne, seconded by Legislator Nicolello.

All those in favor of untabling those items that were just called signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

The items are now untabled.

You want to add any information? Do you have any information that we didn't have before?

LIEUTENANT STEPHANOFF: No. We have since submitted the forms that were requested with the appropriate answers. Also, the business disclosure form - the principal disclosure form for the one company that was requested.

CHAIRWOMAN GONSALVES: So all of the information that was lacking is now on file, correct?

LIEUTENANT STEPHANOFF: Yes.

CHAIRWOMAN GONSALVES: Legislator Jacobs.

LEGISLATOR JACOBS: Lieutenant, my question is by doing it this way where you're literally choosing one tow truck company for each section you're really closing the door on it being open to all of the ones you approved being able to respond. Is there a reason for that?

LIEUTENANT STEPHANOFF: Each company has to have requirements. In other words, they have to have a storage yard that's secure, they have to be licensed in the area. Not all companies are licensed in all the areas. What we are able

to do is if a company is not available, we are allowed to go to the adjoining one that can tow. Having more companies actually leaves flexibility, where if a company is not available for some reason - because they do do other business besides work for us, then we can use an adjoining company that can come. This way it lends itself to getting the car off the road quick, in some instances.

LEGISLATOR JACOBS: Is this fair to all these companies, that they all have a shot at everything? I know that this is their work. This is what they do. Let's say, for example - I'm just looking at the one that I'm opened up to - All County Hookup - I'm not picking them for any reason. They are located - I don't know from this form where they are located. It doesn't matter.

LIEUTENANT STEPHANOFF: All County?

LEGISLATOR JACOBS: Yeah.

LIEUTENANT STEPHANOFF: I believe Freeport.

LEGISLATOR JACOBS: Obviously, they are located -- they are physically located in that

particular area.

LIEUTENANT STEPHANOFF: Yes.

LEGISLATOR JACOBS: So they are the first one you call?

LIEUTENANT STEPHANOFF: For the zones that they are going to cover, they have five zones, so they will be the primary in those five zones and they will be called first.

LEGISLATOR JACOBS: Under this present system, can anyone else put in a request to be part of those zones or --

LIEUTENANT STEPHANOFF: When we put out -- we did a *Newsday* advertisement, and we collected bids. At the time, companies can bid on the zones. There was a selection committee -- we chose the highest responsible bidders that are able to perform the work in those areas.

LEGISLATOR JACOBS: But then you said before that if they are overwhelmed or if they don't have the capabilities you can go outside of that?

LIEUTENANT STEPHANOFF: Yes. I believe we use the adjoining.

MR. SPUTO: We use a contractor who won

an adjoining zone.

LEGISLATOR JACOBS: You understand where I'm coming from with this. I'm just thinking that if you approve of all of these people then it almost seems fair they let them all be available, on-call no matter where in Nassau County. I'm not an expert on this.

LIEUTENANT STEPHANOFF: They also bid to what they can handle for the work, for those impound zones.

LEGISLATOR JACOBS: Thank you.

CHAIRWOMAN GONSALVES: Minority Leader Kevan Abrahams.

LEGISLATOR ABRAHAMS: Thank you, Madam Presiding Officer.

Just a quick question, Sergeant. To the way it's done now, if something happens on Main Street and Seaman in Freeport and we require tow truck services, explain to me the process that happens now, before this contract is approved.

DETECTIVE-LIEUTENANT SPUTO: Detective Lieutenant Robert Sputo - S-P-U-T-O.

The current contractor moving forward is pretty much working the way it has been for the

last number of years. Specifically, we're not dealing with every disabled vehicle on the road; these are just vehicles that are impounded by the Police Department. If we deem a vehicle to be impounded, we call the impound contractor who has that zone and they provide the service.

The person who bids on a zone and is a successful bidder and wins the contract must have a storage location, either in that zone or in an adjacent zone. What we're trying to do is we're trying to make sure that they do have the storage facilities and they're not going to bring a vehicle to the other side of the county and inconvenience us or inconvenience the person who owns the car. We make sure that they have proper storage, that all the locations are secure, that they are well lit, and that's what we do moving forward.

LEGISLATOR ABRAHAMS: So the process that happens currently now is not much different than what we're going to, we just RFPd it out again?

DETECTIVE LIEUTENANT SPUTO: Yes.

LEGISLATOR ABRAHAMS: Did we change the

configurations of the zones?

LIEUTENANT STEPHANOFF: Yes. We separated the LIE, the 135, and for any big vehicles that need to be towed we have a company for that also, as well. The reason - the LIE previously cut through several precincts. This uniformed it where one company is called on any area of the LIE or the 135 and it will streamline it to get the car off the road quicker.

LEGISLATOR ABRAHAMS: Okay. Thank you.

LIEUTENANT STEPHANOFF: You're welcome.

CHAIRWOMAN GONSALVES: Any other questions or comments for the Lieutenant?

(No verbal response.)

Any public comment?

(No verbal response.)

There being none; all those in favor of E-31, E-32, E-33, E-34, E-35 signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

Any abstentions?

(Abstain.)

The items pass four-zero-three.

LIEUTENANT STEPHANOFF: Thank you.

CHAIRWOMAN GONSALVES: I'm going to recess the Rules Committee. If information is forthcoming for items that were tabled, we will resume when we come back after the other two committees meet.

(Whereupon, the Rules Committee recessed at 2:43 p.m.)

(Whereupon, the Rules Committee reconvened at 3:53 p.m.)

CHAIRWOMAN GONSALVES: We are now back in session, so would my colleagues please take their seats?

I'm going to ask for a motion to suspend the rules.

LEGISLATOR KOPEL: So moved.

LEGISLATOR DUNNE: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Kopel, seconded by Legislator Dunne.

All in favor of suspending the rules signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

The rules are now suspended.

As a request, I'm going to call Item 96 on the addendum agenda. I know that two of the legislators need to recuse themselves, and that's Minority Leader Kevan Abrahams and Legislator Jacobs.

The item is a resolution authorizing the county attorney compromise and settle any and all claims between Lighthouse Development Group, LLC, and the County of Nassau; pursuant to the County Law, County Government Law, and the Nassau County Administrative Code.

Motion, please?

LEGISLATOR DUNNE: So moved.

LEGISLATOR KOPEL: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Dunne, seconded by Legislator Kopel.

I believe that there was testimony given during the Finance Committee; correct, Legislator Nicolello?

LEGISLATOR NICOLELLO: Yes.

CHAIRWOMAN GONSALVES: Is there any other additional information? Would you like

2 Pinnone and Lopes to be up here? Legislator
3 Solages.

4 LEGISLATOR SOLAGES: Thank you,
5 Presiding Officer.

6 Good afternoon, counselors.

7 MR. MEYER: Good afternoon.

8 LEGISLATOR SOLAGES: Just a couple of
9 more questions I had.

10 If the Islanders breach this agreement or
11 the sublicense, can the county seek specific
12 enforcement or performance requiring the
13 Islanders to use the facility as a practice
14 facility for open practices?

15 MR. MEYER: As I indicated before during
16 the Finance Committee in executive session, those
17 types of questions may be better answered back in
18 executive session, as there is a possibility of
19 litigation.

20 LEGISLATOR SOLAGES: Okay. But if the
21 Islanders permanently vacate the premises in year
22 three, must the Lighthouse pay the penalty amount
23 for each succeeding year, through year zero?

24 MR. MEYER: I'm sorry. Can you repeat
25 that question, please?

LEGISLATOR SOLAGES: If the Islanders permanently vacate the premises in year three, must the Lighthouse pay the penalty amount for each succeeding year through year ten?

MR. MEYER: Just to further describe that, as I had indicated in my prior remarks during the Finance Committee, what would happen on that is that the settlement amount is \$3.5 million. So in that first year, if they were to vacate, they would pay the \$3.5 million if it was determined that the Islanders did not use Twin Rinks as their primary practice facility. In the second year that number would be reduced by \$450,000. So for the first five years it gets reduced by \$450,000. So it would be \$3.05 million in year two. It's just a one-time payment at that point.

What the county is attempting to do is recoup whatever amount of the \$3.5 million isn't utilized in any given year. So that \$3.5 million is amortized over that period of time. It's just a one-time payment to reimburse the county for the amount that it would not be used.

LEGISLATOR SOLAGES: You mentioned that

2 a million would go to improve county parks. Can
3 you specify any particular improvements in county
4 parks?

5 MR. MEYER: I cannot at this time. It's
6 just to be used for any general parks.

7 LEGISLATOR SOLAGES: I understand.

8 Just for best practices going forward,
9 this was presented to my team, my staff Friday,
10 last week, just three days ago. Please, go
11 forward. Just better notice, more advanced
12 notice would be preferred.

13 MR. MEYER: The point is well taken.
14 Understood, Legislator.

15 LEGISLATOR SOLAGES: Thank you.

16 CHAIRWOMAN GONSALVES: Any other
17 comments or questions?

18 (No verbal response.)

19 Any public comment?

20 (No verbal response.)

21 There being none; all those in favor of
22 Item 96 signify by saying aye.

23 (Aye.)

24 Any opposed?

25 (No verbal response.)

We have five to zero, two recusals.

MR. MEYER: Thank you very much.

CHAIRWOMAN GONSALVES: Thank you very much.

Since a number of items went through other committees, particularly Public Safety, Finance, the testimony of those committees will be incorporated into the Rules Committee. I'm going to call the items, as agreed upon.

Item 58, 59, 60, 61, 62, 67, 68, 69, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, and 94, 86, 87, 88, 89, 90, 93, and I think I said 94, and on the addendum agenda we have Item 70.

(Whereupon, the following are the minutes of the March 7, 2016, Public Safety Committee pertaining to Clerk Items 60, 61, 62, 67, 68, 69, 70, 71, 72, and 74-16.)

The first item which was called, the 60-16, was a grant for \$3,000 dedicated for the Child Passenger Safety Program provided by Traffic Safety. The grant allows for Traffic Safety to purchase car seats and equipment for doing specifically our mobile traffic child

2 safety seat checks, which actually we do in the
3 legislative districts.

4 CHAIRMAN DUNNE: Which is a great
5 program. We might as well as well vote on them
6 individually. We called them all together but
7 we're going to vote on them individually.

8 The motion is made and passed.

9 Does anybody have any questions on this
10 item?

11 (No verbal response.)

12 There being none; all those in favor
13 indicate by saying aye.

14 (Aye.)

15 Any against?

16 (No verbal response.)

17 It passes on to Finance.

18 The next one was 68-16.

19 MR. MISTRON: 68-16, again is a grant
20 that we received. There is surcharge money
21 charged for people that park in handicapped
22 parking spaces. The legislation in the State
23 calls for that surcharge to be able to be used
24 for educational programs involved for physically
25 challenged people. We utilize that money through

another organization to do everything from child specialized traffic safety programs to mobility programs.

CHAIRMAN DUNNE: Okay. Any questions on this from any of the legislators?

(No verbal response.)

All in favor indicate by saying aye.

(Aye.)

Against?

(No verbal response.)

It passes on to Finance also.

Now 69-16.

MR. MISTRON: The final one is the police traffic services grant, that again, Traffic Safety applied for on behalf of all the police departments in Nassau County, the Nassau County PD and the village and city police.

This particular enforcement is split between the annual Buckle-Up enforcement wave that takes place the end of May, as well as specialized enforcement for everything from pedestrian safety to speed enforcement and aggressive driving enforcement, as well as the new component for cell phone use.

CHAIRMAN DUNNE: Any questions on this?

(No verbal response.)

There being none; all in favor indicate
by saying aye.

(Aye.)

Any against?

(No verbal response.)

It passes unanimously on to Finance.

Thank you, Mr. Mistrion.

The next item coming up before us will be
Item 61-16, an annual appropriation ordinance in
connection with the Office of Emergency
Management.

Who do we have?

LEGISLATOR WALKER: So moved.

CHAIRMAN DUNNE: Moved by Rose Walker,
seconded by Vincent Muscarella, Legislator
Muscarella.

MR. DELANEY: Hi, everyone. Tom
Delaney, Nassau County OEM. This is a New York
State grant funded by cellular surcharge revenue.
When you look on your cell phone bills, now you
know where some of this money is going to.

This is called the public safety

answering point grant. We applied for \$163,406 last year to upgrade the Firecom dispatch system, which, as many people are aware, suffered two outages last year, not just affecting the county dispatch system but potentially, even though they're a fire department that do self dispatch because Firecom is a backup. What the system is going to do is allow them to start transitioning into newer technology. This system is very expandable. We're going to start off with something small, still utilizing the current system and then build onto that.

The award amount that we received was for \$137,000. Like I said, the system was 163. We're going to be able to backfill this with money from our other homeland security grants because this involves interoperable communications. So we will be able to meet the goal that was originally asked for.

CHAIRMAN DUNNE: Welcome to the future.

Any questions from any of the legislators?

(No verbal response.)

There being none; all in favor indicate

by saying aye.

(Aye.)

Any against?

(No verbal response.)

Okay. Thank you kindly. This goes on to Finance.

The next item is Item 62-16, and we're going to call also 67-16 and 74-16 because they are all dealing with the district attorney's office. They are all ordinances supplemental to the annual appropriations ordinance in connection with the district attorney's office.

LEGISLATOR WALKER: So moved.

LEGISLATOR MUSCARELLA: Second.

CHAIRMAN DUNNE: Moved by Legislator Walker, seconded by Legislator Muscarella.

MR. MCMANUS: Bob McManus, District Attorney's Office.

Item 62 is for the Nassau County District Attorney's Office rapid intervention and services model. Funds will be used by the district attorney's office to reduce DWI repeat offenses by addressing two specific issues within the criminal justice system: predicting which

offenders are likely to reoffend by utilizing non-traditional assessment tools and reducing the amount of time between arrest and disposition of the case.

Research conducted by the state has shown that offenders respond to intervention, but only if there are swift and clear consequences for recidivistic behavior. Offenders will be tracked throughout the process in order to evaluate compliance with the program and sanctions will be imposed accordingly. This is funded entirely by grant money.

CHAIRMAN DUNNE: You might as well do all three while you're there. Do the other two.

MR. MCMANUS: Excuse me, sir?

CHAIRMAN DUNNE: 67 also.

MR. MCMANUS: Yes. This item is the motor vehicle theft and insurance fraud prevention grant program. The Nassau County District Attorney's Office motor vehicle theft and insurance fraud prevention program investigate and prosecute motor vehicle theft and motor vehicle insurance fraud cases. Investigative efforts target medical mills and

auto body shops suspected of no-fault fraud, with an emphasis of undercover investigations. The program also facilitate cooperation between law enforcement agencies and the insurance industry in combating the program of auto-related insurance fraud.

CHAIRMAN DUNNE: And that's funded through?

MR. MCMANUS: It's a grand funded through New York State Division of Criminal Justice Services.

CHAIRMAN DUNNE: Excellent. And then 74-16.

MR. MCMANUS: Item Number 74 is the crimes against revenue program. Funds will be used by the Nassau County District Attorney's Office for continuation of the crimes against revenue program. This program will provide effective investigation and prosecution of cases that have adverse affects on all government revenues, including, but not limited to, sales and personal income tax evasion, Medicaid fraud, and enforcement of prevailing wage laws. And this is also 100 percent funded.

CHAIRMAN DUNNE: Excellent.

Any questions for Mr. McManus from any of the legislators?

(No verbal response.)

There being none; all those in favor of all three of these items indicate by saying aye.

(Aye.)

Any against?

(No verbal response.)

Thank you, Mr. McManus. All three will go on to Finance.

MR. MCMANUS: Thank you.

CHAIRMAN DUNNE: The next item to come before us is Item 71-16, which is an ordinance supplemental to the annual appropriation ordinance in connection with the police department.

LEGISLATOR WALKER: So moved.

LEGISLATOR MACKENZIE: Second.

CHAIRMAN DUNNE: Rose Walker makes the motion, and Don Mackenzie seconds.

Lieutenant. Lieutenant, can I just ask you when did you get the promotion?

LIEUTENANT STEPHANOFF: December.

2 CHAIRMAN DUNNE: Excellent.

3 Congratulations.

4 LIEUTENANT STEPHANOFF: Thank you.

5 CHAIRMAN DUNNE: Great job. We used to
6 call you Serg. Now it's Lieutenant.

7 LIEUTENANT STEPHANOFF: Thank you.

8 CHAIRMAN DUNNE: Okay. Item 71, can you
9 tell us about this?

10 LIEUTENANT STEPHANOFF: This item
11 appropriates \$145,783 in funds from the New York
12 State Division of Criminal Justice Services.
13 This is our surveillance apprehension and
14 enforcement program. We use this for extra
15 patrols for stolen autos in high theft areas, and
16 we also send detectives for extra work for
17 insurance fraud.

18 CHAIRMAN DUNNE: Excellent. Any
19 questions from any legislator on this?

20 (No verbal response.)

21 All in favor indicate by saying aye.

22 (Aye.)

23 Any against?

24 (No verbal response.)

25 It passes on to Finance.

Thank you, Lieutenant.

LIEUTENANT STEPHANOFF: Thank you.

CHAIRMAN DUNNE: The next item to come before us is Item 72-16, an ordinance supplemental to the annual appropriation ordinance in connection with the Toxicology/Medical Examiner.

LEGISLATOR WALKER: So moved.

LEGISLATOR MUSCARELLA: Second.

CHAIRMAN DUNNE: Legislator Walker made the motion, seconded by Vincent Muscarella.

Now, on the item. Yes, ma'am

MS. DOOLING: Hi. Karen Dooling, Crime Laboratory, Medical Examiner's Office on behalf of toxicology.

This award is \$21,542 from the federal government. It's a pass-through no match through the state. It will be used for conferences, the temperature monitoring system for the lab, and for overtime to perform casework.

CHAIRMAN DUNNE: What discipline is that?

MS. DOOLING: This is toxicology, which is separate from crime laboratory, but a

2 toxicology person wasn't available today.

3 CHAIRMAN DUNNE: We do all that in-house
4 here?

5 MS. DOOLING: Yeah. Toxicology deals
6 with the death investigations in the medical
7 examiner's office.

8 CHAIRMAN DUNNE: Excellent.

9 Any questions from any legislator?

10 (No verbal response.)

11 There being none; all in favor indicate
12 by saying aye.

13 (Aye.)

14 Any against?

15 (No verbal response.)

16 It passes on to Finance.

17 Thank you, Karen.

18 Now we entertain a motion to suspend the
19 rules.

20 LEGISLATOR BYNOE: One second.

21 Legislator Dunne?

22 CHAIRMAN DUNNE: Yes.

23 LEGISLATOR BYNOE: I have something I
24 want to discuss before we adjourn for the day.

25 CHAIRMAN DUNNE: We have another item.

LEGISLATOR BYNOE: We do?

CHAIRMAN DUNNE: We have an addendum
item.

LEGISLATOR BYNOE: I'm sorry.

CHAIRMAN DUNNE: I will entertain after
we complete.

I entertain a motion to suspend the rules
for the addendum item.

LEGISLATOR WALKER: So moved.

LEGISLATOR MACKENZIE: Second.

CHAIRMAN DUNNE: So moved by Legislator
Rose Walker, seconded by Don Mackenzie.

All in favor?

(Aye.)

The item is Item 70-16, an ordinance
supplemental to the annual appropriations
ordinance in connection with the medical
examiner's division of forensic services.

LEGISLATOR WALKER: So moved.

LEGISLATOR MACKENZIE: Second.

CHAIRMAN DUNNE: It is moved by
Legislator Walker, seconded by Legislator
Mackenzie.

Now, on this item.

MS. DOOLING: Hi. Karen Dooling, Crime Lab.

This is actually the same grant I was discussing before; one gets awarded to the toxicology laboratory from the state and another for the same amount, \$21,542 gets awarded to the crime laboratory.

For the crime laboratory, this money will be used to support our laboratory information management system, which is what we use to process all casework and keep track of our QC records.

CHAIRMAN DUNNE: Okay. Any questions?

(No verbal response.)

There being none; all in favor indicate by saying aye.

(Aye.)

Any against?

(No verbal response.)

This also passes and goes on to Finance.

(Whereupon, the following are the minutes of the March 7, 2016, Finance Committee meeting pertaining to Clerk Items 58, 59, 60, 61, 62, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79,

2 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 93,
3 and 94-16.)

4 Item 58-2016 is a resolution authorizing the
5 county executive to execute a grant agreement
6 between the County of Nassau, acting on behalf of
7 the Department of Parks and Recreation and
8 Museums and the Seaford Historical Society.

9 LEGISLATOR WALKER: So moved.

10 LEGISLATOR MACKENZIE: Second.

11 CHAIRMAN NICOLELLO: Moved by Legislator
12 Walker, seconded by Legislator Mackenzie.

13 Any discussion on this item?

14 (No verbal response.)

15 Any public comment?

16 (No verbal response.)

17 All in favor signify by saying aye.

18 (Aye.)

19 Those opposed?

20 (No verbal response.)

21 The item carries unanimously.

22 Item 59-2016 is a resolution providing
23 for the issuance of a warrant directing the
24 treasurer of the County of Nassau to pay to the
25 supervisors of the several towns and the

treasurers of several villages and the cities within the County of Nassau, the sums as apportioned by the Nassau County Legislature based on a report filed by the County Treasurer and the County Clerk, showing deposits from mortgage taxes for the quarter beginning October 1, 2016 through December 31, 2016; pursuant to the County Government Law of Nassau County and the Nassau County Administrative Code.

LEGISLATOR MUSCARELLA: So moved.

LEGISLATOR WALKER: Second.

CHAIRMAN NICOLELLO: Moved by Legislator Muscarella, seconded by Legislator Walker.

This is the mortgage taxes, obviously.

Any discussion? Legislator DeRiggi-Whitton.

LEGISLATOR DeRIGGI-WHITTON: I have a question.

CHAIRMAN NICOLELLO: Do we have someone to speak on this item?

MS. CALLEY: Hi. Deidre Calley, Office of Legislative Budget Review.

LEGISLATOR DeRIGGI-WHITTON: Should it be budget review for this?

CHAIRMAN NICOLELLO: She's at the mic, so let's give her a shot at answering the question. Who else do you want?

LEGISLATOR DeRIGGI-WHITTON: Someone from the administration, I thought.

MS. CALLEY: The reason we came is because we allocate the money between the different villages. That's what our office does.

LEGISLATOR DeRIGGI-WHITTON: If it's okay with you, maybe the county attorney should just make a statement on the record.

CHAIRMAN NICOLELLO: The county attorney to make a statement about what?

LEGISLATOR DeRIGGI-WHITTON: Okay. Then I would just like to put a question on the record. Are any of these proceeds being withheld in connection with the dispute of the reimbursement of the FIT tuition?

CHAIRMAN NICOLELLO: The question is whether any of the mortgage taxes are being withheld because of the dispute over FIT, with the towns over the FIT tuition. Does anyone have an answer to that question? So the question is on the record. Obviously, this is the first step

2 in the process, in terms of the committees. So
3 you will have an answer, if not by Rules --

4 LEGISLATOR DeRIGGI-WHITTON: If they
5 could provide that and also just when they expect
6 to have the towns and villages reimbursed
7 completely, like how long of a delay this is
8 going to be.

9 CHAIRMAN NICOLELLO: Doesn't that depend
10 on how long the lawsuit lasts?

11 LEGISLATOR DeRIGGI-WHITTON: Yeah. It
12 depends on what's going on. If it something with
13 FIT or not, I don't know if it is connected or
14 not.

15 CHAIRMAN NICOLELLO: I think there is
16 litigation.

17 LEGISLATOR DeRIGGI-WHITTON: If that's
18 what this is.

19 CHAIRMAN NICOLELLO: I don't know if
20 it's the mortgage taxes or sales taxes that are
21 being withheld. If there is litigation over the
22 issue, if there is then it won't be disbursed
23 until after the litigation is completed.

24 LEGISLATOR DeRIGGI-WHITTON: Right. So
25 if it's connected to FIT, that's just something

we need to know. I don't even know if that's the case. As long as we know by Monday, the 21st.

CHAIRMAN NICOLELLO: All right.

Any other questions or discussion?

(No verbal response.)

Any public comment?

(No verbal response.)

All in favor signify by saying aye.

(Aye.)

Those opposed?

(No verbal response.)

Carries unanimously.

Items 60, 61, 62, 67, 68, 69, 71, 72, 73, and 74, these are all ordinances supplemental to the annual appropriation ordinance in connection with the Traffic Safety Board, Office of Emergency Management, District Attorney's Office, Police Department, Department of Toxicology/Medical Examiner, and the Office of Housing and Community Development.

LEGISLATOR WALKER: So moved.

LEGISLATOR MACKENZIE: Second.

CHAIRMAN NICOLELLO: Moved by Legislator Walker, seconded by Legislator Mackenzie.

Any discussion on these items?

(No verbal response.)

Any public comment?

(No verbal response.)

All in favor signify by saying aye.

(Aye.)

Those opposed?

(No verbal response.)

Those items carry unanimously.

(Whereupon, the following are the minutes of the March 7, 2016, Public Safety Committee pertaining to Clerk Items 60-16, 61-16, 62-16, 67-16, 68-16, 69-19, 71-16, and 72-16.)

The first item to come before us, we're going to call together, Item 60-16, together with 68-16 and 69-16. They are all ordinances supplemental to the annual appropriation ordinance in connection with the Traffic Safety Board.

Who do we have for traffic safety? We have Chris.

Motion by Rose Walker, seconded by Donald Mackenzie on all three of those items.

MR. MISTRON: Christopher Mistron, Director of Traffic Safety.

The first item which was called, the 60-16, was a grant for \$3,000 dedicated for the Child Passenger Safety Program provided by Traffic Safety. The grant allows for Traffic Safety to purchase car seats and equipment for doing specifically our mobile traffic child safety seat checks, which actually we do in the legislative districts.

CHAIRMAN DUNNE: Which is a great program. We might as well as well vote on them individually. We called them all together but we're going to vote on them individually.

The motion is made and passed.

Does anybody have any questions on this item?

(No verbal response.)

There being none; all those in favor indicate by saying aye.

(Aye.)

Any against?

(No verbal response.)

It passes on to Finance.

The next one was 68-16.

MR. MISTRON: 68-16, again is a grant

that we received. There is surcharge money charged for people that park in handicapped parking spaces. The legislation in the State calls for that surcharge to be able to be used for educational programs involved for physically challenged people. We utilize that money through another organization to do everything from child specialized traffic safety programs to mobility programs.

CHAIRMAN DUNNE: Okay. Any questions on this from any of the legislators?

(No verbal response.)

All in favor indicate by saying aye.

(Aye.)

Against?

(No verbal response.)

It passes on to Finance also.

Now 69-16.

MR. MISTRON: The final one is the police traffic services grant, that again, Traffic Safety applied for on behalf of all the police departments in Nassau County, the Nassau County PD and the village and city police.

This particular enforcement is split

2 between the annual Buckle-Up enforcement wave
3 that takes place the end of May, as well as
4 specialized enforcement for everything from
5 pedestrian safety to speed enforcement and
6 aggressive driving enforcement, as well as the
7 new component for cell phone use.

8 CHAIRMAN DUNNE: Any questions on this?

9 (No verbal response.)

10 There being none; all in favor indicate
11 by saying aye.

12 (Aye.)

13 Any against?

14 (No verbal response.)

15 It passes unanimously on to Finance.

16 Thank you, Mr. Mistrion.

17 The next item coming up before us will be
18 Item 61-16, an annual appropriation ordinance in
19 connection with the Office of Emergency
20 Management.

21 Who do we have?

22 LEGISLATOR WALKER: So moved.

23 CHAIRMAN DUNNE: Moved by Rose Walker,
24 seconded by Vincent Muscarella, Legislator
25 Muscarella.

MR. DELANEY: Hi, everyone. Tom Delaney, Nassau County OEM. This is a New York State grant funded by cellular surcharge revenue. When you look on your cell phone bills, now you know where some of this money is going to.

This is called the public safety answering point grant. We applied for \$163,406 last year to upgrade the Firecom dispatch system, which, as many people are aware, suffered two outages last year, not just affecting the county dispatch system but potentially, even though they're a fire department that do self dispatch because Firecom is a backup. What the system is going to do is allow them to start transitioning into newer technology. This system is very expandable. We're going to start off with something small, still utilizing the current system and then build onto that.

The award amount that we received was for \$137,000. Like I said, the system was 163. We're going to be able to backfill this with money from our other homeland security grants because this involves interoperable communications. So we will be able to meet the

goal that was originally asked for.

CHAIRMAN DUNNE: Welcome to the future.

Any questions from any of the
legislators?

(No verbal response.)

There being none; all in favor indicate
by saying aye.

(Aye.)

Any against?

(No verbal response.)

Okay. Thank you kindly. This goes on to
Finance.

The next item is Item 62-16, and we're
going to call also 67-16 and 74-16 because they
are all dealing with the district attorney's
office. They are all ordinances supplemental to
the annual appropriations ordinance in connection
with the district attorney's office.

LEGISLATOR WALKER: So moved.

LEGISLATOR MUSCARELLA: Second.

CHAIRMAN DUNNE: Moved by Legislator
Walker, seconded by Legislator Muscarella.

MR. MCMANUS: Bob McManus, District
Attorney's Office.

Item 62 is for the Nassau County District Attorney's Office rapid intervention and services model. Funds will be used by the district attorney's office to reduce DWI repeat offenses by addressing two specific issues within the criminal justice system: predicting which offenders are likely to reoffend by utilizing non-traditional assessment tools and reducing the amount of time between arrest and disposition of the case.

Research conducted by the state has shown that offenders respond to intervention, but only if there are swift and clear consequences for recidivistic behavior. Offenders will be tracked throughout the process in order to evaluate compliance with the program and sanctions will be imposed accordingly. This is funded entirely by grant money.

CHAIRMAN DUNNE: You might as well do all three while you're there. Do the other two.

MR. MCMANUS: Excuse me, sir?

CHAIRMAN DUNNE: 67 also.

MR. MCMANUS: Yes. This item is the motor vehicle theft and insurance fraud

prevention grant program. The Nassau County District Attorney's Office motor vehicle theft and insurance fraud prevention program investigate and prosecute motor vehicle theft and motor vehicle insurance fraud cases.

Investigative efforts target medical mills and auto body shops suspected of no-fault fraud, with an emphasis of undercover investigations. The program also facilitates cooperation between law enforcement agencies and the insurance industry in combating the program of auto-related insurance fraud.

CHAIRMAN DUNNE: And that's funded through?

MR. MCMANUS: It's a grand funded through New York State Division of Criminal Justice Services.

CHAIRMAN DUNNE: Excellent. And then 74-16.

MR. MCMANUS: Item Number 74 is the crimes against revenue program. Funds will be used by the Nassau County District Attorney's Office for continuation of the crimes against revenue program. This program will provide

2 effective investigation and prosecution of cases
3 that have adverse affects on all government
4 revenues, including, but not limited to, sales
5 and personal income tax evasion, Medicaid fraud,
6 and enforcement of prevailing wage laws. And
7 this is also 100 percent funded.

8 CHAIRMAN DUNNE: Excellent.

9 Any questions for Mr. McManus from any of
10 the legislators?

11 (No verbal response.)

12 There being none; all those in favor of
13 all three of these items indicate by saying aye.

14 (Aye.)

15 Any against?

16 (No verbal response.)

17 Thank you, Mr. McManus. All three will
18 go on to Finance.

19 MR. MCMANUS: Thank you.

20 CHAIRMAN DUNNE: The next item to come
21 before us is Item 71-16, which is an ordinance
22 supplemental to the annual appropriation
23 ordinance in connection with the police
24 department.

25 LEGISLATOR WALKER: So moved.

2 LEGISLATOR MACKENZIE: Second.

3 CHAIRMAN DUNNE: Rose Walker makes the
4 motion, and Don Mackenzie seconds.

5 Lieutenant. Lieutenant, can I just ask
6 you when did you get the promotion?

7 LIEUTENANT STEPHANOFF: December.

8 CHAIRMAN DUNNE: Excellent.
9 Congratulations.

10 LIEUTENANT STEPHANOFF: Thank you.

11 CHAIRMAN DUNNE: Great job. We used to
12 call you Serg. Now it's Lieutenant.

13 LIEUTENANT STEPHANOFF: Thank you.

14 CHAIRMAN DUNNE: Okay. Item 71, can you
15 tell us about this?

16 LIEUTENANT STEPHANOFF: This item
17 appropriates \$145,783 in funds from the New York
18 State Division of Criminal Justice Services.
19 This is our surveillance apprehension and
20 enforcement program. We use this for extra
21 patrols for stolen autos in high theft areas, and
22 we also send detectives for extra work for
23 insurance fraud.

24 CHAIRMAN DUNNE: Excellent. Any
25 questions from any legislator on this?

(No verbal response.)

All in favor indicate by saying aye.

(Aye.)

Any against?

(No verbal response.)

It passes on to Finance.

Thank you, Lieutenant.

LIEUTENANT STEPHANOFF: Thank you.

CHAIRMAN DUNNE: The next item to come before us is Item 72-16, an ordinance supplemental to the annual appropriation ordinance in connection with the Toxicology/Medical Examiner.

LEGISLATOR WALKER: So moved.

LEGISLATOR MUSCARELLA: Second.

CHAIRMAN DUNNE: Legislator Walker made the motion, seconded by Vincent Muscarella.

Now, on the item. Yes, ma'am

MS. DOOLING: Hi. Karen Dooling, Crime Laboratory, Medical Examiner's Office on behalf of toxicology.

This award is \$21,542 from the federal government. It's a pass-through no match through the state. It will be used for conferences, the

2 temperature monitoring system for the lab, and
3 for overtime to perform casework.

4 CHAIRMAN DUNNE: What discipline is
5 that?

6 MS. DOOLING: This is toxicology, which
7 is separate from crime laboratory, but a
8 toxicology person wasn't available today.

9 CHAIRMAN DUNNE: We do all that in-house
10 here?

11 MS. DOOLING: Yeah. Toxicology deals
12 with the death investigations in the medical
13 examiner's office.

14 CHAIRMAN DUNNE: Excellent.

15 Any questions from any legislator?

16 (No verbal response.)

17 There being none; all in favor indicate
18 by saying aye.

19 (Aye.)

20 Any against?

21 (No verbal response.)

22 It passes on to Finance.

23 Thank you, Karen.

24 (Whereupon, the following is the
25 continuation of the March 7, 2016, Finance

Committee meeting.)

CHAIRMAN NICOLELLO: Items 75 and 76, resolutions authorizing the county executive to execute grant agreements between the County of Nassau, acting on behalf of the Department of Parks, Recreation and Museums, and the Freeport Historical Society, and the St. John of Jerusalem Cemetery Inc.

LEGISLATOR MUSCARELLA: So moved.

LEGISLATOR WALKER: Second.

CHAIRMAN NICOLELLO: Moved by Legislator Muscarella, seconded by Legislator Walker.

Any questions or discussion?

(No verbal response.)

Any public comment?

(No verbal response.)

All in favor signify by saying aye.

(Aye.)

Those opposed?

(No verbal response.)

Those two items carry unanimously.

Item 77 is a resolution to authorize the transfer of appropriations heretofore made within the budget for the year 2016.

LEGISLATOR WALKER: So moved.

LEGISLATOR MACKENZIE: Second.

CHAIRMAN NICOLELLO: Moved by Legislator Walker, seconded by Legislator Mackenzie.

Any discussion on this item?

(No verbal response.)

Any public comment?

(No verbal response.)

All in favor signify by saying aye.

(Aye.)

Mr. Jefferson.

MR. JEFFERSON: I just wanted to answer the question on the mortgage tax.

CHAIRMAN NICOLELLO: Sure.

MR. JEFFERSON: We do not net on the mortgage tax. There is no net on the mortgage tax. That's paid in full. The netting is done on the sales tax for FIT.

CHAIRMAN NICOLELLO: Okay. I think you have your answer.

MR. JEFFERSON: Is that it?

LEGISLATOR DeRIGGI-WHITTON: So you're not withholding because of the lawsuit? So, just on the record, they're getting the full amount of

the sales tax?

MR. JEFFERSON: That is correct.

LEGISLATOR DeRIGGI-WHITTON: Thank you.

CHAIRMAN NICOLELLO: Thank you, Mr.
Jefferson.

Next items are 78, 79, 80, 81, 82, 83,
84, 85, and 86. These are resolutions to
authorize the county assessor and/or the county
treasurer and/or the receiver of taxes of the
Towns of Hempstead, North Hempstead, Oyster Bay,
and the City of Long Beach to partially exempt
from real property taxation, certain real
properties situated in various school districts
to correct a rate code error and taxes in
accordance with petitions of the County Assessor;
and to correct erroneous assessments and taxes in
accordance with petitions.

LEGISLATOR WALKER: So moved.

LEGISLATOR MUSCARELLA: Second.

CHAIRMAN NICOLELLO: Moved by Legislator
Walker, seconded by Legislator Muscarella.

These items are before the committee.

Any discussion on the items? Legislator
DeRiggi-Whitton.

LEGISLATOR DeRIGGI-WHITTON: I have one quick question. I don't know who is here.

I just wanted to make sure it's not an oversight that Glen Cove is not listed here. I see Long Beach. Usually when Long Beach and all the others towns are listed, Glen Cove is usually there.

CHAIRMAN NICOLELLO: I think that may be coincidental. I don't think they have to be.

LEGISLATOR DeRIGGI-WHITTON: It just seems like everyone else is represented. If it's zero, then okay.

CHAIRMAN NICOLELLO: I think it's when these types of items come up, whether it's correcting erroneous assessments or exempting real property. If nothing is before or is in the process at this point, it won't come to us.

LEGISLATOR DeRIGGI-WHITTON: Thank you.

CHAIRMAN NICOLELLO: Any other discussion?

(No verbal response.)

Any public comment?

(No verbal response.)

All in favor signify by saying aye.

(Aye.)

Those opposed?

(No verbal response.)

Those items carry unanimously.

Items 87 and 88-2016 are resolutions to authorize the transfer of appropriations heretofore made within the budget for the year 2016.

LEGISLATOR WALKER: So moved.

LEGISLATOR MACKENZIE: Second.

CHAIRMAN NICOLELLO: Moved by Legislator Walker, seconded by Legislator Mackenzie.

Any discussion?

(No verbal response.)

Public comment?

(No verbal response.)

All in favor signify by saying aye.

(Aye.)

Those opposed?

(No verbal response.)

Those two items carry unanimously.

Item 89-2016, an ordinance supplemental to the annual appropriation ordinance in connection with the Office of Management and

Budget.

LEGISLATOR WALKER: So moved.

LEGISLATOR MUSCARELLA: Second.

CHAIRMAN NICOLELLO: Moved by Legislator Walker, seconded by Legislator Muscarella.

Any discussion? Legislator DeRiggi-Whitton.

LEGISLATOR DeRIGGI-WHITTON: On Item 89, is there anyone here for that?

CHAIRMAN NICOLELLO: That would be OMB.

MR. PODLESAK: OMB asked me to speak on this.

LEGISLATOR DeRIGGI-WHITTON: It was just mentioned that there will be improvements made; can you just discuss what improvements they are?

MR. PODLESAK: I don't know about that. All I know is that this is one of four recurring payments for the year for this period.

LEGISLATOR DeRIGGI-WHITTON: All right. Maybe, again, for Monday, Chair, if that's okay.

CHAIRMAN NICOLELLO: For the 21st.

LEGISLATOR DeRIGGI-WHITTON: For the 21st. It just states in there that we are going to have improvements for the legal service

2 system. I just want to see what the improvements
3 are.

4 MR. PODLESAK: I will inquire.

5 LEGISLATOR DeRIGGI-WHITTON: Just so we
6 know what we're voting on.

7 Thank you.

8 CHAIRMAN NICOLELLO: Thank you, Mr.
9 Podlesak.

10 Any other discussion?

11 (No verbal response.)

12 Public comment?

13 (No verbal response.)

14 All in favor signify by saying aye.

15 (Aye.)

16 The item carries unanimously.

17 93 and 94-2016, resolutions authorizing
18 the county executive to execute a grant agreement
19 between the County of Nassau, acting on behalf of
20 the Parks, Recreation and Museums Department and
21 Hood African Methodist Episcopal Zion Church and
22 the Long Island Children's Museum.

23 LEGISLATOR WALKER: So moved.

24 LEGISLATOR MACKENZIE: Second.

25 CHAIRMAN NICOLELLO: Moved by Legislator

Walker, seconded by Legislator Mackenzie.

Any discussion on these items?

(No verbal response.)

Any public comment?

(No verbal response.)

All in favor signify by saying aye.

(Aye.)

Those opposed?

(No verbal response.)

Those two items carry unanimously.

We have a motion to suspend by Legislator
Muscarella, seconded by Legislator Walker.

All in favor of suspending the rules for
the addendum signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

The addendum is suspended.

Item 70 is an ordinance supplemental to
the annual appropriation ordinance in connection
with the Medical Examiner, Division of Forensic
Services.

(Whereupon, the following is the minutes
of the March 7, 2016, Public Safety Committee

pertaining to Clerk Item 70-16.)

The item is Item 70-16, an ordinance supplemental to the annual appropriations ordinance in connection with the medical examiner's division of forensic services.

LEGISLATOR WALKER: So moved.

LEGISLATOR MACKENZIE: Second.

CHAIRMAN DUNNE: It is moved by Legislator Walker, seconded by Legislator Mackenzie.

Now, on this item.

MS. DOOLING: Hi. Karen Dooling, Crime Lab.

This is actually the same grant I was discussing before; one gets awarded to the toxicology laboratory from the state and another for the same amount, \$21,542 gets awarded to the crime laboratory.

For the crime laboratory, this money will be used to support our laboratory information management system, which is what we use to process all casework and keep track of our QC records.

CHAIRMAN DUNNE: Okay. Any questions?

(No verbal response.)

There being none; all in favor indicate
by saying aye.

(Aye.)

Any against?

(No verbal response.)

This also passes and goes on to Finance.

(The following is the continuation of the
minutes of the March 7, 2016, Finance Committee
meeting.)

CHAIRMAN NICOLELLO: Moved by Legislator
Walker, seconded by Legislator Muscarella.

Any discussion on this item?

(No verbal response.)

Any public comment?

(No verbal response.)

All in favor signify by saying aye.

(Aye.)

It carries unanimously.

(Whereupon, the following is the
continuation of the minutes of the March 7, 2016,
Rules Committee meeting.)

CHAIRWOMAN GONSALVES: A motion, please.

90 is not one of the items on the agenda.

Motion, please? I think I have
Legislator Kopel, seconded by Legislator Dunne.

Any other questions or comments regarding
them that were not asked before?

(No verbal response.)

Any public comment?

(No verbal response.)

There being none; all those in favor of
the items just called signify by saying aye.

(Aye.)

Any abstentions?

(No verbal response.)

I believe that the items pass
unanimously.

Now we're going to go back to those items
that were not part of the consent calendar.

Item 56, which is a resolution
authorizing the county executive to execute an
inter-municipal agreement with the East Meadow
School District to procure playground for the
McVey Elementary School.

Motion, please?

LEGISLATOR DUNNE: So moved.

LEGISLATOR KOPEL: Second.

CHAIRWOMAN GONSALVES: Moved by
Legislator Dunne, seconded by Legislator Kopel.

Any questions or comments regarding this
particular item?

(No verbal response.)

Any public comment?

(No verbal response.)

There being none; all those in favor of
Item 56 signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

Any abstentions?

(No verbal response.)

The item passes seven to zero.

Moving on.

Item 64, a resolution to confirm the
county executive's reappointment of Jeffrey H.
Greenfield as a member of the County Planning
Commission pursuant to Section 1601(B) of the
Nassau County Charter.

Motion, please?

LEGISLATOR DUNNE: So moved.

LEGISLATOR NICOLELLO: Second.

CHAIRWOMAN GONSALVES: Moved by
Legislator Dunne, seconded by Legislator
Nicolello.

Any questions or comments regarding this
appointment?

(No verbal response.)

Any public comment?

(No verbal response.)

There being none; all those in favor of
Item 64 signify by saying aye.

(Aye.)

Any opposed?

(Nay.)

The item passes six to one.

Item 66, a resolution to confirm the
county executive's reappointment of Leonard H.
Shapiro as a member of the County Planning
Commission pursuant to Section 1601(B) of the
Nassau County Charter.

Motion, please?

LEGISLATOR DUNNE: So moved.

LEGISLATOR KOPEL: Second.

CHAIRWOMAN GONSALVES: Moved by
Legislator Dunne, seconded by Legislator Kopel.

Any questions or comments?

(No verbal response.)

We're on 66.

Any comments, questions regarding his appointment?

(No verbal response.)

Any public comment?

(No verbal response.)

There being none; all those in favor of Item 66 signify by saying aye.

(Aye.)

Any opposed?

(Nay.)

I have four-two-one.

We have one item that's on the addendum, which is Item 95, a local law to amend the County Government Law of Nassau County in relation to personal service contracts.

Motion, please?

LEGISLATOR KOPEL: So moved.

LEGISLATOR NICOLELLO: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Kopel, seconded by Legislator Nicolello.

And we have, I believe, the county attorney who is going to speak on this item.

COUNTY ATTORNEY FOSKEY: Good afternoon.

CHAIRWOMAN GONSALVES: Good afternoon.

COUNTY ATTORNEY FOSKEY: Carnell Foskey, Nassau County Attorney.

This local law is a county executive initiative as part of his continuing efforts to promote greater transparency and openness within county government. Thus far, these efforts have included the new local laws requiring the registering of lobbyists and public disclosure campaign contributions.

The current law, under Section 103.8, requires all personal services contracts \$25,000 or over to go before the Rules Committee for approval. The local law proposed here today will reduce the contract limit and require all personal service contracts that fall between \$1,000 and over to go before the Rules Committee.

CHAIRWOMAN GONSALVES: Any questions or comments for County Attorney Foskey? All right. Minority Leader Kevan Abrahams.

LEGISLATOR ABRAHAMS: How are you,

County Attorney Foskey?

COUNTY ATTORNEY FOSKEY: Fine, thank you.

LEGISLATOR ABRAHAMS: I don't have any general concerns about the bill. What I do have is, as you probably are aware, our caucus has submitted a bill which also includes an independent inspector general. I know the county executive wrote back our caucus stating that he felt that that position does not need to be developed because he felt that between I guess yourself - not between yourself - acts in that role. However, and no disrespect to you, Mr. Foskey, I think you've been valid in your position, valiant in your position. But that being said. I truly believe in order to add transparency as well as confidence among the people, we submitted a bill which would basically require an independent inspector general in addition to county contracts of all amounts, not only going to Rules but going to Full Legislature.

We do recognize that this is a step in the right direction. But I do want to get your

thoughts on the matter of independent inspector general, very similar to the Office of Legislative Budget Review.

COUNTY ATTORNEY FOSKEY: Well, I stand by the letter that the county executive sent to you; it speaks for itself.

LEGISLATOR ABRAHAMS: But you would agree -- in your mind, I mean, taking your position, I'm sure you feel that you can be independent. But to the average taxpayer, do you feel that your independence is conveyed to them?

COUNTY ATTORNEY FOSKEY: Yes. I think in my other role as Commissioner of Investigations, I have a separate staff that is available to me - I believe seven investigators - and I don't see it being an issue. There is no lack of independence with respect to the Department of Investigations in that role.

LEGISLATOR ABRAHAMS: But Mr. Foskey, just to be fair, you were hired at the pleasure of the County Executive, correct?

COUNTY ATTORNEY FOSKEY: You asked me did I feel I could be independent, and I answered yes.

LEGISLATOR ABRAHAMS: Yes.

COUNTY ATTORNEY FOSKEY: So any other editing that you want to do, you're more than free to have that liberty.

As I said to you before, I stand by the letter that the county executive wrote to you and the information contained in that letter. And in answer to your question, in that role of commissioner of investigation can I be independent, yes, and that's my answer and it's not going to change.

LEGISLATOR ABRAHAMS: Okay. So let's just play devil's advocate.

COUNTY ATTORNEY FOSKEY: With all due respect, I don't want to play devil's advocate.

LEGISLATOR ABRAHAMS: Let's call it something else.

COUNTY ATTORNEY FOSKEY: I just want to deal with the facts, that's all.

LEGISLATOR ABRAHAMS: Then let's talk facts. If there was something that arised in your office, in the county attorney's office, how would that be investigated?

COUNTY ATTORNEY FOSKEY: That is no

different than what we do now as county attorney. In my role as county attorney, I wear several hats - I represent you, this body; I represent the Department; and I represent the county executive. I have the ability to compartmentalize those things. In my role as commissioner of investigations, that is a separate role, a separate entity, a separate budget line, and I interact differently in that role. I interact pursuant to the mandate that's given me by the Charter, and that's my foundation. Whatever my role is in the Charter, that's the role that I act in and the powers that are given to me in the Charter.

LEGISLATOR ABRAHAM: But Mr. Foskey, wouldn't you agree that -- and I'm not accusing your office anyone in there of anything, but couldn't you at some time - in a future county attorney's office, if you were not there, the commissioner of counsel or the person doing the investigating could be investigating themselves if the accused crimes heighten to that level.

COUNTY ATTORNEY FOSKEY: With all due respect, my crystal ball is not working too well

today about future county attorneys.

I can't comment on what a future county attorney can do. I can only comment on what I would do as a county attorney and as an officer of the court, which I take very seriously.

LEGISLATOR ABRAHAMS: Okay. So if a situation arose in your office and it had speculation of the magnitude that it included yourself, an accusation, how would you investigate that?

COUNTY ATTORNEY FOSKEY: If someone was commissioner of investigation, how would they investigate themselves?

LEGISLATOR ABRAHAMS: You can't.

COUNTY ATTORNEY FOSKEY: But that has not occurred thus far. So it has not occurred. When it occurs we will deal with it in a manner that's ethical and a manner that's consistent with the Charter and consistent with the powers of the investigator.

LEGISLATOR ABRAHAMS: How would we not know? Wouldn't you appoint someone to that role? How do we not know -- again, I'm not accusing you of anything. But how will we not know is the

question. There is no independent authority that can say this is happening or it's not happening.

COUNTY ATTORNEY FOSKEY: I stand by my answer that I fully intend to fully execute the duties that the Charter gives the commissioner of investigations. I rely on the county executive's letter. And, most respectfully, I have no additional comments. I think I have answered this three or four times.

LEGISLATOR ABRAHAMS: Are you aware, Mr. Foskey, of the district attorney's position and proposal in regards to an independent inspector general?

COUNTY ATTORNEY FOSKEY: I only know what I read in *Newsday* and the reports that I've seen early on regarding other things. She's entitled to her opinion. She is a separate elected official, just as the county executive is a separate elected official. I am not here to comment, criticize, to support or not support her opinion. That's something you would have to talk to her directly about.

LEGISLATOR ABRAHAMS: No. What I'm talking to you about is do you agree with it or

do you not agree with it?

COUNTY ATTORNEY FOSKEY: I stand by my answer previously.

LEGISLATOR ABRAHAMS: Thank you, County Attorney Foskey.

Again, I would just --

COUNTY ATTORNEY FOSKEY: County Attorney, not county executive.

LEGISLATOR ABRAHAMS: I promoted you. Sorry, Mr. County Attorney.

I do want to say for the record again that we truly believe that an independent inspector general is exactly what this county needs and we stand by our legislation, which would basically authorize and generate that. Right now, I don't think anyone in this county can dispute that there is not an independent authority, very similar to the Legislative Office of Budget Review, which is headed up by Mr. Chalmers, who runs off a contract. No disrespect to Mr. Foskey, but we need to be able to add a level of transparency to this process; the way you do that is by hiring someone that has the ability to act independent and not be worrying

about losing their job or being fired because of an investigation that they choose to do. And that, right now, we do not have and I don't think anybody can debate that.

CHAIRWOMAN GONSALVES: I'm going to ask a question, County Attorney Foskey. How does the commissioner of investigation here in Nassau County compare with the New York State inspector general as appointed by the governor and the City of New York inspector general appointed by the mayor? How does it compare?

COUNTY ATTORNEY FOSKEY: If you read the responsibility and duties they are very similar to what's contained in the Charter with respect to the ability to oversee things, the subpoena power, and ability to look into and investigate certain actions that occur within the county. So they are extremely similar.

CHAIRWOMAN GONSALVES: Okay. Thank you, County Attorney Foskey.

Legislator Nicolello.

LEGISLATOR NICOLELLO: I wanted to raise one issue or respond to one issue. This perceived conflict in the event that the county

attorney is the person under investigation.

It's not uncommon for someone in an investigative role if they become the subject of that investigation, very simply appoint someone else to do it. For example, if you had a Title 9 officer who is accused of sexual harassment, you wouldn't have the Title 9 officer investigate but you would have somebody else outside of it. If the county attorney was ever the subject of investigation, you would simply appoint an outside investigator to investigate the county attorney. It's no reason to take the power away from the county attorney in all cases.

COUNTY ATTORNEY FOSKEY: Correct.

LEGISLATOR NICOLELLO: Thank you.

LEGISLATOR ABRAHAMS: Again --

CHAIRWOMAN GONSALVES: Minority Leader Kevan Abrahams.

LEGISLATOR ABRAHAMS: Thank you, Madam Presiding Officer.

Again, we stand by our position again because we obviously believe that these offices cannot legally investigate each other or be required to do so.

That being said. I just want to also note for the record that the idea of inspector general was not just some idea that was created by the minority in the legislative caucus on the democratic side; it was actually a suggestion and a recommendation put together by the panel, by the very same county executive that the county attorney stands before and represents. That panel came up with the idea and thought that an inspector general, independent inspector general is necessary in addition to a procurement director. From that standpoint, we have not taken any action since that report came out, I believe in November or October. Since that report came out in October, we have not take any action on any of those items in regards to making sure that we have an independent inspector general. If the panel that the county executive puts together believes that it is necessary to do, I could not understand why this legislative body would not take the same consideration.

Thank you, Mr. Foskey.

CHAIRWOMAN GONSALVES: Any other comments? Legislator Solages.

2 LEGISLATOR SOLAGES: Thank you. Good
3 afternoon, Mr. Foskey.

4 COUNTY ATTORNEY FOSKEY: Good afternoon,
5 Legislator.

6 LEGISLATOR SOLAGES: It's been more than
7 300 days since the Abtec scandal in which my
8 caucus has been demanding for greater
9 accountability and transparency in our local
10 government.

11 How does this particular provision
12 prevent an Abtec situation?

13 COUNTY ATTORNEY FOSKEY: I think this
14 came up once before. The Abtec situation is much
15 different. And we're talking about apples and
16 oranges here, they're not the same in any way,
17 shape, or form.

18 LEGISLATOR SOLAGES: They are contracts
19 with the government.

20 COUNTY ATTORNEY FOSKEY: But it didn't
21 deal with the limit of the contract.

22 LEGISLATOR SOLAGES: Whether the
23 contract is 250,000, two million \$25, or \$1,000,
24 or \$25,000 --

25 COUNTY ATTORNEY FOSKEY: It's different

in several ways. We have more things in place now. We have disclosure forms, the business forms. There are a series of forms now that we have in place that in conjunction with this new county executive initiative would have more than likely made that disclosure of the contacts with the county. As you know, in April there is another form, the Campaign Finance Reform Law, that is going into place. So, actually there have been a number of reforms within our contract process that would address that issue. So in conjunction, this is just another step in the direction of transparency.

LEGISLATOR SOLAGES: But the Abtec situation happened on your watch. My question is who --

COUNTY ATTORNEY FOSKEY: Let's stop.

LEGISLATOR SOLAGES: your office is enforcing and checking --

COUNTY ATTORNEY FOSKEY: You're not listening to the answers. If you look at the forms that are attached to the contracts, even some of the contracts which came before you today, that would have disclosed the Abtec

situation. So that question now is moot, for all intents and purposes. In today's forms that we use and contract procurement procedures that we followed, the Abtec situation would have been disclosed to you.

LEGISLATOR SOLAGES: I don't think a bunch of forms could have prevented the Abtec situation. I think greater enforcement and greater transparency by an independent body that has the power to subpoena a separate body or government is able to prevent that situation.

COUNTY ATTORNEY FOSKEY: I would urge you to read the forms. And if you read the forms carefully, you would see that in the Abtec situation disclosure would have been mandated by the forms.

LEGISLATOR SOLAGES: But we saw today that we had forms that were not fully executed.

COUNTY ATTORNEY FOSKEY: I don't want to argue with you. Some of those contracts by this body -- I'm the one who sent the memo out telling the vendors, telling the department heads to put them in. So I know and I'm familiar with it. As long as -- in the true spirit of transparency,

2 once again I repeat, if you read the forms and
3 disclosure in which those forms acquire, the
4 Abtec situation, people would have known who
5 contacted who, who lobbied who, as simple as
6 that.

7 LEGISLATOR SOLAGES: But it's not
8 applicable on a form sufficient for us to see
9 there's enough evidence there to see if this
10 contract --

11 COUNTY ATTORNEY FOSKEY: That's up to
12 you. You read the questions, you read the
13 answers, and you make a determination. That's
14 why there are three branches of government.

15 LEGISLATOR SOLAGES: Thank you.

16 CHAIRWOMAN GONSALVES: Minority Leader
17 Kevan Abrahams.

18 LEGISLATOR ABRAHAMS: If I may, again,
19 Mr. County Attorney. You are right in saying
20 that the forms did provide some information; I do
21 agree with you. But what if they lie?

22 COUNTY ATTORNEY FOSKEY: There are
23 certain criminal penalties if you lie.

24 LEGISLATOR ABRAHAMS: If I may finish.
25 I wasn't done, actually. I didn't get my whole

question out.

If they lie and then basically we find out that there has been some false information, we need to be able to investigate.

COUNTY ATTORNEY FOSKEY: That would be a matter for the district attorney. That would become a matter for the district attorney.

LEGISLATOR ABRAHAMS: Why wouldn't it be a matter of an independent inspector?

COUNTY ATTORNEY FOSKEY: Because they lied on a public document. We're kind of getting into the weeds here, to be honest with you.

If they lied on a public document, submitting a false statement --

LEGISLATOR ABRAHAMS: Are you cheerleading for him, Madam Presiding Officer?

COUNTY ATTORNEY FOSKEY: submitting false information --

LEGISLATOR ABRAHAMS: Because you're clamoring quite a bit.

COUNTY ATTORNEY FOSKEY: on a public document has criminal consequences. It has criminal consequences by doing that.

LEGISLATOR ABRAHAMS: But it has

criminal consequences in regards to the form.

COUNTY ATTORNEY FOSKEY: No. In regard to their action.

LEGISLATOR ABRAHAMS: I'm just confused. So we don't want to police ourselves, we want to be able to pass this on to the district attorney whenever something like this happens.

COUNTY ATTORNEY FOSKEY: That's not what I'm saying. Your question to me was if someone puts false information down on a public document or form, and I explained to you that that could be a criminal matter that would be referred to the district attorney's office. I'm not asking you to let the district attorney -- no more than if you had an employment application and you put something false on that employment application, allegedly, and down the road the district attorney finds that out, it's the same thing. It's a public document. You're putting information down.

LEGISLATOR ABRAHAMS: This is where I disagree with you. The correction is if I put something down on an actual employment

application that's false, there are investigators - if I choose to work at Home Depot or some place else - that are fact checking what I did. Right now we have no fact checking. We have to rely on a form, which is similar to an application, to be accurate.

COUNTY ATTORNEY FOSKEY: If you feel that someone has lied or misled you and you see it in the form, you can do your own investigation. Civil Service does not have --

Once again, we're --

LEGISLATOR ABRAHAMS: If I had subpoena power, I would. But I don't have subpoena power.

COUNTY ATTORNEY FOSKEY: I go back to my original statement. If you put a false statement on a public form there could be very well and more than likely be criminal consequences for doing that.

LEGISLATOR ABRAHAMS: And who is investigating to make sure whether or not the form is accurate? So basically they put something down and we're assuming what they put down is rightful and truthful.

COUNTY ATTORNEY FOSKEY: If you are

concerned that someone put something down, just like today with the Lisa Murphy contract, I believe someone brought an issue up with that one. So obviously somebody on your staff did an investigation and found out information about that company; is that correct?

LEGISLATOR ABRAHAMS: Yes, someone did.

COUNTY ATTORNEY FOSKEY: Okay.

LEGISLATOR ABRAHAMS: So basically we have to do it upon ourselves not an independent authority with the responsibilities --

COUNTY ATTORNEY FOSKEY: There would be no guarantee that another authority would do it.

As I said to you before, the level of transparency has increased tenfold. The amount of disclosure that has to be done with respect to these contracts are greater than it's ever seen with the history of the county, including by bringing these additional contracts to you of \$1,000 and \$25,000.

Once again, I might also add that prior to passing this law, this administration has started including those contracts that prior to being executed, we started disclosing those

2 contracts to this body.

3 LEGISLATOR ABRAHAMS: Mr. Foskey, just
4 another question.

5 COUNTY ATTORNEY FOSKEY: Madam Presiding
6 Officer, I have answered all the questions.
7 There are not any new questions.

8 LEGISLATOR ABRAHAMS: What does that
9 mean?

10 COUNTY ATTORNEY FOSKEY: I have nothing
11 to add.

12 LEGISLATOR ABRAHAMS: We're having a
13 debate. If you want to leave, you're free to
14 leave.

15 Madam Presiding Officer -

16 CHAIRWOMAN GONSALVES: If you have
17 another question, ask him.

18 LEGISLATOR ABRAHAMS: I do have another
19 question.

20 CHAIRWOMAN GONSALVES: Don't debate.
21 It's not a debate.

22 LEGISLATOR ABRAHAMS: I know you're
23 sticking up for him.

24 CHAIRWOMAN GONSALVES: Never mind. I'm
25 not sticking up for anything. Follow procedure.

LEGISLATOR ABRAHAMS: But you are.

CHAIRWOMAN GONSALVES: You have a question, ask him.

LEGISLATOR ABRAHAMS: Madam Presiding Officer, first of all, I have a problem with your tone. You're not going to talk to me like I'm one of your children. That's number one.

CHAIRWOMAN GONSALVES: I'm sorry.

LEGISLATOR ABRAHAMS: Number two. I am following procedures. And when I was in line of my next question, Mr. Foskey took it upon himself to say if there are no other questions, I'm deciding to leave, without even finding out if I had another question.

CHAIRWOMAN GONSALVES: Okay. Now I'm saying to you --

LEGISLATOR ABRAHAMS: First of all, Madam Presiding Officer -- first of all, Madam Presiding Officer, he doesn't need a cheerleader or a mother; I'm sure he has one.

CHAIRWOMAN GONSALVES: Excuse me. Listen to me.

LEGISLATOR ABRAHAMS: Thank you. Thank you. I have the floor.

2 CHAIRWOMAN GONSALVES: If you have a
3 question that's different than what you've
4 already asked, ask it.

5 LEGISLATOR ABRAHAMS: What matter is it
6 to you if it's something different or if Mr.
7 Foskey is choosing to leave?

8 CHAIRWOMAN GONSALVES: Because I am the
9 presiding officer.

10 LEGISLATOR ABRAHAMS: Okay. Then run
11 the legislature the way it should be run -

12 CHAIRWOMAN GONSALVES: I'm asking you to
13 ask him --

14 LEGISLATOR ABRAHAMS: and not be a
15 cheerleader for the county attorney.

16 CHAIRWOMAN GONSALVES: You have gotten a
17 lot of leeway. If you have another question, ask
18 it.

19 LEGISLATOR ABRAHAMS: Mr. Foskey, if
20 you could come up to the podium.

21 LEGISLATOR NICOLELLO: I'm just curious
22 about this cheerleader comment. Does the fact
23 that she's a woman have anything to do with that?
24 What are we doing here?

25 LEGISLATOR ABRAHAMS: No. No. It's

because she's defending the county attorney.

LEGISLATOR NICOLELLO: You wouldn't say the same about me, would you?

LEGISLATOR ABRAHAMS: Okay. Nice try, Rich. Good try.

LEGISLATOR NICOLELLO: Look.

LEGISLATOR ABRAHAMS: If you had an independent ounce of cell in your body, you would be with us, but you're not.

LEGISLATOR NICOLELLO: I have to agree with you to be independent, right.

LEGISLATOR ABRAHAMS: Yeah.

LEGISLATOR NICOLELLO: It doesn't work that way.

LEGISLATOR ABRAHAMS: You're far from it, though. I could tell you that.

LEGISLATOR NICOLELLO: I'm talking down to him? She's not talking down to him.

CHAIRWOMAN GONSALVES: I am not talking down to him.

LEGISLATOR NICOLELLO: She talks to all of us the same way.

CHAIRWOMAN GONSALVES: If he has any other questions, he can ask them.

LEGISLATOR ABRAHAMS: Mr. Foskey, if you may, please come back up to the podium.

Please, you're going to go there with that nonsense. Give me a break.

COUNTY ATTORNEY FOSKEY: Yes.

LEGISLATOR ABRAHAMS: Mr. Foskey, can you specify for the record of any internal audits that you have done of the contract process?

COUNTY ATTORNEY FOSKEY: I can provide that to you at a later date. I did not come here today prepared to talk about my role of commissioner of investigations. I don't want to guess or speculate.

LEGISLATOR ABRAHAMS: I'm not going to ask you to speculate on a number. What I'm asking you is have you done any; it's yes or no.

COUNTY ATTORNEY FOSKEY: I'm sure that I have. I would just like to have an opportunity to go back and check my records and files to see if I've done them and to what extent.

LEGISLATOR ABRAHAMS: Thank you.

CHAIRWOMAN GONSALVES: Legislator Nicolello.

LEGISLATOR NICOLELLO: The issue was

2 brought up - I don't have a question for you
3 right now, Judge - about fact checking. I'm not
4 sure what their proposal is with respect to this
5 inspector general office. My understanding was,
6 my thought process would be do we really need
7 another step in the process to fact check; isn't
8 that what the administration does?

9 LEGISLATOR ABRAHAMS: Mr. Nicoletto, do
10 you just put your head into the sand?

11 LEGISLATOR NICOLELLO: Are you going to
12 let me --

13 LEGISLATOR ABRAHAMS: Do you realize
14 what this county is enduring?

15 LEGISLATOR NICOLELLO: Are you going to
16 let me finish?

17 CHAIRWOMAN GONSALVES: You are now
18 interfering with him.

19 LEGISLATOR ABRAHAMS: Sorry.

20 LEGISLATOR NICOLELLO: The inspector
21 general to investigate, yes.

22 LEGISLATOR ABRAHAMS: Madam Presiding
23 Officer -

24 LEGISLATOR NICOLELLO: Would you let me
25 finish?

LEGISLATOR ABRAHAMS: Please. Mr. Nicolello, are you really serious about what you're saying?

LEGISLATOR NICOLELLO: Are you serious about letting me finish?

LEGISLATOR ABRAHAMS: Is there an individual in this county that is being investigated, yes or no?

CHAIRWOMAN GONSALVES: You are doing exactly what you accused me of doing.

LEGISLATOR NICOLELLO: That has nothing to do with the issue of fact checking.

LEGISLATOR ABRAHAMS: Oh, my god. Yeah, okay.

LEGISLATOR NICOLELLO: You brought up the subject of fact checking, as if when you submit an employment application somebody checks the facts. Of course the administration does that type of thing when they get contracts.

Now, the process right now is after a contract is executed it goes through a number of approvals. At first it goes to the initiating party, then the Office of Management and Budget, then to the county attorney, then to the Office

of the County Attorney again, then the county comptroller, then the county legislature, then the county attorney for a third time, then the Office of Management and Budget for a second time, then the county comptroller for a second time, and finally the county executive's office. So putting another inspector general in to check facts, to check things like employment applications or things of that nature makes no sense whatsoever. I just think it clutters up the process.

LEGISLATOR ABRAHAMS: Corruption.

LEGISLATOR NICOLELLO: What?

LEGISLATOR ABRAHAMS: You're part of the corruption, that's why.

LEGISLATOR NICOLELLO: That's uncalled for and it's beneath the dignity of this body to make a statement like that.

CHAIRWOMAN GONSALVES: I am going to call the question. I'm sorry. I'm sorry. I am going to cut discussion, debate, or arguments now.

I'm going to call the item, which is Item 95. I'm sorry. You can vote for it or you can

2 say no.

3 LEGISLATOR SOLAGES: Presiding Officer -

4 CHAIRWOMAN GONSALVES: I am not even

5 going to go there.

6 LEGISLATOR ABRAHAMS: Let's go there.

7 CHAIRWOMAN GONSALVES: Listen. There's

8 plenty.

9 LEGISLATOR ABRAHAMS: And we're not
10 doing anything about it.

11 CHAIRWOMAN GONSALVES: Yeah, okay. I am
12 calling the question.

13 LEGISLATOR SOLAGES: I have an
14 additional question. Please, Presiding Officer.

15 CHAIRWOMAN GONSALVES: The item is Item
16 95, a local law to amend the County Government
17 Law of Nassau County in relation to personal
18 service contracts.

19 All those in favor signify by saying aye.

20 (Aye.)

21 Any opposed?

22 (No verbal response.)

23 Any abstentions?

24 (No verbal response.)

25 I didn't hear any nays.

It's seven to nothing.

Okay. Thank you very much.

All the items on the Rules agenda and
Rules addendum have been addressed.

Motion to adjourn, please?

LEGISLATOR DUNNE: So moved.

LEGISLATOR KOPEL: Second.

CHAIRWOMAN GONSALVES: Moved by
Legislator Dunne, seconded by Legislator Kopel.

All those in favor signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

The motion to adjourn is unanimous.

Thank you very much.

(Whereupon, the Rules Committee adjourned
at 4:30 p.m.)

C E R T I F I C A T E

I, FRANK GRAY, a Shorthand Reporter and
Notary Public in and for the State of New York,
do hereby state:

THAT I attended at the time and place above
mentioned and took stenographic record of the
proceedings in the above-entitled matter;

THAT the foregoing transcript is a true and
accurate transcript of the same and the whole
thereof, according to the best of my ability and
belief.

IN WITNESS WHEREOF, I have hereunto set my
hand this 21st day of March, 2016.

FRANK GRAY

NASSAU COUNTY LEGISLATURE

NORMA GONSALVES,
PRESIDING OFFICER

FULL LEGISLATURE
FEBRUARY 22, 2016 RECONVENED MEETING

NORMA GONSALVES,
CHAIRWOMAN

1550 Franklin Avenue
Mineola, New York

March 7, 2016
4:43 p.m.

REGAL REPORTING SERVICES
516-747-7353

A P P E A R A N C E S:

NORMA GONSALVES
Chair

KEVAN ABRAHAMS
Minority Leader

SIELA A. BYNOE

CARRIÉ SOLAGES

DENISE FORD

LAURA CURRAN

C. WILLIAM GAYLOR

HOWARD J. KOPEL

VINCENT T. MUSCARELLA

RICHARD J. NICOLELLO

ELLEN BIRNBAUM

DELIA DeRIGGI-WHITTON

JAMES KENNEDY

LAURA SCHAEFER

DENNIS DUNNE, SR.

JUDY JACOBS

ROSE MARIE WALKER

DONALD MACKENZIE

STEVEN RHOADS

FRANK MORONEY
Clerk pro Tempore

LIST OF SPEAKERS

ERIC NAUGHTON. 18

MR. MORONEY: We are reconvening the

meeting of February 22, 2016, which went into recess at 2:39 p.m.

CHAIRWOMAN GONSALVES: Yes.

MR. MORONEY: Do you want me to call the first hearing?

CHAIRWOMAN GONSALVES: Yes.

MR. MORONEY: This is a hearing on Resolution 26-2016, which is a resolution to adopt the four year capital plan for the County of Nassau to commencing January 1, 2015, pursuant to the provisions of Section 310 of the County Government Law of Nassau County.

CHAIRWOMAN GONSALVES: I believe you can call the second hearing as well since they are related.

MR. MORONEY: Okay. The second hearing is pursuant to Resolution Number 26-2016, which is a resolution to adopt the four-year capital plan for the County of Nassau to commencing January 1, 2015, pursuant to the provisions of Section 310 of the County Government Law of Nassau County.

CHAIRWOMAN GONSALVES: At that time I believe we opened and we closed the hearing.

MR. MORONEY: Yes. Legislator Dunne opened both hearings and seconded by Legislator Walker.

CHAIRWOMAN GONSALVES: These were already recessed so the hearings were opened and voted upon.

MR. MORONEY: Correct.

CHAIRWOMAN GONSALVES: Any information or questions or concerns regarding the first one, which is the four-year capital plan for the County of Nassau, beginning on January 2015.

Anyone here who wants to address that particular item? The four-year capital plan for January 2015 and on. There is no one to comment?

(No verbal response.)

We're going to move on.

Since there is no one here to address the hearing, I am going to call for a motion to close that.

Motion to close the first hearing?

LEGISLATOR RHOADS: So moved.

CHAIRWOMAN GONSALVES: Moved by Legislator Rhoads, and seconded by Legislator Gaylor.

All those in favor of closing the first hearing signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

The first hearing is closed.

On to the second one, which is the four-year capital plan to commence on January 2016.

Anyone -- these are all reconvened.

Going back to the second hearing, anyone here who wants to address the second hearing?

(No verbal response.)

Any public that wishes to do so?

(No verbal response.)

There is no one who wishes to comment on the second hearing; therefore, I'll take a motion to close that hearing.

LEGISLATOR SCHAEFER: So moved.

LEGISLATOR WALKER: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Schaefer, seconded by Legislator Walker.

All those in favor of closing the second hearing signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

The second hearing is now closed.

We move on to the items that were related to those hearings.

The first one is Item 3 on the calendar, which is Resolution 26, which reads - Frank.

MR. MORONEY: A resolution to adopt the four-year capital plan for the County of Nassau to commencing January 1, 2015, pursuant to the provisions of Section 310 of the County Government Law of Nassau County.

LEGISLATOR WALKER: So moved.

LEGISLATOR MACKENZIE: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Walker, seconded by Legislator Mackenzie.

Any comments or concerns regarding that resolution?

(No verbal response.)

Before I submit an amendment in the nature of a substitution, there is a change made to the staff summary to include a project.

Motion to accept the amendment in the nature of a substitution, please.

LEGISLATOR DUNNE: So moved.

LEGISLATOR FORD: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Dunne, seconded by Legislator Ford.

Any questions or comments regarding that amendment in the nature of a substitution?

(No verbal response.)

Any public comment?

(No verbal response.)

All those in favor of the amendment in the nature of a substitution signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

The amendment passes.

Now the resolution as amended.

Any questions or comments regarding that resolution, which is Item 3 or Resolution 26?

(No verbal response.)

Okay. Any public comment?

(No verbal response.)

All those in favor of Item 3 signify by saying aye, as amended, signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

Is that unanimous? Okay. All right.

Item 4, which is Ordinance 12, Mr.

Moroney.

MR. MORONEY: Yes. Is an ordinance to adopt the capital budget for the County of Nassau for the first year of the four-year capital plan to commence January 1, 2015, pursuant to the provisions of Section 310 of the County Government Law of Nassau County.

LEGISLATOR WALKER: So moved.

LEGISLATOR DUNNE: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Walker, seconded by Legislator Dunne.

Guess what? I have an amendment in the nature of a substitution for this item as well, and that is to include a staff summary to the project.

Any questions regarding that amendment?

(No verbal response.)

A motion to accept the amendment in the nature of a substitution?

I'm looking at Kennedy, Legislator Kennedy.

Moved by Legislator Kennedy, seconded by Legislator Gaylor.

All those in favor of the amendment in the nature of a substitution signify by saying aye.

(Aye.)

Any opposed?

(Nay.)

Now for the item as amended. It's still, I'm sorry, but as we move on, Item 4, Ordinance 12, the ordinance to adopt the capital budget for the County of Nassau for the first year, as amended, for the four-year plan - any questions or comments regarding that?

(No verbal response.)

Any public comment?

(No verbal response.)

There being none; all those in favor of Item 4 as amended signify by saying aye.

(Aye.)

Any opposed?

(Nay.)

We have 12 to 7.

Item 5, which is Resolution 27, Frank.

MR. MORONEY: A resolution to adopt the capital plan for the County of Nassau to commencing January 1, 2016, pursuant to the provisions of Section 310 of the County Government Law of Nassau County.

CHAIRWOMAN GONSALVES: Moved by Legislator Nicolello, seconded by Legislator Kopel.

We have an amendment in the nature of a substitution, which is again to include a staff summary.

Motion to accept the amendment in the nature of a substitution.

LEGISLATOR SCHAEFER: So moved.

LEGISLATOR WALKER: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Schaefer, seconded by Legislator Walker.

Any comments, questions regarding the amendment in the nature of a substitution?

(No verbal response.)

Any public comment?

(No verbal response.)

There being none; all those in favor of the amendment in the nature of a substitution signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

The item as amended now. Any questions or comments regarding the item as amended?

(No verbal response.)

Any public comment?

(No verbal response.)

There being none; all those in favor of Item 5, Resolution 27 as amended signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

The item passes unanimously.

Item 6, which is Ordinance 13, here we go. Frank, would you read it please?

MR. MORONEY: Yes. It's an ordinance to

2 adopt capital budget for first year of the four-
3 year capital plan to commence January 1, 2016,
4 pursuant to the provisions of Section 310 of the
5 County Law of Nassau County.

6 CHAIRWOMAN GONSALVES: Motion, please?

7 LEGISLATOR DUNNE: So moved.

8 LEGISLATOR KENNEDY: Second.

9 CHAIRWOMAN GONSALVES: Moved by
10 Legislator Dunne, seconded by Legislator Kennedy.

11 Any questions or comments regarding Item
12 6 as amended?

13 (No verbal response.)

14 I believe I asked for - I think it was -
15 Kennedy, you seconded the motion. Who was the
16 one who made the motion for an amendment in the
17 nature of a substitution, again, which was to
18 include a staff summary in the project. It was
19 Dunne who made the motion, seconded by Kennedy.

20 Any questions, comments regarding the
21 amendment in the nature of a substitution?

22 (No verbal response.)

23 There being none; all those in favor of
24 the amendment in the nature of a substitution
25 signify by saying aye.

(Aye.)

Any opposed?

(Nay.)

We have 12-7.

As for the ordinance as amended.

At this point, it's to vote on Item 6,
Ordinance 13, as amended. All those in favor of
Item 6 as amended signify by saying aye.

(Aye.)

Any opposed?

(Nay.)

That was seven nays and 12 ayes. 12-7.

Mr. Moroney, there is an emergency item,
and I believe you have it there. Would you
please call the emergency?

MR. MORONEY: Yes. It's an ordinance
supplemental to the annual appropriation
ordinance in connection with the Department of
Public Works.

An emergency declaring an emergency
resolution for immediate action upon the
ordinance supplemental to the annual
appropriation ordinance in connection with Public
Works is before the Legislature.

CHAIRWOMAN GONSALVES: I need a motion to establish the emergency.

LEGISLATOR RHOADS: So moved.

LEGISLATOR SCHAEFER: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Rhoads, seconded by Legislator Schaefer.

All those in favor of establishing the emergency signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

The emergency is now established.

The emergency was established for Item 98. Any questions or comments regarding that item?

Again, Frank.

MR. MORONEY: An ordinance supplemental to the annual appropriation ordinance in connection with the Department of Public Works. Item 98-2016.

CHAIRWOMAN GONSALVES: Legislator Kopel moves the item, and Legislator Nicoletto seconds the item.

Any questions or concerns regarding that item?

(No verbal response.)

Any public comment?

(No verbal response.)

Item 98, the emergency item that was established. I believe once the emergency was established, we now called the item, which was moved by Legislator Kopel, seconded by Legislator Nicolello.

Any questions or comments regarding the item?

(No verbal response.)

Any concerns regarding the item?

(No verbal response.)

Any public comment?

(No verbal response.)

There being none; all those in favor of Item 98 signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

Item 9, let's go, which is Ordinance 1.

Mr. Moroney.

MR. MORONEY: Ordinance Number 1-2016, is a bond ordinance making certain determinations pursuant to the State Environmental Quality Review Act providing for a capital expenditure to finance the payments of certain judgments, compromised or settled claims resulting from court orders on proceedings brought pursuant to Article 7 of the Real Property Tax Law; and determinations of the Nassau County Assessment Review Commission, pursuant to Section 523-B of the Article 5 of the Real Property Tax Law in the County of Nassau, and authorizing bonds of the County of Nassau to finance said expenditure in an amount not to exceed \$61,200,000, pursuant to Local Finance Law of New York and the County Government Law of Nassau County.

CHAIRWOMAN GONSALVES: Motion, please?

LEGISLATOR WALKER: So moved.

CHAIRWOMAN GONSALVES: Moved by Legislator Rose Walker, and I'm going to go to the other side of the aisle and, seconded by Laura Curran.

Any questions, comments, or whatever?

LEGISLATOR ABRAHAMS: I have a comment,

if I may.

CHAIRWOMAN GONSALVES: Yes. As long as you don't call me a cheerleader.

LEGISLATOR ABRAHAMS: Mr. Naughton, if you please, to the podium.

DEPUTY COUNTY EXECUTIVE NAUGHTON: Good afternoon.

LEGISLATOR ABRAHAMS: How are you, Mr. Naughton?

DEPUTY COUNTY EXECUTIVE NAUGHTON: I'm fine. And yourself?

LEGISLATOR ABRAHAMS: Before I get into my line of questioning, I just want to specify for the record that obviously we had contacted your office in regards to trying to ensure that the residential properties, Classes 1 and 2, were to be paid first, and the way we tried to ensure that was having that being added to a bond ordinance. It's my understanding that the majority did not agree with that or thought that technically was, from their perspective, it violated the law.

We received a letter from the county executive. We don't agree with that testimony,

especially when bond counsel for the administration actually drafted legislation that had no problem with that. But that being said.

The county executive drafted a letter today, which I will read into the record. It specifies that Classes 1 and 2 will be paid first. It's October 2014. We all agree upon the announced bipartisan agreements to improve the quality of life throughout the Nassau County communities, and pay down two decades of tax certiorari debt by bonding, as follows: 125 million in 2014; 60 million in 2015; 60 million in 2016; and 60 million in 2017. The passage of Ordinance 1-2016 continues with our agreement.

In a continuing effort to provide relief to our residents, the administration is committed to directing the treasurer, as follows:

Judgments, compromised or settled claims will be paid in the following order: First judgments compromised or settled claims arising with respect to properties designated as Class 1 or 2, in Article 18 of the Real Property Tax Law, residential claims commencing the payment of residential claims in an aggregate amount of no

less than \$10,500,000, and a second - after the payment of current outstanding residential claims, then judgments compromised or settled claims arising with respect to properties not designated as Class 1 or 2 in Article 18 of the Real Property Tax Law.

Again, thank you all in continuing the county forward. Sincerely, Ed Mangano.

I just wanted to ask you on the record that how much of the residential Class 1 and 2 has been paid. And will you proceed to pay those use operating cash and how would you plan to proceed once this bonding is passed today?

DEPUTY COUNTY EXECUTIVE NAUGHTON: Can you define what you mean by how much has been paid? Are you referring to this year?

LEGISLATOR ABRAHAMS: I'M referring to how much has been paid from this year.

DEPUTY COUNTY EXECUTIVE NAUGHTON: This year we paid for Class 1, Class 2, approximately 3.1, \$3.2 million out of our operating funds.

LEGISLATOR ABRAHAMS: And the 10.5 million, how will you proceed to pay that?

DEPUTY COUNTY EXECUTIVE NAUGHTON: That

will come out of the bond proceeds.

LEGISLATOR ABRAHAMS: Will you begin to start paying cash out of that first?

DEPUTY COUNTY EXECUTIVE NAUGHTON: We've already used the cash that we had in the operating budget. We will be asking NIFA for approval at their next scheduled meeting, which is later this month, and once we have that approval then we will start making the payments.

LEGISLATOR ABRAHAMS: From the bond proceeds?

DEPUTY COUNTY EXECUTIVE NAUGHTON: Correct. I think, for clarification, we will not wait until we have to bond for the money in June.

LEGISLATOR ABRAHAMS: That's what we were driving at. That's what I was just hearing from my finance director. Okay.

Thank you, Mr. Naughton.

CHAIRWOMAN GONSALVES: Any other comments or questions?

(No verbal response.)

Any public comment?

LEGISLATOR ABRAHAMS: Mr. Naughton, I'm sorry. Just one more question, per counsel.

I just wanted to make sure, as I specified in the county executive's letter, you'll be making the payments in all the classifications as per the county executive's letter.

DEPUTY COUNTY EXECUTIVE NAUGHTON: Yes, we will.

LEGISLATOR ABRAHAMS: Okay. Thank you.

CHAIRWOMAN GONSALVES: Okay. If there are no other comments or questions; all those in favor of Item 9 signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

It passes unanimously.

Thank you very much.

We have one more item and after that item we will adjourn.

Mr. Moroney, call the procedural resolution, please.

MR. MORONEY: Yes. Madam Presiding Officer, procedural resolution number 12-2016 is a resolution to appoint Michael C. Pulitzer as Clerk of the Nassau County Legislature, pursuant

to the County Law of Nassau County.

CHAIRWOMAN GONSALVES: Motion, please?

LEGISLATOR NICOLELLO: So moved.

LEGISLATOR WALKER: Second.

CHAIRWOMAN GONSALVES: Moved by
Legislator Nicolello, seconded by Legislator
Walker.

Any questions or comments?

(No verbal response.)

At this point it would be in order to
take the vote.

All those in favor of appointing Michael
Pulitzer of the Clerk of the Legislature signify
by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

Okay. Mr. Pulitzer, you are appointed
unanimously. The very best to you.

I believe it would be in order to adjourn
the meeting.

LEGISLATOR DUNNE: So moved.

LEGISLATOR WALKER: Second.

CHAIRWOMAN GONSALVES: Moved by

1 Full Legislature - 2-22-16 Reconvened 24
2 Legislator Dunne, seconded by Legislator Walker.
3 All those in favor of adjourning the
4 meeting signify by saying aye.
5 (Aye.)
6 Any opposed?
7 (No verbal response.)
8 The meeting is now adjourned.
9 (Whereupon, the Full Legislature
10 adjourned at 5:08 p.m.)
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C E R T I F I C A T E

I, FRANK GRAY, a Shorthand Reporter and
Notary Public in and for the State of New York,
do hereby state:

THAT I attended at the time and place above
mentioned and took stenographic record of the
proceedings in the above-entitled matter;

THAT the foregoing transcript is a true and
accurate transcript of the same and the whole
thereof, according to the best of my ability and
belief.

IN WITNESS WHEREOF, I have hereunto set my
hand this 21st day of March, 2016.

FRANK GRAY

NASSAU COUNTY LEGISLATURE

NORMA GONSALVES,
PRESIDING OFFICER

PUBLIC SAFETY COMMITTEE

DENNIS DUNNE,
CHAIRMAN

1550 Franklin Avenue
Mineola, New York

March 7, 2016
2:44 p.m.

REGAL REPORTING SERVICES
516-747-7353

A P P E A R A N C E S:

DENNIS DUNNE
Chair

DONALD MACKENZIE
Vice-Chair

VINCENT MUSCARELLA

DENISE FORD (Not Present)

ROSE WALKER (Sitting in for Denise Ford)

LAURA CURRAN
Ranking

KEVAN ABRAHAMS

SIELA A. BYNOE

FRANK MORONEY, Clerk Pro Tempore

LIST OF SPEAKERS

CHRIS MISTRON	5
TOM DELANEY	8
BOB MCMANUS	10
GREG STEPHANOFF	13
KAREN DOOLING	15

2 CHAIRMAN DUNNE: Will the members of the
3 Public Safety Committee please take their seats?
4 I'm going to ask our Clerk Pro Tempore to make
5 the roll call, please.

6 MR. MORONEY: Chairman, Legislator
7 Dennis Dunne?

8 CHAIRMAN DUNNE: Here.

9 MR. MORONEY: Vice Chairman Donald
10 MacKenzie?

11 LEGISLATOR MACKENZIE: Here.

12 MR. MORONEY: Legislator Muscarella?

13 LEGISLATOR MUSCARELLA: Here.

14 MR. MORONEY: Legislator Rose Walker?

15 LEGISLATOR WALKER: Here.

16 MR. MORONEY: Legislator Laura Curran?

17 LEGISLATOR CURRAN: Here.

18 MR. MORONEY: Legislator Kevan Abrahams?

19 LEGISLATOR ABRAHAMS: Here.

20 MR. MORONEY: Legislator Siela Bynoe?

21 LEGISLATOR BYNOE: Here.

22 MR. MORONEY: You have a quorum, Mr.

23 Chairman.

CHAIRMAN DUNNE: And we have Rose Walker, who is subbing for Denise Ford. Let's make sure that's on our record.

The first item to come before us, we're going to call together, Item 60-16, together with 68-16 and 69-16. They are all ordinances supplemental to the annual appropriation ordinance in connection with the Traffic Safety Board.

Who do we have for traffic safety? We have Chris.

Motion by Rose Walker, seconded by Donald Mackenzie on all three of those items.

MR. MISTRON: Christopher Mistron, Director of Traffic Safety.

The first item which was called, the 60-16, was a grant for \$3,000 dedicated for the Child Passenger Safety Program provided by Traffic Safety. The grant allows for Traffic Safety to purchase car seats and equipment for doing specifically our mobile traffic child safety seat checks, which actually we do in the legislative districts.

CHAIRMAN DUNNE: Which is a great

program. We might as well as well vote on them individually. We called them all together but we're going to vote on them individually.

The motion is made and passed.

Does anybody have any questions on this item?

(No verbal response.)

There being none; all those in favor indicate by saying aye.

(Aye.)

Any against?

(No verbal response.)

It passes on to Finance.

The next one was 68-16.

MR. MISTRON: 68-16, again is a grant that we received. There is surcharge money charged for people that park in handicapped parking spaces. The legislation in the State calls for that surcharge to be able to be used for educational programs involved for physically challenged people. We utilize that money through another organization to do everything from child specialized traffic safety programs to mobility programs.

2 CHAIRMAN DUNNE: Okay. Any questions on
3 this from any of the legislators?

4 (No verbal response.)

5 All in favor indicate by saying aye.

6 (Aye.)

7 Against?

8 (No verbal response.)

9 It passes on to Finance also.

10 Now 69-16.

11 MR. MISTRON: The final one is the
12 police traffic services grant, that again,
13 Traffic Safety applied for on behalf of all the
14 police departments in Nassau County, the Nassau
15 County PD and the village and city police.

16 This particular enforcement is split
17 between the annual Buckle-Up enforcement wave
18 that takes place the end of May, as well as
19 specialized enforcement for everything from
20 pedestrian safety to speed enforcement and
21 aggressive driving enforcement, as well as the
22 new component for cell phone use.

23 CHAIRMAN DUNNE: Any questions on this?

24 (No verbal response.)

25 There being none; all in favor indicate

by saying aye.

(Aye.)

Any against?

(No verbal response.)

It passes unanimously on to Finance.

Thank you, Mr. Mistrion.

The next item coming up before us will be Item 61-16, an annual appropriation ordinance in connection with the Office of Emergency Management.

Who do we have?

LEGISLATOR WALKER: So moved.

CHAIRMAN DUNNE: Moved by Rose Walker, seconded by Vincent Muscarella, Legislator Muscarella.

MR. DELANEY: Hi, everyone. Tom Delaney, Nassau County OEM. This is a New York State grant funded by cellular surcharge revenue. When you look on your cell phone bills, now you know where some of this money is going to.

This is called the public safety answering point grant. We applied for \$163,406 last year to upgrade the Firecom dispatch system, which, as many people are aware, suffered two

outages last year, not just affecting the county dispatch system but potentially, even though they're a fire department that do self dispatch because Firecom is a backup. What the system is going to do is allow them to start transitioning into newer technology. This system is very expandable. We're going to start off with something small, still utilizing the current system and then build onto that.

The award amount that we received was for \$137,000. Like I said, the system was 163. We're going to be able to backfill this with money from our other homeland security grants because this involves interoperable communications. So we will be able to meet the goal that was originally asked for.

CHAIRMAN DUNNE: Welcome to the future.

Any questions from any of the legislators?

(No verbal response.)

There being none; all in favor indicate by saying aye.

(Aye.)

Any against?

(No verbal response.)

Okay. Thank you kindly. This goes on to Finance.

The next item is Item 62-16, and we're going to call also 67-16 and 74-16 because they are all dealing with the district attorney's office. They are all ordinances supplemental to the annual appropriations ordinance in connection with the district attorney's office.

LEGISLATOR WALKER: So moved.

LEGISLATOR MUSCARELLA: Second.

CHAIRMAN DUNNE: Moved by Legislator Walker, seconded by Legislator Muscarella.

MR. MCMANUS: Bob McManus, District Attorney's Office.

Item 62 is for the Nassau County District Attorney's Office rapid intervention and services model. Funds will be used by the district attorney's office to reduce DWI repeat offenses by addressing two specific issues within the criminal justice system: predicting which offenders are likely to reoffend by utilizing non-traditional assessment tools and reducing the amount of time between arrest and disposition of

the case.

Research conducted by the state has shown that offenders respond to intervention, but only if there are swift and clear consequences for recidivistic behavior. Offenders will be tracked throughout the process in order to evaluate compliance with the program and sanctions will be imposed accordingly. This is funded entirely by grant money.

CHAIRMAN DUNNE: You might as well do all three while you're there. Do the other two.

MR. MCMANUS: Excuse me, sir?

CHAIRMAN DUNNE: 67 also.

MR. MCMANUS: Yes. This item is the motor vehicle theft and insurance fraud prevention grant program. The Nassau County District Attorney's Office motor vehicle theft and insurance fraud prevention program investigate and prosecute motor vehicle theft and motor vehicle insurance fraud cases.

Investigative efforts target medical mills and auto body shops suspected of no-fault fraud, with an emphasis of undercover investigations. The program also facilitate cooperation between law

2 enforcement agencies and the insurance industry
3 in combating the program of auto-related
4 insurance fraud.

5 CHAIRMAN DUNNE: And that's funded
6 through?

7 MR. MCMANUS: It's a grand funded
8 through New York State Division of Criminal
9 Justice Services.

10 CHAIRMAN DUNNE: Excellent. And then
11 74-16.

12 MR. MCMANUS: Item Number 74 is the
13 crimes against revenue program. Funds will be
14 used by the Nassau County District Attorney's
15 Office for continuation of the crimes against
16 revenue program. This program will provide
17 effective investigation and prosecution of cases
18 that have adverse affects on all government
19 revenues, including, but not limited to, sales
20 and personal income tax evasion, Medicaid fraud,
21 and enforcement of prevailing wage laws. And
22 this is also 100 percent funded.

23 CHAIRMAN DUNNE: Excellent.

24 Any questions for Mr. McManus from any of
25 the legislators?

(No verbal response.)

There being none; all those in favor of
all three of these items indicate by saying aye.

(Aye.)

Any against?

(No verbal response.)

Thank you, Mr. McManus. All three will
go on to Finance.

MR. MCMANUS: Thank you.

CHAIRMAN DUNNE: The next item to come
before us is Item 71-16, which is an ordinance
supplemental to the annual appropriation
ordinance in connection with the police
department.

LEGISLATOR WALKER: So moved.

LEGISLATOR MACKENZIE: Second.

CHAIRMAN DUNNE: Rose Walker makes the
motion, and Don Mackenzie seconds.

Lieutenant. Lieutenant, can I just ask
you when did you get the promotion?

LIEUTENANT STEPHANOFF: December.

CHAIRMAN DUNNE: Excellent.
Congratulations.

LIEUTENANT STEPHANOFF: Thank you.

2 CHAIRMAN DUNNE: Great job. We used to
3 call you Serg. Now it's Lieutenant.

4 LIEUTENANT STEPHANOFF: Thank you.

5 CHAIRMAN DUNNE: Okay. Item 71, can you
6 tell us about this?

7 LIEUTENANT STEPHANOFF: This item
8 appropriates \$145,783 in funds from the New York
9 State Division of Criminal Justice Services.
10 This is our surveillance apprehension and
11 enforcement program. We use this for extra
12 patrols for stolen autos in high theft areas, and
13 we also send detectives for extra work for
14 insurance fraud.

15 CHAIRMAN DUNNE: Excellent. Any
16 questions from any legislator on this?

17 (No verbal response.)

18 All in favor indicate by saying aye.

19 (Aye.)

20 Any against?

21 (No verbal response.)

22 It passes on to Finance.

23 Thank you, Lieutenant.

24 LIEUTENANT STEPHANOFF: Thank you.

25 CHAIRMAN DUNNE: The next item to come

2 before us is Item 72-16, an ordinance
3 supplemental to the annual appropriation
4 ordinance in connection with the
5 Toxicology/Medical Examiner.

6 LEGISLATOR WALKER: So moved.

7 LEGISLATOR MUSCARELLA: Second.

8 CHAIRMAN DUNNE: Legislator Walker made
9 the motion, seconded by Vincent Muscarella.

10 Now, on the item. Yes, ma'am

11 MS. DOOLING: Hi. Karen Dooling, Crime
12 Laboratory, Medical Examiner's Office on behalf
13 of toxicology.

14 This award is \$21,542 from the federal
15 government. It's a pass-through no match through
16 the state. It will be used for conferences, the
17 temperature monitoring system for the lab, and
18 for overtime to perform casework.

19 CHAIRMAN DUNNE: What discipline is
20 that?

21 MS. DOOLING: This is toxicology, which
22 is separate from crime laboratory, but a
23 toxicology person wasn't available today.

24 CHAIRMAN DUNNE: We do all that in-house
25 here?

MS. DOOLING: Yeah. Toxicology deals with the death investigations in the medical examiner's office.

CHAIRMAN DUNNE: Excellent.

Any questions from any legislator?

(No verbal response.)

There being none; all in favor indicate by saying aye.

(Aye.)

Any against?

(No verbal response.)

It passes on to Finance.

Thank you, Karen.

Now we entertain a motion to suspend the rules.

LEGISLATOR BYNOE: One second.

Legislator Dunne?

CHAIRMAN DUNNE: Yes.

LEGISLATOR BYNOE: I have something I want to discuss before we adjourn for the day.

CHAIRMAN DUNNE: We have another item.

LEGISLATOR BYNOE: We do?

CHAIRMAN DUNNE: We have an addendum item.

2 LEGISLATOR BYNOE: I'm sorry.

3 CHAIRMAN DUNNE: I will entertain after
4 we complete.

5 I entertain a motion to suspend the rules
6 for the addendum item.

7 LEGISLATOR WALKER: So moved.

8 LEGISLATOR MACKENZIE: Second.

9 CHAIRMAN DUNNE: So moved by Legislator
10 Rose Walker, seconded by Don Mackenzie.

11 All in favor?

12 (Aye.)

13 The item is Item 70-16, an ordinance
14 supplemental to the annual appropriations
15 ordinance in connection with the medical
16 examiner's division of forensic services.

17 LEGISLATOR WALKER: So moved.

18 LEGISLATOR MACKENZIE: Second.

19 CHAIRMAN DUNNE: It is moved by
20 Legislator Walker, seconded by Legislator
21 Mackenzie.

22 Now, on this item.

23 MS. DOOLING: Hi. Karen Dooling, Crime
24 Lab.

25 This is actually the same grant I was

discussing before; one gets awarded to the toxicology laboratory from the state and another for the same amount, \$21,542 gets awarded to the crime laboratory.

For the crime laboratory, this money will be used to support our laboratory information management system, which is what we use to process all casework and keep track of our QC records.

CHAIRMAN DUNNE: Okay. Any questions?

(No verbal response.)

There being none; all in favor indicate by saying aye.

(Aye.)

Any against?

(No verbal response.)

This also passes and goes on to Finance.

Before we adjourn, Legislator Bynoe had a remark she wanted to make.

LEGISLATOR BYNOE: Thank you.

I just wanted to address the on-going issue with Armor Services. I'm sure you are all aware that yet again today there was another death at the jail today. While we don't know the

cause of death, it still, to me, kind of triggers the on-going concern that I have regarding the services of Armor. To this point, I know that we've been asked to investigate and have a hearing and deal with the services, the poor services that the inmates are receiving there. To this point, I feel like we haven't done anything to move this issue forward. So my concern is that there has been some discussion that there is a financial repercussion for us to terminate the contract. But to this point, from what I understand, we can terminate with a 30 day notice to Armor and then we would need to, at that point, consider what other services could supplemental or - what other individual or agency could provide services.

CHAIRMAN DUNNE: Just so you know, there is an investigation going on, then we will do our investigation, and we have to have something in place to --

LEGISLATOR BYNOE: If we continue -

CHAIRMAN DUNNE: if we do terminate it. There is a little bit more than just demanding. I felt the same way when I heard about it; we

should stop them right away. But we have to have everything in place and we have to have the investigation done because we don't want to unfairly hurt anybody either. Once their investigation is done, then we will do our hearing, if necessary. But that's up to the presiding officer if we do a hearing on that.

I appreciate your concern --

LEGISLATOR BYNOE: To this point -- allow me to finish.

CHAIRMAN DUNNE: and we all have the same concerns.

LEGISLATOR BYNOE: Allow me to finish, please. Give me the courtesy of finishing.

As I was trying to state, the article that came out yesterday in *Newsday* that was, I guess, identified some of the findings that were -- I'm sorry -- the findings that were included in the Maurice Chalmers report, it indicates that there is even an enforcement mechanism in the contract that the county has failed to even penalize them financially to this point. It seems like the only individuals that are suffering any consequences are the inmates. I

2 think that as the Public Safety Committee that we
3 are charged with the responsibility to expedite
4 this investigation.

5 I'd like to understand where we are --
6 I'm not even, as a member of public safety or a
7 member of this legislative body, I haven't even
8 been privileged to understand where we are in the
9 investigative process. I think we should know
10 that.

11 CHAIRMAN DUNNE: You know what? This is
12 the first that I'm hearing of you wanting to
13 participate in this.

14 LEGISLATOR BYNOE: That's not true.

15 CHAIRMAN DUNNE: We are doing an
16 investigation --

17 LEGISLATOR BYNOE: That's not true. We
18 sent a letter --

19 CHAIRMAN DUNNE: We're waiting for the
20 investigation --

21 LEGISLATOR BYNOE: some time ago asking
22 for the investigation to be undertaken.

23 CHAIRMAN DUNNE: Let me stop you there.
24 Right now, everything we discuss is moot. We're
25 just as responsible to find out what's going on

and do it responsibly. Find out first what the investigation shows, from law and order, then we have to do our investigation, and then we will have hearing. If it gets cleared up before then that's fine. You know what? It has to be done responsibly. They have to first do -- the police have to do their work first and the district attorney's office. Once the district attorney's office is finished with it then we can do anything we can to rectify it. But right now, spouting off and saying I feel this way and that way, everybody here can put a speech on.

The meeting is now closed.

LEGISLATOR BYNOE: Legislator Dunne --

CHAIRMAN DUNNE: There is no more to be said.

LEGISLATOR BYNOE: I agree that everything has to be done in decency and order --

CHAIRMAN DUNNE: You can come to us and we'll be happy to listen to you.

LEGISLATOR BYNOE: I believe that everything should be done in decency and order. But I believe a hearing would be a tool or a resource for investigating. I feel that we're

failing even in having a hearing.

CHAIRMAN DUNNE: We can't have a hearing until it's done. Have your counsel reach out to our counsel and we will make arrangements. Your counsel reach out to our counsel and we will make arrangements.

Thank you so much. I appreciate your concern because we are just as concerned.

This committee stands adjourned.

Motion by Rose Walker, seconded by Don Mackenize.

All in favor indicate by saying aye.

(Aye.)

Any against?

(No verbal response.)

Okay.

(Whereupon, the Public Safety Committee adjourned at 3:02 p.m.)

C E R T I F I C A T E

I, FRANK GRAY, a Shorthand Reporter and
Notary Public in and for the State of New York,
do hereby state:

THAT I attended at the time and place above
mentioned and took stenographic record of the
proceedings in the above-entitled matter;

THAT the foregoing transcript is a true and
accurate transcript of the same and the whole
thereof, according to the best of my ability and
belief.

IN WITNESS WHEREOF, I have hereunto set my
hand this 21st day of March, 2016.

FRANK GRAY

NASSAU COUNTY LEGISLATURE

11th TERM MEETING AGENDA

ECONOMIC & COMMUNITY DEVELOPMENT & LABOR COMMITTEE

MARCH 7, 2016 1:00 PM

Denise Ford – Chairwoman

Howard Kopel– Vice Chairman

James Kennedy

Steven Rhoads

Carrié Solages – Ranking

Siela A. Bynoe

Ellen Birnbaum

Frank Moroney, Clerk Pro Tempore of the Legislature

THERE ARE NO ITEMS ON THIS COMMITTEE AT THIS TIME

NASSAU COUNTY LEGISLATURE

11th TERM MEETING AGENDA

FINANCE COMMITTEE

MARCH 7, 2016 1:00 PM

Richard Nicoletto – Chairman

Vincent Muscarella – Vice Chairman

Rose Marie Walker

Donald MacKenzie

Delia DeRiggi-Whitton – Ranking

Laura Curran

Siela A. Bynoe

Frank Moroney, Clerk Pro Tempore of the Legislature

Clerk Item No.	Proposed By	Assigned To	<u>Summary</u>
58-16	PK	F, R	<u>RESOLUTION NO. -2016</u> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A GRANT AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF PARKS, RECREATION AND MUSEUMS AND THE SEAFORD HISTORICAL SOCIETY. 58-16(PK)
59-16	LE	F, R	<u>RESOLUTION NO. -2016</u> A RESOLUTION PROVIDING FOR THE ISSUANCE OF A WARRANT DIRECTING THE TREASURER OF THE COUNTY OF NASSAU TO PAY TO THE SUPERVISORS OF THE SEVERAL TOWNS AND TO THE TREASURERS OF THE SEVERAL VILLAGES AND CITIES WITHIN THE COUNTY OF NASSAU, THE SUMS AS APPORTIONED BY THE NASSAU COUNTY LEGISLATURE BASED ON A REPORT FILED BY THE COUNTY TREASURER AND THE COUNTY CLERK, SHOWING DEPOSITS FROM MORTGAGE TAXES FOR THE QUARTER BEGINNING OCTOBER 1, 2015 THROUGH DECEMBER 31, 2015; PURSUANT TO THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 59-16(LE)
60-16	OMB	PS, F, R	<u>ORDINANCE NO. -2016</u> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE TRAFFIC SAFETY BOARD. 60-16(OMB)
61-16	OMB	PS, F, R	<u>ORDINANCE NO. -2016</u> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE OFFICE OF EMERGENCY MANAGEMENT. 61-16(OMB)
62-16	OMB	PS, F, R	<u>ORDINANCE NO. -2016</u> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DISTRICT ATTORNEY'S OFFICE. 62-16(OMB)
67-16	OMB	PS, F, R	<u>ORDINANCE NO. -2016</u> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DISTRICT ATTORNEY'S OFFICE. 67-16(OMB)
68-16	OMB	PS, F, R	<u>ORDINANCE NO. -2016</u> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE TRAFFIC SAFETY BOARD. 68-16(OMB)
69-16	OMB	PS, F, R	<u>ORDINANCE NO. -2016</u> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE TRAFFIC SAFETY BOARD. 69-16(OMB)

Clerk Item No.	Proposed By	Assigned To	<u>Summary</u>
71-16	OMB	PS, F, R	<u>ORDINANCE NO. -2016</u> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE POLICE DEPARTMENT. 71-16(OMB)
72-16	OMB	PS, F, R	<u>ORDINANCE NO. -2016</u> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF TOXICOLOGY/MEDICAL EXAMINER. 72-16(OMB)
73-16	OMB	F, R	<u>ORDINANCE NO. -2016</u> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT. 73-16(OMB)
74-16	OMB	PS, F, R	<u>ORDINANCE NO. -2016</u> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DISTRICT ATTORNEY'S OFFICE. 74-16(OMB)
75-16	PK	F, R	<u>RESOLUTION NO. -2016</u> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A GRANT AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF PARKS, RECREATION AND MUSEUMS, AND THE FREEPORT HISTORICAL SOCIETY. 75-16(PK)
76-16	PK	F, R	<u>RESOLUTION NO. -2016</u> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A GRANT AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF PARKS, RECREATION AND MUSEUMS, AND ST. JOHN OF JERUSALEM CEMETERY, INC. 76-16(PK)
77-16	OMB	F, R	<u>RESOLUTION NO. -2016</u> A RESOLUTION TO AUTHORIZE THE TRANSFER OF APPROPRIATIONS HERETOFORE MADE WITHIN THE BUDGET FOR THE YEAR 2016. 77-16(OMB)

Clerk Item No.	Proposed By	Assigned To	<u>Summary</u>
78-16	AS	F, R	<p><u>RESOLUTION NO. -2016</u></p> <p>A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE TOWN OF HEMPSTEAD TO PARTIALLY EXEMPT FROM THE REAL PROPERTY TAXATION CERTAIN REAL PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND/OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 78-16(AS)</p>
79-16	AS	F, R	<p><u>RESOLUTION NO. -2016</u></p> <p>A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE TOWN OF HEMPSTEAD TO PARTIALLY EXEMPT FROM THE REAL PROPERTY TAXATION CERTAIN REAL PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND/OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 79-16(AS)</p>
80-16	AS	F, R	<p><u>RESOLUTION NO. -2016</u></p> <p>A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE TOWN OF HEMPSTEAD TO PARTIALLY EXEMPT FROM THE REAL PROPERTY TAXATION CERTAIN REAL PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND/OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 80-16(AS)</p>

Clerk Item No.	Proposed By	Assigned To	<u>Summary</u>
81-16	AS	F, R	<p><u>RESOLUTION NO. -2016</u></p> <p>A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE TOWN OF HEMPSTEAD TO CORRECT A RATE CODE ERROR AND TAXES IN ACCORDANCE WITH PETITIONS OF THE COUNTY ASSESSOR ON SPECIFIC PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND/OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 81-16(AS)</p>
82-16	AS	F, R	<p><u>RESOLUTION NO. -2016</u></p> <p>A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE TOWN OF NORTH HEMPSTEAD TO CORRECT ERRONEOUS ASSESSMENTS AND TAXES IN ACCORDANCE WITH PETITIONS OF THE COUNTY ASSESSOR ON SPECIFIC PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND/OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 82-16(AS)</p>
83-16	AS	F, R	<p><u>RESOLUTION NO. -2016</u></p> <p>A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE TOWN OF OYSTER BAY TO CORRECT ERRONEOUS SENIOR EXEMPTION PERCENTAGES AND TAXES IN ACCORDANCE WITH PETITIONS OF THE COUNTY ASSESSOR ON SPECIFIC PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND/OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 83-16(AS)</p>

Clerk Item No.	Proposed By	Assigned To	<u>Summary</u>
84-16	AS	F, R	<u>RESOLUTION NO. -2016</u> A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE TOWN OF OYSTER BAY TO PARTIALLY EXEMPT FROM THE REAL PROPERTY TAXATION CERTAIN REAL PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND/OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 84-16(AS)
85-16	AS	F, R	<u>RESOLUTION NO. -2016</u> A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE TOWN OF OYSTER BAY TO PARTIALLY EXEMPT FROM THE REAL PROPERTY TAXATION CERTAIN REAL PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND/OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 85-16(AS)
86-16	AS	F, R	<u>RESOLUTION NO. -2016</u> A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE CITY OF LONG BEACH TO PARTIALLY EXEMPT FROM THE REAL PROPERTY TAXATION CERTAIN REAL PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND/OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 86-16(AS)
87-16	OMB	F, R	<u>RESOLUTION NO. -2016</u> A RESOLUTION TO AUTHORIZE THE TRANSFER OF APPROPRIATIONS HERETOFORE MADE WITHIN THE BUDGET FOR THE YEAR 2016. 87-16(OMB)
88-16	OMB	F, R	<u>RESOLUTION NO. -2016</u> A RESOLUTION TO AUTHORIZE THE TRANSFER OF APPROPRIATIONS HERETOFORE MADE WITHIN THE BUDGET FOR THE YEAR 2016. 88-16(OMB)

Clerk Item No.	Proposed By	Assigned To	<u>Summary</u>
89-16	OMB	F, R	<u>ORDINANCE NO. -2016</u> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE OFFICE OF MANAGEMENT AND BUDGET. 89-16(OMB)
90-16	PK	F, R	<u>RESOLUTION NO. -2016</u> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A GRANT AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF PARKS, RECREATION AND MUSEUMS, AND THE LEVITTOWN POST 1711, INC., THE AMERICAN LEGION. 90-16(PK)
93-16	PK	F, R	<u>RESOLUTION NO. -2016</u> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A GRANT AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF PARKS, RECREATION AND MUSEUMS, AND THE HOOD AFRICAN METHODIST EPISCOPAL ZION CHURCH. 93-16(PK)
94-16	PK	F, R	<u>RESOLUTION NO. -2016</u> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A GRANT AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF PARKS, RECREATION AND MUSEUMS, AND THE LONG ISLAND CHILDREN'S MUSEUM. 94-16(PK)

NASSAU COUNTY LEGISLATURE

11th TERM MEETING AGENDA

GOVERNMENT SERVICES & OPERATIONS COMMITTEE MARCH 7, 2016 1:00 PM

James Kennedy – Chairman
Denise Ford – Vice Chairwoman
Richard Nicoletto
Laura Schaefer
Siela A. Bynoe– Ranking
Carrié Solages
Ellen Birnbaum

Frank Moroney, Clerk Pro Tempore of the Legislature

THERE ARE NO ITEMS ON THIS COMMITTEE AT THIS TIME

NASSAU COUNTY LEGISLATURE

11th TERM MEETING AGENDA

HEALTH AND SOCIAL SERVICES COMMITTEE

March 7, 2016 1:00 PM

Frank Moroney, Clerk Pro Tempore of the Legislature

THERE ARE NO ITEMS ON THIS COMMITTEE AT THIS TIME

HEALTH

NASSAU COUNTY LEGISLATURE

11th TERM MEETING AGENDA

MINORITY AFFAIRS COMMITTEE

MARCH 7, 2016 1:00 PM

Steve Rhoads – Chairman

James Kennedy– Vice Chairman

Dennis Dunne

Rose Marie Walker

Siela A. Bynoe – Ranking

Carrié Solages

Laura Curran

Frank Moroney, Clerk Pro Tempore of the Legislature

THERE ARE NO ITEMS ON THIS COMMITTEE AT THIS TIME

NASSAU COUNTY LEGISLATURE

11th TERM MEETING AGENDA

PLANNING, DEVELOPMENT AND THE ENVIRONMENT COMMITTEE

MARCH 7, 2016 1:00 PM

Laura Schaefer - Chairwoman

Dennis Dunne - Vice Chairman

Denise Ford

Steve Rhoads

Judy Jacobs – Ranking

Carrié Solages

Laura Curran

Frank Moroney, Clerk Pro Tempore of the Legislature

THERE ARE NO ITEMS ON THIS COMMITTEE AT THIS TIME

NASSAU COUNTY LEGISLATURE

11th TERM MEETING AGENDA

PUBLIC SAFETY COMMITTEE

MARCH 7, 2016 1:00 PM

Frank Moroney, Clerk Pro Tempore of the Legislature

Clerk Item No.	Proposed By	Assigned To	<u>Summary</u>
60-16	OMB	PS, F, R	<u>ORDINANCE NO. -2016</u> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE TRAFFIC SAFETY BOARD. 60-16(OMB)
61-16	OMB	PS, F, R	<u>ORDINANCE NO. -2016</u> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE OFFICE OF EMERGENCY MANAGEMENT. 61-16(OMB)
62-16	OMB	PS, F, R	<u>ORDINANCE NO. -2016</u> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DISTRICT ATTORNEY'S OFFICE. 62-16(OMB)
67-16	OMB	PS, F, R	<u>ORDINANCE NO. -2016</u> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DISTRICT ATTORNEY'S OFFICE. 67-16(OMB)
68-16	OMB	PS, F, R	<u>ORDINANCE NO. -2016</u> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE TRAFFIC SAFETY BOARD. 68-16(OMB)
69-16	OMB	PS, F, R	<u>ORDINANCE NO. -2016</u> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE TRAFFIC SAFETY BOARD. 69-16(OMB)
71-16	OMB	PS, F, R	<u>ORDINANCE NO. -2016</u> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE POLICE DEPARTMENT. 71-16(OMB)
72-16	OMB	PS, F, R	<u>ORDINANCE NO. -2016</u> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF TOXICOLOGY/MEDICAL EXAMINER. 72-16(OMB)
74-16	OMB	PS, F, R	<u>ORDINANCE NO. -2016</u> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DISTRICT ATTORNEY'S OFFICE. 74-16(OMB)

**NASSAU COUNTY LEGISLATURE
11th TERM MEETING AGENDA**

**PUBLIC WORKS AND PARKS
COMMITTEE**

MARCH 7, 2016 1:00 PM

Vincent Muscarella – Chairman

Steve Rhoads– Vice Chairman

Donald MacKenzie

C. William Gaylor III

Ellen Birnbaum– Ranking

Judy Jacobs

Laura Curran

Frank Moroney, Clerk Pro Tempore of the Legislature

THERE ARE NO ITEMS ON THIS COMMITTEE AT THIS TIME

PUBLIC WORKS

NASSAU COUNTY LEGISLATURE

11th TERM MEETING AGENDA

RULES COMMITTEE

MARCH 7, 2016 1:00 PM

Norma Gonsalves – Chairwoman
Richard Nicoletto– Vice Chairman
Dennis Dunne
Howard Kopel
Kevan Abrahams – Ranking
Judy Jacobs
Carrié Solages

Frank Moroney, Clerk Pro Tempore of the Legislature

Clerk Item No.	Proposed By	Assigned To	Summary
56-16	CE	R	<u>RESOLUTION NO. -2016</u> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN INTER-MUNICIPAL AGREEMENT WITH THE EAST MEADOW SCHOOL DISTRICT TO PROCURE PLAYGROUND EQUIPMENT FOR THE MCVEY ELEMENTARY SCHOOL. 56-16(CE)
58-16	PK	F, R	<u>RESOLUTION NO. -2016</u> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A GRANT AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF PARKS, RECREATION AND MUSEUMS AND THE SEAFORD HISTORICAL SOCIETY. 58-16(PK)
59-16	LE	F, R	<u>RESOLUTION NO. -2016</u> A RESOLUTION PROVIDING FOR THE ISSUANCE OF A WARRANT DIRECTING THE TREASURER OF THE COUNTY OF NASSAU TO PAY TO THE SUPERVISORS OF THE SEVERAL TOWNS AND TO THE TREASURERS OF THE SEVERAL VILLAGES AND CITIES WITHIN THE COUNTY OF NASSAU, THE SUMS AS APPORTIONED BY THE NASSAU COUNTY LEGISLATURE BASED ON A REPORT FILED BY THE COUNTY TREASURER AND THE COUNTY CLERK, SHOWING DEPOSITS FROM MORTGAGE TAXES FOR THE QUARTER BEGINNING OCTOBER 1, 2015 THROUGH DECEMBER 31, 2015; PURSUANT TO THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 59-16(LE)
60-16	OMB	PS, F, R	<u>ORDINANCE NO. -2016</u> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE TRAFFIC SAFETY BOARD. 60-16(OMB)
61-16	OMB	PS, F, R	<u>ORDINANCE NO. -2016</u> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE OFFICE OF EMERGENCY MANAGEMENT. 61-16(OMB)
62-16	OMB	PS, F, R	<u>ORDINANCE NO. -2016</u> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DISTRICT ATTORNEY'S OFFICE. 62-16(OMB)
64-16	CE	R	<u>RESOLUTION NO. -2016</u> A RESOLUTION TO CONFIRM THE COUNTY EXECUTIVE'S REAPPOINTMENT OF JEFFREY H. GREENFIELD AS A MEMBER OF THE COUNTY PLANNING COMMISSION PURSUANT TO SECTION 1601(B) OF THE NASSAU COUNTY CHARTER. 64-16(CE)

Clerk Item No.	Proposed By	Assigned To	Summary
66-16	CE	R	<u>RESOLUTION NO. -2016</u> A RESOLUTION TO CONFIRM THE COUNTY EXECUTIVE’S REAPPOINTMENT OF LEONARD H. SHAPIRO AS A MEMBER OF THE COUNTY PLANNING COMMISSION PURSUANT TO SECTION 1601(B) OF THE NASSAU COUNTY CHARTER. 66-16(CE)
67-16	OMB	PS, F, R	<u>ORDINANCE NO. -2016</u> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DISTRICT ATTORNEY’S OFFICE. 67-16(OMB)
68-16	OMB	PS, F, R	<u>ORDINANCE NO. -2016</u> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE TRAFFIC SAFETY BOARD. 68-16(OMB)
69-16	OMB	PS, F, R	<u>ORDINANCE NO. -2016</u> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE TRAFFIC SAFETY BOARD. 69-16(OMB)
71-16	OMB	PS, F, R	<u>ORDINANCE NO. -2016</u> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE POLICE DEPARTMENT. 71-16(OMB)
72-16	OMB	PS, F, R	<u>ORDINANCE NO. -2016</u> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF TOXICOLOGY/MEDICAL EXAMINER. 72-16(OMB)
73-16	OMB	F, R	<u>ORDINANCE NO. -2016</u> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT. 73-16(OMB)
74-16	OMB	PS, F, R	<u>ORDINANCE NO. -2016</u> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DISTRICT ATTORNEY’S OFFICE. 74-16(OMB)
75-16	PK	F, R	<u>RESOLUTION NO. -2016</u> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A GRANT AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF PARKS, RECREATION AND MUSEUMS, AND THE FREEPORT HISTORICAL SOCIETY. 75-16(PK)

Clerk Item No.	Proposed By	Assigned To	<u>Summary</u>
76-16	PK	F, R	<u>RESOLUTION NO. -2016</u> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A GRANT AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF PARKS, RECREATION AND MUSEUMS, AND ST. JOHN OF JERUSALEM CEMETERY, INC. 76-16(PK)
77-16	OMB	F, R	<u>RESOLUTION NO. -2016</u> A RESOLUTION TO AUTHORIZE THE TRANSFER OF APPROPRIATIONS HERETOFORE MADE WITHIN THE BUDGET FOR THE YEAR 2016. 77-16(OMB)
78-16	AS	F, R	<u>RESOLUTION NO. -2016</u> A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE TOWN OF HEMPSTEAD TO PARTIALLY EXEMPT FROM THE REAL PROPERTY TAXATION CERTAIN REAL PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND/OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 78-16(AS)
79-16	AS	F, R	<u>RESOLUTION NO. -2016</u> A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE TOWN OF HEMPSTEAD TO PARTIALLY EXEMPT FROM THE REAL PROPERTY TAXATION CERTAIN REAL PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND/OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 79-16(AS)

Clerk Item No.	Proposed By	Assigned To	Summary
80-16	AS	F, R	<p><u>RESOLUTION NO. -2016</u></p> <p>A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE TOWN OF HEMPSTEAD TO PARTIALLY EXEMPT FROM THE REAL PROPERTY TAXATION CERTAIN REAL PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND/OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 80-16(AS)</p>
81-16	AS	F, R	<p><u>RESOLUTION NO. -2016</u></p> <p>A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE TOWN OF HEMPSTEAD TO CORRECT A RATE CODE ERROR AND TAXES IN ACCORDANCE WITH PETITIONS OF THE COUNTY ASSESSOR ON SPECIFIC PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND/OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 81-16(AS)</p>
82-16	AS	F, R	<p><u>RESOLUTION NO. -2016</u></p> <p>A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE TOWN OF NORTH HEMPSTEAD TO CORRECT ERRONEOUS ASSESSMENTS AND TAXES IN ACCORDANCE WITH PETITIONS OF THE COUNTY ASSESSOR ON SPECIFIC PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND/OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 82-16(AS)</p>

Clerk Item No.	Proposed By	Assigned To	Summary
83-16	AS	F, R	<p><u>RESOLUTION NO. -2016</u></p> <p>A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE TOWN OF OYSTER BAY TO CORRECT ERRONEOUS SENIOR EXEMPTION PERCENTAGES AND TAXES IN ACCORDANCE WITH PETITIONS OF THE COUNTY ASSESSOR ON SPECIFIC PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND/OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 83-16(AS)</p>
84-16	AS	F, R	<p><u>RESOLUTION NO. -2016</u></p> <p>A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE TOWN OF OYSTER BAY TO PARTIALLY EXEMPT FROM THE REAL PROPERTY TAXATION CERTAIN REAL PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND/OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 84-16(AS)</p>
85-16	AS	F, R	<p><u>RESOLUTION NO. -2016</u></p> <p>A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE TOWN OF OYSTER BAY TO PARTIALLY EXEMPT FROM THE REAL PROPERTY TAXATION CERTAIN REAL PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND/OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 85-16(AS)</p>

Clerk Item No.	Proposed By	Assigned To	Summary
86-16	AS	F, R	<u>RESOLUTION NO. -2016</u> A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE CITY OF LONG BEACH TO PARTIALLY EXEMPT FROM THE REAL PROPERTY TAXATION CERTAIN REAL PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND/OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 86-16(AS)
87-16	OMB	F, R	<u>RESOLUTION NO. -2016</u> A RESOLUTION TO AUTHORIZE THE TRANSFER OF APPROPRIATIONS HERETOFORE MADE WITHIN THE BUDGET FOR THE YEAR 2016. 87-16(OMB)
88-16	OMB	F, R	<u>RESOLUTION NO. -2016</u> A RESOLUTION TO AUTHORIZE THE TRANSFER OF APPROPRIATIONS HERETOFORE MADE WITHIN THE BUDGET FOR THE YEAR 2016. 88-16(OMB)
89-16	OMB	F, R	<u>ORDINANCE NO. -2016</u> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE OFFICE OF MANAGEMENT AND BUDGET. 89-16(OMB)
90-16	PK	F, R	<u>RESOLUTION NO. -2016</u> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A GRANT AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF PARKS, RECREATION AND MUSEUMS, AND THE LEVITTOWN POST 1711, INC., THE AMERICAN LEGION. 90-16(PK)
93-16	PK	F, R	<u>RESOLUTION NO. -2016</u> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A GRANT AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF PARKS, RECREATION AND MUSEUMS, AND THE HOOD AFRICAN METHODIST EPISCOPAL ZION CHURCH. 93-16(PK)

Clerk Item No.	Proposed By	Assigned To	Summary
94-16	PK	F, R	<u>RESOLUTION NO. -2016</u> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A GRANT AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF PARKS, RECREATION AND MUSEUMS, AND THE LONG ISLAND CHILDREN’S MUSEUM. 94-16(PK)
A-4-16	PR	R	<u>RESOLUTION NO. -2016</u> A RESOLUTION AUTHORIZING THE DIRECTOR OF NASSAU COUNTY OFFICE OF PURCHASING TO REQUEST OVERSIGHT OF A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF VARIOUS NASSAU COUNTY DEPARTMENTS AND HVAC INC. A-4-16
A-7-16	PR	R	<u>RESOLUTION NO. -2016</u> A RESOLUTION AUTHORIZING THE DIRECTOR OF NASSAU COUNTY OFFICE OF PURCHASING TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF NASSAU COUNTY DISTRICT ATTORNEY AND JOURNAL TECHNOLOGIES, INC. A-7-16
A-8-16	PR	R	<u>RESOLUTION NO. -2016</u> A RESOLUTION AUTHORIZING THE DIRECTOR OF NASSAU COUNTY OFFICE OF PURCHASING TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF NASSAU COUNTY DEPARTMENT OF INFORMATION TECHNOLOGY AND ICONSTITUENT. A-8-16
B-1-16	PW	R	<u>RESOLUTION NO. -2016</u> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND WELSBACH ELECTRIC CORP. OF L.I. B-1-16
E-43-16	PW	R	<u>RESOLUTION NO. -2016</u> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND NELSON & POPE ENGINEERS & SURVEYORS, PLLC. E-43-16

Clerk Item No.	Proposed By	Assigned To	<u>Summary</u>
E-44-16	PW	R	<u>RESOLUTION NO. -2016</u> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND LIRO ENGINEERS, INC. E-44-16
E-45-16	PW	R	<u>RESOLUTION NO. -2016</u> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND GREENMAN-PEDERSON, INC. E-45-16
E-46-16	PW	R	<u>RESOLUTION NO. -2016</u> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND THE RBA GROUP – NEW YORK. E-46-16
E-47-16	PW	R	<u>RESOLUTION NO. -2016</u> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND L.K. MCLEAN ASSOCIATES ENGINEERS & SURVEYORS, INC. E-47-16
E-48-16	SS	R	<u>RESOLUTION NO. -2016</u> 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 DEPARTMENT OF SOCIAL SERVICES AND FAMILY & CHILDREN’S ASSOCIATION. E-48-16
E-49-16	HS	R	<u>RESOLUTION NO. -2016</u> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF HUMAN SERVICES, OFFICE OF MENTAL HEALTH, CHEMICAL DEPENDENCY AND DEVELOPMENTAL DISABILITIES SERVICES AND PSCH, INC. E-49-16

Clerk Item No.	Proposed By	Assigned To	<u>Summary</u>
E-50-16	EL	R	<u>RESOLUTION NO. -2016</u> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY BOARD OF ELECTIONS AND NUZZI BROS. MOVING SERVICE, INC. E-50-16
E-51-16	TS	R	<u>RESOLUTION NO. -2016</u> 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 DEPARTMENT OF TRAFFIC SAFETY BOARD AND DANIELLE P. RELLEA. E-51-16
E-53-16	PE	R	<u>RESOLUTION NO. -2016</u> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE COUNTY OFFICE OF HUMAN RESOURCES, AND AETNA LIFE INSURANCE COMPANY. E-53-16
E-54-16	DA	R	<u>RESOLUTION NO. -2016</u> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DISTRICT ATTORNEY'S OFFICE AND FAMILY AND CHILDREN'S ASSOCIATION. E-54-16
E-55-16	AT	R	<u>RESOLUTION NO. -2016</u> A RESOLUTION AFFIRMING TO A SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU COUNTY ATTORNEY AND WILSON ELSEER MOSKOWITZ EDELMAN & DICKER LLP. E-55-16
E-56-16	AT	R	<u>RESOLUTION NO. -2016</u> A RESOLUTION AFFIRMING TO AN AMENDMENT TO A SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU COUNTY ATTORNEY AND WILSON ELSEER MOSKOWITZ EDELMAN & DICKER LLP. E-56-16

E-57-16	PK	R	<u>RESOLUTION NO. -2016</u> 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 NASSAU COUNTY DEPARTMENT OF PARKS, RECREATION AND MUSEUMS AND ED MOORE ADVERTISING, INC. E-57-16
E-58-16	EL	R	<u>RESOLUTION NO. -2016</u> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY BOARD OF ELECTIONS AND SUPER EXPRESS SERVICE, INC. D/B/A THE MOVING DOCTOR. E-58-16
E-59-16	AT	R	<u>RESOLUTION NO. -2016</u> 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 ATTORNEY, AND LONG ISLAND AUTO APPRAISERS, INC. E-59-16
E-60-16	PD	R	<u>RESOLUTION NO. -2016</u> 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 NASSAU COUNTY POLICE DEPARTMENT, AND INTERGRATED FORENSIC LABORATORIES, LLC. E-60-16
E-61-16	PD	R	<u>RESOLUTION NO. -2016</u> 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 NASSAU COUNTY POLICE DEPARTMENT, AND NATIONAL MEDICAL SERVICES (D/B/A NMS LABS). E-61-16
E-62-16	CO	R	<u>RESOLUTION NO. -2016</u> 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 COMPTROLLER, AND RSM US LLP. E-62-16
			THE FOLLOWING ITEMS MAY BE UNTABLED

Clerk Item No.	Proposed By	Assigned To	<u>Summary</u>
B-4-16	PW	R	<u>RESOLUTION NO. -2016</u> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND R.J. INDUSTRIES, INC. B-4-16
E-5-16	DA	R	<u>RESOLUTION NO. -2016</u> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DISTRICT ATTORNEY'S OFFICE AND FUND FOR THE CITY OF NEW YORK, CENTER FOR COURT INNOVATION. E-5-16
E-31-16	PD	R	<u>RESOLUTION NO. -2016</u> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY POLICE DEPARTMENT, AND C & R AUTOMOTIVE, INC. E-31-16
E-32-16	PD	R	<u>RESOLUTION NO. -2016</u> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE POLICE DEPARTMENT AND T & D TOWING CORPORATION. E-32-16
E-33-16	PD	R	<u>RESOLUTION NO. -2016</u> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE POLICE DEPARTMENT AND A1 GRAND AUTO BODY, INC.. E-33-16
E-34-16	PD	R	<u>RESOLUTION NO. -2016</u> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY POLICE DEPARTMENT, AND NORTH SHORE AUTO & TOWING INC. E-34-16
E-35-16	PD	R	<u>RESOLUTION NO. -2016</u> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE POLICE DEPARTMENT AND ALL COUNTY HOOK UP TOWING INC., D/B/A ALL COUNTY TOWING AND RECOVERY. E-35-16

NASSAU COUNTY LEGISLATURE

11th TERM MEETING AGENDA

TOWNS, VILLAGES & CITIES COMMITTEE

MARCH 7, 2016 1:00 PM

Donald MacKenzie – Chairman

Laura Schaefer – Vice Chairwoman

Howard Kopel

C. William Gaylor III

Delia DeRiggi-Whitton – Ranking

Laura Curran

Ellen Birnbaum

Frank Moroney, Clerk Pro Tempore of the Legislature

THERE ARE NO ITEMS ON THIS COMMITTEE AT THIS TIME

**NASSAU COUNTY LEGISLATURE
11TH TERM MEETING AGENDA**

**VETERANS
AND SENIOR AFFAIRS
COMMITTEE**

MARCH 7, 2016 1:00 PM

**C. William Gaylor III –Chairman
Rose Marie Walker – Vice Chairwoman
Dennis Dunne
Vincent Muscarella
Carrié Solages- Ranking
Delia DeRiggi-Whitton
Ellen Birnbaum**

Frank Moroney, Clerk Pro Tempore of the Legislature

THERE ARE NO ITEMS ON THIS COMMITTEE AT THIS TIME

NASSAU COUNTY LEGISLATURE

11th TERM MEETING AGENDA

FINANCE COMMITTEE

ADDENDUM

MARCH 7, 2016 1:00 PM

Richard Nicoletto – Chairman

Vincent Muscarella – Vice Chairman

Rose Marie Walker

Donald MacKenzie

Delia DeRiggi-Whitton – Ranking

Laura Curran

Siela A. Bynoe

Frank Moroney, Clerk Pro Tempore of the Legislature

Clerk Item No.	Proposed By	Assigned To	<u>Summary</u>
70-16	OMB	PS, F, R	<u>ORDINANCE NO. -2016</u> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE MEDICAL EXAMINER/DIVISION OF FORENSIC SERVICES. 70-16(OMB)
96-16	AT	F, R	<u>RESOLUTION NO. -2016</u> A RESOLUTION AUTHORIZING THE COUNTY ATTORNEY TO COMPROMISE AND SETTLE ANY AND ALL CLAIMS BETWEEN LIGHTHOUSE DEVELOPMENT GROUP, LLC AND THE COUNTY OF NASSAU PURSUANT TO THE COUNTY LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 96-16(AT)

NASSAU COUNTY LEGISLATURE

11th TERM MEETING AGENDA

PUBLIC SAFETY COMMITTEE ADDENDUM

MARCH 7, 2016 1:00 PM

Dennis Dunne - Chairman

Donald MacKenzie - Vice Chairman

Vincent Muscarella

Denise Ford

Laura Curran - Ranking

Kevan Abrahams

Siela A. Bynoe

Frank Moroney, Clerk Pro Tempore of the Legislature

Clerk Item No.	Proposed By	Assigned To	<u>Summary</u>
70-16	OMB	PS, F, R	<u>ORDINANCE NO. -2016</u> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE MEDICAL EXAMINER/DIVISION OF FORENSIC SERVICES. 70-16(OMB)

NASSAU COUNTY LEGISLATURE

11th TERM MEETING AGENDA

RULES COMMITTEE ADDENDUM

MARCH 7, 2016 1:00 PM

Norma Gonsalves – Chairwoman
Richard Nicoletto– Vice Chairman
Dennis Dunne
Howard Kopel
Kevan Abrahams – Ranking
Judith Jacobs
Carrié Solages

Frank Moroney, Clerk Pro Tempore of the Legislature

Clerk Item No.	Proposed By	Assigned To	<u>Summary</u>
70-16	OMB	PS, F, R	<u>ORDINANCE NO. -2016</u> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE MEDICAL EXAMINER/DIVISION OF FORENSIC SERVICES. 70-16(OMB)
95-16	CE	R	<u>PROPOSED LOCAL LAW NO. -2016</u> A LOCAL LAW TO AMEND THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY IN RELATION TO PERSONAL SERVICE CONTRACTS. 95-16(CE)
96-16	AT	F, R	<u>RESOLUTION NO. -2016</u> A RESOLUTION AUTHORIZING THE COUNTY ATTORNEY TO COMPROMISE AND SETTLE ANY AND ALL CLAIMS BETWEEN LIGHTHOUSE DEVELOPMENT GROUP, LLC AND THE COUNTY OF NASSAU PURSUANT TO THE COUNTY LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 96-16(AT)



County

Nassau

Office of Purchasing

Staff Summary A-04-2016

Subject : Environmental System Services (S/B 9844-11063-207, BPNC13000320)
Department: Office of Purchasing
Department Head Name: Frank Intagliata
Department Head Signature

Date: November 25, 2015
Vendor Name: HVAC Inc.
Contract Number A-04-2016
Contract Manager Name Mary Hoeflinger

Proposed Legislative Action					
	To	Date	Approval	Info	Other
	Assgn Comm				
	Rules Comm				
	Full Leg				

Internal Approvals			
Date & Init.	Approval	Date & Init.	Approval
	Dept. Head	12/5/16	Counsel to C.E.
	Budget	6/21/2016 BSL	County Atty.
1/25/16 @	Deputy C.E.		County Exec.

Narrative

Purpose: To notify the Rules Committee that the funding for Blanket Purchase Order BPNC13000320 for Environmental System Services for various Nassau County departments has reached a level that requires oversight by said committee.

Discussion: This Blanket Purchase Order has been in effect since January 1, 2014 and based on anticipated usage will exceed \$100,000.00 in 2015-2016. This solicitation was advertised in Newsday and posted to the Nassau County Bid Solicitation Board where 162 vendors were notified electronically of the bid. Minority Affairs was given a copy of the bid. One (1) bid was received. The blanket purchase order was awarded to HVAC Inc. as the lowest responsible bidder meeting bid specifications.

Impact on Funding: Blanket Purchase Order estimated annual usage will exceed One Hundred Thousand Dollars (\$100,000.00) from general funds.

Recommendation: Office of Purchasing recommends approving oversight of funding for this Blanket Purchase Order with HVAC, Inc.

APPROVED: 1/7/16

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
JAN 25 P 4:17

COUNTY OF NASSAU
INTER -- DEPARTMENTAL MEMO

TO: CLERK OF THE COUNTY LEGISLATURE
FROM: MICHAEL SCHLENOFF, DEPUTY DIRECTOR
OFFICE OF PURCHASING

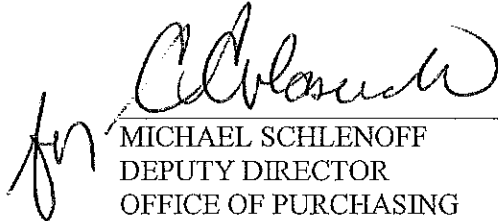
A-04-2016

DATE: NOVEMBER 30, 2015

SUBJECT: RESOLUTION--VARIOUS NASSAU COUNTY DEPARTMENTS

THIS RESOLUTION IS RECOMMENDED BY THE DIRECTOR, OFFICE OF PURCHASING TO APPROVE OVERSIGHT FOR A BLANKET ORDER IN THE ESTIMATED AMOUNT OF OVER ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) ON BEHALF OF VARIOUS NASSAU COUNTY DEPARTMENTS TO HVAC INC. MEETING SPECIFICATIONS FOR ENVIRONMENTAL SYSTEM SERVICES.

THE ABOVE DESCRIBED DOCUMENT ATTACHED HERETO IS FORWARDED FOR YOUR REVIEW AND APPROVAL AND SUBSEQUENT TRANSMITTAL TO THE RULES COMMITTEE FOR INCLUSION IN ITS AGENDA.



MICHAEL SCHLENOFF
DEPUTY DIRECTOR
OFFICE OF PURCHASING

MS: br

ENCL: (1) STAFF SUMMARY
(2) DISCLOSURE STATEMENT
(3) RESOLUTION
(4) BID SUMMARY
(5) BID PROPOSAL
(6) RECOMMENDATION OF AWARD
(7) BLANKET PURCHASE ORDER



FORMAL SEALED BID PROPOSAL

	STATE OF NEW YORK		BID NUMBER 9844-11063-207
	COUNTY OF NASSAU BIDS WILL BE RECEIVED AND OPENED AT OFFICE OF PURCHASING, 1 WEST STREET, NORTH ENTRANCE, MINEOLA, NEW YORK 11501 OFFICE HOURS 9 AM – NOON & 1 PM – 4:45 PM		Dated: 10/24/2013
			BID OPENING DATE 11/06/2013 11:00 A.M. E.S.T.
BUYER Mary Hoeflinger		TELEPHONE (516) 571-3820	REQUISITION NUMBER N/A

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

BID TITLE ENVIRONMENTAL SYSTEM SERVICES

- ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED

THE UNDERSIGNED BIDDER AFFIRMS AND DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE ADVERTISED INVITATION FOR BIDS, THE BID TERMS AND CONDITIONS, AND DETAILED SPECIFICATIONS, AND CERTIFIES THAT THIS BID IS SIGNED WITH FULL KNOWLEDGE AND ACCEPTANCE OF ALL THE PROVISIONS THEREOF AND OFFERS AND AGREES, IF THIS BID IS ACCEPTED WITHIN NINETY (90) DAYS FROM THE BID OPENING DATE TO FURNISH ANY OR ALL THE ITEMS UPON WHICH PRICES ARE HEREINAFTER QUOTED IN THE QUANTITY AND AT THE PRICES BID.

CASH DISCOUNT OF _____ PERCENT WILL BE ALLOWED FOR PROMPT PAYMENT WITHIN 20 BUSINESS DAYS.

THE BIDDER CERTIFIES THAT: (A) THE BID HAS BEEN ARRIVED AT BY THE BIDDER INDEPENDENTLY AND HAS BEEN SUBMITTED WITHOUT COLLUSION WITH ANY OTHER VENDOR OF MATERIALS, SUPPLIES OR EQUIPMENT OF THE TYPE DESCRIBED IN INVITATION FOR BIDS, AND (B) THE CONTENTS OF THE BID HAVE NOT BEEN COMMUNICATED BY THE BIDDER, NOR, TO ITS BEST KNOWLEDGE AND BELIEF, BY ANY OF ITS EMPLOYEES OR AGENTS, TO ANY PERSON NOT AN EMPLOYEE OR AGENT OF BIDDER OR ITS SURETY ON ANY BOND FURNISHED HERewith PRIOR TO OFFICIAL OPENING OF THE BID.

DELIVERY MADE TO:
NASSAU COUNTY CORRECTIONAL CENTER
CARMEN AVENUE
EAST MEADOW, NY 11554

GUARANTEED DELIVERY DATE

DAYS AFTER RECEIPT OF ORDER

EMPLOYERS FEDERAL TAX ID NUMBER

TOLL FREE TELEPHONE NUMBER:

BIDS MUST BE SIGNED BY PROPRIETOR, PARTNER OR OFFICER AUTHORIZED TO SIGN FOR CORPORATION

NAME OF BIDDER <u>HVAC, INC</u>			
ADDRESS <u>681 Grand Blvd Suite 7</u>			
CITY <u>Deer Park</u>	STATE <u>NY</u>	ZIP CODE <u>11729</u>	TELEPHONE <u>631-243-4300</u>
SIGNATURE OF AUTHORIZED INDIVIDUAL <u>Gusma Surhapwatana</u>		PRINT OR TYPE NAME OF SIGNER AND TITLE <u>Gusma Surhapwatana</u>	

IN EXECUTING THIS BID, THE BIDDER WARRANTS THAT THE PRICES SUBMITTED HEREIN ARE NOT HIGHER THAN THOSE OFFERED TO ANY GOVERNMENTAL OR COMMERCIAL CONSUMER FOR LIKE DELIVERIES. THE PRICES HEREIN SHOULD NOT INCLUDE ANY FEDERAL EXCISE TAXES OR SALES TAXES IMPOSED BY ANY STATE OR MUNICIPAL GOVERNMENT. SUCH TAXES, IF INCLUDED, MUST BE DEDUCTED BY THE BIDDER WHEN SUBMITTING BID. BIDDERS ARE REQUESTED TO ALSO READ THE TERMS AND CONDITIONS.

BID TERMS AND CONDITIONS

1. Bids on equipment must be on standard new equipment, latest model, except as otherwise specifically stated in proposal or detailed specification. Where any part of nominal appurtenances of equipment is not described, it shall be understood that all equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.
2. Bids on materials and supplies must be for new items except as otherwise specifically stated in bid or detailed specifications.
3. Bidder declares that the bid is made without any connection with any other Bidder, submitting a bid for the same items, and is in all respects fair and without collusion or fraud.

4. PRICES The provisions of the New York State Fair Trade Law (Federal-Crawford Act) and the federal price discrimination law (Robinson-Patman Act) do not apply to purchases made by the County.
5. SURETY In the event that an award is made hereunder, The Director of Purchase reserves the right to request successful bidders to post, within one week, security for faithful performance, with the understanding that the whole or any part thereof may be used by the County of Nassau to supply any deficiency that may arise from any default on the part of the Bidder. Such security must meet all the requirements of the County Attorney and be approved by the County Attorney.

6. **SAMPLES** Samples, when required, must be submitted strictly in accordance with instructions; otherwise bid may not be considered. If samples are requested subsequent to bid opening they shall be delivered within five (5) days of the request for bid to have consideration. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating if the Bidder desires their return; also specifying the address to which they are to be returned, provided they have not been used or made useless by tests. Award samples may be held for comparison with deliveries. Samples will be returned at the Bidders risk and expense.
7. **Award** The Director, Office of Purchasing reserves the right before making award to make investigations as to whether or not the items, qualifications or facilities offered by the Bidder meet the requirements set forth herein and are sample and sufficient to insure the proper performance in the event of award. The Bidder must be prepared, if requested by the Director, to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery and capacity of the manufacturer for the production and distribution of the material on which he is bidding. Upon request of the Director, successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bids are not complied with or that articles or equipment proposed to be furnished do not meet the requirements called for, or that the qualification, financial standing or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the Director to make any examinations before award; and it is further understood that, if such examination is made, it in no way relieves the Bidder from fulfilling all requirements and conditions of the bid.
8. **Awards** will be made to the lowest responsible Bidder. Cash discounts will not be a factor in determining awards, except in tie bids. Consideration will be given to the reliability of the Bidder, the quantities of the materials, equipment or supplies to be furnished, their conformity with the specifications, the purpose for which required and the terms of delivery.
9. The Director reserves the right to reject and all bids in whole or in part and to waive technical defects, irregularities and omissions if in his judgment the best interests of the County will be served.
10. Unless otherwise indicated herein, the Director reserves the right to make award by items, by classes, by group of items, or as a whole.
11. **DELIVERIES** Upon failure of the Vendor to deliver within the time specified, or within reasonable time as interpreted by the Director, or failure to make replacement of rejected articles, when so requested immediately or as directed by the Director, the Director may purchase from other sources to take the place of the item rejected or not delivered. The Director reserves the right to authorize immediate purchase from other sources against rejections on any order when necessary. On all such purchases the Vendor agrees to promptly reimburse the County for excess cost occasioned by such purchases. Should the cost be less, the Vendor shall have no claim to the difference. Such purchases will be deducted from order quantity.
12. An order may be canceled at the Vendors expense upon nonperformance. Failure of the Vendor to furnish additional surety within ten (10) days from date of requested shall be sufficient cause for the cancellation of the order.
13. When in the determination of the Director, the articles or equipment delivered fail to meet County specifications or, if in the determination of the Director, the Vendor consistently fails to deliver as ordered, the Director reserves the right, to cancel the order and purchase the balance from other sources at Vendor expense.
14. **Delivery** must be made as ordered and in accordance with the bid. If delivery instructions do not appear on order. It will be interpreted to mean prompt delivery. The decision of the Director as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the Vendor.
15. The County Agencies will not schedule any deliveries for Saturdays, Sundays or Legal Holiday, except commodities required for daily consumption or where the delivery is an emergency, a replacement, or is overdue, in which event the convenience of the Agency will govern.
16. Supplies shall be securely and properly packed for shipment, according to accepted commercial practice, without extra charge for packing cases, reels, bailing or sacks, the containers to remain the property of the agency unless definitely stated otherwise in the bid.
17. The Vendor shall be responsible for delivery of supplies in good condition at point of destination. The Vendor shall file all claims with carrier for breakage, imperfections and other losses, which will be deducted from invoices. The receiving Agency will note for the benefit of Vendor when packages are not received in good conditions.
18. All supplies which are customarily labeled or identified must have securely affixed thereon the original un-mutilated label or marking of the manufacturer.
19. **Billings** for deliveries must be rendered on County claim forms.
20. Furniture, machines, and other equipment must be delivered, installed and set in place as directed, ready for use unless otherwise specified.
21. Deliveries are subject to reweighing at destination by the County and payment will be made on the basis of materials delivered. Normal shrinkage will be allowed in such instances where shrinkage is possible. Short weight shall be sufficient cause for cancellation of order at Vendors expense.
22. **GUARANTEES BY BIDDER** Bidder hereby guarantees: (a) To save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance hereof of which the Bidder is not the Patentee, assignee or licensee, and to defend any action brought against the County in the name of the County and under the direction of the County Attorney at the sole cost of the Bidder or in the sole option of the Director to pay the cost of such defense to the County. (b) His products against defective material or workmanship and to repair any damages or marring occasioned in transit.
 - (c) To furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workmen are responsible, to the building or equipment, to this own work or the work of other Vendors, or in the opinion of the Director to pay for the same by deductions in payments due under this contract.
 - (d) To pay for all permits, licenses and fees and give all notices and comply with all laws ordinances, rules and regulations of the city, village or town in which the installation his to be made, and of the County of Nassau and the State of New York.
 - (e) To carry proper insurance in the opinion of the Director, and approved by the County Attorney to protect the County from loss in case of accident, fire and theft.
 - (f) That he will keep himself fully informed, of all municipal ordinances and regulations, state and national laws in any manner affecting the work or goods herein specified, and any extra work contracted for by him, and shall at all times observe and comply with said ordinances, laws and regulations, including all provisions of the Workmen Compensation and Labor Laws, and shall indemnify and save harmless the County of Nassau and the Nassau County Legislature from loss and liability upon any and all Claims on account of any physical injury to persons, including death, or damage to property and from all cost and expenses in suits which may be brought against the same on account of such injuries irrespective of the actual cost of the same and irrespective of whether the same shall have been due to the negligence of the Bidder or his agents.
 - (g) That the items furnished shall conform to all the provisions of the bid and this warranty shall survive acceptance, or use of any material so furnished.
 - (h) That all deliveries will not be inferior to the accepted bid sample.
23. **LABOR LAWS and ANTIDISCRIMINATION.** Upon the vendor acceptance hereof, the vendor agrees to comply with Article IX, Section 2 C of the Constitution of the State of New York, Section 220 220a, 220b, 220d, 220e and 230 of the Labor Law, Section 5 and 12 of the Lien Law, Article 2 of the Uniform Commercial Code, Sections 108 and 109 as well as Article 18 of the General Municipal Law, Section 2218 of the County Government Law of Nassau County, Section 224.2 of the Nassau County Administrative Code, the provisions of the anti-Discrimination Order of Nassau County, and the vendor shall keep himself fully informed of all additional municipal ordinances and regulations, State and National Laws in any manner affecting this order and the goods or services delivered or rendered or to be delivered or rendered there under, and shall at all times observe and comply with said ordinances, laws and regulations at his sole cost and expense.
24. **ASSIGNMENT.** The contractor is hereby prohibited from assigned, transferring, conveying, subletting or otherwise disposing of this contract or his right, title, or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract.
25. The County of Nassau will not be responsible nor liable for any shipment or delivery of any materials, supplies, or equipment without it's express written instructions or valid Purchase Order.
26. No agreements, changes, modifications or alterations shall be deemed effective nor shall the same be binding upon the County unless in writing and signed by the Director, Office of Purchasing or his duly designated representative.

Director, Office of Purchasing

DISCLOSURE STATEMENT

THE NASSAU COUNTY LEGISLATURE REQUIRES THE FOLLOWING INFORMATION PRIOR TO CONSIDERATION FOR AN AWARD.

Bidders Name: HVAC, INC.

Address: 681 Grand Blvd, Suite 7 Deer park, NY 11729

Telephone No:

Fax No:

1. State Whether: A Corporation Corporation
Individual _____
Partnership _____

GUIDELINES FOR DISCLOSURE

THE NASSAU COUNTY LEGISLATURE REQUIRES THE NAMES AND HOME* ADDRESSES OF ALL PRINCIPALS. DISCLOSURE MUST BE PROVIDED AS INDICATED BY TYPE OF OWNERSHIP. (PLEASE LIST ALL REQUIRED INFORMATION ON A SEPARATE SHEET AND ATTACH TO BID.)

- 1) Sole Proprietorship/Individual. The Name and Home Address of the Sole Proprietorship/Individual.
- 2) Closely Held Corporation. The Name and Home Addresses of all Shareholders, Officers and Directors.
- 3) Publicly Traded Corporation. Only the page(s) of the SEC FORM 10-K setting forth the name of all officers and directors.
- 4) Not for Profit Corporation. The Names and Home Addresses of all members, Officer and Directors.
- 5) Partnership. The Names and Home Address of all General and Limited Partners.
- 6) Limited Liability Company. The Names and Home Addresses of all Members.
- 7) Limited Liability Partnership. The Name and Home Addresses of all Members.
- 8) Joint Venture. The Names and Home Addresses of all Joint Ventures.

NOTE: IF ANY ENTITY IS TIERED, YOU MUST ALSO LIST ALL INDIVIDUAL PRINCIPALS OF THE TIERED ENTITY.
*IN THE CASE OF PUBLICLY TRADED CORPORATIONS THE SEC FORM 10K SUFFICES AND HOME ADDRESSES ARE NOT NECESSARY.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE

John Subhewat
BIDDER

President
TITLE

QUALIFICATION STATEMENT

BIDDER'S NAME:

HUAC, INC.

ADDRESS:

681 Grand Blvd Suite 7, Deer Park, NY 11729

1. STATE WHETHER: CORPORATION ☒ INDIVIDUAL ☐ PARTNERSHIP ☐

2. IF A CORPORATION OR PARTNERSHIP LIST NAME(S) AND ADDRESS(S) OF OFFICER(S) OR MEMBER(S)

PRESIDENT
Gusuma Sukhapiwatana,
VICE PRESIDENT



SECRETARY

TREASURER

3. HAVE YOU FILED A QUALIFICATION STATEMENT WITH THE COUNTY OF NASSAU? yes
IF SO WHEN?

1 year

4. HOW MANY YEARS HAS YOUR ORGANIZATION BEEN IN BUSINESS UNDER YOUR PRESENT NAME? 20 years

5. HAVE YOU, OR YOUR FIRM, EVER FAILED TO COMPLETE ANY WORK AWARDED TO YOU?
IF SO, WHERE AND WHY?

NO

6. IN WHAT OTHER LINES OF BUSINESS ARE YOU OR YOUR FIRM INTERESTED? None

7. WHAT IS THE EXPERIENCE OF THE PRINCIPAL INDIVIDUALS OF YOUR ORGANIZATION RELATING TO THE SUBJECT OF THIS BID?

INDIVIDUALS NAME	PRESENT POSITION	YEARS OF EXPERIENCE	MAGNITUDE AND TYPE OF WORK	IN WHAT CAPACITY
Gusuma Sukhapiwatana	President	20 yrs	HUAC	CEO

8. IN WHAT MANNER HAVE YOU INSPECTED THIS PROPOSED WORK? EXPLAIN IN DETAIL

We Have Had Local 25 Men for 10 years

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE

Gusuma Sukhapiwatana
BIDDER

President
TITLE

9. THE CONTRACT, IF AWARDED TO YOU OR YOUR FIRM, WILL HAVE THE PERSONAL SUPERVISION OF WHOM? GIVE NAME AND PRESENT POSITION

James Gerardi, COO

10. BIDDERS ARE REQUIRED TO COMPLETE THIS FORM PROVIDING THREE (3) REFERENCES OF PAST PERFORMANCE. REFERENCES SHOULD INVOLVE PROJECTS AND/OR SERVICE SITUATIONS OF SIMILAR SIZE AND SCOPE TO THIS BID. REFERENCES MUST HAVE HAD DEALING WITH THE BIDDER WITHIN THE LAST THIRTY-SIX (36) MONTHS. THE COUNTY RESERVES THE RIGHT TO CONTACT ANY OR ALL OF THE REFERENCES SUPPLIED FOR AN EVALUATION OF PAST PERFORMANCE IN ORDER TO ESTABLISH THE RESPONSIBILITY OF THE BIDDER BEFORE THE ACTUAL AWARD OF THE BID AND/OR CONTRACT. COMPLETION OF THE REFERENCE FORM IS REQUIRED.

NASSAU COUNTY (AND ANY OF ITS AGENCIES) MAY BE LISTED AS AN ADDITIONAL REFERENCE, BUT MAY NOT BE SUBSTITUTED FOR ANY OF THE THREE REQUIRED REFERENCES.

1. REFERENCE'S NAME:

Eastport South Manor CSD

ADDRESS:

149 Dayton Ave

Manorville, NY 11949

TELEPHONE:

631-874-6533

CONTACT PERSON

MR. Ron Ryan

CONTRACT DATE:

ON Going

2. REFERENCE'S NAME:

Middle Country CSD

ADDRESS:

8 43RD ST

Centereach, NY 11720

TELEPHONE:

631-285-8830

CONTACT PERSON

MR Frank Fiorino

CONTRACT DATE:

ON Going

3. REFERENCE'S NAME:

Uniondale UFSID

ADDRESS:

933 Goodrich St

Uniondale, NY 11553

TELEPHONE:

516-560-8815

CONTACT PERSON

John Labaree

CONTRACT DATE:

ON Going

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE

Jesha Subbapavat

BIDDER

president

TITLE

USE SEPARATE PAGE IF ADDITIONAL SPACE IS NEEDED.

I certify that all the statements contained in this document are true, complete and correct to the best of my knowledge and belief and are made in good faith, including data contained in the Organization's Relevant Experience. A false certification or failure to disclose information shall be grounds for disqualification or termination of any award.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE

James Subharpant
BIDDER

President
TITLE

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 by such title and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

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

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

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

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

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

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

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

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

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

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

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE

Jusen Suklapwat
BIDDER

president
TITLE

**OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK**

FORMAL SEALED BID PROPOSAL

(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 therefore 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.

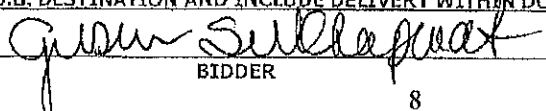
The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

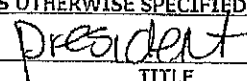
As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

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,

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COUNTY OF NASSAU STATE OF NEW YORK**

FORMAL SEALED BID PROPOSAL

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 Best Efforts with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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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.

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FORMAL SEALED BID PROPOSAL

INDEMNIFICATION:

Contractor agrees to indemnify and hold harmless County and its agents, officers and employees, from and against any and all losses, costs, expenses (including attorneys' fees and disbursements), damages and liabilities, arising out of or in connection with any acts or omissions of Contractor, its officers, agents or employees, provided, however, that Contractor shall not be responsible for that portion, if any, of a loss that is caused by the negligence of the County; and provided, further, that Contractor shall not be liable for consequential, indirect or special damages. Contractor shall, at County's demand and at County's direction, defend at its own risk and expense any and all suits, actions or legal proceedings which may be brought against County, its agents, officers or employees in connection with a loss for which Contractor is responsible under this paragraph.

DEFINITIONS:

- The term "County" as used herein, shall be deemed as reference to the County of Nassau, State of New York.
- The term "Contractor" as used herein, shall be deemed as reference to the successful bidder, vendor, proprietor, partnership, or corporation receiving an award to perform any or all of the services specified herein in accordance with the terms of this agreement.
- The term "agency" as used herein, shall be deemed as the department, division, bureau, office, agency or other Nassau County establishment authorized to receive the service specified herein.
- The term "Director" as used herein, shall be deemed as reference to the Director of the Office of Purchasing.
- The term "Blanket Order" as used herein, shall be deemed as the multiple use pricing agreement as a result of this bid.
- The term "Purchase Order" as used herein, shall be deemed as the single use pricing agreement as a result of this bid.
- The term "complete" as written in this bid must include all equipment, delivery and installation of same in its entirety, as listed in the contract documents, and is to include all supervision, labor, materials, plant equipment, transportation, testing, (if required) incidentals, and other facilities as necessary and/or required to execute all the work as herein specified, or as incidentally required to provide a complete operating installation.

NOTE: INSERT FEDERAL IDENTIFICATION NUMBER IN SPACE PROVIDED ON PAGE 1.

IMPORTANT

PRICE MUST BE INSERTED WITH TYPEWRITER OR INK. BIDS MUST BE SIGNED IN INK. TO ASSURE OFFER REACHING IN TIME, **YOU ARE URGED TO MAIL YOUR FORMAL SEALED BID EARLY. THIS FORMAL SEALED BID MUST REACH OUR OFFICE BY 11:00 A.M.** LATE FORMAL SEALED BIDS WILL NOT BE ACCEPTED.

All proposals and bid documents submitted in response **must** include a completed copy of the County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form. Additionally, if the bidder – prospective vendor – utilizes the services of any individual or organization for the purposes of conducting lobbying activities, the proposal **must** also include the Lobbyist Registration and Disclosure Form, completed by that individual/organization.

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Page 1 of 4

COUNTY OF NASSAU

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

1. Name of the Entity: HVAC, INC

Address: 681 Grand Blvd, Suite 7

City, State and Zip Code: Deer Park, NY 11729

2. Entity's Vendor Identification Number: 11-3266966

3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture
☐ Ltd. Liability Co ☐ Closely Held Corp Corporation Other (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):

Gusuma Sukhapiwatana - President

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.

Gusuma Sukhapiwatana - President

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President
TITLE

Page 2 of 4

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.

N/A

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). 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, or to otherwise engage in lobbying as the term is defined herein. 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.

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

N/A

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Page 3 of 4

(b) Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete description of lobbying activities.

N/A

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

N/A

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

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

Dated: 12/10/2015

Signed: Gusma Sukhapwale

Print Name: GUSMA SUKHAPWALE

Title: President

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Page 4 of 4:

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.

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Page 1 of 4

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name 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; or to otherwise engage in lobbying activities as the term is defined herein. 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.

N/A

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

N/A

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

N/A

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TITLE

Page 2 of 4

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

N/A

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

N/A

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Page 3 of 4

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.

Dated: 12/10/2015

Signed: [Signature]
Print Name: GOSOMA SUKHAPWATANE
Title: President

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[Signature]
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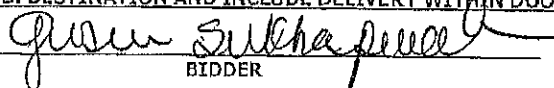
Page 4 of 4:

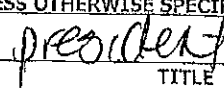
The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, 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.

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Business History Form

In addition to the submission of bids/proposals, as applicable, each bidder/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 bid/proposal.

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

Date: 12/10/2015

1) Bidder's/Proposer's Legal Name: HVAC, INC

2) Address of Place of Business: 681 Grand Blvd Suite 7 Deerpark, NY 11729

List all other business addresses used within last five years:

N/A
3) Mailing Address (if different): Same AS Above

Phone: 631-243-3400

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: —

5) Federal I.D. Number: 11-3266966

6) The bidder/proposer is a (check one): ☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☐ Other (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business?
Yes ☐ No ☒ If Yes, please provide details: _____

8) Does this business control one or more other businesses? Yes ☐ No ☒ If Yes, please provide details: _____

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ☐ No ☒ If Yes, provide details: _____

10) Has the bidder/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). _____

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11) Has the bidder/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. _____

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. _____

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? 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, 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? 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? No ☒ Yes ___ If Yes, provide details for each such occurrence. _____

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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? No ☒ Yes ☐; If Yes, provide details for each such instance. _____

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? No ☒ Yes ☐ 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. _____

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:

(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 as collection agent on behalf of Nassau County.

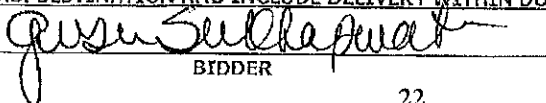
(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting as collection agent on behalf of Nassau County.

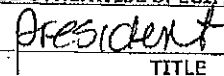
(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting as a collection agent on behalf of Nassau County.

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.

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Gregware, Daniel

From: Hoeflinger, Mary
Sent: Wednesday, January 20, 2016 4:18 PM
To: Gregware, Daniel
Subject: A4
Attachments: MX-M503N_20160120_165540.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

MX-M503N_20160120_165540.pdf;

*Supplemented response received 01/20/2016 DSG
(pg. 22)*

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? No ☒ Yes ☐; If Yes, provide details for each such instance.

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? No ☒ Yes ☐ 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.

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:

(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 as collection agent on behalf of Nassau County. **NONE**

(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 as collection agent on behalf of Nassau County. **NONE**

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting as a collection agent on behalf of Nassau County. **NONE**

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.

we will Enquire with Contracting Agency and/or County Legal Counsel if Any Issue Arise Pertaining to 17(a)(i)(ii)(iii) and will Abide By their determination to ensure that Conflict of Intrest would Not exist

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BIDDER SIGN HERE

Gurpreet Singh
BIDDER

President
TITLE

Attachments to Business History Form

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

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

Should the bidder/proposer be other than an individual, the bid/proposal should include:

- i) Date of formation;
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
- iii) Name, address and position of all officers and directors of the company;
- iv) State of incorporation (if applicable);
- v) The number of employees in the firm;
- vi) Annual revenue of firm;
- vii) Summary of relevant accomplishments
- viii) Copies of all state and local licenses and permits.

- B. Indicate number of years in business.

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

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

Company Eastport South Manor CSD

Contact Person MR Ron Ryan

Address 149 Dayton Ave

City/State Hanorville, NY 11949

Telephone 631-801-3047

Fax # 631-874-6783

E-Mail Address _____

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Juan S. Chaparro
BIDDER

TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL

Company Uniondale UFSD
Contact Person John Labare
Address 933 Goodrich St
City/State Uniondale, NY
Telephone 516-560-8815
Fax # 516-918-1014
E-Mail Address _____

Company Middle Country CSD
Contact Person Mr Frank Fiorino
Address 25 N. Bicycle Path STE B, Selden, NY 11784
City/State Selden, NY 11784
Telephone 631-285-8830
Fax # _____
E-Mail Address _____

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Julien Serkhapawa
BIDDER

President
TITLE

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/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Gusuma Sukhapiwatana, 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 County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; 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 questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this

10th day of December 2015

Notary Public

THERESA L. MORGAN
Notary Public State of New York
No. 01M06108504
Qualified in Suffolk County
Commission Expires April 10, 2016

Name of submitting business:

HVAC, INC.

By:

Gusuma Sukhapiwatana

Print name

Gusum Sukhapiwatana

Signature

President

Title

12, 10, 2015

Date

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BIDDER SIGN HERE

Gusum Sukhapiwatana

BIDDER

President

TITLE

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered and the 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/ PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name GUSUMA Sukhapawatana
Date of birth [REDACTED]
Home address [REDACTED]
City/state/zip [REDACTED]
Business address 681 Grand Blvd Suite 7
City/state/zip Deer park, NY 11729
Telephone 631-243-3400
Other present address(es) _____
City/state/zip _____
Telephone _____
List of other addresses and telephone numbers attached _____

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

President 05/10/95 Treasurer ____/____/____
Chairman of Board ____/____/____ Shareholder ____/____/____
Chief Exec. Officer ____/____/____ Secretary ____/____/____
Chief Financial Officer ____/____/____ Partner ____/____/____
Vice President ____/____/____
(Other) _____

3. Do you have an equity interest in the business submitting the questionnaire?
NO ____ YES ☒ 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? NO ☒ YES ____ 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? NO ☒ YES ____ 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? NO ☒ YES ____ If Yes, provide details.

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Gusuma Sukhapawatana
BIDDER

President
TITLE

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? NO ☒ YES ____ If Yes, provide details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO ☒ YES ____ If Yes, provide details for each such instance.
 - 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? NO ☒ YES ____ If Yes, provide details for each such instance.
 - 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? 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? 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.)
- 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 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? 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.
9. 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

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Jyoti Subhakar
BIDDER

President
TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL

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? NO ☒ YES ____ If Yes, provide details for each such investigation.

10. 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? NO ☒ YES ____ If Yes; provide details for each such investigation.
11. 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? NO ☒ YES ____ If Yes; provide details for each such instance.
12. 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? NO ☒ YES ____ If Yes, provide details for each such year.

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BIDDER SIGN HERE

James S. Chaparro
BIDDER

President
TITLE

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/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Gusoma Sukhapwatang, 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 County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; 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 questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 10th day of December 2015

[Signature]
Notary Public

HVAC, INC
Name of submitting business

Gusoma Sukhapwatang
Print name

[Signature]
Signature

President
Title

12/10/2015
Date

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Gusoma Sukhapwatang
BIDDER

President
TITLE

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Joel Sutcliff
BIDDER

President
TITLE

A-4-15

RULES RESOLUTION 2016

A RESOLUTION AUTHORIZING THE DIRECTOR OF NASSAU COUNTY OFFICE OF PURCHASING TO REQUEST OVERSIGHT OF A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF VARIOUS NASSAU COUNTY DEPARTMENTS AND HVAC INC.

WHEREAS, the County of Nassau on behalf of the NASSAU COUNTY OFFICE OF PURCHASING has received competitive bids #9844-11063-207 for ENVIRONMENTAL SYSTEM SERVICES for Various Nassau County Departments as more particularly described in the bid document; and

WHEREAS, the Director of Purchasing is representing to the Rules Committee that the firm, HVAC INC. submitted the lowest responsible bid and meets all specifications for the product described in the said contract as determined by the Director of the Office of Purchasing, and


WHEREAS, the Director is representing to the Rules Committee that the firm HVAC INC. has reached a level of spending requiring oversight by the Rules Committee as determined by the Director of the Office of Purchasing.

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the Director, Office of Purchasing to approve oversight of funding under a Blanket Purchase Order with HVAC INC.

COMMITMENT OF BID
OPENED: OCTOBER 6, 2013 AT 11 A.M.
BID NO: 9844-11063-207
REQ. NO: N/A
TITLE: ENVIRONMENTAL SYSTEM SERVICES

[illegible]

FORMAL SEALED BID PROPOSAL

	STATE OF NEW YORK		BID NUMBER 9844-11063-207
	COUNTY OF NASSAU		Dated: OCT. 24, 2013
	BIDS WILL BE RECEIVED AND OPENED AT OFFICE OF PURCHASING, 1 WEST STREET, NORTH ENTRANCE, MINEOLA, NEW YORK 11501 OFFICE HOURS 9 AM – NOON & 1 PM – 4:45 PM		BID OPENING DATE NOVEMBER 6, 2013 11:00 A.M. E.S.T.
BUYER FRAN FISHER		TELEPHONE 516-571-6679	REQUISITION NUMBER N/A

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

BID TITLE: ENVIRONMENTAL SYSTEM SERVICES

- ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED

THE UNDERSIGNED BIDDER AFFIRMS AND DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE ADVERTISED INVITATION FOR BIDS, THE BID TERMS AND CONDITIONS, AND DETAILED SPECIFICATIONS, AND CERTIFIES THAT THIS BID IS SIGNED WITH FULL KNOWLEDGE AND ACCEPTANCE OF ALL THE PROVISIONS THEREOF AND OFFERS AND AGREES, IF THIS BID IS ACCEPTED WITHIN NINETY (90) DAYS FROM THE BID OPENING DATE TO FURNISH ANY OR ALL THE ITEMS UPON WHICH PRICES ARE HEREINAFTER QUOTED IN THE QUANTITY AND AT THE PRICES BID.

CASH DISCOUNT OF _____ PERCENT WILL BE ALLOWED FOR PROMPT PAYMENT WITHIN 20 BUSINESS DAYS.

THE BIDDER CERTIFIES THAT: (A) THE BID HAS BEEN ARRIVED AT BY THE BIDDER INDEPENDENTLY AND HAS BEEN SUBMITTED WITHOUT COLLUSION WITH ANY OTHER VENDOR OF MATERIALS, SUPPLIES OR EQUIPMENT OF THE TYPE DESCRIBED IN INVITATION FOR BIDS, AND (B) THE CONTENTS OF THE BID HAVE NOT BEEN COMMUNICATED BY THE BIDDER, NOR, TO ITS BEST KNOWLEDGE AND BELIEF, BY ANY OF ITS EMPLOYEES OR AGENTS, TO ANY PERSON NOT AN EMPLOYEE OR AGENT OF BIDDER OR ITS SURETY ON ANY BOND FURNISHED HERewith PRIOR TO OFFICIAL OPENING OF THE BID.

DELIVERY MADE TO NASSAU COUNTY CORECTIONAL CENTER CARMEN AVENUE EAST MEADOW, NY 11554	GUARANTEED DELIVERY DATE 30 DAYS AFTER RECEIPT OF ORDER EMPLOYERS FEDERAL TAX ID NUMBER 11-3266966
--	---

TOLL FREE TELEPHONE NUMBER:

BIDS MUST BE SIGNED BY PROPRIETOR, PARTNER OR OFFICER AUTHORIZED TO SIGN FOR CORPORATION

NAME OF BIDDER HVAC INC.			
ADDRESS 681 GRAND BLVD SUITE 7			
CITY DEERPARK	STATE NY	ZIP CODE 11729	TELEPHONE (631) 243-4300
SIGNATURE OF AUTHORIZED INDIVIDUAL <i>Gusuma Sukhapiwantana</i>		PRINT OR TYPE NAME OF SIGNER AND TITLE GUSUMA SUKHAPIWANTANA, PRESIDENT.	

IN EXECUTING THIS BID, THE BIDDER WARRANTS THAT THE PRICES SUBMITTED HEREIN ARE NOT HIGHER THAN THOSE OFFERED TO ANY GOVERNMENTAL OR COMMERCIAL CONSUMER FOR LIKE DELIVERIES. THE PRICES HEREIN SHOULD NOT INCLUDE ANY FEDERAL EXCISE TAXES OR SALES TAXES IMPOSE BY ANY STATE OR MUNICIPAL GOVERNMENT. SUCH TAXES, IF INCLUDED, MUST BE DEDUCTED BY THE BIDDER WHEN SUBMITTING BID. BIDDERS ARE REQUESTED TO ALSO READ THE TERMS AND CONDITIONS.

BID TERMS AND CONDITIONS

1. Bids on equipment must be on standard new equipment, latest model, except as otherwise specifically stated in proposal or detailed specification. Where any part of nominal appurtenances of equipment is not described, it shall be understood that all equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.
2. Bids on materials and supplies must be for new items except as otherwise specifically stated in bid or detailed specifications.
3. Bidder declares that the bid is made without any connection with any other Bidder, submitting a bid for the same items, and is in all respects fair and without collusion or fraud.
4. PRICES The provisions of the New York State Fair Trade Law (Federal-Crawford Act) and the federal price discrimination law (Robinson-Patman Act) do not apply to purchases made by the County.
5. SURETY In the event that an award is made hereunder, The Director of Purchase reserves the right to request successful bidders to post, within one week, security for faithful performance, with the understanding that the whole or any part thereof may be used by the County of Nassau to supply any deficiency that may arise from any default on the part of the Bidder. Such security must meet all the requirements of the County Attorney and be approved by the County Attorney.

6. **SAMPLES** Samples, when required, must be submitted strictly in accordance with instructions; otherwise bid may not be considered. If samples are requested subsequent to bid opening they shall be delivered within five (5) days of the request for bid to have consideration. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating if the Bidder desires their return; also specifying the address to which they are to be returned, provided they have not been used or made useless by tests. Award samples may be held for comparison with deliveries. Samples will be returned at the Bidders risk and expense.
7. **Award** The Director, Office of Purchasing reserves the right before making award to make investigations as to whether or not the items, qualifications or facilities offered by the Bidder meet the requirements set forth herein and are sample and sufficient to insure the proper performance in the event of award. The Bidder must be prepared, if requested by the Director, to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery and capacity of the manufacturer for the production and distribution of the material on which he is bidding. Upon request of the Director, successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bids are not complied with or that articles or equipment proposed to be furnished do not meet the requirements called for, or that the qualification, financial standing or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the Director to make any examinations before award; and it is further understood that, if such examination is made, it in no way relieves the Bidder from fulfilling all requirements and conditions of the bid.
8. **Awards** will be made to the lowest responsible Bidder. Cash discounts will not be a factor in determining awards, except in tie bids. Consideration will be given to the reliability of the Bidder, the quantities of the materials, equipment or supplies to be furnished, their conformity with the specifications, the purpose for which required and the terms of delivery.
9. The Director reserves the right to reject and all bids in whole or in part and to waive technical defects, irregularities and omissions if in his judgment the best interests of the County will be served.
10. Unless otherwise indicated herein, the Director reserves the right to make award by items, by classes, by group of items, or as a whole.
11. **DELIVERIES** Upon failure of the Vendor to deliver within the time specified, or within reasonable time as interpreted by the Director, or failure to make replacement of rejected articles, when so requested immediately or as directed by the Director, the Director may purchase from other sources to take the place of the item rejected or not delivered. The Director reserves the right to authorize immediate purchase from other sources against rejections on any order when necessary. On all such purchases the Vendor agrees to promptly reimburse the County for excess cost occasioned by such purchases. Should the cost be less, the Vendor shall have no claim to the difference. Such purchases will be deducted from order quantity.
12. An order may be canceled at the Vendors expense upon nonperformance. Failure of the Vendor to furnish additional surety within ten (10) days from date of requested shall be sufficient cause for the cancellation of the order.
13. When in the determination of the Director, the articles or equipment delivered fail to meet County specifications or, if in the determination of the Director, the Vendor consistently fails to deliver as ordered, the Director reserves the right, to cancel the order and purchase the balance from other sources at Vendor expense.
14. Delivery must be made as ordered and in accordance with the bid. If delivery instructions do not appear on order. It will be interpreted to mean prompt delivery. The decision of the Director as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the Vendor.
15. The County Agencies will not schedule any deliveries for Saturdays, Sundays or Legal Holiday, except commodities required for daily consumption or where the delivery is an emergency, a replacement, or is overdue, in which event the convenience of the Agency will govern.
16. Supplies shall be securely and properly packed for shipment, according to accepted commercial practice, without extra charge for packing cases, reels, baling or sacks, the containers to remain the property of the agency unless definitely stated otherwise in the bid.
17. The Vendor shall be responsible for delivery of supplies in good condition at point of destination. The Vendor shall file all claims with carrier for breakage, imperfections and other losses, which will be deducted from invoices. The receiving Agency will note for the benefit of Vendor when packages are not received in good conditions.
18. All supplies which are customarily labeled or identified must have securely affixed thereto the original un-mutilated label or marking of the manufacturer.
19. Billings for deliveries must be rendered on County claim forms.
20. Furniture, machines, and other equipment must be delivered, installed and set in place as directed, ready for use unless otherwise specified.
21. Deliveries are subject to reweighing at destination by the County and payment will be made on the basis of materials delivered. Normal shrinkage will be allowed in such instances where shrinkage is possible. Short weight shall be sufficient cause for cancellation of order at Vendors expense.
22. **GURANTEES BY BIDDER** Bidder hereby guarantees: (a) To save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance hereof of which the Bidder is not the Patentee, assignee or licensee, and to defend any action brought against the County in the name of the County and under the direction of the County Attorney at the sole cost of the Bidder or in the sole option of the Director to pay the cost of such defense to the County. (b) His products against defective material or workmanship and to repair any damages or marring occasioned in transit.
 - (c) To furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workmen are responsible, to the building or equipment, to this own work or the work of other Vendors, or in the opinion of the Director to pay for the same by deductions in payments due under this contract.
 - (d) To pay for all permits, licenses and fees and give all notices and comply with all laws ordinances, rules and regulations of the city, village or town in which the installation is to be made, and of the County of Nassau and the State of New York.
 - (e) To carry proper insurance in the opinion of the Director, and approved by the County Attorney to protect the County from loss in case of accident, fire and theft.
 - (f) That he will keep himself fully informed, of all municipal ordinances and regulations, state and national laws in any manner affecting the work or goods herein specified, and any extra work contracted for by him, and shall at all times observe and comply with said ordinances, laws and regulations, including all provisions of the Workmen Compensation and Labor Laws, and shall indemnify and save harmless the County of Nassau and the Nassau County Legislature from loss and liability upon any and all Claims on account of any physical injury to persons, including death, or damage to property and from all cost and expenses in suits which may be brought against the same on account of such injuries irrespective of the actual cost of the same and irrespective of whether the same shall have been due to the negligence of the Bidder or his agents.
 - (g) That the items furnished shall conform to all the provisions of the bid and this warranty shall survive acceptance, or use of any material so furnished.
 - (h) That all deliveries will not be inferior to the accepted bid sample.
23. **LABOR LAWS and ANTIDISCRIMINATION.** Upon the vendor acceptance hereof, the vendor agrees to comply with Article IX, Section 2 C of the Constitution of the State of New York, Section 220 220a, 220b, 220d, 220e and 230 of the Labor Law, Section 5 and 12 of the Lien Law, Article 2 of the Uniform Commercial Code, Sections 108 and 109 as well as Article 18 of the General Municipal Law, Section 2218 of the County Government Law of Nassau County. Section 224.2 of the Nassau County Administrative Code, the provisions of the anti-Discrimination Order of Nassau County, and the vendor shall keep himself fully informed of all additional municipal ordinances and regulations, State and National Laws in any manner affecting this order and the goods or services delivered or rendered or to be delivered or rendered there under, and shall at all times observe and comply with said ordinances, laws and regulations at his sole cost and expense.
24. **ASSIGNMENT.** The contractor is hereby prohibited from assigned, transferring, conveying, subletting or otherwise disposing of this contract or his right, title, or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract.
25. The County of Nassau will not be responsible nor liable for any shipment or delivery of any materials, supplies, or equipment without its express written instructions or valid Purchase Order.
26. No agreements, changes, modifications or alterations shall be deemed effective nor shall the same be binding upon the County unless in writing and signed by the Director, Office of Purchasing or his duly designated representative.

Director, Office of Purchasing

DISCLOSURE STATEMENT

THE NASSAU COUNTY LEGISLATURE REQUIRES THE FOLLOWING INFORMATION PRIOR TO CONSIDERATION FOR AN AWARD.

Bidders Name: HVAC INC.

Address: 681 GRAND BLVD SUITE 7 DEER PARK NY 11729

Telephone No: (631) 243-4300

Fax No: (631) 243-4310

1. State Whether: A Corporation A CORPORATION

Individual _____

Partnership _____

GUIDELINES FOR DISCLOSURE

THE NASSAU COUNTY LEGISLATURE REQUIRES THE NAMES AND HOME* ADDRESSES OF ALL PRINCIPALS. DISCLOSURE MUST BE PROVIDED AS INDICATED BY TYPE OF OWNERSHIP. (PLEASE LIST ALL REQUIRED INFORMATION ON A SEPARATE SHEET AND ATTACH TO BID.)

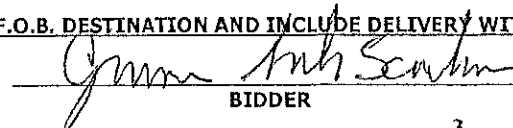
- 1) Sole Proprietorship/Individual. The Name and Home Address of the Sole Proprietorship/Individual.
- 2) Closely Held Corporation. The Name and Home Addresses of all Shareholders, Officers and Directors.
- 3) Publicly Traded Corporation. Only the page(s) of the SEC FORM 10-K setting forth the name of all officers and directors.
- 4) Not for Profit Corporation. The Names and Home Addresses of all members, Officer and Directors.
- 5) Partnership. The Names and Home Address of all General and Limited Partners.
- 6) Limited Liability Company. The Names and Home Addresses of all Members.
- 7) Limited Liability Partnership. The Name and Home Addresses of all Members.
- 8) Joint Venture. The Names and Home Addresses of all Joint Ventures.

NOTE: IF ANY ENTITY IS TIERED, YOU MUST ALSO LIST ALL INDIVIDUAL PRINCIPALS OF THE TIERED ENTITY.

*IN THE CASE OF PUBLICLY TRADED CORPORATIONS THE SEC FORM 10K SUFFICES AND HOME ADDRESSES ARE NOT NECESSARY.

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QUALIFICATION STATEMENT

BIDDER'S NAME: HVAC INC.

ADDRESS: 681 GRAND BLVD SUITE 7 DEER PARK NY

1. STATE WHETHER: CORPORATION X INDIVIDUAL _____ PARTNERSHIP _____

2. IF A CORPORATION OR PARTNERSHIP LIST NAME(S) AND ADDRESS(S) OF OFFICER(S) OR MEMBER(S)
PRESIDENT GUSUMA SUKHAPIWATANA [REDACTED]

VICE PRESIDENT _____

SECRETARY _____

TREASURER _____

3. HAVE YOU FILED A QUALIFICATION STATEMENT WITH THE COUNTY OF NASSAU? YES
IF SO WHEN? _____

4. HOW MANY YEARS HAS YOUR ORGANIZATION BEEN IN BUSINESS UNDER YOUR PRESENT NAME? 35

5. HAVE YOU, OR YOUR FIRM, EVER FAILED TO COMPLETE ANY WORK AWARDED TO YOU? NO
IF SO, WHERE AND WHY? _____

6. IN WHAT OTHER LINES OF BUSINESS ARE YOU OR YOUR FIRM INTERESTED? NONE

7. WHAT IS THE EXPERIENCE OF THE PRINCIPAL INDIVIDUALS OF YOUR ORGANIZATION RELATING TO THE SUBJECT OF THIS BID?

INDIVIDUALS NAME	PRESENT POSITION	YEARS OF EXPERIENCE	MAGNITUDE AND TYPE OF WORK	IN WHAT CAPACITY
G. SUKHAPIWATANA	MGR	35	HVAC	FOREMAN

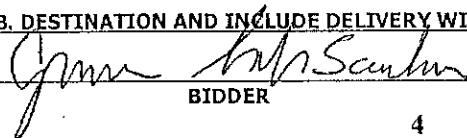
8. IN WHAT MANNER HAVE YOU INSPECTED THIS PROPOSED WORK? EXPLAIN IN DETAIL

HOLD CONTRACT FOR PREVIOUS YEAR

WE HAVE SERVICED BLDG

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9. THE CONTRACT, IF AWARDED TO YOU OR YOUR FIRM, WILL HAVE THE PERSONAL SUPERVISION OF WHOM? GIVE NAME AND PRESENT POSITION

JAMES GERARDI C.O.O.

10. BIDDERS ARE REQUIRED TO COMPLETE THIS FORM PROVIDING THREE (3) REFERENCES OF PAST PERFORMANCE. REFERENCES SHOULD INVOLVE PROJECTS AND/OR SERVICE SITUATIONS OF SIMILAR SIZE AND SCOPE TO THIS BID. REFERENCES MUST HAVE HAD DEALING WITH THE BIDDER WITHIN THE LAST THIRTY-SIX (36) MONTHS. THE COUNTY RESERVES THE RIGHT TO CONTACT ANY OR ALL OF THE REFERENCES SUPPLIED FOR AN EVALUATION OF PAST PERFORMANCE IN ORDER TO ESTABLISH THE RESPONSIBILITY OF THE BIDDER BEFORE THE ACTUAL AWARD OF THE BID AND/OR CONTRACT. COMPLETION OF THE REFERENCE FORM IS REQUIRED.

NASSAU COUNTY (AND ANY OF ITS AGENCIES) MAY BE LISTED AS AN ADDITIONAL REFERENCE, BUT MAY NOT BE SUBSTITUTED FOR ANY OF THE THREE REQUIRED REFERENCES.

1. REFERENCE'S NAME: WESTBURY CSD

ADDRESS: 2 HITCHCOCK LANE OLD WESTBURY NY

TELEPHONE: (516) 876-5703 CONTACT PERSON MIKE BATKIEWICZ

CONTRACT DATE: ON GOING

2. REFERENCE'S NAME: JOHNSON CONTROLS

ADDRESS: 66 AERIAL WAY SYOSSET NY

TELEPHONE: (516) 822-0490 CONTACT PERSON DAN HAFTEL

CONTRACT DATE: ON GOING

3. REFERENCE'S NAME: WEST ISLIP UFSD

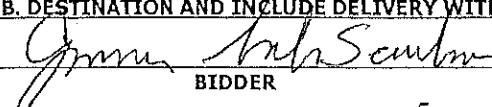
ADDRESS: CORNER OF BEACH AND SHERMAN AVE WEST ISLIP NY

TELEPHONE: (631) 893-3250 CONTACT PERSON J. BOSSE

CONTRACT DATE: ON GOING

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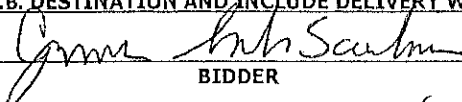
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USE SEPARATE PAGE IF ADDITIONAL SPACE IS NEEDED.

I certify that all the statements contained in this document are true, complete and correct to the best of my knowledge and belief and are made in good faith, including data contained in the Organization's Relevant Experience. A false certification or failure to disclose information shall be grounds for disqualification or termination of any award.

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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 by such title and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

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

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

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

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

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

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

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

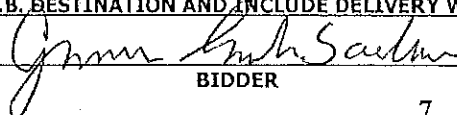
(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require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

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

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

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(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 therefore 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.

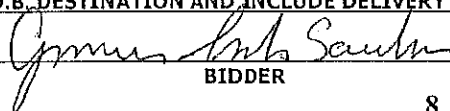
The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

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,

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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.

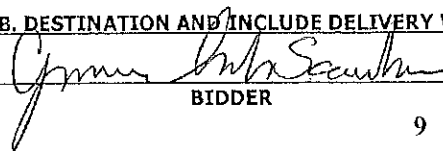
As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- 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 Best Efforts with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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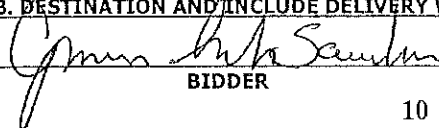
As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

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.

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INDEMNIFICATION:

Contractor agrees to indemnify and hold harmless County and its agents, officers and employees, from and against any and all losses, costs, expenses (including attorneys' fees and disbursements), damages and liabilities, arising out of or in connection with any acts or omissions of Contractor, its officers, agents or employees, provided, however, that Contractor shall not be responsible for that portion, if any, of a loss that is caused by the negligence of the County; and provided, further, that Contractor shall not be liable for consequential, indirect or special damages. Contractor shall, at County's demand and at County's direction, defend at its own risk and expense any and all suits, actions or legal proceedings which may be brought against County, its agents, officers or employees in connection with a loss for which Contractor is responsible under this paragraph.

DEFINITIONS:

- The term "County" as used herein, shall be deemed as reference to the County of Nassau, State of New York.
- The term "Contractor" as used herein, shall be deemed as reference to the successful bidder, vendor, proprietor, partnership, or corporation receiving an award to perform any or all of the services specified herein in accordance with the terms of this agreement.
- The term "agency" as used herein, shall be deemed as the department, division, bureau, office, agency or other Nassau County establishment authorized to receive the service specified herein.
- The term "Director" as used herein, shall be deemed as reference to the Director of the Office of Purchasing.
- The term "Blanket Order" as used herein, shall be deemed as the multiple use pricing agreement as a result of this bid.
- The term "Purchase Order" as used herein, shall be deemed as the single use pricing agreement as a result of this bid.
- The term "complete" as written in this bid must include all equipment, delivery and installation of same in its entirety, as listed in the contract documents, and is to include all supervision, labor, materials, plant equipment, transportation, testing, (if required) incidentals, and other facilities as necessary and/or required to execute all the work as herein specified, or as incidentally required to provide a complete operating installation.

NOTE: INSERT FEDERAL IDENTIFICATION NUMBER IN SPACE PROVIDED ON PAGE 1.

IMPORTANT

PRICE MUST BE INSERTED WITH TYPEWRITER OR INK. BIDS MUST BE SIGNED IN INK. TO ASSURE OFFER REACHING IN TIME, **YOU ARE URGED TO MAIL YOUR FORMAL SEALED BID EARLY. THIS FORMAL SEALED BID MUST REACH OUR OFFICE BY 11:00 A.M.** LATE FORMAL SEALED BIDS WILL NOT BE ACCEPTED.

PURPOSE: The purpose of this bid is to establish a price structure on which items and/or services will be made under Blanket Orders.

INTENT

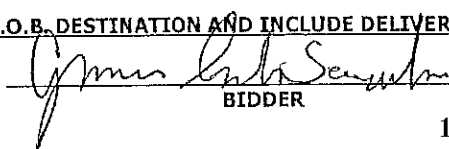
SCOPE: It is the INTENT of the County of Nassau to properly describe by these specifications, terms and conditions an adequate method of providing an ENVIRONMENTAL SYSTEMS service for the agency or agencies named herein in order that they may enjoy uninterrupted service in consideration for payment of the price bid.

AWARD: Award, if any, will be made to the lowest responsible bidder, who in the opinion of the Director of Purchasing, meets the specifications and qualifications stated herein. The Director of Purchasing reserves the right to make an award be items, groups, or classes of items or as a whole. Awards will be made in accordance with the terms and conditions attached hereto and made part hereof.

PERIOD COVERED: Shall be for one (1) year from the effective date. The County of Nassau reserves the right to extend the Blanket Order up to an additional four (4) year(s), at up to one (1) year options. However, the termination of the Blanket Order may be further extended up to two (2) months beyond the stated termination date. The maximum

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period of any Blanket Order as a result of this bid with renewal options applied shall be five (5) year(s), and if the further extension is applied, five (5) years and two (2) months.

ALL EXTENSIONS ARE SUBJECT UPON THE MUTUAL CONSENT OF BOTH PARTIES.

PAYMENT IN DETAIL: Billing shall be rendered in detail, listing parts and materials used, their prices and labor shown in hours and extended rates.

PAYMENT: A certified invoice, or a County claim form to which the invoice is attached, shall be submitted in arrears, directly to the using agency, supported by vouchers signed by agency personnel attesting to satisfactory completion of the required services as specified.

*******VENDOR CLAIM CERTIFICATION*******

If a claim voucher is not being submitted, the following certification MUST appear on the invoice:

I hereby certify that all items or services were delivered or rendered as set forth in this claim; that the prices charged are in accordance with referenced purchase order, delivery order or contract, that the claim is just, true and correct; that the balance stated herein is actually due and owing and has not been previously claimed; that no taxes from which the County is exempt are included; and that any amounts claimed for disbursements have actually and necessarily been made.

_____ Claimant Name	_____ Date
_____ By Signature	_____ Title

CLAIM VOUCHERS AND CERTIFIED INVOICES NOT PROPERLY COMPLETED WILL BE RETURNED TO YOU UNPAID.

Vendors may download claim form NIFS560 at the following URL:

<http://www.nassaucountyny.gov/agencies/Comptroller/Docs/PDF/ClaimVoucherFormBlank.pdf>

RETENTION OF BID: Vendor is required to make a copy of his completed bid document and applicable attachments. Any purchase orders issued against this bid will refer to the bid and attachments to designate items awarded.

METHOD OF BIDDING: Please submit unit price in the appropriate column.

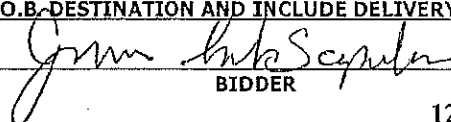
ADDITIONAL BIDS: The County reserves the right, for any un-contemplated additional requirements of extraordinary quantities of particular items to call for new bids, therefore, whenever in the opinion of the Director of the Office of Purchase it is in the best interests of the County of Nassau to do so.

PARTICIPATION BY POLITICAL SUBDIVISIONS: The successful vendor agrees that all political subdivisions of New York State and all other entities authorized by law to make such purchases may participate in any award under this bid. These Entities shall accept full responsibility for any payments due the successful bidder for their purchases hereunder.

TAX PROVISION: Purchases made by the County of Nassau are not subject to State, Local Sales Taxes or Federal Excise Taxes. Federal Exemption #A-109538 State Exemption #EX 7213062C. The County of Nassau is not subject to any Existing "Fair Trade Agreements" and bidders should be governed accordingly.

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INSURANCE AND WORKERS COMPENSATION: The successful bidder agrees to obtain from an insurance company, authorized to do business in the State of New York, and keep in force during the term of any agreement, a policy of Comprehensive and General Liability Insurance naming the Contractor as an Insured, and naming the County of Nassau as an additional insured, including but not limited to the torts and negligence of Contractor's personnel, with a combined minimum single limit of three million dollars (\$3,000,000.00) for bodily injury and property damage for any one occurrence at the Contractor's sole cost and expense.

The Contractor shall comply with all provisions of the Workers' Compensation Law and shall furnish a certificate showing evidence of current coverage.

GENERAL CONDITIONS:

All repairs to be made in accordance with the Occupational Safety and Health Administration safety requirements.

Contractor will furnish all labor, materials, transportation, tools, instrumentation, parts and accessories necessary to repair and restore the equipment to optimum operating condition.

All Contractor personnel assigned to any requirement of a contract established must be fully qualified and cognizant of the required and applicable electrical codes and safety requirements, and must adhere to them.

All parts supplied must match and inter-member without modification to the designated equipment, and must be in accordance with the specifications of the manufacturer of the part to be replaced.

Except as otherwise specified, all contract requirements will be performed at the site as required.

Any requirement to remove any part of the equipment or system(s), to the Contractor's shop, must be approved by an authorized agency representative. Nassau County shall supply all utilities which are available on location insofar as compatibility requirements permit.

All requirements performed by the Contractor will be subject to inspection and approval by an authorized designated representative of Nassau County.

Employees of the Contractor, while on service call, shall carry identification badges or cards and shall be instructed to submit same to scrutiny upon request of security or supervisory personnel of Nassau County.

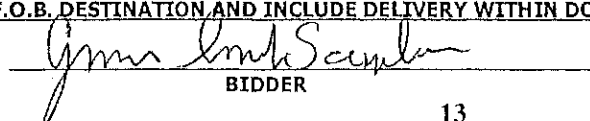
NON-ASSIGNMENT: In accordance with Section 138 of the State Finance Law, the contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of Nassau County and any attempts to assign the contract without the County's written consent are null and void.

FIRM PRICES Price shall remain firm for the first year of the Blanket Purchase Order and no upward escalation will be permitted. Thereafter, increases in labor and/or material(s) costs may be considered provided they are based on certified labor contracts, uncontrollable materials costs which can be verified in national publications or other increases auditable by the County of Nassau. The burden of proof for such increases shall be upon the Contractor and shall be formally directed to the Director of Purchasing. The decision as to whether or not such increases will be granted shall be made by the Director of Purchasing and shall be final. In the event an increase is not granted when requested, the Contractor may elect to continue at the bid prices or given written notice of termination, upon receipt of which the Blanket Purchase Order will be re-bid.

TERMINATION PREROGATIVE: The Director reserves the right to cancel the Blanket Order by giving not less than thirty (30) days written notice that, on or after a date therein specified, the contract shall be deemed terminated and cancelled.

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NON-COLLUSIVE BIDDING CERTIFICATION REQUIRED BY SECTION 139-D OF THE STATE FINANCE LAW

BY SUBMISSION OF THIS BID, BIDDER AND EACH PERSON SIGNING ON BEHALF OF BIDDER CERTIFIES, AND IN THE CASE OF A JOINT BID, EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OR PERJURY, THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF:

- [1] The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement for the purposes of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;
- [2] Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
- [3] No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A BID SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WITH [1], [2], [3] ABOVE HAVE NOT BEEN COMPLETE WITH; PROVIDED HOWEVER, THAT IF IN ANY CASE THE BIDDER(S) CANNOT MAKE THE FOREGOING CERTIFICATION, THE BIDDER SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE:

[AFFIX ADDENDUM TO THIS PAGE IF SPACE IS REQUIRED FOR STATEMENT]

Subscribed to under penalty of perjury under the laws of the State of New York,

this 5 day of NOVEMBER, 20 13 as the act and deed of said Corporation or Partnership.

Identifying Data:

Potential Contractor: HVAC INC.

Address: 681 GRAND BLVD SUITE 7

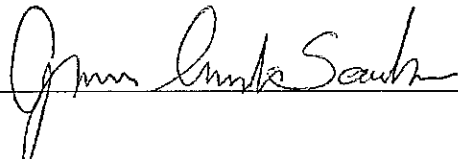

Street:

City, Town, etc: DEER PARK NY 11729

Telephone: (631) 243-4300 Title: PRESIDENT

If applicable, responsible Corporate Officer

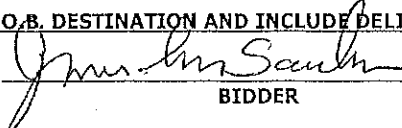
Name GUSUMA SUKHAPIWANTANA Title PRESIDENT

Signature:  

FAILURE TO COMPLETE THIS FORM AND SIGN IN APPROPRIATE PLACE SHALL RESULT IN AUTOMATIC REJECTION OF THE BID.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

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GENERAL INSTRUCTIONS: All bidders must adhere to the following conditions:

As per New York State Municipal Law 103, no exception can be taken to any material term and/or condition of this bid with the exception of any warranties as presented in this bid for the specific commodity or service required.

Any language in any proposal or document submitted by a bidder as part of their bid that is accepted by the County of Nassau cannot be in conflict with any material term and/or condition relevant to this bid with the exception of any warranties or the specifications of the commodity of service required by this bid. If there is any conflict between the bidder's terms and conditions and the terms and conditions of this bid, the terms and conditions of this bid shall govern.

Bidders must insert **FEDERAL IDENTIFICATION NUMBER** in the space provided on page one of this bid.

Late Formal Sealed Bids will NOT be accepted. Bidders are urged to mail bids early to assure delivery on time. Bids must be received by 11:00 A.M. on the bid opening date.

Prices **MUST** be inserted with **TYPEWRITER OR INK**. Entries with **WHITE OUT, CROSS-OUTS OR LIFT-OFF TAPE** **MUST** BE INITIALED or that entry will be disqualified.

Bidders should submit bid with unit price in the appropriate column on bid pages or forms attached hereto. In the event of a discrepancy between the unit price and the extension, the unit price shall govern. Bidders shall submit one (1) original bid document and all applicable attachments. Any order issued against this bid will refer to the bid and attachments to designate items awarded. Bidders agree that all, Direct Purchase Orders and/or Purchase Orders shall be effective and binding upon the Contractor when placed in the mail, addressed to the Contractor at the address shown on the Direct Purchase Order or the Purchase Order.

Bidders **MUST** state manufacturer's name and catalog number of each item bid.

ABSOLUTELY NO MINIMUM ORDERS shall be applied to this bid.

Purchases made by Nassau County are not subject to State or Local Sales Tax or Federal Excise Taxes.

Federal Exemption Number: A-109538 **State Exemption Number: EX 7213062C**

Inside (receiving dock) delivery is required on all orders.

The rights and obligations of the parties under this agreement shall be governed by the laws of the State of New York.

Bids are hereby solicited for the commodities and/or services specified herein which are to be delivered and/or performed at the locations indicated, and in strict accordance with all specifications, terms and conditions attached hereto and made part hereof.

Bid document must be signed by proprietor, partner or corporate officer.

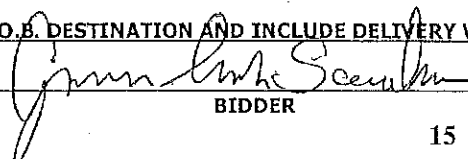
The clauses contained in these bid forms set forth the wishes of the County of Nassau in regard to the purchase and/or services required. However, the Director reserves the right to waive irregularities, omissions, or other technical defects if, in its judgment, the best interest of the County of Nassau will be served accordingly.

Bidders may take exception to paragraphs of the bid under a separate cover letter to be attached to this bid, indicating the specific bid page, paragraph and the exception(s). In any event, the decision of the Director will be final.

Qualification statement **MUST BE COMPLETED** and submitted with bid. See page 4 for further details

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DISCLAIMER

Any Blanket Purchase Order issued as a result of this bid will establish terms and conditions pursuant to which certain materials and/or services are to be supplied or performed, from time to time, for a specified period upon issuance by the County of Delivery Orders. The Blanket Purchase Order is non-exclusive and the County is not bound to purchase, and no materials are to be delivered or services performed without a Delivery Order. The County shall be under no obligation whatsoever to issue such Delivery Orders. The Blanket Purchase shall not apply in any way to items of material or service deemed by the County in its sole discretion to be extraordinary or involve any special conditions, quantities, circumstances or complexities.

NEW YORK STATE PRICES: Bidders must represent and warrant that if they are under contract with New York State for items specified herein, that the price quoted to the County is not higher than the price per unit quoted to New York State for like quantities.

VENDOR RESPONSIBILITY CRITERIA: The Director of Purchasing reserves the right before making an award to make investigations as to whether or not the qualifications, services, facilities or items offered by the bidder meet the requirements set forth herein and are ample and sufficient to ensure the proper performance in the event of an award. The bidder must be prepared, if requested by the Director of Purchasing, to present evidence of experience, ability, financial standing, as well as a statement as to plant, machinery, trained personnel and capacity for the rendition of the service on which the vendor is bidding. Upon request of the Director, the successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bid are not complied with or that the services or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications, financial standing, or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the Director to make any examinations before an award; and it is further understood that, if such examination is made, it in no way relieves the bidder from fulfilling all requirements and conditions of the bid.

IMPORTANT NOTE: The Director reserves the right to accept or reject any and all bids, or separable portions of offers, and waive technicalities, irregularities, and omissions if the Director determines the best interests of the County of Nassau will be served. The Director, in his sole discretion, may accept or reject illegible, incomplete or vague bids and his decision shall be final. A conditional or revocable bid which clearly communicates the terms or limitations of acceptance may be considered and contract award may be made in compliance with the bidder's conditional or revocable terms in the offer. Prior to award, the Director reserves the right to seek clarifications, request bid revisions, or to request any information deemed necessary for proper evaluation of bids from all bidders deemed to be eligible for contract award. Failure to provide requested information may result in rejection of the bid.

EVALUATION:

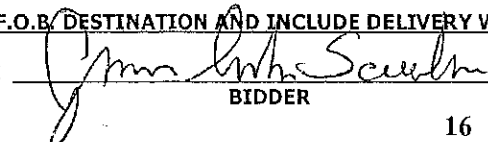
The Director of the Office of Purchasing (hereinafter known as the Director) reserves the right before making award to make investigations as to whether or not the items, qualifications, services or facilities offered by the Bidder meet the requirements set forth herein and are ample and sufficient to insure the proper performance in the event of an award. The Bidder must be prepared, if requested by the Director, to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery, trained personnel and capacity for the rendition of the service on which he is bidding. Upon request of the Director of Purchasing, successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bids are not complied with or that the services or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications, financial standing or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the Director to make any examinations before award; and it is further understood that, if such examination is made, it in no way relieves the Bidder from fulfilling all requirements and conditions of the bid.

NON PERFORMANCE

The Contractor agrees that in the event any of the services provided for under the terms of this contract should in any way be omitted or unsatisfactorily performed by the Contractor and/or his employees, the county shall so notify the contractor verbally and follow with a written notification of the deficient services for immediate correction. In the event

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the Contractor does not correct the deficient services after receipt of written notification, the Nassau County Department concerned will deduct a percentage based on the work not performed or performed unsatisfactorily from the Contractor's claim for the period covered. If the Contractor continues to omit or unsatisfactorily perform the required services, the County will arrange for the work to be done by another contractor and the cost of such work shall be deducted from any monies due or that may become due to the Contractor.

ACCESS CLAUSE: Contractor, including its satellites, offices and/or subcontractors, if any, shall maintain full and complete books and records of accounts pertaining to this agreement, in accordance with accepted accounting practices and such other records as may be reasonably prescribed by the County of Nassau. Such books and records shall at all times be available for audit and inspection by the completion of all the services described in this agreement. Contractor further agrees that if any provision of Section 952 of the Omnibus Reconciliation Act of 1980 (PL-96-499) is found by a body of competent jurisdiction to be applicable to this contract, the Contractor agrees that it will make available upon written request by the Secretary of Health and Human Services, or the Comptroller General of the General Accounting Office, or any of their duly authorized representatives, a copy of this contract and any executed amendments thereto documents which relate to the calculation of the charges stated in the contract and copies of service reports documenting services performed. Such records will be available in accordance with the above for the period of six (6) years after the furnishing of any of the services described in this contract.

Governing Law – 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.

Contractor shall retain complete and accurate records and documents related to this Agreement for six (6) years following the later of termination or final payment. Such records shall at all times be available for audit and inspection by the County.

NY STATE LABOR LAW

If any portion of work being Bid is subject to the prevailing wage rate provisions of the Labor Law, the following shall apply:

a. "Public Works" and "Building Services" - Definitions

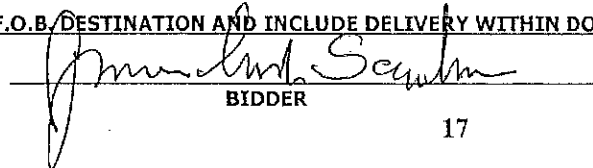
i. **Public Works** Labor Law Article 8 applies to county contracts for public improvements in which laborers, workers or mechanics are employed on a "public works" project (distinguished from public "procurement" or "service" contracts).

ii. **Building Services** Labor Law Article 9 applies to Contracts for building service work with the county, that: (i) involve the care or maintenance of an existing building, or (ii) involve the transportation of office furniture or equipment to or from such building, or (iii) involve the transportation and delivery of fossil fuel to such building, and (iv) the principal purpose of which is to furnish services through use of building service employees.

b. **Prevailing Wage Rate Applicable to Bid Submissions** A copy of the applicable prevailing wage rates to be paid or provided are annexed to the Bid Documents. Bidders must submit Bids which are based upon the prevailing hourly wages, and supplements in cash or equivalent benefits (i.e., fringe benefits and any cash or non-cash compensation which are not wages, as defined by law) that equal or exceed the applicable prevailing wage rate(s) for the location where the work is to be performed. Bidders may not submit Bids based upon hourly wage rates and supplements below the applicable prevailing wage rates as established by the New York State Department of Labor. Bids that fail to comply with this requirement will be disqualified. Information indicating that prevailing wages are not being paid on a public works project will be forwarded to the New York State Department of Labor for investigation. Willful violations of the prevailing wage provisions of the Labor Law may result in debarment from the bidding and award of public contracts.

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c. Wage Rate Payments / Changes During Contract Term The wages to be paid under any resulting Contract shall not be less than the prevailing rate of wages and supplements as set forth by law. It is required that the Contractor keep informed of all changes in the Prevailing Wage Rates during the Contract term that apply to the classes of individuals supplied by the Contractor on any projects resulting from this Contract, subject to the provisions of the Labor Law. Contractor is solely liable for and must pay such required prevailing wage adjustments during the Contract term as required by law.

d. Public Posting & Certified Payroll Records In compliance with Article 8, Section 220 of the New York State Labor Law:

i. Posting The Contractor must publicly post on the work site, in a prominent and accessible place, a legible schedule of the prevailing wage rates and supplements.

ii. Payroll Records Contractors and Subcontractors must keep original payrolls or transcripts subscribed and affirmed as true under the penalties of perjury as required by law. For public works contracts over \$25,000 where the Contractor maintains no regular place of business in New York State, such records must be kept at the work site. For building services contracts, such records must be kept at the work site while work is being performed.

iii. Submission of Certified Payroll Transcripts for Public Works Contracts Only Contractors and Subcontractors on public works projects must submit monthly payroll transcripts to the project manager for a public works project.

iv. Records Retention Contractors and Subcontractors must preserve copies of such certified transcripts for a period of three years from the date of completion of work on the awarded contract.

If this contract is for Building Service Work as defined in Article 9 of the Labor Law, State law prohibits other political subdivisions and districts within the County from making purchases pursuant to this agreement.

PRE BID SITE VISITS: The prospective suppliers, when bidding, represents and warrants that he has visited and knows the site(s) or premise(s) upon which the work, as described in these bid specifications, is to be performed hereunder and that he has informed himself of all existing conditions affecting the work and as to the work of other coming in conjunction with his work. Failure of the bidder to thoroughly acquaint himself with the site and local conditions shall not relieve him of his responsibility, and shall not entitle him to any claim for extras. Bidders may call Keith Sather at 516-572-3810 to arrange for an appointment to visit the site.

PARTS:

Charges for parts used to complete work under this contract are required to be itemized on invoices and may be summarized on claims. The part thus billed should be identified by manufacturer and manufacturer's part number. Such charges for parts will be as enumerated in the PRICING SCHEDULE section and all instructions must be complied with in order to receive payment.

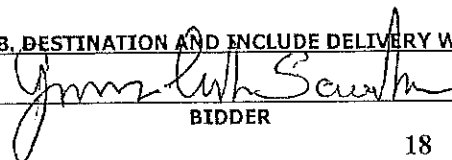
In any event, THIS CONTRACT MAY NOT BE USED TO PURCHASE PARTS ONLY

Vendor agrees, if requested, to provide the User Agency, the County Comptroller, or authorized representative of the Office of Purchasing with copies of such manufacturer's list prices.

The Cost Plus rate will be paid only when there is no manufacturer's list price, and when billing is accompanied by a written notice from the part manufacturer advising that it does not issue price lists or that the particular item(s) in question do not have a list price.

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Bidders (Contractors) are hereby advised that to insure and facilitate payment, the following information must accompany the contractor's claim:

Time sheet signed by authorized County personnel. Time sheets shall show travel time, if any, time of arrival, time of departure and hours worked.

Details of parts used

If parts used are regularly carried in stock and manufacturer's price lists are used to price repair invoices, the contractor should furnish a copy of the price list to the Office of Purchasing. If parts are purchased to complete the repair, photocopies of the invoices must be furnished with the claim. Compliance with the above is necessary in order to expedite payment.

Specifications

Contractor to perform environmental services for the Honeywell Graphic Central Environmental Control System located throughout NC Correctional Center. Additionally, pneumatic temperature control services shall be performed, as requested.

All service requests shall be responded to within Four (4) hours unless emergency service is specified. Contractor must be available to perform services as needed 24 hours a day, 7 days a week.

Contractor to provide additional training services onsite and training for all software upgrades & revisions for the Graphic Central System.

PLAN B (TIME AND MATERIALS) PRICING SCHEDULE:

LABOR BETWEEN THE HOURS OF 9:00 A.M. AND 5:00 P.M. MONDAY THROUGH FRIDAY:

B1) MINIMUM/CALL OUT CHARGE (IF ANY) (INCLUDES _____
\$ 0

B2) REGULAR HOURLY RATE at \$ 150.00 /hr.

B3) EACH ADDITIONAL QUARTER HOUR at \$ 37.50 /¼ hr.

B4) TRAVEL TIME (IF ANY) 0

B5) MILEAGE (IF ANY) 0

PARTS:

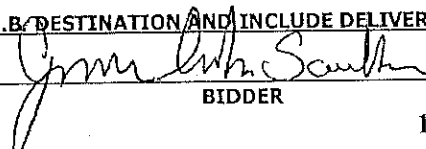
B6) MANUFACTURER'S LIST PRICE (MLP) LESS -10% %

B7) COST PLUS % +25% %

Vendor agrees, if requested, to provide the user department, the County Comptroller, or authorized representative of the Purchasing Department with copies of such manufacturer's

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TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
9844-11063-207

list price. The cost plus rate stated above will be paid only when there is no manufacturer's list price, and when billing is accompanied by a written notice from the part manufacturer advising that it does not issue price lists or that the particular item(s) in question do not have a list price.

WARRANTY PERIOD: On Service, Repair Rendered

PARTS: AS/MFG days

LABOR: 90 days

OVERTIME RATES: All other times (after 5:00 PM or before 9:00 AM Monday through Friday, or any time on Saturday or Sunday.

B8) MINIMUM CHARGE (IF ANY) \$ 0

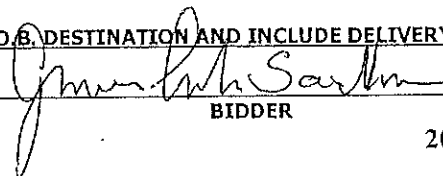
B9) REGULAR HOURLY RATE at \$ 225.00 /hr.

B10) EACH ADDITIONAL QUARTER HOUR at \$ 56.25 / $\frac{1}{4}$ hr.

RESPONSE TIME 4 HRS

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FORMAL BID RECOMMENDATION

BID NUMBER: 9844-11063-207

OPEN DATE: 11/6/13

TITLE: Environmental System Services

DATE:

TO: BUYER: GROUP: FROM: ADMINISTRATION

PLEASE REVIEW ATTACHED BID RESULT. NOTE YOUR RECOMMENDATION FOR AWARD. FORWARD THIS TRANSMITTAL SHEET TOGETHER WITH BID FILE. RETAIN REQUISITION.

Date: 11/6/13		Bid Results	
To: Supervisor	From: Buyer	All	HVAC Inc.
<p>List of recommended awards in accordance with the attached summary is shown in column at right. The reason for award to other than low bidder is indicated on the attached page.</p> <p><u>Lra Sub</u> Buyer</p>			
Date: _____			
To: Director	From: Supervisor		
<input type="checkbox"/>	<input type="checkbox"/>		
Concur	Disagree (See Reverse)		
Supervisor			
Date: 4/6/13			
To: Buyer	From: Director		
<input checked="" type="checkbox"/>	Approved for Award		
<input type="checkbox"/>	Hold award pending discussion		
<input type="checkbox"/>	Subject to Legislature Approval		
<u>[Signature]</u> Director			

BLANKET PURCHASE ORDER

BPO ID: BPNC13000320

PRINT DATE: 01/06/2016

PAGE: 01

TO CONTRACTOR:

113266966

HVAC INC.

681 GRAND BLVD

SUITE #7

DEER PARK

NY 11729-

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

PLEASE REFER ALL QUESTIONS

CONCERNING THIS ORDER TO:

FISHER, FRANCES XT 16679

(516) 571-6679

ITB ID	F.O.B. POINT	EXPIRATION DATE	EFFECTIVE DATE	DISCOUNT TERMS
	DESTINATION	12/31/2016	01/01/14	0% NET 30

TERMS:

 TITLE: ENVIRONMENTAL SYSTEM SERVICES

 AUTHORITY: AWARDED UNDER S/B # 9844-11063-207 AFTER PUBLISHED NOTICE

 REPLACES BPN100000439

 BUYER: FRAN FISHER

ITEM	COMMODITY ID	MAX QUANTITY	U/M	UNIT COST
1	910-36 HEATING, A/C, VENTILATION M/R		EA	150.0000

LABOR BETWEEN THE HOURS OF 9:00 AM AND 5:00 PM MON THRU FRIDAY:

REGULAR HOURLY RATE

MINIMUM CHARGE-----0

TRAVEL TIME/ MILEAGE: NONE

BLANKET PURCHASE ORDER

BPO ID: BPNC13000320 PRINT DATE: 01/06/2016 PAGE: 02

ITEM	COMMODITY ID	MAX QUANTITY	U/M	UNIT COST
2	910-36 HEATING, A/C, VENTILATION M/R		EA	37.5000
LABOR BETWEEN THE HOURS OF 9:00 AM AND 5:00 PM MON THRU FRIDAY: EACH ADDITIONAL QUARTER HOUR				
3	910-36 HEATING, A/C, VENTILATION M/R		EA	225.0000
OT RATES: ALL OTHER TIMES AFTER 5:00PM OR BEFORE 9AM MON THRU FRI, OR ANY TIME ON SAT OR SUN). REGULAR HR RATE MINIMUM CHARGE-----0				
4	910-36 HEATING, A/C, VENTILATION M/R		EA	56.2500
EACH ADDITIONAL 1/4 HR				
5	910-36 HEATING, A/C, VENTILATION M/R		EA	.0001
PARTS: MANUFACTURER'S LIST PRICE (MLP) LESS----10% COST PLUS%-----25%				
----- END OF ITEM LIST -----				

TERMS:

SPECS: PERFORM REQUESTED ENVIRONMENTAL SYSTEM SERVICES FOR THE
HONEYWELL GRAPHIC CENTRAL ENVIRONMENTAL CONTROL SYSTEM LOCATED
THROUGHOUT NCCC. ADDITIONALLY, PNEUMATIC TEMPERATURE CONTROL SER-
VICES SHALL BE PERFORMED, AS REQUESTED. ALL SERVICE SHALL BE RESPONDED
TO WITHIN 4 HRS UNLESS EMERGENCY SERVICE IS SPECIFIED.

CONTRACTOR'S RESPONSE TIME: 4 HRS.

CONTRACTOR TO PROVIDE ADDITIONAL TRAINING SERVICES ONSITE AND TRAINING
FOR ALL SPFTWARE UPGRADES & REVISIONS FOR GRAPHIC CENTRAL SYSTEM.

WARRANTY PERIOD: ON SERVICE, REPAIR, RENDERED

PARTS: AS MFG.

LABOR: 90 DAYS

<< CONTINUED, NEXT PAGE >>

BLANKET PURCHASE ORDER

BPO ID: BPNC13000320

PRINT DATE: 01/06/2016

PAGE: 03

The County of Nassau (hereinafter called the County) represented by the Director, Office of Purchasing (hereinafter called the Director), and the individual, partnership, joint venture or corporation named above (hereinafter called the contractor) mutually agree to perform this contract in strict accordance with the general provisions attached hereto and the specifications, terms and conditions contained herein.

AUTHORITY: AWARDED UNDER SEALED BID # 9844-11063-207 AFTER PUBLISHED notice.

WORK TO BE PERFORMED FOR: NC CORRECTIONS CENTER
CARMAN AVE
E MEADOW NY 11554
CONTACT: KEITH SATHER @ 516 572-3810

PERIOD COVERED: SHALL BE FOR ONE (1) YEAR FROM THE EFFECTIVE DATE WITH AN OPTION BY THE COUNTY OF NASSAU TO EXTEND THE BLANKET PURCHASE ORDER UP TO AN ADDITIONAL FOUR (4) YEAR(s), AT UP TO ONE (1) YEAR OPTIONS. HOWEVER, THE TERMINATION OF THIS CONTRACT MAY BE FURTHER EXTENDED UP TO TWO (2) MONTHS BEYOND THE TERMINATION DATE STATED HEREIN.

THE MAXIMUM PERIOD OF THIS CONTRACT WITH OPTIONS RENEWED SHALL BE FIVE YEARS, AND, IF THE FURTHER EXTENSION IS APPLIED, UP TO FIVE (5) YEARS AND TWO (2) MONTHS.

ALL EXTENSIONS ARE SUBJECT UPON THE MUTUAL CONSENT OF BOTH PARTIES.

TERMINATION: THE COUNTY RESERVES THE RIGHT TO CANCEL THIS BLANKET PURCHASE ORDER BY GIVING NOT LESS THAN THIRTY (30) DAYS WRITTEN NOTICE THAT, ON OR AFTER A DATE THEREIN SPECIFIED, THE CONTRACT SHALL BE DEEMED TERMINATED AND CANCELLED.

ALL PRICES, TERMS AND CONDITIONS OF THE AFOREMENTIONED BID SHALL APPLY TO THIS CONTRACT AND ANY AMENDMENTS THERETO.

PAYMENT: A CERTIFIED INVOICE, OR A COUNTY CLAIM FORM TO WHICH THE INVOICE IS ATTACHED, SHALL BE SUBMITTED IN ARREARS, DIRECTLY TO THE USING AGENCY, SUPPORTED BY VOUCHERS SIGNED BY AGENCY PERSONNEL ATTESTING TO THE SATISFACTORY COMPLETION OF THE REQUIRED SERVICES AS SPECIFIED.

* * * * * VENDOR CLAIM CERTIFICATION * * * * *
<< CONTINUED, NEXT PAGE >>

BLANKET PURCHASE ORDER

BPO ID: BPNC13000320

PRINT DATE: 01/06/2016

PAGE: 04

IF A CLAIM VOUCHER IS NOT BEING SUBMITTED, THE FOLLOWING CERTIFICATION MUST APPEAR ON THE INVOICE:

I HEREBY CERTIFY THAT ALL ITEMS OR SERVICES WERE DELIVERED OR RENDERED AS SET FORTH IN THIS CLAIM; THAT THE PRICES CHARGED ARE IN ACCORDANCE WITH THE REFERENCED PURCHASE ORDER, DELIVERY ORDER OR CONTRACT, THAT THE CLAIM IS JUST, TRUE AND CORRECT; THAT THE BALANCE STATED HEREIN IS ACTUALLY DUE AND OWING AND HAS NOT BEEN PREVIOUSLY CLAIMED; THAT NO TAXES FROM WHICH THE COUNTY IS EXEMPT ARE INCLUDED; AND THAT ANY AMOUNTS CLAIMED FOR DISBURSEMENTS HAVE ACTUALLY AND NECESSARILY BEEN MADE.

CLAIMANT NAME

DATE

BY (SIGNATURE)

TITLE

*** CLAIM VOUCHERS OR CERTIFIED INVOICES NOT PROPERLY COMPLETED WILL**
*** BE RETURNED TO YOU UNPAID.*****

BILLING SHALL BE RENDERED ON CERTIFIED INVOICE OR COUNTY CLAIM FORM IN DETAIL, LISTING PARTS AND MATERIALS USED, THEIR PRICES, AND LABOR SHOWN IN HOURS AND EXTENDED RATES

PRICES: Shall remain firm for the first year of the Blanket Purchase Order and no upward escalation will be permitted. Thereafter, increases in labor and/or materials costs may be considered, provided they are based on certified labor contracts, uncontrollable material costs which can be verified in national publications, or other increases auditable by the County. The burden of proof for such increases shall be upon the contractor and shall be formally directed TO THE PURCHASING DIR. THE DECISION AS TO WHETHER OR NOT SUCH INCREASES WILL BE GRANTED SHALL BE MADE BY THE PURCHASING DIRECTOR & shall be final. In the event an increase is not granted when requested, the contractor may elect to continue at the bid prices or give written notice of termination, upon receipt of which the Blanket Purchase Order will be rebid.

INSURANCE AND WORKERS COMPENSATION:

1. The successful bidder agrees to obtain from an insurance company authorized to do business in the State of New York, and keep in force during the term of this contract, a policy of comprehensive and general liability insurance on which vendor and County are each named insureds, including, but not limited to, the torts and
- << CONTINUED, NEXT PAGE >>

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- negligence of vendor's personnel, with a combine single limit of three million dollars (\$3,000,000.00) for bodily injury and property damage for any one occurrence, all at vendor's sole cost and expense.
2. The vendor shall comply with all provisions of the Worker's Compensation Law, and shall furnish a certificate showing evidence of current coverage.
 3. All insurance coverage as stipulated herein shall be subject to the approval of the Division of Real Estate and Insurance of the County of Nassau.
 4. INSURANCE POLICIES OF ANY KIND ARE ACCEPTABLE FROM AETNA Insurance Company or its affiliates.
 5. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY BE CAUSE FOR CANCELLATION OF THE BLANKET PURCHASE ORDER.

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 & local statutory constitutional anti-discrimination provisions. In addition, Local Law No.14-2002, entitled "Participation by, Minority Group Members & Women in Nassau County Contracts", governs all County Contracts as defined by such title & solicitations for bids or proposals for County Contracts. In accordance with Local Law No.14-2002:

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

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written

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statement that such employment agency, union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such employment agency labor union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

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

(d) The Contractor shall make Best Efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBE's") as defined in Section 101 of Local Law No. 14-2002 including the granting of Subcontracts.

(e) The contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBE's 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 and 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

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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 Contractors fulfillment of Best Efforts to obtain participation by Certified M/WBE's.

(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 is 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 the 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 impositions 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, impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director,

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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 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 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 following term meanings shall apply:

"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.

"County Contract" shall mean (i) a written agreement or purchase

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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 any other securities.

"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) 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.

"County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

"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

<< CONTINUED, NEXT PAGE >>

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documentation.

b. Proof of having provided reasonable time for M/WBE Sub-contractors 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 the 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 time frame of the County Contract.

f. Proof or affidavit that negotiations were held in Best Efforts 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.

"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 (1) of these rules.

"Subcontract" shall mean an agreement consisting of part or
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parts of the contracted work of the County Contractor.

"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.

ACCESS CLAUSE: IF ANY PROVISION OF SECTION 952 OF THE OMNIBUS RECONCILIATION ACT OF 1980 (PL-96-499) IS FOUND BY A BODY OF COMPETENT JURISDICTION TO BE APPLICABLE TO THIS CONTRACT, THE CONTRACTOR AGREES THAT IT WILL MAKE AVAILABLE UPON WRITTEN REQUEST BY THE SECRETARY OF HEALTH & HUMAN SERVICES, OR BY THE CONTROLLER GENERAL OF THE GENERAL ACCOUNTING OFFICE, OR ANY OF THEIR DULY AUTHORIZED REPRESENTATIVES, A COPY OF THIS CONTRACT AND ANY EXECUTED AMENDMENTS THERETO, DOCUMENTS WHICH RELATE TO THE CALCULATION OF THE CHARGES STATED IN THE CONTRACT AND COPIES OF SERVICE REPORTS DOCUMENTING SERVICES PERFORMED. SUCH RECORDS WILL BE AVAILABLE IN ACCORDANCE WITH THE ABOVE FOR THE PERIOD OF SIX (6) YEARS AFTER THE FURNISHING OF ANY OF THE SERVICES DESCRIBED IN THIS CONTRACT.

INDEMNIFICATION

Contractor agrees to indemnify and hold harmless County, its agents, officers and employees from and against any and all losses, costs, expenses (including attorneys' fees and disbursements), damages and liabilities, arising out of or in connection with any acts or omissions of Contractor, its officers, agents or employees, provided, however, that Contractor shall not be responsible for that portion, if any, of

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a loss that is caused by the negligence of the County, and provided, further, that Contractor shall not be liable for consequential, indirect or special damages. Contractor shall, at County's demand and at County's direction, defend at its own risk and expense any and all suits, actions or legal proceedings which may be brought against County, its agents, officers or employees in connection with a loss for which Contractor is responsible under this paragraph.

INSURANCE COVERAGE: Evidence of Liability and Workman's Compensation coverage is an integral part of this contract, and such evidence is to be sent within Ten (10) business days after the receipt of this Blanket Purchase Order/Purchase Order to this Office to the attention of:

ATTN: FRAN FISHER (BPNC13000320)
Nassau County Office of Purchasing
ONE WEST STREET
MINEOLA, NY 11501

Forms such as the ACCORD 25-S or the U-26.3 must list the Blanket or Purchase Order Number and the buyers name>

PARTICIPATION BY COUNTY DEPARTMENTS IN THIS BLANKET ORDER SHALL BE ACCOMPLISHED BY A DELIVERY ORDER (Form ADPICS GS D/O). THE DELIVERY ORDER IS PREPARED BY USING THE ADPICS 2360 SCREEN. AFTER RECEIVING ALL THE REQUIRED ELECTRONIC APPROVALS, THE DELIVERY ORDER WILL BE PRINTED, SIGNED BY THE AGENCY HEAD, AND MAILED TO THE VENDOR.

PARTICIPATION BY POLITICAL SUBDIVISIONS:

The successful bidder agrees that all political subdivisions of New York State, and all other entities authorized by law to make such purchases, may participate in any award under this bid. These entities shall accept full responsibility for any payments due the successful bidder for their purchases hereunder.

GENERAL CONDITIONS (REPAIRS):

ALL REPAIRS TO BE MADE IN ACCORDANCE WITH "OSHA" SAFETY REQUIREMENTS. CONTRACTOR WILL FURNISH ALL LABOR, MATERIALS, TRANSPORTATION, TOOLS, INSTRUMENTATION, PARTS AND ACCESSORIES NECESSARY TO REPAIR AND RESTORE THE EQUIPMENT TO OPTIMUM OPERATING CONDITION.

ALL CONTRACTOR PERSONNEL ASSIGNED TO ANY REQUIREMENT OF A CONTRACT

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ESTABLISHED MUST BE FULLY QUALIFIED AND COGNIZANT OF THE REQUIRED AND APPLICABLE ELECTRICAL CODES AND SAFETY REQUIREMENTS, AND MUST ADHERE TO THEM.

ALL PARTS SUPPLIED MUST MATCH AND INTERMEMBER WITH THE DESIGNATED EQUIPMENT, AND MUST BE IN ACCORDANCE WITH THE SPECIFICATIONS OF THE MANUFACTURER OF THE PART TO BE REPLACED.

EXCEPT AS OTHERWISE SPECIFIED, ALL CONTRACT REQUIREMENTS WILL BE PERFORMED AT THE SITE AS REQUIRED.

ANY REQUIREMENT TO REMOVE ANY PART OF THE EQUIPMENT OR SYSTEM(S) TO CONTRACTOR'S SHOP, MUST BE APPROVED BY AN AUTHORIZED AGENCY REPRESENTATIVE. NASSAU COUNTY SHALL SUPPLY ALL UTILITIES WHICH ARE AVAILABLE ON LOCATION INsofar AS COMPATIBILITY REQUIREMENTS PERMIT. ALL REQUIREMENTS PERFORMED BY THE CONTRACTOR WILL BE SUBJECT TO INSPECTION AND APPROVAL BY AN AUTHORIZED DESIGNATED REPRESENTATIVE OF THE USING AGENCY.

EMPLOYEES OF THE CONTRACTOR WHILE ON SERVICE CALL SHALL CARRY IDENTIFICATION BADGE OR CARD AND SHALL BE INSTRUCTED TO SUBMIT SAME TO SCRUTINY UPON REQUEST OF SECURITY OR SUPERVISORY PERSONNEL OF NASSAU COUNTY.

THIS BLANKET PURCHASE ORDER ESTABLISHES TERMS AND CONDITIONS PURSUANT TO WHICH CERTAIN MATERIALS AND/OR SERVICES ARE TO BE SUPPLIED OR PERFORMED, FROM TIME TO TIME, FOR A SPECIFIED PERIOD UPON ISSUANCE BY THE COUNTY OF DELIVERY ORDERS. THIS BLANKET PURCHASE ORDER IS NON-EXCLUSIVE AND THE COUNTY IS NOT BOUND TO PURCHASE, AND NO MATERIALS ARE TO BE DELIVERED OR SERVICES PERFORMED WITHOUT A DELIVERY ORDER. THE COUNTY SHALL BE UNDER NO OBLIGATION WHATSOEVER TO ISSUE SUCH DELIVERY ORDERS. THIS BLANKET PURCHASE ORDER SHALL NOT APPLY IN ANY WAY TO ITEMS OF MATERIAL OR SERVICE DEEMED BY THE COUNTY IN ITS SOLE DISCRETION TO BE EXTRAORDINARY OR INVOLVE ANY SPECIAL CONDITIONS, QUANTITIES, CIRCUMSTANCES OR COMPLEXITIES.

THE CONTRACTOR AGREES THAT IN THE EVENT ANY OF THE SERVICES PROVIDED FOR UNDER THE TERMS OF THIS CONTRACT SHOULD IN ANY WAY BE OMITTED OR UNSATISFACTORILY PERFORMED BY THE CONTRACTOR AND/OR HIS EMPLOYEES, THE COUNTY SHALL SO NOTIFY THE CONTRACTOR VERBALLY AND FOLLOW WITH A WRITTEN NOTIFICATION OF THE DEFICIENT SERVICES FOR IMMEDIATE CORRECTION. IN THE EVENT THE CONTRACTOR DOES NOT CORRECT THE DEFICIENT SERVICES AFTER RECEIPT OF WRITTEN NOTIFICATION, THE NASSAU COUNTY DEPARTMENT CONCERNED WILL DEDUCT A PERCENTAGE BASED ON
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THE WORK NOT PERFORMED OR PERFORMED UNSATISFACTORILY FROM THE CONTRACTOR'S CLAIM FOR THE PERIOD COVERED. IF THE CONTRACTOR CONTINUES TO OMIT OR UNSATISFACTORILY PERFORM THE REQUIRED SERVICES, THE COUNTY WILL ARRANGE FOR THE WORK TO BE DONE BY ANOTHER CONTRACTOR AND THE COST OF SUCH WORK SHALL BE DEDUCTED FROM ANY MONIES DUE OR THAT MAY BECOME DUE TO THE CONTRACTOR.

PARTS:

Charges for parts used to complete work under this contract are required to be itemized on invoices and may be summarized on claims. The part thus billed should be identified by manufacturer and manufacturer's part number. Such charges for parts will be as enumerated in the PRICING SCHEDULE section above, and all instructions must be complied with in order to receive payment.

In any event, THIS CONTRACT MAY NOT BE USED TO PURCHASE PARTS ONLY. Vendor agrees, if requested, to provide the User Agency, the County Comptroller, or authorized representative of the Office of Purchasing with copies of such manufacturer's list prices.

The Cost Plus rate stated above will be paid only when there is no manufacturer's list price, and when billing is accompanied by a written notice from the part manufacturer advising that it does not issue price lists or that the particular item(s) in question do not have a list price.

BIDDERS (CONTRACTORS) ARE HEREBY ADVISED THAT TO INSURE AND FACILITATE PAYMENT, THE FOLLOWING INFORMATION MUST ACCOMPANY THE CONTRACTOR'S CLAIM:

1. TIME SHEET SIGNED BY AUTHORIZED COUNTY PERSONNEL. TIME SHEETS SHALL SHOW TRAVEL TIME, IF ANY, TIME OF ARRIVAL, TIME OF DEPARTURE AND HOURS WORKED.

2. DETAILS OF PARTS USED:

IF PARTS USED ARE REGULARLY CARRIED IN STOCK AND MANUFACTURER'S PRICE LISTS ARE USED TO PRICE REPAIR INVOICES, THE CONTRACTOR SHOULD FURNISH A COPY OF THE PRICE LIST TO THE OFFICE OF PURCHASING. IF PARTS ARE PURCHASED TO COMPLETE THE REPAIR, PHOTOCOPIES OF THE INVOICES MUST BE FURNISHED WITH THE CLAIM. COMPLIANCE WITH THE ABOVE IS NECESSARY IN ORDER TO EXPEDITE PAYMENT.

THIS BLANKET OR PURCHASE ORDER IS SUBJECT TO THE PROVISIONS OF THE NEW YORK STATE LABOR LAW AND THE CONTRACTOR WILL PAY THE PREVAILING
<< CONTINUED, NEXT PAGE >>

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WAGE RATE AS PUBLISHED BY THE NEW YORK STATE DEPARTMENT OF LABOR
(SEE ATTACHED). PRC #2013009001 NASSAU COUNTY, 54 PAGES.

Contractor shall retain complete and accurate records and documents
related to this Agreement for six (6) years following the later of
termination or final payment. Such records shall at all times be
available for audit and inspection by the County.

////////////////////////////////////
Governing Law - 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.

////////////////////////////////////
ATTACHMENT: PREVAILING WAGE PKG.

1) THIS BLANKET ORDER IS EXTENDED TO 12/31/2015
PER CONC14002045.

2) Insurance Coverage: Evidence of liability and Workman's Compen-
sation coverage is an integral part of this contract, and is to
be sent within ten (10) business days after the receipt of this
Blanket Order to this office:

ATTN: FRAN FISHER (BPNC13000320)
Nassau County Office of Purchasing
1 West Street
North Entrance
Mineola, NY 11501

Evidence such as Form ACCORD 25-S or U-26.3 must list the Blanket
Order Number and the Buyers name.

3) All other prices, terms and conditions remain the same.

REFERENCE: PERIOD COVERED CLAUSE, PAGE 3, AND VENDOR'S LETTER OF
10/31/2014 FROM TRACEY TREGLIA.

.....
CONC15002451 AUTHORIZES THE EXTENSION OF B/O #BPNC13000320 TO
12/31/2016 PER VENDOR LETTER DATED 12/14/2015 SIGNED BY
JAMES GERARDI, CHIEF OPERATION OFFICER
ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.



R49

A-7-16

Staff Summary

Subject: Justware Software Maintenance (RQDA16000005)
Department OFFICE OF PURCHASING
Department Head Name Michael Schlenoff
Department Head Signature <i>[Signature]</i>

Date January 15, 2016
Vendor Name Journal Technologies, Inc.
Contract Number A-07-2016
Contract Manager Name Vita Virgilio, Buyer 1

Proposed Legislative Action					
	To	Date	Approval	Info	Other
	Assign Comm				
	Rules Comm				
	Full Leg				

Internal Approvals			
Date & Init.	Approval	Date & Init.	Approval
	Dept. Head	2/4/16	Counsel to C.E.
	Budget	01/24/16	County Atty.
2/4/16	Deputy C.E.		County Exec.

Narrative

Purpose: To authorize and award a Purchase Order for software maintenance of the Case Management System for the Nassau County District Attorney.

Discussion: This purchase order will allow the District Attorney to continue service by Journal Technologies, Inc. for annual support & maintenance of the Justware Case Management System for the period 12/1/2015 thru 11/30/2016. Contract includes Justware API Support, Justice Web Annual Support and Upgrades and Justware annual onsite assistance and training. This is a sole source contract since the software system is proprietary to Journal Technologies, Inc.

Past Procurement History: Journal Technologies during the past year has provided technological support and maintenance efficiently and without problems.

Impact on Funding: Annual contract amount is One Hundred Forty Six Thousand Sixty Five Dollars and Fifty Cents (146,065.50) from general funds.

Recommendation: Office of Purchasing recommends awarding a purchase order to Journal Technologies, Inc. as the sole source for the software maintenance.

[Signature] 1/26/16

2016 FEB - 5 P 12:15

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE

COUNTY OF NASSAU
INTER – DEPARTMENTAL MEMO

TO: CLERK OF THE COUNTY LEGISLATURE

A-07-2016

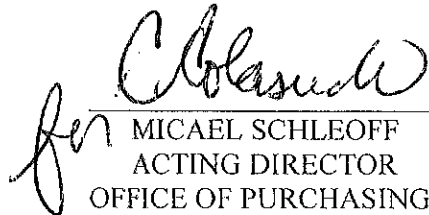
FROM: MICHAEL SCHLENOFF ACTING DIRECTOR OFFICE OF PURCHASING

DATE: NOVEMBER 30, 2015

SUBJECT: RESOLUTION-NASSAU COUNTY DISTRICT ATTORNEY

THIS RESOLUTION IS RECOMMENDED BY THE DIRECTOR, OFFICE OF PURCHASING TO AUTHORIZE AN AWARD AND TO EXECUTE A PURCHASE ORDER IN THE AMOUNT OF ONE HUNDRED FORTY SIX THOUSAND SIXTY FIVE DOLLARS AND FIFTY CENTS (\$146,065.50) ON BEHALF OF NASSAU COUNTY DISTRICT ATTORNEY TO JOURNAL TECHNOLOGIES, INC. MEETING SPECIFICATIONS FOR ANNUAL SUPPORT AND MAINTENANCE OF THE JUSTWARE CASE MANAGEMENT SYSTEM FOR NASSAU COUNTY DISTRICT ATTORNEY.

THE ABOVE DESCRIBED DOCUMENT ATTACHED HERETO IS FORWARDED FOR YOUR REVIEW AND APPROVAL AND SUBSEQUENT TRANSMITTAL TO THE RULES COMMITTEE FOR INCLUSION IN ITS AGENDA.


for MICHAEL SCHLEOFF
ACTING DIRECTOR
OFFICE OF PURCHASING

MS: br

ENCL: (1) STAFF SUMMARY
(2) DISCLOSURE STATEMENT
(3) RESOLUTION
(4) SOLE SOURCE DOCUMENTS
(5) QUOTATION
(6) CERTIFICATE OF LIABILITY INSURANCE



A-7-16

RULES RESOLUTION **49** 2016

A RESOLUTION AUTHORIZING THE DIRECTOR OF NASSAU COUNTY OFFICE OF PURCHASING TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF NASSAU COUNTY DISTRICT ATTORNEY AND JOURNAL TECHNOLOGIES, INC.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 3-7-16
VOTING:
ayes 7 nays 0 abstained 0 recused 0
Legislators present: 7

WHEREAS, the Director is representing to the Rules Committee that the firm, JOURNAL TECHNOLOGIES, INC. is a sole source provider and meets all specifications for the product described in the said contract as determined by the Director of the Office of Purchasing.

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the Director, Office of Purchasing to award and execute the said Purchase Order with JOURNAL TECHNOLOGIES, INC.

Page 1 of 4

COUNTY OF NASSAU

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

1. Name of the Entity: Journal Technologies, Inc.

Address: 843 S 100 W

City, State and Zip Code: Logan, Utah 84321

2. Entity's Vendor Identification Number: 87-0626854

3. Type of Business: ☒ Public Corp ☐ Partnership ☐ Joint Venture
☐ corp
☐ Ltd. Liability Co ☐ Closely Held Corp ☐ Other (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):

See attachment

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.

See attachment

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Page 2 of 4

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

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). 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, or to otherwise engage in lobbying as the term is defined herein. 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.

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

None

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Page 3 of 4

(b) Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete description of lobbying activities.

None

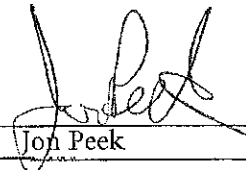
(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

None

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.

Dated: 1-25-16

Signed: 
Print Name: Jon Peek

Title: COO

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Page 4 of 4;

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.

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Page 1 of 4

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name 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; or to otherwise engage in lobbying activities as the term is defined herein. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

None

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

None

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

None

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Page 2 of 4

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

None

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

None

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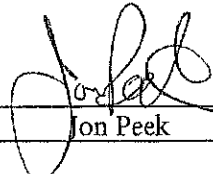
COO

TITLE

Page 3 of 4

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.

Dated: 1-25-16

Signed: 
Print Name: Jon Peek
Title: COO

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Page 4 of 4:

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.

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TITLE

Journal Technologies, Inc. Officers

Gerald L. Salzman – President, Secretary, and Vice Chairman

915 E. 1st Street Los Angeles, CA 90012

213-229-5300

Jon Peek - Chief Operation Officer

843 S 100 W Logan, UT 84321

435-713-2100

Kyle Kennington-Assistant Secretary

843 S 100 W Logan UT 84321

435-713-2100

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-K

(MARK ONE)

☒ ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
for the fiscal year ended September 30, 2015

OR

☐ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

Commission File No. 0-14665
DAILY JOURNAL CORPORATION
(Exact name of registrant as specified in its charter)

South Carolina
(State or other jurisdiction of
incorporation or organization)

95-4133299
(IRS Employer
Identification No.)

915 East First Street
Los Angeles, California
(Address of principal executive offices)

90012
(Zip Code)

Registrant's telephone number, including area code: (213) 229-5300

Securities registered pursuant to Section 12(b) of the Act: Common Stock, The NASDAQ Stock Market.

Securities registered pursuant to Section 12(g) of the Act: None.

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☐ No ☒

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes ☐ No ☒

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files).

Yes ☒ No ☐

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K: ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated ☐ Accelerated filer ☒ Non-accelerated filer ☐ Smaller reporting company ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act):

Yes ☐ No ☒

As of March 31, 2015, the aggregate market value of Daily Journal Corporation's voting stock held by non-affiliates was approximately \$198,239,000.

As of November 30, 2015 there were outstanding 1,380,746 shares of Common Stock of Daily Journal Corporation.

Disclosure Regarding Forward-Looking Statements

This Form 10-K includes "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. Certain statements contained in this document, including but not limited to those in "Management's Discussion and Analysis of Financial Condition and Results of Operations", are "forward-looking" statements that involve risks and uncertainties that may cause actual future events or results to differ materially from those described in the forward-looking statements. Words such as "expects," "intends," "anticipates," "should," "believes," "will," "plans," "estimates," "may," variations of such words and similar expressions are intended to identify such forward-looking statements. We disclaim any intention or obligation to revise any forward-looking statements whether as a result of new information, future developments, or otherwise. There are many factors that could cause actual results to differ materially from those contained in the forward-looking statements. These factors include, among others: risks associated with software development and implementation efforts; Journal Technologies' reliance on professional services engagements with justice agencies, including California courts, for a substantial portion of its revenues; material changes in the costs of postage and paper; possible changes in the law, particularly changes limiting or eliminating the requirements for public notice advertising; possible loss of the adjudicated status of the Company's newspapers and their legal authority to publish public notice advertising; a further decline in public notice advertising revenues because of fewer foreclosures; a further decline in subscriber and commercial advertising revenues; possible security breaches of the Company's software or websites; the Company's reliance on its president and chief executive officer; changes in accounting guidance; material weaknesses in the Company's internal control over financial reporting; and declines in the market prices of the securities owned by the Company. In addition, such statements could be affected by general industry and market conditions, general economic conditions (particularly in California) and other factors. Although the Company believes that the expectations reflected in such forward-looking statements are reasonable, it can give no assurance that such expectations will prove to have been correct. Important factors that could cause actual results to differ materially from those in the forward-looking statements are discussed in this Form 10-K, including in conjunction with the forward-looking statements themselves, and in other documents filed by the Company with the Securities and Exchange Commission.

PART I

Item 1. Business

The Company publishes newspapers and web sites covering California and Arizona and produces several specialized information services. It also serves as a newspaper representative specializing in public notice advertising. We often refer to this as "The Traditional Business".

Journal Technologies, Inc. ("Journal Technologies"), a wholly owned subsidiary of the Company, supplies case management software systems and related products to courts and other justice agencies, including administrative law organizations, county governments and bar associations. These organizations use the Journal Technologies family of products to help manage cases and information electronically, to interface with other critical justice partners and to extend electronic services to the public, including a website to pay traffic citations online, and bar members. These products are licensed to more than 500 organizations in 41 states and internationally. Journal Technologies is the result of the October 1, 2014 merger of the Company's three technology-related subsidiaries, which were previously separate companies: Sustain Technologies, Inc. ("Sustain"), a wholly owned subsidiary since 2008; New Dawn Technologies, Inc. ("New Dawn"), acquired in December 2012; and ISD Technologies, Inc. ("ISD"), acquired in September 2013.

Essentially all of the Company's operations are based in California, Arizona and Utah. Financial information of the Company, including information about each of the Company's reportable segments, is set forth in Item 8 ("Financial Statements and Supplementary Data").

Products and Services

The Traditional Business

Newspapers and related online publications. The Company publishes 10 newspapers of general circulation. Each newspaper, in addition to news of interest to the general public, has a particular area of in-depth focus with regard to its news coverage, thereby attracting readers interested in obtaining information about that area through a newspaper format. Effective October 1, 2015, the Company has discontinued the publication of the California Lawyer magazine and the California Directory of Attorneys. The Company also discontinued publication of the San Diego Commerce on September 19, 2015 and concurrently replaced it through a small acquisition of The Daily Transcript, which serves the San Diego market. These changes are not expected to materially impact the Company's financial results.

The publications are based in the following cities:

Newspaper publications

Los Angeles Daily Journal
Daily Commerce
San Francisco Daily Journal
The Daily Recorder
The Inter-City Express
San Jose Post-Record
Orange County Reporter
The Daily Transcript
Business Journal
The Record Reporter

Base of publication

Los Angeles, California
Los Angeles, California
San Francisco, California
Sacramento, California
Oakland, California
San Jose, California
Santa Ana, California
San Diego, California
Riverside, California
Phoenix, Arizona

The Daily Journals. The Los Angeles Daily Journal and the San Francisco Daily Journal are each published every weekday except certain holidays and were established in 1888 and 1893, respectively. In addition to covering state and local news of general interest, these newspapers focus particular coverage on law and its impact on society. (The Los Angeles Daily Journal and the San Francisco Daily Journal are referred to collectively herein as "The Daily Journals".) Generally The Daily Journals seek to be of special utility to lawyers and judges and to gain wide multiple readership of newspapers sent to law firm subscribers.

The Daily Journals contain much material and render many services in a common endeavor. The Los Angeles Daily Journal is the largest newspaper published by the Company, both in terms of revenues and circulation. At September 30, 2015, the Los Angeles Daily Journal had approximately 5,300 paid subscribers and the San Francisco Daily Journal had approximately 2,700 paid subscribers as compared with total paid subscriptions for both of The Daily Journals of 8,200 at September 30, 2014. The Daily Journals carry commercial advertising (display and classified) and public notice advertising required or permitted by law to be published in a newspaper of general circulation. The main source of commercial advertising revenue has been local advertisers, law firms and businesses in or wishing to reach the legal professional community. The gross revenues generated directly by The Daily Journals are attributable approximately 64% to subscriptions and 36% to the sale of advertising and other revenues. Revenues from The Daily Journals constituted approximately 18% of the Company's total fiscal 2015 revenues, 19% in 2014, 23% in 2013, 28% in 2012 and 27% in 2011.

It is the policy of The Daily Journals (1) to take no editorial position on the legal and political controversies of the day but instead to publish well-written editorial views of others on many sides of a controversy and (2) to try to report on factual events with technical competence and with objectivity and accuracy. It is believed that this policy suits a professional readership of exceptional intelligence and education, which is the target readership for the newspapers. Moreover, The Daily Journals believe that they bear a duty to their readership, particularly judges and justices, as a self-imposed public trust, regardless, within reason, of short-term income penalties. The Company believes that this policy of The Daily Journals is in the long-term interest of the Company's shareholders.

The Daily Journals contain the Daily Appellate Report which provides the full text and case summaries of all opinions certified for publication by the California Supreme Court, the California Courts of Appeal, the U.S. Supreme Court, the U.S. Court of Appeals for the Ninth Circuit, the U.S. Bankruptcy Appellate Panel for the Ninth Circuit, the State Bar Court and selected opinions of the U.S. District Courts in California and the Federal Circuit Court of Appeals. The Daily Journals also include a monthly court directory in booklet form. This directory includes a comprehensive list of sitting judges in all California courts as well as courtroom assignments, phone numbers and courthouse addresses, plus "Judicial Transitions" which lists judicial appointments, elevations, confirmations, resignations, retirements and deaths.

The Daily Journals are distributed by mail and hand delivery, with subscribers in the Los Angeles and San Francisco areas usually receiving copies the same day. Certain subscribers in Los Angeles, San Francisco, Santa Clara, Alameda, Orange, San Diego, Riverside and San Bernardino counties receive copies by hand delivery. The regular yearly subscription rate for each of The Daily Journals is \$788.

Much of the information contained in The Daily Journals is available to subscribers online at www.dailyjournal.com.

Daily Commerce. Published since 1917, the Daily Commerce, based in Los Angeles, in addition to covering news of general interest, devotes substantial coverage to items designed to serve real estate investors and brokers, particularly those interested in Southern California distressed properties. The nature of the news coverage enhances the effectiveness of public notice advertising in distributing information about foreclosures to potential buyers at foreclosures. The features of the paper include default listings and probate estate sales. The Daily Commerce carries both public notice and commercial advertising and is published in the afternoon each business day.

The Daily Recorder. The Daily Recorder, based in Sacramento, began operations in 1911. It is published each business day. In addition to general news items, it focuses on the Sacramento legal and real estate communities and on California state government and activities ancillary to it. Among the regular features of The Daily Recorder is news about government leaders and lobbyists, as well as the Daily Appellate Report for those who request it. Advertising in The Daily Recorder consists of both commercial and public notice advertising.

The Inter-City Express. The Inter-City Express (the "Express") has been published since 1909. It covers general news of local interest and focuses its coverage on news about the real estate and legal communities in the Oakland/San Francisco area. The Express carries both commercial and public notice advertising. It is published each business day.

San Jose Post-Record. The San Jose Post-Record (the "Post-Record") has been published since 1910. In addition to general news of local interest, the Post-Record, which is published each business day, focuses on legal and real estate news and carries commercial and public notice advertising.

Orange County Reporter. The Orange County Reporter ("Orange Reporter") has been an adjudicated newspaper of general circulation since 1922. In addition to general news of local interest, the Orange Reporter reports local and state legal, business and real estate news, and carries primarily public notice advertising. The Orange Reporter is published three days a week.

The Daily Transcript. The Daily Transcript (San Diego) is published five days a week and carries general news of local interest and public notice advertising and has been an adjudicated newspaper of general circulation since 1909. The Daily Transcript also serves legal and real estate professionals in San Diego County.

Business Journal. The Business Journal, established in 1991, publishes news of general interest and provides coverage of the business and professional communities in Riverside County. It also carries public notice advertising and is published each business day.

The Record Reporter (Arizona). The Record Reporter has been in existence since 1914. In addition to general news of local interest, The Record Reporter, which is published three days a week, focuses on legal news and public record information and carries primarily public notice advertising.

Information Services. The specialized information services offered by the Company have grown out of its newspaper operations or have evolved in response to a desire for such services primarily from its newspaper subscribers.

The Company has several court rules services. One is Court Rules, a multi-volume, loose-leaf set. Court Rules reproduces court rules for certain state and federal courts in California. The Court Rules appear in two versions, one of which covers Northern California courts (nine volumes) and one of which covers Southern California courts (eight volumes). The Company updates Court Rules on a monthly basis. In addition, the Company publishes a single volume of rules known as Local Rules for major counties of California. Six versions are published for Southern California, each a single bound volume for the rules of: (1) Los Angeles County; (2) Orange County; (3) San Diego County; (4) San Bernardino County; (5) Riverside County; and (6) Ventura, Santa Barbara and San Luis Obispo counties. Also, the Company publishes single-volume rules for the Federal District Court in the Central District of California and California Probate Rules. In Northern California, three versions of the Local Rules appear in loose-leaf books for Santa Clara/San Mateo, Alameda/Contra Costa and San Francisco counties. The single volumes are normally updated or replaced whenever there are substantial rule changes.

The Judicial Profiles services contain information concerning nearly all active and retired judges in California. Most of the profiles have previously appeared in The Daily Journals as part of a regular feature. The Judicial Profiles include biographical data and financial disclosure statements on judges and information supplied by each judge regarding the judge's policies and views on various trial and appellate procedures and the manner in which appearances are conducted in his or her courtroom. Subscribers may purchase either the ten-volume set for Southern California or the eight-volume set for Northern California.

The Company also provides online foreclosure information to about 40 customers. This service primarily provides distressed property information, some of which also appears in some of the Company's newspapers, as well as expanded features. Consolidation of both newspapers and online products more effectively utilizes the costs of gathering such information.

Advertising and Newspaper Representative. The Company's publications carry commercial advertising, and most also contain public notice advertising. Commercial advertising consists of display and classified advertising and constituted about 8% of the Company's total revenues in fiscal 2015, 9% in 2014, 11% in 2013, 15% in 2012 and 14% in 2011. Classified advertising has continued to decline primarily due to the continued downturn in the employment advertising marketplace and competition from online employment web sites.

Public notice advertising consists of many different types of legal notices required by law to be published in an adjudicated newspaper of general circulation, including notices of death, fictitious business names, trustee sale notices and notices of governmental hearings. The major types of public notice advertisers are real estate-related businesses and trustees, governmental agencies, attorneys and businesses or individuals filing fictitious business name statements. Many government agencies use the Company's Internet-based advertising system to produce and send their notices to the Company. A fictitious business name web site enables individuals to send their statements to the Company for filing and publication and another web site enables attorneys and individuals to send probate, civil, corporate, public sale and other types of public notices to the Company. California Newspaper Service Bureau ("CNSB"), a division of the Company, is a statewide newspaper representative (commission-earning selling agent) specializing since 1934 in public notice advertising. CNSB places public notices and other forms of advertising with adjudicated newspapers of general circulation, most of which are not owned by the Company.

Public notice advertising revenues and related advertising and other service fees, including trustee sales legal advertising revenues, constituted about 22% of the Company's total revenues in fiscal 2015, 24% in 2014, 35% in 2013, 56% in 2012 and 58% in 2011. Most of these revenues were generated by (i) notices published in the Company's newspapers, (ii) commissions and similar fees received from other publications in which the advertising was placed and (iii) service fees generated when filing notices with government agencies.

Trustee sales legal advertising revenues alone represented about 6% of the Company's total revenues in fiscal 2015, 7% in 2014, 17% in 2013, 56% in 2012 and 58% in 2011. For several years, these revenues were driven by the large number of foreclosures in California and Arizona, for which public notice advertising is required by law, but the number of foreclosures has continued to decline. In addition, in many states, including California and Arizona, legislatures have considered various proposals which would result in the elimination or reduction of the amount of public notice advertising required by statute. There is a risk that such laws could change in a manner that would have a significant adverse impact on the Company's public notice advertising revenues.

Other revenues are attributable to service fees from users of an online foreclosure/fictitious business name database, fees from attorneys taking continuing legal education "courses" published in the Company's publications and other miscellaneous fees.

Journal Technologies

Journal Technologies provides case management software and related services to courts and other justice agencies. Its operations constituted about 57% of the Company's total revenues in fiscal 2015, 53% in 2014, 37% in 2013, 9% in 2012 and 9% in 2011 (with the 2011-2012 numbers reflecting Sustain only). Journal Technologies earns revenue from license and maintenance fees paid by customers to use its software products; consulting fees paid by customers for installation, implementation and training services; and fees generated by the use of secure websites through which the general public can pay traffic citations. Journal Technologies has the following main products:

eCourt®, eProsecutor, eDefender and eProbation — browser-based case processing systems that can be used by courts and other justice agencies for all case types because its screens, data elements, business rules, work queues, searches and alerts are highly configurable. Journal Technologies also supports its prior generation Justice Edition software, which is a Windows-based system that also provides for customizable configurability.

JustWare® — a family of case management software products for use by courts and other justice agencies. JustWare® provides a standardized case management system that includes business rules to automate tasks, document and report generation, digital signatures and shortcuts to speed data input. Journal Technologies also licenses its JusticeWeb® public access software, which allows the public to view certain case information, provides a means to create permission-based access for sensitive data, allows pro se litigants and attorneys to e-file documents and includes a way for case participants to make payments online.

ICMS™ — a court case management system, which was acquired as part of the acquisition of the ISD assets. Journal Technologies also licenses CASE™ — an automated probation case management system, including juvenile hall detention management features.

eFile™ — a browser-based interface that allows attorneys and the general public to electronically file documents with the court from a personal computer using the Internet at any time.

ePayIt™ — a service for the online payment of traffic citations. Users can pay traffic citations using the Internet at any time with a credit card, and can obtain traffic school and other information.

Almost all of Journal Technologies' customers are government agencies, and most new software installation and licensing projects are subject to competitive bidding procedures. Accordingly, the ability of Journal Technologies to get new customers is highly unpredictable. In addition, budget constraints, especially during stressful economic times, could force governmental agencies to defer or forgo consulting services or even to stop paying their annual software maintenance fees. As a technology-based company, Journal Technologies' success depends on the continued improvement of its products, which is why the costs to update and upgrade them consistently constitute such a significant portion of the Company's expenses.

The Company's revenues from Journal Technologies' foreign customers were \$278,000 in fiscal 2015, \$332,000 in fiscal 2014, and \$301,000 in fiscal 2013. All of the Company's other revenues in those years were attributable to the United States.

Materials and Postage

After personnel costs (included in "Salaries and employee benefits" and in "Outside services" in the accompanying consolidated statements of comprehensive income (loss)), postage and paper costs are typically the Company's next two largest expenses. Paper and postage accounted for approximately 6% of our traditional publishing segment's operating costs in fiscal 2015, 7% in 2014, 7% in 2013, 6% in 2012 and 6% in 2011. Paper prices may fluctuate substantially in the future, and periodic postal rate increases could significantly impact income from operations. Further, we may not be able to pass on such increases to our customers.

An adequate supply of newsprint and other paper is important to the Company's operations. The Company currently does not have a contract with any paper supplier. The Company has always been able to obtain sufficient newsprint for its operations, although in the past, shortages of newsprint have sometimes resulted in higher prices. The price of paper remained unchanged during fiscal 2015. We anticipate the price of paper will remain unchanged at least through June 2016.

We use the U.S. Postal Service for distribution of a majority of our newspapers. During the past several years, the Company has instituted changes in an attempt to mitigate higher postage costs. These changes have included contracting for hand delivery in selected sections of the San Francisco Bay area and in Santa Clara, Alameda, San Diego, Riverside, San Bernardino, Orange and Los Angeles counties, delivering pre-sorted newspapers to the post office on pallets, which facilitates delivery and improves service, and implementing a method of bundling newspapers which reduces the per piece charges. In addition, the Company has an ink jet labeler which eliminates paper labels and enables the Company to receive bar code discounts from the postal service on some of its newspapers.

Postal rates are dependent on the operating efficiency of the U.S. Postal Service and on legislative mandates imposed upon the U.S. Postal Service. During the past several years, the U.S. Postal Service has increased postal rates. There were decreases in the Company's postage costs during fiscal 2015 primarily due to fewer subscribers.

Marketing

The Company actively promotes its individual newspapers and its multiple newspaper network as well as its other publications. The Company's staff includes a number of employees whose primary responsibilities include attracting new subscribers and advertisers. The specialization of each publication creates both target subscribers and target advertisers. Subscribers are likely to be attracted because of the nature of the information carried by the particular publication, and likely advertisers are those interested in reaching such consumer groups. In marketing products, the Company also focuses on its ancillary products which can be of service to subscribers, such as its specialized information services.

The Company receives, on a non-exclusive basis, public notice advertising from a number of agencies. Such agencies ordinarily receive a commission of 15% to 25% on their sales of advertising in Company publications. Commercial advertising agencies also place advertising in Company publications and receive commissions for advertising sales.

Journal Technologies' staff includes employees who provide marketing and consulting services which may also result in additional consulting projects and the licensing of products. Most of Journal Technologies' new projects come from existing customers or from a competitive bidding process.

Competition

Competition for readers and advertisers is very intense, both by established publications and by new entries into the market. The Daily Journals face aggressive competition, including amazingly low prices for multiple copy subscriptions, from law-oriented newspapers in Los Angeles and San Francisco. All of the Company's business publications and products face strong competition from other publications and service companies. Readers of specialized newspapers focus on the amount and quality of general and specialized news, amount and type of advertising, timely delivery and price. The Company designs its newspapers to fill niches in the news marketplace that are not covered as well by major metropolitan dailies. The in-depth news coverage which the Company's newspapers provide along with general news coverage attracts readers who, for personal or professional reasons, desire to keep abreast of topics to which a major newspaper cannot devote significant news space. Other newspapers do provide some of the same subject coverage as does the Company, but the Company believes its coverage, particularly that of The Daily Journals, is more complete and therefore attracts more readers. The Company believes that The Daily Journals are the most important newspapers serving California lawyers on a daily basis.

The Company's court rules publications face competition in both the Southern California and Northern California markets from online court rules services and the courts themselves. Subscriptions to the multi-volume Court Rules and Local Rules volumes continued to decline during fiscal 2015. The Company's Judicial Profile services have direct competition and also indirect competition, because some of the same information is available through other sources, including the courts.

The steady decline in recent years in the number of subscriptions to The Daily Journals and the Company's court rule publications is likely to continue and will certainly impact the Company's future revenues. The pricing of the Company's products is reviewed every year. Subscription price increases have in recent years exceeded inflation, as have advertising rate increases.

In attracting commercial advertisers, the Company competes with other newspapers and magazines, television, radio and other media, including electronic and online systems for employment-related classified advertising. Factors which may affect competition for advertisers are the cost for such advertising compared with other media, and the size and characteristics of the readership of the Company's publications.

Internet sites devoted to recruitment have become significant competitors of our newspapers and web sites for classified advertising. In addition, there has been a steady consolidation of companies serving the legal marketplace, resulting in an ever-smaller group of companies placing display advertising. Consequently, retaining advertising revenues remains a challenge.

The Company competes with anywhere from one serious competitor to many competing newspapers for public notice advertising revenue in all of its markets. Large metropolitan general interest newspapers normally do not carry a significant amount of legal advertising, although recently they too have solicited certain types of public notice advertising. CNSB, the Company's commission-earning selling agent, faces competition from a number of companies based in California, some of which specialize in placing certain types of notices.

There is significant competition among a limited number of companies to provide services and software to the courts and other justice agencies, and some of these companies are much larger and have greater access to capital and other resources than Journal Technologies. Others provide services for a limited number of customers. As part of the competitive bidding process, many customers will express a preference for, or even require, larger vendors.

Many customers desire Internet-based solutions to centralize operations, facilitate electronic filing and other interfaces with other justice partners and the public, and publish certain information from case management systems. Journal Technologies' product lines provide versions of these services, but there are many uncertainties in the process of courts and other agencies migrating to newer Internet-based systems, including whether Journal Technologies' versions of case management systems will find general acceptance and whether the update, upgrade and modification of such systems can be done in a cost effective manner. The Company competes on a variety of factors, including price, technological capabilities and services to accommodate the individual requirements of each customer.

Employees

The Company has approximately 320 full-time employees and contractors and about 30 part-time employees and contractors as of September 30, 2015. This includes about 150 full-time employees and contractors and 20 part-time employees and contractors of Journal Technologies. The Company is not a party to any collective bargaining agreements. Certain benefits, including medical insurance, are provided to all full-time employees. Management considers its employee relations to be good.

The Company relies heavily on Gerald Salzman, who serves as president, chief executive officer, chief financial officer, treasurer and assistant secretary. If Mr. Salzman's services were no longer available to the Company, it is unlikely that the Company could find a single replacement to perform all of the duties now handled by him, and it could have a significant adverse effect on the Company's business. The Company does not carry key man life insurance, nor has it entered into an employment agreement with Mr. Salzman.

Working Capital

Traditionally, the Company has generated sufficient cash flow from operations to cover all its needs without significant borrowing. To a considerable extent, the Company benefits from the fact that subscriptions and some licenses, maintenance and consulting fees are paid in advance. In addition, the aggregate market value of the securities owned by the Company has increased significantly in recent years (although fiscal 2015 was an exception), providing the Company with even more working capital, subject, of course, to the normal risks associated with owning stocks and bonds. In December 2012, the Company borrowed \$14 million from its investment margin account to purchase all of the outstanding stock of New Dawn, and in September 2013, it borrowed another \$15.5 million to acquire substantially all of the operating assets and liabilities of ISD, in each case pledging its marketable securities to obtain favorable financing.

The Company believes it has sufficient cash and marketable securities for the foreseeable future. If the Company's overall cash needs exceed cash flow from operations and its current working capital, the Company may still have the ability to borrow against its marketable securities on favorable terms as it did for the New Dawn and ISD acquisitions, or it may attempt to secure additional financing which may or may not be available on acceptable terms.

The Company extends unsecured credit to most of its advertising customers. The Company maintains a reserve account for estimated losses resulting from the inability of these customers to make required payments, but if the financial conditions of these customers were to deteriorate or the Company's judgments about their abilities to pay are incorrect, additional allowances might be required, and the Company's cash flows and results of operations could be materially affected.

Inflation

The effects of inflation are not significantly any more or less adverse on the Company's businesses than they are on other publishing and software companies. The Company has experienced the effects of inflation primarily through increases in costs of personnel, newsprint, postage and services. These costs have generally been offset by periodic price increases for advertising and subscription rates, but with frequent exceptions during several years when the Company has experienced substantial increases in postage and newsprint expenses and additional costs related to acquisitions.

Access to Our Information

We file annual, quarterly and current reports, proxy statements and other information with the Securities and Exchange Commission ("SEC"). These filings are not available on our website, www.dailyjournal.com, which is generally dedicated to the content of our publications. We will, however, provide these filings in electronic or paper format free of charge upon request addressed to our Secretary at our principal executive offices. Our SEC filings are also available to the public over the Internet at the SEC's website at www.sec.gov. The public may also read and copy any document we file at the SEC's public reference room located at 100 F Street N.E., Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 for further information on the operation of the public reference room.

Item 1A. Risk Factors

The foregoing business discussion and the other information included in this Form 10-K should be read in conjunction with the following risks, trends and uncertainties, any of which, either individually or in the aggregate, could materially and adversely affect our business, operating results or financial condition.

Risks Associated with The Traditional Business

A continuing reduction in the number of residential foreclosures in California and Arizona will result in fewer trustee sale notices being published in the Company's newspapers.

For several years, the revenues of The Traditional Business were driven by the large number of foreclosures in California and Arizona, for which public notice advertising is required by law. The number of foreclosures continued to decline in 2015 and is expected to continue to decline in 2016. Along with improvements in the economy, the California Homeowner's Bill of Rights imposed new requirements effective January 1, 2013 that have contributed to the slowdown in foreclosures. We expect this trend to continue, and it will significantly impact the earnings of The Traditional Business because it will be impractical for the Company to offset the revenue loss with expense reductions.

Changes in the legal requirement to publish public notice advertising or in the legal ability of our newspapers to publish those notices would have a significant adverse impact on The Traditional Business.

From time to time, the legislatures in California and Arizona (and elsewhere) have considered various proposals that would result in the elimination or reduction of the amount of public notice advertising in printed newspapers required by statute. These proposals typically focus on the availability of alternative means of providing public notices, such as via the Internet. Some proposals also question the need for public notices at all. Should any of these proposals become law, particularly in California, they would materially affect the revenues of The Traditional Business.

In addition, if the adjudication, which is what gives publishers the legal ability to publish public notice advertising, of one or more of the Company's newspapers was challenged and revoked, those newspapers would no longer be eligible to publish public notice advertising, and it could materially affect the revenues of The Traditional Business.

The Traditional Business faces strong competition in each of its markets.

Competition for readers and advertisers is very intense, both from established publications and from new entrants into the market. The Daily Journals face aggressive competition, including amazingly low prices for multiple copy subscriptions from law-oriented newspapers in Los Angeles and San Francisco. The Company's court rules publications face competition in both Northern and Southern California from online court rules services and the courts themselves. The steady decline in recent years in the number of subscriptions to The Daily Journals and the court rule publications is likely to continue and will certainly impact The Traditional Business' future revenues.

The Traditional Business also competes with anywhere from one serious competitor to many competing newspapers for public notice advertising in all of its markets. As the amount of this advertising has decreased due to the reduction in the number of foreclosures discussed above, the competition to publish the remaining public notices has intensified and may result in a further decline in The Traditional Business' public notice advertising revenues.

The Traditional Business continues to experience challenges in maintaining its commercial advertising and circulation revenues, particularly due to the growth of Internet sites.

Internet sites devoted to recruitment have become significant competitors of our newspapers and web sites for classified advertising. In addition, there has been a steady consolidation of companies serving the legal marketplace, resulting in an ever-smaller group of companies placing display advertising. Furthermore, newspapers like ours have been struggling to compete for display advertising generally, given the many other forums (including Internet sites) that compete for advertising dollars. These trends are expected to continue and will adversely affect The Traditional Business.

Circulation revenues have continued to decline as more and more information has become available from the internet. Law firm mergers have also reduced the number of firms that purchase multiple subscriptions of our newspapers. It is not practical to assume that we will be able to offset the decline in subscriptions with increases in the subscription rate, and we expect that our circulation revenues will continue to decline.

The Traditional Business is exposed to risks associated with fluctuations in postage and paper costs.

After personnel costs, postage and paper costs are typically the Company's next two largest expenses. An adequate supply of newsprint and other paper is important to the operations of The Traditional Business. The Company currently does not have a contract with any paper supplier, and in the past, shortages of newsprint have sometimes resulted in higher prices. The price of paper has remained unchanged since fiscal year 2013, and we expect it to remain unchanged at least through June 2016.

The Traditional Business uses the U.S. Postal Service for distribution of a majority of its newspapers and magazine. Postal rates are dependent on the operating efficiency of the U.S. Postal Service and on legislative mandates imposed upon the U.S. Postal Service. During the past several years, postal rates have increased. Postal rates and fees may increase more in the future. Further, we may not be able to pass on increases in paper and postage costs to our customers.

Risks Associated with Journal Technologies

The success of Journal Technologies depends in large part on the technological update and upgrade of its software products.

Journal Technologies' success depends on the continued improvement of its products, and the costs to update and upgrade those products consistently represent a large portion of Journal Technologies' expenses. There are many uncertainties in the process of courts and other justice agencies migrating to newer case management systems, including whether Journal Technologies' versions of these systems will find general acceptance and whether the modification of such systems can be done in a cost effective manner. The costs to update and upgrade Journal Technologies' products are expensed as incurred and will impact earnings at least through the foreseeable future.

Journal Technologies faces significant competition from other case management software vendors.

There is significant competition among a limited number of companies to provide services and software to courts and other justice agencies, and some of these companies are much larger and have greater access to capital and other resources than Journal Technologies. Normally, the vendor is selected through a bidding process, and often the customers will express a preference for, or even require, larger vendors. An inability to successfully compete in this difficult market could materially affect the earnings of Journal Technologies.

The customers of Journal Technologies are public sector entities, which create special issues and risks.

Substantially all of the customers of Journal Technologies are courts, justice agencies, and other government entities. Accordingly, we face special risks associated with governmental budget constraints, especially during stressful economic times, which could force government entities to defer or forego consulting services or even stop paying their annual software license and maintenance fees. In addition, we encounter risks related to a longer and more complicated sales cycle than exists for commercial customers; political issues related to resource allocation, administration turnover and preferences for internal case management solutions or for a particular vendor; complicated bidding procedures; and fluctuations in the demand for information technology products and services.

Journal Technologies generally recognizes revenues for software installations only upon completion of the applicable services and customer acceptance of the software system.

In most cases, the fees paid to Journal Technologies for installation services and software licenses are at risk until the customer has indicated its satisfaction with the installed system and it has "gone live". Also, we utilize the completed contract method of accounting because the customer's acceptance is typically unpredictable and reliable estimates of the progress towards completion cannot be made. Accordingly, we do not recognize revenues for installation services or licenses or for most other consulting services until after the services have been performed, and there are significant risks associated with our ability to complete our services to the satisfaction of our customers and to fulfill the requirements that entitle us to be paid. An inability to realize payment for services performed could materially affect the earnings of Journal Technologies.

Risks Associated with Our Holdings of Marketable Securities

A large portion of the Company's assets is held in publicly traded securities, and the prices of those securities may decline.

As of September 30, 2015, the Company held marketable securities worth approximately \$166,041,000, with an unrealized gain for financial statement purposes of \$111,498,000. While this portfolio has enabled the Company to borrow on very favorable terms for the New Dawn and ISD acquisitions and to better compete for case management software opportunities that are usually limited to "large" firms, it is unusual for a public company to invest a significant amount of its available cash in the marketable securities of other public companies. The value of these securities could decline, which would adversely affect shareholders' equity.

Also, as of September 30, 2015, the Company's holdings of marketable securities were concentrated in just seven companies and included two based in foreign currencies. Accordingly, a significant decline in the market value and unfavorable changes in the foreign exchange rates of one or more of the Company's holdings may not be offset by hypothetically better performance of other holdings. This concentration of risk may result in a more pronounced effect on shareholders' equity.

In certain circumstances, the Company may be required to recognize losses in a particular security for financial statement purposes even though the Company has not actually sold the security.

Even if the Company's marketable securities as a whole perform extraordinarily well, for accounting reasons, an "other than temporary impairment" in a particular security may result in the need to recognize a loss with respect to that security in the Company's income statement in a particular period. This has happened this fiscal year and in the other two previous fiscal years prior to last year, and it may happen again in the future with respect to the same securities or other securities owned by the Company. This requirement to recognize a loss could have a material effect on the Company's earnings in a particular period. Also, at times, the Company may hold marketable securities denominated in currencies other than the United States Dollar. When it does, the Company may be at risk for significant fluctuations in the applicable foreign currency exchange rates, which would affect the profitability of such marketable securities.

General Corporate Risks

The Company relies heavily on the services of Gerald Salzman.

Gerald Salzman, 76, serves as the Company's president, chief executive officer, chief financial officer, treasurer and assistant secretary. He is also the president, chief executive officer, chief financial officer and secretary of Journal Technologies. If Mr. Salzman's services were no longer available to the Company, it is unlikely that the Company could find a single replacement to perform all of the duties now handled by him, and it could have a significant adverse effect on the Company's business. The Company does not carry key man life insurance, nor has it entered into an employment agreement with Mr. Salzman.

Changes in accounting guidance could have a significant effect on the Company's reported financial results.

Preparing consolidated financial statements requires the Company's management to make estimates and assumptions that affect the reported amount of assets, liabilities, revenues and expenses. These estimates and assumptions are affected by management's application of accounting policies and the prevailing accounting guidance. The Company considers fair value measurement and disclosures, revenue recognition, accounting for software costs, accounting for business combinations, testing for goodwill and intangible impairments and income taxes to be critical accounting policies and estimates. A change in the accounting guidance with respect to one or more of these areas could materially affect the Company's reported financial results.

We cannot be sure that customer information and systems are fully protected against security breaches.

Journal Technologies' software processes and stores customer information in the conduct of its business, including in some cases by utilizing a cloud-based system supplied by a third-party vendor. Despite our efforts to maintain up-to-date security controls, it is possible that our system could be improperly used to access or misappropriate customer systems or information, including personally identifiable or other confidential information. A material security breach of this nature could harm our reputation, cause us to lose current and potential customers, require us to allocate more resources to information security, or subject us or our customers to liability, resulting in increased costs, loss of revenue, or both. The Traditional Business also operates certain websites that process and, in certain cases, store customer information. A minor security breach was discovered on a website operated by The Traditional Business in early fiscal 2015, and although it was remediated, there can be no assurance that there will not be more material breaches in the future. Also, our insurance may not cover all of the costs that we may incur as a result of a material security breach.

The Company has identified certain material weaknesses in its internal control over financial reporting.

The Company has identified certain material weaknesses in its internal control over financial reporting. The Company's internal control over financial reporting has been designed to provide management and the Board of Directors with reasonable assurance regarding the preparation and fair presentation of the Company's consolidated financial statements. As a small company, we have eight experienced employees in the accounting department and three in the IT department. Accordingly, we are not able to segregate duties to the extent we could if we had more people, and we have not sufficiently designed and documented controls that support an effective assessment of our internal controls relating to the prevention of fraud and possible management override of controls. Further, the Company does not have sufficient technical expertise in assessing and applying accounting standards to complex and/or non-routine transactions, reviewing the quarterly and annual tax analysis and provision, and assessing the adequacy of disclosures in the quarterly and annual consolidated financial statements.

We believe that our overall internal control environment is sufficient for a company of our size. However, the existence of material weaknesses means that there is a reasonable possibility that a material misstatement of our financial statements will not be prevented or detected on a timely basis. This may result in legal, operational, financial and regulatory issues. For more information regarding the material weaknesses, the mitigating controls used by the Company and certain remedial steps being taken or considered, please see Part II, Item 9A Controls and Procedures.

Item 1B. Unresolved Staff Comments

None.

Item 2. Properties

The Company owns office and printing facilities in Los Angeles and office space in Logan, Utah and leases space for its other offices under operating leases which expire at various dates through 2020.

The main Los Angeles property is comprised of a two-story, 34,000 square foot building constructed in 1990, which is fully occupied by the Company. Approximately 75% of the building is devoted to office space and the remainder to printing and production equipment and facilities. In 2003, the Company finished building an adjacent 37,000 square foot building and parking facilities on properties it acquired in 1996 and 1998. This building provides additional office, production and storage space. The Company and Journal Technologies occupy this building's first floor and will complete the build-out of the second floor as needed.

In November 2015, the Company purchased a 30,700 square foot office building constructed in 1998 on about 3.6 acres in Logan, Utah that had been previously leased for Journal Technologies.

The Company leases approximately 6,200 square feet of office space (expiring in October 2019) in San Francisco. Journal Technologies leases about 7,100 square feet of office space (expiring in March 2017) in Corona, California. In addition, the Company rents facilities in each of the remaining cities where its staff is located on a month-to-month basis or pursuant to leases generally of no longer than three years' duration. The Company believes that it has adequate office space.

See Note 4 of Notes to Consolidated Financial Statements for information concerning rents payable under leases.

Item 3. Legal Proceedings

From time to time, the Company is subject to litigation arising in the normal course of its business. While it is not possible to predict the results of such litigation, management does not believe the ultimate outcome of these types of matters will have a material adverse effect on the Company's financial position or results of operations or cash flows.

Item 4. Mine Safety Disclosures

Not applicable.

Part II

Item 5. Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities

The following table sets forth the sales prices of the Company's common stock for the periods indicated. Quotations are as reported by the NASDAQ Capital Market.

	High	Low
Fiscal 2015		
Quarter ended December 31, 2014	\$ 280.51	\$ 173.97
Quarter ended March 31, 2015	253.25	168.90
Quarter ended June 30, 2015	222.50	183.61
Quarter ended September 30, 2015	224.17	183.67
Fiscal 2014		
Quarter ended December 31, 2013	\$ 191.85	\$ 134.06
Quarter ended March 31, 2014	194.87	154.12
Quarter ended June 30, 2014	219.68	161.17
Quarter ended September 30, 2014	210.00	168.07

As of December 2, 2015, there were approximately 540 holders of record of the Company's common stock, and the last trade was at \$212.54 per share.

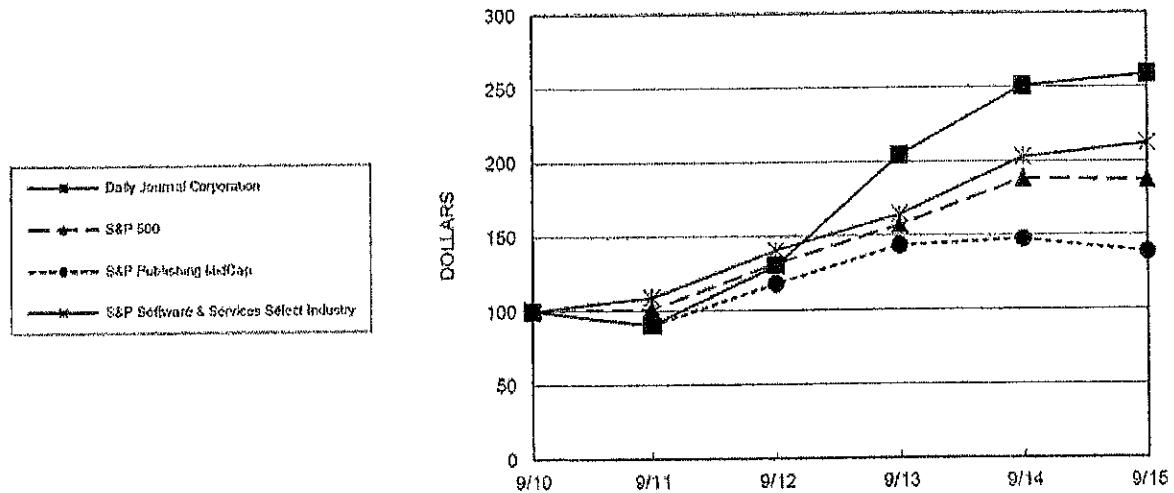
The Company did not declare or pay any dividends during fiscal 2015, 2014 or 2013. A determination by the Company whether or not to pay dividends in the future will depend on numerous factors, including the Company's earnings, cash flow, financial condition, capital requirements, future prospects, acquisition opportunities, and other relevant factors. The Board of Directors does not expect that the Company will pay any dividends or other distributions to shareholders in the foreseeable future.

The Company does not have any equity compensation plans, and it did not sell any securities, whether or not registered under the Securities Act of 1933, during the past three fiscal years.

From time to time, the Company has repurchased shares of its common stock and may continue to do so. The Company maintains a common stock repurchase program that was implemented in 1987 in combination with the Company's Management Incentive Plan. See Note 2 of Notes to Consolidated Financial Statements for more information. The Company's stock repurchase program remains in effect, but the Company did not repurchase any shares during fiscal 2015 or 2014.

The following graph shows a five-year comparison of cumulative total return on the Company's common stock, Standard & Poor's 500 Composite Index, Standard & Poor's Publishing MidCap Index and Standard & Poor's Software & Services Select Industry Index, assuming \$100 was invested on September 30, 2010, and all dividends were reinvested. The Company has not declared a dividend in any of the fiscal years shown.

Daily Journal Corporation
Total Cumulative Shareholder Return for Five Years Ended September 30, 2015



September 30	2010	2011	2012	2013	2014	2015
Daily Journal Corporation	100.00	90.63	130.24	204.15	250.69	268.61
S&P 500	100.00	101.14	131.69	157.17	188.15	187.02
S&P Publishing MidCap	100.00	90.30	118.03	143.53	147.54	138.78
S&P Software & Services Select Industry	100.00	108.95	140.61	164.33	202.47	211.57

Item 6. Selected Financial Data

The following sets forth selected financial data for the Company as of, and for each of the five years ended September 30, 2015. Such data should be read in conjunction with, and is qualified in its entirety by reference to, the Company's consolidated financial statements and the notes thereto and "Management's Discussion and Analysis of Financial Condition and Results of Operations," each included herein.

	Fiscal Year Ended September 30				
	2015	2014	2013	2012	2011
	(Dollar amounts in thousands, except share and per share amounts)				
Consolidated Statement of Comprehensive Income (Loss):					
Revenues					
Advertising, net	\$ 10,502	\$ 11,435	\$ 14,472	\$ 19,221	\$ 21,337
Circulation	5,915	6,038	6,346	6,530	6,767
Advertising service fees and other	2,703	2,800	3,012	3,205	3,428
Licensing and maintenance fees	13,984	12,987	9,942	2,205	2,167
Consulting fees	4,704	4,002	3,406	713	814
Other public service fees	6,170	6,161	498	—	—
	<u>43,978</u>	<u>43,423</u>	<u>37,676</u>	<u>31,874</u>	<u>34,513</u>
Costs and expenses					
Salaries and employee benefits	26,010	25,262	19,236	13,592	13,473
Outside services	3,524	3,212	3,086	2,956	3,168
Postage and delivery costs	1,318	1,281	1,328	1,375	1,437
Newsprint and printing expenses	1,225	1,221	1,307	1,321	1,382
Depreciation and amortization	5,531	5,516	2,441	503	535
Other general and administrative expenses	9,882	9,121	6,489	3,445	3,716
	<u>47,490</u>	<u>45,613</u>	<u>33,887</u>	<u>23,192</u>	<u>23,711</u>
(Loss) income from operations	(3,512)	(2,190)	3,789	8,682	10,802
Other income and expenses					
Dividends and interest income	3,829	3,001	2,541	1,967	1,233
Other income	65	97	54	—	—
Interest expenses on margin loans	(224)	(230)	(97)	—	—
Interest and penalty (expense) expense reversal accrued for uncertain and unrecognized tax benefits	(96)	(537)	—	100	(36)
Gains on sales of capital assets	4	—	1	7	1
Other than temporary impairment losses on investment	(376)	—	(1,719)	(2,855)	—
	<u>(310)</u>	<u>141</u>	<u>4,569</u>	<u>7,901</u>	<u>12,000</u>
Income (loss) before taxes	1,120	490	(790)	(2,360)	(4,160)
Benefit from (provision for) income taxes	810	631	3,779	5,541	7,840
Net income	<u>\$ 810</u>	<u>\$ 631</u>	<u>\$ 3,779</u>	<u>\$ 5,541</u>	<u>\$ 7,840</u>
Weighted average number of common shares outstanding – basic and diluted	<u>1,380,746</u>	<u>1,380,746</u>	<u>1,380,746</u>	<u>1,380,746</u>	<u>1,380,746</u>
Basic and diluted net income per share	<u>\$ 0.59</u>	<u>\$ 0.46</u>	<u>\$ 2.74</u>	<u>\$ 4.01</u>	<u>\$ 5.68</u>
Comprehensive					
Net income	\$ 810	\$ 631	\$ 3,779	\$ 5,541	\$ 7,840
Net change in unrealized appreciation of investments (net of taxes)	(8,811)	22,393	21,292	15,085	(3,627)
Reclassification adjustment of other-than-temporary impairment losses recognized in net income	230	—	1,051	1,720	—
Net change in comprehensive income (loss)	<u>\$ (7,771)</u>	<u>\$ 23,024</u>	<u>\$ 26,122</u>	<u>\$ 22,346</u>	<u>\$ 4,213</u>

	September 30				
	2015	2014	2013	2012	2011
Consolidated Balance Sheet Data:					
Total assets	\$ 228,196	\$ 243,877	\$ 203,063	\$ 120,964	\$ 90,816
Shareholders' equity	128,600	136,371	113,347	87,225	64,879

Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations

Results of Operations

The Company continues to operate as two different businesses: (1) The Traditional Business, being the business of newspaper publishing and related services that the Company had before 1999 when it purchased a majority interest in Sustain, and (2) Journal Technologies, Inc. ("Journal Technologies"), a wholly-owned subsidiary, which includes as of October 1, 2014, the combined operations of Sustain Technologies, Inc. ("Sustain"), a wholly-owned subsidiary since 2008; New Dawn Technologies, Inc. ("New Dawn"), acquired in December 2012; and ISD Technologies, Inc. ("ISD"), acquired in September 2013. Journal Technologies supplies case management software systems and related products to courts, prosecutor and public defender offices, probation departments and other justice agencies, including administrative law organizations, city and county governments and bar associations. These organizations use the Journal Technologies family of products to help manage cases and information electronically, to interface with other critical justice partners and to extend electronic services to bar members and the public, including a website to pay traffic citations online. These products are licensed to more than 500 organizations in 41 states and internationally.

Fiscal 2015 compared to fiscal 2014

Overall Results

During fiscal 2015, consolidated pretax loss was \$310,000 as compared to a profit of \$141,000 in the prior year. The Traditional Business segment's pretax income decreased by \$2,037,000 (65%) to \$1,082,000 from \$3,119,000, primarily resulting from decreases in trustee sale notice and related service fee revenues of \$881,000, commercial advertising revenues of \$237,000 and circulation revenues of \$123,000, and increased expenses of \$384,000 primarily for increased personnel costs and legal, accounting and tax fees. Journal Technologies' business segment pretax loss decreased by \$1,156,000 (20%) to \$4,690,000 from \$5,846,000 primarily resulting from increased licensing and maintenance fees and consulting fees of \$1,699,000 (10%), partially offset by increased personnel costs of \$524,000. The Company's non-operating income, net of expenses, increased by \$430,000 (15%) to \$3,298,000 primarily because of additional dividends and interest income from the Company's marketable securities. There were pretax other than temporary impairment losses on investments of \$376,000 in fiscal 2015 and none in fiscal 2014.

Additional detail about each of the Company's reportable segments, and its corporate income and expenses, is set forth below:

Overall Financial Results (000)
For the twelve months ended September 30

	Reportable Segments				Corporate		Total		
	Traditional Business		Journal Technologies		income and expenses				
	2015	2014	2015	2014	2015	2014	2015	2014	
Revenues									
Advertising	\$ 10,502	\$ 11,435	\$ —	\$ —	\$ —	\$ —	\$ 10,502	\$ 11,435	
Circulation	5,915	6,038	—	—	—	—	5,915	6,038	
Advertising service fees and other	2,703	2,800	—	—	—	—	2,703	2,800	
Licensing and maintenance fees	—	—	13,984	12,987	—	—	13,984	12,987	
Consulting fees	—	—	4,704	4,002	—	—	4,704	4,002	
Other public service fees	—	—	6,170	6,161	—	—	6,170	6,161	
Total revenues	19,120	20,273	24,858	23,150	—	—	43,978	43,423	
Expenses									
Salaries and employee benefits	9,750	9,526	16,260	15,736	—	—	26,010	25,262	
Amortization of intangible assets	12	—	4,895	4,866	—	—	4,907	4,866	
Others	8,276	7,628	8,297	7,857	—	—	16,573	15,485	
Total operating expenses	18,038	17,154	29,452	28,459	—	—	47,490	45,613	
Income (loss) from operations	1,082	3,119	(4,594)	(5,309)	—	—	(3,512)	(2,190)	
Other income (net), primarily dividends and interest income	—	—	—	—	3,674	2,868	3,674	2,868	
Other-than-temporary impairment losses on investments	—	—	—	—	(376)	—	(376)	—	
Interest and penalty expenses accrued for uncertain and unrecognized tax benefits	—	—	(96)	(537)	—	—	(96)	(537)	
Pretax income (loss)	\$ 1,082	\$ 3,119	\$ (4,690)	\$ (5,846)	\$ 3,298	\$ 2,868	\$ (310)	\$ 141	

At September 30, 2015, the aggregate fair market value of the Company's marketable securities was \$166,041,000. These securities had approximately \$111,498,000 of unrealized gains before taxes of \$43,278,000 and generated approximately \$3,829,000 in dividends and interest income during the year, which lowers the Company's effective income tax rate because of the dividends received deduction.

Consolidated revenues were \$43,978,000 and \$43,423,000 for fiscal 2015 and 2014, respectively. This increase of \$555,000 (1%) was primarily from additional Journal Technologies licensing and maintenance and consulting revenues of \$1,699,000, partially offset by the reduction in The Traditional Business's trustee sale notice and related service fee revenues of \$881,000, commercial advertising revenues of \$237,000 and circulation revenues of \$123,000. The Company's revenues derived from Journal Technologies' operations constituted about 57% and 53% of the Company's total revenues for fiscal 2015 and 2014, respectively.

Consolidated operating costs and expenses increased by \$1,877,000 (4%) to \$47,490,000 from \$45,613,000, primarily resulting from additional expenses for Journal Technologies. Total personnel costs increased by \$748,000 (3%) to \$26,010,000 from \$25,262,000 including additional personnel costs for Journal Technologies of \$524,000. Other general and administrative expenses increased by \$761 (8%) to \$9,882 from \$9,121 mainly because of increased travel for installation services and selling expenses.

There was net income per share of \$0.59 for fiscal 2015 as compared with \$0.46 per share in the prior year.

The Traditional Business

The Traditional Business segment advertising revenues, which declined by \$933,000 (8%) to \$10,502,000 from \$11,435,000, are very much dependent on the number of California and Arizona foreclosures for which public notice advertising is required by law. The number of foreclosure notices published by the Company decreased by 21% during fiscal 2015 as compared to the prior year and accounted for almost all of the decline in revenues. Because this slowing is expected to continue, there will be fewer foreclosure notice advertisements and declining revenues in fiscal 2016, and the Company's print-based earnings will also likely decline significantly because it will be impractical for the Company to offset all revenue loss by expense reduction. The Company's smaller newspapers, those other than the Los Angeles and San Francisco Daily Journals ("The Daily Journals"), accounted for about 92% of the total public notice advertising revenues in fiscal 2015. Public notice advertising revenues and related advertising and other service fees constituted about 22% and 24% of the Company's total revenues for fiscal 2015 and 2014, respectively. Because of this concentration, the Company's revenues would be significantly affected if California (and to a lesser extent Arizona) eliminated the legal requirement to publish public notices in adjudicated newspapers of general circulation, as has been proposed from time to time. Also, if the adjudication of one or more of the Company's newspapers was challenged and revoked, those newspapers would no longer be eligible to publish public notice advertising, and it could have a material adverse effect on the Company's revenues. Commercial advertising revenues decreased by \$237,000 (6%) to \$3,611,000 from \$3,848,000 because of the continuing challenges in the commercial advertising business.

The Daily Journals accounted for about 87% of the Company's total circulation revenues, which declined by \$123,000 (2%) to \$5,915,000 from \$6,038,000. The court rule and judicial profile services generated about 10% of the total circulation revenues, with the other newspapers and services accounting for the balance. Advertising service fees and other are Traditional Business segment revenues, which include primarily (i) agency commissions received from outside newspapers in which the advertising is placed and (ii) fees generated when filing notices with government agencies.

The Traditional Business segment operating expenses increased by \$884,000 (5%) to \$18,038,000 from \$17,154,000 primarily due to increased personnel costs of \$224,000 and additional legal, accounting and tax fees of \$387,000.

Journal Technologies

Journal Technologies' revenues increased by \$1,708,000 (7%) to \$24,858,000 from \$23,150,000 in the prior year. Licensing and maintenance fees increased by \$997,000 (8%) to \$13,984,000 from \$12,987,000. Consulting fees increased by \$702,000 (18%) to \$4,704,000 from \$4,002,000. In most cases, revenues from new installation projects will only be recognized, if at all, upon completion and acceptance of the services by the various customers. Deferred revenues on installation contracts primarily represent the fair value of advances from customers of Journal Technologies for software licenses and installation services. After a customer's acceptance of the completed project, the advances are generally no longer at risk of refund and are therefore considered earned. Deferred revenues on license and maintenance contracts represent prepayments of annual license and maintenance fees and are recognized ratably over the maintenance period.

Journal Technologies' operating expenses, which included the amortization of intangible assets of \$4,895,000 and \$4,866,000 in fiscal 2015 and 2014, respectively, increased by \$993,000 (3%) to \$29,452,000 from \$28,459,000 primarily due to increased personnel costs of \$524,000 and travel expenses of \$576,000. Identifiable intangible assets, including customer relationships and developed technology, are being amortized on a straight-line basis over five years due to the short life cycle of technology that customer relationships depend on and over 15 years for tax purposes. Goodwill, which is not amortized for financial statement purposes, is amortized over a 15-year period for tax purposes. Goodwill represents the expected synergies in expanding the Company's software business. Goodwill is evaluated for impairment annually, or whenever events or changes in circumstances indicate that the value may not be recoverable. Considered factors for potential goodwill impairment evaluation include the current year's business profitability before intangible amortization, fluctuations of revenues, changes in the market place, the status of installation contracts and new business, among other things. The Company is continuing to update and upgrade its software products. These costs are expensed as incurred and will impact earnings at least through the foreseeable future.

Taxes

The Company recorded an income tax benefit of \$1,120,000 on pretax loss of \$310,000 in fiscal 2015. The effective tax rate was lower than the statutory rate primarily due to the dividends received deduction, the domestic production activity deduction and a discrete benefit of approximately \$400,000 related to the California Enterprise Zone hiring credits which resulted from the Company's filing amended California tax returns for fiscal 2010 through fiscal 2013. A benefit of this tax credit was recognized in the fiscal 2014 amended tax return. On pretax income of \$141,000 for fiscal 2014, the Company recorded a tax benefit of \$490,000. The Company's effective tax rate was 361% and -348% for fiscal 2015 and 2014, respectively.

At September 30, 2015, the Company had an accrued liability of approximately \$2,991,000 for uncertain and unrecognized tax benefits relating to an acquisition in fiscal 2013, after a reduction of \$253,000 resulting from the recognition of deferred revenues and from the amortization of goodwill for tax purposes. The Company does not anticipate a significant increase or decrease in this liability in the next twelve months. If recognized, it is expected that these unrecognized tax benefits would not have a significant impact on the Company's effective tax rate. At September 30, 2014, the Company evaluated a tax position taken on its prior year tax return and determined that the position did not meet the more likely than not criteria because that position taken was in contrary to the one accounted for in purchase accounting. The Company thus accrued a liability of approximately \$3,244,000 for uncertain and unrecognized tax benefits at September 30, 2014. There was no such an accrual in fiscal 2013.

During fiscal 2015, 2014 and 2013, interest expense of approximately \$96,000, \$537,000 and \$0, respectively, was recorded as "interest and penalty expense accrued for uncertain and unrecognized tax benefits" in the consolidated statements of comprehensive income (loss). The Company files federal income tax returns in the United States and with various state jurisdictions and is no longer subject to examinations for fiscal years before fiscal 2012 with regard to federal income taxes and fiscal 2011 for state income taxes.

Fiscal 2014 compared to fiscal 2013

During fiscal 2014, consolidated pretax income decreased by \$4,428,000 (97%) to \$141,000 from \$4,569,000 in the prior year. The Traditional Business segment's pretax income decreased by \$4,355,000 (61%) to \$3,119,000 from \$7,974,000, primarily resulting from a reduction in trustee sale notice and related service fee revenues of \$2,825,000 and commercial advertising revenues of \$423,000. Dividends and interest income increased by \$460,000. There were pretax other than temporary impairment losses on investments of \$1,719,000 in fiscal 2013 but none in fiscal 2014. Journal Technologies' business segment pretax loss increased by \$1,611,000 (39%) primarily because of the two acquisitions as further discussed below. (Journal Technologies included 12 months of operations for Sustain, New Dawn and ISD in fiscal 2014, and 12 months for Sustain, less than 10 months for New Dawn and 1 month for ISD in fiscal 2013.)

Consolidated revenues were \$43,423,000 and \$37,676,000 for fiscal 2014 and 2013, respectively. This increase of \$5,747,000 (15%) was primarily from the additional Journal Technologies' revenues of \$9,304,000, partially offset by the reduction in trustee sale notice and related service fee revenues of \$2,825,000 and commercial advertising revenues of \$423,000. The Company's revenues derived from Journal Technologies' operations constituted about 53% and 37% of the Company's total revenues for fiscal 2014 and 2013, respectively.

Consolidated operating costs and expenses increased by \$11,726,000 (35%) to \$45,613,000 from \$33,887,000, primarily for Journal Technologies. Total personnel costs increased by \$6,026,000 (31%) to \$25,262,000 from \$19,236,000 including additional personnel costs for Journal Technologies of \$4,645,000 and a reduced decrease of \$1,740,000 in the expenses related to the Company's Management Incentive Plan ("Incentive Plan"). The reduced decrease in Incentive Plan expense consisted of a reduction of \$840,000 in the long-term Incentive Plan accrual during fiscal 2014 due to reduced estimated current and future consolidated pretax income before this accrual versus a reduction of \$2,580,000 in the prior comparable year. This reduction occurred because the Incentive Plan is based primarily on the pretax income of the Company before adjustment for certain items. Depreciation and amortization costs increased by \$3,075,000 (126%) to \$5,516,000 mainly resulting from the additional amortization of Journal Technologies' intangible costs of \$3,001,000. Other general and administrative expenses also increased by \$2,632,000 (41%) primarily resulting from additional rent, sales and marketing expenses for Journal Technologies and increased professional fees, including those associated with the acquisitions of New Dawn and ISD described below and the fiscal 2013 audit.

The Traditional Business segment advertising revenues declined by \$3,037,000 (21%) to \$11,435,000 from \$14,472,000. The number of foreclosure notices published by the Company decreased by 51% during fiscal 2014 as compared to fiscal 2013. The Company's smaller newspapers, those other than the Los Angeles and San Francisco Daily Journals ("The Daily Journals"), accounted for about 96% of the total public notice advertising revenues in fiscal 2014. Public notice advertising revenues and related advertising and other service fees constituted about 24% of the Company's total revenues in fiscal 2014. Commercial advertising revenues declined by \$423,000 (10%) to \$3,848,000 from \$4,271,000.

The Daily Journals accounted for about 86% of the Company's total circulation revenues, which declined by \$308,000 (5%) to \$6,038,000 from \$6,346,000. The court rule and judicial profile services generated about 11% of the total circulation revenues, with the other newspapers and services accounting for the balance.

The Traditional Business segment operating costs and expenses increased by \$1,298,000 (8%) to \$17,154,000 from \$15,856,000 primarily due to annual salary adjustments and a reduced decrease of \$1,740,000 in expenses related to the Incentive Plan.

Journal Technologies' revenues increased by \$9,304,000 (67%) to \$23,150,000 from \$13,846,000 in the prior year, primarily due to the acquisitions of New Dawn and ISD. Licensing and maintenance fees increased by \$3,045,000 (31%) to \$12,987,000 from \$9,942,000. Consulting fees increased by \$596,000 (17%) to \$4,002,000 from \$3,406,000. Other public service fees increased by \$5,663,000 from \$498,000 (1 month only as ISD was acquired in September 2013 and accounts for most of these fees) to \$6,161,000.

Journal Technologies' operating expenses increased by \$10,428,000 (58%) to \$28,459,000 from \$18,031,000 in the prior year primarily due to the two acquisitions, and included an increase in the amortization costs of \$3,001,000.

The Company recorded an income tax benefit of \$490,000 on pretax income of \$141,000 in fiscal 2014. The income tax benefit was higher than the amount computed using the statutory rate because of the dividends received deduction and the domestic production activity deduction. On pretax income of \$4,569,000 for fiscal 2013, the Company recorded a tax provision of \$790,000 which was lower than the amount computed using the statutory rate primarily because of the dividends received deduction and the domestic production activity deduction. The Company's effective tax rate was -348% and 17% for fiscal 2014 and 2013, respectively.

At September 30, 2014, the Company accrued a liability of approximately \$3,244,000 for uncertain and unrecognized tax benefits relating to an acquisition in fiscal 2013. This was a result of the Company's evaluation of the tax position taken in its prior year tax return resulting in the conclusion that the tax position did not meet more likely than not criteria. The prior year's income tax return which was filed in July 2014 reflected an income tax position contrary to the one accounted for in purchase accounting in fiscal 2013. Interest and penalties of approximately \$537,000 were recorded as "interest and penalty expense accrued for uncertain and unrecognized tax benefits" in the statement of comprehensive income.

At September 30, 2013 and 2012, there were no unrecognized tax benefits for the uncertain tax positions as the Company settled the previously claimed research and development credits in its tax returns for the fiscal 2002 to 2007 years with the Internal Revenue Service in March 2012.

Net income per share decreased to \$0.46 from \$2.74.

Comprehensive income (loss) includes net income and unrealized net (losses) gains on investments, net of taxes, as summarized below:

Comprehensive (Loss) Income

	Fiscal Year Ended September 30		
	2015	2014	2013
Net income	\$ 810,000	\$ 631,000	\$ 3,779,000
Net (decrease) increase in unrealized appreciation of investments (net of taxes)	(8,811,000)	22,393,000	21,292,000
Reclassification adjustment of other-than-temporary impairment losses recognized in net income (net of taxes)	230,000	—	1,051,000
	<u>\$ (7,771,000)</u>	<u>\$ 23,024,000</u>	<u>\$ 26,122,000</u>

The Company's Traditional Business is one reportable segment and the other is Journal Technologies. Additional detail about each of the reportable segments is set forth below:

Reportable Segments

	Reportable Segments		Corporate income and expenses	Total
	Traditional Business	Journal Technologies		
Fiscal 2013				
Revenues				
Advertising, net	\$ 10,502,000	\$ —	\$ —	\$ 10,502,000
Circulation	5,915,000	—	—	5,915,000
Advertising service fees and other	2,703,000	—	—	2,703,000
Licensing and maintenance fees	—	13,984,000	—	13,984,000
Consulting fees	—	4,704,000	—	4,704,000
Other public service fees	—	6,170,000	—	6,170,000
Operating expenses	18,038,000	29,452,000	—	47,490,000
Income (loss) from operations	1,082,000	(4,594,000)	—	(3,512,000)
Dividends and interest income	—	—	3,829,000	3,829,000
Other income and capital gains	—	—	69,000	69,000
Interest expense on margin loans	—	—	(224,000)	(224,000)
Interest expense accrued for uncertain and unrecognized tax benefits	—	(96,000)	—	(96,000)
Other-than-temporary impairment losses on investments	—	—	(376,000)	(376,000)
Pretax income (loss)	1,082,000	(4,690,000)	3,298,000	(310,000)
Income tax benefit (expense)	(70,000)	1,580,000	(390,000)	1,120,000
Net income (loss)	1,012,000	(3,110,000)	2,908,000	810,000
Total assets	15,047,000	47,108,000	166,041,000	228,196,000
Capital expenditures	425,000	140,000	—	565,000
Amortization of intangible assets	12,000	4,895,000	—	4,907,000

	Reportable Segments		Corporate income and expenses	Total
	Traditional Business	Journal Technologies		
Fiscal 2014				
Revenues				
Advertising, net	\$ 11,435,000	\$ —	\$ —	\$ 11,435,000
Circulation	6,038,000	—	—	6,038,000
Advertising service fees and other	2,800,000	—	—	2,800,000
Licensing and maintenance fees	—	12,987,000	—	12,987,000
Consulting fees	—	4,002,000	—	4,002,000
Other public service fees	—	6,161,000	—	6,161,000
Operating expenses	17,154,000	28,459,000	—	45,613,000
Income (loss) from operations	3,119,000	(5,309,000)	—	(2,190,000)
Dividends and interest income	—	—	3,001,000	3,001,000
Other income and capital gains	—	—	97,000	97,000
Interest expenses	—	—	(230,000)	(230,000)
Interest expense accrued for uncertain and unrecognized tax benefits	—	(537,000)	—	(537,000)
Pretax income (loss)	3,119,000	(5,846,000)	2,868,000	141,000
Income tax benefit (expense)	(1,460,000)	2,350,000	(400,000)	490,000
Net income (loss)	1,659,000	(3,496,000)	2,468,000	631,000
Total assets	18,228,000	51,973,000	173,676,000	243,877,000
Capital expenditures	110,000	325,000	—	435,000
Amortization of intangible assets	—	4,866,000	—	4,866,000

	Reportable Segments		Corporate income and expenses	Total
	Traditional Business	Journal Technologies*		
Fiscal 2013*				
Revenues				
Advertising, net	\$ 14,472,000	\$ —	\$ —	\$ 14,472,000
Circulation	6,346,000	—	—	6,346,000
Advertising service fees and other	3,012,000	—	—	3,012,000
Licensing and maintenance fees	—	9,942,000	—	9,942,000
Consulting fees	—	3,406,000	—	3,406,000
Other public service fees	—	498,000	—	498,000
Operating expenses	15,856,000	18,071,000	—	33,887,000
Income (loss) from operations	7,974,000	(4,185,000)	—	3,789,000
Dividends and interest income	—	—	2,541,000	2,541,000
Other income and capital gains	—	—	55,000	54,000
Interest expenses	—	—	(97,000)	(97,000)
Other-than-temporary impairment losses on investments	—	—	(1,719,000)	(1,719,000)
Pretax income (loss)	7,974,000	(4,185,000)	780,000	4,569,000
Income tax benefit (expense)	(3,301,000)	2,263,000	248,000	(790,000)
Net income (loss)	4,673,000	(1,922,000)	1,028,000	3,779,000
Total assets	18,458,000	47,611,000	136,994,000	203,063,000
Capital expenditures	96,000	184,000	—	280,000
Amortization of intangible assets	—	1,865,000	—	1,865,000

* Includes (i) New Dawn's financial results from December 5, 2012 through September 30, 2013 with revenues of \$10,403,000 and expenses of \$10,625,000 (including intangible amortization expenses of \$1,587,000), and (ii) ISD's September 2013 financial results with revenues of \$784,000 and expenses of \$694,000 (including intangible amortization expenses of \$278,000).

Disclosure of Contractual Obligations

The following table sets forth certain contractual obligations as of September 30, 2015:

	Contractual Obligations (000)				
	Less than 1 year	1-3 years	3-5 years	More than 5 years	Total
Obligations under operating leases	\$ 629	\$ 779	\$ 319	\$ —	\$ 1,727
Long-term accrued liabilities *	—	15	—	32	47
	\$ 629	\$ 794	\$ 319	\$ 32	\$ 1,774

* The long-term accrued liabilities are discounted to the present value using a discount rate of 6%.

In addition, during fiscal 2013 the Company borrowed \$29,493,000 from its investment margin account for the acquisitions of New Dawn and ISD. These investment margin account borrowings do not mature. The interest rate for these investment margin account borrowings fluctuates based on the Federal Funds Rate plus 50 basis points with interest only payable monthly. The interest rate as of September 30, 2015 was 0.75%, and there has been no fluctuation in the interest rate since December 2012. The Company also accrued a liability of approximately \$2,991,000 for uncertain and unrecognized tax benefits relating to one of the acquisitions in fiscal 2013.

Liquidity and Capital Resources

During fiscal 2015, the Company's cash and cash equivalents and marketable security positions decreased by \$7,428,000 to \$181,658,000. After selling marketable securities for \$4,044,000 and realizing a pretax gain of approximately \$4,000, cash and cash equivalents were used primarily for the purchase of other marketable securities of \$10,977,000 and capital assets, including computer software and office equipment of about \$565,000. The investments in marketable securities, which had an adjusted cost basis of approximately \$54,543,000 and had a market value of about \$166,041,000 at September 30, 2015, generated approximately \$3,829,000 in dividends and interest income, which lowers the Company's effective income tax rate because of the dividends received deduction. As of September 30, 2015, there were unrealized investment pretax gains of \$111,498,000 as compared to \$125,700,000 as of September 30, 2014. Most of the unrealized gains were in the common stocks of three U.S. financial institutions.

The cash provided by operating activities of \$7,755,000 included decreases in deferred installation contracts, deferred maintenance agreements and others and deferred subscriptions of \$932,000. Cash flows from operating activities increased by \$3,248,000 during fiscal 2015 as compared to the prior year primarily because of decreases in accounts receivable of \$5,145,000 resulting from more collections, partially offset by increases in accrued liabilities of \$1,015,000.

As of September 30, 2015, the Company had working capital of \$122,947,000, including the liabilities for deferred subscriptions and deferred installation contracts and deferred maintenance agreements and others of \$18,109,000, which are scheduled to be earned within one year, and the deferred tax liability of \$43,278,000 for the unrealized gains described above.

The Company believes that it will be able to fund its operations for the foreseeable future through its cash flows from operating activities and its current working capital and expects that any such cash flows will be invested in its businesses. The Company may or may not have the ability to borrow against its marketable securities on favorable terms as it did for prior acquisitions. The Company also may entertain additional business acquisition opportunities. Any excess cash flows could be used to reduce the investment margin account liability or invested as management and the Board of Directors deem appropriate at the time.

Such investments may include additional securities of the companies in which the Company has already invested, securities of other companies, government securities (including U.S. Treasury Notes and Bills) or other instruments. The decision as to particular investments will be driven by the Company's belief about the risk/reward profile of the various investment choices at the time, and it may utilize government securities as a default if attractive opportunities for a better return are not available. The Company's Chairman of the Board, Charles Munger, is also the vice chairman of Berkshire Hathaway Inc., which maintains a substantial investment portfolio. The Company's Board of Directors has utilized his judgment and suggestions, as well as those of J.P. Guerin, the Company's vice chairman, when selecting investments, and both of them will continue to play an important role in monitoring existing investments and selecting any future investments.

As of September 30, 2015, the investments were concentrated in just seven companies. Accordingly, a significant decline in the market value of one or more of the Company's investments may not be offset by the hypothetically better performance of other investments, and that could result in a large decrease in the Company's shareholders' equity and, under certain circumstances, in the recognition of impairment losses in the Company's income statement (such as the other-than-temporary impairment losses of \$376,000 recognized during this year, \$1,719,000 recognized in fiscal 2013 and \$2,855,000 recognized in fiscal 2012).

Critical Accounting Policies and Estimates

The Company's financial statements and accompanying notes are prepared in accordance with U.S. generally accepted accounting principles. Preparing financial statements requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenues and expenses. These estimates and assumptions are affected by management's application of accounting policies. Management believes that revenue recognition, accounting for software costs, fair value measurement and disclosures (including for the long-term Incentive Plan liabilities), accounting for business combinations, testing for goodwill impairment and income taxes are critical accounting policies and estimates.

For the Traditional Business, proceeds from the sale of subscriptions for newspapers, court rule books and other publications and other services are recorded as deferred revenue and are included in earned revenue only when the services are provided, generally over the subscription term. Advertising revenues are recognized when advertisements are published and are net of commissions. An allowance for doubtful accounts for receivable is recorded.

Journal Technologies recognizes revenues in accordance with the provisions of Accounting Standards Codification ("ASC") ASC 985-605, *Software—Revenue Recognition* and ASC 605-35 *Construction-Type and Production-Type Contracts*. Revenues from leases of software products are recognized over the life of the lease while revenues from software product sales are generally recognized upon delivery, installation or acceptance pursuant to a signed agreement. Revenues from annual license and maintenance agreements generally call for the Company to provide software updates and upgrades to customers and are recognized ratably over the maintenance period. Consulting and other services are recognized upon acceptance by the customers under the completed contract method. The Company elects to use the completed contract method because each customer's acceptance is unpredictable and reliable estimates of the progress towards completion cannot be made. Only after a customer's acceptance of a completed project are customer advances generally no longer at risk of refund and are therefore considered earned. Other public service fees, as disclosed in the consolidated statements of comprehensive income (loss), are primarily service fees earned and recognized as revenues at the time when the Company processes credit card payments on behalf of the courts via its ePayIt secure websites through which the general public can pay traffic citations and obtain traffic school information.

The Company has established Vendor Specific Objective Evidence (VSOB) of the fair value of annual maintenance because a substantial majority of Journal Technologies' actual maintenance renewals is within a narrow range of pricing as a percentage of the underlying license fees for the legacy contracts and is deemed substantive.

ASC 985-20, *Accounting for the Costs of Computer Software to be Sold, Leased, or Otherwise Marketed*, provides that costs related to the research and development of a new software product are to be expensed as incurred until the technological feasibility of the product is established. Accordingly, costs related to the development of new software products are expensed as incurred until technological feasibility has been established, at which time such costs are capitalized, subject to expected recoverability. In general, "technological feasibility" is achieved when the developer has established the necessary skills, hardware and technology to produce a product and a detailed program design has been (i) completed, (ii) traced to the product specifications and (iii) reviewed for high-risk development issues. The Company believes its process for developing software is essentially completed concurrent with the establishment of technological feasibility, and accordingly, no software development costs have been capitalized to date.

ASC 820, *Fair Value Measurement and Disclosures*, requires the Company to (i) disclose the amounts of transfers in and out of Level 1 and Level 2 fair value measurements and the reasons for the transfers and (ii) present separately information about purchases, sales, issuances and settlements in the reconciliation of Level 3 measurements. This guidance also provides clarification of existing disclosures requiring the Company to determine each class of its investments based on risk and to disclose the valuation techniques and inputs used to measure fair value for both Level 2 and Level 3 measurements. The Company made no transfers in and out of Level 1 and Level 2 measurements in fiscal years 2012, 2013 and 2014. During that time all of the Company's investments have been quoted on public markets and, therefore, all fair value calculations have been based on Level 1 measurements. The estimated Incentive Plan's future commitment is calculated using Level 3 inputs, as defined in the fair value hierarchy, based on an average of the current year and the current expectation of fiscal 2015 pretax earnings before certain items, discounted to the present value at 6% since each granted Incentive Plan Unit will expire over its remaining life term of up to 10 years.

ASC 805, *Business Combinations*, requires the use of the purchase method of accounting in connection with the acquisition of businesses. This requires all of the acquired assets and liabilities to be recorded at their fair values and for the purchase price to be allocated accordingly. Furthermore, intangible assets must be categorized and separated into two groups: those with an identifiable remaining useful life and those with an indefinite useful life. The latter is classified as goodwill. In fiscal 2013, the acquisitions of New Dawn and ISD resulted in the Company allocating \$13,400,000 to goodwill. The identifiable intangible assets acquired for New Dawn and ISD were based on Level 3 fair value measurements using an income approach discounted to the present value.

The Company analyzes goodwill for possible impairment under ASC 350, *Intangibles – Goodwill and Other*, annually or whenever events or changes in circumstances indicate that the value may not be recoverable. Considered factors for potential goodwill impairment evaluation for the reporting units include current year's business profitability before intangible amortization, fluctuations of revenues, changes in the market place, the status of installation contracts and new business, among other things. In addition, ASC 2011-08, *Testing Goodwill for Impairment*, allows for the option of performing a qualitative assessment before calculating the fair value of a reporting unit. If it is determined based on qualitative factors that there is no impairment to goodwill, then the fair value of a reporting unit is not needed. If a quantitative analysis is required and the unit's carrying amount exceeds its fair value, then the second step is performed to measure the amount of potential impairment. The Company's annual goodwill impairment analysis in 2014 did not result in an impairment charge based on the qualitative assessment using the above-mentioned considered factors for potential goodwill impairment.

ASC 740, *Income Taxes*, establishes financial accounting and reporting standards for the effect of income taxes. The objectives of accounting for income taxes are to recognize the amount of taxes payable or refundable for the current year and the deferred tax liabilities and assets for the future tax consequences of events that have been recognized in the financial statements or tax returns. This accounting guidance also prescribes recognition thresholds and measurement attributes for the financial statements recognition and measurement of a tax position taken or expected to be taken in a tax return. Judgment is required in assessing the future tax consequences of events that have been recognized in the Company's financial statements or tax returns. Fluctuations in the actual outcome of these future tax consequences could materially impact the Company's financial position or its results of operations and its deferred tax liabilities related to the net unrealized gains on investments. See Note 3 of Notes to Consolidated Financial Statements for further discussion.

ASC 280-10, *Segment Reporting*, defines operating segments as components of a public entity that has discrete financial information that is evaluated regularly by the Company's Chief Executive Officer to decide how to allocate resources and to assess performance. In accordance with ASC 280-10, the Company has two reportable business segments which are: (i) Traditional Business and (ii) Journal Technologies.

The above discussion and analysis should be read in conjunction with the consolidated financial statements and the notes thereto included in this report.

Item 7A. Qualitative and Quantitative Disclosures about Market Risk

In December 2012, the Company borrowed from its investment margin account the purchase price of \$14 million for the New Dawn acquisition, and in September 2013, it borrowed another \$15.5 million for the ISD acquisition, in each case pledging its marketable securities as collateral. The interest rate for these investment margin account borrowings fluctuates based on the Federal Funds Rate plus 50 basis points with interest only payable monthly. The interest rate as of September 30, 2015 was 0.75%, and there has been no fluctuation in the interest rate since December 2012. The Company was not subject to any significant interest rate risk during such period.

Foreign Currency Risk

The Company holds foreign marketable securities based in South Korean Won and Hong Kong Dollar that are subject to risk associated with changes in the exchange rates of these currencies against the United States Dollar. The fair value of the foreign marketable security held in South Korean Won was \$8,694,000, and the adjusted cost was \$10,977,000 as of September 30, 2015. The exchange rate of the South Korean Won against the United States Dollar was \$0.00095 and \$0.00084 at October 1, 2014 and September 30, 2015, respectively. The fair value of the foreign marketable security held in Hong Kong Dollar was \$26,355,000, and the adjusted cost was \$9,697,000 as of September 30, 2015. The exchange rate of the Hong Kong Dollar against the United States Dollar was \$0.12877 and \$0.12903 at October 1, 2014 and September 30, 2015, respectively.

Equity Price Risk

The Company owns marketable securities and is subject to equity price risk. The following table summarizes our equity securities with significant equity price risk as of September 30, 2015 and 2014. The effects of a hypothetical 30% increase and a 30% decrease in market prices as of those dates are also shown. The selected 30% hypothetical changes do not reflect what could be considered the best or worst case scenarios. Indeed, results could be far better or worse due both to the nature of equity markets and the aforementioned concentration in our equity investment portfolio.

Equity Price Risk (000)					
	Fair Value	Hypothetical Price Change	Estimated Fair Value after Hypothetical Change in Prices	Hypothetical Percentage Increase (Decrease) in Shareholders' Equity	
September 30, 2015					
Equity securities	\$ 158,705	30% increase	\$ 206,317	37% increase	
		30% decrease	111,094	37% decrease	
September 30, 2014					
Equity securities	165,734	30% increase	215,454	36% increase	
		30% decrease	116,014	36% decrease	

Item 8. Financial Statements and Supplementary Data

Report of Independent Registered Public Accounting Firm

The Board of Directors and Shareholders of Daily Journal Corporation

We have audited the accompanying consolidated balance sheets of Daily Journal Corporation as of September 30, 2015 and 2014 and the related consolidated statements of comprehensive income (loss), shareholders' equity, and cash flows for the years then ended. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Daily Journal Corporation at September 30, 2015 and 2014, and the results of its operations and its cash flows for the years then ended, in conformity with accounting principles generally accepted in the United States of America.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), Daily Journal Corporation's internal control over financial reporting as of September 30, 2015, based on criteria established in *Internal Control – Integrated Framework (1992)* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO) and our report dated December 14, 2015 expressed an adverse opinion thereon.

/s/ BDO USA, LLP

Los Angeles, California
December 14, 2015

The Board of Directors and Shareholders of Daily Journal Corporation

We have audited the accompanying consolidated statements of comprehensive income, shareholders' equity, and cash flows of Daily Journal Corporation for the year ended September 30, 2013. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated results of operations and cash flows of Daily Journal Corporation for the year ended September 30, 2013, in conformity with U.S. generally accepted accounting principles.

/s/ Ernst & Young, LLP

Los Angeles, California
June 24, 2014

DAILY JOURNAL CORPORATION

CONSOLIDATED BALANCE SHEETS

	September 30	
	2015	2014
ASSETS		
Current assets		
Cash and cash equivalents	\$ 15,617,000	\$ 15,410,000
Marketable securities, including common stocks of \$158,705,000 and bonds of \$7,336,000 at September 30, 2015 and common stocks of \$165,734,000 and bonds of \$7,942,000 at September 30, 2014	166,041,000	173,676,000
Accounts receivable, less allowance for doubtful accounts of \$250,000 at September 30, 2015 and 2014	5,673,000	8,566,000
Inventories	48,000	51,000
Prepaid expenses and other assets	684,000	983,000
Income tax receivable	765,000	2,051,000
Total current assets	188,828,000	200,737,000
Property, plant and equipment, at cost		
Land, buildings and improvements	12,773,000	12,814,000
Furniture, office equipment and computer software	2,655,000	2,889,000
Machinery and equipment	1,864,000	1,864,000
	17,292,000	17,567,000
Less accumulated depreciation	(8,335,000)	(8,552,000)
	8,957,000	9,015,000
Intangibles, net	12,990,000	17,744,000
Goodwill	13,400,000	13,400,000
Deferred income taxes, net	4,021,000	2,981,000
	\$ 228,196,000	\$ 243,877,000
LIABILITIES AND SHAREHOLDERS' EQUITY		
Current liabilities		
Accounts payable	\$ 4,212,000	\$ 4,344,000
Accrued liabilities	2,919,000	3,118,000
Deferred subscriptions	3,474,000	3,381,000
Deferred installation contracts	7,820,000	8,896,000
Deferred maintenance agreements and others	6,815,000	7,031,000
Deferred income taxes, net	40,641,000	46,502,000
Total current liabilities	65,881,000	73,272,000
Long term liabilities		
Investment margin account borrowings	29,493,000	29,493,000
Deferred maintenance agreements	551,000	180,000
Income tax payable	2,991,000	3,244,000
Accrued interest and penalty for uncertain and unrecognized tax benefits	633,000	537,000
Accrued liabilities	47,000	780,000
Total long term liabilities	33,715,000	34,234,000
Commitments and contingencies (Notes 4 and 5)		
Shareholders' equity		
Preferred stock, \$.01 par value, 5,000,000 shares authorized and no shares issued	—	—
Common stock, \$.01 par value, 5,000,000 shares authorized; 1,805,053 shares issued, including 424,307 treasury shares, at September 30, 2015 and 2014	14,000	14,000
Additional paid-in capital	1,755,000	1,755,000
Retained earnings	59,111,000	58,301,000
Accumulated other comprehensive income	67,720,000	76,301,000
Total shareholders' equity	128,600,000	136,371,000
	\$ 228,196,000	\$ 243,877,000

See accompanying Notes to Consolidated Financial Statements

DAILY JOURNAL CORPORATION

CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (LOSS)

	2015	2014	2013
Revenues			
Advertising, net	\$ 10,502,000	\$ 11,435,000	\$ 14,472,000
Circulation	5,915,000	6,038,000	6,346,000
Advertising service fees and other	2,703,000	2,800,000	3,012,000
Licensing and maintenance fees	13,984,000	12,987,000	9,942,000
Consulting fees	4,704,000	4,002,000	3,406,000
Other public service fees	6,170,000	6,161,000	498,000
	<u>43,978,000</u>	<u>43,423,000</u>	<u>37,676,000</u>
Costs and expenses			
Salaries and employee benefits	26,010,000	25,262,000	19,236,000
Outside services	3,524,000	3,212,000	3,086,000
Postage and delivery expenses	1,318,000	1,281,000	1,328,000
Newsprint and printing expenses	1,225,000	1,221,000	1,307,000
Depreciation and amortization	5,531,000	5,516,000	2,441,000
Other general and administrative expenses	9,882,000	9,121,000	6,489,000
	<u>47,490,000</u>	<u>45,613,000</u>	<u>33,887,000</u>
(Loss) income from operations	(3,512,000)	(2,190,000)	3,789,000
Other income (expenses)			
Dividends and interest income	3,829,000	3,001,000	2,541,000
Other income	65,000	97,000	54,000
Interest expense on margin loans	(224,000)	(230,000)	(97,000)
Interest and penalty expense accrued for uncertain and unrecognized tax benefits	(96,000)	(537,000)	—
Gains on sales of marketable securities/capital assets	4,000	—	1,000
Other-than-temporary impairment losses on investments	(376,000)	—	(1,719,000)
(Loss) income before taxes	(310,000)	141,000	4,569,000
Benefit from (provision for) income taxes	1,120,000	490,000	(790,000)
Net income	<u>\$ 810,000</u>	<u>\$ 631,000</u>	<u>\$ 3,779,000</u>
Weighted average number of common shares outstanding – basic and diluted	<u>1,380,746</u>	<u>1,380,746</u>	<u>1,380,746</u>
Basic and diluted net income per share	<u>\$ 0.59</u>	<u>\$ 0.46</u>	<u>\$ 2.74</u>
Comprehensive (loss) income			
Net income	\$ 810,000	\$ 631,000	\$ 3,779,000
Net change in unrealized appreciation of investments (net of tax benefits of \$5,764,000 for fiscal 2015, net of taxes of \$14,286,000 and \$13,544,000 for fiscal 2014 and 2013, respectively)	(8,811,000)	22,393,000	21,292,000
Reclassification adjustment of other-than-temporary impairment losses recognized in net income (net of taxes of \$146,000, \$0 and \$668,000, respectively)	230,000	—	1,051,000
	<u>\$ (7,771,000)</u>	<u>\$ 23,024,000</u>	<u>\$ 26,122,000</u>

DAILY JOURNAL CORPORATION

CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY

	Common Stock		Treasury Stock		Additional Paid-in Capital	Retained Earnings	Accumulated Other Comprehensive Income	Total Shareholders' Equity
	Share	Amount	Share	Amount				
Balance at September 30, 2012	1,805,053	\$ 18,000	(424,307)	\$ (4,000)	\$ 1,755,000	\$ 53,891,000	\$ 31,565,000	\$ 87,225,000
Net income	—	—	—	—	—	3,779,000	—	3,779,000
Unrealized gain on investments, net	—	—	—	—	—	—	21,292,000	21,292,000
Reclassification adjustment of other-than-temporary impairment losses recognized in net income (net of taxes)	—	—	—	—	—	—	1,051,000	1,051,000
Balance at September 30, 2013	1,805,053	18,000	(424,307)	(4,000)	1,755,000	57,670,000	33,908,000	113,347,000
Net income	—	—	—	—	—	631,000	—	631,000
Unrealized gain on investments, net	—	—	—	—	—	—	22,393,000	22,393,000
Balance at September 30, 2014	1,805,053	18,000	(424,307)	(4,000)	1,755,000	58,301,000	76,301,000	136,371,000
Net income	—	—	—	—	—	810,000	—	810,000
Unrealized losses on investments, net	—	—	—	—	—	—	(8,811,000)	(8,811,000)
Reclassification adjustment of other-than-temporary impairment losses recognized in net income (net of taxes)	—	—	—	—	—	—	230,000	230,000
Balance at September 30, 2015	1,805,053	\$ 18,000	(424,307)	\$ (4,000)	\$ 1,755,000	\$ 59,111,000	\$ 67,720,000	\$ 128,600,000

See accompanying Notes to Consolidated Financial Statements

DAILY JOURNAL CORPORATION

CONSOLIDATED STATEMENTS OF CASH FLOWS

	2015	2014	2013
Cash flows from operating activities			
Net income	\$ 810,000	\$ 631,000	\$ 3,779,000
Adjustments to reconcile net income to net cash provided by operating activities			
Depreciation and amortization	5,531,000	5,516,000	2,441,000
Gains on sales of marketable securities	(4,000)	—	—
Deferred income taxes	(1,283,000)	(2,039,000)	(493,000)
Discount earned on bonds	(3,000)	(3,000)	(2,000)
Other-than-temporary impairment losses on investments	376,000	—	1,719,000
Changes in assets and liabilities			
(Increase) decrease in current assets (net of acquisitions)			
Accounts receivable, net	(2,893,000)	(2,252,000)	1,691,000
Inventories	3,000	5,000	(13,000)
Prepaid expenses and other assets	299,000	975,000	252,000
Income tax receivable	1,286,000	(1,746,000)	(109,000)
Increase (decrease) in liabilities (net of acquisitions)			
Accounts payable	(132,000)	85,000	(155,000)
Accrued liabilities	(836,000)	(1,851,000)	(3,016,000)
Income taxes	(253,000)	3,244,000	—
Deferred subscription	(11,000)	(153,000)	(115,000)
Deferred installation contracts	(1,076,000)	2,017,000	(593,000)
Deferred maintenance agreements and others	155,000	78,000	286,000
Net cash provided by operating activities	7,755,000	4,507,000	5,672,000
Cash flows from investing activities			
Maturities and sales of U.S. Treasury Bills	—	—	800,000
Sales of marketable securities	4,044,000	—	—
Purchases of marketable securities	(10,977,000)	—	—
Acquisition of New Dawn Technologies, Inc. (net of cash acquired)	—	—	(11,878,000)
Acquisition of ISD Technologies, Inc. (net of cash acquired)	—	—	(13,454,000)
Acquisition of The Daily Transcript	(50,000)	—	—
Purchases of property, plant and equipment	(565,000)	(435,000)	(280,000)
Net cash used for investing activities	(7,548,000)	(435,000)	(24,812,000)
Cash flows from financing activities			
Investment margin account borrowing	—	—	29,493,000
Net cash provided from financing activities	—	—	29,493,000
Increase in cash and cash equivalents	207,000	4,072,000	10,353,000
Cash and cash equivalents			
Beginning of year	15,410,000	11,338,000	985,000
End of year	\$ 15,617,000	\$ 15,410,000	\$ 11,338,000
Interest paid during year	\$ 224,000	\$ 230,000	\$ 97,000
Income taxes (refunded) paid during year	\$ (959,000)	\$ 28,000	\$ 1,354,000

See accompanying Notes to Consolidated Financial Statements

DAILY JOURNAL CORPORATION

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

1. THE COMPANY AND OPERATIONS

Daily Journal Corporation (the "Company") publishes newspapers and web sites covering California and Arizona, and produces several specialized information services. It also serves as a newspaper representative specializing in public notice advertising.

Journal Technologies, Inc. ("Journal Technologies") is the result of the October 1, 2014 merger of the Company's three technology-related subsidiaries, which were previously separate companies: Sustain Technologies, Inc. ("Sustain"), a wholly owned subsidiary since 2008; New Dawn Technologies, Inc. ("New Dawn"), acquired in December 2012; and ISD Technologies, Inc. ("ISD"), acquired in September 2013. The merger was concluded in accordance with *ASC 805-50-15, Business Combinations -- Transactions Between Entities Under Common Control*. Since pushdown accounting had been applied at the time of acquisitions, all assets and liabilities of Sustain and ISD were integrated into Journal Technologies at their carrying book values.

Journal Technologies supplies case management software systems and related products to courts, prosecutor and public defender offices, probation departments and other justice agencies, including administrative law organizations, city and county governments and bar associations. These organizations use the Journal Technologies family of products to help manage cases and information electronically, to interface with other critical justice partners and to extend electronic services to bar members and the public, including a website to pay traffic citations online. These products are licensed to more than 500 organizations in 41 states and internationally.

Essentially all of the Company's operations are based in California, Arizona and Utah.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation: The consolidated financial statements include the accounts of the Company and Journal Technologies. All intercompany accounts and transactions have been eliminated in consolidation.

Certain prior year amounts have been reclassified to conform to the current year financial statement presentation.

Concentrations of Credit Risk: The Company extends unsecured credit to most of its advertising customers. The Company recognizes that extending credit and setting appropriate reserves for receivables is largely a subjective decision based on knowledge of the customer and the industry. Credit exposure also includes the amount of estimated unbilled sales. Credit limits, setting and maintaining credit standards, and managing the overall quality of the credit portfolio is largely centralized. The level of credit is influenced by the customer's credit and payment history which the Company monitors when establishing a reserve.

The Company maintains the reserve account for estimated losses resulting from the inability of its customers to make required payments. If the financial conditions of its customers were to deteriorate or its judgments about their abilities to pay are incorrect, additional allowances might be required and its results of operations could be materially affected.

Cash equivalents: The Company considers all highly liquid investments with insignificant risk of change in value within three months to be cash equivalents.

Fair Value of Financial Instruments: The carrying amounts of cash, accounts receivable and accounts payable approximate fair value because of their short maturities. In addition, the Company has investments in marketable securities, all categorized as "available-for-sale" and stated at fair market value, with the unrealized gains and losses, net of taxes, reported in "Accumulated other comprehensive income" (AOCI) in the accompanying consolidated balance sheets. The unrealized gains and losses included in AOCI represent changes in the fair value of the investments due to changes in both foreign currency exchange rates and market prices. The Company uses quoted prices in active markets for identical assets (consistent with the Level 1 definition in the fair value hierarchy) to measure the fair value of its investments on a recurring basis pursuant to Accounting Standards Codification ("ASC") Topic 820, *Fair Value Measurement and Disclosures*. At September 30, 2015, the aggregate fair market value of the Company's marketable securities was \$166,041,000. These investments had approximately \$111,498,000 of unrealized gains before taxes of \$43,278,000. Most of the unrealized gains were in the common stocks of three U.S. financial institutions. The bonds have a maturity date in 2039 and are classified as "Current assets" because they are available for sale. At September 30, 2014, the Company had marketable securities at fair market value of approximately \$173,676,000, including approximately \$125,700,000 of unrealized gains before taxes of \$48,896,000.

Investment in Financial Instruments

	September 30, 2015			September 30, 2014		
	Aggregate fair value	Amortized/Adjusted cost basis	Pretax unrealized gains	Aggregate fair value	Amortized/Adjusted cost basis	Pretax unrealized gains
Marketable securities						
Common stocks	\$ 158,705,000	\$ 49,604,000	\$ 109,101,000	\$ 165,734,000	\$ 43,042,000	\$ 122,692,000
Bonds	7,336,000	4,939,000	2,397,000	7,942,000	4,934,000	3,008,000
	<u>\$ 166,041,000</u>	<u>\$ 54,543,000</u>	<u>\$ 111,498,000</u>	<u>\$ 173,676,000</u>	<u>\$ 47,976,000</u>	<u>\$ 125,700,000</u>

The Company performed separate evaluations for impaired equity securities quarterly to determine if the unrealized losses were other-than-temporary. This evaluation considered a number of factors including, but not limited to, the length of time and extent to which the fair value had been less than cost, the financial condition and near term prospects of the issuer and the Company's ability and intent to hold the securities until fair value recovers. The assessment of the ability and intent to hold these securities to recovery focuses on liquidity needs, asset/liability management and portfolio objectives. As of September 30, 2015, the Company concluded that the unrealized losses related to the marketable securities of one issuer were other-than-temporary and thus recorded impairment losses of \$376,000 (\$230,000 net of taxes). U.S. GAAP requires that the Company recognize other-than-temporary impairment losses in earnings rather than in accumulated comprehensive income when the security prices remain below cost for a period of time that may be deemed excessive even in instances where the Company possesses the ability and intent to hold the security. However, the recording of these impairment losses does not necessarily indicate that the loss in value of these securities is permanent. In fiscal 2014, there were no unrealized losses related to the marketable securities.

Acquisitions: In December 2012, the Company purchased all of the outstanding stock of New Dawn for \$14,000,000 in cash. The results of operations of New Dawn from December 5, 2012 through September 30, 2013 were included in the Company's Consolidated Financial Statements for fiscal 2013: revenues were \$10,403,000, expenses were \$10,625,000 (including intangible amortization expenses of \$1,587,000), and its pretax loss was \$222,000. On September 13, 2013, the Company acquired substantially all of the operating assets and liabilities of ISD Corporation for about \$16,000,000 in cash. The results of operations of ISD for the month of September 2013 were also included in the Company's Consolidated Financial Statements for fiscal 2013: revenues were \$784,000, expenses were \$694,000 (including intangible amortization expenses of \$278,000), and its pretax income was \$90,000. Both acquisitions were accounted for using the purchase method of accounting in accordance with ASC 805, *Business Combinations*. The Company incurred legal and tax fees of approximately \$96,000 for the New Dawn acquisition and approximately \$202,000 for the ISD acquisition during fiscal 2013. These costs were included in "Other general and administrative expenses" on the Company's consolidated Statements of Comprehensive Income (Loss) in fiscal 2013. The Company acquired New Dawn and ISD to expand its case management software business and to broaden its customer base in key markets.

On July 25, 2014, the Company finalized its valuation of ISD, which resulted in an allocation of \$1,700,000 to goodwill and a reduction of the same amount in its intangible assets. The Company allocated the ISD purchase price to tangible assets (\$4,410,000 including cash of \$2,546,000; accounts receivable of \$1,636,000; fixed assets of \$141,000; and prepaid assets of \$87,000), identifiable intangible assets (purchased software and customer relationships of \$14,975,000 pursuant to the results of a third party valuation) and liabilities (\$5,112,000 including accounts payable and accrued expenses of \$2,270,000 and deferred maintenance agreements of \$2,842,000) based on their fair values with the remaining balance in excess of the net assets allocated to goodwill (\$1,700,000).

Deferred revenues on installation contracts primarily represent the fair value of advances from customers of Journal Technologies for software licenses and installation services. After a customer's acceptance of the completed project, the advances are generally no longer at risk of refund and are therefore considered earned. Deferred revenues on maintenance contracts represent prepayments of annual license and maintenance fees.

The Company has determined that it is impracticable to provide supplemental pro forma information regarding the revenues and earnings of New Dawn and ISD as if the acquisitions had occurred on October 1, 2011 because neither New Dawn nor ISD previously maintained its books on an accrual basis in accordance with GAAP, and New Dawn's and ISD's owners further operated each of the entities as an S corporation. As a result, the Company is unable to produce meaningful pro forma numbers through the use of reasonable efforts. Had the acquisitions occurred on October 1, 2011, the Company would have recorded additional interest expenses of \$133,000 in 2013, related to the margin account borrowings incurred to fund the acquisitions, and would have recorded additional intangible amortization of \$3,370,000 in 2013.

Intangible Assets: At September 30, 2015 and 2014, intangible assets were composed of (i) customer relationships of \$11,698,000 and \$15,946,000 (net of the accumulated amortization expenses of \$10,406,000 and \$6,004,000), respectively, and (ii) developed technology of \$1,292,000 and \$1,798,000 (net of accumulated amortization expenses of \$1,233,000 and \$727,000), respectively. These intangible assets are being amortized over five years or less based on their estimated useful lives. Future annual intangible amortization costs are estimated to be approximately \$5,037,000 for fiscal 2016, \$4,895,000 for fiscal 2017 and \$3,058,000 for fiscal 2018 and none thereafter. Intangible amortization expense was \$4,907,000, \$4,866,000 and \$1,865,000 for fiscal 2015, 2014 and 2013, respectively.

Intangible Assets

	September 30, 2015			September 30, 2014		
	Customer Relationships	Developed Technology	Total	Customer Relationships	Developed Technology	Total
Gross intangible	\$ 22,104,000	\$ 2,525,000	\$ 24,629,000	\$ 21,950,000	\$ 2,525,000	\$ 24,475,000
Accumulated amortization	(10,406,000)	(1,233,000)	(11,639,000)	(6,004,000)	(727,000)	(6,731,000)
	\$ 11,698,000	\$ 1,292,000	\$ 12,990,000	\$ 15,946,000	\$ 1,798,000	\$ 17,744,000

Goodwill: The Company accounts for goodwill in accordance with ASC 350, *Intangibles — Goodwill and Other*. Goodwill is not amortized for financial statement purposes but evaluated for impairment annually, or whenever events or changes in circumstances indicate that the value may not be recoverable. The goodwill amount reported in the consolidated balance sheets relates only to Journal Technologies. The Company performed qualitative assessments for Journal Technologies and determined there were no substantive changes during the current year and no indication of impairment. In making this assessment, the Company only considered Journal Technologies' assets and their revenue generating abilities as required by ASC 350. Goodwill represents the expected synergies in expanding the Company's software business. Considered factors for potential goodwill impairment evaluation for the reporting units include the current year's business profitability before intangible amortization, fluctuations of revenues, changes in the market place, the status of installation contracts and new business, among other things. As of September 30, 2015 and 2014, there was goodwill of \$13,400,000.

Prepaid and Other Assets: Included in other assets are in-progress installation service costs for projects from the acquisition for which revenues have not yet been recognized and are deferred.

Inventories: Inventories, comprised of newsprint and paper, are stated at cost, on a first-in, first-out basis, which does not exceed current market value.

Property, plant and equipment: Property, plant and equipment are carried on the basis of cost or fair value for assets acquired in business combinations. Depreciation of assets is provided in amounts sufficient to depreciate the cost of related assets over their estimated useful lives ranging from 3 – 39 years. At September 30, 2015, the estimated useful lives were (i) 5 – 39 years for building and improvements, (ii) 3 – 5 years for furniture, office equipment and software, and (iii) 3 – 10 years for machinery and equipment. Leasehold improvements are amortized over the term of the related leases or the useful life of the assets, whichever is shorter. Assets are depreciated using the straight-line method for financial statements and accelerated method for tax purposes. Depreciation and amortization expenses were \$624,000, \$650,000 and \$576,000 for fiscal 2015, 2014 and 2013, respectively.

Significant expenditures which extend the useful lives of existing assets are capitalized. Maintenance and repair costs are expensed as incurred. Gains or losses on dispositions of assets are reflected in current earnings.

Impairment of Long-Lived Assets: The Company evaluates long-lived assets for impairment whenever events or changes in circumstances indicate that the carrying value of an asset may not be recoverable. There were no such impairments identified during fiscal 2015, 2014 and 2013.

Journal Technologies' Software Development Costs: Development costs related to software products developed for sale or licensing are expensed as incurred until the technological feasibility of the product has been established. Thereafter, until the product is released for sale, software development costs are capitalized and reported at the lower of unamortized cost or net realizable value of the related product. The establishment of technological feasibility and the ongoing assessment of recoverability of costs require considerable judgment by the Company with respect to certain internal and external factors, including, but not limited to, anticipated future product revenue, estimated economic life and changes in hardware and software technology.

The Company believes its process for developing software is essentially completed concurrent with the establishment of technological feasibility, and accordingly, no software development costs have been capitalized to date.

Revenue Recognition: For the Traditional Business, proceeds from the sale of subscriptions for newspapers, court rule books and other publications and other services are recorded as deferred revenue and are included in earned revenue only when the services are provided, generally over the subscription term. Advertising revenues are recognized when advertisements are published and are net of commissions. The change in allowance for doubtful accounts is as follows.

Description	Balance at Beginning of Year	Additions Charged to Costs and Expenses	Accounts Charged off less Recoveries	Balance at End of Year
2015				
Allowance for doubtful accounts	\$ 250,000	\$ 61,000	\$ (61,000)	\$ 250,000
2014				
Allowance for doubtful accounts	\$ 250,000	\$ 41,000	\$ (41,000)	\$ 250,000
2013				
Allowance for doubtful accounts	\$ 200,000	\$ 144,000	\$ (94,000)	\$ 250,000

Journal Technologies recognizes revenues in accordance with the provisions of ASC 985-605, *Software—Revenue Recognition* and ASC 605-35 *Construction-Type and Production-Type Contracts*. Revenues from annual license and maintenance contracts generally call for the Company to provide software updates and upgrades to customers and are recognized ratably over the maintenance period. Consulting and other services are recognized upon acceptance by the customers under the completed contract method. The Company elects to use the completed contract method because each customer's acceptance is unpredictable and reliable estimates of the progress towards completion cannot be made. Only after a customer's acceptance of a completed project are customer advances generally no longer at risk of refund and are therefore considered earned.

Other public service fees, as disclosed in the consolidated statements of comprehensive income (loss), are primarily service fees earned and recognized as revenues at the time the Company processes credit card payments on behalf of the courts via its ePayIt secure websites through which the general public uses can pay traffic citations and obtain traffic school information.

Approximately 57%, 53% and 37% of the Company's revenues in fiscal 2015, 2014 and 2013, respectively, were derived from sales and leases of software licenses, annual maintenance agreements and consulting services that typically include implementation and training.

The Company has established Vendor Specific Objective Evidence (VSOE) of fair value of the annual maintenance because a substantial majority of the Journal Technologies' actual maintenance renewals is within a narrow range of pricing as a percentage of the underlying license fees for the legacy contracts and is deemed substantive.

Management Incentive Plan: In fiscal 1987, the Company implemented a Management Incentive Plan (the "Incentive Plan") that entitles a participant to participate in pretax earnings before adjustment for certain items of the Company. In 2003, the Company modified the Incentive Plan to provide participants with three different types of non-negotiable incentive certificates based on the nature of the particular participants' responsibilities. Each certificate entitles the participant to a specified share of the applicable pretax earnings in the year of grant and to receive the same percentage of pretax earnings to be generated in each of the next nine years provided they remain with the Company or are in retirement after working for the Company to age 65. If a participant dies while any of his or her certificates remain outstanding, future payments under those certificates will be made to the deceased participant's beneficiaries.

In fiscal 2015, after combining Sustain, New Dawn and ISD into one company, the Company converted each existing Sustain Non-negotiable Incentive Certificate along with its supplemental Addendum to a new "Journal Technologies Non-negotiable Incentive Certificate" coupled with a similar supplemental Addendum which defines how the value of the Journal Technologies Certificate will be paid upon a triggering event such as a sale of Journal Technologies or an initial public offering. Employees and consultants of Journal Technologies are eligible to participate in these "Journal Technologies Certificates". Payouts under the Journal Technologies Certificates are calculated based on the pretax income of Journal Technologies before supplemental compensation expenses, workers' compensation expenses, intangible amortizations and goodwill impairment. Also effective fiscal 2015, the calculation of payouts under the Daily Journal Non-Consolidated Certificates is based on the pretax earnings of the traditional publishing business before supplemental compensation expenses, workers' compensation expenses, financing costs of the non-traditional business activities and any write-downs of unrealized losses on investments. The calculation of payouts under the Daily Journal Consolidated Certificate remains unchanged. For any certificate held by an employee who has already met retirement eligibility at age 65, all future commitments are expensed immediately. For any certificate held by an employee who is expected to become retirement eligible during the 10 year period of the certificate, the Company recognizes the future commitments at each fiscal year-end over the period from the grant date through retirement eligibility.

Certificate interests entitled participants to receive 4.13%, 3.85% and 3.66% (amounting to \$198,915, \$265,490 and \$351,120, respectively) of Daily Journal non-consolidated income before taxes, workers' compensation, supplemental compensation and certain other items, 7.07% (amounting to \$10,600 for fiscal 2015) for Journal Technologies and 8.2%, 8.2% and 8.2% (amounting to \$0, \$0 and \$241,240, respectively) for Daily Journal consolidated in fiscal 2015, 2014 and 2013. The Company accrued \$47,000 and \$780,000 as of September 30, 2015 and 2014, respectively, for the Plan's future commitment for those who will still have Certificates at the age of 65. This future commitment included a decrease in fiscal 2015 of \$733,000 or \$.53 per outstanding share on a pretax basis and a decrease in fiscal 2014 of \$840,000 or \$.61 per outstanding share on a pretax basis due to reduced estimated future pretax income. The estimated Incentive Plan's future commitment is calculated using Level 3 inputs, as defined in the fair value hierarchy, based on an average of the past year and the current year pretax earnings before certain items, discounted to the present value at 6% since each granted Unit will expire over its remaining life term of up to 10 years.

Income taxes: The Company accounts for income taxes using an asset and liability approach which requires the recognition of deferred tax liabilities and assets for the expected future consequences of temporary differences between the carrying amounts for financial reporting purposes and the tax basis of the assets and liabilities. The Company accounts for uncertainty in income taxes under ASC 740-10 which prescribes a recognition threshold and measurement methodology to recognize and measure an income tax position taken, or expected to be taken, in a tax return. The evaluation of a tax position is based on a two-step approach. The first step requires an entity to evaluate whether the tax position would "more likely than not" be sustained upon examination by the appropriate taxing authority. The second step requires the tax position be measured at the largest amount of tax benefit that is greater than 50% likely of being realized upon ultimate settlement. In addition, previously recognized benefits from tax positions that no longer meet the new criteria would be derecognized. The Company records liabilities related to uncertain tax positions in accordance with ASC 740, Tax Provisions. At September 30, 2015, the Company accrued an approximately \$2,991,000 tax liability for uncertain and unrecognized tax benefits relative to an acquisition in fiscal 2013. At September 30, 2014, there were unrecognized tax benefits of \$3,244,000.

Net income per common share: The net income per common share is based on the weighted average number of shares outstanding during each year. The shares used in the calculation were 1,380,746 for fiscal 2015, 2014 and 2013. The Company does not have any common stock equivalents, and therefore basic and diluted net income per share is the same.

Use of Estimates: The presentation of the Company's financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. The long-term Incentive Plan accrual is calculated using Level 3 inputs, as defined in the fair value hierarchy, based on an average of the past year's and the current year's pretax earnings, discounted to the present value at 6% since each granted Unit will expire over its remaining life term of up to 10 years. Additionally, the purchase price allocations for New Dawn and ISD were based on estimates of fair value at the respective acquisition dates, using Level 3 measurement inputs under the fair value measurement hierarchy. Actual results could differ from these estimates.

Accounting Standards Adopted in 2013: In February 2013, the Financial Accounting Standards Board (FASB) issued Accounting Standards Codification ("ASU") No. 2013-02, *Reporting of Amounts Reclassified out of Accumulated Other Comprehensive Income*, requiring entities to disclose additional information with respect to changes in accumulated other comprehensive income (AOCI) balances by component and significant items reclassified out of AOCI. This ASU was effective beginning October 1, 2013 for the Company, and the adoption has no impact on the Company's consolidated results of operations or financial positions because it only represents a change to the presentation and disclosure requirements.

New Accounting Pronouncements: In April 2014, the FASB issued ASU No. 2014-08, *Presentation of Financial Statements (Topic 205) and Property, Plant and Equipment (Topic 360): Reporting Discontinued Operations and Disclosures of Disposals of Components of an Entity*. This update changes the requirements for reporting discontinued operations. A disposal of a component of an entity or a group of components of an entity is required to be reported in the discontinued operations if the disposal represents a strategic shift that has (or will have) a major effect on an entity's operations and financial results. Further, this update expands the disclosures about an entity's significant continuing involvement with a discontinued operation. The standard is required to be adopted for annual periods beginning on or after December 15, 2014, including interim periods within that annual period, which is our fiscal year 2016. An entity should not apply the amendments in this update to a component of an entity, or a business or nonprofit activity, that is classified as held for sale before the effective date even if the component of an entity, or business or nonprofit activity, is disposed of after the effective date. Early adoption is permitted, but only for disposals (or classifications as held for sale) that have not been reported in financial statements previously issued or available for issuance. We have not yet evaluated what impact, if any, the adoption of this guidance may have on our financial condition, results of operations or disclosures.

In May 2014, the FASB issued ASU No. 2014-09, *Revenue from Contracts with Customers (Topic 606)*. This update clarifies the principles for revenue recognition in transactions involving contracts with customers. The new revenue recognition guidance provides a five-step analysis to determine when and how revenue is recognized. The new guidance will require revenue recognition to depict the transfer of promised goods or services to a customer in an amount that reflects the consideration a company expects to receive in exchange for those goods or services.

In August 2015, the FASB issued ASU No. 2015-14, *Revenue from Contracts with Customers (Topic 606): Deferral of Effective Date*. This update defers the mandatory effective date of its revenue recognition standard by one year. The standard is required to be adopted for annual periods beginning after December 15, 2017, including interim periods within that annual period, which is our fiscal year 2019. Early application is permitted for annual reporting periods beginning after December 15, 2016, and interim periods within that annual period, which is our fiscal year 2018. We have not yet evaluated what impact, if any, the adoption of this guidance may have on our financial condition, results of operations or disclosures.

In September 2015, the FASB issued ASU No. 2015-16, *Business Combinations (Topic 805): Simplifying the Accounting for Measurement-Period Adjustments*. This update eliminates the requirement for an acquirer in a business combination to account for measurement-period adjustments retrospectively. Under the existing business combination standard, an acquirer reports provisional amounts with respect to acquired assets and liabilities when their measurements are incomplete as of the end of the reporting period. Prior to this update, an acquirer is required to adjust provisional amounts and the related impact on earnings by restating prior period financial statements during the measurement period which cannot exceed one year from the date of acquisition. The new guidance requires that the cumulative impact of a measurement-period adjustment, including the impact on prior periods, be recognized in the reporting period in which the adjustment is identified eliminating the requirement to restate prior period financial statements. The new standard requires disclosure of the nature and amount of measurement-period adjustments as well as information with respect to the portion of the adjustments recorded in current-period earnings that would have been recorded in previous reporting periods if the adjustments to provisional amounts had been recognized as of the acquisition date. The standard is required to be adopted for annual periods beginning after December 15, 2015, including interim periods within that annual period, which is our fiscal year 2017. The amendment is to be applied prospectively to measurement-period adjustments that occur after the effective date with earlier adoption permitted. We have not yet evaluated what impact, if any, the adoption of this guidance may have on our financial condition, results of operations or disclosures.

In November 2015, the FASB issued ASU No. 2015-17, *Income Taxes (Topic 740): Balance Sheet Classification of Deferred Taxes*. This update requires deferred tax liabilities and assets to be classified as noncurrent in the consolidated balance sheet. The standard is required to be adopted for annual periods beginning after December 15, 2016, including interim periods within that annual period, which is our fiscal year 2018. The amendment may be applied either prospectively to all deferred tax liabilities and assets or retrospectively to all periods presented. We have not yet evaluated what impact, if any, the adoption of this guidance may have on our financial condition, results of operations or disclosures.

No other new accounting pronouncement issued or effective has had, or is expected to have, a material impact on the Company's consolidated financial statements.

3. INCOME TAXES

The (benefit from) provision for income taxes consists of the following:

	2015	2014	2013
Current:			
Federal	\$ 458,000	\$ 1,065,000	\$ 1,011,000
State	(271,000)	484,000	(228,000)
	187,000	1,549,000	783,000
Deferred:			
Federal	(1,053,000)	(1,790,000)	(30,000)
State	(254,000)	(249,000)	37,000
	(1,307,000)	(2,039,000)	7,000
	<u>\$ (1,120,000)</u>	<u>\$ (490,000)</u>	<u>\$ 790,000</u>

The difference between the statutory federal income tax rate and the Company's effective rate is summarized below:

	2015	2014	2013
Statutory federal income tax rate	34.0%	34.0%	34.0%
State franchise taxes (net of federal tax benefit)	(23.3)	(38.3)	5.0
State enterprise zone benefits	134.9	—	—
Business meals/gifts	(18.8)	36.1	1.0
Domestic production activity deduction	(2.2)	(135.7)	(2.0)
Dividends received deduction	225.7	(424.6)	(10.2)
Penalties for uncertain and unrecognized tax benefits	—	115.5	—
Prior year true-up	(7.30)	84.7	—
Foreign tax credits	28.4	(17.9)	(0.3)
Effect of state rate change on beginning balance of deferred tax liabilities	(5.0)	—	(2.4)
Others	(5.5)	(1.3)	(7.8)
Effective tax rate	<u>360.9%</u>	<u>(347.5)%</u>	<u>17.3%</u>

At September 30, 2015, the Company's deferred income tax assets and liabilities were comprised of the following:

	2015	2014	2013
Deferred tax assets attributable to:			
Accrued liabilities, including supplemental compensation and vacation pay accrual	\$ 605,000	\$ 1,063,000	\$ 1,083,000
Impairment losses on investments	1,369,000	1,779,000	1,778,000
Bad debt reserves not yet deductible	82,000	78,000	78,000
Depreciation and amortization	3,251,000	1,822,000	356,000
Deferred revenues	1,378,000	1,116,000	—
Credits and other	869,000	12,000	41,000
Total deferred tax assets	<u>7,554,000</u>	<u>5,870,000</u>	<u>3,336,000</u>
Deferred tax liabilities attributable to:			
Unrealized gains on investments	(43,278,000)	(48,896,000)	(34,610,000)
Goodwill	(896,000)	(495,000)	—
Total deferred tax liabilities	<u>(44,174,000)</u>	<u>(49,391,000)</u>	<u>(34,610,000)</u>
Net deferred income taxes	<u>\$ (36,620,000)</u>	<u>\$ (43,521,000)</u>	<u>\$ (31,274,000)</u>

The Company recorded an income tax benefit of \$1,120,000 on pretax loss of \$310,000 in fiscal 2015. The effective tax rate was lower than the statutory rate primarily due to the dividends received deduction, the domestic production activity deduction and a discrete benefit of approximately \$400,000 related to the California Enterprise Zone hiring credits which resulted from the Company's filing amended California tax returns for fiscal 2010 through fiscal 2013. A benefit of this tax credit was recognized in the fiscal 2014 amended tax return. On pretax income of \$141,000 for fiscal 2014, the Company recorded a tax benefit of \$490,000. The Company's effective tax rate was 361% and -348% for fiscal 2015 and 2014, respectively.

At September 30, 2015, the Company had an accrued liability of approximately \$2,991,000 for uncertain and unrecognized tax benefits relating to an acquisition in fiscal 2013, after a reduction of \$253,000 resulting from the recognition of deferred revenues and from the amortization of goodwill for tax purposes. The Company does not anticipate a significant increase or decrease in this liability in the next twelve months. If recognized, it is expected that these unrecognized tax benefits would not have a significant impact on the Company's effective tax rate. At September 30, 2014, the Company evaluated a tax position taken on its prior year tax return and determined that the position did not meet the more likely than not criteria because that position taken was in contrary to the one accounted for in purchase accounting. The Company thus accrued a liability of approximately \$3,244,000 for uncertain and unrecognized tax benefits at September 30, 2014. There was no such an accrual in fiscal 2013.

During fiscal 2015, 2014 and 2013, interest expense of approximately \$96,000, \$537,000 and \$0, respectively, was recorded as "interest and penalty expense accrued for uncertain and unrecognized tax benefits" in the consolidated statements of comprehensive income (loss). The Company files federal income tax returns in the United States and with various state jurisdictions and is no longer subject to examinations for fiscal years before fiscal 2012 with regard to federal income taxes and fiscal 2011 for state income taxes.

A reconciliation of the beginning and ending balance for liabilities associated with these uncertain and unrecognized tax benefits is as follows:

	<u>Uncertain Tax Liability</u>		
	2015	2014	2013
Beginning balance	\$ 3,244,000	\$ —	\$ —
Added liability for the prior year	—	2,393,000	—
Added liability for the current year	—	851,000	—
Tax payment upon settlement	—	—	—
Reduced liability for the current year	(253,000)	—	—
Ending balance	\$ 2,991,000	\$ 3,244,000	\$ —

4. DEBTS AND COMMITMENTS

In December 2012, the Company borrowed from its investment margin account the purchase price of \$14 million for the New Dawn acquisition, and in September 2013, it borrowed another \$15.5 million for the ISD acquisition, in each case pledging its marketable securities as collateral. The interest rate for these investment margin account borrowings fluctuates based on the Federal Funds Rate plus 50 basis points with interest only payable monthly. The interest rate as of September 30, 2015 was 0.75%, and there has been no fluctuation in the interest rate since December 2012. These investment margin account borrowings do not mature.

The Company owns its facilities in Los Angeles and leases space for its other offices under operating leases which expire at various dates through fiscal 2020. During fiscal 2014, the Company renewed its office lease for its San Francisco office for five years to end on October 31, 2019 with currently a monthly rent of approximately \$22,000 for about 6,200 square feet. The Logan, Utah office operating lease entered into in December 2012 in connection with the New Dawn acquisition required a monthly rent of \$42,000 for about 30,200 square feet and expired in December 2015. (The Company purchased this Logan building in November 2015 prior to the expiration of the lease.) Part of this office space is sub-leased to third parties under short-term leases for approximately \$5,000 per month. Journal Technologies leases about 7,100 square feet of office space, expiring in March 2017, in Corona, California, for a monthly rent of about \$12,000. The Company is responsible for a portion of maintenance, insurance and property tax expenses relating to these leased properties and certain other leased properties. Rental expenses for fiscal years 2015, 2014 and 2013 were \$1,171,000, \$1,182,000 and \$884,000, respectively.

The following table represents the Company's future obligations:

	Payments due by Fiscal Year						Total
	2016	2017	2018	2019	2020	2021 and after	
Obligations under operating leases:	\$ 629,000	\$ 476,000	\$ 303,000	\$ 294,000	\$ 25,000	\$ —	\$ 1,727,000
Long-term accrued liabilities*	—	9,000	6,000	—	—	32,000	47,000
	<u>\$ 629,000</u>	<u>\$ 485,000</u>	<u>\$ 309,000</u>	<u>\$ 294,000</u>	<u>\$ 25,000</u>	<u>\$ 32,000</u>	<u>\$ 1,774,000</u>

* The long-term accrued liabilities are discounted to the present value using a discount rate of 6%.

5. CONTINGENCIES

From time to time, the Company is subject to litigation arising in the normal course of its business. While it is not possible to predict the results of such litigation, management does not believe the ultimate outcome of these matters will have a material effect on the Company's financial position or results of operations or cash flows.

6. REPORTABLE SEGMENTS

Operating segments are defined as components of an enterprise which has discrete financial information that is evaluated regularly by the Company's Chief Executive Officer to decide how to allocate resources and to access performance.

In accordance with ASC 280-10, *Segment Reporting*, the Company has two segments of business. The Company's reportable segments are: (i) the Traditional Business and (ii) Journal Technologies. Journal Technologies is an aggregation of three technology operating segments – Sustain, New Dawn and ISD. All inter-segment transactions were eliminated. The Company reclassified certain prior years' figures to allocate the amounts related to the Company's Corporate function and the related tax effects to Corporate from its other segments to conform to the presentation requirements of ASC 280. Summarized financial information concerning the Company's reportable segments is shown in the following table:

	Reportable Segments		Corporate income and expenses	Total
	Traditional Business	Journal Technologies		
Fiscal 2015				
Revenues				
Advertising, net	\$ 10,302,000	\$ —	\$ —	\$ 10,302,000
Circulation	5,915,000	—	—	5,915,000
Advertising service fees and other	2,703,000	—	—	2,703,000
Licensing and maintenance fees	—	13,984,000	—	13,984,000
Consulting fees	—	4,704,000	—	4,704,000
Other public service fees	—	6,170,000	—	6,170,000
Operating expenses	18,008,000	29,452,000	—	47,490,000
Income (loss) from operations	1,982,000	(4,594,000)	—	(3,512,000)
Dividends and interest income	—	—	3,829,000	3,829,000
Other income and capital gains	—	—	69,000	69,000
Interest expense on margin loans	—	—	(224,000)	(224,000)
Interest expense accrued for uncertain and unrecognized tax benefits	—	(96,000)	—	(96,000)
Other-than-temporary impairment losses on investments	—	—	(376,000)	(376,000)
Pretax income (loss)	1,982,000	(4,690,000)	3,298,000	(310,000)
Income tax benefit	(70,000)	1,580,000	(390,000)	1,120,000
Net income (loss)	1,912,000	(3,110,000)	2,908,000	810,000
Total assets	15,047,000	47,108,000	166,041,000	228,196,000
Capital expenditures	425,000	140,000	—	565,000
Amortization of intangible assets	12,000	4,895,000	—	4,907,000

	Reportable Segments		Corporate income and expenses	Total
	Traditional Business	Journal Technologies		
Fiscal 2014				
Revenues				
Advertising, net	\$ 11,435,000	\$ —	\$ —	\$ 11,435,000
Circulation	6,038,000	—	—	6,038,000
Advertising service fees and other	2,800,000	—	—	2,800,000
Licensing and maintenance fees	—	12,987,000	—	12,987,000
Consulting fees	—	4,002,000	—	4,002,000
Other public service fees	—	6,161,000	—	6,161,000
Operating expenses	17,154,000	28,459,000	—	45,613,000
Income (loss) from operations	3,119,000	(5,309,000)	—	(2,190,000)
Dividends and interest income	—	—	3,001,000	3,001,000
Other income and capital gains	—	—	97,000	97,000
Interest expenses	—	—	(230,000)	(230,000)
Interest expense accrued for uncertain and unrecognized tax benefits	—	(537,000)	—	(537,000)
Pretax income (loss)	3,119,000	(5,846,000)	2,868,000	141,000
Income tax benefit	(1,460,000)	2,350,000	(400,000)	490,000
Net income (loss)	1,659,000	(3,496,000)	2,468,000	631,000
Total assets	18,228,000	51,973,000	173,676,000	243,877,000
Capital expenditures	110,000	325,000	—	435,000
Amortization of intangible assets	—	4,866,000	—	4,866,000

	Reportable Segments		Corporate income and expenses	Total
	Traditional Business	Journal Technologies*		
Fiscal 2013*				
Revenues				
Advertising, net	\$ 14,472,000	\$ —	\$ —	\$ 14,472,000
Circulation	4,346,000	—	—	6,346,000
Advertising service fees and other	3,012,000	—	—	3,012,000
Licensing and maintenance fees	—	9,942,000	—	9,942,000
Consulting fees	—	3,406,000	—	3,406,000
Other public service fees	—	498,000	—	498,000
Operating expenses	15,856,000	18,031,000	—	33,887,000
Income (loss) from operations	7,974,000	(4,185,000)	—	3,789,000
Dividends and interest income	—	—	2,541,000	2,541,000
Other income and capital gains	—	—	55,000	54,000
Interest expenses	—	—	(97,000)	(97,000)
Other-than-temporary impairment losses on investments	—	—	(1,719,000)	(1,719,000)
Pretax income (loss)	7,974,000	(4,185,000)	780,000	4,569,000
Income tax expense	(3,301,000)	2,263,000	248,000	(790,000)
Net income (loss)	4,673,000	(1,922,000)	1,028,000	3,779,000
Total assets	18,458,000	47,611,000	136,994,000	203,063,000
Capital expenditures	96,000	184,000	—	280,000
Amortization of intangible assets	—	1,865,000	—	1,865,000

* Includes (i) New Dawn's financial results from December 5, 2012 through September 30, 2013 with revenues of \$10,403,000 and expenses of \$10,625,000 (including intangible amortization expenses of \$1,587,000), and (ii) ISD's September 2013 financial results with revenues of \$784,000 and expenses of \$694,000 (including intangible amortization expenses of \$278,000).

7. RESULTS OF OPERATIONS BY QUARTER (UNAUDITED)

	Quarter ended			
	December 31	March 31	June 30	September 30
	(in thousands except per share amounts)			
2015				
Revenues	\$ 11,323	\$ 11,392	\$ 10,503	\$ 10,760
Costs and expenses	11,684	12,358	11,636	11,812
Loss from operations	(361)	(966)	(1,133)	(1,052)
Other income, net	769	795	1,106	532*
Income (loss) before taxes	408	(171)	(27)	(520)
Benefits from income taxes	25	675	60	360
Net income (loss)	433	504	33	(160)
Basic and diluted net income (loss) per share	.31	.37	.02	(.11)
2014				
Revenues	\$ 9,951	\$ 10,828	\$ 11,147	\$ 11,497
Costs and expenses	11,220	11,346	11,410	11,637
Loss from operations	(1,269)	(518)	(263)	(140)
Other income, net	619	591	276	845
Income (loss) before taxes	(650)	73	13	705
Benefit from (provision for) income taxes	10	(20)	25	475
Net income (loss)	(640)	53	38	1,180
Basic and diluted net income (loss) per share	(.46)	.04	.03	.85

* Includes other-than-temporary impairment losses on investments of \$376,000

8. SUBSEQUENT EVENTS

In November 2015, the Company purchased a 30,700 square foot office building constructed in 1998 on about 3.6 acres in Logan, Utah that had been previously leased for Journal Technologies. The Company paid \$1.25 million and financed the balance with a real estate bank loan of \$2.26 million which bears a fixed interest rate of 4.66% and is repayable in equal monthly installments of about \$17,600 through 2030. This loan is secured by the Logan facility and can be paid off at any time without prepayment penalty.

Other than the real estate bank loan disclosed above, the Company has completed an evaluation of all subsequent events through the issuance date of these financial statements and concluded that no additional subsequent events occurred that required recognition in the financial statements or disclosures in the Notes to Consolidated Financial Statements.

Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure

Not applicable.

Item 9A. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

An evaluation was performed under the supervision and with the participation of the Company's management, including Gerald L. Salzman, its Chief Executive Officer and Chief Financial Officer, of the effectiveness of the design and operation of the Company's disclosure controls and procedures as of September 30, 2015. Based on that evaluation, management concluded that because of certain material weaknesses in its internal control over financial reporting, as further described below, the Company's disclosure controls and procedures were not effective as of September 30, 2015.

Management's Report on Internal Control over Financial Reporting

The Company's management is responsible for establishing and maintaining adequate internal control over financial reporting, as such term is defined in Rule 13a-15(f) under the Securities and Exchange Act of 1934. The Company's internal control over financial reporting has been designed to provide reasonable assurance to the Company's management and Board of Directors regarding the preparation and fair presentation of the Company's consolidated financial statements. All internal controls, no matter how well designed, have inherent limitations, and sometimes they can have one or more material weaknesses. A material weakness is a deficiency, or combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of the company's annual or interim consolidated financial statements will not be prevented or detected on a timely basis.

Each year, management is required by SEC rules to evaluate the effectiveness of the Company's internal control over financial reporting. That evaluation is conducted under the supervision and with the participation of Mr. Salzman, and is based on the framework in *Internal Control-Integrated Framework* (1992 framework) issued by the Committee of Sponsoring Organizations of the Treadway Commission ("COSO"). (COSO has recently issued an updated framework, and the Company expects to use that new framework in its evaluations beginning next year.) If we identify any material weaknesses, the rules do not allow us to conclude that our internal control over financial reporting is effective.

As a small company, we have eight experienced employees in the accounting department and three in the IT department. Accordingly, we are not able to segregate duties to the extent we could if we had more people, and we have not sufficiently designed and documented controls that support an effective assessment of our internal controls relating to the prevention of fraud and possible management override of controls. Our controller and the assistant to the controller post and review certain journal entries and also generate the system based financial reports used in key management review controls. Additionally, the controller and the assistant to the controller and some department heads have administrative access to their departments' operating systems.

Although the Company has remediated some of the issues associated with administrative access to specific systems, these steps, however, have not fully remediated the control issue. Hiring additional personnel to work in the accounting and IT departments would certainly help address some of these issues, but we do not believe it would be a wise use of shareholders' money.

Also, we do not have sufficient in-house technical accounting expertise to review the quarterly and annual tax analysis and provision, assess the adequacy of disclosures in our quarterly and annual consolidated financial statements and assess and apply accounting standards that pertain to complex and/or non-routine transactions. The lack in expertise to apply the accounting standards resulted in a material audit adjustment in the fourth quarter of fiscal 2015. We continue to use third party experts for these matters.

Recognizing our deficiencies, we use mitigating controls, including a variety of internal procedures to check and double-check the areas where one person is responsible for multiple duties. Among other things, the Company's monitoring activities include monthly review and comparative analysis of financial, production and public information with prior periods by the Company's department supervisors, the CEO/CFO and the Board of Directors.

In addition, we believe our most important internal control is our hiring and retention of honest and capable people, whom we trust to do their jobs well. Accordingly, we believe our overall internal control environment is sufficient for a company of our size.

In the context of the COSO framework, however, we believe that the above-mentioned deficiencies constitute material weaknesses as they relate to the prevention of fraud and possible management override of controls, and therefore we must conclude that our internal control over financial reporting was not effective as of September 30, 2015.

Report of Independent Registered Public Accounting Firm

The Board of Directors and Shareholders of Daily Journal Corporation

We have audited Daily Journal Corporation's internal control over financial reporting as of September 30, 2015, based on criteria established in *Internal Control – Integrated Framework (1992)* issued by the Committee of Sponsoring Organizations of the Treadway Commission (the COSO criteria). Daily Journal Corporation's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management's Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on the company's internal control over financial reporting based on our audit.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audit also included performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

A material weakness is a deficiency, or a combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of the company's annual or interim financial statements will not be prevented or detected on a timely basis. We have concluded that there are the following material weaknesses which the Company has identified and described in management's assessment:

The Company does not have sufficient technical expertise in assessing and applying accounting standards to complex and/or non-routine transactions, reviewing the quarterly and annual tax analysis and provision, and assessing the adequacy of disclosures in the quarterly and annual consolidated financial statements. The lack in expertise to apply the accounting standards resulted in a material audit adjustment in the fourth quarter of fiscal 2015.

Additionally, the Company has not adequately designed and documented sufficient internal controls to support effective internal controls relating to the risk of fraud and management override of internal controls. The controller and the assistant to the controller post and review journal entries and also generate the system based financial reports used in key management review controls. Further, the controller and the assistant to the controller and some department heads have administrative access to their departments' operating systems.

These material weaknesses were considered in determining the nature, timing, and extent of audit tests applied in our audit of the fiscal 2015 consolidated financial statements, and this report does not affect our report dated December 14, 2015 on those consolidated financial statements.

In our opinion, Daily Journal Corporation did not maintain, in all material respects, effective internal control over financial reporting as of September 30, 2015, based on the COSO criteria. We do not express an opinion or any other form of assurance on management's statements referring to any corrective actions taken by the Company after the date of management's assessment.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the consolidated balance sheets of Daily Journal Corporation as of September 30, 2015 and 2014 and the related consolidated statements of comprehensive income (loss), shareholders' equity, and cash flows for the years then ended and our report dated December 14, 2015 expressed an unqualified opinion thereon.

/s/ BDO USA, LLP

Los Angeles, California
December 14, 2015

Changes in Internal Control over Financial Reporting

In light of the material weaknesses in the Company's internal control over financial reporting discussed above for the fiscal year ended September 30, 2015, management concluded that the Company's disclosure controls and procedures were not effective as of September 30, 2015. Although the Company has taken several remedial steps, there were still material weaknesses existing as of September 30, 2015, and there were no material changes in the Company's internal control over financial reporting or in other factors reasonably likely to affect its internal control over financial reporting during the quarter ended September 30, 2015.

Item 9B. Other Information

None.

PART III

Item 10. Directors, Executive Officers and Corporate Governance

The information set forth in the tables, the notes thereto, and the paragraphs under the captions "Election of Directors", "Corporate Governance" and "Section 16(a) Beneficial Ownership Reporting Compliance" in the Company's Proxy Statement for the Annual Meeting of Shareholders to be held on or about February 10, 2016 (the "Proxy Statement"), is incorporated herein by reference.

The Company has adopted a Code of Ethics that applies to all directors, officers and employees of the Company, including the Chief Executive Officer, Chief Financial Officer and Controller. The Company's Code of Ethics has been filed as Exhibit 14 hereto.

Item 11. Executive Compensation

The information set forth under the captions "Executive Compensation" and "Corporate Governance" in the Proxy Statement is incorporated herein by reference.

Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters

The information set forth under the caption "Security Ownership of Certain Beneficial Owners and Management" in the Proxy Statement is incorporated herein by reference.

Item 13. Certain Relationships and Related Transactions, and Director Independence

The information set forth under the caption "Corporate Governance" in the Proxy Statement is incorporated herein by reference.

Item 14. Principal Accounting Fees and Services

The information set forth under the caption "Other Matters Regarding Independent Registered Public Accounting Firm" in the Proxy Statement is incorporated herein by reference.

PART IV

Item 15. Exhibits, Financial Statement Schedules

The following documents are filed as part of this Report:

- (1) Consolidated Financial Statements:
 - Report of Independent Registered Public Accounting Firm
 - Consolidated Balance Sheets at September 30, 2015 and 2014
 - Consolidated Statements of Comprehensive Income (Loss) for the years ended September 30, 2015, 2014 and 2013
 - Consolidated Statements of Shareholders' Equity for the years ended September 30, 2015, 2014 and 2013
 - Consolidated Statements of Cash Flows for the years ended September 30, 2015, 2014 and 2013
 - Notes to Consolidated Financial Statements
 - (2) Exhibits
 - 2.1 Asset Purchase Agreement, dated September 13, 2013, by and between Daily Journal Corporation; Technology Acquisition Corporation; ISD Corporation; ISD Investments, LLC; Hans Imhof; Ronald C. Beach; and Mark Nielsen. (±)
 - 2.2 Acquisition Agreement with respect to New Dawn Technologies, Inc., dated December 4, 2012, by and among Daily Journal Corporation, Thomas Higgins and Frank Felice. (±)
 - 3.1 Articles of Incorporation of Daily Journal Corporation, as amended. (≈)
 - 3.2 Amended and Restated Bylaws of Daily Journal Corporation. (≈)
 - 10.1 Form of Non-Negotiable Certificate Representing an Employee Participant Interest in the Daily Journal Corporation ("DJC") Plan for Supplemental Compensation to an Employee as long as that Employee Remains Employed by DJC or one of its Subsidiaries, Based on Pre-tax Earnings of DJC and its Subsidiaries on a Consolidated Basis. (‡) (≈)
 - 14 Daily Journal Corporation Code of Ethics. (≈)
 - 21 Daily Journal Corporation's List of Subsidiaries.
 - 31 Certification by Chief Executive Officer and Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
 - 32 Certification by Chief Executive Officer and Chief Financial Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
- (±) Filed as an Exhibit to the Company's Current Report on Form 8-K, filed with the Securities and Exchange Commission on September 13, 2013.
- (±) Filed as an Exhibit to the Company's 2012 Annual Report on Form 10-K, filed with the Securities and Exchange Commission on December 14, 2012.
- (≈) Filed as an Exhibit to the Company's 2014 Annual Report on Form 10-K, filed with the Securities and Exchange Commission on January 28, 2015.
- (‡) Management Compensatory Plan.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

DAILY JOURNAL CORPORATION

By /s/ Gerald L. Salzman
Gerald L. Salzman
President

Date: December 14, 2015

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Charles T. Munger</u> Charles T. Munger	Chairman of the Board	December 14, 2015
<u>/s/ Gerald L. Salzman</u> Gerald L. Salzman	President, Chief Executive Officer, Chief Financial Officer, Treasurer and Director (Principal Executive Officer, Principal Financial Officer and Principal Accounting Officer)	December 14, 2015
<u>/s/ J. P. Guerin</u> J. P. Guerin	Director	December 14, 2015
<u>Peter Kaufman</u>	Director	
<u>Gary Wilcox</u>	Director	

EXHIBIT INDEX

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14	Daily Journal Corporation Code of Ethics. (≈)
21	Daily Journal Corporation's List of Subsidiaries.
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32	Certification by Chief Executive Officer and Chief Financial Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101.INS*	XBRL Instance
101.SCH*	XBRL Taxonomy Extension Schema
101.CAL*	XBRL Taxonomy Extension Calculation
101.DEF*	XBRL Taxonomy Extension Definition
101.LAB*	XBRL Taxonomy Extension Labels
101.PRE*	XBRL Taxonomy Extension Presentation
(±)	Filed as an Exhibit to the Company's Current Report on Form 8-K, filed with the Securities and Exchange Commission on September 13, 2013.
(±)	Filed as an Exhibit to the Company's 2012 Annual Report on Form 10-K, filed with the Securities and Exchange Commission on December 14, 2012.
(≈)	Filed as an Exhibit to the Company's 2014 Annual Report on Form 10-K, filed with the Securities and Exchange Commission on January 28, 2015.
(‡)	Management Compensatory Plan.
*	XBRL information is furnished and not filed as a part of a registration statement or prospectus for purposes of sections 11 or 12 of the Securities Act of 1933, as amended, is deemed not filed for purposes of section 18 of the Securities Exchange Act of 1934, as amended, and otherwise is not subject to liability under these sections.

Exhibit 21

As of September 30, 2015, Journal Technologies, Inc., a Utah Corporation, was a wholly-owned subsidiary of Daily Journal Corporation.

Exhibit 31

**CERTIFICATIONS BY CHIEF EXECUTIVE OFFICER AND CHIEF FINANCIAL OFFICER
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Gerald L. Salzman, certify that:

1. I have reviewed this annual report on Form 10-K of Daily Journal Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of registrant as of, and for, the periods presented in this report;
4. I am responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under my supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to me by others within those entities, particularly during the period in which this report is being prepared;
 - b. designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under my supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report my conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. I have disclosed, based on my most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):
 - a. all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: December 14, 2015

/s/ Gerald L. Salzman

Gerald L. Salzman
Chief Executive Officer, President,
Chief Financial Officer and Treasurer

Exhibit 32

**CERTIFICATION BY CHIEF EXECUTIVE OFFICER AND CHIEF FINANCIAL OFFICER
PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Annual Report on Form 10-K of Daily Journal Corporation (the "Company") for the fiscal year ended September 30, 2015 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Gerald L. Salzman, President, Chief Executive Officer, Chief Financial Officer and Treasurer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to the best of my knowledge:

- (1) the Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Gerald L. Salzman

Gerald L. Salzman
Chief Executive Officer, President,
Chief Financial Officer and Treasurer

December 14, 2015

The foregoing certification is being furnished solely pursuant to 18 U.S.C. Section 1350, and is not being filed as part of the Report or as a separate disclosure document.

REQUISITION

RQDA16000005 15/JAN/2016

VENDOR:

JOURNAL TECHNOLOGIES, INC.
843 SOUTH 100 WEST
LOGAN

UT 84321

TEL:(877)587-8927

FAX:(801)760-3407

REQUISITIONER:

DA DISTRICT ATTORNEY
262 OLD COUNTRY ROAD

MINEOLA

NY 11501

VICKI CORDOVA/GORDON TRABOLD

TEL:(516)571-3376

FAX:() -

ITEM	DESCRIPTION	QTY	U/M	UNIT COST	TOTAL
001	920-45	1.00	EA	146,065.5000	146,065.50
COMPUTER SOFTWARE MAINTENANCE/SUPPORT					
ANNUAL SUPPORT & MAINTENANCE RENEWAL OF THE DA'S JUSTWARE CASE					
MANAGEMENT & DOCUMENT MGMT SYSTEM 12/1/15 - 11/30/16					
TO INCLUDE THE FOLLOWING:					
	JUSTWARE API SUPPORT	1 @	\$21,168 =	\$21,168	
	JUSTICE WEB ANNUAL SUPPORT & UPGRADES	10 @	\$261.45 =	\$2,614.50	
	JUSTWARE SUPPORT	375 @	\$306.60 =	\$114,975	
	ANNUAL ONSITE ASSISTANCE, TRAINING	1 @	\$7,308 =	\$7,308	

ESTIMATED TOTAL: 146,065.50

Invoice

Page: 1

JOURNAL TECHNOLOGIES, INC.

843 South 100 West

Logan, UT 84321 USA

accounting@journaltech.com

Phone: 435-713-2100

Number: 0000002292

Date: 10/22/2015

Salesperson:

Customer: 3128

Sold To	Ship To
NASSAU COUNTY DISTRICT ATTORNEY Department of Information Technology 240 Old Country Rd Mineola, NY 11501 USA	Department of Information Technology 240 Old Country Rd Mineola, NY 11501 USA

Customer P.O.	Ship Via	F.O.B.	Terms
3128-S			Net 30 days

Description	Qty Shipped	Price	Amount
Annual Onsite Assistance, Training	1.000	7,308.000	7,308.00
JustWare Support	375.000	306.600	114,975.00
JusticeWeb Annual Support and Upgrades	10.000	261.450	2,614.50
JustWare API Support	1.000	21,168.000	21,168.00
----- LAST ITEM -----			

Annual Sup Renewal 12/01/2015-11/30/2016

Contact: D Neiland

Subtotal	146,065.50
Freight	0.00
Sales Tax	0.00
Trade Discount	0.00
Payment/Credit Amount	0.00
Balance	146,065.50

ATTN: Gordon Trabold
Nassau County District Attorney

10/29/2015

Mr. Trabold,

Journal Technologies, Inc. is the only business entity singularly qualified to provide the following capabilities that are a requirement for our case management software and office operations:

1. Only Journal Technologies' customer services team can provide technical support to JustWare users. No other vendor can provide JustWare updates, critical bug fixes and/or documents and reports support.
2. Journal Technologies, Inc. provides new versions, enhancements and regular version releases as part of the support fees that are paid. Only Journal Technologies, Inc. can provide new versions of the JustWare case management software application.
3. Justware is a proprietary software solution that Journal Technologies, Inc. does not permit third party companies to market, implement, host, support, or modify.

Let me know if I can be of any other assistance,

Sincerely,



Ben Stocks
Account Management Manager

Journal Technologies, Inc.
843 South 100 West / Logan, UT 84321
Phone +877 587 8927 Ext.. 4272 / Fax +801-760-3407
Email bstocks@journaltech.com / Website www.journaltech.com
Technology Smart. Community Strong.

Journal
TECHNOLOGIES

Madeline Singas
ACTING DISTRICT ATTORNEY



OFFICE OF THE DISTRICT ATTORNEY
NASSAU COUNTY
262 OLD COUNTRY ROAD
MINEOLA, NEW YORK 11501
TELEPHONE (516) 571-3800

December 23rd, 2015

To whom it may concern:

Journal Technologies is the vendor who designed and installed their proprietary JustWare Prosecutor Case Management system. Design and implementation began in 2012 and the system went live in December 2014. Journal Technologies is the only vendor capable of providing maintenance, support, and upgrades to the Database, Web Server, Document Server, and Report Management server. They are proprietary owners of that software, and no other vendor has rights to access to the code of those modules necessary to provide upgrades. They are also the only vendor with unique knowledge of customization and configuration of those modules for our office.

Very truly yours,

A handwritten signature in black ink, appearing to read "Gordon F. Trabold", is written over the typed name.

Gordon F. Trabold
Director of Technology Services

Business History Form

In addition to the submission of bids/proposals, as applicable, each bidder/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 bid/proposal.

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

Date: 10/7/2015

1) Bidder's/Proposer's Legal Name: Journal Technologies, Inc.

2) Address of Place of Business: 843 S 100 W Logan, UT 84321

List all other business addresses used within last five years:

3) Mailing Address (if different): _____

Phone: (435) 713-2100

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: 967459983

5) Federal I.D. Number: 87-0626854

6) The bidder/proposer is a (check one): ☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☐ Other (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business? Yes ☐ No ☒ If Yes, please provide details: _____

8) Does this business control one or more other businesses? Yes ☐ No ☒ If Yes, please provide details: _____

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ☒ No ☐ If Yes, provide details. Journal Technologies, Inc. is 100% owned by the Daily Journal Corporation

10) Has the bidder/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). NY - Nassau County TPVA, and Journal Technologies, Inc. previously New Town Technologies Inc mutually agreed to cease doing business together

11) Has the bidder/proposer, during the past seven years, been declared bankrupt? Yes ___ No X
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 X If Yes, provide details for each such investigation. _____

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 X If Yes, provide details for each such investigation. _____

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? No X Yes ___ If Yes, provide details for each such charge. _____

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

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? No X 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 X 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? No X Yes ___ If Yes, provide details for each such

occurrence. _____

- 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? No X Yes ____; If Yes, provide details for each such instance. _____

- 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? No X Yes ____ 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. _____

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:

(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 as collection agent on behalf of Nassau County. ND

(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 as collection agent on behalf of Nassau County. ND

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

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.

Journal Technologies, Inc. is open to discuss potential conflicts of interest and address any concerns the county may have.

Attachments to Business History Form

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

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

Should the bidder/proposer be other than an individual, the bid/proposal should include:

- i) Date of formation; 1/29/1999
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; See attachment.
- iii) Name, address and position of all officers and directors of the company; See attachment
- iv) State of incorporation (if applicable); Utah
- v) The number of employees in the firm; 153
- vi) Annual revenue of firm; See attached 10K
- vii) Summary of relevant accomplishments Sale, implement and support software for the justice community
- viii) Copies of all state and local licenses and permits.

- B. Indicate number of years in business. 16

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

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

Company Nassau County District Attorneys

Contact Person Gordon Trebold

Address 2102 Old County Rd.

City/State Mineola, NY

Telephone 516-571-3800

Fax # _____

E-Mail Address Gordon.trebold@nassauda.org

Company Spokane Municipal Court, Prosecutors
Contact Person Howard Delaney
Address 909 W. Mallon
City/State Spokane WA
Telephone 509-835-5988
Fax # _____
E-Mail Address hdelaney@spokanecity.org

Company Solano County District Attorney
Contact Person Krishna Abrems
Address 625 Texas Street Suite 4500
City/State Fair Field CA
Telephone 707-784-6800
Fax # _____
E-Mail Address SolanoDA@SolanoCounty.com

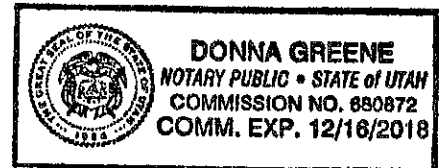
CERTIFICATION

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/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Jon Peek, 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 County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; 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 questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 7 day of October 2015

[Signature]
Notary Public



Name of submitting business: Journal Technologies, Inc.

By: [Signature]

Print name

[Signature]
Signature

COO
Title

10 / 7 / 15
Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered and the 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/ PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Jon Peek
Date of birth [REDACTED]
Home address _____
City/state/zip _____
Business address 843 S 100 W
City/state/zip LOGAN, UT 84301
Telephone (435) 713-2100
Other present address(es) _____
City/state/zip _____
Telephone _____
List of other addresses and telephone numbers attached _____
2. Positions held in submitting business and starting date of each (check all applicable)
President 01 / 05 / 14 Treasurer _____
Chairman of Board _____ Shareholder _____
Chief Exec. Officer _____ Secretary _____
Chief Financial Officer _____ Partner _____
Vice President _____
(Other) CDO 10/1/14
3. Do you have an equity interest in the business submitting the questionnaire?
NO ☒ YES _____ 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? NO
_____ YES _____ 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? NO ☒ YES _____; 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? NO ☒ YES _____ 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? NO ☒ YES ____ If Yes, provide details for each such instance.
- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO ☒ YES ____ If Yes, provide details for each such instance.
- 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? NO ☒ YES ____ If Yes, provide details for each such instance.
- 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? 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? 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.)

- 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 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? 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.

9. 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? NO X YES ____ If Yes, provide details for each such investigation.
10. 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? NO X YES ____ If Yes; provide details for each such investigation.
11. 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? NO X YES ____ If Yes; provide details for each such instance.
12. 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? NO X YES ____ If Yes, provide details for each such year.

CERTIFICATION

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I, Jon Peck, 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 County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; 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 questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 7 day of October 2015

Don
Notary Public

Jurnal Technologies Inc
Name of submitting business

Jon Peck
Print name

Jon Peck
Signature

CDD
Title

10 / 07 / 2015
Date



Journal TECHNOLOGIES

Journal Technologies, Inc.
843 S 100 W
Logan, Utah 84321

RE: Owner & Management Disclosure

Journal Technologies Inc.: is a wholly owned company by The Daily Journal Corporation.

Member of the board of Directors are: % owned

Gerald L. Salzman	President, CEO, CFO, Treasurer and Secretary	0
915 E 1st Street Los Angeles, CA		
Jon Peek	(COO) Chief Operating Officer	0
843 S. 100 W Logan. UT 84321		
Kyle Kennington	Assistant Secretary	0
843 S. 100 W Logan. UT 84321		

Los Angeles CA
949 E 2nd Street
Los Angeles, CA 90012

Corona CA
1595 E. 6th Street, Suite 101
Corona, CA 92879

Logan UT
843 South 100 West
Logan, Utah 84321

10-K 1 djco20140930_10k.htm FORM 10-K

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-K

(MARK ONE)

- ☒ ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
for the fiscal year ended September 30, 2014

OR

- ☐ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

Commission File No. 0-14665

DAILY JOURNAL CORPORATION
(Exact name of registrant as specified in its charter)

South Carolina
(State or other jurisdiction of
incorporation or organization)

95-4133299
(IRS Employer
Identification No.)

915 East First Street
Los Angeles, California
(Address of principal executive offices)

90012
(Zip Code)

Registrant's telephone number, including area code: (213) 229-5300

Securities registered pursuant to Section 12(b) of the Act: Common Stock, The NASDAQ Stock Market.

Securities registered pursuant to Section 12(g) of the Act: None.

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☐
No ☒

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes ☐
No ☒

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files).

Yes ☒ No ☐

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K: ☒

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated ☐ Accelerated filer ☒ Non-accelerated filer ☐ Smaller reporting company ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act):
Yes ☐ No ☒

As of March 31, 2014, the aggregate market value of Daily Journal Corporation's voting stock held by non-affiliates was approximately \$187,169,000.

As of January 26, 2015 there were outstanding 1,380,746 shares of Common Stock of Daily Journal Corporation.

Disclosure Regarding Forward-Looking Statements

This Form 10-K includes "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. Certain statements contained in this document, including but not limited to those in "Management's Discussion and Analysis of Financial Condition and Results of Operations", are "forward-looking" statements that involve risks and uncertainties that may cause actual future events or results to differ materially from those described in the forward-looking statements. Words such as "expects," "intends," "anticipates," "should," "believes," "will," "plans," "estimates," "may," variations of such words and similar expressions are intended to identify such forward-looking statements. We disclaim any intention or obligation to revise any forward-looking statements whether as a result of new information, future developments, or otherwise. There are many factors that could cause actual results to differ materially from those contained in the forward-looking statements. These factors include, among others: risks associated with software updates, upgrades and implementation efforts; Journal Technologies, Inc.'s reliance on professional services engagements with justice agencies, including California courts, for a substantial portion of their revenues; material changes in the costs of postage and paper; possible changes in the law, particularly changes limiting or eliminating the requirements for public notice advertising; possible loss of the adjudicated status of the Company's newspapers and their legal authority to publish public notice advertising; further decline in public notice advertising revenues because of fewer foreclosures; a further decline in subscriber and commercial advertising revenues; collectability of accounts receivable; the Company's reliance on its president and chief executive officer; changes in accounting guidance; and declines in the market prices of the Company's investments. In addition, such statements could be affected by general industry and market conditions, general economic conditions (particularly in California) and other factors. Although the Company believes that the expectations reflected in such forward-looking statements are reasonable, it can give no assurance that such expectations will prove to have been correct. Important factors that could cause actual results to differ materially from those in the forward-looking statements are discussed in this Form 10-K, including in conjunction with the forward-looking statements themselves, and in other documents filed by the Company with the Securities and Exchange Commission.

PART I

Item 1. Business

The Company publishes newspapers and web sites covering California and Arizona, as well as the California Lawyer magazine, and produces several specialized information services. It also serves as a newspaper representative specializing in public notice advertising. We often refer to this as "The Traditional Business".

Journal Technologies, Inc. ("Journal Technologies"), a wholly owned subsidiary of the Company, supplies case management software systems and related products to courts and other justice agencies, including administrative law organizations, county governments and bar associations. These organizations use the Journal Technologies family of products to help manage cases and information electronically, to interface with other critical justice partners and to extend electronic services to the public, including a secure website to pay traffic citations online, and bar members. These products are licensed to more than 500 organizations in 41 states, 3 U.S. territories and 2 other countries. Journal Technologies is the result of the October 1, 2014 integration of the Company's three technology-related subsidiaries, Sustain Technologies, Inc. ("Sustain"), a wholly owned subsidiary since 2008; New Dawn Technologies, Inc. ("New Dawn"), acquired in December 2012; and ISD Technologies, Inc. ("ISD"), acquired in September 2013.

Essentially all of the Company's operations are based in California, Arizona and Utah. Financial information of the Company is set forth in Item 8 ("Financial Statements and Supplementary Data").

Products and Services

The Traditional Business

Newspapers and related online publications. The Company publishes 10 newspapers of general circulation. Each newspaper, in addition to news of interest to the general public, has a particular area of in-depth focus with regard to its news coverage, thereby attracting readers interested in obtaining information about that area through a newspaper format.

The publications are based in the following cities:

<u>Newspaper publications</u>	<u>Base of publication</u>
Los Angeles Daily Journal	Los Angeles, California
Daily Commerce	Los Angeles, California
San Francisco Daily Journal	San Francisco, California
The Daily Recorder	Sacramento, California
The Inter-City Express	Oakland, California
San Jose Post-Record	San Jose, California
Orange County Reporter	Santa Ana, California
San Diego Commerce	San Diego, California
Business Journal	Riverside, California
The Record Reporter	Phoenix, Arizona

The Daily Journals. The Los Angeles Daily Journal and the San Francisco Daily Journal are each published every weekday except certain holidays and were established in 1888 and 1893, respectively. In addition to covering state and local news of general interest, these newspapers focus particular coverage on law and its impact on society. (The Los Angeles Daily Journal and the San Francisco Daily Journal are referred to collectively herein as "The Daily Journals".) Generally The Daily Journals seek to be of special utility to lawyers and judges and to gain wide multiple readership of newspapers sent to law firm subscribers.

The Daily Journals contain much material and render many services in a common endeavor. The Los Angeles Daily Journal is the largest newspaper published by the Company, both in terms of revenues and circulation. At September 30, 2014, the Los Angeles Daily Journal had approximately 5,400 paid subscribers and the San Francisco Daily Journal had approximately 2,800 paid subscribers as compared with total paid subscriptions for both of The Daily Journals of 8,400 at September 30, 2013. The Daily Journals carry commercial advertising (display and classified) and public notice advertising required or permitted by law to be published in a newspaper of general circulation. The main source of commercial advertising revenue has been local advertisers, law firms and businesses in or wishing to reach the legal professional community. The gross revenues generated directly by The Daily Journals are attributable approximately 64% to subscriptions and 36% to the sale of advertising and other revenues. Revenues from The Daily Journals constituted approximately 19% of the Company's total fiscal 2014 revenues, 23% in 2013, 28% in 2012, 27% in 2011 and 25% in 2010.

It is the policy of The Daily Journals (1) to take no editorial position on the legal and political controversies of the day but instead to publish well-written editorial views of others on many sides of a controversy and (2) to try to report on factual events with technical competence and with objectivity and accuracy. It is believed that this policy suits a professional readership of exceptional intelligence and education, which is the target readership for the newspapers. Moreover, The Daily Journals believe that they bear a duty to their readership, particularly judges and justices, as a self-imposed public trust, regardless, within reason, of short-term income penalties. The Company believes that this policy of The Daily Journals is in the long-term interest of the Company's shareholders.

The Daily Journals contain the Daily Appellate Report which provides the full text and case summaries of all opinions certified for publication by the California Supreme Court, the California Courts of Appeal, the U.S. Supreme Court, the U.S. Court of Appeals for the Ninth Circuit, the U.S. Bankruptcy Appellate Panel for the Ninth Circuit, the State Bar Court and selected opinions of the U.S. District Courts in California and the Federal Circuit Court of Appeals. The Daily Journals also include a monthly court directory in booklet form. This directory includes a comprehensive list of sitting judges in all California courts as well as courtroom assignments, phone numbers and courthouse addresses, plus "Judicial Transitions" which lists judicial appointments, elevations, confirmations, resignations, retirements and deaths.

The Company publishes the California Directory of Attorneys (the "Directory"), which is updated and published semi-annually, in January and July. The Directory includes in a single volume names, addresses, fax and telephone numbers of California lawyers and many informational sections including listings of corporate counsel, private judges, arbitrators and mediators, and federal and state courts and governmental offices. In addition, the Directory includes commercial advertising and specialty listings. The Directory is provided as part of normal newspaper service to subscribers of The Daily Journals, and some are sold primarily to law firms.

The Daily Journals are distributed by mail and hand delivery, with subscribers in the Los Angeles and San Francisco areas usually receiving copies the same day. Certain subscribers in Los Angeles, San Francisco, Santa Clara, Alameda, Orange, San Diego, Riverside and San Bernardino counties receive copies by hand delivery. The regular yearly subscription rate for each of The Daily Journals is \$765.

Much of the information contained in The Daily Journals is available to subscribers online at www.dailyjournal.com.

Daily Commerce. Published since 1917, the Daily Commerce, based in Los Angeles, in addition to covering news of general interest, devotes substantial coverage to items designed to serve real estate investors and brokers, particularly those interested in Southern California distressed properties. The nature of the news coverage enhances the effectiveness of public notice advertising in distributing information about foreclosures to potential buyers at foreclosures. The features of the paper include default listings and probate estate sales. The Daily Commerce carries both public notice and commercial advertising and is published in the afternoon each business day.

The Daily Recorder. The Daily Recorder, based in Sacramento, began operations in 1911. It is published each business day. In addition to general news items, it focuses on the Sacramento legal and real estate communities and on California state government and activities ancillary to it. Among the regular features of The Daily Recorder is news about government leaders and lobbyists, as well as the Daily Appellate Report for those who request it. Advertising in The Daily Recorder consists of both commercial and public notice advertising.

The Inter-City Express. The Inter-City Express (the "Express") has been published since 1909. It covers general news of local interest and focuses its coverage on news about the real estate and legal communities in the Oakland/San Francisco area. The Express carries both commercial and public notice advertising. It is published each business day.

San Jose Post-Record. The San Jose Post-Record (the "Post-Record") has been published since 1910. In addition to general news of local interest, the Post-Record, which is published each business day, focuses on legal and real estate news and carries commercial and public notice advertising.

Orange County Reporter. The Orange County Reporter ("Orange Reporter") has been an adjudicated newspaper of general circulation since 1922. In addition to general news of local interest, the Orange Reporter reports local and state legal, business and real estate news, and carries primarily public notice advertising. The Orange Reporter is published three days a week.

San Diego Commerce. The San Diego Commerce is a thrice-weekly newspaper which carries general news of local interest and public notice advertising and has been an adjudicated newspaper of general circulation since 1970. The San Diego Commerce also serves legal and real estate professionals in San Diego County.

Business Journal. The Business Journal, established in 1991, publishes news of general interest and provides coverage of the business and professional communities in Riverside County. It also carries public notice advertising and is published each business day.

The Record Reporter (Arizona). The Record Reporter has been in existence since 1914. In addition to general news of local interest, The Record Reporter, which is published three days a week, focuses on legal news and public record information and carries primarily public notice advertising.

California Lawyer Magazine. Since 1988, the Company has published the California Lawyer, a legal affairs magazine formerly produced by the State Bar of California (the "State Bar"). The magazine is either mailed or provided in a digital version free to active members of the State Bar and other paid subscribers.

Information Services. The specialized information services offered by the Company have grown out of its newspaper operations or have evolved in response to a desire for such services primarily from its newspaper subscribers.

The Company has several court rules services. One is Court Rules, a multi-volume, loose-leaf set. Court Rules reproduces court rules for certain state and federal courts in California. The Court Rules appear in two versions, one of which covers Northern California courts (nine volumes) and one of which covers Southern California courts (eight volumes). The Company updates Court Rules on a monthly basis. In addition, the Company publishes a single volume of rules known as Local Rules for major counties of California. Six versions are published for Southern California, each a single bound volume for the rules of: (1) Los Angeles County; (2) Orange County; (3) San Diego County; (4) San Bernardino County; (5) Riverside County; and (6) Ventura, Santa Barbara and San Luis Obispo counties. Also, the Company publishes single-volume rules for the Federal District Court in the Central District of California and California Probate Rules. In Northern California, three versions of the Local Rules appear in loose-leaf books for Santa Clara/San Mateo, Alameda/Contra Costa and San Francisco counties. The single volumes are normally updated or replaced whenever there are substantial rule changes.

The Judicial Profiles services contain information concerning nearly all active and retired judges in California. Most of the profiles have previously appeared in The Daily Journals as part of a regular feature. The Judicial Profiles include biographical data and financial disclosure statements on judges and information supplied by each judge regarding the judge's policies and views on various trial and appellate procedures and the manner in which appearances are conducted in his or her courtroom. Subscribers may purchase either the ten-volume set for Southern California or the eight-volume set for Northern California.

The Company also provides online foreclosure information to about 40 customers. This service primarily provides distressed property information, some of which also appears in some of the Company's newspapers, as well as expanded features. Consolidation of both newspapers and online products more effectively utilizes the costs of gathering such information.

Advertising and Newspaper Representative. The Company's publications carry commercial advertising, and most also contain public notice advertising. Commercial advertising consists of display and classified advertising and constituted about 9% of the Company's total revenues in fiscal 2014, 11% in 2013, 15% in 2012, 14% in 2011 and 13% in 2010. Classified advertising has continued to decline primarily due to the continued downturn in the employment advertising marketplace and competition from online employment web sites.

Public notice advertising consists of many different types of legal notices required by law to be published in an adjudicated newspaper of general circulation, including notices of death, fictitious business names, trustee sale notices and notices of governmental hearings. The major types of public notice advertisers are real estate-related businesses and trustees, governmental agencies, attorneys and businesses or individuals filing fictitious business name statements. Many government agencies use the Company's Internet-based advertising system to produce and send their notices to the Company. A fictitious business name web site enables individuals to send their statements to the Company for filing and publication and another web site enables attorneys and individuals to send probate, civil, corporate, public sale and other types of public notices to the Company. California Newspaper Service Bureau ("CNSB"), a division of the Company, is a statewide newspaper representative (commission-earning selling agent) specializing since 1934 in public notice advertising. CNSB places public notices and other forms of advertising with adjudicated newspapers of general circulation, most of which are not owned by the Company.

Public notice advertising revenues and related advertising and other service fees, including trustee sales legal advertising revenues, constituted about 24% of the Company's total revenues in fiscal 2014, 35% in 2013, 56% in 2012, 58% in 2011 and 59% in 2010. Most of these revenues were generated by (i) notices published in the Company's newspapers, (ii) commissions and similar fees received from other publications in which the advertising was placed and (iii) service fees generated when filing notices with government agencies.

Trustee sales legal advertising revenues alone represented about 7% of the Company's total revenues in fiscal 2014, 17% in 2013, 56% in 2012, 58% in 2011 and 40% in 2010. For several years, these revenues were driven by the large number of foreclosures in California and Arizona, for which public notice advertising is required by law, but the number of foreclosures has continued to decline. In addition, in many states, including California and Arizona, legislatures have considered various proposals which would result in the elimination or reduction of the amount of public notice advertising required by statute. There is a risk that such laws could change in a manner that would have a significant adverse impact on the Company's public notice advertising revenues.

Other revenues are attributable to service fees from users of an online foreclosure/fictitious business name database, fees from attorneys taking continuing legal education "courses" published in the Company's publications and other miscellaneous fees.

Journal Technologies

Journal Technologies provides case management software and related services to courts and other justice agencies. Its operations constituted about 53% of the Company's total revenues in fiscal 2014, 37% in 2013, 9% in 2012, 9% in 2011 and 9% in 2010 (with the 2010-2012 numbers reflecting Sustain only). Journal Technologies earns revenue from license and maintenance fees paid by customers to use its software products; consulting fees paid by customers for installation, implementation and training services; and fees generated by the use of secure websites through which the general public can pay traffic citations. Journal Technologies has the following main products:

eCourt® — a web-based case processing system that can be used by courts and other justice agencies for all case types because its screens, data elements, business rules, work queues, searches and alerts are highly configurable. Journal Technologies also supports its prior generation Justice Edition software, which is a Windows-based system that also provides for customizable configurability.

JustWare® — a family of case management software products for use by courts and other justice agencies. JustWare® provides a standardized case management system that includes business rules to automate tasks, document and report generation, digital signatures and shortcuts to speed data input. Journal Technologies also licenses its JusticeWeb® public access software, which allows the public to view certain case information, provides a means to create permission-based access for sensitive data, allows pro se litigants and attorneys to e-file documents and includes a way for case participants to make payments online.

ICMST™ — a court case management system, which was acquired as part of the acquisition of the ISD assets. Journal Technologies also licenses its CASE™ — an automated probation case management system, including juvenile hall detention management features.

eFile™ — a browser-based interface that allows attorneys and the general public to electronically file documents with the court from a personal computer using the Internet at any time.

ePayIt™ — a service for the online payment of traffic citations. Users can pay traffic citations using the Internet at any time with a credit card, and can obtain traffic school and other information.

Almost all of Journal Technologies' customers are government agencies, and most new software installation and licensing projects are subject to competitive bidding procedures. Accordingly, the ability of Journal Technologies to get new customers is highly unpredictable. In addition, budget constraints, especially during stressful economic times, could force governmental agencies to defer or forgo consulting services or even to stop paying their annual software maintenance fees. As a technology-based company, Journal Technologies' success depends on the continued improvement of its products, which is why the costs to update and upgrade them consistently constitute such a significant portion of the Company's expenses.

Materials and Postage

After personnel costs (included in "Salaries and employee benefits" and in "Outside services" in the consolidated statements of comprehensive income), postage and paper costs are typically the Company's next two largest expenses. Paper and postage accounted for approximately 7% of our traditional publishing segment's operating costs in fiscal 2014, 7% in 2013, 6% in 2012, 6% in 2011 and 6% in 2010. Paper prices may fluctuate substantially in the future, and periodic postal rate increases could significantly impact income from operations. Further, we may not be able to pass on such increases to our customers.

An adequate supply of newsprint and other paper is important to the Company's operations. The Company currently does not have a contract with any paper supplier. The Company has always been able to obtain sufficient newsprint for its operations, although in the past, shortages of newsprint have sometimes resulted in higher prices. The price of paper remained unchanged during fiscal 2014. We anticipate the price of paper will rise by approximately \$10 per standard ton in fiscal 2015.

We use the U.S. Postal Service for distribution of a majority of our newspapers and magazines. During the past several years, the Company has instituted changes in an attempt to mitigate higher postage costs. These changes have included contracting for hand delivery in selected sections of the San Francisco Bay area and in Santa Clara, Alameda, San Diego, Riverside, San Bernardino, Orange and Los Angeles counties, delivering pre-sorted newspapers to the post office on pallets, which facilitates delivery and improves service, and implementing a method of bundling newspapers which reduces the per piece charges. In addition, the Company has an ink jet labeler which eliminates paper labels and enables the Company to receive bar code discounts from the postal service on some of its newspapers.

Postal rates are dependent on the operating efficiency of the U.S. Postal Service and on legislative mandates imposed upon the U.S. Postal Service. During the past several years, the U.S. Postal Service increased rates and added new pallet/sack/tray fees. There were decreases in the Company's postage costs during fiscal 2014 primarily due to fewer subscribers.

Marketing

The Company actively promotes its individual newspapers and its multiple newspaper network as well as its other publications. The Company's staff includes a number of employees whose primary responsibilities include attracting new subscribers and advertisers. The specialization of each publication creates both target subscribers and target advertisers. Subscribers are likely to be attracted because of the nature of the information carried by the particular publication, and likely advertisers are those interested in reaching such consumer groups. In marketing products, the Company also focuses on its ancillary products which can be of service to subscribers, such as its specialized information services.

The Company receives, on a non-exclusive basis, public notice advertising from a number of agencies. Such agencies ordinarily receive a commission of 15% to 25% on their sales of advertising in Company publications. Commercial advertising agencies also place advertising in Company publications and receive commissions for advertising sales.

Journal Technologies' staff includes employees who provide marketing and consulting services which may also result in additional consulting projects and the licensing of products. Most of Journal Technologies' new projects come from existing customers or from a competitive bidding process.

Competition

Competition for readers and advertisers is very intense, both by established publications and by new entries into the market. The Daily Journals face aggressive competition, including amazingly low prices for multiple copy subscriptions, from law-oriented newspapers in Los Angeles, San Francisco and San Diego. All of the Company's business publications and products face strong competition from other publications and service companies. Readers of specialized newspapers focus on the amount and quality of general and specialized news, amount and type of advertising, timely delivery and price. The Company designs its newspapers to fill niches in the news marketplace that are not covered as well by major metropolitan dailies. The in-depth news coverage which the Company's newspapers provide along with general news coverage attracts readers who, for personal or professional reasons, desire to keep abreast of topics to which a major newspaper cannot devote significant news space. Other newspapers do provide some of the same subject coverage as does the Company, but the Company believes its coverage, particularly that of The Daily Journals, is more complete and therefore attracts more readers. The Company believes that The Daily Journals are the most important newspapers serving California lawyers on a daily basis.

The Company's court rules publications face competition in both the Southern California market as well as in Northern California from online court rules services and the courts themselves. Subscriptions to the multi-volume Court Rules and Local Rules volumes continued to decline during fiscal 2014. The Company's Judicial Profile services have direct competition and also indirect competition, because some of the same information is available through other sources, including the courts.

The steady decline in recent years in the number of subscriptions to The Daily Journals and the Company's court rule publications is likely to continue and will certainly impact the Company's future revenues. The pricing of the Company's products is reviewed every year. Subscription price increases have in recent years exceeded inflation, as have advertising rate increases.

In attracting commercial advertisers, the Company competes with other newspapers and magazines, television, radio and other media, including electronic and online systems for employment-related classified advertising. Factors which may affect competition for advertisers are the cost for such advertising compared with other media, and the size and characteristics of the readership of the Company's publications.

Internet sites devoted to recruitment have become significant competitors of our newspapers and web sites for classified advertising. In addition, there has been a steady consolidation of companies serving the legal marketplace, resulting in an ever-smaller group of companies placing display advertising. Consequently, retaining advertising revenues remains a challenge.

The Company competes with anywhere from one serious competitor to many competing newspapers for public notice advertising revenue in all of its markets. Large metropolitan general interest newspapers normally do not carry a significant amount of legal advertising, although recently they too have solicited certain types of public notice advertising. CNSB, a commission-earning selling agent and a division of the Company, faces competition from a number of companies based in California; some of which specialize in placing certain types of notices.

There is significant competition among a limited number of companies to provide services and software to the courts and other justice agencies, and some of these companies are much larger and have greater access to capital and other resources than Journal Technologies. Others provide services for a limited number of customers. As part of the competitive bidding process, many customers will express a preference for, or even require, larger vendors.

Many customers desire Internet-based solutions to centralize operations, facilitate electronic filing and other interfaces with other justice partners and the public, and publish certain information from case management systems. Journal Technologies' product lines provide versions of these services, but there are many uncertainties in the process of courts and other agencies migrating to newer Internet-based systems, including whether Journal Technologies' versions of case management systems will find general acceptance and whether the update, upgrade and modification of such systems can be done in a cost effective manner. The Company competes on a variety of factors, including price, technological capabilities and services to accommodate the individual requirements of each customer.

Employees

The Company has approximately 300 full-time employees and contractors and about 20 part-time employees and contractors as of September 30, 2014. This includes about 150 full-time employees and contractors and 10 part-time employees and contractors of Journal Technologies. The Company is not a party to any collective bargaining agreements. Certain benefits, including medical insurance, are provided to all full-time employees. Management considers its employee relations to be good.

The Company relies heavily on Gerald Salzman, who serves as president, chief executive officer, chief financial officer, treasurer and assistant secretary. If Mr. Salzman's services were no longer available to the Company, it is unlikely that the Company could find a single replacement to perform all of the duties now handled by him, and it could have a significant adverse effect on the Company's business. The Company does not carry key man life insurance, nor has it entered into an employment agreement with Mr. Salzman.

Working Capital

Traditionally, the Company has generated sufficient cash flow from operations to cover all its needs without significant borrowing. To a considerable extent, the Company benefits from the fact that subscriptions and some licenses, maintenance and consulting fees are generally paid a year in advance. In addition, the aggregate market value of the securities owned by the Company has increased significantly in recent years, providing the Company with even more working capital, subject, of course, to the normal risks associated with owning stocks and bonds. In December 2012, the Company borrowed \$14 million from its investment margin account to purchase all of the outstanding stock of New Dawn, and in September 2013, it borrowed another \$15.5 million to acquire substantially all of the operating assets and liabilities of ISD, in each case pledging its marketable securities to obtain favorable financing.

The Company believes it has sufficient cash and marketable securities for the foreseeable future. If the Company's overall cash needs exceed cash flow from operations and its current working capital, the Company may still have the ability to borrow against its marketable securities on favorable terms as it did for its two recent acquisitions, or it may attempt to secure additional financing which may or may not be available on acceptable terms.

The Company extends unsecured credit to most of its advertising customers. The Company maintains a reserve account for estimated losses resulting from the inability of these customers to make required payments, but if the financial conditions of these customers were to deteriorate or the Company's judgments about their abilities to pay are incorrect, additional allowances might be required, and the Company's cash flows and results of operations could be materially affected.

Inflation

The effects of inflation are not significantly any more or less adverse on the Company's businesses than they are on other publishing and software companies. The Company has experienced the effects of inflation primarily through increases in costs of personnel, newsprint, postage and services. These costs have generally been offset by periodic price increases for advertising and subscription rates, but with frequent exceptions during several years when the Company has experienced substantial increases in postage and newsprint expenses and additional costs related to acquisitions.

Access to Our Information

We file annual, quarterly and current reports, proxy statements and other information with the Securities and Exchange Commission ("SEC"). We will also provide these reports in electronic or paper format free of charge upon request addressed to our Secretary at our principal executive offices. Our SEC filings are also available to the public over the Internet at the SEC's website at www.sec.gov. The public may also read and copy any document we file at the SEC's public reference room located at 100 F Street N.E., Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 for further information on the operation of the public reference room.

Item 1A. Risk Factors

The foregoing business discussion and the other information included in this Form 10-K should be read in conjunction with the following risks, trends and uncertainties, any of which, either individually or in the aggregate, could materially and adversely affect our business, operating results or financial condition.

Risks Associated with The Traditional Business

A continuing reduction in the number of residential foreclosures in California and Arizona will result in fewer trustee sale notices being published in the Company's newspapers.

For several years, the revenues of The Traditional Business were driven by the large number of foreclosures in California and Arizona, for which public notice advertising is required by law. The number of foreclosures declined significantly in 2014 and has continued to decline in 2015. Along with improvements in the economy, the California Homeowner's Bill of Rights imposed new requirements effective January 1, 2013 that have contributed to the slowdown in foreclosures. We expect this trend to continue, and it will significantly impact the earnings of The Traditional Business because it will be impractical for the Company to offset the revenue loss with expense reductions.

Changes in the legal requirement to publish public notice advertising or in the legal ability of our newspapers to publish those notices would have a significant adverse impact on The Traditional Business.

From time to time, the legislatures in California and Arizona (and elsewhere) have considered various proposals that would result in the elimination or reduction of the amount of public notice advertising in printed newspapers required by statute. These proposals typically focus on the availability of alternative means of providing public notices, such as via the Internet. Some proposals also question the need for public notices at all. Should any of these proposals become law, particularly in California, they would materially affect the revenues of The Traditional Business.

In addition, if the adjudication, which is what gives them the legal ability to publish public notice advertising, of one or more of the Company's newspapers was challenged and revoked, those newspapers would no longer be eligible to publish public notice advertising, and it could materially affect the revenues of The Traditional Business.

The Traditional Business faces strong competition in each of its markets.

Competition for readers and advertisers is very intense, both by established publications and by new entries into the market. The Daily Journals face aggressive competition, including amazingly low prices for multiple copy subscriptions from law-oriented newspapers in Los Angeles, San Francisco and San Diego. The Company's court rules publications face competition in both Northern and Southern California from online court rules services and the courts themselves. The steady decline in recent years in the number of subscriptions to The Daily Journals and the court rule publications is likely to continue and will certainly impact The Traditional Business' future revenues.

The Traditional Business also competes with anywhere from one serious competitor to many competing newspapers for public notice advertising in all of its markets. As the amount of this advertising has decreased due to the reduction in the number of foreclosures discussed above, the competition to publish the remaining public notices has intensified and may result in a further decline in The Traditional Business' public notice advertising revenues.

The Traditional Business continues to experience challenges in maintaining its commercial advertising and circulation revenues, particularly due to the growth of Internet sites.

Internet sites devoted to recruitment have become significant competitors of our newspapers and web sites for classified advertising. In addition, there has been a steady consolidation of companies serving the legal marketplace, resulting in an ever-smaller group of companies placing display advertising. Furthermore, newspapers like ours have been struggling to compete for display advertising generally, given the many other forums (including Internet sites) that compete for advertising dollars. These trends are expected to continue and will adversely affect The Traditional Business.

Circulation revenues have continued to decline as more and more information has become available from the internet. Law firm mergers have also reduced the number of firms that purchase multiple subscriptions of our newspapers. It is not practical to assume that we will be able to offset the decline in subscriptions with increases in the subscription rate, and we expect that our circulation revenues will continue to decline.

The Traditional Business is exposed to risks associated with fluctuations in postage and paper costs.

After personnel costs, postage and paper costs are typically the Company's next two largest expenses. An adequate supply of newsprint and other paper is important to the operations of The Traditional Business. The Company currently does not have a contract with any paper supplier, and in the past, shortages of newsprint have sometimes resulted in higher prices. The price of paper has remained unchanged since fiscal year 2013, but we expect it to increase by approximately \$10 per standard ton in fiscal 2015.

The Traditional Business uses the U.S. Postal Service for distribution of a majority of its newspapers and magazine. Postal rates are dependent on the operating efficiency of the U.S. Postal Service and on legislative mandates imposed upon the U.S. Postal Service. During the past several years, postal rates have increased and new pallet/sack/try fees have been added. Postal rates and fees may increase more in the future. Further, we may not be able to pass on increases in paper and postage costs to our customers.

Risks Associated with Journal Technologies

The success of Journal Technologies depends in large part on the technological update and upgrade of its software products.

Journal Technologies' success depends on the continued improvement of its products, and the costs to update and upgrade those products consistently represent a large portion of Journal Technologies' expenses. There are many uncertainties in the process of courts and other justice agencies migrating to newer case management systems, including whether Journal Technologies' versions of these systems will find general acceptance and whether the modification of such systems can be done in a cost effective manner. The costs to update and upgrade Journal Technologies' products are expensed as incurred and will impact earnings at least through the foreseeable future.

Journal Technologies face significant competition from other case management software vendors.

There is significant competition among a limited number of companies to provide services and software to courts and other justice agencies, and some of these companies are much larger and have greater access to capital and other resources than Journal Technologies. Normally, the vendor is selected through a bidding process, and often the customers will express a preference for, or even require, larger vendors. An inability to successfully compete in this difficult market could materially affect the earnings of Journal Technologies.

The customers of Journal Technologies are public sector entities, which create special issues and risks.

Substantially all of the customers of Journal Technologies are courts, justice agencies, and other government entities. Accordingly, we face special risks associated with governmental budget constraints, especially during stressful economic times, which could force government entities to defer or forego consulting services or even stop paying their annual software license and maintenance fees. In addition, we encounter risks related to a longer and more complicated sales cycle than exists for commercial customers; political issues related to resource allocation, administration turnover and preferences for internal case management solutions or for a particular vendor; complicated bidding procedures; and fluctuations in the demand for information technology products and services.

Journal Technologies generally recognizes revenues for software installations only upon completion of the applicable services and customer acceptance of the software system.

In most cases, the fees paid to Journal Technologies for installation services and software licenses are at risk until the customer has indicated its satisfaction with the installed system and it has "gone live". Also, we utilize the completed contract method of accounting because the customer's acceptance is typically unpredictable and reliable estimates of the progress towards completion cannot be made. Accordingly, we do not recognize revenues for installation services or licenses or for most other consulting services until after the services have been performed, and there are significant risks associated with our ability to complete our services to the satisfaction of our customers and to fulfill the requirements that entitle us to be paid. An inability to realize payment for services performed could materially affect the earnings of Journal Technologies.

Risks Associated with Our Investments

A large portion of the Company's assets is invested in publicly traded securities, and the prices of those securities may decline.

As of September 30, 2014, the Company held marketable securities worth approximately \$173,676,000, with an unrealized gain of \$125,700,000. While this portfolio has enabled the Company to borrow on very favorable terms for its recent acquisitions and to better compete for case management software opportunities that are usually limited to "large" firms, it is unusual for a public company to invest a significant amount of its available cash in the marketable securities of other public companies. The value of these securities could decline, which would adversely affect shareholders' equity.

Also, as of September 30, 2014, the Company's investments were concentrated in just six companies and included one investment based in a foreign currency. Accordingly, a significant decline in the market value and unfavorable changes in the foreign exchange rates of one or more of the Company's investments may not be offset by hypothetically better performance of other investments. This concentration of risk may result in a more pronounced effect on shareholders' equity.

In certain circumstances, the Company may be required to recognize losses in a particular security for financial statement purposes even though the Company has not actually sold the security.

Even if the Company's investments as a whole perform extraordinarily well, for accounting reasons, an "other than temporary impairment" in a particular security may result in the need to recognize a loss with respect to that security in the Company's income statement in a particular period. This has happened twice in the past two fiscal years, and it may happen again in the future with respect to the same securities or other securities owned by the Company. This requirement to recognize a loss could have a material effect on the Company's earnings in a particular period.

General Corporate Risks

The Company relies heavily on the services of Gerald Salzman.

Gerald Salzman, 75, serves as the Company's president, chief executive officer, chief financial officer, treasurer and assistant secretary. He is also the president, chief executive officer, chief financial officer and secretary of Journal Technologies. If Mr. Salzman's services were no longer available to the Company, it is unlikely that the Company could find a single replacement to perform all of the duties now handled by him, and it could have a significant adverse effect on the Company's business. The Company does not carry key man life insurance, nor has it entered into an employment agreement with Mr. Salzman.

Changes in accounting guidance could have a significant effect on the Company's reported financial results.

Preparing financial statements requires the Company's management to make estimates and assumptions that affect the reported amount of assets, liabilities, revenues and expenses. These estimates and assumptions are affected by management's application of accounting policies and the prevailing accounting guidance. The Company considers fair value measurement and disclosures, revenue recognition, accounting for software costs, accounting for business combinations, testing for goodwill impairment and income taxes to be critical accounting policies and estimates. A change in the accounting guidance with respect to one or more of these areas could materially affect the Company's reported financial results.

The Company has identified certain material weaknesses in its internal control over financial reporting.

The Company has identified certain material weaknesses in its internal control over financial reporting. The Company's internal control over financial reporting has been designed to provide management and the Board of Directors with reasonable assurance regarding the preparation and fair presentation of the Company's consolidated financial statements. As a small company, we have seven experienced employees in the accounting department, and three in the IT department. Accordingly, we are not able to segregate duties to the extent we could if we had more people, and we have not sufficiently designed and documented controls that support an effective assessment of our internal controls relating to the prevention of fraud and possible management override of controls. We also do not have sufficient in-house technical expertise to assess and apply accounting standards that pertain to non-routine transactions, to review the quarterly and annual tax analysis and provision, and to assess the adequacy of disclosures in our quarterly and annual consolidated financial statements. As noted elsewhere in this Form 10-K, we were required to amend our Form 10-Q for the third quarter of fiscal 2014 to correct a misstatement in connection with our income tax accounting for one of our acquisitions.

Accordingly, we believe our overall internal control environment is sufficient for a company of our size. However, the existence of material weaknesses means that there is a reasonable possibility that a material misstatement of our financial statements will not be prevented or detected on a timely basis. This may result in legal, operational, financial, and regulatory issues. For more information regarding the material weaknesses, the mitigation controls used by the Company and certain remedial steps being taken or considered, please see Part II, Item 9A Controls and Procedures.

Item 1B. Unresolved Staff Comments

None.

Item 2. Properties

The Company owns office and printing facilities in Los Angeles and leases space for its other offices under operating leases which expire at various dates through 2019.

The main Los Angeles property is comprised of a two-story, 34,000 square foot building constructed in 1990, which is fully occupied by the Company. Approximately 75% of the building is devoted to office space and the remainder to printing and production equipment and facilities. In 2003, the Company finished building an adjacent 37,000 square foot building and parking facilities on properties it acquired in 1996 and 1998. This building provides additional office, production and storage space. The Company and Journal Technologies occupy this building's first floor and will complete the build-out of the second floor as needed.

The Company leases in San Francisco approximately 6,200 square feet of office space (expiring in October 2019). Journal Technologies leases about 30,200 square feet of office space (expiring in December 2015) in Logan, Utah and about 7,100 square feet of office space (expiring in March 2017) in Corona, California. In addition, the Company rents facilities in each of the remaining cities where its staff is located on a month-to-month basis or pursuant to leases generally of no longer than three years' duration. The Company believes that it has adequate office space.

See Note 4 of Notes to Consolidated Financial Statements for information concerning rents payable under leases.

Item 3. Legal Proceedings

From time to time, the Company is subject to litigation arising in the normal course of its business. While it is not possible to predict the results of such litigation, management does not believe the ultimate outcome of these types of matters will have a material adverse effect on the Company's financial position or results of operations or cash flows.

Item 4. Mine Safety Disclosures

Not applicable

Part II

Item 5. Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities

The following table sets forth the sales prices of the Company's common stock for the periods indicated. Quotations are as reported by the NASDAQ Capital Market.

	High	Low
Fiscal 2014		
Quarter ended December 31, 2013	\$ 191.85	\$ 134.06
Quarter ended March 31, 2014	194.87	154.12
Quarter ended June 30, 2014	219.68	161.17
Quarter ended September 30, 2014	210.00	168.07
Fiscal 2013		
Quarter ended December 31, 2012	\$ 107.35	\$ 82.06
Quarter ended March 31, 2013	111.00	92.80
Quarter ended June 30, 2013	120.93	100.11
Quarter ended September 30, 2013	164.00	106.61

As of December 31, 2014, there were approximately 600 holders of record of the Company's common stock, and the last trade was at \$263.01 per share.

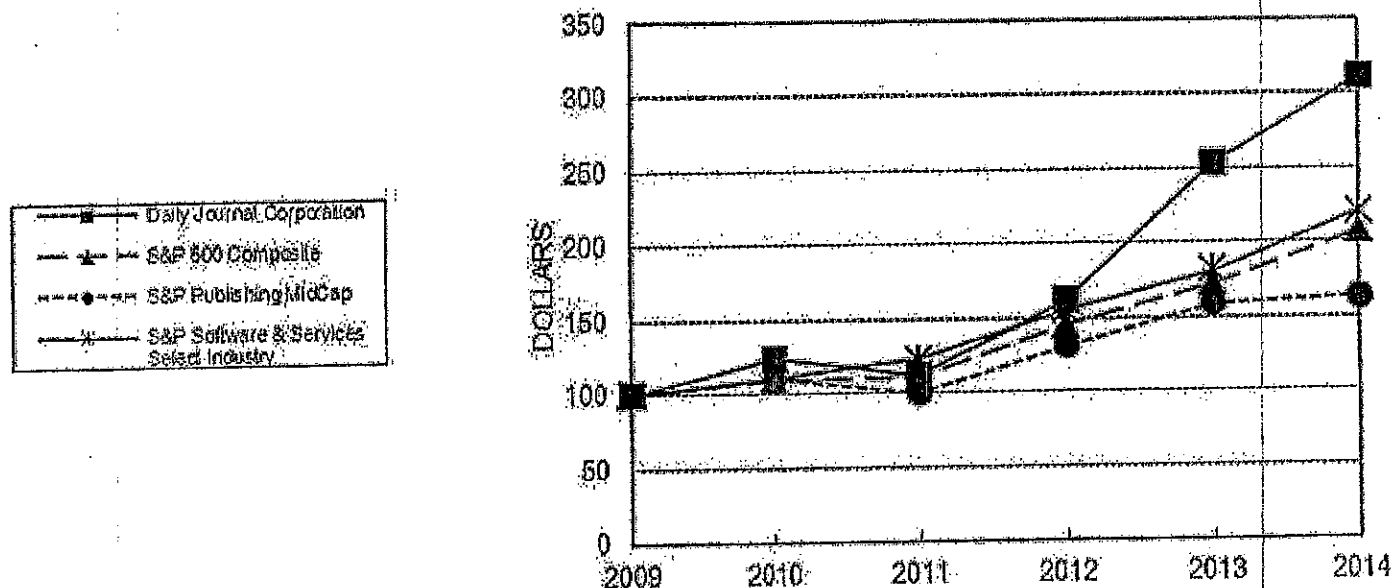
The Company did not declare or pay any dividends during fiscal 2014, 2013 or 2012. A determination by the Company whether or not to pay dividends in the future will depend on numerous factors, including the Company's earnings, cash flow, financial condition, capital requirements, future prospects, acquisition opportunities, and other relevant factors. The Board of Directors does not expect that the Company will pay any dividends or other distributions to shareholders in the foreseeable future.

The Company does not have any equity compensation plans, and it did not sell any securities, whether or not registered under the Securities Act of 1933, during the past three fiscal years.

From time to time, the Company has repurchased shares of its common stock and may continue to do so. See Note 2 of Notes to Consolidated Financial Statements for more information. The Company maintains a common stock repurchase program that was implemented in 1987 in combination with the Company's Management Incentive Plan. The Company's stock repurchase program remains in effect, but the Company did not repurchase any shares during fiscal 2014 and 2013.

The following graph shows a five-year comparison of cumulative total return on the Company's common stock, the Standard & Poor's 500 Composite Index and the Standard & Poor's Publishing MidCap Index and Standard & Poor's Software & Services Select Industry Index, assuming \$100 was invested on September 30, 2009, and all dividends were reinvested. The Company has not declared a dividend in any of the fiscal years shown.

Daily Journal Corporation
Total Cumulative Shareholder Return for Five Years Ended September 30, 2014



September 30	2009	2010	2011	2012	2013	2014
Daily Journal Corporation	100.00	124.18	112.54	161.73	253.52	311.31
S&P 500 Composite	100.00	110.16	111.42	145.07	173.13	207.30
S&P Publishing MidCap	100.00	110.90	100.14	130.90	159.18	163.63
S&P Software & Services Select Industry	100.00	110.86	122.68	154.77	181.54	220.30

Item 6. Selected Financial Data

The following sets forth selected financial data for the Company as of, and for each of the five years ended September 30, 2014. Such data should be read in conjunction with, and is qualified in its entirety by reference to, the Company's consolidated financial statements and the notes thereto and "Management's Discussion and Analysis of Financial Condition and Results of Operations," each included herein.

	Fiscal Year Ended September 30				
	2014	2013	2012	2011	2010
	(Dollar amounts in thousands, except share and per share amounts)				
Consolidated Statement of Comprehensive Income					
Revenues					
Advertising, net	\$ 11,435	\$ 14,472	\$ 19,221	\$ 21,337	\$ 23,185
Circulation	6,038	6,346	6,530	6,767	7,071
Advertising service fees and other	2,800	3,012	3,205	3,428	3,987
Licensing and maintenance fees	12,987	9,942	2,205	2,167	2,195
Consulting fees	4,002	3,406	713	814	1,142
Other public service fees	6,161	498	---	---	---
	<u>43,423</u>	<u>37,676</u>	<u>31,874</u>	<u>34,513</u>	<u>37,580</u>
Costs and expenses					
Salaries and employee benefits	25,262	19,236	13,592	13,473	16,003
Outside services	3,212	3,086	2,956	3,168	3,075
Postage and delivery costs	1,281	1,328	1,375	1,437	1,479
Newsprint and printing expenses	1,221	1,307	1,321	1,382	1,471
Depreciation and amortization	5,516	2,441	503	535	613
Other general and administrative expenses	9,121	6,489	3,445	3,716	3,498
	<u>45,613</u>	<u>33,887</u>	<u>23,192</u>	<u>23,711</u>	<u>26,139</u>
(Loss) income from operations	<u>(2,190)</u>	<u>3,789</u>	<u>8,682</u>	<u>10,802</u>	<u>11,441</u>
Other income and expenses					
Dividends and interest income	3,001	2,541	1,967	1,233	867
Other income	97	54	---	---	---
Interest expense on margin loans	(230)	(97)	---	---	---
Interest and penalty (expense) expense reversal accrued for uncertain and unrecognized tax benefits	(537)	---	100	(36)	(36)
Gains on sales of capital assets	---	1	7	1	---
Other than temporary impairment losses on investment	---	(1,719)	(2,855)	---	---
Income before taxes	<u>141</u>	<u>4,569</u>	<u>7,901</u>	<u>12,000</u>	<u>12,272</u>
Benefit from (provision for) income taxes	<u>490</u>	<u>(790)</u>	<u>(2,360)</u>	<u>(4,160)</u>	<u>(4,600)</u>
Net income	<u>\$ 631</u>	<u>\$ 3,779</u>	<u>\$ 5,541</u>	<u>\$ 7,840</u>	<u>\$ 7,672</u>
Weighted average number of common shares outstanding—basic and diluted					
	<u>1,380,746</u>	<u>1,380,746</u>	<u>1,380,746</u>	<u>1,380,746</u>	<u>1,380,746</u>
Basic and diluted net income per share	<u>\$ 0.46</u>	<u>\$ 2.74</u>	<u>\$ 4.01</u>	<u>\$ 5.68</u>	<u>\$ 5.56</u>
Comprehensive income					
Net income	\$ 631	\$ 3,779	\$ 5,541	\$ 7,840	\$ 7,672
Net change in unrealized appreciation of investments (net of taxes)	22,393	21,292	15,085	(3,627)	(2,325)
Reclassification adjustment of other-than-temporary impairment losses recognized in net income	---	1,051	1,720	---	---
Net change in comprehensive income	<u>\$ 23,024</u>	<u>\$ 26,122</u>	<u>\$ 22,346</u>	<u>\$ 4,213</u>	<u>\$ 5,347</u>

	September 30				
	2014	2013	2012	2011	2010
Consolidated Balance Sheet Data:					
Total assets	\$ 243,877	\$ 203,063	\$ 120,964	\$ 90,816	\$ 88,921
Shareholders' equity	136,371	113,347	87,225	64,879	60,666

Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations

Results of Operations

The Company continues to operate as two different businesses: (1) The Traditional Business, being the business of newspaper and magazine publishing and related services that the Company had before 1999 when it purchased a major interest in Sustain, and (2) Journal Technologies which (i) includes as of October 1, 2014, the combined operations of Sustain Technologies, Inc. ("Sustain"), a wholly-owned subsidiary since 2008; New Dawn Technologies, Inc. ("New Dawn"), acquired in December 2012; and ISD Technologies, Inc. ("ISD"), acquired in September 2013, and (ii) supplies case management software systems and related products to courts and other justice agencies, including administrative law organizations, county governments and bar associations. Even though the three companies were not combined into one entity until after the end of fiscal 2014, for ease of comparison, we refer to our technology business in this section as "Journal Technologies".

Fiscal 2014 compared to fiscal 2013

During fiscal 2014, consolidated pretax income decreased by \$4,428,000 (97%) to \$141,000 from \$4,569,000 in the prior year. The Traditional Business segment's pretax income decreased by \$2,817,000 (32%) to \$5,890,000 from \$8,707,000, primarily resulting from a reduction in trustee sale notice and related service fee revenues of \$2,825,000, partially offset by an increase in dividends and interest income of \$460,000. There were pretax other than temporary impairment losses on investments of \$1,719,000 in fiscal 2013 but none in fiscal 2014. Journal Technologies' business segment pretax loss increased by \$1,611,000 (39%) primarily because of the two acquisitions as further discussed below. (Journal Technologies included 12 months of operations for Sustain, New Dawn and ISD in fiscal 2014, 12 months for Sustain, less than 10 months for New Dawn and 1 month for ISD in fiscal 2013.)

Consolidated revenues were \$43,423,000 and \$37,676,000 for fiscal 2014 and 2013, respectively. This increase of \$5,747,000 (15%) was primarily from the additional Journal Technologies' revenues of \$9,304,000, partially offset by the reduction in trustee sale notice and related service fee revenues of \$2,825,000. The Company's revenues derived from Journal Technologies' operations constituted about 53% and 37% of the Company's total revenues for fiscal 2014 and 2013, respectively.

Consolidated operating costs and expenses increased by \$11,726,000 (35%) to \$45,613,000 from \$33,887,000, primarily for Journal Technologies. Total personnel costs increased by \$6,026,000 (31%) to \$25,262,000 from \$19,236,000 including additional personnel costs for Journal Technologies of \$4,645,000 and a reduced decrease of \$1,740,000 in the expenses related to the Company's Management Incentive Plan ("Incentive Plan"). The reduced decrease in Incentive Plan expense consisted of a reduction of \$840,000 in the long-term Incentive Plan accrual during fiscal 2014 due to reduced estimated current and future consolidated pretax income before this accrual versus a reduction of \$2,580,000 in the prior comparable year. This reduction occurred because the Incentive Plan is based primarily on the pretax income of the Company before adjustment for certain items. Depreciation and amortization costs increased by \$3,075,000 (126%) to \$5,516,000 mainly resulting from the additional amortization of Journal Technologies' intangible costs of \$3,001,000. Other general and administrative expenses also increased by \$2,632,000 (41%) primarily resulting from additional rent, sales and marketing expenses for Journal Technologies and increased professional fees, including those associated with the two acquisitions described below and the fiscal 2013 audit.

The Traditional Business segment advertising revenues, which declined by \$3,037,000 (21%) to \$11,435,000 from \$14,472,000, are very much dependent on the number of California and Arizona foreclosures for which public notice advertising is required by law. The number of foreclosure notices published by the Company decreased by 51% during fiscal 2014 as compared to fiscal 2013. Because this slowing is expected to continue, we anticipate there will be fewer foreclosure notice advertisements and declining revenues in fiscal 2015, and the Company's print-based earnings will also decline significantly because it will be impractical for the Company to offset all revenue loss by expense reduction. The Company's smaller newspapers, those other than the Los Angeles and San Francisco Daily Journals ("The Daily Journals"), accounted for about 96% of the total public notice advertising revenues in fiscal 2014. Public notice advertising revenues and related advertising and other service fees constituted about 24% of the Company's total revenues. Because of this concentration, the Company's revenues would be significantly affected if California (and to a lesser extent Arizona) eliminated the legal requirement to publish public notices in adjudicated newspapers of general circulation, as has been proposed from time to time. Also, if the adjudication of one or more of the Company's newspapers was challenged and revoked, those newspapers would no longer be eligible to publish public notice advertising, and it could have a material adverse effect on the Company's revenues.

We do not expect to experience an offsetting increase in commercial advertising because of the continuing challenges in the commercial advertising business, which declined \$423,000 (10%) to \$3,848,000 from \$4,271,000. The Daily Journals accounted for about 86% of the Company's total circulation revenues, which declined by \$308,000 (5%) to \$6,038,000 from \$6,346,000. The court rule and judicial profile services generated about 11% of the total circulation revenues, with the other newspapers and services accounting for the balance. Advertising service fees and other are Traditional Business segment revenues, which include primarily (i) agency commissions received from outside newspapers in which the advertising is placed and (ii) fees generated when filing notices with government agencies.

The Traditional Business segment operating costs and expenses increased by \$1,298,000 (8%) to \$17,154,000 from \$15,856,000 primarily due to annual salary adjustments and a reduced decrease of \$1,740,000 in expenses related to the Incentive Plan.

Journal Technologies' revenues increased by \$9,304,000 (67%) to \$23,150,000 from \$13,846,000 in the prior year, primarily due to the acquisitions of New Dawn and ISD. Licensing and maintenance fees increased by \$3,045,000 (31%) to \$12,987,000 from \$9,942,000. Consulting fees increased by \$596,000 (17%) to \$4,002,000 from \$3,406,000. Other public service fees increased by \$5,663,000 from \$498,000 (1 month only as ISD was acquired in September 2013) to \$6,161,000. In most cases, revenues from new installation projects will only be recognized, if at all, upon completion and acceptance of their services by the various customers. Deferred revenues on installation contracts primarily represent the fair value of advances from customers of Journal Technologies for software licenses and installation services. After a customer's acceptance of the completed project, the advances are generally no longer at risk of refund and are therefore considered earned. Deferred revenues on maintenance contracts represent prepayments of annual maintenance fees.

Journal Technologies' operating expenses increased by \$10,428,000 (58%) to \$28,459,000 from \$18,031,000 in the prior year primarily due to the two acquisitions, and included an increase in the amortization costs of \$3,001,000. Identifiable intangible assets, including customer relationships and developed technology, are being amortized on a straight-line basis over five years due to the short life cycle of technology that customer relationships depend on and over 15 years for tax purposes. Goodwill, which is not amortized for financial statement purposes, is amortized over a 15-year period for tax purposes. Goodwill represents the expected synergies in expanding the Company's software business. Goodwill is evaluated for impairment annually, or whenever events or changes in circumstances indicate that the value may not be recoverable. Considered factors for potential goodwill impairment evaluation include the current year's business profitability before intangible amortization, fluctuations of revenues, changes in the market place, the status of installation contracts and new business, among other things. The Company is continuing to update and upgrade its software products. These costs are expensed as incurred and will materially impact earnings at least through the foreseeable future.

The Company recorded an income tax benefit of \$490,000 on pretax income of \$141,000 in fiscal 2014. The income tax benefit was higher than the amount computed using the statutory rate because of the dividends received deduction and the domestic production activity deduction. On pretax income of \$4,569,000 for fiscal 2013, the Company recorded a tax provision of \$790,000 which was lower than the amount computed using the statutory rate primarily because of the available dividends received deduction and the domestic production activity deduction. The Company's effective tax rate was -348% and 17% for fiscal 2014 and 2013, respectively.

The Company's consolidated balance sheet at June 30, 2014, its consolidated statements of comprehensive income (loss) for the three months and nine months ended June 30, 2014 and its consolidated statement of cash flows for the nine months ended June 30, 2014 were restated to record a liability for an uncertain tax position as discussed below.

At September 30, 2014, the Company accrued a liability of approximately \$3,244,000 for uncertain and unrecognized tax benefits relating to an acquisition in fiscal 2013. This is a result of the Company's evaluation of the tax position taken in its prior year tax return resulting in the conclusion that the tax position does not meet more likely than not criteria. The Company does not anticipate a significant increase or decrease in this liability in the next twelve months. If recognized, it is expected these unrecognized tax benefits would not have a significant impact to the Company's effective tax rate. The prior year's income tax return which was filed in July 2014 reflected an income tax position contrary to the one accounted for in purchase accounting in fiscal 2013. Interest and penalties of approximately \$537,000 were recorded as "interest and penalty expense accrued for uncertain and unrecognized tax benefits" in the statement of comprehensive income.

At September 30, 2013 and 2012, there were no unrecognized tax benefits for the uncertain tax positions as the Company settled the previously claimed research and development credits in its tax returns for the fiscal 2002 to 2007 with the Internal Revenue Service in March 2012. The Company files federal income tax returns in the United States and with various state jurisdictions and is no longer subject to examinations for fiscal years before fiscal 2011 with regard to federal income taxes and fiscal 2010 for state income taxes.

Net income per share decreased to \$0.46 from \$2.74.

Fiscal 2013 compared to fiscal 2012

During fiscal 2013, consolidated pretax income decreased by \$3,332,000 (42%) to \$4,569,000 from \$7,901,000 in the prior year. The Traditional Business segment's pretax income decreased by \$1,382,000 (14%) to \$8,707,000 from \$10,089,000, primarily resulting from a reduction in trustee sale notice and related service fee revenues of \$4,454,000, partially offset by an increase in dividends and interest income of \$574,000.

Consolidated revenues were \$37,676,000 and \$31,874,000 for fiscal 2013 and 2012, respectively. This increase of \$5,802,000 (18%) was primarily from the additional New Dawn's and ISD's revenues of \$11,187,000, partially offset by the reduction in trustee sale notice and related service fee revenues of \$4,454,000. The Company's revenues derived from the operations of our technology business constituted about 37% and 9% (for Sustain only) of the Company's total revenues for fiscal 2013 and 2012, respectively.

Consolidated operating costs and expenses increased by \$10,695,000 (46%) to \$33,887,000 from \$23,192,000, primarily for Journal Technologies. Total personnel costs increased by \$5,644,000 (42%) to \$19,236,000 from \$13,592,000 primarily due to Journal Technologies' additional personnel costs of \$8,331,000, partially offset by a decrease of \$1,610,000 in the expenses related to the Incentive Plan. The decrease in Incentive Plan expense consisted of a reduction of \$2,580,000 in the long-term Incentive Plan accrual during fiscal 2013 due to reduced estimated current and future consolidated pretax income before this accrual versus a reduction of \$970,000 in the prior comparable year. Depreciation and amortization costs increased by \$1,938,000 (385%) to \$2,441,000 mainly resulting from the amortization of Journal Technologies' intangible costs of \$1,865,000. Other general and administrative expenses also increased by \$3,044,000 (88%) primarily resulting from additional rent, sales and marketing expenses for Journal Technologies and increased professional fees, including those associated with the two acquisitions.

The Traditional Business segment advertising revenues declined by \$4,749,000 from \$19,221,000 to \$14,472,000 primarily because the number of foreclosure notices published by the Company decreased by 51% during fiscal 2013 as compared to fiscal 2012. Although public notice advertising revenues were down compared to the prior year, the Company still continued to benefit from a relatively large number of foreclosures in California and Arizona compared to historical foreclosure rates. Along with slowing due to general improvements in the economy, effective January 1, 2013, the California Homeowner's Bill of Rights imposed new requirements that have contributed to the slowdown in foreclosures. The Company's smaller newspapers, those other than The Daily Journals, accounted for about 95% of the total public notice advertising revenues in fiscal 2013. Public notice advertising revenues and related advertising and other service fees constituted about 35% of the Company's total revenues during fiscal 2013.

The commercial advertising business declined \$358,000 from \$4,629,000 to \$4,271,000. The Daily Journals accounted for about 85% of the Company's total circulation revenues, which declined by \$184,000 from \$6,530,000 to \$6,346,000. The court rule and judicial profile services generated about 12% of the total circulation revenues, with the other newspapers and services accounting for the balance.

There were pretax other-than-temporary impairment losses on investments of \$1,719,000 versus \$2,855,000 in the prior year. These losses impact the results of The Traditional Business, but it is important to note that these write-downs were the result of an accounting requirement and they did not reflect that a loss was actually realized due to a sale of the security.

Journal Technologies' business segment had a pretax loss of \$4,138,000 compared to \$2,188,000 in the prior year primarily resulting from its intangible amortization costs of \$1,865,000. Most of the intangible amortization costs related to New Dawn, which was acquired in fiscal 2013 and therefore not part of our fiscal 2012 results.

In fiscal 2013, Journal Technologies' recognized \$9,942,000 in revenues from fees for the licensing and maintenance of its software products, compared to Sustain's licensing and maintenance revenues of \$2,205,000 in fiscal 2012. Sustain's portion of the 2013 licensing and maintenance revenues was \$2,338,000, and the balance was attributable to New Dawn and ISD. Journal Technologies recognized consulting revenues of \$3,406,000 in fiscal 2013 compared to \$713,000 in fiscal 2012 (for Sustain only).

On pretax income of \$4,569,000 and \$7,901,000 for the fiscal years ended September 30, 2013 and 2012, respectively, the Company recorded a tax provision of \$790,000 and \$2,360,000 respectively, which was lower in each case than the amount computed using the statutory rate because of the available dividends received deduction, the domestic production activity deduction and a change in California franchise taxes regarding revenue allocation among states resulting in a lower California tax rate which reduced the tax rate in fiscal 2013 and prior years' deferred taxes on the unrealized appreciation of the Company's investments by about \$500,000. In addition, in fiscal 2012, there was a reversal of an uncertain tax liability as the Company reached an agreement with the Internal Revenue Service in March 2012 to settle the Company's previously claimed research and development credits in its tax returns for the years 2002 to 2007. Consequently, the Company's effective tax rate was 17% and 30% for fiscal 2013 and 2012, respectively. One of the acquisitions was structured as a stock acquisition with an Internal Revenue Code Section 338 (h) (10) election, which resulted in the acquisition being treated as an acquisition of assets for income tax purposes. The other acquisition was structured as an asset purchase. As such, the amounts allocated to customer relationships and developed technology as well as goodwill are amortized over a 15-year period on a straight-line basis for tax purposes. Differences in the amortization period and methods between book and tax useful lives will result in deferred tax assets or liabilities.

Net income per share decreased to \$2.74 from \$4.01.

Comprehensive income includes net income and unrealized net gains on investments, net of taxes, as summarized below:

	Comprehensive Income		
	Fiscal		
	2014	2013	2012
Net income	\$ 631,000	\$ 3,779,000	\$ 5,541,000
Net increase in unrealized appreciation of investments (net of taxes)	22,393,000	21,292,000	15,085,000
Reclassification adjustment of other-than-temporary impairment losses recognized in net income (net of taxes)	---	1,051,000	1,720,000
	<u>\$ 23,024,000</u>	<u>\$ 26,122,000</u>	<u>\$ 22,346,000</u>

The Company's Traditional Business is one reportable segment and the other is Journal Technologies. Additional detail about each of the reportable segments is set forth below:

Reportable Segments

	Traditional Business	Journal Technologies*	Total
<u>Fiscal 2014</u>			
Revenues			
Advertising, net	\$ 11,435,000	\$ ---	\$ 11,435,000
Circulation	6,038,000	---	6,038,000
Advertising service fees and other	2,800,000	---	2,800,000
Licensing and maintenance fees	---	12,987,000	12,987,000
Consulting fees	---	4,002,000	4,002,000
Other public service fees	---	6,161,000	6,161,000
Income (loss) from operations	3,119,000	(5,309,000)	(2,190,000)
Pretax income (loss)	5,890,000	(5,749,000)	141,000
Income tax (expense) benefit	(1,860,000)	2,350,000	490,000
Net income (loss)	4,030,000	(3,399,000)	631,000
Amortization of intangible assets	---	4,866,000	4,866,000
<u>Fiscal 2013*</u>			
Revenues			
Advertising, net	\$ 14,472,000	\$ ---	\$ 14,472,000
Circulation	6,346,000	---	6,346,000
Advertising service fees and other	3,012,000	---	3,012,000
Licensing and maintenance fees	---	9,942,000	9,942,000
Consulting fees	---	3,406,000	3,406,000
Other public service fees	---	498,000	498,000
Income (loss) from operations	7,974,000	(4,185,000)	3,789,000
Other-than-temporary impairment losses on investments	1,719,000	---	1,719,000
Pretax income (loss)	8,707,000	(4,138,000)	4,569,000
Income tax (expense) benefit	(3,053,000)	2,263,000	(790,000)
Net income (loss)	5,654,000	(1,875,000)	3,779,000
Amortization of intangible assets	---	1,865,000	1,865,000
<u>Fiscal 2012**</u>			
Revenues			
Advertising, net	\$ 19,221,000	\$ ---	\$ 19,221,000
Circulation	6,530,000	---	6,530,000
Advertising service fees and other	3,205,000	---	3,205,000
Licensing and maintenance fees	---	2,205,000	2,205,000
Consulting fees	---	713,000	713,000
Income (loss) from operations	10,877,000	(2,195,000)	8,682,000
Other-than-temporary impairment losses on investments	2,855,000	---	2,855,000
Pretax income (loss)	10,089,000	(2,188,000)	7,901,000
Income tax (expense) benefit	(3,340,000)	980,000	(2,360,000)
Net income (loss)	6,749,000	(1,208,000)	5,541,000

* Includes (i) New Dawn's financial results from December 5, 2012 through September 30, 2013 with revenues of \$10,403,000 and expenses of \$10,625,000 (including intangible amortization expenses of \$1,587,000), and (ii) ISD's September 2013 financial results with revenues of \$784,000 and expenses of \$694,000 (including intangible amortization expenses of \$278,000).

** Includes only Sustain's financial results.

Disclosure of Contractual Obligations

The following table sets forth certain contractual obligations as of September 30, 2014:

	<u>Contractual Obligations (000)</u>				<u>Total</u>
	<u>Less than 1 year</u>	<u>2-3 years</u>	<u>4-5 years</u>	<u>More than 5 years</u>	
Obligations under operating leases	\$ 1,042	\$ 983	\$ 573	\$ 24	\$ 2,622
Long-term accrued liabilities	---	452	170	158	780
	<u>\$ 1,042</u>	<u>\$ 1,435</u>	<u>\$ 743</u>	<u>\$ 182</u>	<u>\$ 3,402</u>

In addition, during fiscal 2013 the Company borrowed \$29,493,000 from its investment margin account for the acquisitions in fiscal 2013. These investment margin account borrowings do not mature. The interest rate for these investment margin account borrowings fluctuates based on the Federal Funds Rate plus 50 basis points with interest only payable monthly. The interest rate as of September 30, 2014 was 0.75%. Additionally, the Company accrued a liability of approximately \$3,244,000 for uncertain and unrecognized tax benefits relating to an acquisition in fiscal 2013.

Liquidity and Capital Resources

During fiscal 2014, the Company's cash and cash equivalents and marketable security positions increased by \$40,754,000. Cash and cash equivalents were used primarily to complete the purchase of ISD (\$480,000) and to purchase capital assets, including computer software and office equipment (\$435,000). The investments in marketable securities, which cost approximately \$47,979,000 and had a market value of about \$173,676,000 at September 30, 2014, generated approximately \$3,001,000 in dividends and interest income, which lowers the Company's effective income tax rate because of the dividends received deduction. As of September 30, 2014, there were unrealized investment pretax gains of \$125,700,000 as compared to \$89,018,000 as of September 30, 2013. Most of the unrealized gains were in the common stocks of three U.S. financial institutions.

The cash provided by operating activities of \$4,507,000 included net increases in deferred installation contracts and maintenance agreements of \$2,095,000, partially offset by decreases in deferred subscriptions of \$153,000. Cash flows from operating activities decreased by \$1,165,000 during fiscal 2014 as compared to fiscal 2013 primarily because of the increases in accounts receivable of \$3,943,000, partially offset by the total increases of \$2,402,000 in deferred installation contracts and deferred maintenance agreements and others, both of which are the result of the prior year's acquisitions.

As of September 30, 2014, the Company had working capital of \$127,465,000, including the liabilities for deferred subscriptions and deferred installation contracts and maintenance agreements of \$19,308,000, which are scheduled to be earned within one year, and the deferred tax liability of \$48,896,000 for the unrealized gains described above.

The Company believes that it will be able to fund its operations for the foreseeable future through its cash flows from operating activities and its current working capital and expects that any such cash flows will be invested in its businesses. The Company may still have the ability to borrow against its marketable securities on favorable terms as it did for the New Dawn and ISD acquisitions. The Company also may entertain additional business acquisition opportunities. Any excess cash flows could be used to reduce the investment margin account liability or invested as management and the Board of Directors deem appropriate at the time.

Such investments may include additional securities of the companies in which the Company has already invested, securities of other companies, government securities (including U.S. Treasury Notes and Bills) or other instruments. The decision as to particular investments will be driven by the Company's belief about the risk/reward profile of the various investment choices at the time, and it may utilize government securities as a default if attractive opportunities for a better return are not available. The Company's Chairman of the Board, Charles Munger, is also the vice chairman of Berkshire Hathaway Inc., which maintains a substantial investment portfolio. The Company's Board of Directors has utilized his judgment and suggestions, as well as those of J.P. Guerin, the Company's vice chairman, when selecting investments, and both of them will continue to play an important role in monitoring existing investments and selecting any future investments.

As of September 30, 2014, the investments were concentrated in just six companies. Accordingly, a significant decline in the market value of one or more of the Company's investments may not be offset by the hypothetically better performance of other investments, and that could result in a large decrease in the Company's shareholders' equity and, under certain circumstances, in the recognition of impairment losses in the Company's income statement (such as the other-than-temporary impairment losses of \$1,719,000 recognized in fiscal 2013 and \$2,855,000 recognized in fiscal 2012).

Critical Accounting Policies and Estimates

The Company's financial statements and accompanying notes are prepared in accordance with U.S. generally accepted accounting principles. Preparing financial statements requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenues and expenses. These estimates and assumptions are affected by management's application of accounting policies. Management believes that revenue recognition, accounting for software costs, fair value measurement and disclosures (including for the long-term Incentive Plan liabilities), accounting for business combinations, testing for goodwill impairment and income taxes are critical accounting policies and estimates.

For the Traditional Business, proceeds from the sale of subscriptions for newspapers, court rule books and other publications and other services are recorded as deferred revenue and are included in earned revenue only when the services are provided, generally over the subscription term. Advertising revenues are recognized when advertisements are published and are net of commissions. An allowance for doubtful accounts for receivable is recorded.

Journal Technologies recognizes revenues in accordance with the provisions of Accounting Standards Codification ("ASC") ASC 985-605, *Software—Revenue Recognition* and ASC 605-35 *Construction-Type and Production-Type Contracts*. Revenues from leases of software products are recognized over the life of the lease while revenues from software product sales are generally recognized upon delivery, installation or acceptance pursuant to a signed agreement. Revenues from annual license and maintenance agreements generally call for the Company to provide software updates and upgrades to customers and are recognized ratably over the maintenance period. Consulting and other services are recognized upon acceptance by the customers under the completed contract method. The Company elects to use the completed contract method because each customer's acceptance is unpredictable and reliable estimates of the progress towards completion cannot be made. Only after a customer's acceptance of a completed project are customer advances generally no longer at risk of refund and are therefore considered earned.

The Company has established Vendor Specific Objective Evidence (VSOE) of fair value of the annual maintenance because a substantial majority of the Journal Technologies' actual maintenance renewals is within a narrow range of pricing as a percentage of the underlying license fees for the legacy contracts and is deemed substantive.

ASC 985-20, *Accounting for the Costs of Computer Software to be Sold, Leased, or Otherwise Marketed*, provides that costs related to the research and development of a new software product are to be expensed as incurred until the technological feasibility of the product is established. Accordingly, costs related to the development of new software products are expensed as incurred until technological feasibility has been established, at which time such costs are capitalized, subject to expected recoverability. In general, "technological feasibility" is achieved when the developer has established the necessary skills, hardware and technology to produce a product and a detailed program design has been (i) completed, (ii) traced to the product specifications and (iii) reviewed for high-risk development issues. The Company believes its process for developing software is essentially completed concurrent with the establishment of technological feasibility, and accordingly, no software development costs have been capitalized to date.

ASC 820, *Fair Value Measurement and Disclosures*, requires the Company to (i) disclose the amounts of transfers in and out of Level 1 and Level 2 fair value measurements and the reasons for the transfers and (ii) present separately information about purchases, sales, issuances and settlements in the reconciliation of Level 3 measurements. This guidance also provides clarification of existing disclosures requiring the Company to determine each class of its investments based on risk and to disclose the valuation techniques and inputs used to measure fair value for both Level 2 and Level 3 measurements. The Company made no transfers in and out of Level 1 and Level 2 measurements in fiscal years 2012, 2013 and 2014. During that time all of the Company's investments have been quoted on public markets and, therefore, all fair value calculations have been based on Level 1 measurements. The estimated Incentive Plan's future commitment is calculated using Level 3 inputs, as defined in the fair value hierarchy, based on an average of the current year and the current expectation of fiscal 2015 pretax earnings before certain items, discounted to the present value at 6% since each granted Incentive Plan Unit will expire over its remaining life term of up to 10 years.

ASC 805, *Business Combinations*, requires the use of the purchase method of accounting in connection with the acquisition of businesses. This requires all of the acquired assets and liabilities to be recorded at their fair values and for the purchase price to be allocated accordingly. Furthermore, intangible assets must be categorized and separated into two groups: those with an identifiable remaining useful life and those with an indefinite useful life. The latter is classified as goodwill. In fiscal 2013, the acquisitions of New Dawn and ISD resulted in the Company allocating \$13,400,000 to goodwill. The identifiable intangible assets acquired for New Dawn and ISD were based on Level 3 fair value measurements using an income approach discounted to the present value.

The Company analyzes goodwill for possible impairment under ASC 350, *Intangibles – Goodwill and Other*, annually or whenever events or changes in circumstances indicate that the value may not be recoverable. Considered factors for potential goodwill impairment evaluation for the reporting units include current year's business profitability before intangible amortization, fluctuations of revenues, changes in the market place, the status of installation contracts and new business, among other things. In addition, ASC 2011-08, *Testing Goodwill for Impairment*, allows for the option of performing a qualitative assessment before calculating the fair value of a reporting unit. If it is determined based on qualitative factors that there is no impairment to goodwill, then the fair value of a reporting unit is not needed. If a quantitative analysis is required and the unit's carrying amount exceeds its fair value, then the second step is performed to measure the amount of potential impairment. The Company's annual goodwill impairment analysis in 2014 did not result in an impairment charge based on the qualitative assessment using the above-mentioned considered factors for potential goodwill impairment.

ASC 740, *Income Taxes*, establishes financial accounting and reporting standards for the effect of income taxes. The objectives of accounting for income taxes are to recognize the amount of taxes payable or refundable for the current year and the deferred tax liabilities and assets for the future tax consequences of events that have been recognized in the financial statements or tax returns. This accounting guidance also prescribes recognition thresholds and measurement attributes for the financial statements recognition and measurement of a tax position taken or expected to be taken in a tax return. Judgment is required in assessing the future tax consequences of events that have been recognized in the Company's financial statements or tax returns. Fluctuations in the actual outcome of these future tax consequences could materially impact the Company's financial position or its results of operations and its deferred tax liabilities related to the net unrealized gains on investments. See Note 3 of Notes to Consolidated Financial Statements for further discussion.

ASC 280-10, *Segment Reporting*, defines operating segments as components of a public entity that has discrete financial information that is evaluated regularly by the Company's Chief Executive Officer to decide how to allocate resources and to assess performance. In accordance with ASC 280-10, the Company has two reportable business segments which are: (i) the Traditional Business and (ii) Journal Technologies. Journal Technologies is an aggregation of three technology operating segments — Sustain, New Dawn and ISD.

The above discussion and analysis should be read in conjunction with the consolidated financial statements and the notes thereto included in this report.

Item 7A. Qualitative and Quantitative Disclosures about Market Risk

In December 2012, the Company borrowed from its investment margin account the purchase price of \$14 million for the New Dawn acquisition, and in September 2013, it borrowed another \$15.5 million for the ISD acquisition, in each case pledging its marketable securities as collateral. The interest rate for these investment margin account borrowings fluctuates based on the Federal Funds Rate plus 50 basis points with interest only payable monthly. The interest rate as of September 30, 2014 was 0.75%. Because there has been no fluctuation in the interest rate since December 2012, the Company was not subject to any significant interest rate risk during such period.

Equity Price Risk

The Company does invest in marketable securities and is subject to the equity price risk. The following table summarizes our equity securities with significant equity price risk as of September 30, 2014 and 2013. The effects of a hypothetical 30% increase and a 30% decrease in market prices as of those dates are also shown. The selected 30% hypothetical changes do not reflect what could be considered the best or worst case scenarios. Indeed, results could be far worse due both to the nature of equity markets and the aforementioned concentrations existing in our equity investment portfolio.

Equity Price Risk (000)

			Estimated Fair Value after Hypothetical Change in Prices	Hypothetical Percentage Increase (Decrease) in Shareholders' Equity
	Fair Value	Hypothetical Price Change		
September 30, 2014				
Equity securities	\$ 165,734	30% increase	\$ 215,454	36% increase
		30% decrease	116,014	36% decrease
September 30, 2013				
Equity securities	129,699	30% increase	168,609	34% increase
		30% decrease	90,789	34% decrease

Item 8. Financial Statements and Supplementary Data**Report of Independent Registered Public Accounting Firm****The Board of Directors and Shareholders of Daily Journal Corporation**

We have audited the accompanying consolidated balance sheet of Daily Journal Corporation as of September 30, 2014 and the related consolidated statements of comprehensive income, shareholders' equity, and cash flows for the year then ended. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Daily Journal Corporation at September 30, 2014, and the consolidated results of its operations and its cash flows for the year then ended, in conformity with accounting principles generally accepted in the United States of America.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), Daily Journal Corporation's internal control over financial reporting as of September 30, 2014, based on criteria established in *Internal Control – Integrated Framework (1992)* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO) and our report dated January 28, 2015 expressed an adverse opinion thereon.

/s/ BDO USA, LLP

Los Angeles, California
January 28, 2015

Report of Independent Registered Public Accounting Firm**The Board of Directors and Shareholders of Daily Journal Corporation**

We have audited the accompanying consolidated balance sheet of Daily Journal Corporation as of September 30, 2013, and the related consolidated statements of comprehensive income, shareholders' equity, and cash flows for each of the two years in the period ended September 30, 2013. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of Daily Journal Corporation at September 30, 2013, and the consolidated results of its operations and its cash flows for each of the two years in the period ended September 30, 2013, in conformity with U.S. generally accepted accounting principles.

/s/ Ernst & Young LLP

Los Angeles, California
June 24, 2014

DAILY JOURNAL CORPORATION

CONSOLIDATED BALANCE SHEETS

	September 30	
	2014	2013
ASSETS		
Current assets		
Cash and cash equivalents	\$ 15,410,000	\$ 11,338,000
Marketable securities, including common stocks of \$165,734,000 and bonds of \$7,942,000 at September 30, 2014 and common stocks of \$129,699,000 and bonds of \$7,295,000 at September 30, 2013	173,676,000	136,994,000
Accounts receivable, less allowance for doubtful accounts of \$250,000 at September 30, 2014 and 2013	8,566,000	6,314,000
Inventories	51,000	56,000
Prepaid expenses and other assets	983,000	1,958,000
Income tax receivable	2,051,000	305,000
Total current assets	200,737,000	156,965,000
Property, plant and equipment, at cost		
Land, buildings and improvements	12,814,000	12,847,000
Furniture, office equipment and computer software	2,889,000	2,712,000
Machinery and equipment	1,864,000	2,014,000
	17,567,000	17,573,000
Less accumulated depreciation	(8,552,000)	(8,343,000)
	9,015,000	9,230,000
Intangibles, net	17,744,000	22,610,000
Goodwill	13,400,000	13,400,000
Deferred income taxes, net	2,981,000	858,000
	\$ 243,877,000	\$ 203,063,000
LIABILITIES AND SHAREHOLDERS' EQUITY		
Current liabilities		
Accounts payable	\$ 4,344,000	\$ 4,259,000
Accrued liabilities	3,118,000	4,416,000
Deferred subscriptions	3,381,000	3,534,000
Deferred installation contracts	8,896,000	6,879,000
Deferred maintenance agreements and others	7,031,000	6,864,000
Deferred income taxes, net	46,502,000	32,132,000
Total current liabilities	73,272,000	58,084,000
Long term liabilities		
Investment margin account borrowings	29,493,000	29,493,000
Deferred maintenance agreements	180,000	269,000
Income tax payable	3,244,000	---
Accrued interest and penalty for uncertain and unrecognized tax benefits	537,000	---
Accrued liabilities	780,000	1,870,000
Total long term liabilities	34,234,000	31,632,000
Commitments and contingencies (Notes 4 and 5)	---	---
Shareholders' equity		
Preferred stock, \$.01 par value, 5,000,000 shares authorized and no shares issued	---	---
Common stock, \$.01 par value, 5,000,000 shares authorized; 1,805,053 shares issued, including 424,307 treasury shares at September 30, 2014 and 2013	14,000	14,000
Additional paid-in capital	1,755,000	1,755,000
Retained earnings	58,301,000	57,670,000

Accumulated other comprehensive income	<u>76,301,000</u>	<u>53,908,000</u>
Total shareholders' equity	<u>136,371,000</u>	<u>113,347,000</u>
	<u>\$ 243,877,000</u>	<u>\$ 203,063,000</u>

See accompanying Notes to Consolidated Financial Statements

DAILY JOURNAL CORPORATION

CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME

	2014	2013	2012
Revenues			
Advertising, net	\$ 11,435,000	\$ 14,472,000	\$ 19,221,000
Circulation	6,038,000	6,346,000	6,530,000
Advertising service fees and other	2,800,000	3,012,000	3,205,000
Licensing and maintenance fees	12,987,000	9,942,000	2,205,000
Consulting fees	4,002,000	3,406,000	713,000
Other public service fees	6,161,000	498,000	---
	<u>43,423,000</u>	<u>37,676,000</u>	<u>31,874,000</u>
Costs and expenses			
Salaries and employee benefits	25,262,000	19,236,000	13,592,000
Outside services	3,212,000	3,086,000	2,956,000
Postage and delivery expenses	1,281,000	1,328,000	1,375,000
Newsprint and printing expenses	1,221,000	1,307,000	1,321,000
Depreciation and amortization	5,516,000	2,441,000	503,000
Other general and administrative expenses	9,121,000	6,489,000	3,445,000
	<u>45,613,000</u>	<u>33,887,000</u>	<u>23,192,000</u>
(Loss) income from operations	(2,190,000)	3,789,000	8,682,000
Other income (expenses)			
Dividends and interest income	3,001,000	2,541,000	1,967,000
Other income	97,000	54,000	---
Interest expense on margin loans	(230,000)	(97,000)	---
Interest and penalty (expense) expense reversal accrued for uncertain and unrecognized tax benefits	(537,000)	---	100,000
Gains on sales of capital assets	---	1,000	7,000
Other-than-temporary impairment losses on investments	---	(1,719,000)	(2,855,000)
	<u>141,000</u>	<u>4,569,000</u>	<u>7,901,000</u>
Income before taxes	490,000	(790,000)	(2,360,000)
Benefit from (provision for) income taxes			
Net income	<u>\$ 631,000</u>	<u>\$ 3,779,000</u>	<u>\$ 5,541,000</u>
Weighted average number of common shares outstanding – basic and diluted	<u>1,380,746</u>	<u>1,380,746</u>	<u>1,380,746</u>
Basic and diluted net income per share	<u>\$ 0.46</u>	<u>\$ 2.74</u>	<u>\$ 4.01</u>
Comprehensive income			
Net income	\$ 631,000	\$ 3,779,000	\$ 5,541,000
Net change in unrealized appreciation of investments (net of taxes of \$14,286,000, \$13,544,000 and \$9,991,000, respectively)	22,393,000	21,292,000	15,085,000
Reclassification adjustment of other-than-temporary impairment losses recognized in net income (net of taxes of \$0, \$668,000 and \$1,135,000, respectively)	---	1,051,000	1,720,000
	<u>\$ 23,024,000</u>	<u>\$ 26,122,000</u>	<u>\$ 22,346,000</u>

DAILY JOURNAL CORPORATION

CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY

	Common Stock		Treasury Stock		Additional	Retained	Accumulated	Total
	Share	Amount	Share	Amount	Paid-in Capital	Earnings	Other Comprehensive Income	Shareholders' Equity
Balance at September 30, 2011	1,805,053	\$ 18,000	(424,307)	\$ (4,000)	\$ 1,755,000	\$48,350,000	\$ 14,760,000	\$ 64,879,000
Net income	---	---	---	---	---	5,541,000	---	5,541,000
Unrealized gains on investments	---	---	---	---	---	---	15,085,000	15,085,000
Reclassification adjustment of other-than-temporary impairment losses recognized in net income (net of taxes)	---	---	---	---	---	---	1,720,000	1,720,000
Balance at September 30, 2012	1,805,053	18,000	(424,307)	(4,000)	1,755,000	53,891,000	31,565,000	87,225,000
Net income	---	---	---	---	---	3,779,000	---	3,779,000
Unrealized gain on investments	---	---	---	---	---	---	21,292,000	21,292,000
Reclassification adjustment of other-than-temporary impairment losses recognized in net income (net of taxes)	---	---	---	---	---	---	1,051,000	1,051,000
Balance at September 30, 2013	1,805,053	\$ 18,000	(424,307)	(4,000)	\$ 1,755,000	\$57,670,000	\$ 53,908,000	\$113,347,000
Net income	---	---	---	---	---	631,000	---	631,000
Unrealized gain on investments	---	---	---	---	---	---	22,393,000	22,393,000
Balance at September 30, 2014	<u>1,805,053</u>	<u>\$ 18,000</u>	<u>(424,307)</u>	<u>\$ (4,000)</u>	<u>\$ 1,755,000</u>	<u>\$58,301,000</u>	<u>\$ 76,301,000</u>	<u>\$136,371,000</u>

See accompanying Notes to Consolidated Financial Statements

DAILY JOURNAL CORPORATION

CONSOLIDATED STATEMENTS OF CASH FLOWS

	2014	2013	2012
Cash flows from operating activities			
Net income	\$ 631,000	\$ 3,779,000	\$ 5,541,000
Adjustments to reconcile net income to net cash provided by operating activities			
Depreciation and amortization	5,516,000	2,441,000	503,000
Deferred income taxes	(2,039,000)	(493,000)	(261,000)
Discount earned on bonds	(3,000)	(2,000)	(4,000)
Other-than-temporary impairment losses on investments	---	1,719,000	2,855,000
Changes in assets and liabilities			
(Increase) decrease in current assets (net of acquisitions)			
Accounts receivable, net	(2,252,000)	1,691,000	886,000
Inventories	5,000	(13,000)	1,000
Prepaid expenses and other assets	975,000	252,000	(9,000)
Income tax receivable	(1,746,000)	(109,000)	---
Increase (decrease) in liabilities (net of acquisitions)			
Accounts payable	85,000	(155,000)	(235,000)
Accrued liabilities	(1,851,000)	(3,016,000)	(1,415,000)
Income taxes	3,244,000	---	(952,000)
Deferred subscription	(153,000)	(115,000)	(170,000)
Deferred installation contracts	2,017,000	(593,000)	---
Deferred maintenance agreements and others	78,000	286,000	219,000
Net cash provided by operating activities	<u>4,507,000</u>	<u>5,672,000</u>	<u>6,959,000</u>
Cash flows from investing activities			
Maturities and sales of U.S. Treasury Bills	---	800,000	19,400,000
Purchases of U.S. Treasury Bills	---	---	(7,099,000)
Purchases of marketable securities	---	---	(20,961,000)
Acquisition of New Dawn Technologies, Inc. (net of cash acquired)	---	(11,878,000)	---
Acquisition of ISD Technologies, Inc. (net of cash acquired)	---	(13,454,000)	---
Purchases of property, plant and equipment	(435,000)	(280,000)	(372,000)
Net cash used for investing activities	<u>(435,000)</u>	<u>(24,812,000)</u>	<u>(9,032,000)</u>
Cash flows from financing activities			
Investment margin account borrowing	---	29,493,000	---
	---	29,493,000	---
Increase (decrease) in cash and cash equivalents	4,072,000	10,353,000	(2,073,000)
Cash and cash equivalents			
Beginning of year	11,338,000	985,000	3,058,000
End of year	<u>\$ 15,410,000</u>	<u>\$ 11,338,000</u>	<u>\$ 985,000</u>
Interest paid during year	\$ 230,000	\$ 97,000	\$ 186,000
Income taxes paid during year	<u>\$ 28,000</u>	<u>\$ 1,354,000</u>	<u>\$ 3,573,000</u>

See accompanying Notes to Consolidated Financial Statements

DAILY JOURNAL CORPORATION

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

1. THE COMPANY AND OPERATIONS

Daily Journal Corporation (the "Company") publishes newspapers and web sites covering California and Arizona, as well as the California Lawyer magazine, and produces several specialized information services. It also serves as a newspaper representative specializing in public notice advertising.

Journal Technologies, Inc. ("Journal Technologies"), a wholly-owned subsidiary, includes as of October 1, 2014, the combined operations of Sustain Technologies, Inc. ("Sustain"), a wholly-owned subsidiary since 2008; New Dawn Technologies, Inc. ("New Dawn"), acquired in December 2012; and ISD Technologies, Inc. ("ISD"), acquired in September 2013. Journal Technologies supplies case management software systems and related products to courts and other justice agencies, including administrative law organizations, county governments and bar associations. These organizations use the Journal Technologies family of products to help manage cases and information electronically, to interface with other critical justice partners and to extend electronic services to the public, including a secure website to pay traffic citations online, and bar members. These products are licensed to more than 500 organizations in 41 states, 3 U.S. territories and 2 other countries. Even though the three companies were not combined into one entity until after the end of fiscal 2014, for ease of comparison, we refer to our technology business in these Notes as "Journal Technologies".

Essentially all of the Company's operations are based in California, Arizona and Utah.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation: The consolidated financial statements include the accounts of the Company and Journal Technologies. All intercompany accounts and transactions have been eliminated in consolidation.

Certain prior year amounts have been reclassified to conform to the current year financial statement presentation.

Concentrations of Credit Risk: The Company extends unsecured credit to most of its advertising customers. The Company recognizes that extending credit and setting appropriate reserves for receivables is largely a subjective decision based on knowledge of the customer and the industry. Credit exposure also includes the amount of estimated unbilled sales. Credit limits, setting and maintaining credit standards, and managing the overall quality of the credit portfolio is largely centralized. The level of credit is influenced by the customer's credit and payment history which the Company monitors when establishing a reserve.

The Company maintains the reserve account for estimated losses resulting from the inability of its customers to make required payments. If the financial conditions of its customers were to deteriorate or its judgments about their abilities to pay are incorrect, additional allowances might be required and its results of operations could be materially affected.

Cash equivalents: The Company considers all highly liquid investments with insignificant risk of change in value within 3 months to be cash equivalents.

Fair Value of Financial Instruments: The carrying amounts of cash, accounts receivable and accounts payable approximate fair value because of their short maturities. In addition, the Company has investments in marketable securities, all categorized as "available-for-sale" and stated at fair market value, with the unrealized gains and losses, net of taxes, reported in "Accumulated other comprehensive income" in the accompanying consolidated balance sheets. The Company uses quoted prices in active markets for identical assets (consistent with the Level 1 definition in the fair value hierarchy) to measure the fair value of its investments on a recurring basis pursuant to Accounting Standards Codification ("ASC") Topic 820, *Fair Value Measurement and Disclosures*. At September 30, 2014, the aggregate fair market value of the Company's marketable securities was \$173,676,000. These investments had approximately \$125,700,000 of unrealized gains before taxes of \$48,896,000. Most of the unrealized gains were in the common stocks of three U.S. financial institutions. The bonds have a maturity date in 2039 and are classified as "Current assets" because they are available for sale. At September 30, 2013, the Company had marketable securities at fair market value of approximately \$136,994,000, including approximately \$89,018,000 of unrealized gains before taxes of \$34,610,000.

Investment in Financial Instruments

	September 30, 2014			September 30, 2013		
	Aggregate fair value	Amortized/Adjusted cost basis	Pretax unrealized gains	Aggregate fair value	Amortized/Adjusted cost basis	Pretax unrealized gains
Marketable securities						
Common stocks	\$165,734,000	\$ 43,042,000	\$122,692,000	\$129,699,000	\$ 43,042,000	\$86,657,000
Bonds	7,942,000	4,934,000	3,008,000	7,295,000	4,934,000	2,361,000
	<u>\$173,676,000</u>	<u>\$ 47,976,000</u>	<u>\$125,700,000</u>	<u>\$136,994,000</u>	<u>\$ 47,976,000</u>	<u>\$89,018,000</u>

The Company performed separate evaluations for impaired equity securities quarterly to determine if the unrealized losses were other-than-temporary. This evaluation considered a number of factors including, but not limited to, the length of time and extent to which the fair value had been less than cost, the financial condition and near term prospects of the issuer and the Company's ability and intent to hold the securities until fair value recovers. The assessment of the ability and intent to hold these securities to recovery focuses on liquidity needs, asset/liability management and portfolio objectives. As of September 30, 2014, there were no unrealized losses related to the marketable securities. In fiscal 2013 there were other-than-temporary impairment losses of \$1,719,000 (\$1,051,000 net of taxes) related to the marketable securities of one issuer and were recognized in earnings as U.S. GAAP requires that the Company recognize other-than-temporary impairment losses in earnings rather than in accumulated comprehensive income when the security prices remain below cost for a period of time that may be deemed excessive even in instances where the Company possesses the ability and intent to hold the security. However, the recording of these impairment losses does not necessarily indicate that the loss in value of these securities is permanent.

Acquisitions: In December 2012, the Company purchased all of the outstanding stock of New Dawn for \$14,000,000 in cash. The results of operations of New Dawn from December 5, 2012 through September 30, 2013 have been included in the Company's Consolidated Financial Statements for fiscal 2013: revenues were \$10,403,000, expenses were \$10,625,000 (including intangible amortization expenses of \$1,587,000), and its pretax loss was \$222,000. On September 13, 2013, the Company acquired substantially all of the operating assets and liabilities of ISD Corporation for about \$16,000,000 in cash. The results of operations of ISD for the month of September 2013 have been included in the Company's Consolidated Financial Statements for fiscal 2013: revenues were \$784,000, expenses were \$694,000 (including intangible amortization expenses of \$278,000), and its pretax income was \$90,000. Both acquisitions were accounted using the purchase method of accounting in accordance with ASC 805, *Business Combinations*. The Company incurred legal and tax fees of approximately \$96,000 for the New Dawn acquisition and approximately \$202,000 for the ISD acquisition during fiscal 2013. These costs were included in "Other general and administrative expenses" on the Company's Consolidated Statements of Comprehensive Income in fiscal 2013. The Company acquired New Dawn and ISD to expand its case management software business and to broaden its customer base in key markets.

On July 25, 2014, the Company finalized its valuation of ISD, which resulted in an allocation of \$1,700,000 to goodwill and a reduction of the same amount in its intangible assets. The Company allocated the ISD purchase price to tangible assets (\$4,410,000 including cash of \$2,546,000; accounts receivable of \$1,636,000; fixed assets of \$141,000; and prepaid assets of \$87,000), identifiable intangible assets (purchased software and customer relationships of \$14,975,000 pursuant to the results of a third party valuation) and liabilities (\$5,112,000 including accounts payable and accrued expenses of \$2,270,000 and deferred maintenance agreements of \$2,842,000) based on their fair values with the remaining balance in excess of the net assets allocated to goodwill (\$1,700,000).

Deferred revenues on installation contracts primarily represent the fair value of advances from customers of the Journal Technologies for software licenses and installation services. After a customer's acceptance of the completed project, the advances are generally no longer at risk of refund and are therefore considered earned. Deferred revenues on maintenance contracts represent prepayments of annual license and maintenance fees.

The Company has determined that it is impracticable to include supplemental pro forma information regarding the revenues and earnings of New Dawn and ISD as if the acquisitions had occurred on October 1, 2011 because neither New Dawn nor ISD previously maintained its books on an accrual basis in accordance with U.S. generally accepted accounting principles, and New Dawn's and ISD's owners further operated each of the entities as an S corporation. As a result, the Company is unable to produce meaningful pro forma numbers through the use of reasonable efforts. Had the acquisitions occurred on October 1, 2011, the Company would have recorded additional interest expenses of \$133,000 and \$221,000 in 2013 and 2012, respectively, related to the margin account borrowings incurred to fund the acquisitions and would have recorded additional intangible amortization of \$3,370,000 and \$5,235,000 in 2013 and 2012, respectively.

Intangible Assets: At September 30, 2014 and 2013, intangible assets were composed of (i) customer relationships of \$15,946,000 and \$20,310,000 (net of the accumulated amortization expenses of \$6,004,000 and \$1,640,000), respectively, and (ii) developed technology of \$1,798,000 and \$2,300,000 (net of accumulated amortization expenses of \$727,000 and \$225,000), respectively. These intangible assets are being amortized over five years based on their estimated useful lives. Future annual intangible amortization costs are estimated to be approximately \$4,895,000 for fiscal 2015 through 2017 and \$3,058,000 for fiscal 2018 and none thereafter. Intangible amortization expense was \$4,866,000, \$1,865,000 and \$0 for fiscal 2014, 2013 and 2012, respectively.

	Intangible Assets					
	September 30, 2014			September 30, 2013		
	Customer Relationships	Developed Technology	Total	Customer Relationships	Developed Technology	Total
Gross intangible	\$ 21,950,000	\$ 2,525,000	\$ 24,475,000	\$ 21,950,000	\$ 2,525,000	\$ 24,475,000
Accumulated amortization	(6,004,000)	(727,000)	(6,731,000)	(1,640,000)	(225,000)	(1,865,000)
	<u>\$ 15,946,000</u>	<u>\$ 1,798,000</u>	<u>\$ 17,744,000</u>	<u>\$ 20,310,000</u>	<u>\$ 2,300,000</u>	<u>\$ 22,610,000</u>

Goodwill: The Company accounts for goodwill in accordance with ASC 350, *Intangibles — Goodwill and Other*. Goodwill is not amortized for financial statement purposes but evaluated for impairment annually, or whenever events or changes in circumstances indicate that the value may not be recoverable. The Company performed qualitative assessments for its New Dawn and ISD reporting units and determined there were no substantive changes during the current year and no indication of impairment. Goodwill represents the expected synergies in expanding the Company's software business. Considered factors for potential goodwill impairment evaluation for the reporting units include the current year's business profitability before intangible amortization, fluctuations of revenues, changes in the market place, the status of installation contracts and new business, among other things. As of September 30, 2014 and 2013, there was goodwill of \$13,400,000.

Prepaid and Other Assets: Included in other assets are in-progress installation service costs for New Dawn projects from the acquisition for which revenues have not yet been recognized and are deferred.

Inventories: Inventories, comprised of newsprint and paper, are stated at cost, on a first-in, first-out basis, which does not exceed current market value.

Property, plant and equipment: Property, plant and equipment are carried on the basis of cost or fair value for assets acquired in business combinations. Depreciation of assets is provided in amounts sufficient to depreciate the cost of related assets over their estimated useful lives ranging from 3 – 39 years. At September 30, 2014, the estimated useful lives were (i) 5 – 39 years for building and improvements, (ii) 3 – 5 years for furniture, office equipment and software, and (iii) 3 – 10 years for machinery and equipment. Leasehold improvements are amortized over the term of the related leases or the useful life of the assets, whichever is shorter. Assets are depreciated using the straight-line method for financial statements and accelerated method for tax purposes. Depreciation and amortization expenses were \$650,000, \$576,000 and \$503,000 for fiscal 2014, 2013 and 2012, respectively.

Significant expenditures which extend the useful lives of existing assets are capitalized. Maintenance and repair costs are expensed as incurred. Gains or losses on dispositions of assets are reflected in current earnings.

Impairment of Long-Lived Assets: The Company evaluates long-lived assets for impairment whenever events or changes in circumstances indicate that the carrying value of an asset may not be recoverable. There were no such impairments identified during fiscal 2014, 2013 and 2012.

Journal Technologies' Software Development Costs: Development costs related to software products developed for sale or licensing are expensed as incurred until the technological feasibility of the product has been established. Thereafter, until the product is released for sale, software development costs are capitalized and reported at the lower of unamortized cost or net realizable value of the related product. The establishment of technological feasibility and the ongoing assessment of recoverability of costs require considerable judgment by the Company with respect to certain internal and external factors, including, but not limited to, anticipated future product revenue, estimated economic life and changes in hardware and software technology.

The Company believes its process for developing software is essentially completed concurrent with the establishment of technological feasibility, and accordingly, no software development costs have been capitalized to date.

Revenue Recognition: For the Traditional Business, proceeds from the sale of subscriptions for newspapers, court rule books and other publications and other services are recorded as deferred revenue and are included in earned revenue only when the services are provided, generally over the subscription term. Advertising revenues are recognized when advertisements are published and are net of commissions. The change in allowance for doubtful accounts is as follows.

<u>Description</u>	<u>Balance at Beginning of Year</u>	<u>Additions Charged to Costs and Expenses</u>	<u>Accounts Charged off less Recoveries</u>	<u>Balance at End of Year</u>
2014				
Allowance for doubtful accounts	\$ 250,000	\$ 41,000	\$ (41,000)	\$ 250,000
2013				
Allowance for doubtful accounts	\$ 200,000	\$ 144,000	\$ (94,000)	\$ 250,000
2012				
Allowance for doubtful accounts	\$ 250,000	\$ 49,000	\$ (99,000)	\$ 200,000

Journal Technologies recognizes revenues in accordance with the provisions of ASC 985-605, *Software—Revenue Recognition* and ASC 605-35 *Construction-Type and Production-Type Contracts*. Revenues from leases of software products are recognized over the life of the lease while revenues from software product sales are generally recognized upon delivery, installation or acceptance pursuant to a signed agreement. Revenues from annual license and maintenance contracts generally call for the Company to provide software updates and upgrades to customers and are recognized ratably over the maintenance period. Consulting and other services are recognized upon acceptance by the customers under the completed contract method. The Company elects to use the completed contract method because each customer's acceptance is unpredictable and reliable estimates of the progress towards completion cannot be made. Only after a customer's acceptance of a completed project are customer advances generally no longer at risk of refund and are therefore considered earned.

Approximately 53%, 37% and 9% of the Company's revenues in fiscal 2014, 2013 and 2012, respectively, were derived from sales and leases of software licenses, annual maintenance contract and support services and consulting services that typically include implementation and training.

The Company has established Vendor Specific Objective Evidence (VSOE) of fair value of the annual maintenance because a substantial majority of the Journal Technologies' actual maintenance renewals is within a narrow range of pricing as a percentage of the underlying license fees for the legacy contracts and is deemed substantive.

Management Incentive Plan: In fiscal 1987, the Company implemented a Management Incentive Plan (the "Incentive Plan") that entitles a participant to participate in pretax earnings before adjustment for certain items of the Company. In 2003, the Company modified the Incentive Plan to provide participants with three different types of non-negotiable incentive certificates based on the nature of the particular participants' responsibilities. Each certificate entitles the participant to a specified share of the applicable pretax earnings in the year of grant and to receive the same percentage of pretax earnings to be generated in each of the next nine years provided they remain with the Company or are in retirement after working for the Company to age 65. If a participant dies while any of his or her certificates remain outstanding, future payments under those certificates will be made to the deceased participant's beneficiaries. During fiscal 2012, the Company added a supplemental Addendum to the Sustain Certificate. This Addendum defines how the value of a Sustain Certificate will be paid upon a triggering event such as a sale of Sustain or an initial public offering.

Employees and consultants of New Dawn and ISD were not eligible to participate in the Incentive Plan, but starting in fiscal 2015 the Company has combined Sustain, New Dawn and ISD into one company, and the employees and consultants of the combined entity will be able to participate in new "Journal Technologies Certificates".

Certificate interests entitled participants to receive 3.85%, 3.66% and 3.60% (amounting to \$265,490, \$351,120 and \$513,500, respectively) of Daily Journal non-consolidated income before taxes, workers' compensation, supplemental compensation and certain other items, 9.25%, 7.95% and 8.23% (amounting to \$0 for all three years) for Sustain and 8.2%, 8.2% and 8.2% (amounting to \$0, \$241,240 and \$701,520, respectively) for Daily Journal consolidated in fiscal 2014, 2013 and 2012. The Company accrued \$780,000 and \$1,620,000 as of September 30, 2014 and 2013, respectively, for the Plan's future commitment, which included a decrease in fiscal 2014 of \$840,000 or \$.61 per share outstanding on a pretax basis and a decrease in fiscal 2013 of \$2,580,000 or \$1.87 per share outstanding on a pretax basis due to reduced estimated future pretax income. The estimated Incentive Plan's future commitment is calculated using Level 3 inputs, as defined in the fair value hierarchy, based on an average of the current year and the current expectation of fiscal 2015 pretax earnings before certain items, discounted to the present value at 6% since each granted Unit will expire over its remaining life term of up to 10 years.

Income taxes: The Company accounts for income taxes using an asset and liability approach which requires the recognition of deferred tax liabilities and assets for the expected future consequences of temporary differences between the carrying amounts for financial reporting purposes and the tax basis of the assets and liabilities. The Company accounts for uncertainty in income taxes under ASC 740-10 which prescribes a recognition threshold and measurement methodology to recognize and measure an income tax position taken, or expected to be taken, in a tax return. The evaluation of a tax position is based on a two-step approach. The first step requires an entity to evaluate whether the tax position would "more likely than not" be sustained upon examination by the appropriate taxing authority. The second step requires the tax position be measured at the largest amount of tax benefit that is greater than 50% likely of being realized upon ultimate settlement. In addition, previously recognized benefits from tax positions that no longer meet the new criteria would be derecognized. The Company records liabilities related to uncertain tax positions in accordance with ASC 740, Tax Provisions. At September 30, 2014, the Company accrued an approximately \$3,244,000 tax liability for uncertain and unrecognized tax benefits relative to an acquisition in fiscal 2013. At September 30, 2013 and 2012, there were no unrecognized tax benefits for the uncertain tax positions as the Company settled the previously claimed research and development credits in its tax returns for the years 2002 to 2007 with the Internal Revenue Service in March 2012.

Net income per common share: The net income per common share is based on the weighted average number of shares outstanding during each year. The shares used in the calculation were 1,380,746 for fiscal 2014, 2013 and 2012. The Company does not have any common stock equivalents, and therefore basic and diluted net income per share is the same.

Use of Estimates: The presentation of the Company's financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. The long-term Incentive Plan accrual is a significant estimate and relies on projections of future pretax income. The estimated Incentive Plan's future commitment is calculated using Level 3 inputs, as defined in the fair value hierarchy, based on an average of the current year and the current expectation of fiscal 2015 pretax earnings, discounted to the present value at 6% since each granted Unit will expire over its remaining life term of up to 10 years. Additionally, the purchase price allocations for New Dawn and ISD were based on estimates of fair value at the respective acquisition dates, using Level 3 measurement inputs under the fair value measurement hierarchy. Actual results could differ from these estimates.

Accounting Standards Adopted in 2013: In February 2013, the Financial Accounting Standards Board (FASB) issued Accounting Standards Codification ("ASU") No. 2013-02, *Reporting of Amounts Reclassified out of Accumulated Other Comprehensive Income*, requiring entities to disclose additional information with respect to changes in accumulated other comprehensive income (AOCI) balances by component and significant items reclassified out of AOCI. This ASU was effective beginning October 1, 2013 for the Company, and the adoption has no impact on the Company's consolidated results of operations or financial positions because it only represents a change to the presentation and disclosure requirements.

New Accounting Pronouncement: In September 2014, FASB issued ASU 2014-15, "Presentation of Financial Statements – Going Concern (Subtopic 205-40): Disclosure of Uncertainties about an Entity's Ability to Continue as a Going Concern" which defines when and how companies are required to disclose going concern uncertainties. Certain disclosure are required if substantial doubt that the entity will be unable to meet its obligations as they become due within one year after the date that the financial statements are issued (or available to be issued) exists. The new standard applies prospectively to annual periods ending after December 15, 2016 and to annual and interim periods thereafter. Early adoption is permitted under U.S. GAAP. The Company will adopt this standard when necessary.

In May 2014, FASB issued ASU 2014-09, "Revenue from Contracts with Customers (Topic 606)". The amendments in this Update establish a comprehensive revenue recognition standard for contract between a vendor and a customer for the provision of goods and services, and the standard requires five basic steps: (i) identify the contract with the customer, (ii) identify the performance obligations in the contract, (iii) determine the transaction price, (iv) allocate the transaction price to the performance obligations in the contract, and (v) recognize revenue when (or as) the entity satisfies a performance obligation. This update will be effective for annual periods beginning after December 15, 2016, including interim periods therein. Early adoption is prohibited under U.S. GAAP. The Company has not evaluated the impact of the adoption of the ASU on the consolidated financial statements.

3. INCOME TAXES

The (benefit from) provision for income taxes consists of the following:

	2014	2013	2012
Current:			
Federal	\$ 1,065,000	\$ 1,011,000	\$ 1,840,000
State	484,000	(228,000)	781,000
	<u>1,549,000</u>	<u>783,000</u>	<u>2,621,000</u>
Deferred:			
Federal	(1,790,000)	(30,000)	(223,000)
State	(249,000)	37,000	(38,000)
	<u>(2,039,000)</u>	<u>7,000</u>	<u>(261,000)</u>
	<u>\$ (490,000)</u>	<u>\$ 790,000</u>	<u>\$ 2,360,000</u>

The difference between the statutory federal income tax rate and the Company's effective rate is summarized below:

	2014	2013	2012
Statutory federal income tax rate	34.0%	34.0%	34.0%
State franchise taxes (net of federal tax benefit)	(38.3)	5.0	5.8
Business meals/gifts	36.1	1.0	0.2
Domestic production activity deduction	(135.7)	(2.0)	(2.6)
Dividends received deduction	(424.6)	(10.2)	(4.2)
Penalties for uncertain and unrecognized tax benefits	115.5	---	---
Reversal of uncertain tax position	---	---	(3.6)
Prior year true-up	84.70	---	---
Foreign tax credits	(17.9)	(0.3)	(0.3)
Effect of state rate change on beginning balance of deferred tax liabilities	---	(2.4)	---
Other	(1.3)	(7.8)	0.5
Effective tax rate	<u>(347.5%)</u>	<u>17.3%</u>	<u>29.8%</u>

At September 30, 2014, the Company's deferred income tax assets and liabilities were comprised of the following:

	2014	2013	2012
Deferred tax assets attributable to:			
Accrued liabilities, including supplemental compensation and vacation pay accrual	\$ 1,063,000	\$ 1,083,000	\$ 1,817,000
Impairment losses on investments	1,779,000	1,778,000	1,135,000
Bad debt reserves not yet deductible	78,000	78,000	80,000
Depreciation and amortization	1,822,000	356,000	49,000
Deferred revenues	1,116,000	---	---
Other	12,000	41,000	262,000
Total deferred tax assets	<u>5,870,000</u>	<u>3,336,000</u>	<u>3,343,000</u>
Deferred tax liabilities attributable to:			
Unrealized gains on investments	(48,896,000)	(34,610,000)	(20,898,000)
Goodwill	(495,000)	---	---
Total deferred tax liabilities	<u>(49,391,000)</u>	<u>(34,610,000)</u>	<u>(20,898,000)</u>
Net deferred income taxes	<u>\$ (43,521,000)</u>	<u>\$ (31,274,000)</u>	<u>\$ (17,555,000)</u>

The Company recorded an income tax benefit of \$490,000 on pretax income of \$141,000 in fiscal 2014. The income tax benefit was higher than the amount computed using the statutory rate because of the dividends received deduction and the domestic production activity deduction. On pretax income of \$4,569,000 for fiscal 2013, the Company recorded a tax

provision of \$790,000 which was lower than the amount computed using the statutory rate primarily because of the available dividends received deduction and the domestic production activity deduction. The Company's effective tax rate was -348% and 17% for fiscal 2014 and 2013, respectively.

The Company evaluated a tax position taken on its prior year tax return and determined that the position does not meet the more likely than not criteria. At September 30, 2014, the Company accrued a liability of approximately \$3,244,000 for uncertain and unrecognized tax benefits relating to an acquisition in fiscal 2013. The Company does not anticipate a significant increase or decrease in this liability in the next twelve months. If recognized, it is expected these unrecognized tax benefits would not have a significant impact to the Company's effective tax rate. The prior year's income tax return which was filed in July 2014 reflected an income tax position contrary to the one accounted for in purchase accounting in December 2012. Interest and penalties of approximately \$537,000 were recorded as "interest and penalty expense accrued for uncertain and unrecognized tax benefits" in the statement of comprehensive income. A reconciliation of the beginning and ending balance for liabilities associated with these uncertain and unrecognized tax benefits is as follows:

	Uncertain Tax Liability		
	2014	2013	2012
Beginning balance	\$ ---	\$ ---	\$ 700,000
Added liability for the prior year	2,393,000	---	---
Added liability for the current year	851,000	---	---
Tax payment upon settlement	---	---	(418,000)
Reduction adjustment	---	---	(282,000)
Ending balance	<u>\$ 3,244,000</u>	<u>\$ ---</u>	<u>\$ ---</u>

At September 30, 2013 and 2012, there were no unrecognized tax benefits for the uncertain tax positions as the Company settled the previously claimed research and development credits in its tax returns for the fiscal 2002 to 2007 with the Internal Revenue Service in March 2012. The Company files federal income tax returns in the United States and with various state jurisdictions and is no longer subject to examinations for fiscal years before fiscal 2011 with regards to federal income taxes and fiscal 2010 for state income taxes.

The subject acquisition was structured as a stock acquisition with an Internal Revenue Code Section 338(h)(10) election, which results in the acquisition being treated as an acquisition of assets for income tax purposes. The other acquisition was structured as an asset purchase. As such, the amounts allocated to customer relationships and purchased developed technology as well as goodwill are amortized over a 15-year period on a straight-line basis for tax purposes. Differences in the amortization period and methods between book and tax useful lives will result in deferred tax assets or liabilities.

4. DEBTS AND COMMITMENTS

In December 2012, the Company borrowed from its investment margin account the purchase price of \$14 million for the New Dawn acquisition, and in September 2013, it borrowed another \$15.5 million for the ISD acquisition, in each case pledging its marketable securities as collateral. The interest rate for these investment margin account borrowings fluctuates based on the Federal Funds Rate plus 50 basis points with interest only payable monthly. The interest rate as of September 30, 2014 was 0.75%. These investment margin account borrowings do not mature.

The Company owns its facilities in Los Angeles and leases space for its other Daily Journal offices under operating leases which expire at various dates through fiscal 2020. During fiscal 2014, the Company renewed its office lease for its San Francisco office for five years to end on October 31, 2019 with currently a monthly rent of approximately \$22,000 for about 6,200 square feet. The Logan, Utah office operating lease entered into in December 2012 in connection with the New Dawn acquisition requires a monthly rent of \$42,000 for about 30,200 square feet and will expire in December 2015, subject to certain extension options. Part of this office space is sub-leased to third parties under short-term leases for approximately \$5,000 per month. ISD leases about 7,100 square feet of office space, expiring in March 2017, in Corona, California, for a monthly rent of about \$12,000. The Company is responsible for a portion of maintenance, insurance and property tax expenses relating to these leased properties and certain other leased properties. Rental expenses for fiscal years 2014, 2013 and 2012 were \$1,182,000, \$884,000 and \$455,000, respectively.

The following table represents the Company's future obligations:

	Payments due by Fiscal Year						Total
	2015	2016	2017	2018	2019	2020 and after	
Obligations under operating leases	\$1,042,000	\$ 583,000	\$ 400,000	\$ 283,000	\$ 290,000	\$ 24,000	\$2,622,000
Long-term accrued liabilities	---	323,000	129,000	97,000	73,000	158,000	780,000
	<u>\$1,042,000</u>	<u>\$ 906,000</u>	<u>\$ 529,000</u>	<u>\$ 380,000</u>	<u>\$ 363,000</u>	<u>\$ 182,000</u>	<u>\$3,402,000</u>

5. CONTINGENCIES

From time to time, the Company is subject to litigation arising in the normal course of its business. While it is not possible to predict the results of such litigation, management does not believe the ultimate outcome of these matters will have a material effect on the Company's financial position or results of operations or cash flows.

6. REPORTABLE SEGMENTS

Operating segments are defined as components of an enterprise which has discrete financial information that is evaluated regularly by the Company's Chief Executive Officer to decide how to allocate resources and to access performance.

In accordance with ASC 280-10, *Segment Reporting*, the Company has two segments of business. The Company's reportable segments are: (i) the Traditional Business and (ii) Journal Technologies. Journal Technologies is an aggregation of three technology operating segments — Sustain, New Dawn and ISD. All inter-segment transactions were eliminated. Summarized financial information concerning the Company's reportable segments is shown in the following table:

	Reportable Segments		
	Traditional Business	Journal Technologies*	Total
<u>Fiscal 2014</u>			
Revenues			
Advertising, net	\$ 11,435,000	\$ ---	\$ 11,435,000
Circulation	6,038,000	---	6,038,000
Advertising service fees and other	2,800,000	---	2,800,000
Licensing and maintenance fees	---	12,987,000	12,987,000
Consulting fees	---	4,002,000	4,002,000
Other public service fees	---	6,161,000	6,161,000
Income (loss) from operations	3,119,000	(5,309,000)	(2,190,000)
Pretax income (loss)	5,890,000	(5,749,000)	141,000
Income tax (expense) benefit	(1,860,000)	2,350,000	490,000
Net income (loss)	4,030,000	(3,399,000)	631,000
Total assets	191,904,000	51,973,000	243,877,000
Capital expenditures	110,000	325,000	435,000
Amortization of intangible assets	---	4,866,000	4,866,000
<u>Fiscal 2013*</u>			
Revenues			
Advertising, net	\$ 14,472,000	\$ ---	\$ 14,472,000
Circulation	6,346,000	---	6,346,000
Advertising service fees and other	3,012,000	---	3,012,000
Licensing and maintenance fees	---	9,942,000	9,942,000
Consulting fees	---	3,406,000	3,406,000
Other public service fees	---	498,000	498,000
Income (loss) from operations	7,974,000	(4,185,000)	3,789,000
Other-than-temporary impairment losses on investments	1,719,000	---	1,719,000
Pretax income (loss)	8,707,000	(4,138,000)	4,569,000
Income tax (expense) benefit	(3,053,000)	2,263,000	(790,000)
Net income (loss)	5,654,000	(1,875,000)	3,779,000
Total assets	155,452,000	47,611,000	203,063,000
Capital expenditures	96,000	184,000	280,000
Amortization of intangible assets	---	1,865,000	1,865,000
<u>Fiscal 2012**</u>			
Revenues			
Advertising, net	\$ 19,221,000	\$ ---	\$ 19,221,000
Circulation	6,530,000	---	6,530,000
Advertising service fees and other	3,205,000	---	3,205,000
Licensing and maintenance fees	---	2,205,000	2,205,000
Consulting fees	---	713,000	713,000
Income (loss) from operations	10,877,000	(2,195,000)	8,682,000
Other-than-temporary impairment losses on			

investments	2,855,000	---	2,855,000
Pretax income (loss)	10,089,000	(2,188,000)	7,901,000
Income tax benefit (expense)	(3,340,000)	980,000	(2,360,000)
Net income (loss)	6,749,000	(1,208,000)	5,541,000
Total assets	119,833,000	1,131,000	120,964,000
Capital expenditures	320,000	52,000	372,000

* Includes (i) New Dawn's financial results from December 5, 2012 through September 30, 2013 with revenues of \$10,403,000 and expenses of \$10,625,000 (including intangible amortization expenses of \$1,587,000), and (ii) ISD's September 2013 financial results with revenues of \$784,000 and expenses of \$694,000 (including intangible amortization expenses of \$278,000).

** Includes only Sustain's financial results.

7. RESULTS OF OPERATIONS BY QUARTER (UNAUDITED)

	Quarter ended			
	December 31	March 31	June 30	September 30
	(in thousands except per share amounts)			
2014				
Revenues	\$ 9,951	\$ 10,828	\$ 11,147	\$ 11,497
Costs and expenses	11,220	11,346	11,410	11,637
Loss from operations	(1,269)	(518)	(263)	(140)
Other income	619	591	276	845
Income (loss) before taxes	(650)	73	13	705
Benefit from (provision for) income taxes	10	(20)	25	475
Net income (loss)	(640)	53	38	1,180
Basic and diluted net income (loss) per share	(.46)	.04	.03	.85
2013				
Revenues	\$ 7,693	\$ 9,753	\$ 9,204	\$ 11,026
Costs and expenses	6,992	8,616	8,758	9,521
Income from operations	701	1,137	446	1,505
Other income	563	524	715	697
Other-than-temporary impairment losses on investments	---	---	---	(1,719)
Income before taxes	1,264	1,661	1,161	483
Benefits from (provision for) income taxes	(430)	(510)	(335)	485
Net income	834	1,151	826	968
Basic and diluted net income per share	.60	.83	.60	.71

The Company amended its Form 10-Q for the third quarter of fiscal 2014 to restate amounts due to errors in the accounting for income taxes in connection with one of its acquisitions in fiscal 2013 as discussed in detail in Note 3. A reconciliation showing the effects of the restatement on the financial statements included in the original Form 10-Q is provided below:

	Three months ended June 30, 2014		
	Previously Reported	Adjustment	Restated
	(in thousands except per share amounts)		
2014			
Revenues	\$ 11,147	\$ -	\$ 11,147
Costs and expenses	11,410	-	11,410
Loss from operations	(263)	-	(263)
Other income	794	(518)	276
Income (loss) before taxes	531	(518)	13
Benefit from (provision for) income taxes	2,310	(2,285)	25
Net income (loss)	2,841	(2,803)	38
Basic and diluted net income (loss) per share	2.06	(2.03)	.03

8. SUBSEQUENT EVENTS

The Company has completed an evaluation of all subsequent events through the issuance date of these financial statements and concluded that no subsequent events occurred that required recognition to the financial statements or disclosures in the Notes to Consolidated Financial Statements.

Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure

Net applicable.

Item 9A. Controls and Procedures**Evaluation of Disclosure Controls and Procedures**

An evaluation was performed under the supervision and with the participation of the Company's management, including Gerald L. Salzman, its Chief Executive Officer and Chief Financial Officer, of the effectiveness of the design and operation of the Company's disclosure controls and procedures as of September 30, 2014. Based on that evaluation, management concluded that because of certain material weaknesses in its internal control over financial reporting, as further described below, the Company's disclosure controls and procedures were not effective as of September 30, 2014.

Management's Report on Internal Control over Financial Reporting

The Company's management is responsible for establishing and maintaining adequate internal control over financial reporting, as such term is defined in Rule 13a-15(f) under the Securities and Exchange Act of 1934. The Company's internal control over financial reporting has been designed to provide reasonable assurance to the Company's management and Board of Directors regarding the preparation and fair presentation of the Company's consolidated financial statements. All internal controls, no matter how well designed, have inherent limitations, and sometimes they can have one or more material weaknesses. A material weakness is a deficiency, or combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of the company's annual or interim consolidated financial statements will not be prevented or detected on a timely basis.

Each year, management is required by SEC rules to evaluate the effectiveness of the Company's internal control over financial reporting. That evaluation is conducted under the supervision and with the participation of Mr. Salzman, and is based on the framework in *Internal Control-Integrated Framework* (1992 framework) issued by the Committee of Sponsoring Organizations of the Treadway Commission ("COSO"). If we identify any material weaknesses, the rules do not allow us to conclude that our internal control over financial reporting is effective.

As a small company, we have seven experienced employees in the accounting department, and three in the IT department. Accordingly, we are not able to segregate duties to the extent we could if we had more people, and we have not sufficiently designed and documented controls that support an effective assessment of our internal controls relating to the prevention of fraud and possible management override of controls. Our controller and the assistant to the controller post and review certain journal entries and also generate the system based financial reports used in key management review controls. Additionally, the controller and the assistant to the controller and department heads had administrative access to their respective IT systems.

Also, we do not have sufficient in-house technical accounting expertise to assess and apply accounting standards that pertain to non-routine transactions, to review the quarterly and annual tax analysis and provision, and to assess the adequacy of disclosures in our quarterly and annual consolidated financial statements.

Recognizing our deficiencies, we use mitigating controls, including a variety of internal procedures to check and double-check the areas where one person is responsible for multiple duties. Among other things, the Company's monitoring activities include monthly review and comparative analysis of financial, production and public information in prior periods by the Company's department supervisors, the CEO/CFO and the Board of Directors. We also use a third party tax expert to assist with the quarterly and annual tax accounting, and on matters related to non-routine transactions. In addition, we believe our most important internal control is our hiring and retention of honest and capable people, whom we trust to do their jobs well. Accordingly, we believe our overall internal control environment is sufficient for a company of our size.

In the context of the COSO framework, however, we believe that the above mentioned deficiencies constitute material weaknesses, and therefore we must conclude that our internal control over financial reporting was not effective as of September 30, 2014. In this regard, as noted elsewhere in this Form 10-K, we were required to amend our Form 10-Q for the third quarter of fiscal 2014 to correct a misstatement in connection with our income tax accounting for one of our acquisitions. This resulted in material audit adjustments that primarily offset a previously recorded income tax benefit as well as additional disclosures in our consolidated financial statements.

Hiring additional experts and clerks to work in the accounting and IT departments would certainly help address these issues, but we do not believe it would be a wise use of shareholder money given how infrequently we undertake "non-routine" transactions. That said, we intend to consider engaging additional third party consultants as appropriate to identify and assist us with accounting, tax and financial reporting issues. In addition, we intend to analyze whether we can improve the level of precision and redundancy in our mitigating controls. We will also focus on improving security access controls to determine whether access to the departments' own operational systems by the controller, the assistant to the controller and department heads could be limited in a way that would enhance our segregation of duties controls.

BDO USA, LLP, the Company's independent registered public accounting firm, has included an attestation report on our internal control over financial reporting, which appears below. Also, the Company's consolidated financial statements in *Item 8, Financial Statements and Supplementary Data* contain an unqualified audit opinion from BDO USA, LLP.

Report of Independent Registered Public Accounting Firm

The Board of Directors and Shareholders of Daily Journal Corporation

We have audited Daily Journal Corporation's internal control over financial reporting as of September 30, 2014, based on criteria established in *Internal Control – Integrated Framework (1992)* issued by the Committee of Sponsoring Organizations of the Treadway Commission (the COSO criteria). Daily Journal Corporation's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management's Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on the company's internal control over financial reporting based on our audit.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audit also included performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

A material weakness is a deficiency, or a combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of the company's annual or interim financial statements will not be prevented or detected on a timely basis. We have concluded that there are the following material weaknesses which the Company has identified and described in management's assessment:

The Company does not have sufficient technical expertise in assessing and applying accounting standards to non-routine transactions, reviewing the quarterly and annual tax analysis and provision, and assessing the adequacy of disclosures in the quarterly and annual consolidated financial statements. The Company amended its Form 10-Q for the third quarter of fiscal 2014 to restate amounts to correct a misstatement in the accounting for income taxes in connection with one of its acquisitions. This resulted in material audit adjustments the Company recorded to primarily offset the previously recorded income tax benefit as well as additional disclosures in the consolidated financial statements.

Additionally, the Company has not adequately designed and documented sufficient internal controls to support effective internal controls relating to the risk of fraud and management override of internal controls. The controller and the assistant to the controller post and review journal entries and also generate the system based financial reports used in key management review controls. Further, the controller and the assistant to the controller and department heads had administrative access to their respective IT systems.

These material weaknesses were considered in determining the nature, timing, and extent of audit tests applied in our audit of the 2014 consolidated financial statements, and this report does not affect our report dated January 28, 2015 on those consolidated financial statements.

In our opinion, Daily Journal Corporation did not maintain, in all material respects, effective internal control over financial

reporting as of September 30, 2014, based on the COSO criteria. We do not express an opinion or any other form of assurance on management's statements referring to any corrective actions taken by the Company after the date of management's assessment.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the consolidated balance sheet of Daily Journal Corporation as of September 30, 2014 and the consolidated statements of comprehensive income, shareholders' equity, and cash flows for the year then ended and our report dated January 28, 2015 expressed an unqualified opinion thereon.

/s/ BDO U\$A, LLP

Los Angeles, California
January 28, 2015

Changes in Internal Control over Financial Reporting

In the fourth quarter of fiscal 2014, the Company critically assessed and refined its internal control over financial reporting and made certain changes as described below:

- moved responsibility for setting up user access rights of the Company's Sage financial system from the accounting department to the IT department;
- updated some of the Company's process documentation, primarily for the technology business;
- adopted a control whereby the Chief Executive Officer/Chief Financial Officer or Controller initial and document their review of all of the tax schedules received from the Company's third-party tax expert; and
- instituted a process whereby the accounting and human resources departments cross-check each other with respect to new hires and salary changes.

Item 9B. Other Information

None.

PART III

Item 10. Directors, Executive Officers and Corporate Governance

The information set forth in the tables, the notes thereto, and the paragraphs under the captions "Election of Directors", "Corporate Governance" and "Section 16(a) Beneficial Ownership Reporting Compliance" in the Company's Proxy Statement for the Annual Meeting of Shareholders to be held on or about March 25, 2015 (the "Proxy Statement"), is incorporated herein by reference.

The Company has adopted a Code of Ethics that applies to all directors, officers and employees of the Company, including the Chief Executive Officer, Chief Financial Officer and Controller. The Company's Code of Ethics has been filed as Exhibit 14 hereto.

Item 11. Executive Compensation

The information set forth under the captions "Executive Compensation" and "Corporate Governance" in the Proxy Statement is incorporated herein by reference.

Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters

The information set forth under the caption "Security Ownership of Certain Beneficial Owners and Management" in the Proxy Statement is incorporated herein by reference.

Item 13. Certain Relationships and Related Transactions, and Director Independence

The information set forth under the caption "Corporate Governance" in the Proxy Statement is incorporated herein by reference.

Item 14. Principal Accounting Fees and Services

The information set forth under the caption "Other Matters Regarding Independent Registered Public Accounting Firm" in the Proxy Statement is incorporated herein by reference.

PART IV

Item 15. Exhibits, Financial Statement Schedules

The following documents are filed as part of this Report:

- (1) Consolidated Financial Statements:
 - Report of Independent Registered Public Accounting Firm
 - Consolidated Balance Sheets at September 30, 2014 and 2013
 - Consolidated Statements of Comprehensive Income for the years ended September 30, 2014, 2013 and 2012
 - Consolidated Statements of Shareholders' Equity for the years ended September 30, 2014, 2013 and 2012
 - Consolidated Statements of Cash Flows for the years ended September 30, 2014, 2013 and 2012
 - Notes to Consolidated Financial Statements
- (2) Exhibits
 - 2.1 Asset Purchase Agreement, dated September 13, 2013, by and between Daily Journal Corporation; Technology Acquisition Corporation; ISD Corporation; ISD Investments, LLC; Hans Imhof; Ronald C. Beach; and Mark Nielsen. (±)
 - 2.2 Acquisition Agreement with respect to New Dawn Technologies, Inc., dated December 4, 2012, by and among Daily Journal Corporation, Thomas Higgins and Frank Felice. (#)
 - 3.1 Articles of Incorporation of Daily Journal Corporation, as amended.
 - 3.2 Amended and Restated Bylaws of Daily Journal Corporation.
 - 10.1 Form of Non-Negotiable Certificate Representing an Employee Participant Interest in the Daily Journal Corporation ("DJC") Plan for Supplemental Compensation to an Employee as long as that Employee Remains Employed by DJC or one of its Subsidiaries, Based on Pre-tax Earnings of DJC and its Subsidiaries on a Consolidated Basis. (§)
 - 14 Daily Journal Corporation Code of Ethics.
 - 21 Daily Journal Corporation's List of Subsidiaries.
 - 31 Certification by Chief Executive Officer and Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
 - 32 Certification by Chief Executive Officer and Chief Financial Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
- (±) Filed as an Exhibit bearing the same number to the current report on Form 8-K, filed with the Securities and Exchange Commission on September 13, 2013.
- (#) Filed as an Exhibit to the Company's 2012 Annual Report on Form 10-K, filed with the Securities and Exchange Commission on December 14, 2012.
- (§) Management Compensatory Plan.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

DAILY JOURNAL CORPORATION

By /s/ Gerald L. Salzman

Gerald L. Salzman

President

Date: January 28, 2015

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Charles T. Munger</u> Charles T. Munger	Chairman of the Board	January 28, 2015
<u>/s/ Gerald L. Salzman</u> Gerald L. Salzman	President, Chief Executive Officer, Chief Financial Officer, Treasurer and Director (Principal Executive Officer, Principal Financial Officer and Principal Accounting Officer)	January 28, 2015
<u>/s/ J. P. Guerin</u> J. P. Guerin	Director	January 28, 2015
<u>Peter Kaufman</u>	Director	
<u>Gary Wilcox</u>	Director	

EXHIBIT INDEX

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- 2.2 Acquisition Agreement with respect to New Dawn Technologies, Inc., dated December 4, 2012, by and among Daily Journal Corporation, Thomas Higgins and Frank Felice. (#)
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- 14 Daily Journal Corporation Code of Ethics.
- 21 Daily Journal Corporation's List of Subsidiaries.
- 31 Certification by Chief Executive Officer and Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
- 32 Certification by Chief Executive Officer and Chief Financial Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
- 101.INS* XBRL Instance
- 101.SCH* XBRL Taxonomy Extension Schema
- 101.CAL* XBRL Taxonomy Extension Calculation
- 101.DEF* XBRL Taxonomy Extension Definition
- 101.LAB* XBRL Taxonomy Extension Labels
- 101.PRE* XBRL Taxonomy Extension Presentation

(±) Filed as an Exhibit bearing the same number to the current report on Form 8-K, filed with the Securities and Exchange Commission on September 13, 2013.

(#) Filed as an Exhibit to the Company's 2012 Annual Report on Form 10-K, filed with the Securities and Exchange Commission on December 14, 2012.

(‡) Management Compensatory Plan.

* XBRL information is furnished and not filed as a part of a registration statement or prospectus for purposes of sections 11 or 12 of the Securities Act of 1933, as amended, is deemed not filed for purposes of section 18 of the Securities Exchange Act of 1934, as amended, and otherwise is not subject to liability under these sections.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/22/2016

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 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 **Bolton & Company**
3475 E. Foothill Blvd., Suite 100
Pasadena, CA 91107

CONTACT

NAME:

PHONE (A/C, No, Ext): (626) 799-7000

FAX (A/C, No): (626) 583-2117

E-MAIL

ADDRESS:

www.boltonco.com

0008309

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Hartford Fire Insurance Company

INSURER B: Trumbull Insurance Company

INSURER C: Twin City Fire Insurance Company

INSURER D:

INSURER E:

INSURER F:

INSURED
Journal Technologies, Inc.
Daily Journal Corporation
915 E. First Street
Los Angeles CA 90012

COVERAGES

CERTIFICATE NUMBER: 28240461

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Deductible \$0 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			1/1/2016	1/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> Ded \$1000 <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			1/1/2016	1/1/2017	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 type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			1/1/2016	1/1/2017	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	1/1/2016	1/1/2017	<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
A	Software Errors & Omissions & Cyber Liability CLAIMS MADE FORM			1/1/2016	1/1/2017	Limit \$5,000,000 per Glitch / Aggregate Retention \$250,000

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

CERTIFICATE HOLDER

Nassau County Office of Purchasing
Attn: Contact Vita Virgilio
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

Debra Rosas

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ACORD 25 (2014/01)

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Nassau County
Office of Purchasing

A-8-16
R50

Staff Summary

Subject: Software Subscription (RQIT16000006)
Department Office of Purchasing
Department Head Name Eric Naughton
Department Head Signature

Date January 22, 2016
Vendor Name ICONSTITUENT
Contract Number A-08-2016
Contract Manager Name Vita Virgilio, Buyer 1

Proposed Legislative Action					
	To	Date	Approval	Info	Other
	Assgn Comm				
	Rules Comm				
	Full Leg				

Internal Approvals			
Date & Init.	Approval	Date & Init.	Approval
	Dept. Head	2/8/16	Counsel to C.E.
	Budget	2/11/16	County Atty.
2/23/16	Deputy C.E.		County Exec.

Narrative

Purpose: To authorize and award a purchase order to ICONSTITUENT for Gateway Computer Software for the Department of Information Technology.

Discussion: This purchase order will extend computer software subscriptions for one year of service, which includes supporting two to three million e-mails, maintaining the private server dedicated to Nassau County, Private Block IPs, enhanced reputation monitoring, management and support of the account, e-mail record updates to account and license renewal for the period July 2015 through June 2016. ICONSTITUENT is the copyright owner of the software, and therefore this purchase is a sole source procurement (see attached memo).

Past Procurement History: ICONSTITUENT is a responsible vendor who has done business with Nassau County since 2013.

Impact on Funding: A purchase order in the amount of One Hundred Fifty Thousand Dollars (\$150,000) from General Funds.

Recommendation: Office of Purchasing recommends awarding a purchase order to ICONSTITUENT as the sole source for the software.

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2016 FEB 25 A 11:01

COUNTY OF NASSAU
INTER – DEPARTMENTAL MEMO

TO: CLERK OF THE COUNTY LEGISLATURE

A-08-2016

FROM: MICHAEL SCHLENOFF DIRECTOR OF PURCHASING

DATE: JANUARY 22, 2016

SUBJECT: RESOLUTION–NASSAU COUNTY DEPARTMENT OF INFORMATION TECHNOLOGY

THIS RESOLUTION IS RECOMMENDED BY THE DIRECTOR, OFFICE OF PURCHASING TO AUTHORIZE AN AWARD AND TO EXECUTE A PURCHASE ORDER IN THE AMOUNT OF ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00) ON BEHALF OF NASSAU COUNTY DEPARTMENT OF INFORMATION TECHNOLOGY TO ICONSTITUENT TO PROVIDE COMPUTER SOFTWARE SUBSCRIPTIONS FOR ONE YEAR OF SERVICE FOR NASSAU COUNTY DEPARTMENT OF INFORMATION TECHNOLOGY.

THE ABOVE DESCRIBED DOCUMENT ATTACHED HERETO IS FORWARDED FOR YOUR REVIEW AND APPROVAL AND SUBSEQUENT TRANSMITTAL TO THE RULES COMMITTEE FOR INCLUSION IN ITS AGENDA.



MICHAEL SCHLENOFF
DIRECTOR OF PURCHASING
OFFICE OF PURCHASING

MS: br

- ENCL:
- (1) STAFF SUMMARY
 - (2) DISCLOSURE STATEMENT
 - (3) RESOLUTION
 - (4) SOLE SOURCE DOCUMENTS
 - (5) QUOTATION
 - (6) CERTIFICATE OF LIABILITY INSURANCE



A-8-14

RULES RESOLUTION 50 2016

A RESOLUTION AUTHORIZING THE DIRECTOR OF NASSAU COUNTY OFFICE OF PURCHASING TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF NASSAU COUNTY DEPARTMENT OF INFORMATION TECHNOLOGY AND ICONSTITUENT.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 3-7-16
VOTING:
ayes 4 nays 0 abstained 3 recused 0
Legislators present: 7

WHEREAS, the Director is representing to the Rules Committee that the firm, ICONSTITUENT is a sole source provider and meets all specifications for the product described in the said contract as determined by the Director of the Office of Purchasing.

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the Director, Office of Purchasing to award and execute the said Purchase Order with ICONSTITUENT.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/16/2015

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.

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PRODUCER Eisert Insurance Service 22648 Glenn Drive Suite 203 Sterling, VA 20164	CONTACT NAME: Beth Wunderly PHONE (A/C, No, Ext): 703-318-8191 E-MAIL ADDRESS: both@eisertinsurance.com FAX (A/C, No): 703-956-9270														
INSURED IConstituent, LLC 600 Penn Avenue Suite 400 Washington, DC 20003	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Erie Insurance Exchange</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: Erie Insurance Exchange		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Erie Insurance Exchange															
INSURER B:															
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 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 <input checked="" type="checkbox"/> Business Interruption (12 months) GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: <input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				03/04/2015	03/04/2016	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 - COMPIOP AGG \$ 2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
X	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below				01/16/2015	01/16/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 2,000,000 PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER**CANCELLATION**

Nassau County
Deputy Commissioner of IT
240 Old Country Road
Mineola, NY 11501

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

Beth Wunderly

REQUISITION

RQIT16000006 22/JAN/2016

VENDOR:
 ICONSTITUENT
 600 PENN AVE SE SUITE 310
 WASHINGTON DC 20003
 TEL: (202) 355-9355
 FAX: (202) 355-9356

REQUISITIONER:
 IT DEPARTMENT OF INFORMATION TECH
 240 OLD COUNTRY ROAD
 6TH FLOOR
 MINEOLA NY 11501
 S.BARNETT/ED EISENSTEIN(1-4265)
 TEL: (516) 571-2233
 FAX: (516) 571-3918

ITEM	DESCRIPTION	QTY	U/M	UNIT COST	TOTAL	
001	208-44	1.00	EA	24,000.0000	24,000.00	
	INTERNET/E-MAIL SOFTWARE, MICROCOMPUTER					
	INTERNET/E-MAIL SOFTWARE, MICROCOMPUTER					
	1 YEAR SERVICE FOR 2,000,001-3,000,000E-MAILS UNDER MANAGEMENT					
	--PRIVATE MAIL SERVER DEDICATED TO NASSAU COUNTY					
	--PRIVATE BLOCK IP'S FOR EXCLUSIVE USE					
	--ENHANCED REPUTATION MONITORING					
	--MANAGEMENT AND SUPPORT ACCOUNT					
	--E-MAIL RECORD UPDATES TO ACCOUNT					
	LICENSE RENEWAL 7/1/15-6/30/16					
002	920-46	1.00	EA	126,000.0000	126,000.00	
	SOFTWARE UPDATING/SUBSCRIPTION SERVICES					
	E-MAIL TO CONSTITUENTS - "GATEWAY" SOFTWARE SUBSCRIPTION					
	7/1/15-6/30/16					
					
	BILL TO: I.T. ACCOUNTS PAYABLE					
	240 OLD COUNTRY ROAD 6TH FL					
	MINEOLA, NY, 11501					
					
					

REQUISITION

RQIT16000006 22/JAN/2016

VENDOR:

ICONSTITUENT

600 PENN AVE SE SUITE 310

WASHINGTON

DC 20003

TEL: (202) 355-9355

FAX: (202) 355-9356

REQUISITIONER:

IT DEPARTMENT OF INFORMATION TECH

240 OLD COUNTRY ROAD

6TH FLOOR

MINEOLA

NY 11501

S.BARNETT/ED EISENSTEIN(1-4265)

TEL: (516) 571-2233

FAX: (516) 571-3918

ESTIMATED TOTAL: 150,000.00



iCONSTITUENT

600 Pennsylvania Ave. SE, Suite 310
Washington, DC 20003

RQ1T16000006

Invoice

Date	Invoice #
6/1/15	NC2015-16

Nassau County
Department of Internet Technology
240 Old County Road, 6th floor
Mineola, NY 11501

Due Date

7/1/15

Item		Amount
Internet/E-mail Software, MicroComputer 1 year service for 2,00,001 - 3,00,000 Emails under management •Private Mail Server dedicated to Nassau County •Private Block IP's for exclusive use •Enhanced Reputation Monitoring •Management and Support of account •E-mail record updates to account		24,000.00
E-mail to Constituents - "Gateway" Software Subscription	7/2015-6/2016	126,000.00
Amount Due		\$150,000.00
Payments/Credits		\$0.00
Balance Due		\$150,000.00

Phone #	Fax:
(202) 355-9355 ext ...	(310) 696-2255

KWIT 1150000000



iCONSTITUENT®

600 Pennsylvania Ave., SE, Suite 310
Washington, DC 20003
Phone: 202.697.9355
Fax: 202.355.9356
E-mail: Sales@iConstituent.com

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



OFFICE OF THE COUNTY EXECUTIVE
THEODORE ROOSEVELT EXECUTIVE AND LEGISLATIVE BUILDING
1550 FRANKLIN AVENUE
MINEOLA, NEW YORK 11501-4895
516-571-3131

Memo

To: Buyer I Vita Virgilio, Purchasing and Contracts
From: Director Peter F. DiSilvio, Special Projects
Cc: Deputy Commissioner Nancy Stanton, Information Technology
Deputy County Attorney Daniel Gregware, Office Of The County Attorney
Date: Monday, November 30th 2015
Re: iConstituent

The Gateway E-Newsletter Plus system, a program of which iConstituent is the developer and sole provider, is the only mass email application that meets Nassau County's needs for regular and instant online communication with its residents. Further, the cost of the system is reasonable in light of the benefits it provides.

Nearly 87% of American adults now use the Internet, according to a new report from the Pew Research Center, up from 14% in 1995 when the center first started conducting public opinion polling on the adoption of new communication technologies. Constituents expect government to take advantage of this growing medium to communicate important issues and initiatives. A proper mass emailing system should be rich text capable, come equipped with reporting functions, a capacity for vanity return email addresses, have a data import availability, and guarantee CAN-SPAM Act compliance.

iConstituent allows for mass email communication to hundreds of thousands of Nassau County residents. The system allows for both rich text and plain text emails which gives the County more options in terms of presenting information to the public which is in sharp contrast to the Swiftreach Email system which the County previously used which had no rich text capabilities. The system also allows for reports including, but not limited to, the number of emails delivered and what content was viewed therein so that the County can ensure that residents are receiving and reading emails. Nassau County was able to upload pre-existing email lists into the system and have the list made CAN-SPAM compliant thereby avoiding any financial penalties under the law. Mail Chimp and Constant Contact, two premier email services researched as alternatives to iConstituent, did not offer list uploading or data cleaning. iConstituent stands apart from any would-be competitor by offering email list targeting to ensure emails are content appropriate, user profiles so constituents can decide what information they wish to receive, regional mailing

to geo-target emails, design templates for a greater variety of methods to provide information and rotating IP addresses to avoid emails being blocked by SPAM filters.

Further, to avoid those SPAM filters iConstituent provided Nassau County with its own exclusive email server installed at its Albany Data center. These servers, known as Message Transfer Agents or MTAs, handle all of Nassau County's constituent email notifications. No other company was able or willing to provide MTAs to the County or to maintain and service them as iConstituent does.

Using the iConstituent system, Nassau County has been able to distribute important information to the public. The above features ensure that information is received during various weather events, road closures and emergency preparedness information is shared immediately. Also, during times of heightened security concerns, constituents are informed of various public safety initiatives.

iConstituent's Gateway E-Newsletter Plus system is the only program that meets Nassau County's standards for a mass email system and comes at reasonable cost. Further, iConstituent is the only vendor willing to provide dedicated MTAs to Nassau County for constituent email communications. iConstituent is the only program that meets the needs and expectations of Nassau County residents.

DISCLOSURE STATEMENT

THE NASSAU COUNTY LEGISLATURE REQUIRES THE FOLLOWING INFORMATION PRIOR TO CONSIDERATION FOR AN AWARD.

Bidders Name: iConstituent, LLC
Address: 600 Pennsylvania, SE Suite 310 Washington, DC 20003
Telephone No: (202)355-9355 Fax No: (202) 355-9356
1. State Whether: A Corporation LLC: iConstituent is a Limited Liability Corporation
Individual _____
Partnership:

GUIDELINES FOR DISCLOSURE

THE NASSAU COUNTY LEGISLATURE REQUIRES THE NAMES AND HOME* ADDRESSES OF ALL PRINCIPALS. DISCLOSURE MUST BE PROVIDED AS INDICATED BY TYPE OF OWNERSHIP. (PLEASE LIST ALL REQUIRED INFORMATION ON A SEPARATE SHEET AND ATTACH TO BID.)

- 1) Sole Proprietorship/Individual. The Name and Home Address of the Sole Proprietorship/Individual.
- 2) Closely Held Corporation. The Name and Home Addresses of all Shareholders, Officers and Directors.
- 3) Publicly Traded Corporation. Only the page(s) of the SEC FORM 10-K setting forth the name of all officers and directors.
- 4) Not for Profit Corporation. The Names and Home Addresses of all members, Officer and Directors.
- 5) Partnership. The Names and Home Address of all General and Limited Partners.
- 6) **Limited Liability Company. The Names and Home Addresses of all Members. (SEE ATTACHED)**
- 7) Limited Liability Partnership. The Name and Home Addresses of all Members.
- 8) Joint Venture. The Names and Home Addresses of all Joint Ventures.

NOTE: IF ANY ENTITY IS TIERED, YOU MUST ALSO LIST ALL INDIVIDUAL PRINCIPALS OF THE TIERED ENTITY.
*IN THE CASE OF PUBLICLY TRADED CORPORATIONS THE SEC FORM 10K SUFFICES AND HOME ADDRESSES ARE NOT NECESSARY.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE

Zair Khan

BIDDER

CEO

TITLE

QUALIFICATION STATEMENT

BIDDER'S NAME: iConstituent, LLC

ADDRESS: 600 Pennsylvania, SE Suite 310, Washington, DC 20003

1. STATE WHETHER: CORPORATION LLC INDIVIDUAL _____ PARTNERSHIP

2. IF A CORPORATION OR PARTNERSHIP LIST NAME(S) AND ADDRESS(S) OF OFFICER(S) OR MEMBER(S)

Stuart Shapiro, President,

Zain Khan, CEO,

Jeffrey Green, CTO,

Gregory Hildebrand, CIO,

Laurie Dolphin, Member,

3. HAVE YOU FILED A QUALIFICATION STATEMENT WITH THE COUNTY OF NASSAU? YES
IF SO WHEN?

This contract is a third year renewal that commenced on July 1, 2015. A statement of sole source was submitted and accepted on July 9, 2014 for the prior year's contract.

4. HOW MANY YEARS HAS YOUR ORGANIZATION BEEN IN BUSINESS UNDER YOUR PRESENT NAME? Since 2002

5. HAVE YOU, OR YOUR FIRM, EVER FAILED TO COMPLETE ANY WORK AWARDED TO YOU?

No; iConstituent has not failed in the completion of work awarded.

IF SO, WHERE AND WHY? N/A

6. IN WHAT OTHER LINES OF BUSINESS ARE YOU OR YOUR FIRM INTERESTED? None; iConstituent is focused on its software business for government.

7. WHAT IS THE EXPERIENCE OF THE PRINCIPAL INDIVIDUALS OF YOUR ORGANIZATION RELATING TO THE SUBJECT OF THIS BID?

INDIVIDUALS NAME	PRESENT POSITION	YEARS OF EXPERIENCE	MAGNITUDE AND TYPE OF WORK	IN WHAT CAPACITY
Stuart Shapiro	President	12	Government Communication Software	Management
Zain Khan	CEO	12	Government Communication Software	Management

8. IN WHAT MANNER HAVE YOU INSPECTED THIS PROPOSED WORK? EXPLAIN IN DETAIL: iConstituent provides communications software to customers in the federal, state and local markets, include the Members of Congress. We are CMMI Level II and our work/software is subject to multiple levels of quality control and review. We adhere to strict SLA requirements that insure that all our customers enjoy minimal downtime and maximum value.

9. THE CONTRACT, IF AWARDED TO YOU OR YOUR FIRM, WILL HAVE THE PERSONAL SUPERVISION OF WHOM? GIVE NAME AND PRESENT POSITION

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BIDDER SIGN HERE

Zain Khan

BIDDER

CEO

TITLE

Stuart Shapiro, President

10. BIDDERS ARE REQUIRED TO COMPLETE THIS FORM PROVIDING THREE (3) REFERENCES OF PAST PERFORMANCE. REFERENCES SHOULD INVOLVE PROJECTS AND/OR SERVICE SITUATIONS OF SIMILAR SIZE AND SCOPE TO THIS BID. REFERENCES MUST HAVE HAD DEALING WITH THE BIDDER WITHIN THE LAST THIRTY-SIX (36) MONTHS. THE COUNTY RESERVES THE RIGHT TO CONTACT ANY OR ALL OF THE REFERENCES SUPPLIED FOR AN EVALUATION OF PAST PERFORMANCE IN ORDER TO ESTABLISH THE RESPONSIBILITY OF THE BIDDER BEFORE THE ACTUAL AWARD OF THE BID AND/OR CONTRACT. COMPLETION OF THE REFERENCE FORM IS REQUIRED.

NASSAU COUNTY (AND ANY OF ITS AGENCIES) MAY BE LISTED AS AN ADDITIONAL REFERENCE, BUT MAY NOT BE SUBSTITUTED FOR ANY OF THE THREE REQUIRED REFERENCES.

1. REFERENCE'S NAME: Oregon Governor's Office
ADDRESS: 900 Court Street, NE Salem, Oregon 97310
TELEPHONE: 503-378-6727
CONTACT PERSON: Katherine Bartlett, Constituent Serviced Director
CONTRACT DATE: July 1, 2007
2. REFERENCE'S NAME: Illinois Senate Republican Caucus
ADDRESS: 309 State Capitol Building, Springfield, IL, 62706
TELEPHONE: 217-782-7736
CONTACT PERSON: Lavvone Mau
CONTRACT DATE: July 1, 2010
3. REFERENCE'S NAME: Elect, Inc.
ADDRESS: P.O. Box 2, Elmhurst, IL 60126
TELEPHONE: 773-281-3900
CONTACT PERSON: Andrew Todd
CONTRACT DATE: May 1, 2008

USE SEPARATE PAGE IF ADDITIONAL SPACE IS NEEDED.

I certify that all the statements contained in this document are true, complete and correct to the best of my knowledge and belief and are made in good faith, including data contained in the Organization's Relevant Experience. A false certification or failure to disclose information shall be grounds for disqualification or termination of any award.

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BIDDER SIGN HERE

Zai Khan


BIDDER

CEO

TITLE

FORMAL SEALED BID

PROPOSAL

	STATE OF NEW YORK		BID NUMBER Bid Number
	COUNTY OF NASSAU		Dated: Ad. Date Here
	BIDS WILL BE RECEIVED AND OPENED AT OFFICE OF PURCHASING, 1 WEST STREET, NORTH ENTRANCE, MINEOLA, NEW YORK 11501 OFFICE HOURS 9 AM – NOON & 1 PM – 4:45 PM		BID OPENING DATE Opening Date 11:00 A.M. E.S.T.
BUYER Buyers Name		TELEPHONE Telephone Num	REQUISITION NUMBER Requisition Number

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

BID TITLE Bid Title Here

- ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED

THE UNDERSIGNED BIDDER AFFIRMS AND DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE ADVERTISED INVITATION FOR BIDS, THE BID TERMS AND CONDITIONS, AND DETAILED SPECIFICATIONS, AND CERTIFIES THAT THIS BID IS SIGNED WITH FULL KNOWLEDGE AND ACCEPTANCE OF ALL THE PROVISIONS THEREOF AND OFFERS AND AGREES, IF THIS BID IS ACCEPTED WITHIN NINETY (90) DAYS FROM THE BID OPENING DATE TO FURNISH ANY OR ALL THE ITEMS UPON WHICH PRICES ARE HEREINAFTER QUOTED IN THE QUANTITY AND AT THE PRICES BID.


CASH DISCOUNT OF N/A PERCENT WILL BE ALLOWED FOR PROMPT PAYMENT WITHIN 20 BUSINESS DAYS.

THE BIDDER CERTIFIES THAT: (A) THE BID HAS BEEN ARRIVED AT BY THE BIDDER INDEPENDENTLY AND HAS BEEN SUBMITTED WITHOUT COLLUSION WITH ANY OTHER VENDOR OF MATERIALS, SUPPLIES OR EQUIPMENT OF THE TYPE DESCRIBED IN INVITATION FOR BIDS, AND (B) THE CONTENTS OF THE BID HAVE NOT BEEN COMMUNICATED BY THE BIDDER, NOR, TO ITS BEST KNOWLEDGE AND BELIEF, BY ANY OF ITS EMPLOYEES OR AGENTS, TO ANY PERSON NOT AN EMPLOYEE OR AGENT OF BIDDER OR ITS SURETY ON ANY BOND FURNISHED HERewith PRIOR TO OFFICIAL OPENING OF THE BID.

DELIVERY MADE TO: Address info goes here	GUARANTEED DELIVERY DATE DAYS AFTER RECEIPT OF ORDER
	EMPLOYERS FEDERAL TAX ID NUMBER 46-0503043

TOLL FREE TELEPHONE NUMBER:

BIDS MUST BE SIGNED BY PROPRIETOR, PARTNER OR OFFICER AUTHORIZED TO SIGN FOR CORPORATION

NAME OF BIDDER iConstituent, LLC			
ADDRESS 600 Pennsylvania, SE Suite 310			
CITY Washington	STATE DC	ZIP CODE 20003	TELEPHONE (202)355-9355
SIGNATURE OF AUTHORIZED INDIVIDUAL 		PRINT OR TYPE NAME OF SIGNER AND TITLE ZAIN KHAN, CEO	

IN EXECUTING THIS BID, THE BIDDER WARRANTS THAT THE PRICES SUBMITTED HEREIN ARE NOT HIGHER THAN THOSE OFFERED TO ANY GOVERNMENTAL OR COMMERCIAL CONSUMER FOR LIKE DELIVERIES. THE PRICES HEREIN SHOULD NOT INCLUDE ANY FEDERAL EXCISE TAXES OR SALES TAXES IMPOSE BY ANY STATE OR MUNICIPAL GOVERNMENT. SUCH TAXES, IF INCLUDED, MUST BE DEDUCTED BY THE BIDDER WHEN SUBMITTING BID. BIDDERS ARE REQUESTED TO ALSO READ THE TERMS AND CONDITIONS.

BID TERMS AND CONDITIONS

1. Bids on equipment must be on standard new equipment, latest model, except as otherwise specifically stated in proposal or detailed specification. Where any part of nominal appurtenances of equipment is not described, it shall be understood that all equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.
2. Bids on materials and supplies must be for new items except as otherwise specifically stated in bid or detailed specifications.
3. Bidder declares that the bid is made without any connection with any other Bidder, submitting a bid for the same items, and is in all respects fair and without collusion or fraud.
4. PRICES The provisions of the New York State Fair Trade Law (Fedor-Crawford Act) and the federal price discrimination law (Robinson-Patman Act) do not apply to purchases made by the County.
5. SURETY In the event that an award is made hereunder, The Director of Purchase reserves the right to request successful bidders to post, within one week, security for faithful performance, with the understanding that the whole or any part thereof may be used by the County of Nassau to supply any deficiency that may arise from any default on the part of the Bidder. Such security must meet all the requirements of the County Attorney and be approved by the County Attorney.

6. **SAMPLES** Samples, when required, must be submitted strictly in accordance with instructions; otherwise bid may not be considered. If samples are requested subsequent to bid opening they shall be delivered within five (5) days of the request for bid to have consideration. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating if the Bidder desires their return; also specifying the address to which they are to be returned, provided they have not been used or made useless by tests. Award samples may be held for comparison with deliveries. Samples will be returned at the Bidders risk and expense.
7. Award The Director, Office of Purchasing reserves the right before making award to make investigations as to whether or not the items, qualifications or facilities offered by the Bidder meet the requirements set forth herein and are sample and sufficient to insure the proper performance in the event of award. The Bidder must be prepared, if requested by the Director, to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery and capacity of the manufacturer for the production and distribution of the material on which he is bidding. Upon request of the Director, successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bids are not complied with or that articles or equipment proposed to be furnished do not meet the requirements called for, or that the qualification, financial standing or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the Director to make any examinations before award; and it is further understood that, if such examination is made, it in no way relieves the Bidder from fulfilling all requirements and conditions of the bid.
8. Awards will be made to the lowest responsible Bidder. Cash discounts will not be a factor in determining awards, except in tie bids. Consideration will be given to the reliability of the Bidder, the quantities of the materials, equipment or supplies to be furnished, their conformity with the specifications, the purpose for which required and the terms of delivery.
9. The Director reserves the right to reject and all bids in whole or in part and to waive technical defects, irregularities and omissions if in his judgment the best interests of the County will be served.
10. Unless otherwise indicated herein, the Director reserves the right to make award by items, by classes, by group of items, or as a whole.
11. **DELIVERIES** Upon failure of the Vendor to deliver within the time specified, or within reasonable time as interpreted by the Director, or failure to make replacement of rejected articles, when so requested immediately or as directed by the Director, the Director may purchase from other sources to take the place of the item rejected or not delivered. The Director reserves the right to authorize immediate purchase from other sources against rejections on any order when necessary. On all such purchases the Vendor agrees to promptly reimburse the County for excess cost occasioned by such purchases. Should the cost be less, the Vendor shall have no claim to the difference. Such purchases will be deducted from order quantity.
12. An order may be canceled at the Vendors expense upon nonperformance. Failure of the Vendor to furnish additional surety within ten (10) days from date of requested shall be sufficient cause for the cancellation of the order.
13. When in the determination of the Director, the articles or equipment delivered fail to meet County specifications or, if in the determination of the Director, the Vendor consistently fails to deliver as ordered, the Director reserves the right, to cancel the order and purchase the balance from other sources at Vendor expense.
14. Delivery must be made as ordered and in accordance with the bid. If delivery instructions do not appear on order. It will be interpreted to mean prompt delivery. The decision of the Director as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the Vendor.
15. The County Agencies will not schedule any deliveries for Saturdays, Sundays or Legal Holiday, except commodities required for daily consumption or where the delivery is an emergency, a replacement, or is overdue, in which event the convenience of the Agency will govern.
16. Supplies shall be securely and properly packed for shipment, according to accepted commercial practice, without extra charge for packing cases, reels, bailing or sacks, the containers to remain the property of the agency unless definitely stated otherwise in the bid.
17. The Vendor shall be responsible for delivery of supplies in good condition at point of destination. The Vendor shall file all claims with carrier for breakage, imperfections and other losses, which will be deducted from invoices. The receiving Agency will note for the benefit of Vendor when packages are not received in good conditions.
18. All supplies which are customarily labeled or identified must have securely affixed thereto the original un-mutilated label or marking of the manufacturer.
19. Billings for deliveries must be rendered on County claim forms.
20. Furniture, machines, and other equipment must be delivered, installed and set in place as directed, ready for use unless otherwise specified.
21. Deliveries are subject to reweighing at destination by the County and payment will be made on the basis of materials delivered. Normal shrinkage will be allowed in such instances where shrinkage is possible. Short weight shall be sufficient cause for cancellation of order at Vendors expense.
22. **GUARANTEES BY BIDDER** Bidder hereby guarantees: (a) To save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance hereof of which the Bidder is not the Patentee, assignee or licensee, and to defend any action brought against the County in the name of the County and under the direction of the County Attorney at the sole cost of the Bidder or in the sole option of the Director to pay the cost of such defense to the County. (b) His products against defective material or workmanship and to repair any damages or marring occasioned in transit.
 - (c) To furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workmen are responsible, to the building or equipment, to this own work or the work of other Vendors, or in the opinion of the Director to pay for the same by deductions in payments due under this contract.
 - (d) To pay for all permits, licenses and fees and give all notices and comply with all laws ordinances, rules and regulations of the city, village or town in which the installation is to be made, and of the County of Nassau and the State of New York.
 - (e) To carry proper insurance in the opinion of the Director, and approved by the County Attorney to protect the County from loss in case of accident, fire and theft.
 - (f) That he will keep himself fully informed, of all municipal ordinances and regulations, state and national laws in any manner affecting the work or goods herein specified, and any extra work contracted for by him, and shall at all times observe and comply with said ordinances, laws and regulations, including all provisions of the Workmen Compensation and Labor Laws, and shall indemnify and save harmless the County of Nassau and the Nassau County Legislature from loss and liability upon any and all Claims on account of any physical injury to persons, including death, or damage to property and from all cost and expenses in suits which may be brought against the same on account of such injuries irrespective of the actual cost of the same and irrespective of whether the same shall have been due to the negligence of the Bidder or his agents.
 - (g) That the items furnished shall conform to all the provisions of the bid and this warranty shall survive acceptance, or use of any material so furnished.
 - (h) That all deliveries will not be inferior to the accepted bid sample.
23. **LABOR LAWS AND ANTIDISCRIMINATION.** Upon the vendor acceptance hereof, the vendor agrees to comply with Article IX, Section 2 C of the Constitution of the State of New York, Section 220 220a, 220b, 220d, 220e and 230 of the Labor Law, Section 5 and 12 of the Lien Law, Article 2 of the Uniform Commercial Code, Sections 108 and 109 as well as Article 18 of the General Municipal Law, Section 2218 of the County Government Law of Nassau County. Section 224.2 of the Nassau County Administrative Code, the provisions of the anti-Discrimination Order of Nassau County, and the vendor shall keep himself fully informed of all additional municipal ordinances and regulations, State and National Laws in any manner affecting this order and the goods or services delivered or rendered or to be delivered or rendered there under, and shall at all times observe and comply with said ordinances, laws and regulations at his sole cost and expense.
24. **ASSIGNMENT.** The contractor is hereby prohibited from assigned, transferring, conveying, subletting or otherwise disposing of this contract or his right, title, or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract.
25. The County of Nassau will not be responsible nor liable for any shipment or delivery of any materials, supplies, or equipment without it's express written instructions or valid Purchase Order.
26. No agreements, changes, modifications or alterations shall be deemed effective nor shall the same be binding upon the County unless in writing and signed by the Director, Office of Purchasing or his duly designated representative.

Director, Office of Purchasing

**OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK**

FORMAL SEALED BID PROPOSAL

Stuart Shapiro, President

10. BIDDERS ARE REQUIRED TO COMPLETE THIS FORM PROVIDING THREE (3) REFERENCES OF PAST PERFORMANCE. REFERENCES SHOULD INVOLVE PROJECTS AND/OR SERVICE SITUATIONS OF SIMILAR SIZE AND SCOPE TO THIS BID. REFERENCES MUST HAVE HAD DEALING WITH THE BIDDER WITHIN THE LAST THIRTY-SIX (36) MONTHS. THE COUNTY RESERVES THE RIGHT TO CONTACT ANY OR ALL OF THE REFERENCES SUPPLIED FOR AN EVALUATION OF PAST PERFORMANCE IN ORDER TO ESTABLISH THE RESPONSIBILITY OF THE BIDDER BEFORE THE ACTUAL AWARD OF THE BID AND/OR CONTRACT. COMPLETION OF THE REFERENCE FORM IS REQUIRED.

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1. REFERENCE'S NAME: Oregon Governor's Office
ADDRESS: 900 Court Street, NE Salem, Oregon 97310
TELEPHONE: 503-378-6727
CONTACT PERSON: Katherine Bartlett, Constituent Serviced Director
CONTRACT DATE: July 1, 2007
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ADDRESS: 309 State Capitol Building, Springfield, IL, 62706
TELEPHONE: 217-782-7736
CONTACT PERSON: Lavvone Mau
CONTRACT DATE: July 1, 2010
3. REFERENCE'S NAME: Elect, Inc.
ADDRESS: P.O. Box 2, Elmhurst, IL 60126
TELEPHONE: 773-281-3900
CONTACT PERSON: Andrew Todd
CONTRACT DATE: May 1, 2008

USE SEPARATE PAGE IF ADDITIONAL SPACE IS NEEDED.

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Zai Khan

BIDDER

CEO

TITLE

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 by such title and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

- (a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.
- (b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- (c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- (d) The Contractor shall make Best Efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, including the granting of Subcontracts.
- (e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.
- (f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.
- (g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.
- (h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.
- (i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.
- (j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

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CEO

TITLE

**OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK**

FORMAL SEALED BID PROPOSAL

(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 therefore 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 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,

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**OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK**

FORMAL SEALED BID PROPOSAL

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 Best Efforts with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

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Zain Khan

BIDDER

CEO

TITLE

**OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK**

FORMAL SEALED BID PROPOSAL

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.

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TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL

INDEMNIFICATION:

Contractor agrees to indemnify and hold harmless County and its agents, officers and employees, from and against any and all losses, costs, expenses (including attorneys' fees and disbursements), damages and liabilities, arising out of or in connection with any acts or omissions of Contractor, its officers, agents or employees, provided, however, that Contractor shall not be responsible for that portion, if any, of a loss that is caused by the negligence of the County; and provided, further, that Contractor shall not be liable for consequential, indirect or special damages. Contractor shall, at County's demand and at County's direction, defend at its own risk and expense any and all suits, actions or legal proceedings which may be brought against County, its agents, officers or employees in connection with a loss for which Contractor is responsible under this paragraph.

DEFINITIONS:

- The term "County" as used herein, shall be deemed as reference to the County of Nassau, State of New York.
- The term "Contractor" as used herein, shall be deemed as reference to the successful bidder, vendor, proprietor, partnership, or corporation receiving an award to perform any or all of the services specified herein in accordance with the terms of this agreement.
- The term "agency" as used herein, shall be deemed as the department, division, bureau, office, agency or other Nassau County establishment authorized to receive the service specified herein.
- The term "Director" as used herein, shall be deemed as reference to the Director of the Office of Purchasing.
- The term "Blanket Order" as used herein, shall be deemed as the multiple use pricing agreement as a result of this bid.
- The term "Purchase Order" as used herein, shall be deemed as the single use pricing agreement as a result of this bid.
- The term "complete" as written in this bid must include all equipment, delivery and installation of same in its entirety, as listed in the contract documents, and is to include all supervision, labor, materials, plant equipment, transportation, testing, (if required) incidentals, and other facilities as necessary and/or required to execute all the work as herein specified, or as incidentally required to provide a complete operating installation.

NOTE: INSERT FEDERAL IDENTIFICATION NUMBER IN SPACE PROVIDED ON PAGE 1.

IMPORTANT

PRICE MUST BE INSERTED WITH TYPEWRITER OR INK. BIDS MUST BE SIGNED IN INK. TO ASSURE OFFER REACHING IN TIME, **YOU ARE URGED TO MAIL YOUR FORMAL SEALED BID EARLY. THIS FORMAL SEALED BID MUST REACH OUR OFFICE BY 11:00 A.M.** LATE FORMAL SEALED BIDS WILL NOT BE ACCEPTED.

All proposals and bid documents submitted in response **must** include a completed copy of the County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form. Additionally, if the bidder – prospective vendor – utilizes the services of any individual or organization for the purposes of conducting lobbying activities, the proposal **must** also include the Lobbyist Registration and Disclosure Form, completed by that individual/organization.

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Zain Khan
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TITLE

Page 1 of 4

COUNTY OF NASSAU

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

1. Name of the Entity: iConstituent, LLC

Address: 600 Pennsylvania, SE Suite 310 Washington, DC 20003

2. Entity's Vendor Identification Number: 46-0503043

3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture

☐ Closely Held Corp ☒ Limited Liability Corp ☐ Other (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):

Stuart S. Shapiro, President, [REDACTED]

Zain Khan, Chief Executive Officer, [REDACTED]

Frank D. Girolami, Executive Vice President, [REDACTED]

Gregory W. Hildebrand, Chief Information Officer, [REDACTED]

Jeffrey L. Green, Chief Technology Officer, [REDACTED]

Laurie Dolphin, Member, [REDACTED]

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.

Same as ABOVE

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Zain Khan
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CEO

TITLE

Page 2 of 4

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.

iConstituent, LLC and its principals maintain an ownership interest in the following companies: InterAmecia, LLC and InfluentialData, LLC. The principals/shareholders of these entities are the same as iConstituent and neither of these entities are taking part in the performance of the contracts with Nassau County.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). 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, or to otherwise engage in lobbying as the term is defined herein. 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.

(a) Name, title, business address and telephone number of lobbyist(s): **NONE.**

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Zari Khan

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CEO

TITLE

Page 3 of 4

(b) Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete description of lobbying activities. N/A

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

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

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

Dated: 11/18/2015

Signed: Zai Khan
Print Name: ZAI KHAN

Title: CEO

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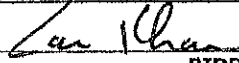
BIDDER SIGN HERE Zai Khan BIDDER CEO TITLE

Page 4 of 4:

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.

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CEO

TITLE

Page 1 of 4

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name 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; or to otherwise engage in lobbying activities as the term is defined herein. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

NONE

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

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

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Zac Khan
BIDDER

CEO

TITLE

Page 2 of 4

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. See page 4 for a complete description of lobbying activities. N/A
5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:
N/A
-

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Zai Khan

BIDDER

CEO

TITLE

Page 3 of 4

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.

Dated: 11/18/2015

Signed: Zai Khan
Print Name: ZAIN KHAN

Title: CEO

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE Zain Khan BIDDER CEO TITLE

Page 4 of 4:

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.

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BIDDER

CEO

TITLE

Business History Form

In addition to the submission of bids/proposals, as applicable, each bidder/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 bid/proposal.

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

Date: November 16, 2015

1) Bidder's/Proposer's Legal Name: iConstituent, LLC

2) Address of Place of Business: 600 Pennsylvania, SE Suite 310, Washington, DC 20003

List all other business addresses used within last five years: iConstituent has been in the same building for over 5 years.

3) Mailing Address (if different): Same as above

Phone: (202)355-9355

Does the business own or rent its facilities? RENT

4) DUNS Number: 12-650-6760

5) Federal I.D. Number: 46-0503043

6) The bidder/proposer is a (check one): _____ Sole Proprietorship _____ Partnership _____ Corporation LLC X
Other (LLC)

7) Does this business share office space, staff, or equipment expenses with any other business?
Yes _____ No X If Yes, please provide details:

8) Does this business control one or more other businesses? Yes X No If Yes, please provide details:
iConstituent, LLC maintains an ownership interest in InterAmerica, LLC and InfluentialData, LLC. As discussed in a previous answer in this disclosure, neither InterAmerica, LLC nor InfluentialData, LLC are involved with performing any tasks on this bid.

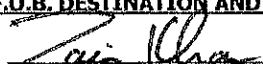
9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes _____ No X If Yes, provide details.

10) Has the bidder/proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes _____ No X 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 bidder/proposer, during the past seven years, been declared bankrupt? Yes _____ No X If Yes, state date, court jurisdiction, amount of liabilities and amount of assets

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TITLE

- 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 X If Yes, provide details for each such investigation.
- 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 X If Yes, provide details for each such investigation.
- 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? No X Yes ___ If Yes, provide details for each such charge. _____
- b) Any misdemeanor charge pending? No X Yes ___ If Yes, provide details for each such charge. _____
- 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? No X 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 X 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? No X Yes ___ If Yes, provide details for each such occurrence. _____
- 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? No X Yes ___; If Yes, provide details for each such instance. _____

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[Signature]

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CEO

TITLE

- 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? No ☒ Yes ____ 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.

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:

(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 as collection agent on behalf of Nassau County.

NONE

(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 as collection agent on behalf of Nassau County.

NONE

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

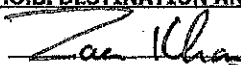
NONE

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.

iConstituent regularly conducts both external and internal conflict checks to insure that its company maintains high ethical and legal standards.

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BIDDER

CEO

TITLE

Attachments to Business History Form

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

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

iConstituent provides its proprietary communications software to the US House of Representatives, the US Senate, and to state and local governments. Since its inception in 2002, iConstituent has transformed the way government connects with its citizens leveraging technology. Today, iConstituent sends nearly 1 billion messages a year for its government customers. Information about iConstituent can be reviewed by visiting its website at www.iConstituent.com.

Should the bidder/proposer be other than an individual, the bid/proposal should include:

- i) Date of formation; 2002
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; (SEE ATTACHMENT)
- iii) Name, address and position of all officers and directors of the company; (SEE ATTACHMENT)
- iv) State of incorporation (if applicable); CA
- v) The number of employees in the firm; 40
- vi) Annual revenue of firm; \$ [REDACTED]
- vii) Summary of relevant accomplishments
- viii) Copies of all state and local licenses and permits. N/A

B. Indicate number of years in business. Thirteen (since 2002)

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

Since 2002, iConstituent has provided government with the tools to successfully connect with and engage its citizens; since 2002, iConstituent has been serving the Members of Congress, various state legislatures, state and local government entities.

D. Provide names and addresses for no fewer than three references for whom the bidder/proposer has provided similar services or who are qualified to evaluate the bidder's/proposer's capability to perform this work. (SEE ATTACHMENT)

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[Signature]
BIDDER

CEO

TITLE

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Sam Chan

BIDDER

CEO

TITLE

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/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Sworn to before me this day of 20__

Name of submitting business: iConstituent, LLC

By: ZAIN KHAN

Print name

Signature

CEO	Title

11 1 18 12015
Date

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BIDDER

CEO

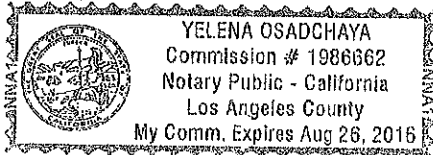
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A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of LOS ANGELES

Subscribed and sworn to (or affirmed) before me on this 18th
day of November, 2015, by ZAIN KHAN

proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



(Seal)

Signature

A large, stylized handwritten signature in dark ink, appearing to read 'Zain Khan', written over a horizontal line.

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered and the 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/ PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Zain Khan

Date of birth: [REDACTED]

Home address: [REDACTED]

City/state/zip: [REDACTED]

Business address: 600 Pennsylvania, SE Suite 310

City/state/zip: Washington, D.C, 20003

Telephone: (202)355-9355

Other present address(es): NA

City/state/zip: NA

Telephone: NA

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 01/01/2002

Secretary ____/____/____

Chief Financial Officer ____/____/____

Partner ____/____/____

Vice President ____/____/____

(Other)

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

NO ____ YES ☒ If Yes, provide details.

I am the Co-Founder and CEO of iConstituent and have an ownership interest in the entity.

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? NO ____ YES ☒ If Yes, provide details: As the co-founder of iConstituent, I invested in the company at its formation over 12 years ago.

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? NO ____ YES ☒ If Yes, provide details. In

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TITLE

addition to my position at iConstituent, I provide consulting services to other small business in the technology space (all within California).

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? NO X YES ____ 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? NO X YES ____ If Yes, provide details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO X YES ____ If Yes, provide details for each such instance.
 - 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? NO X YES ____ If Yes, provide details for each such instance.
 - 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? NO X 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? 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.) – ANSWER: NO.
- a) Is there any felony charge pending against you? NO X YES ____ If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? NO X YES ____ If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? NO X 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 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? NO X YES ____ If Yes, provide details for each such conviction.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE



BIDDER

CEO

TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO X 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 X YES ____ If Yes, provide details for each such occurrence.
9. 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? NO X YES ____ If Yes, provide details for each such investigation.
10. 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? NO X YES ____ If Yes; provide details for each such investigation.
11. 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? NO X YES ____ If Yes; provide details for each such instance.
12. 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? NO X YES ____ If Yes, provide details for each such year.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE

San Khan
BIDDER

CEO

TITLE

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/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Zain Khan, 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 County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; 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 questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this day of 20__

See Attached
Notary Public

iConstituent, LLC

Name of submitting business

Zain Khan

Print name

Zain Khan
Signature

Chief Executive Officer

Title

11 / 18 / 2015
Date

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE

Zain Khan
BIDDER

CEO

TITLE

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

State of California
County of LOS ANGELES

Subscribed and sworn to (or affirmed) before me on this 18th
day of November, 2015, by Zain Khan

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



(Seal)

YELENA OSADCHAYA
Commission # 1986662
Notary Public - California
Los Angeles County
My Comm. Expires Aug 26, 2016

Signature

A large, stylized handwritten signature in black ink, which appears to read "Yelena Osadchaya", written over a horizontal line.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE

Zai Chen

BIDDER

CEO

TITLE



iCONSTITUENT

600 Pennsylvania Ave, SE, Suite 310
Washington, DC 20003
Phone: 202.355.9355
Fax: 202.355.9356

November 17, 2015

References:

1. REFERENCE'S NAME: Oregon Governor's Office
ADDRESS: 900 Court Street, NE Salem, Oregon 97310
TELEPHONE: 503-378-6727
CONTACT PERSON: Katherine Bartlett, Constituent Serviced Director
CONTRACT DATE: July 1, 2007
2. REFERENCE'S NAME: Illinois Senate Republican Caucus
ADDRESS: 309 State Capitol Building, Springfield, IL, 62706
TELEPHONE: 217-782-7736
CONTACT PERSON: Lavvone Mau
CONTRACT DATE: July 1, 2010
3. REFERENCE'S NAME: Elect, Inc.
ADDRESS: P.O. Box 2, Elmhurst, IL 60126
TELEPHONE: 773-281-3900
CONTACT PERSON: Andrew Todd
CONTRACT DATE: May 1, 2008



B01-16

R51

Staff Summary

Subject Construction Services H62564
Department Public Works
Department Head Name Shila Shah-Gavoudias
Department Head Signature
Project Manager Name: Jeff P. Lindgren Phone Number: (516) 571-6998

Date: October 18, 2015
Vendor Name: Welsbach Electric Corp. of L.I. Address: 300 Newtown Rd, Plainview NY 11803
Contract Number H62564
Personal Services <input type="checkbox"/> Blanket Res <input type="checkbox"/> Calendar <input type="checkbox"/> Bid <input checked="" type="checkbox"/> Rules Comm. <input type="checkbox"/>
Contract Manager Name: Joseph Florio Phone Number: (516) 454-0023

Proposed Legislative Action					
	To	Date	Approval	Info	Other
	Assgn Comm				
	Rules Comm				
	Full Leg				

Internal Approvals			
Date & Init.	Approval	Date & Init.	Approval
12/1/16	Dept. Head	2/9/16	Counsel to C.E.
RS 1/19/16	Budget	NS 2/19/16	County Atty.
@ 2/15/16	Deputy C.E.		County Exec.

Narrative

Purpose:

The purpose of this contract is to improve traffic flow along various roadways within Nassau County.

Discussion:

By installing an incident management system (video cameras) we will be able to maximize the efficiency of vehicular traffic by having the ability to quickly identify impediments, and therefore cause them to quickly be removed in order to restore traffic flow.

This video surveillance system, in conjunction with our existing Traffic Management System will allow the "System Operator" to modify signal timings from the Westbury "Traffic Management Center" and therefore reduce or minimize the amount of traffic congestion in the area.

Impact on Funding:

80% funding for the construction portion of this project will be reimbursed by the Federal Government resulting in 20% funding that will come from the County's capital budget (Capital Project 62564). The cost associated with this project is included in the County's capital plan. The total proposed price for construction services is \$1,442,200, this equates to a County cost of \$288,440 for the construction services portion of the project.

Recommendation:

Given the overall benefit of this project and the impact on public safety, it is recommended that this contract be approved.

RECEIVED
CLERK OF THE LEGISLATURE
NASSAU COUNTY
10/18/2015
96 FEB - 9 P 3 46

Loconsolo, Elizabeth

From: Arnold, Kenneth
Sent: Friday, February 05, 2016 2:51 PM
To: Loconsolo, Elizabeth
Cc: Lindgren, Jeff; Shah-Gavnoudias, Shila
Subject: Item B01-16 Incident management cameras Phase 4

Liz

Bids Received: August 20, 2013 – Commander Electric Low Bidder

Took approximately 14 months to receive award concurrence from NYSDOT. After the fact the various state agencies changed their process after we complained about the extended period that this took to receive concurrence. After receiving concurrence when we went to issue Recommendation of Award for this contract, Commander Electric decided to withdraw their bid. The Department evaluated the benefit of re-bidding, or just awarding to Welsbach, second lowest bidder. (Evaluation; Utilizing the lowest bidders, Commander Electric, low bid of \$1,285,500 and add 3.5% per year to get 2016 pricing gets you to \$1,478,325.) Welsbach Electric was asked if they can complete the project at their bid price of \$1,442,200 which is lower than our projected price if we were to rebid,. Once Welsbach Electric agreed, in October 2015 we started the award concurrence procedure for a second time, and received award concurrence from NYSDOT for Welsbach Electric on January 11, 2016.

This project is 80% federal funding, passed thru by NYSDOT. The funding has been obligated by the NYSDOT. We are already way behind in starting this project but currently NYSDOT understands that the delay was also due to their delay in giving us concurrence the first time thru. If we were to rebid the work we would not be in the same position as we are today until September/October. We would then miss the 2016 construction window and the actual construction would need to wait for spring of 2017, as compared to what we currently anticipate, Summer 2016. This delay may cause us to lose the obligation of funds.

Ken

B01-16

RO **51** -2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND WELSBACH ELECTRIC CORP. OF L.I.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 3-7-16
VOTING:
ayes 4 nays 0 abstained 3 recused 0
Legislators present: 7

WHEREAS, in accordance with all Federal, State and Local Law, the County of Nassau on behalf of the NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS ["Department"] has received competitive bids for contract H62564, INCIDENT MANAGEMENT PHASE IV, P.I.N. 0760.03, VARIOUS ROADWAYS ["Contract"], as more particularly described in the contract documents, a copy of which are on file with the Clerk of the Legislature; and

WHEREAS, the firm of WELSBACH ELECTRIC CORP. OF L.I.

["Vendor"] has submitted the lowest responsible bid for the work described in the contract in accordance with all Federal, State and Local Law as determined by the Department, and

WHEREAS, the funding for this contract is from capital funds approved by the Nassau County Legislature and included in the current four year capital plan, and

WHEREAS, the Commissioner of the Department is representing that the total contract is estimated to be \$ 1,442,200.00 now therefore be it

RESOLVED, that the Rules Committee of the Nassau County Legislature, based on the representations of the Department and the recommendation of the Commissioner of the Department, authorizes the County Executive to award and execute the said contract with the vendor.

**REQUEST TO INITIATE
REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSAL/REQUEST FOR BID
CONTRACT**

PART I: Approval by the Deputy County Executive for Operations must be obtained prior to ANY RFQ/RFP/RFBC

☐ RFQ ☐ RFP ☒ RFBC ☐ In-House Work Order

Project No. : 62564

Project Title: Incident Management Phase 4

Department: Public Works: Traffic Engineering

Date: March 15, 2013

Service Requested: Let a contract to construct an incident management system (video cameras) at various locations throughout the Nassau County roadway system.

Justification: Maximize the efficiency of traffic flow within Nassau County by installing an incident management system (video cameras) that can quickly identify impediments to traffic flow, and therefore cause them to quickly be removed to restore traffic flow. 80 percent of project will be paid for using Federal funds. The funding for this project has been approved as part of the Capital Plan (Capital Project 62564)

Requested by: Public Works, Traffic Engineering
Department/Agency/Office

Project Cost for this Phase: \$1,200,000

Total Project Cost: \$1,400,000
Includes, design, construction and on

Date Start Work: September 2013

Capital Funding Approval:

☒ YES
SIGNATURE

☐ NO

[Signature]

Funding Allocation (Project/subobject):
See Attached Sheet if multiyear ☐

62564

Department Head Approval:

☒ YES

☐ NO

[Signature]

SIGNATURE

DCE/Ops Approval:

☒ YES

☐ NO

[Signature]

SIGNATURE

PART II: To be submitted to Chief Deputy County Executive after Qualifications/Proposals/Contracts are received from Responding vendors.

See Attached Sheet ☐

Vendor	Quote	Comment
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____

DCE/Ops Approval:

YES

NO

Signature _____

August 31, 2015

Nassau County DPW
1194 Prospect Avenue
Westbury, NY 11590
Attn: Jeff Lindgren

Re: H62564/0760.03
Incident Management Phase 4

Dear Jeff,

We respectfully request to withdraw our bid for the above referenced project without any prejudice against Commander Electric.

We are making this request due to the abnormal length of time which existed between the bid date and the award date. There have been increases in both labor and material which are unavoidable and too costly for us to absorb.

Thank you in advance for your attention to this very important matter..

Yours Truly,



James J. Haugland
President

Bid Opening: 8/20/2013

Engineer: Jeff Lindgren Phone: (516) 571-6998

Contractor	Address	Insurance	Payment	Bid Amount	Alternate Bid
Commander Electric, Inc.	P.O. Box 526 500 Johnson Avenue Bohemia, NY 11716	Travelers Casualty & Surety Co.	10%	\$1,285,500.25	\$0.00
Welsbach Electric of Long Island	300 Newtown Road Plainview, NY 11803	Travelers Casualty & Surety Co.	10%	\$1,442,200.00	\$0.00
Eldor Contracting Contracting	30 Corporate Drive Holtsville, NY 11742	Federal Insurance Company	10%	\$1,458,003.20	\$0.00
Hinck Electrical Contractor, Inc.	75 Orville Drive Suite 1 Bohemia, NY 11716	Fidelity & Deposit Co. of MD	10%	\$1,695,753.30	\$0.00

George Maragos
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: Welsbach Electric Corp of L.I.

CONTRACTOR ADDRESS: 300 Newtown Road, Plainview, NY 11803

FEDERAL TAX ID #: 11-2354251

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 Newsday [newspaper] on July 17, 2013 [date]. The sealed bids were publicly opened on August 20, 2013 [date]. 4 [#] of sealed bids were received and opened.

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

The Contract was entered into after a written request for proposals was issued on March 20, 2009. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday, posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on April 28, 2009. Five (5) proposals were received and evaluated. The evaluation committee consisted of: three members of the Comptroller's Office and one member of the County Executive's Office. 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.

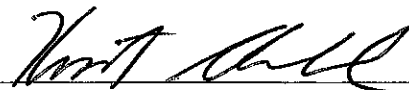
VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications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

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 the 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
1/13/16
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. 3 09/15

COUNTY OF NASSAU
Inter-Departmental Memo

TO: Office of the County Executive
Att: Rob Walker, Chief Deputy County Executive

FROM: Department of Public Works

DATE: December 30, 2015

SUBJECT: RECOMMENDATION OF AWARD

Contract No: H62564

**Title: INCIDENT MANAGEMENT PHASE IV, P.I.N. 0760.03, VARIOUS
ROADWAYS**

Bids received on: August 20, 2013

I have examined the bids submitted for the contract mentioned above. Finding them to be in order, I recommend this contract be awarded to **Welsbach Electric Corp of L.I.**, as the lowest responsible bidder with a total bid amount of \$ **1,442,200**. In order to facilitate processing of the above referenced contract, I request that the attached "Request to Initiate" form be approved.



Shila Shah-Gavnoudias
Commissioner



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

TO: Shila Shah-Gavnoudias, Commissioner
FROM: Kenneth G. Arnold, Assistant to Commissioner
DATE: November 12, 2015
SUBJECT: RECOMMENDATION OF AWARD

Contract No.: H62564 / PIN 0760.03

Title: Incident Management Phase IV

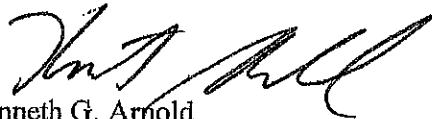
Engineer's Estimate: \$1,340,358.40

Bids Received On: August 20, 2013

The bids received for the above referenced contract have been examined and the bid submitted by Welsbach Electric Corp. of L.I. in the amount of \$1,442,200.00 is acceptable as the lowest responsible bidder.

Since adequate funds are available (Capital Project Number 62564), it is requested that the Recommendation of Award be prepared for the Commissioner's signature and forwarded to the County Executive for his action.

Attached herewith please find a completed Staff Summary form for your information and use.



Kenneth G. Arnold
Assistant to Commissioner

KGA:AL:dmp
Attachment

c: Aryeh Lemberger, Unit Head, Traffic Engineering Unit
Jonathan Lesman, Management Analyst II
Jeff P. Lindgren, Project Manager



COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

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

FROM: Department of Public Works


DATE: March 11, 2015

SUBJECT: CSEA Notification of a Proposed DPW Contract
Traffic Incident Management Phase 4
Proposed Contract No: H62564

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

1. DPW plans to recommend a contract/agreement for the following services:
Construction inspection services for: Traffic Incident Management Phase 4
2. The work involves the following:
Scope of work: Inspection of the installation of Traffic Surveillance Cameras
3. An estimate of the cost is: \$140,000.00
4. An estimate of the duration is: Twelve (12) Months

Should you wish to propose an alternative to the proposed contract/agreement, please respond within 10 days to: Department of Public Works, Att: Kenneth G. Arnold, Assistant to Commissioner, telephone 1-9607, fax 1-9657.


Kenneth G. Arnold
Assistant to Commissioner

KGA:WSN:AL:dmp

c: Christopher Fusco, Director, Office of Labor Relations
Keith Cromwell, Office of Labor Relations
William S. Nimmo, Deputy Commissioner
Patricia Kivo, Unit Head, Human Resources
Aryeh Lemberger, Unit Head, Traffic Engineering Unit
Loretta Dionisio, Hydrogeologist II
Jeff Lindgren, Project Manager



**REQUEST TO INITIATE
REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSAL/REQUEST FOR BID
CONTRACT**

PART I: Approval by the Deputy County Executive for Operations must be obtained prior to ANY RFQ/RFP/RFBC

☐ RFQ ☐ RFP ☒ RFBC ☐ In-House Work Order

Project No. : 62564

Project Title: Incident Management Phase 4

Department: Public Works: Traffic Engineering

Date: March 15, 2013

Service Requested: Let a contract to construct an incident management system (video cameras) at various locations throughout the Nassau County roadway system.

Justification: Maximize the efficiency of traffic flow within Nassau County by installing an incident management system (video cameras) that can quickly identify impediments to traffic flow, and therefore cause them to quickly be removed to restore traffic flow. 80 percent of project will be paid for using Federal funds. The funding for this project has been approved as part of the Capital Plan (Capital Project 62564)

Requested by: Public Works, Traffic Engineering
Department/Agency/Office

Project Cost for this Phase: \$1,200,000

Total Project Cost: \$1,400,000
Includes, design, construction and cm

Date Start Work: September 2013

Capital Funding Approval:

☒ YES
SIGNATURE

☐ NO

[Signature]

Funding Allocation (Project/subobject):

62564

See Attached Sheet if multiyear ☐

Department Head Approval:

☒ YES

☐ NO

[Signature]

SIGNATURE

DCE/Ops Approval:

☒ YES

☐ NO

[Signature]

SIGNATURE

PART II: To be submitted to Chief Deputy County Executive after Qualifications/Proposals/Contracts are received from Responding vendors.

See Attached Sheet ☐

Vendor	Quote	Comment
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____

DCE/Ops Approval:

YES

NO

Signature _____

COUNTY OF NASSAU

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

1. Name of the Entity: Welsbach Electric Corp. of L.I.
Address: 300 Newtown Road
City, State and Zip Code: Plainview, New York 11803
2. Entity's Vendor Identification Number: 11-2354251
3. Type of Business: ☒ Public Corp ☐ Partnership ☐ Joint Venture
☐ Ltd. Liability Co ☐ Closely Held Corp ☐ Other (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):
See Attached Emcor Group, Inc. 2014 Annual Report

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.
See Attached Emcor Group, Inc. 2014 Annual Report

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.

See Attached EMCOR Group, Inc. 2014 Annual Report

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). 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, or to otherwise engage in lobbying as the term is defined herein. 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.

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

NONE

(b) Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete description of lobbying activities.

N/A

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

N/A

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

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

Dated: Oct 6, 2015

Signed: _____



Print Name: Joseph P. Florio

Title: President / C.E.O.

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.

PROPOSAL

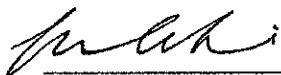
IRAN DIVESTMENT ACT – CERTIFICATION

Pursuant to New York State Finance Law §165-a, Iran Divestment Act of 2012, the Office of General Services is required to post on its web site <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> a list of persons who have been determined to engage in investment activities in Iran ("the List"), as defined in that Act. Under Public Authorities Law § 2879-c, Iranian Energy Sector Divestment, the Authority, may not enter into or award a Contract unless it obtains a certification from a Bidder, who shall check the box and make the certification in Subparagraph a, below, that they are not on the List. If that certification cannot be made, the Authority may consider entering into a Contract, on a case by case basis if the Bidder checks the box and makes the certification in Subparagraph b, below, that their Iran investment is ceasing.

For purposes of this provision, a person engages in investment activities in Iran if: (A) the person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or (B) the person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran.

The Certification is as follows:

- ☒ **a. Certification that the Bidder is not on the List:** Each person, where person means natural person, corporation, company, limited liability company, business association, partnership society, trust, or any other nongovernmental entity, organization, or group, and each person signing on behalf of any other party, certifies, and in the case of a joint bid or proposal or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law, or,
- ☐ **b. Certification that the Bidder's investment in Iran is ceasing:** The person cannot make the certification in Subparagraph a, above, but asks the Authority to consider them for award of the Contract by certifying, under penalty of perjury, that the person's investment activities in Iran were made before April 12, 2012; the person's investment activities in Iran have not been expanded or renewed after April 12, 2012; and the person has adopted, publicized and is implementing a formal plan to cease its investment activities in Iran and to refrain from engaging in any new investments in Iran.



Signature/Date

01/29/2016

Joseph P. Florio, President / C.E.O.

Print Name and Position

PROPOSAL

MacBride Fair Employment Principles

NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND:
MACBRIDE FAIR EMPLOYMENT PRINCIPLES

In accordance with Chapter 807 of the Laws of 1992 the bidder, by submission of this bid, certifies that it or any individual or legal entity in which the bidder holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership interest in the bidder, either: (answer yes or no to one or both of the following, as applicable),

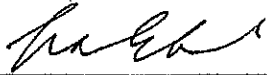
(1) have business operations in Northern Ireland,

Yes ____ No X

If yes:

(2) shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of their compliance with such Principles.

Yes ____ No ____



(Contractor's Signature)

Joseph P. Florio, President / C.E.O.

Welsbach Electric Corp. of L.I.

(Name of Business)

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

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

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

Joseph P. Florio, President / C.E.O.

Name and Title of Authorized Representative

m/d/yy



Signature

1/29/16

Date

Welsbach Electric Corp. of L.I.

Name of Organization

300 Newtown Road, Plainview, NY 11803

Address of Organization



EMCOR Group, Inc.
301 Merritt Seven • 6th Floor
Norwalk, CT 06851

Phone 203.849.7800
Toll Free 866.890.7794
Fax 203.849.7900
www.emcorgroup.com

VIA OVERNIGHT

January 12, 2016

Welsbach Electric Corp. of L.I.
Attn: Joseph Florio
300 Newtown Road
Plainview, NY 11803

RE: Nassau County

Dear Joe:

Enclosed please find the original EMCOR Group, Inc. Vendor Disclosure Form
for your Nassau County Contract.

Please call me if they have any questions or refer them directly to me at (203)849-
7833.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Marianne", is written above the printed name.

Marianne B. Sileo
Asst. Director, Paralegal Services

Enc.

COUNTY OF NASSAU

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

1. Name of the Entity: EMCOR Group, Inc.
Address: 301 Merritt Seven, 6th Floor
City, State and Zip Code: Norwalk, CT 06851
2. Entity's Vendor Identification Number: We do not have one. The # for our subsidiary, Welsbach Electric Corp. of L.I. is 11-2354251.
3. Type of Business: ☒ Public Corp ☐ Partnership ☐ Joint Venture
☐ Ltd. Liability Co ☐ Closely Held Corp ☐ Other (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):

See Schedule A attached.

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.

See most recent 10K attached.

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.

See subsidiary companies listed on Schedule B attached.

The only subsidiary company working on this contract is

Welsbach Electric Corp. of L.I., which has already provided
the required disclosure form.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). 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, or to otherwise engage in lobbying as the term is defined herein. 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.

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

None

Page 3 of 4

(b) Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete description of lobbying activities.

N/A

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

N/A

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

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

Dated: 01/12/2016

Signed:

Print Name: R. Kevin Matz

Title: Executive Vice President

Page 4 of 4:

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.

SCHEDULE A

EMCOR GROUP, INC.

A Delaware corporation

Incorporated: March 31, 1987

DIRECTORS

Stephen W. Bershad, Chairman, 301 Merritt Seven, Norwalk, CT 06851

David A. B. Brown, 301 Merritt Seven, Norwalk, CT 06851

Richard F. Hamm, Jr., 301 Merritt Seven, Norwalk, CT 06851

Michael T. Yonker, 301 Merritt Seven, Norwalk, CT 06851

Larry J. Bump, 301 Merritt Seven, Norwalk, CT 06851

Jerry E. Ryan, 301 Merritt Seven, Norwalk, CT 06851

David H. Laidley, 301 Merritt Seven, Norwalk, CT 06851

Anthony J. Guzzi, 301 Merritt Seven, Norwalk, CT 06851

John W. Altmeyer, 301 Merritt Seven, Norwalk, CT 06851

Steven B. Schwarzwaelder, 301 Merritt Seven, Norwalk, CT 06851

OFFICERS

Anthony J. Guzzi, President/Chief Executive Officer, 301 Merritt Seven, Norwalk, CT 06851

R. Kevin Matz, Executive Vice President - Shared Services, 301 Merritt Seven, Norwalk, CT 06851

Mark A. Pompa, Executive Vice President, Chief Financial Officer, 301 Merritt Seven, Norwalk, CT 06851

Maxine L. Mauricio, Senior Vice President, General Counsel and Secretary, 301 Merritt Seven, Norwalk, CT 06851

David M. Copley, Vice President – Safety and Quality Management, 301 Merritt Seven, Norwalk, CT 06851

Lisa H. Haight, Vice President – Human Resources, 301 Merritt Seven, Norwalk, CT 06851

Anthony Triano, Vice President – Integrated Services, 301 Merritt Seven, Norwalk, CT 06851

Mava K. Heffler, Vice President – Marketing and Communications, 301 Merritt Seven, Norwalk, CT 06851

Joseph A. Serino, Vice President/Treasurer, 301 Merritt Seven, Norwalk, CT 06851

Paul Desmarais, Vice President/Taxation, 301 Merritt Seven, Norwalk, CT 06851

Steven Fried, Vice President/Compliance, 301 Merritt Seven, Norwalk, CT 06851

Sheldon I. Cammaker, Vice Chairman, 301 Merritt Seven, Norwalk, CT 06851

SCHEDULE B

**EMCOR Construction
Services, Inc.**

**EMCOR GROUP, INC.
Subsidiary companies**

EMCOR Facilities Services, Inc.

EMCOR Services CES, Inc.

Mesa Energy Systems, Inc.

Scalise Industries Corporation

Heritage Mechanical Services, Inc.

Welsbach Electric Corp.

Forest Electric Corp

Welsbach Electric Corp. of L.I.

Penguin Maintenance and Services Inc.

Penguin Air Conditioning Corp.

J.C. Higgins Corp.

**EMCOR Hyre Electric Co. of Indiana,
Inc.**

Gibson Electric Co., Inc.

**University Mechanical & Engineering
Contractors, Inc.
(Arizona entity)**

**University Mechanical & Engineering
Contractors, Inc. (California entity)**

Hansen Mechanical Contractors, Inc.

Design Air, Limited

Trautman & Shreve, Inc.

EMCOR Gowan, Inc.

R. S. Harritan & Company, Inc.

DeBra-Kuempel Inc.

Marelich Mechanical Co., Inc.

Dynalectric Company

KDC Inc.

Contra Costa Electric, Inc.

Dynalectric Company of Nevada

EMCOR Services Northeast, Inc.

Building Technology Engineers, Inc.

Poole & Kent Company of Florida

The Poole and Kent Company

The Poole and Kent Corporation

S. A. Comunale Co., Inc.

Air Systems, Inc.

Fluidics, Inc.

University Marelch Mechanical, Inc.

Poole and Kent-Connecticut, Inc.

Poole and Kent – New England, Inc.

Border Electric Co., L.P.

Border Mechanical Co., L.P.

**Central Mechanical Construction Co.,
Inc.**

F & G Mechanical Corporation

F & G Plumbing, Inc.

**EMCOR Services New York/
New Jersey, Inc.**

Hillcrest Sheet Metal, Inc.

Illingworth-Kilgust Mechanical, Inc.

Kuempel Service, Inc.

Lowrie Electric Company, Inc.

Meadowlands Fire Protection Corp.

Nogle & Black Mechanical, Inc.

**North Jersey Mechanical Contractors,
Inc.**

Shamhaugh & Son, L.P.

The Fagan Company

Walker-J-Walker, Inc.

EMCOR Government Services, Inc.

Aircond Corporation

The Betlem Service Corporation

Combustioneer Corporation

**EMCOR Services Team Mechanical,
Inc.**

**New England Mechanical Services of
Massachusetts, Inc.**

New England Mechanical Services, Inc.

Viox Services, Inc.

Ohmstede Ltd.

Ohmstede Industrial Services Inc.

Performance Mechanical, Inc.

**Redman Equipment & Manufacturing
Company**

**Professional Mechanical Contractors,
L.L.C.**

**Mechanical Services of Central Florida,
Inc.**

MOR PPM, Inc.

**Bahnson Environmental
Specialties, LLC**

**Mechanical Specialties
Contractors, Inc.**

Intermech, Inc.

Harry Pepper & Associates, Inc.

USM, Inc.

Southern Industrial Constructors, Inc.

ConCor Networks, Inc.

Food Tech, Inc.

Dalmatian Fire, Inc.

Repcon, Inc.

ASG Diamond, LLC

Diamond Refractory Services, LLC

**Diamond Refractory Services
California, L.P.**

Mercury Industrial Materials, LLC

ASI Industrial Services, LLC

Turnaround Welding Services, LLC

Tiger Tower Services, LLC

RepconStrickland, Inc.

AltairStrickland, LLC

Repcon International, Inc.

**Allan Automatic Sprinkler Corporation
of So. Cal.**

Tucker Mechanical

Wasatch Electric

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name 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; or to otherwise engage in lobbying activities as the term is defined herein. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

NONE

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

N/A

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

N/A

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


N/A

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

N/A

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.

Dated: 12/18/2015

Signed: 

Print Name: Joseph P. Florio

Title: President / C.E.O.

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.

Business History Form

In addition to the submission of bids/proposals, as applicable, each bidder/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 bid/proposal.

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

Date: December 18, 2015

1) Bidder's/Proposer's Legal Name: Welsbach Electric Corp. of L.I.

2) Address of Place of Business: 300 Newtown Road, Plainview, New York 11803

List all other business addresses used within last five years:

None

3) Mailing Address (if different): N/A

Phone : (516) 454-0023

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: 01.272.8168

5) Federal I.D. Number: 11-2354251

6) The bidder/proposer is a (check one): ☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☐ Other (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business?
Yes ___ No X If Yes, please provide details: _____

8) Does this business control one or more other businesses? Yes No X If Yes, please provide details: _____

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes X No If Yes, provide details. Welsbach Electric Corp. of L.I. is a wholly owned subsidiary of Emcor Group, Inc.

10) Has the bidder/proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ____ No X 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 bidder/proposer, during the past seven years, been declared bankrupt? Yes ___ No X
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 X If Yes, provide details for each such investigation. _____

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 X If Yes, provide details for each such investigation. _____

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? No X Yes ___ If Yes, provide details for each such charge. _____

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

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? No X 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 X 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? No X Yes ___ If Yes, provide details for each such

occurrence. _____

- 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? No X Yes ____; If Yes, provide details for each such instance. _____

- 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? No X Yes ____ 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. _____

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: N/A

(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 as collection agent on behalf of Nassau County.

(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 as collection agent on behalf of Nassau County.

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

- 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.

Attachments to Business History Form

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

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

Should the bidder/proposer be other than an individual, the bid/proposal should include:

- i) Date of formation;
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
- iii) Name, address and position of all officers and directors of the company;
- iv) State of incorporation (if applicable); See attached EMCOR Annual Report 2014
- v) The number of employees in the firm;
- vi) Annual revenue of firm;
- vii) Summary of relevant accomplishments
- viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business. 60 Years

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

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

Company New York State D.O.T.

Contact Person Emilio Sosa

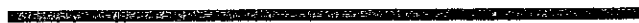
Address 140 Nikon Court

City/State Hauppauge, New York 11788

Telephone (631) 952-6733

Fax # (631) 234-3637

E-Mail Address ESosa@Dot.State.NY.US



Company New York State D.O.T.
Contact Person Christine Caputo
Address 221 Broadway, Suite 201
City/State Amityville, New York
Telephone (631) 598-7805
Fax # (631) 598-7807
E-Mail Address CCaputo@Dot.State.NY.US

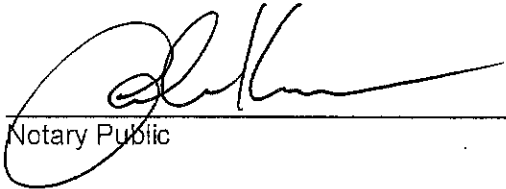
Company Nassau County DPW
Contact Person Sheila Dukacz
Address 1194 Prospect Ave, Suite 183
City/State Westbury, New York 11590
Telephone (516) 572-0465
Fax # (516) 571-9363
E-Mail Address SDukacz@NassauCountyNY.gov

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/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Joseph P. Florio, 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 County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; 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 questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 18th day of December 2015

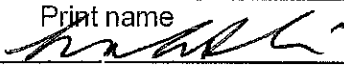


Notary Public

DARLENE KUMMER
Notary Public, State of New York
No. 01KU6096716
Qualified in Suffolk County
Commission Expires August 4, 2019

Name of submitting business: Welsbach Electric Corp. of L.I.

By: Joseph P. Florio

Print name


Signature

President / C.E.O.

Title

12 / 18 / 2015

Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered and the 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/ PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Joseph P. Florio
Date of birth [REDACTED]
Home address [REDACTED]
City/state/zip [REDACTED]
Business address 300 Newtown Road
City/state/zip Plainview, New York 11803
Telephone (516) 454-0023
Other present address(es) _____
City/state/zip _____
Telephone _____
List of other addresses and telephone numbers attached _____
2. Positions held in submitting business and starting date of each (check all applicable)
President 02 / 15 / 2002 Treasurer _____
Chairman of Board _____ Shareholder _____
Chief Exec. Officer 02 / 15 / 2002 Secretary _____
Chief Financial Officer 11 / 5 / 1989 Partner _____
Vice President 05 / 01 / 1992 _____
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
NO X YES _____ 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? NO X YES _____ 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? NO X YES _____; 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? NO X YES _____ 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? NO X YES ____ If Yes, provide details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO X YES ____ If Yes, provide details for each such instance.
 - 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? NO X YES ____ If Yes, provide details for each such instance.
 - 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? NO X 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? 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.)
- a) Is there any felony charge pending against you? NO X YES ____ If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? NO X YES ____ If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? NO X 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 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? NO X 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 X 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 X YES ____ If Yes, provide details for each such occurrence.


9. 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? NO X YES ____ If Yes, provide details for each such investigation.
10. 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? NO X YES ____ If Yes; provide details for each such investigation.
11. 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? NO X YES ____ If Yes; provide details for each such instance.
12. 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? NO X YES ____ If Yes, provide details for each such year.

CERTIFICATION

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Sworn to before me this 18 day of December 2015



Notary Public

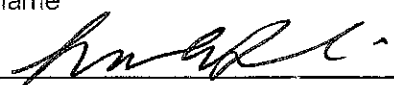
DARLENE KUMMER
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Commission Expires August 4, 2019

Welsbach Electric Corp. of L.I.

Name of submitting business

Joseph P. Florio

Print name



Signature

President / C.E.O.

Title

12 / 18 / 2015

Date

PART II

ITEM 5. MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES

Market Information. Our common stock trades on the New York Stock Exchange under the symbol "EME".

The following table sets forth high and low sales prices for our common stock for the periods indicated as reported by the New York Stock Exchange:

<u>2014</u>	<u>High</u>	<u>Low</u>
First Quarter	\$ 47.81	\$ 40.12
Second Quarter	\$ 48.00	\$ 43.41
Third Quarter	\$ 46.04	\$ 39.96
Fourth Quarter	\$ 45.87	\$ 38.68

<u>2013</u>	<u>High</u>	<u>Low</u>
First Quarter	\$ 41.69	\$ 34.42
Second Quarter	\$ 42.34	\$ 35.58
Third Quarter	\$ 38.98	\$ 37.12
Fourth Quarter	\$ 42.61	\$ 36.26

Holders. As of February 19, 2015, there were approximately 166 stockholders of record and, as of that date, we estimate there were approximately 31,229 beneficial owners holding our common stock in nominee or "street" name.

Dividends. We have paid quarterly dividends since October 25, 2011. At the December 7, 2012 meeting of our Board of Directors, the regular quarterly dividend that would have been paid in January 2013 was declared, its amount increased to \$0.06 per share and the payment date accelerated to December 28, 2012. During 2013, we paid a regular quarterly dividend of \$0.06 per share in the second, third and fourth quarters of 2013. In December 2013, our Board of Directors announced its intention to increase our regular quarterly dividend to \$0.08 per share commencing with the dividend to be paid in the first quarter of 2014, and that dividend was paid in each of the four quarters of 2014. We expect that such quarterly dividends will be paid in the foreseeable future. Our 2013 Credit Agreement places limitations on the payment of dividends on our common stock. However, we do not believe that the terms of this agreement materially limit our ability to pay a quarterly dividend of \$0.08 per share for the foreseeable future.

Securities Authorized for Issuance Under Equity Compensation Plans. The following table summarizes, as of December 31, 2014, certain information regarding equity compensation plans that were approved by stockholders and equity compensation plans that were not approved by stockholders. The information in the table and in the Notes thereto has been adjusted for stock splits.

Plan Category	Equity Compensation Plan Information		
	A	B	C
	Number of Securities to be Issued upon Exercise of Outstanding Options, Warrants and Rights	Weighted Average Exercise Price of Outstanding Options, Warrants and Rights	Number of Securities Remaining Available for Future Issuance under Equity Compensation Plans (Excluding Securities Reflected in Column A)
Equity Compensation Plans Approved by Security Holders	127,703	\$ 10.2	2,086,933
Equity Compensation Plans Not Approved by Security Holders	—	\$ —	—
Total	127,703	\$ 10.2	2,086,933

- (1) Included within this amount are 710,299 restricted stock units awarded to our non-employee directors and employees. The weighted average exercise price would have been \$24.15 had the weighted average exercise price calculation excluded such restricted stock units.
- (2) Represents shares of our common stock available for future issuance under our 2010 Incentive Plan (the "2010 Plan"), which may be issuable in respect of options and/or stock appreciation rights granted under the 2010 Plan and/or may also be issued pursuant to the award of restricted stock, unrestricted stock and/or awards that are valued in whole or in part by reference to, or are otherwise based on the fair market value of, our common stock.

Purchase of Equity Securities by the Issuer and Affiliated Purchasers

The following table summarizes repurchases of our common stock made during the quarter ended December 31, 2014 by us:

Period	Total Number of Shares Purchased ⁽¹⁾	Average Price Paid Per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Maximum Number (or Approximate Dollar Value) of Shares That May Yet be Purchased Under the Plan or Programs
October 1, 2014 to October 31, 2014	546,140	\$10.57	546,140	\$205,163,731
November 1, 2014 to November 30, 2014	977,073	\$44.77	977,073	\$205,739,378
December 1, 2014 to December 31, 2014	900,975	\$43.56	900,975	\$165,467,088

- (1) On September 26, 2011, we announced that our Board of Directors had authorized us to repurchase up to \$100.0 million of our outstanding common stock, and on December 5, 2013, we announced that our Board of Directors had authorized us to repurchase up to an additional \$100.0 million of our outstanding common stock. As of December 31, 2014, we had repurchased all shares under both of these authorizations. On October 23, 2014, our Board of Directors authorized us to repurchase up to an additional \$250.0 million of our outstanding common stock. As a result, as of December 31, 2014, \$166.5 million remained available for repurchase under that authorization. No shares have been repurchased since the programs have been announced other than pursuant to these publicly announced programs. Repurchases may be made from time to time as permitted by securities laws and other legal requirements.

ITEM 6. SELECTED FINANCIAL DATA

The following selected financial data has been derived from our audited financial statements and should be read in conjunction with the consolidated financial statements, the related notes thereto and the report of our independent registered public accounting firm thereon included elsewhere in this and our previously filed annual reports on Form 10-K.

See Note 3 - Acquisitions of Businesses and Note 4 - Disposition of Assets of the notes to consolidated financial statements included in Item 8. Financial Statements and Supplementary Data for a discussion regarding acquisitions and dispositions. During the third quarter of 2014, we ceased construction operations in the United Kingdom. The results of the construction operations of our United Kingdom segment for all periods are presented as discontinued operations. In addition, the results of operations for all periods presented reflect discontinued operations accounting due to the disposition in August 2011 of our Canadian subsidiary.

Income Statement Data

(In thousands, except per share data)

	Years Ended December 31,				
	2014	2013	2012	2011	2010
Revenue	\$6,424,963	\$6,557,527	\$6,195,491	\$4,811,893	\$4,698,311
Gross profit	907,246	821,646	803,979	724,733	677,010
Impairment loss on goodwill and identifiable intangible assets	(147)	—	—	5,793	246,081
Operating income (loss)	289,878	240,350	260,303	214,119	(30,192)
Net income (loss) attributable to HMCOT Group, Inc.	\$ 163,664	\$ 123,792	\$ 146,584	\$ 130,826	\$ (30,691)
Basic earnings (loss) per common share:					
From continuing operations	\$ 2.61	\$ 2.19	\$ 2.32	\$ 1.36	\$ (1.33)
From discontinued operations	(0.07)	(0.34)	(0.12)	0.10	0.02
	\$ 2.54	\$ 1.85	\$ 2.20	\$ 1.46	\$ (1.31)
Diluted earnings (loss) per common share:					
From continuing operations	\$ 2.59	\$ 2.17	\$ 2.23	\$ 1.32	\$ (1.33)
From discontinued operations	(0.07)	(0.34)	(0.12)	0.09	0.02
	\$ 2.52	\$ 1.82	\$ 2.16	\$ 1.41	\$ (1.31)

Balance Sheet Data (In thousands)

	As of December 31,				
	2014	2013	2012	2011	2010
Equity	\$ 1,430,488	\$ 1,459,626	\$ 1,357,179	\$ 1,243,131	\$ 1,162,344
Total assets	3,388,967	3,465,915	3,107,070	3,014,076	2,755,542
Goodwill	834,102	834,827	866,583	566,803	406,814
Borrowings under revolving credit facility	—	—	150,000	150,000	150,000
Term loans including current maturities	12,500	250,000	—	—	—
Other long-term debt, including current maturities	57	11	18	—	24
Capital lease obligations, including current maturities	2,832	4,032	5,381	4,857	1,649

- (1) During 2014, we repurchased approximately 4.8 million shares of our common stock for approximately \$206.0 million. Since the inception of the repurchase programs in 2011 through December 31, 2014, we have repurchased 7.6 million shares of our common stock for approximately \$283.5 million. The repurchase of shares results in a reduction of our Equity. We have paid quarterly dividends since October 25, 2011. At the December 7, 2012 meeting of our Board of Directors, the regular quarterly dividend that would have been paid in January 2013 was declared, its amount increased to \$0.06 per share and the payment date accelerated to December 28, 2012. During 2013, we paid a regular quarterly dividend of \$0.06 per share in the second, third and fourth quarters of 2013. In December 2013, our Board of Directors announced its intention to increase our regular quarterly dividend to \$0.08 per share commencing with the dividend to be paid in the first quarter of 2014, and that dividend was paid in each of the four quarters of 2014. We expect that such quarterly dividends will be paid in the foreseeable future. Prior to October 25, 2011, no cash dividends had been paid on the Company's common stock.

ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

We are one of the largest electrical and mechanical construction and facilities services firms in the United States. In addition, we provide a number of building services and industrial services. Our services are provided to a broad range of commercial, industrial, utility and institutional customers through approximately 70 operating subsidiaries and joint venture entities. Our offices are located in the United States and the United Kingdom.

Due to recurring losses over the last several years in the construction operations of our United Kingdom segment and our negative assessment of construction market conditions in the United Kingdom for the foreseeable future, we announced during the quarter ended June 30, 2013 our decision to withdraw from the construction market in the United Kingdom. During the third quarter of 2014, we ceased construction operations in the United Kingdom. The results of the construction operations of our United Kingdom segment for all periods are presented as discontinued operations. The segment formally named the United Kingdom construction and building services segment has been renamed the United Kingdom building services segment.

Impact of Acquisitions

In order to provide a more meaningful period-over-period discussion of our operating results, we may discuss amounts generated or incurred (revenues, gross profit, selling, general and administrative expenses and operating income) from companies acquired. The amounts discussed reflect the acquired companies' operating results in the current reported period only for the time period these entities were not owned by EMCOR in the comparable prior reported period.

Overview

The following table presents selected financial data for the fiscal years ended December 31, 2014 and 2013 (in thousands, except percentages and per share data):

	2014	2013
Revenues	\$ 6,424,965	\$ 6,333,327
Revenues increase from prior year	1.4%	2.2%
Recurring expenses	\$ 1,168	\$ 847
Impairment loss on identifiable intangible assets	\$ 1,471	\$ —
Gain on sale of building	\$ 11,495	\$ —
Operating income	\$ 289,878	\$ 240,350
Operating income as a percentage of revenues	4.5%	3.8%
Income from continuing operations	\$ 178,117	\$ 150,423
Net income attributable to EMCOR Group, Inc.	\$ 168,649	\$ 123,702
Diluted earnings per common share from continuing operations	\$ 2.59	\$ 2.16

Overall revenues, operating income and operating margin (operating income as a percentage of revenues) increased in 2014 compared to 2013. The increase in revenues is primarily attributable to higher revenues from our United States industrial services segment and our United Kingdom building services segment, partially offset by a decline in revenues from our (a) United States mechanical construction and facilities services segment, (b) United States building services segment and (c) United States electrical construction and facilities services segment. Companies acquired in 2013, which are reported in our United States industrial segment and our United States mechanical construction and facilities services segment, generated incremental revenues of \$231.2 million in 2014. As previously discussed under "Impact of Acquisitions" above, this amount reflects acquired companies' revenues in the current reported period only for the time period these entities were not owned by EMCOR in the comparable prior reported period.

The increases in operating income were primarily attributable to improved operating performance within all of our reportable segments, except for our United States electrical construction and facilities services segment and our United States building services segment. Operating income margins increased within all of our reportable segments, except for our United States electrical construction and facilities services segment and our United States industrial services segment. In addition, our operating income and operating margin were favorably impacted by an \$11.7 million gain on the sale of a building. Companies acquired in 2013, which are reported in our United States industrial segment and our United States mechanical construction and facilities services segment, contributed \$9.3 million to operating income, net of \$8.2 million of amortization expense associated with identifiable intangible assets. As previously discussed under "Impact of Acquisitions" above, these amounts reflect acquired companies' operating results in the current reported period only for the time period these entities were not owned by EMCOR in the comparable prior reported period.

Operating Segments

We have the following reportable segments which provide services associated with the design, integration, installation, start-up, operation and maintenance of various systems: (a) United States electrical construction and facilities services (involving systems for electrical power transmission and distribution; premises electrical and lighting systems; low-voltage systems, such as fire alarm, security and process control; voice and data communication; roadway and transit lighting; and fiber optic lines); (b) United States mechanical construction and facilities services (involving systems for heating, ventilation, air conditioning, refrigeration and clean-room process ventilation; fire protection; plumbing, process and high-purity piping; controls and filtration; water and wastewater treatment; central plant heating and cooling; cranes and rigging; millwrighting; and steel fabrication, erection and welding); (c) United States building services; (d) United States industrial services; and (e) United Kingdom building services. The "United States building services" and "United Kingdom building services" segments principally consist of those operations which provide a portfolio of services needed to support the operation and maintenance of customers' facilities, including commercial and government site-based operations and maintenance; facility maintenance and services, including reception, security and catering services; outage services to utilities and industrial plants; military base operations support services; mobile maintenance and services; floor care and janitorial services; landscaping, lot sweeping and snow removal; facilities management; vendor management; call center services; installation and support for building systems; program development, management and maintenance for energy systems; technical consulting and diagnostic services; infrastructure and building projects for federal, state and local governmental agencies and bodies; and small modification and retrofit projects, which services are not generally related to customers' construction programs. The segment "United States industrial services" principally consists of those operations which provide industrial maintenance and services, including those for refineries and petrochemical plants, including on-site repairs, maintenance and service of heat exchangers, towers, vessels and piping; design, manufacturing, repair and hydro blast cleaning of shell and tube heat exchangers and related equipment; refinery turnaround planning and engineering services; specialty welding services; overhaul and maintenance of critical process units in refineries and petrochemical plants; and specialty technical services for refineries and petrochemical plants.

We completed the acquisition of RepconStrickland, Inc. ("RSF") during 2013, and its results have been included in our United States industrial services segment since its acquisition. In addition, we completed two other acquisitions during 2013, and their results have been included in our United States mechanical construction and facilities services segment. These acquired businesses expanded our service capabilities into new technical areas.

Discussion and Analysis of Results of Operations

2014 versus 2013

Revenues

As described in more detail below, revenues for 2014 were \$6.4 billion compared to \$6.3 billion for 2013. The increase in revenues for 2014 was primarily attributable to revenues of \$231.2 million attributable to companies acquired in 2013 and higher revenues from our United States industrial services segment and our United Kingdom building services segment. This increase was partially offset by lower revenues from our other reportable segments. See "Impact of Acquisitions" discussion above for further information regarding companies acquired in 2013. We continue to be disciplined in a very competitive marketplace by only accepting work that we believe can be performed at reasonable margins.

The following table presents our revenues for each of our operating segments and the approximate percentages that each segment's revenues were of total revenues for the years ended December 31, 2014 and 2013 (in thousands, except for percentages):

	2014	% of Total	2013	% of Total
Revenues from unrelated entities:				
United States electrical construction and facilities services	\$ 1,311,988	20%	\$ 1,345,750	21%
United States mechanical construction and facilities services	2,201,212	34%	2,329,834	37%
United States building services	1,721,841	27%	1,794,978	28%
United States industrial services	839,980	13%	519,413	8%
Total United States operations	\$ 6,074,521	95%	\$ 5,989,975	95%
United Kingdom building services	350,444	5%	343,552	5%
Total worldwide operations	\$ 6,424,965	100%	\$ 6,333,527	100%

Revenues of our United States electrical construction and facilities services segment were \$1,312.0 million for the year ended December 31, 2014 compared to revenues of \$1,345.8 million for the year ended December 31, 2013. The decrease in revenues was primarily attributable to a decrease in revenues from institutional and manufacturing construction projects, primarily in the southern California and Washington D.C. markets, as well as a decrease in revenues from water and wastewater construction projects. These decreases were partially offset by higher levels of work from transportation, commercial and healthcare projects.

Our United States mechanical construction and facilities services segment revenues for the year ended December 31, 2014 were \$2,201.2 million, a \$128.6 million decrease compared to revenues of \$2,329.8 million for the year ended December 31, 2013. This decrease in revenues was primarily attributable to a decline in revenues from manufacturing construction projects, partially as the result of the completion in 2013 of several large projects within this market sector, which were not replaced. This decrease was partially offset by: (a) an increase in revenues from commercial, hospitality and institutional construction projects and (b) incremental revenues of \$19.2 million generated by companies acquired in 2013. See "Impact of Acquisitions" discussion above for further information.

Revenues of our United States building services segment were \$1,721.3 million and \$1,795.0 million in 2014 and 2013, respectively. This decrease in revenues was primarily attributable to decreased revenues from: (a) our commercial site-based services operations, as a result of a decline in revenues from supplier management contracts, including a large contract that was terminated by agreement of both parties, (b) our energy services operations, due to a reduction in large project work, and (c) our government site-based services operations, as a result of the completion of a large long-term site-based joint venture project located in the Pacific Northwest not renewed pursuant to rebid. These decreases were partially offset by an increase in revenues from our mobile mechanical service operations, primarily within the California and New England markets.

Revenues of our United States industrial services segment for the year ended December 31, 2014 increased by \$320.6 million compared to the year ended December 31, 2013. For the seven months ended July 31, 2014, RSI generated incremental revenues of \$212.0 million. As previously discussed under "Impact of Acquisitions" above, this amount reflects RSI's revenues in the current reported period only for the time period RSI was not owned by EMCOR in the comparable prior reported period. The increase in revenues was also attributable to an increased demand for our industrial field services operations, partially offset by a decrease in revenues from our industrial shop services operations.

Our United Kingdom building services segment revenues were \$350.4 million in 2014 compared to \$343.6 million in 2013. This increase in revenues was due to an increase of \$16.9 million relating to the effect of favorable exchange rates for the British pound versus the United States dollar and increased activity within the commercial and healthcare markets, partially offset by decreased activity within the transportation and institutional markets.

Backlog

The following table presents our operating segment backlog from unrelated entities and their respective percentages of total backlog (in thousands, except for percentages):

	December 31, 2014	% of Total	December 31, 2013	% of Total
Backlog:				
United States electrical construction and facilities services	\$1,778,172	32%	\$1,657,915	30%
United States mechanical construction and facilities services	1,473,018	41%	1,325,941	40%
United States building services	732,960	20%	761,835	23%
United States industrial services	101,154	3%	94,187	3%
Total United States operations	\$3,483,504	96%	\$3,475,902	95%
United Kingdom building services	150,084	4%	167,804	5%
Total worldwide operations	\$3,633,588	100%	\$3,643,706	100%

Our backlog at December 31, 2014 was \$3.63 billion compared to \$3.34 billion at December 31, 2013. This increase in backlog was primarily attributable to an increase in contracts awarded for work in our (a) United States electrical construction and facilities services segment and (b) United States mechanical construction and facilities services segment. Backlog increases with awards of new contracts and decreases as we perform work on existing contracts. Backlog is not a term recognized under United States generally accepted accounting principles; however, it is a common measurement used in our industry. We include a project within our backlog at such time as a contract is awarded. Backlog includes unrecognized revenues to be realized from uncompleted construction contracts plus unrecognized revenues expected to be realized over the remaining term of services contracts. However, we do not include in backlog contracts for which we are paid on a time and material basis and a fixed amount cannot be determined, and if the remaining term of a services contract exceeds 12 months, the unrecognized revenues attributable to such contract included

in backlog are limited to only the next 12 months of revenues provided for in the contract award. Our backlog also includes amounts related to services contracts for which a fixed price contract value is not assigned when a reasonable estimate of total revenues can be made from budgeted amounts agreed to with our customer. Our backlog is comprised of: (a) original contract amounts, (b) change orders for which we have received written confirmations from our customers, (c) pending change orders for which we expect to receive confirmations in the ordinary course of business and (d) claim amounts that we have made against customers for which we have determined we have a legal basis under existing contractual arrangements and as to which we consider recovery to be probable. Such claim amounts were immaterial for all periods presented. Our backlog does not include anticipated revenues from unconsolidated joint ventures or variable interest entities and anticipated revenues from pass-through costs on contracts for which we are acting in the capacity of an agent and which are reported on the net basis. We believe our backlog is firm, although many contracts are subject to cancellation at the election of our customers. Historically, cancellations have not had a material adverse effect on us.

Cost of sales and Gross profit

The following table presents cost of sales, gross profit (revenues less cost of sales), and gross profit margin (gross profit as a percentage of revenues) for the years ended December 31, 2014 and 2013 (in thousands, except for percentages):

	2014	2013
Cost of sales	\$ 5,517,710	\$ 5,311,981
Gross profit	\$ 907,246	\$ 821,646
Gross profit margin	14.1%	13.0%

Our gross profit for the year ended December 31, 2014 was \$907.2 million, an \$85.6 million increase compared to the gross profit of \$821.6 million for the year ended December 31, 2013. The increase in gross profit was primarily attributable to improved profitability within all of our reportable segments, except for our United States electrical construction and facilities services segment. Gross profit in 2013 within our United States mechanical construction and facilities services segment was negatively impacted by aggregate losses of approximately \$24.5 million from one of our subsidiaries at two projects located in the southeastern United States. Companies acquired in 2013 included in our United States industrial services segment and our United States mechanical construction and facilities services segment contributed an aggregate of \$35.9 million to gross profit in 2014. As previously discussed under "Impact of Acquisitions" above, this amount reflects acquired companies' gross profit in the current reported period only for the time period these entities were not owned by EMCOR in the comparable prior reported period.

Our gross profit margin was 14.1% and 13.0% for 2014 and 2013, respectively. Gross profit margin for 2014 increased within most of our reportable segments. Our consolidated gross profit margin benefited from an increase in revenues from our United States industrial services segment, which historically generates higher gross profit margins than our other reportable segments. Gross profit margin for 2013 was adversely impacted by the two significant project write-downs reported in our United States mechanical construction and facilities services segment, resulting in a 0.4% impact on consolidated gross profit margin.

Selling, general and administrative expenses

The following table presents selling, general and administrative expenses, and selling, general and administrative expenses as a percentage of revenues, for the years ended December 31, 2014 and 2013 (in thousands, except for percentages):

	2014	2013
Selling, general and administrative expenses	\$ 626,478	\$ 580,649
Selling, general and administrative expenses as a percentage of revenues	9.8%	9.2%

Our selling, general and administrative expenses for the year ended December 31, 2014 were \$626.5 million, a \$45.8 million increase compared to selling, general and administrative expenses of \$580.6 million for the year ended December 31, 2013. Selling, general and administrative expenses as a percentage of revenues were 9.8% and 9.2% for the years ended December 31, 2014 and 2013, respectively. This increase in selling, general and administrative expenses primarily resulted from: (a) \$26.6 million of expenses directly related to companies acquired in 2013, including amortization expense of \$8.2 million attributable to identifiable intangible assets, (b) higher employee related costs such as incentive compensation and employee benefits and (c) higher legal costs, including the unfavorable settlement of a legal matter. See "Impact of Acquisitions" discussion above for further information regarding companies acquired in 2013. In addition, our selling, general and administrative expenses as a percentage of revenues increased due to higher revenues from our United States industrial services segment, which has a higher fixed cost structure than our other reportable segments. Selling, general and administrative expenses for the year ended December 31, 2013 included \$6.1 million of transaction costs associated with the acquisition of RSI. Selling, general and administrative expenses for the year ended December 31, 2013 were reduced by \$6.8 million of income attributable to the reversal of contingent consideration accruals relating to acquisitions made prior to 2013.

Restructuring expenses

Restructuring expenses were \$1.2 million and \$0.6 million for 2014 and 2013, respectively. The 2014 restructuring expenses included \$0.6 million of employee severance obligations and \$0.6 million relating to the termination of leased facilities. The 2013 restructuring expenses included \$0.5 million of employee severance obligations and \$0.1 million relating to the termination of leased facilities. As of December 31, 2014 and 2013, the balance of restructuring related obligations yet to be paid was \$0.3 million and \$0.2 million, respectively. The majority of obligations outstanding as of December 31, 2013 were paid during 2014. The majority of obligations outstanding as of December 31, 2014 will be paid during 2015. No material expenses in connection with restructuring from continuing operations are expected to be incurred during 2015.

Gain on sale of building

On July 22, 2014, we sold a building and land owned by one of our subsidiaries reported in the United States mechanical construction and facilities services segment. We recognized a gain of approximately \$11.7 million on this transaction in the third quarter of 2014, which has been classified as a "Gain on sale of building" in the Consolidated Statements of Operations.

Impairment loss on goodwill and identifiable intangible assets

In conjunction with our 2014 annual impairment test on October 1, we recognized a \$1.5 million non-cash impairment charge related to subsidiary trade names within the United States mechanical construction and facilities services segment and the United States building services segment. The 2014 impairment primarily resulted from lower forecasted revenues from two companies within these segments. No impairment of our identifiable intangible assets was recognized for the year ended December 31, 2013. Additionally, no impairment of our goodwill was recognized for the years ended December 31, 2014 and 2013.

Operating income (loss)

The following table presents by segment our operating income (loss) (gross profit less selling, general and administrative expenses and restructuring expenses), and each segment's operating income (loss) as a percentage of such segment's revenues from unrelated entities, for the years ended December 31, 2014 and 2013 (in thousands, except for percentages):

	2014	% of Segment Revenues	2013	% of Segment Revenues
Operating income (loss):				
United States electrical construction and facilities services	\$90,873	6.9%	\$98,114	7.3%
United States mechanical construction and facilities services	114,418	5.2%	93,765	4.0%
United States building services	15,885	3.3%	8,525	3.7%
United States industrial services	63,159	7.5%	38,763	7.5%
Total United States operations	284,235	5.3%	239,167	5.0%
United Kingdom building services	15,011	4.3%	13,021	3.8%
Corporate administration	(68,576)	—	(69,891)	—
Restructuring expenses	(1,168)	—	(647)	—
Impairment loss on identifiable intangible assets	(1,471)	—	—	—
Gain on sale of building	11,749	—	—	—
Total Worldwide operations	\$289,878	4.5%	\$240,350	3.8%
Other corporate items:				
Interest expense	(70,475)	—	(87,669)	—
Interest income	842	—	1,128	—
Income from continuing operations before income taxes	\$219,245	—	\$153,709	—

As described in more detail below, we had operating income of \$289.9 million for 2014 compared to operating income of \$240.4 million for 2013. Operating margin was 4.5% and 3.8% for 2014 and 2013, respectively. Included within operating income for 2014 was an \$11.7 million gain on the sale of a building, resulting in a 0.2% impact on our consolidated operating margin for 2014. Operating income for 2013 was negatively impacted by aggregate losses of approximately \$24.5 million from one of our subsidiaries at two projects located in the southeastern United States, resulting in a 0.4% impact on our consolidated operating margin for 2013.

Operating income of our United States electrical construction and facilities services segment for the year ended December 31, 2014 was \$90.9 million compared to operating income of \$98.1 million for the year ended December 31, 2013. The decrease in operating income for the year ended December 31, 2014 was primarily the result of a decrease in gross profit attributable to institutional, transportation, manufacturing and water and wastewater construction projects, as well as an increase in selling, general and administrative expenses, mainly attributable to employment costs. This segment was also negatively impacted by project losses incurred from one of our subsidiaries whose operations we are in the process of closing. The decrease in operating margin for the year ended December 31, 2014 was primarily the result of an increase in the ratio of selling, general and administrative expenses to revenues.

Our United States mechanical construction and facilities services segment operating income for the year ended December 31, 2014 was \$114.4 million, a \$20.7 million increase compared to operating income of \$93.8 million for the year ended December 31, 2013. Operating income was favorably impacted by an increase in gross profit from institutional, commercial, healthcare and hospitality construction projects, partially offset by a decrease in gross profit from manufacturing and transportation construction projects. The results for 2014 included the receipt of \$3.0 million from former shareholders of a company we had acquired as a result of the settlement of a claim by us under the acquisition agreement; this payment has been recorded as a reduction of "Cost of sales" in the Consolidated Statements of Operations. The results for 2013 included aggregate losses of approximately \$24.5 million from one of our subsidiaries at two projects located in the southeastern United States, resulting in a 1.1% impact on this segment's operating margin, partially offset by \$6.7 million of income attributable to the reversal of contingent consideration accruals related to acquisitions made prior to 2013. Companies acquired in 2013 generated operating income of \$0.9 million, net of amortization expense of \$0.2 million attributable to identifiable intangible assets, for the year ended December 31, 2014. See "Impact of Acquisitions" discussion above for further information. The increase in operating margin for the year ended December 31, 2014 was attributable to an increase in gross profit margin.

Operating income of our United States building services segment was \$65.9 million and \$67.2 million in 2014 and 2013, respectively. The decrease in operating income was primarily attributable to a decrease in operating income from this segment's: (a) commercial site-based services operations, due to: (i) decreased volume from supplier management contracts and (ii) higher legal costs, including the unfavorable settlement of a legal matter; and (b) energy services operations, due to a reduction of large project work. These decreases were partially offset by an increase in gross profit from this segment's: (a) mobile mechanical services operations, partially due to increased profitability in projects, retrofits and repair services work and (b) government site-based services operations, partially due to the successful close-out of two large long-term joint venture projects and reduced selling, general and administrative expenses. The increase in operating margin for the year ended December 31, 2014 was attributable to an increase in gross profit margin.

Operating income of our United States industrial services segment for the year ended December 31, 2014 increased by \$24.4 million compared to operating income for the year ended December 31, 2013. For the seven months ended July 31, 2014, RSI contributed \$8.4 million of operating income, net of \$8.0 million of amortization expense attributable to identifiable intangible assets. As previously discussed under "Impact of Acquisitions" above, these amounts reflect RSI's operating results in the current reported period only for the time period RSI was not owned by EMCOR in the comparable prior reported period. Operating income also benefited from an increase in demand for this segment's industrial field services. The increase in operating income was partially offset by a reduction in operating income from our industrial shop services operations, which had benefited from exceptionally strong demand during the first quarter of 2013.

Our United Kingdom building services segment's operating income for the year ended December 31, 2014 was \$15.0 million compared to operating income of \$13.0 million for the year ended December 31, 2013. This segment recognized income of \$4.8 million during the second quarter of 2014, which has been recorded as a reduction of "Cost of sales" in the Consolidated Statements of Operations, as a result of a reduction in the estimate of certain accrued contract costs that were no longer expected to be incurred, which was partially offset by a decrease in income from the commercial and transportation markets. The increase in operating margin for the year ended December 31, 2014 was attributable to an increase in gross profit margin and a decrease in the ratio of selling, general and administrative expenses to revenues.

Our corporate administration operating loss was \$68.6 million for 2014 compared to \$69.9 million in 2013. Our corporate administration operating loss for 2013 included \$6.1 million of transaction costs associated with the acquisition of RSI. The benefit of the absence of these transaction costs for 2014 was partially offset by an increase in certain employment costs, such as incentive compensation and employee benefits. Also, our corporate administration operating loss for 2013 was reduced by the receipt of an insurance recovery of approximately \$2.6 million that was received in January 2013 associated with a previously disposed of operation, which is classified as a component of "Cost of sales" in the Consolidated Statements of Operations.

Non-operating items

Interest expense was \$9.1 million and \$8.8 million for 2014 and 2013, respectively. The \$0.3 million increase in interest expense for 2014 compared to 2013 was primarily due to increased borrowings associated with the term loan executed in November 2013.

Interest income was \$0.8 million and \$1.1 million for 2014 and 2013, respectively. The decrease in interest income was primarily related to lower invested cash balances.

For joint ventures that have been accounted for using the consolidation method of accounting, noncontrolling interest represents the allocation of earnings to our joint venture partners who either have a minority-ownership interest in the joint venture or are not at risk for the majority of losses of the joint venture.

Our 2014 income tax provision from continuing operations was \$103.5 million compared to \$82.3 million for 2013. The actual income tax rates on income from continuing operations before income taxes, less amounts attributable to noncontrolling interests, for the years ended December 31, 2014 and 2013, were 37.4% and 35.9%, respectively. The increase in the 2014 income tax provision compared to 2013 was primarily due to the effect of increased income before income taxes and the 2013 reversal of previously unrecognized income tax benefits.

Discontinued operations

Due to recurring losses over the last several years in the construction operations of our United Kingdom segment and our negative assessment of construction market conditions in the United Kingdom for the foreseeable future, we announced during the quarter ended June 30, 2013 our decision to withdraw from the construction market in the United Kingdom. During the third quarter of 2014, we ceased construction operations in the United Kingdom. The results of the construction operations of our United Kingdom segment for all periods are presented in our Consolidated Financial Statements as discontinued operations.

2013 versus 2012

Revenues

As described in more detail below, revenues for 2013 were \$6.3 billion compared to \$6.2 billion for 2012. The increase in revenues for 2013 was primarily attributable to: (a) incremental revenues of approximately \$133.3 million generated by companies acquired in 2013, which are reported in our United States industrial services segment and our United States mechanical construction and facilities services segment and (b) higher revenues from our United States electrical construction and facilities services segment, partially offset by lower revenues from our United Kingdom building services segment and our United States mechanical construction and facilities services segment, excluding the effect of acquisitions in 2013.

The following table presents our revenues for each of our operating segments and the approximate percentages that each segment's revenues were of total revenues for the years ended December 31, 2013 and 2012 (in thousands, except for percentages):

	2013	% of Total	2012	% of Total
Revenues from unrelated entities:				
United States electrical construction and facilities services	\$ 1,345,730	21%	\$ 1,211,809	20%
United States mechanical construction and facilities services	2,329,834	37%	2,386,498	39%
United States building services	1,524,678	28%	1,807,917	30%
United States industrial services	519,413	8%	401,793	6%
Total United States operations	5,986,975	98%	5,807,900	94%
United Kingdom building services	343,552	5%	387,594	6%
Total worldwide operations	\$ 6,330,527	100%	\$ 6,195,494	100%

Revenues of our United States electrical construction and facilities services segment were \$1,345.8 million for the year ended December 31, 2013 compared to revenues of \$1,211.7 million for the year ended December 31, 2012. This increase in revenues was primarily attributable to higher levels of work from commercial, institutional, manufacturing and transportation construction projects, primarily in the Southern California and New York City markets, partially offset by a decrease in revenues from water and wastewater construction projects.

Our United States mechanical construction and facilities services segment revenues for the year ended December 31, 2013 were \$2,329.8 million, a \$56.7 million decrease compared to revenues of \$2,386.5 million for the year ended December 31, 2012. This decrease in revenues was primarily attributable to declines in revenues from institutional, healthcare and water and wastewater construction projects. In addition, this segment's results for 2012 included approximately \$224.0 million of revenues attributable

to a large manufacturing project compared to \$23.1 million of revenues recognized on the same project in 2013. These decreases were partially offset by an increase in revenues from other manufacturing construction projects and incremental revenues of approximately \$9.7 million generated by companies acquired in 2013.

Revenues of our United States building services segment were \$1,795.0 million and \$1,807.9 million in 2013 and 2012, respectively. This decrease in revenues was primarily attributable to a reduction in revenues from our government site-based services and our commercial site-based services, partially offset by an increase in revenues from our energy services and our mobile mechanical services. The decrease in revenues from our government site-based services was primarily due to a reduction in discretionary government project spending and the loss in 2012 of certain maintenance contracts, and the decrease in our commercial site-based services was primarily due to the termination of certain unprofitable contracts. The increase in revenues from our energy services was due to large project work, and the increase in revenues from our mobile mechanical services was due to higher project and services revenues.

Revenues of our United States industrial services segment for the year ended December 31, 2013 increased by \$117.6 million compared to the year ended December 31, 2012. This increase in revenues was primarily due to the \$123.6 million of incremental revenues generated by RSI. Excluding the results of this acquisition, revenues decreased from turnaround and maintenance services work performed compared to revenues in 2012. The results in 2012 benefited from the favorable impact of three large non-recurring turnaround and repair projects.

Our United Kingdom building services segment revenues were \$343.6 million in 2013 compared to \$387.6 million in 2012. This decrease in revenues was attributable to: (a) lower revenues as a result of reduced activity in the commercial and transportation markets and (b) a decrease of \$5.0 million relating to the effect of unfavorable exchange rates for the British pound versus the United States dollar.

Backlog

The following table presents our operating segment backlog from unrelated entities and their respective percentages of total backlog (in thousands, except for percentages):

	December 31, 2013	% of Total	December 31, 2012	% of Total
Backlog:				
United States electrical construction and facilities services	\$ 993,919	30%	\$ 811,910	25%
United States mechanical construction and facilities services	1,325,941	40%	1,357,892	41%
United States building services	81,853	3%	41,382	1%
United States industrial services	94,187	3%	99,532	3%
Total United States operations	\$ 2,495,900	93%	\$ 2,310,716	93%
United Kingdom building services	167,804	5%	170,680	5%
Total worldwide operations	\$ 2,663,704	100%	\$ 2,481,396	100%

Our backlog at December 31, 2013 was \$3.34 billion compared to \$3.30 billion at December 31, 2012. The slight increase in backlog was primarily attributable to an increase in backlog from our United States electrical construction and facilities services segment, partially offset by lower backlog from the remainder of our segments.

Cost of sales and Gross profit

The following table presents cost of sales, gross profit (revenues less cost of sales), and gross profit margin (gross profit as a percentage of revenues) for the years ended December 31, 2013 and 2012 (in thousands, except for percentages):

	2013	2012
Cost of sales	\$ 2,351,381	\$ 2,371,515
Gross profit	\$ 821,646	\$ 803,979
Gross profit margin	24.0%	24.0%

Our gross profit for the year ended December 31, 2013 was \$821.6 million, a \$17.7 million increase compared to the gross profit of \$804.0 million for the year ended December 31, 2012. The increase in gross profit was primarily attributable to: (a) increases in gross profit from our United States building services segment and our United States industrial services segment, excluding the gross profit from a company acquired in 2013, (b) companies acquired in 2013 reported within our United States industrial services segment and our United States mechanical construction and facilities services segment, which contributed approximately \$23.0 million to gross profit, and (c) the receipt of an insurance recovery of approximately \$2.6 million during the first quarter of 2013 associated with a previously disposed of operation, which is classified as a component of "Cost of sales" on the Consolidated Statements of Operations. Gross profit was negatively impacted by a decrease in gross profit from our United States mechanical construction and facilities services segment, as a consequence of aggregate losses of approximately \$24.5 million from one of our subsidiaries at two projects located in the southeastern United States.

Our gross profit margin was 13.0% for both 2013 and 2012. Gross profit margin for the year ended December 31, 2013 increased in our United States building services segment and our United States industrial services segment primarily due to improved project execution and the termination of certain unprofitable contracts. Gross profit margin decreased in all our other reportable segments. Gross profit margin declined in our United States mechanical construction and facilities services segment due to construction contract losses, resulting in a 0.4% impact on consolidated gross profit margin. Gross profit margin in 2013 in our United States electrical construction and facilities services segment declined as 2012 gross profit margin had benefited from the resolution of construction claims, resulting in approximately \$9.5 million of gross profit.

Selling, general and administrative expenses

The following table presents selling, general and administrative expenses, and selling, general and administrative expenses as a percentage of revenues, for the years ended December 31, 2013 and 2012 (in thousands, except for percentages):

	2013	2012
Selling, general and administrative expenses	\$ 580,649	\$ 543,531
Selling, general and administrative expenses as a percentage of revenues	9.2%	8.8%

Our selling, general and administrative expenses for the year ended December 31, 2013 were \$580.6 million, a \$37.1 million increase compared to selling, general and administrative expenses of \$543.5 million for the year ended December 31, 2012. Selling, general and administrative expenses as a percentage of revenues were 9.2% and 8.8% for the years ended December 31, 2013 and 2012, respectively. This increase in selling, general and administrative expenses primarily resulted from: (a) \$21.0 million of expenses directly related to companies acquired in 2013, including amortization expense attributable to identifiable intangible assets of \$5.8 million, (b) \$6.1 million of transaction costs associated with the acquisition of RSI and (c) higher legal and other professional fees. In addition, we recognized for the years ended December 31, 2013 and 2012, respectively, \$6.8 million and \$6.4 million of income attributable to the reversal of contingent consideration accruals relating to acquisitions made prior to 2013.

Restructuring expenses

Restructuring expenses were \$0.6 million and \$0.1 million for 2013 and 2012, respectively. The 2013 restructuring expenses included \$0.5 million of employee severance obligations and \$0.1 million relating to the termination of leased facilities. The 2012 restructuring expenses included \$0.07 million of employee severance obligations and \$0.07 million relating to the termination of leased facilities. As of December 31, 2013 and 2012, the balance of restructuring related obligations yet to be paid was \$0.2 million and \$0.1 million, respectively. The majority of obligations outstanding as of December 31, 2012 were paid during 2013. The majority of obligations outstanding as of December 31, 2013 were paid during 2014.

Impairment loss on goodwill and identifiable intangible assets

Based upon our annual impairment testing as of October 1, 2013 and 2012, no impairment of our goodwill or our identifiable intangible assets was recognized for the years ended December 31, 2013 and 2012, respectively.

Operating income (loss)

The following table presents by segment our operating income (loss) (gross profit less selling, general and administrative expenses and restructuring expenses), and each segment's operating income (loss) as a percentage of such segment's revenues from unrelated entities, for the years ended December 31, 2013 and 2012 (in thousands, except for percentages):

	2013	% of Segment Revenues	2012	% of Segment Revenues
Operating income (loss):				
United States electrical construction and facilities services	\$ 98,114	7.3%	\$ 100,706	8.3%
United States mechanical construction and facilities services	93,765	4.0%	125,261	5.2%
United States building services	67,233	3.7%	43,290	2.4%
United States industrial services	38,763	7.5%	37,241	9.3%
Total United States operations	297,875	5.0%	306,528	5.3%
United Kingdom building services	13,021	3.8%	17,388	4.5%
Corporate administration	(69,891)	—	(63,468)	—
Restructuring expenses	(647)	—	(145)	—
Impairment loss on identifiable intangible assets	—	—	—	—
Total worldwide operations	240,350	3.8%	260,303	4.2%
Other corporate items				
Interest expense	(8,769)		(7,275)	
Interest income	1,128		1,536	
Income from continuing operations before income taxes	<u>\$ 232,709</u>		<u>\$ 254,584</u>	

As described in more detail below, we had operating income of \$240.4 million for 2013 compared to operating income of \$260.3 million for 2012.

Operating income of our United States electrical construction and facilities services segment for the year ended December 31, 2013 was \$98.1 million compared to operating income of \$100.7 million for the year ended December 31, 2012. The decrease in operating income for the year ended December 31, 2013 was primarily the result of a reduction in gross profit from water and wastewater construction projects, partially offset by an increase in gross profit attributable to commercial, institutional and manufacturing construction projects. Operating income in 2012 also benefited from the resolution of construction claims on a water and wastewater project and a healthcare project, resulting in approximately \$9.5 million of gross profit. Selling, general and administrative expenses slightly increased for the year ended December 31, 2013 compared to 2012. The decrease in operating margin for the year ended December 31, 2013 was primarily the result of a decrease in gross profit margin.

Our United States mechanical construction and facilities services segment operating income for the year ended December 31, 2013 was \$93.8 million, a \$31.5 million decrease compared to operating income of \$125.3 million for the year ended December 31, 2012. The results included aggregate losses of approximately \$24.5 million from one of our subsidiaries at two projects located in the southeastern United States, resulting in a 1.1% impact on this segment's operating margin. One of these projects was in progress at the time of acquisition of the subsidiary and was completed in 2014. The other project, which was contracted for post-acquisition, had incurred losses principally due to poor performance by one of our subcontractors on the project. This subcontractor was subsequently replaced, and the project was completed. In addition to the effect of these two projects, operating income in 2012 was favorably impacted by gross profit of \$24.1 million recognized on a large manufacturing project. Companies acquired in 2013 generated operating losses of approximately \$1.0 million, including amortization expense of \$0.1 million attributable to identifiable intangible assets for the year ended December 31, 2013. The decrease in operating income for the year ended December 31, 2013 was partially offset by higher gross profit from commercial construction projects and a decrease in selling, general and administrative expenses primarily due to lower incentive compensation expense. In addition, we recognized for the years ended December 31, 2013 and 2012, respectively, \$6.7 million and \$5.4 million of income attributable to the reversal of contingent consideration accruals relating to acquisitions made prior to 2013. The decrease in operating margin was primarily attributable to a reduction in gross profit margin.

Operating income of our United States building services segment was \$67.2 million and \$43.3 million in 2013 and 2012, respectively. The increase in operating income was primarily attributable to an increase in gross profit from this segment's: (a) commercial site-based services, partially attributable to an increase in revenues from snow removal and the termination of certain unprofitable contracts, (b) mobile mechanical services, partially as a result of greater project and services revenues and improved

job execution, and (c) energy services, as a result of increased gross profits on large project work. The increase in operating income was partially offset by lower gross profit from our government site-based services as a result of a reduction in discretionary government project spending and the loss in 2012 of certain maintenance contracts. Operating income was negatively impacted by an increase in selling, general and administrative expenses, primarily due to: (a) an increase in employee related costs, such as incentive compensation due to improved operating results within certain subsidiaries, and (b) a higher provision for doubtful accounts. The increase in operating margin was primarily the result of an increase in gross profit margin, primarily due to increased margins from our energy services, mobile mechanical services and commercial site-based services operations.

Operating income of our United States industrial services segment for the year ended December 31, 2013 increased by \$1.5 million compared to operating income for the year ended December 31, 2012. RSI contributed \$3.0 million to operating income, net of \$5.7 million of amortization expense attributable to identifiable intangible assets. This increase in operating income was offset by reduced operating income due to a decrease in demand for our turnaround and maintenance services in the refinery market compared to 2012 due to customer scheduling changes. The results of 2012 benefited from the favorable impact of three large non-recurring turnaround and repair projects. The decrease in operating margin was a result of an increase in the ratio of selling, general and administrative expenses to revenues.

Our United Kingdom building services segment's operating income for the year ended December 31, 2013 was \$13.0 million compared to operating income of \$17.4 million for the year ended December 31, 2012. The decrease in operating income for the year ended December 31, 2013 was due to lower volume as a result of reduced project activity. The decrease in operating margin was a result of an increase in the ratio of selling, general and administrative expenses to revenues.

Our corporate administration operating loss was \$69.9 million for 2013 compared to \$63.5 million in 2012. The increase in expenses was primarily due to \$6.1 million of transaction costs associated with the RSI acquisition. Also, included in our corporate administration operating loss for 2013 was the receipt of an insurance recovery during our first quarter of approximately \$2.6 million associated with a previously disposed of operation, which is classified as a component of "Cost of sales" on the Consolidated Statements of Operations.

Non-operating items

Interest expense was \$8.8 million and \$7.3 million for 2013 and 2012, respectively. The \$1.5 million increase in interest expense for 2013 compared to 2012 was primarily due to increased borrowings as a result of our acquisition of RSI and the acceleration of expense for debt issuance costs associated with the amendment and restatement of our 2011 Credit Agreement (referred to below).

Interest income was \$1.1 million and \$1.6 million for 2013 and 2012, respectively. The decrease in interest income was primarily related to lower invested cash balances.

For joint ventures that have been accounted for using the consolidation method of accounting, noncontrolling interest represents the allocation of earnings to our joint venture partners who either have a minority-ownership interest in the joint venture or are not at risk for the majority of losses of the joint venture.

Our 2013 income tax provision from continuing operations was \$82.3 million compared to \$97.9 million for 2012. The actual income tax rates on income from continuing operations before income taxes, less amounts attributable to noncontrolling interests, for the years ended December 31, 2013 and 2012, were 35.9% and 38.8%, respectively. The decrease in the 2013 income tax provision compared to 2012 was primarily due to the effect of reduced income before income taxes, the effect of a change in the United Kingdom statutory tax rate, a change in the mix of earnings among various jurisdictions and the 2013 reversal of reserves for previously unrecognized income tax benefits.

Liquidity and Capital Resources

The following table presents net cash provided by (used in) operating activities, investing activities and financing activities for the years ended December 31, 2014, 2013 and 2012 (in thousands):

	2014	2013	2012
Net cash provided by operating activities	\$ 246,657	\$ 150,069	\$ 184,408
Net cash used in investing activities	\$ (21,668)	\$ (483,422)	\$ (42,546)
Net cash (used in) provided by financing activities	\$ (229,950)	\$ 167,011	\$ (50,587)
Effect of exchange rate changes on cash and cash equivalents	\$ (2,796)	\$ 832	\$ 2,706

Our consolidated cash balance decreased by approximately \$7.8 million from \$439.8 million at December 31, 2013 to \$432.1 million at December 31, 2014. Net cash provided by operating activities for 2014 was \$246.7 million compared to \$150.1 million of net cash provided by operating activities for 2013. The increase in cash provided by operating activities was primarily due to: (a) a \$46.1 million increase in net income, (b) a \$30.6 million decrease in our accounts receivable balances and (c) a \$16.0 million reduction in income taxes paid, partially offset by a \$12.2 million decrease in accounts payable. Net cash used in investing activities was \$21.7 million for 2014 compared to net cash used in investing activities of \$483.4 million for 2013. The decrease in cash used in investing activities was primarily due to the reduction in payments for acquisitions of businesses. Net cash used in financing activities for 2014 increased by approximately \$397.0 million compared to 2013. The increase in net cash used in financing activities was primarily due to an increase of \$175.9 million in funds used for the repurchase of common stock, repayment of long-term debt, and payment of regular quarterly dividends to stockholders, partially offset by an increase in proceeds from the exercise of stock options. Cash flows from discontinued operations were immaterial and are not expected to significantly affect future liquidity.

Our consolidated cash balance decreased by approximately \$165.5 million from \$605.3 million at December 31, 2012 to \$439.8 million at December 31, 2013. Net cash provided by operating activities for 2013 was \$150.1 million compared to \$184.4 million in net cash provided by operating activities for 2012. The decrease in net cash provided by operating activities, excluding the effect of businesses acquired, was primarily due to: (a) a \$32.2 million reduction in other accrued expenses, primarily due to a reduction in federal taxes payable, (b) a \$21.5 million reduction in net income and (c) an \$18.3 million reduction in accounts payable, partially offset by a \$38.4 million increase in net over-billings, related to the timing of customer billings and payments. Net cash used in investing activities was \$483.4 million for 2013 compared to net cash used in investing activities of \$42.5 million for 2012. The increase in net cash used in investing activities was primarily due to a \$435.9 million increase in payments for acquisitions of businesses. Net cash provided by financing activities for 2013 increased by approximately \$217.6 million compared to 2012. The increase in net cash provided by financing activities was primarily due to \$350.0 million of long-term debt incurred and a \$22.0 million decrease in dividends paid to stockholders, partially offset by a \$150.0 million net repayment of our revolving credit facility.

The following is a summary of material contractual obligations and other commercial commitments (in millions):

Contractual Obligations	Payments Due by Period				
	Total	Less than 1 year	1-3 years	3-5 years	After 5 years
Term loan (including interest currently at 1.42%) ⁽¹⁾	\$ 340.4	\$ 27.2	\$ 43.0	\$ 283.6	\$ —
Capital lease obligations	3.0	1.6	1.3	0.1	—
Operating leases	194.3	56.7	77.1	35.8	25.0
Open purchase obligations ⁽²⁾	822.9	708.6	102.9	11.4	—
Other long-term obligations, including current portion ⁽³⁾	33.7	40.8	301.5	1.7	—
Liabilities related to uncertain income tax positions	5.5	3.5	1.8	0.2	—
Total Contractual Obligations	\$ 1,729.8	\$ 838.1	\$ 528.2	\$ 332.6	\$ 25.0

	Amount of Commitment Expirations by Period				
	Total Amounts Committed	Less than 1 year	1-3 years	3-5 years	After 5 years
Other Commercial Commitments					
Letters of credit	\$ 387	\$ 948	\$ 109		

- (1) On November 25, 2013, we entered into a \$750.0 million revolving credit facility (the "2013 Revolving Credit Facility") and a \$350.0 million term loan (the "Term Loan"), (collectively referred to as the "2013 Credit Agreement"). The proceeds of the Term Loan were used to repay amounts drawn under our previous credit agreement. As of December 31, 2014, the amount outstanding under the Term Loan was \$332.5 million.
- (2) Represents open purchase orders for material and subcontracting costs related to construction and service contracts. These purchase orders are not reflected in our consolidated balance sheets and should not impact future cash flows, as amounts should be recovered through customer billings.
- (3) Represents primarily insurance related liabilities and liabilities for deferred income taxes, incentive compensation and earn-out arrangements, classified as other long-term liabilities in the consolidated balance sheets. Cash payments for insurance related liabilities may be payable beyond three years, but it is not practical to estimate these payments. We provide funding to our post retirement plans based on at least the minimum funding required by applicable regulations. In determining the minimum required funding, we utilize current actuarial assumptions and exchange rates to forecast estimates of amounts that may be payable for up to five years in the future. In our judgment, minimum funding estimates beyond a five year time horizon cannot be reliably estimated, and therefore, have not been included in the table.

Until November 25, 2013, we had a revolving credit agreement (the "2011 Credit Agreement") as amended, which provided for a revolving credit facility of \$750.0 million. The 2011 Credit Agreement was effective November 21, 2011. Effective November 25, 2013, we amended and restated the 2011 Credit Agreement to provide for a \$750.0 million revolving credit facility (the "2013 Revolving Credit Facility") and a \$350.0 million term loan (the "Term Loan") (collectively referred to as the "2013 Credit Agreement") expiring November 25, 2018. The proceeds of the Term Loan were used to repay amounts drawn under the 2011 Credit Agreement. We may increase the 2013 Revolving Credit Facility to \$1.05 billion if additional lenders are identified and/or existing lenders are willing to increase their current commitments. We may allocate up to \$250.0 million of available borrowings under the 2013 Revolving Credit Facility to letters of credit for our account or for the account of our subsidiaries. The 2013 Revolving Credit Agreement is guaranteed by most of our direct and indirect subsidiaries and is secured by substantially all of our assets and most of the assets of most of our subsidiaries. The 2013 Revolving Credit Facility and the Term Loan contain various covenants providing for, among other things, maintenance of certain financial ratios and certain limitations on payment of dividends, common stock repurchases, investments, acquisitions, indebtedness and capital expenditures. A commitment fee is payable on the average daily unused amount under the 2013 Revolving Credit Facility, which ranges from 0.20% to 0.30%, based on certain financial tests. The fee was 0.20% of the unused amount as of December 31, 2014. Borrowings under the 2013 Revolving Credit Facility and the Term Loan bear interest at (1) a rate which is the prime commercial lending rate announced by Bank of Montreal from time to time (3.25% at December 31, 2014) plus 0.25% to 0.75%, based on certain financial tests or (2) United States dollar LIBOR (0.17% at December 31, 2014) plus 1.25% to 1.75%, based on certain financial tests. The interest rate in effect at December 31, 2014 was 1.42%. Fees for letters of credit issued under the 2013 Revolving Credit Facility range from 1.25% to 1.75% of the respective face amounts of outstanding letters of credit and are charged based on certain financial tests. We capitalized approximately \$3.0 million of debt issuance costs associated with the 2013 Credit Agreement. This amount is being amortized over the life of the agreement and is included as part of interest expense. We are required to make principal payments on the Term Loan in installments on the last day of March, June, September and December of each year, commencing with the calendar quarter ended March 31, 2014, in the amount of \$4.4 million, with a final payment of all unpaid principal and interest due and payable on November 25, 2018. As of December 31, 2014, the balance on the Term Loan was \$332.5 million. As of December 31, 2014 and December 31, 2013, we had approximately \$95.5 million and \$83.3 million of letters of credit outstanding, respectively. There were no borrowings outstanding under the 2013 Revolving Credit Facility as of December 31, 2014 and December 31, 2013.

The terms of our construction contracts frequently require that we obtain from surety companies ("Surety Companies") and provide to our customers payment and performance bonds ("Surety Bonds") as a condition to the award of such contracts. The Surety Bonds secure our payment and performance obligations under such contracts, and we have agreed to indemnify the Surety Companies for amounts, if any, paid by them in respect of Surety Bonds issued on our behalf. In addition, at the request of labor unions representing certain of our employees, Surety Bonds are sometimes provided to secure obligations for wages and benefits payable to or for such employees. Public sector contracts require Surety Bonds more frequently than private sector contracts, and

accordingly, our bonding requirements typically increase as the amount of public sector work increases. As of December 31, 2014, based on our percentage-of-completion of our projects covered by Surety Bonds, our aggregate estimated exposure, assuming defaults on all our then existing contractual obligations, was approximately \$1.1 billion. The Surety Bonds are issued by Surety Companies in return for premiums, which vary depending on the size and type of bond.

From time to time, we discuss with our current and other Surety Bond providers the amounts of Surety Bonds that may be available to us based on our financial strength and the absence of any default by us on any Surety Bond issued on our behalf and believe those amounts are adequate for our needs. However, if we experience changes in our bonding relationships or if there are adverse changes in the surety industry, we may seek to satisfy certain customer requests for Surety Bonds by posting other forms of collateral in lieu of Surety Bonds such as letters of credit, parent company guarantees or cash, seeking to convince customers to forego the requirement for Surety Bonds, by increasing our activities in our business segments that rarely require Surety Bonds such as our building and industrial services segments, and/or by refraining from bidding for certain projects that require Surety Bonds. There can be no assurance that we would be able to effectuate alternatives to providing Surety Bonds to our customers or to obtain, on favorable terms, sufficient additional work that does not require Surety Bonds to replace projects requiring Surety Bonds that we may decide not to pursue. Accordingly, if we were to experience a reduction in the availability of Surety Bonds, we could experience a material adverse effect on our financial position, results of operations and/or cash flows.

Occasionally in the ordinary course of business, we guarantee obligations of our subsidiaries under certain contracts. Generally, we are liable under such an arrangement only if our subsidiary fails to perform its obligations under the contract. Historically, we have not incurred any substantial liabilities as a consequence of these guarantees.

We do not have any other material financial guarantees or off-balance sheet arrangements other than those disclosed herein.

We are a party to lawsuits and other proceedings in which other parties seek to recover from us amounts ranging from a few thousand dollars to over \$10.0 million. We do not believe that any such matters will have a materially adverse effect on our financial position, results of operations or liquidity.

On September 26, 2011, our Board of Directors authorized us to repurchase up to \$100.0 million of our outstanding common stock. On December 5, 2013 and October 23, 2014, our Board of Directors authorized us to repurchase up to an additional \$100.0 million and \$250.0 million of our outstanding common stock, respectively. During 2014, we repurchased approximately 4.8 million shares of our common stock for approximately \$206.0 million. Since the inception of the repurchase programs through December 31, 2014, we have repurchased 7.6 million shares of our common stock for approximately \$283.5 million. As of December 31, 2014, there remained authorization for us to repurchase approximately \$166.5 million of our shares. The repurchase programs do not obligate the Company to acquire any particular amount of common stock and may be suspended, recommenced or discontinued at any time or from time to time without prior notice. Repurchases may be made from time to time to the extent permitted by securities laws and other legal requirements, including provisions in our credit agreement placing limitations on such repurchases. The repurchase programs have been and will be funded from our operations.

We have paid quarterly dividends since October 25, 2011. At the December 7, 2012 meeting of our Board of Directors, the regular quarterly dividend that would have been paid in January 2013 was declared, its amount increased to \$0.06 per share and the payment date accelerated to December 28, 2012. During 2013, we paid a regular quarterly dividend of \$0.06 per share in the second, third and fourth quarters of 2013. In December 2013, our Board of Directors announced its intention to increase our regular quarterly dividend to \$0.08 per share commencing with the dividend to be paid in the first quarter of 2014, and that dividend was paid in each of the four quarters of 2014. We expect that such quarterly dividends will be paid in the foreseeable future. Our 2013 Credit Agreement places limitations on the payment of dividends on our common stock. However, we do not believe that the terms of this agreement currently materially limit our ability to pay a quarterly dividend of \$0.08 per share for the foreseeable future. The payment of dividends has been and will be funded from our operations.

Our primary source of liquidity has been, and is expected to continue to be, cash generated by operating activities. We also maintain our 2013 Revolving Credit Facility that may be utilized, among other things, to meet short-term liquidity needs in the event cash generated by operating activities is insufficient or to enable us to seize opportunities to participate in joint ventures or to make acquisitions that may require access to cash on short notice or for any other reason. However, negative macroeconomic trends may have an adverse effect on liquidity. Short-term liquidity is also impacted by the type and length of construction contracts in place and large turnaround activities in our United States industrial services segment that are billed in arrears pursuant to contractual terms that are standard within this industry. During economic downturns, there have been typically fewer small discretionary projects from the private sector, and our competitors have aggressively bid larger long-term infrastructure and public sector contracts. Performance of long duration contracts typically requires greater amounts of working capital. While we strive to maintain a net over-billed position with our customers, there can be no assurance that a net over-billed position can be maintained. Our net over-billings, defined as the balance sheet accounts "Billings in excess of costs and estimated earnings on uncompleted contracts" less "Cost and estimated earnings in excess of billings on uncompleted contracts", were \$265.4 million and \$290.6 million as of December 31, 2014 and 2013, respectively.

Long-term liquidity requirements can be expected to be met initially through cash generated from operating activities and our 2013 Revolving Credit Facility. Based upon our current credit ratings and financial position, we can reasonably expect to be able to incur long-term debt to fund acquisitions. Over the long term, our primary revenue risk factor continues to be the level of demand for non-residential construction services and building and industrial services, which is influenced by macroeconomic trends including interest rates and governmental economic policy. In addition, our ability to perform work is critical to meeting long-term liquidity requirements.

We believe that our current cash balances and our borrowing capacity available under our 2013 Revolving Credit Facility or other forms of financing available to us through borrowings, combined with cash expected to be generated from operations, will be sufficient to provide our short-term and foreseeable long-term liquidity and meet our expected capital expenditure requirements.

Certain Insurance Matters

As of December 31, 2014 and 2013, we utilized approximately \$94.6 million and \$83.3 million, respectively, of letters of credit obtained under our 2013 Revolving Credit Facility as collateral for insurance obligations.

New Accounting Pronouncements

We review new accounting standards to determine the expected financial impact, if any, that the adoption of such standards will have. See Note 2 - Summary of Significant Accounting Policies of the notes to consolidated financial statements included in Item 8. Financial Statements and Supplementary Data for further information regarding new accounting standards, including the anticipated dates of adoption and the effects on our consolidated financial position, results of operations or liquidity.

Application of Critical Accounting Policies

Our consolidated financial statements are based on the application of significant accounting policies, which require management to make significant estimates and assumptions. Our significant accounting policies are described in Note 2 - Summary of Significant Accounting Policies of the notes to consolidated financial statements included in Item 8. Financial Statements and Supplementary Data of this Form 10-K. We believe that some of the more critical judgment areas in the application of accounting policies that affect our financial condition and results of operations are the impact of changes in the estimates and judgments pertaining to: (a) revenue recognition from (i) long-term construction contracts for which the percentage-of-completion method of accounting is used and (ii) services contracts; (b) collectibility or valuation of accounts receivable; (c) insurance liabilities; (d) income taxes; and (e) goodwill and identifiable intangible assets.

Revenue Recognition from Long-term Construction Contracts and Services Contracts

We believe our most critical accounting policy is revenue recognition from long-term construction contracts for which we use the percentage-of-completion method of accounting. Percentage-of-completion accounting is the prescribed method of accounting for long-term contracts in accordance with Accounting Standards Codification ("ASC") Topic 605-35, "Revenue Recognition-Construction-Type and Production-Type Contracts", and, accordingly, is the method used for revenue recognition within our industry. Percentage-of-completion is measured principally by the percentage of costs incurred to date for each contract to the estimated total costs for such contract at completion. Certain of our electrical contracting business units measure percentage-of-completion by the percentage of labor costs incurred to date for each contract to the estimated total labor costs for such contract. Pre-contract costs from our construction projects are generally expensed as incurred. Application of percentage-of-completion accounting results in the recognition of costs and estimated earnings in excess of billings on uncompleted contracts in our Consolidated Balance Sheets. Costs and estimated earnings in excess of billings on uncompleted contracts reflected in the Consolidated Balance Sheets arise when revenues have been recognized but the amounts cannot be billed under the terms of contracts. Such amounts are recoverable from customers based upon various measures of performance, including achievement of certain milestones, completion of specified units or completion of a contract.

Costs and estimated earnings in excess of billings on uncompleted contracts also include amounts we seek or will seek to collect from customers or others for errors or changes in contract specifications or design, contract change orders in dispute or unapproved as to both scope and price or other customer-related causes of unanticipated additional contract costs (claims and unapproved change orders). Such amounts are recorded at estimated net realizable value and take into account factors that may affect our ability to bill and ultimately collect unbilled revenues. The profit associated with claim amounts is not recognized until the claim has been settled and payment has been received. There was no significant profit recognized from settlements or payment of claims in 2014 and 2013. As of December 31, 2014 and 2013, costs and estimated earnings in excess of billings on uncompleted contracts included unbilled revenues for unapproved change orders of approximately \$18.8 million and \$19.2 million, respectively, and claims of approximately \$3.0 million and \$0.4 million, respectively. In addition, accounts receivable as of December 31, 2014 and 2013 included claims of approximately \$2.3 million and \$2.9 million, respectively. In addition, there are contractually billed amounts and retention related to such contracts of approximately \$54.0 million and \$56.1 million as of December 31, 2014 and

2013, respectively. Generally, contractually billed amounts will not be paid by the customer to us until final resolution of related claims. Due to uncertainties inherent in estimates employed in applying percentage-of-completion accounting, estimates may be revised as project work progresses. Application of percentage-of-completion accounting requires that the impact of revised estimates be reported prospectively in the consolidated financial statements. In addition to revenue recognition for long-term construction contracts, we recognize revenues from the performance of services for maintenance, repair and retrofit work consistent with the performance of the services, which are generally on a pro-rata basis over the life of the contractual arrangement. Expenses related to all services arrangements are recognized as incurred. Revenues related to the engineering, manufacturing and repairing of shell and tube heat exchangers are recognized when the product is shipped and all other revenue recognition criteria have been met. Costs related to this work are included in inventory until the product is shipped. Provisions for the entirety of estimated losses on contracts are made in the period in which such losses are determined. During 2013, we recognized aggregate losses of approximately \$24.5 million associated with two contracts within the United States mechanical construction and facilities services segment as a result of a change in contract estimates. There were no significant losses recognized in 2014.

Accounts Receivable

We are required to estimate the collectibility of accounts receivable. A considerable amount of judgment is required in assessing the likelihood of realization of receivables. Relevant assessment factors include the creditworthiness of the customer, our prior collection history with the customer and related aging of past due balances. The provision for doubtful accounts during 2014, 2013 and 2012 amounted to approximately \$2.9 million, \$3.5 million and \$1.2 million, respectively. At December 31, 2014 and 2013, our accounts receivable of \$1,234.2 million and \$1,268.2 million, respectively, included allowances for doubtful accounts of \$10.4 million and \$11.9 million, respectively. The decrease in our allowance for doubtful accounts was primarily due to the write-off of accounts receivable against the allowance for doubtful accounts. Specific accounts receivable are evaluated when we believe a customer may not be able to meet its financial obligations due to deterioration of its financial condition or its credit ratings. The allowance for doubtful accounts requirements are based on the best facts available and are re-evaluated and adjusted on a regular basis as additional information is received.

Insurance Liabilities

We have loss payment deductibles for certain workers' compensation, automobile liability, general liability and property claims, have self-insured retentions for certain other casualty claims and are self-insured for employee-related health care claims. Losses are recorded based upon estimates of our liability for claims incurred and for claims incurred but not reported. The liabilities are derived from known facts, historical trends and industry averages utilizing the assistance of an actuary to determine the best estimate for the majority of these obligations. We believe the liabilities recognized on our balance sheets for these obligations are adequate. However, such obligations are difficult to assess and estimate due to numerous factors, including severity of injury, determination of liability in proportion to other parties, timely reporting of occurrences and effectiveness of safety and risk management programs. Therefore, if our actual experience differs from the assumptions and estimates used for recording the liabilities, adjustments may be required and will be recorded in the period that the experience becomes known. Our estimated insurance liabilities for workers' compensation, automobile liability, general liability and property claims decreased by \$6.9 million for the year ended December 31, 2014 compared to the year ended December 31, 2013, primarily due to a reduction in estimated losses as a result of favorable claims experience. If our estimated insurance liabilities for workers' compensation, automobile liability, general liability and property claims were to increase by 10%, it would have resulted in \$13.5 million of additional expense for the year ended December 31, 2014.

Income Taxes

We had net deferred income tax liabilities at December 31, 2014 and 2013 of \$127.8 million and \$126.8 million, respectively, primarily resulting from differences between the carrying value and income tax basis of certain identifiable intangible assets and depreciable fixed assets, which will impact our taxable income in future periods. Included within our net deferred income tax liabilities are \$114.2 million and \$117.1 million of deferred income tax assets as of December 31, 2014 and 2013, respectively. A valuation allowance is required when it is more likely than not that all or a portion of a deferred income tax asset will not be realized. As of December 31, 2014 and 2013, the total valuation allowance on deferred income tax assets, related solely to state net operating carryforwards, was approximately \$2.0 million and \$2.2 million, respectively. We have determined that as of December 31, 2014, a valuation allowance was not required on any of the remaining deferred tax assets because of significant deferred tax liabilities, exclusive of the deferred tax liabilities related to indefinite-lived intangible assets, and projected future income.

Goodwill and Identifiable Intangible Assets

As of December 31, 2014, we had \$834.1 million and \$502.1 million, respectively, of goodwill and net identifiable intangible assets (primarily consisting of our contract backlog, developed technology/vendor network, customer relationships, non-competition agreements and trade names), primarily arising out of the acquisition of companies. As of December 31, 2013,

goodwill and net identifiable intangible assets were \$834.8 million and \$541.5 million, respectively. The changes to goodwill since December 31, 2013 were primarily related to the sale of a subsidiary in January 2014 and finalization of the purchase price allocation for an acquisition made in 2013. The determination of related estimated useful lives for identifiable intangible assets and whether those assets are impaired involves significant judgments based upon short and long-term projections of future performance. These forecasts reflect assumptions regarding the ability to successfully integrate acquired companies, as well as macroeconomic conditions. ASC Topic 350, "Intangibles-Goodwill and Other" ("ASC 350") requires goodwill and other identifiable intangible assets with indefinite useful lives not be amortized, but instead tested at least annually for impairment (which we test each October 1, absent any impairment indicators), and be written down if impaired. ASC 350 requires that goodwill be allocated to its respective reporting unit and that identifiable intangible assets with finite lives be amortized over their useful lives.

We test for impairment of our goodwill at the reporting unit level. Our reporting units are consistent with the reportable segments identified in Note 17, "Segment Information", of the notes to consolidated financial statements included in Item 8: Financial Statements and Supplementary Data. In assessing whether our goodwill is impaired, we utilize the two-step process as prescribed by ASC 350. The first step of this test compares the fair value of the reporting unit, determined based upon discounted estimated future cash flows, to the carrying amount, including goodwill. If the fair value exceeds the carrying amount, no further work is required and no impairment loss is recognized. If the carrying amount of the reporting unit exceeds the fair value, the goodwill of the reporting unit is potentially impaired and step two of the goodwill impairment test would need to be performed to measure the amount of an impairment loss, if any. In the second step, the impairment is computed by comparing the implied fair value of the reporting unit's goodwill with the carrying amount of the goodwill. If the carrying amount of the reporting unit's goodwill is greater than the implied fair value of its goodwill, an impairment loss in the amount of the excess is recognized and charged to operations. The weighted average cost of capital used in our annual testing for impairment as of October 1, 2014 was 12.2%, 12.8% and 11.2% for our domestic construction segments, our United States building services segment and our United States industrial services segment, respectively. The perpetual growth rate used for our annual testing was 2.7% for all of our domestic segments. Unfavorable changes in these key assumptions may affect future testing results and cause us to fail step one of the goodwill impairment testing process. For example, keeping all other assumptions constant, a 50 basis point increase in the weighted average costs of capital would cause the estimated fair value of our United States industrial services segment to approach its carrying value. A 50 basis point increase in the weighted average costs of capital would not significantly reduce the excess of the estimated fair value compared to the carrying value for any of our other domestic segments. In addition, keeping all other assumptions constant, a 50 basis point reduction in the perpetual growth rate would not significantly reduce the excess of the estimated fair value compared to the carrying value for any of our domestic segments. For the years ended December 31, 2014, 2013 and 2012, no impairment of our goodwill was recognized.

As of December 31, 2014, we had \$834.1 million of goodwill on our balance sheet and, of this amount, approximately 46.1% relates to our United States industrial services segment, approximately 27.4% relates to our United States building services segment, approximately 26.0% relates to our United States mechanical construction and facilities services segment and approximately 0.5% relates to our United States electrical construction and facilities services segment. As of the date of our latest impairment test, the carrying values of our United States industrial services, United States building services, United States mechanical construction and facilities services and United States electrical construction and facilities services segments were approximately \$748.1 million, \$474.3 million, \$261.4 million and \$60.4 million, respectively. The fair values of our United States industrial services, United States building services, United States mechanical construction and facilities services and United States electrical construction and facilities services segments exceeded their carrying values by approximately \$48.7 million, \$129.7 million, \$598.0 million and \$523.2 million, respectively.

We also test for the impairment of trade names that are not subject to amortization by calculating the fair value using the "relief from royalty payments" methodology. This approach involves two steps: (a) estimating reasonable royalty rates for each trade name and (b) applying these royalty rates to a net revenue stream and discounting the resulting cash flows to determine fair value. This fair value is then compared with the carrying value of each trade name. If the carrying amount of the trade name is greater than the implied fair value of the trade name, an impairment in the amount of the excess is recognized and charged to operations. The annual impairment review of our trade names for the year ended December 31, 2014 resulted in a \$1.5 million non-cash impairment charge as a result of a change in the fair value of subsidiary trade names associated with certain prior acquisitions reported within our United States mechanical construction and facilities services segment and our United States building services segment. For the years ended December 31, 2013 and 2012, no impairment of our trade names was recognized.

In addition, we review for the impairment of other identifiable intangible assets that are being amortized whenever facts and circumstances indicate that their carrying values may not be fully recoverable. This test compares their carrying values to the undiscounted pre-tax cash flows expected to result from the use of the assets. If the assets are impaired, the assets are written down to their fair values, generally determined based on their future discounted cash flows. For the years ended December 31, 2014, 2013 and 2012, no impairment of our other identifiable intangible assets was recognized.

We have certain businesses, particularly within our United States industrial services segment, whose results are highly impacted by the demand for some of our offerings within the industrial and oil and gas markets. Future performance of this segment, along with a continued evaluation of the conditions of its end user markets, will be important to ongoing impairment assessments. Prolonged volatility in crude oil prices may have a negative impact on future fair value assessments of this segment. Should its actual results suffer a decline or expected future results be revised downward, the risk of goodwill impairment or impairment of other identifiable intangible assets would increase.

Our development of the present value of future cash flow projections used in impairment testing is based upon assumptions and estimates by management from a review of our operating results, business plans, anticipated growth rates and margins and weighted average cost of capital, among others. Those assumptions and estimates can change in future periods, and other factors used in assessing fair value are outside the control of management, such as interest rates. There can be no assurances that estimates and assumptions made for purposes of our goodwill and identifiable intangible asset impairment testing will prove to be accurate predictions of the future. If our assumptions regarding future business performance or anticipated growth rates and/or margins are not achieved, or there is a rise in interest rates, we may be required to record further goodwill and/or identifiable intangible asset impairment charges in future periods. It is not possible at this time to determine if any such future impairment charge would result or, if it does, whether such a charge would be material.

ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

We have not used any derivative financial instruments during the years ended December 31, 2014 and 2013, including trading or speculating on changes in interest rates or commodity prices of materials used in our business.

We are exposed to market risk for changes in interest rates for borrowings under the 2013 Credit Agreement, which provides for a revolving credit facility and a term loan. Borrowings under the 2013 Credit Agreement bear interest at variable rates. For further information on borrowing rates and interest rate sensitivity, refer to the Liquidity and Capital Resources discussion in Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations. As of December 31, 2014, there were no borrowings outstanding under the revolving credit facility and the balance on the term loan was \$332.5 million. Based on the \$332.5 million borrowings outstanding under the 2013 Credit Agreement, if overall interest rates were to increase by 25 basis points, interest expense, net of income taxes, would increase by approximately \$0.5 million in the next twelve months. Conversely, if overall interest rates were to decrease by 25 basis points, interest expense, net of income taxes, would decrease by approximately \$0.5 million in the next twelve months.

We are also exposed to construction market risk and its potential related impact on accounts receivable or costs and estimated earnings in excess of billings on uncompleted contracts. The amounts recorded may be at risk if our customers' ability to pay these obligations is negatively impacted by economic conditions. We continually monitor the creditworthiness of our customers and maintain on-going discussions with customers regarding contract status with respect to change orders and billing terms. Therefore, we believe we take appropriate action to manage market and other risks, but there is no assurance that we will be able to reasonably identify all risks with respect to collectibility of these assets. See also the previous discussions of Revenue Recognition from Long-term Construction Contracts and Services Contracts and Accounts Receivable under Application of Critical Accounting Policies in Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations.

Amounts invested in our foreign operations are translated into U.S. dollars at the exchange rates in effect at year end. The resulting translation adjustments are recorded as accumulated other comprehensive (loss) income, a component of equity, in our Consolidated Balance Sheets. We believe the exposure to the effects that fluctuating foreign currencies may have on our consolidated results of operations is limited because the foreign operations primarily invoice customers and collect obligations in their respective local currencies. Additionally, expenses associated with these transactions are generally contracted and paid for in their same local currencies.

In addition, we are exposed to market risk of fluctuations in certain commodity prices of materials, such as copper and steel, which are used as components of supplies or materials utilized in our construction and building and industrial services operations. We are also exposed to increases in energy prices, particularly as they relate to gasoline prices for our fleet of over 8,500 vehicles. While we believe we can increase our prices to adjust for some price increases in commodities, there can be no assurance that price increases of commodities, if they were to occur, would be recoverable. Additionally, our fixed price contracts do not allow us to adjust our prices and, as a result, increases in material or fuel costs could reduce our profitability with respect to projects in progress.

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

EMCOR Group, Inc. and Subsidiaries CONSOLIDATED BALANCE SHEETS (In thousands, except share and per share data)

	December 31, 2014	December 31, 2013
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 492,056	\$ 439,415
Accounts receivable, less allowance for doubtful accounts of \$10,424 and \$11,890, respectively	1,234,187	1,268,226
Costs and estimated earnings in excess of billings on uncompleted contracts	103,201	90,737
Inventories	46,854	52,123
Prepaid expenses and other	70,305	79,316
Total current assets	1,886,603	1,930,105
Investments, notes and other long-term receivables	9,122	6,799
Property, plant and equipment, net	122,178	123,414
Goodwill	839,102	804,345
Identifiable intangible assets, net	502,060	541,497
Other assets	34,902	30,275
Total assets	\$ 3,388,967	\$ 3,465,915
LIABILITIES AND EQUITY		
Current liabilities:		
Borrowings under revolving credit facility	\$ -	\$ -
Current maturities of long-term debt and capital lease obligations	19,041	19,332
Accounts payable	460,728	487,748
Billings in excess of costs and estimated earnings on uncompleted contracts	368,555	381,295
Accrued payroll and benefits	248,854	277,779
Other accrued expenses and liabilities	189,489	172,599
Total current liabilities	1,028,217	1,298,743
Long-term debt and capital lease obligations	316,399	335,331
Other long-term obligations	359,764	352,213
Total liabilities	1,959,580	1,986,289
Equity:		
EMCOR Group, Inc. stockholders' equity:		
Preferred stock, \$0.01 par value, 1,000,000 shares authorized, zero issued and outstanding	-	-
Common stock, \$0.01 par value, 200,000,000 shares authorized, 63,641,070 and 67,627,359 shares issued, respectively	636	676
Capital surplus	227,885	408,083
Accumulated other comprehensive loss	(83,197)	(65,777)
Retained earnings	1,280,991	1,135,473
Treasury stock, at cost 659,841 and 730,841 shares, respectively	(10,302)	(10,590)
Total EMCOR Group, Inc. stockholders' equity	1,416,013	1,466,265
Noncontrolling interests	13,374	13,361
Total equity	1,429,387	1,479,626
Total liabilities and equity	\$ 3,388,967	\$ 3,465,915

The accompanying notes to consolidated financial statements are an integral part of these statements.

EMCOR Group, Inc. and Subsidiaries
CONSOLIDATED STATEMENTS OF OPERATIONS
For The Years Ended December 31,
(In thousands, except per share data)

	2014	2013	2012
Revenues	\$ 6,424,965	\$ 6,333,527	\$ 6,195,494
Cost of sales	5,517,719	5,511,881	5,391,515
Gross profit	907,246	821,646	803,979
Selling, general and administrative expenses	626,478	580,649	543,531
Restructuring expenses	1,168	647	145
Impairment loss on identifiable intangible assets	1,471	—	—
Gain on sale of building	11,749	—	—
Operating income	289,878	240,350	260,303
Interest expense	(9,073)	(8,769)	(7,275)
Interest income	842	1,128	1,556
Income from continuing operations before income taxes	281,645	232,709	254,584
Income tax provision	103,528	82,286	97,894
Income from continuing operations	178,117	150,423	156,690
Loss from discontinued operation, net of income taxes	(4,690)	(23,069)	(7,804)
Net income including noncontrolling interests	173,427	127,354	148,886
Less: Net income attributable to noncontrolling interests	(4,763)	(3,562)	(2,302)
Net income attributable to EMCOR Group, Inc.	\$ 168,664	\$ 123,792	\$ 146,584

Basic earnings (loss) per common share:

From continuing operations attributable to EMCOR Group, Inc. common stockholders	\$ 2.61	\$ 2.19	\$ 2.33
From discontinued operation	(0.07)	(0.34)	(0.12)
Net income attributable to EMCOR Group, Inc. common stockholders	\$ 2.54	\$ 1.85	\$ 2.20

Diluted earnings (loss) per common share:

From continuing operations attributable to EMCOR Group, Inc. common stockholders	\$ 2.50	\$ 2.16	\$ 2.28
From discontinued operation	(0.07)	(0.34)	(0.12)
Net income attributable to EMCOR Group, Inc. common stockholders	\$ 2.43	\$ 1.82	\$ 2.16

Dividends declared per common share

\$ 0.32	\$ 0.18	\$ 0.51
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The accompanying notes to consolidated financial statements are an integral part of these statements.

EMCOR Group, Inc. and Subsidiaries
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
For The Years Ended December 31,
(In thousands)

	2014	2013	2012
Net income including noncontrolling interests	\$ 173,427	\$ 127,354	\$ 148,886
Other comprehensive (loss) income, net of tax:			
Foreign currency translation adjustments	(957)	(614)	120
Changes in post retirement plans ⁽¹⁾	(16,463)	15,877	(2,511)
Other comprehensive (loss) income	(17,420)	15,263	(2,391)
Comprehensive income	155,007	142,617	146,495
Less: Comprehensive income attributable to the noncontrolling interests	(4,763)	(3,562)	(2,302)
Comprehensive income attributable to EMCOR Group, Inc.	\$ 151,244	\$ 139,055	\$ 144,193

- (1) Net of tax benefit (provision) of \$4.2 million, \$(4.3) million and \$0.8 million for the years ended December 31, 2014, 2013 and 2012, respectively.

The accompanying notes to consolidated financial statements are an integral part of these statements.

EMCOR Group, Inc. and Subsidiaries
CONSOLIDATED STATEMENTS OF CASH FLOWS
For The Years Ended December 31,
(In thousands)

	2014	2013	2012
Cash flows - operating activities:			
Net income including noncontrolling interests	\$ 173,427	\$ 127,354	\$ 148,886
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization	36,524	36,310	31,204
Amortization of identifiable intangible assets	37,966	37,788	29,762
Provision for doubtful accounts	2,918	3,533	1,163
Deferred income taxes	5,748	11,857	6,621
Loss on sale of subsidiary	608	—	—
Gain on sale of building	(1,719)	—	—
(Gain) loss on sale of property, plant and equipment	(4,920)	(903)	272
Income tax benefits from share-based compensation	(8,264)	(8,324)	(7,083)
Equity income from unconsolidated entities	(1,440)	(1,048)	(930)
Non-cash expense for amortization of debt issuance costs	1,233	1,497	1,311
Non-cash expense (income) from contingent consideration arrangements	606	(6,793)	(6,381)
Non-cash expense for impairment of identifiable intangible assets	1,371	—	—
Non-cash share-based compensation expense	8,121	6,943	6,766
Non-cash expense (income) from changes in unrecognized income tax benefits	5,148	(10,333)	8,946
Distributions from unconsolidated entities	1,767	679	887
Changes in operating assets and liabilities, excluding the effect of businesses acquired:			
Decrease (increase) in accounts receivable	27,409	(3,221)	(12,852)
Decrease (increase) in inventories	3,269	(853)	15,597
(Increase) decrease in costs and estimated earnings in excess of billings on uncompleted contracts	(13,010)	2,807	24,126
(Decrease) increase in accounts payable	(25,122)	(12,904)	5,428
Decrease in billings in excess of costs and estimated earnings on uncompleted contracts	(11,868)	(2,793)	(62,533)
Increase (decrease) in accrued payroll and benefits and other accrued expenses and liabilities	32,340	(14,761)	24,348
Changes in other assets and liabilities, net	(14,550)	(13,488)	(6,836)
Net cash provided by operating activities	240,637	180,049	184,408
Cash flows - investing activities:			
Payments for acquisitions of businesses, net of cash acquired	—	(454,671)	(60,013)
Proceeds from sale of subsidiary	1,108	—	—
Proceeds from sale of building	11,883	—	—
Proceeds from sale of property, plant and equipment	7,239	2,930	3,070
Disposal of property, plant and equipment	(38,033)	(35,437)	(37,873)
Investments in and advances to unconsolidated entities and joint ventures	(3,865)	(800)	—
Purchase of short-term investments	—	—	(2,313)
Maturity of short-term investments	—	4,616	35,305
Net cash used in investing activities	(31,668)	(483,422)	(42,840)
Cash flows - financing activities:			
Proceeds from revolving credit facility	—	250,000	—
Repayments of revolving credit facility	—	(400,000)	—
Borrowings from long-term debt	—	450,000	—
Repayments of long-term debt and debt issuance costs	(17,454)	(3,013)	(40)
Repayments of capital lease obligations	(1,715)	(1,823)	(1,278)
Dividends paid to stockholders	(21,293)	(12,080)	(34,073)
Repurchase of common stock	(201,904)	(26,070)	(23,913)
Proceeds from exercise of stock options	6,858	5,172	8,786
Payments to satisfy minimum tax withholding	(1,431)	(927)	(1,654)
Issuance of common stock under employee stock purchase plan	3,615	2,854	2,549
Payments for contingent consideration arrangements	—	(377)	34,748
Distributions to noncontrolling interests	(4,750)	(1,300)	(1,600)
Income tax benefits from share-based compensation	8,264	8,624	7,083
Net cash (used in) provided by financing activities	(229,950)	167,031	(50,587)
Effect of exchange rate changes on cash and cash equivalents	(2,796)	892	2,708
(Decrease) increase in cash and cash equivalents	(7,757)	(165,490)	93,981
Cash and cash equivalents at beginning of year	49,813	603,303	511,322
Cash and cash equivalents at end of period	\$ 432,056	\$ 439,813	\$ 605,303

The accompanying notes to consolidated financial statements are an integral part of these statements.

EMCOR Group, Inc. and Subsidiaries
CONSOLIDATED STATEMENTS OF EQUITY
For The Years Ended December 31,
(In thousands)

	EMCOR Group, Inc. Stockholders							
	Total	Common stock	Capital surplus	Accumulated other comprehensive (loss) income ⁽¹⁾	Retained earnings	Treasury stock	Noncontrolling interests	
Balance, December 31, 2011	\$1,215,731	\$ 681	\$41,126	\$(78,649)	\$1,070,042	\$(14,476)	\$ 10,399	
Net income including noncontrolling interests	148,886	—	—	—	146,584	—	2,302	
Other comprehensive loss	(2,391)	—	—	(2,391)	—	—	—	
Common stock issued under share-based compensation plans ⁽²⁾	15,823	8	13,242	—	—	2,573	—	
Common stock issued under employee stock purchase plan	2,340	—	2,340	—	—	—	—	
Common stock dividends	(34,073)	—	314	—	(34,387)	—	—	
Repurchase of common stock	(23,912)	(9)	(23,903)	—	—	—	—	
Distributions to noncontrolling interests	(1,600)	—	—	—	—	—	(1,600)	
Share-based compensation expense	6,766	—	6,766	—	—	—	—	
Balance, December 31, 2012	\$1,357,179	\$ 680	\$416,104	\$(81,040)	\$1,022,239	\$(11,903)	\$ 11,099	
Net income including noncontrolling interests	27,334	—	—	—	26,792	—	542	
Other comprehensive income	15,263	—	—	15,263	—	—	—	
Common stock issued under share-based compensation plans ⁽²⁾	9,488	—	8,167	—	—	1,321	—	
Common stock issued under employee stock purchase plan	2,854	—	2,854	—	—	—	—	
Common stock dividends	(12,080)	—	—	—	(12,158)	—	—	
Repurchase of common stock	(26,070)	(7)	(26,063)	—	—	—	—	
Distributions to noncontrolling interests	(1,300)	—	—	—	—	—	(1,300)	
Share-based compensation expense	6,943	—	6,943	—	—	—	—	
Balance, December 31, 2013	\$1,479,626	\$ 679	\$408,083	\$(65,775)	\$1,143,222	\$(10,590)	\$ 13,561	
Net income including noncontrolling interests	173,427	—	—	—	168,664	—	4,763	
Other comprehensive loss	(17,400)	—	—	(17,400)	—	—	—	
Common stock issued under share-based compensation plans ⁽²⁾	14,089	8	13,793	—	—	288	—	
Common stock issued under employee stock purchase plan	3,613	—	3,613	—	—	—	—	
Common stock dividends	(21,293)	—	253	—	(21,546)	—	—	
Repurchase of common stock	(206,623)	(48)	(206,580)	—	—	—	—	
Distributions to noncontrolling interests	(4,750)	—	—	—	—	—	(4,750)	
Share-based compensation expense	8,121	—	8,121	—	—	—	—	
Balance, December 31, 2014	\$1,429,387	\$ 636	\$227,885	\$(83,197)	\$1,280,991	\$(10,302)	\$ 13,374	

(1) As of December 31, 2014, represents cumulative foreign currency translation and post retirement liability adjustments of \$4.1 million and \$(87.3) million, respectively. As of December 31, 2013, represents cumulative foreign currency translation and post retirement liability adjustments of \$5.1 million and \$(70.9) million, respectively. As of December 31, 2012, represents cumulative foreign currency translation and post retirement liability adjustments of \$5.7 million and \$(86.7) million, respectively.

(2) Includes the tax benefit associated with share-based compensation of \$8.6 million in 2014, \$5.2 million in 2013 and \$8.7 million in 2012.

The accompanying notes to consolidated financial statements are an integral part of these statements.

EMCOR Group, Inc. and Subsidiaries

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 1- NATURE OF OPERATIONS

References to the "Company," "EMCOR," "we," "us," "our" and similar words refer to EMCOR Group, Inc. and its consolidated subsidiaries unless the context indicates otherwise.

We are one of the largest electrical and mechanical construction and facilities services firms in the United States. In addition, we provide a number of building services and industrial services. We specialize principally in providing construction services relating to electrical and mechanical systems in all types of non-residential and certain residential facilities and in providing various services relating to the operation, maintenance and management of facilities, including refineries and petrochemical plants.

NOTE 2- SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Principles of Consolidation

The consolidated financial statements include the accounts of the Company and its majority-owned subsidiaries. Significant intercompany accounts and transactions have been eliminated. All investments over which we exercise significant influence, but do not control (a 20% to 50% ownership interest), are accounted for using the equity method of accounting. Additionally, we participate in a joint venture with another company, and we have consolidated this joint venture as we have determined that through our participation we have a variable interest and are the primary beneficiary as defined by the Financial Accounting Standards Board ("FASB") Accounting Standard Codification ("ASC") Topic 810, "Consolidation".

For joint ventures that have been accounted for using the consolidation method of accounting, noncontrolling interest represents the allocation of earnings to our joint venture partners who either have a minority-ownership interest in the joint venture or are not at risk for the majority of losses of the joint venture.

The results of operations of companies acquired have been included in the results of operations from the date of the respective acquisition.

Principles of Preparation

The preparation of the consolidated financial statements, in conformity with accounting principles generally accepted in the United States, requires us to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could materially differ from those estimates.

During the third quarter of 2014, we ceased construction operations in the United Kingdom. The results of the construction operations of our United Kingdom segment for all periods are presented as discontinued operations. The segment formally named the United Kingdom construction and building services segment has been renamed the United Kingdom building services segment.

Revenue Recognition

Revenues from long-term construction contracts are recognized on the percentage-of-completion method in accordance with ASC Topic 605-35, "Revenue Recognition-Construction-Type and Production-Type Contracts". Percentage-of-completion is measured principally by the percentage of costs incurred to date for each contract to the estimated total costs for such contract at completion. Certain of our electrical contracting business units measure percentage-of-completion by the percentage of labor costs incurred to date for each contract to the estimated total labor costs for such contract. Pre-contract costs from our construction projects are generally expensed as incurred. Revenues from the performance of services for maintenance, repair and retrofit work are recognized consistent with the performance of the services, which are generally on a pro-rata basis over the life of the contractual arrangement. Expenses related to all services arrangements are recognized as incurred. Revenues related to the engineering, manufacturing and repairing of shell and tube heat exchangers are recognized when the product is shipped and all other revenue recognition criteria have been met. Costs related to this work are included in inventory until the product is shipped. In the case of customer change orders for uncompleted long-term construction contracts, estimated recoveries are included for work performed in forecasting ultimate profitability on certain contracts. Due to uncertainties inherent in the estimation process, it is possible that completion costs, including those arising from contract penalty provisions and final contract settlements, will be revised in the near-term. Such revisions to costs and income are recognized in the period in which the revisions are determined. Provisions for the entirety of estimated losses on uncompleted contracts are made in the period in which such losses are determined. During 2013, we recognized aggregate losses of approximately \$24.5 million associated with two contracts within the United States mechanical construction and facilities services segment as a result of a change in contract estimates. There were no significant losses recognized in 2014.

EMCOR Group, Inc. and Subsidiaries
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - (Continued)

Costs and estimated earnings on uncompleted contracts

Costs and estimated earnings in excess of billings on uncompleted contracts arise in the consolidated balance sheets when revenues have been recognized but the amounts cannot be billed under the terms of the contracts. Such amounts are recoverable from customers upon various measures of performance, including achievement of certain milestones, completion of specified units, or completion of a contract. Also included in costs and estimated earnings on uncompleted contracts are amounts we seek or will seek to collect from customers or others for errors or changes in contract specifications or design, contract change orders in dispute or unapproved as to both scope and/or price or other customer-related causes of unanticipated additional contract costs (claims and unapproved change orders). Such amounts are recorded at estimated net realizable value when realization is probable and can be reasonably estimated. No profit is recognized on construction costs incurred in connection with claim amounts. Claims and unapproved change orders made by us involve negotiation and, in certain cases, litigation. In the event litigation costs are incurred by us in connection with claims or unapproved change orders, such litigation costs are expensed as incurred, although we may seek to recover these costs. We believe that we have established legal bases for pursuing recovery of our recorded unapproved change orders and claims, and it is management's intention to pursue and litigate such claims, if necessary, until a determination or settlement is reached. Unapproved change orders and claims also involve the use of estimates, and it is reasonably possible that revisions to the estimated recoverable amounts of recorded claims and unapproved change orders may be made in the near term. If we do not successfully resolve these matters, a net expense (recorded as a reduction in revenues) may be required, in addition to amounts that may have been previously provided for. We record the profit associated with the settlement of claims upon receipt of final payment. There was no significant profit recognized from settlements or payment of claims in 2014 and 2013. Claims against us are recognized when a loss is considered probable and amounts are reasonably determinable.

Costs and estimated earnings on uncompleted contracts and related amounts billed as of December 31, 2014 and 2013 were as follows (in thousands):

	2014	2013
Costs incurred on uncompleted contracts	\$ 7,620,525	\$ 7,794,620
Estimated earnings, thereon	808,549	835,820
	\$ 8,429,074	\$ 8,630,440
Less: billings to date	8,694,425	8,921,008
	\$ (265,351)	\$ (290,568)

Such amounts were included in the accompanying Consolidated Balance Sheets at December 31, 2014 and 2013 under the following captions (in thousands):

	2014	2013
Costs and estimated earnings in excess of billings on uncompleted contracts	\$ 103,201	\$ 90,127
Billings in excess of costs and estimated earnings on uncompleted contracts	(368,555)	(381,295)
	\$ (265,354)	\$ (290,568)

As of December 31, 2014 and 2013, costs and estimated earnings in excess of billings on uncompleted contracts included unbilled revenues for unapproved change orders of approximately \$18.8 million and \$19.2 million, respectively, and claims of approximately \$3.0 million and \$0.4 million, respectively. In addition, accounts receivable as of December 31, 2014 and 2013 included claims of approximately \$2.3 million and \$2.9 million, respectively. Additionally, there are contractually billed amounts and retention related to such contracts of \$54.0 million and \$56.1 million as of December 31, 2014 and 2013, respectively. Generally, contractually billed amounts will not be paid by the customer to us until final resolution of related claims.

Classification of Contract Amounts

In accordance with industry practice, we classify as current all assets and liabilities relating to the performance of long-term contracts. The term of our contracts ranges from one month to four years and, accordingly, collection or payment of amounts relating to these contracts may extend beyond one year. Accounts receivable at December 31, 2014 and 2013 included \$177.8 million and \$189.7 million, respectively, of retainage billed under terms of our contracts. We estimate that approximately 87% of this retainage will be collected during 2015. Accounts payable at December 31, 2014 and 2013 included \$35.7 million and \$47.0 million, respectively, of retainage withheld under terms of the contracts. We estimate that approximately 95% of this retainage will be paid during 2015.

EMCOR Group, Inc. and Subsidiaries
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - (Continued)

Cash and cash equivalents

For purposes of the consolidated financial statements, we consider all highly liquid instruments with original maturities of three months or less to be cash equivalents. We maintain a centralized cash management system whereby our excess cash balances are invested in high quality, short-term money market instruments, which are considered cash equivalents. We have cash balances in certain of our domestic bank accounts that exceed federally insured limits.

Allowance for Doubtful Accounts

Accounts receivable are recorded at the invoiced amount and do not bear interest. The Company maintains an allowance for doubtful accounts. This allowance is based upon the best estimate of the probable losses in existing accounts receivable. The Company determines the allowances based upon individual accounts when information indicates the customers may have an inability to meet their financial obligations, as well as historical collection and write-off experience. These amounts are re-evaluated and adjusted on a regular basis as additional information is received. Actual write-offs are charged against the allowance when collection efforts have been unsuccessful. At December 31, 2014 and 2013, our accounts receivable of \$1,234.2 million and \$1,268.2 million, respectively, included allowances for doubtful accounts of \$10.4 million and \$11.9 million, respectively. The provision for doubtful accounts during 2014, 2013 and 2012 amounted to approximately \$2.9 million, \$3.5 million and \$1.2 million, respectively.

Inventories

Inventories are stated at the lower of cost or market. Cost is determined principally using the average cost method.

Property, plant and equipment

Property, plant and equipment is stated at cost. Depreciation, including amortization of assets under capital leases, is recorded principally using the straight-line method over estimated useful lives of 3 to 10 years for machinery and equipment, 3 to 7 years for vehicles, furniture and fixtures and computer hardware/software and 25 years for buildings. Leasehold improvements are amortized over the shorter of the remaining life of the lease term or the expected service life of the improvement.

The carrying values of property, plant and equipment are reviewed for impairment whenever facts and circumstances indicate that the carrying amount may not be fully recoverable. In performing this review for recoverability, property, plant and equipment is assessed for possible impairment by comparing their carrying values to their undiscounted net pre-tax cash flows expected to result from the use of the asset. Impaired assets are written down to their fair values, generally determined based on their estimated future discounted cash flows. Based on the results of our testing for the years ended December 31, 2014, 2013 and 2012, no impairment of property, plant and equipment was recognized.

Goodwill and Identifiable Intangible Assets

Goodwill and other identifiable intangible assets with indefinite lives that are not being amortized, such as trade names, are tested at least annually for impairment (which we test each October 1, absent any impairment indicators) and are written down if impaired. Identifiable intangible assets with finite lives are amortized over their useful lives and are reviewed for impairment whenever facts and circumstances indicate that their carrying values may not be fully recoverable. See Note 8 - Goodwill and Identifiable Intangible Assets of the notes to consolidated financial statements for additional information.

Insurance Liabilities

Our insurance liabilities are determined actuarially based on claims filed and an estimate of claims incurred but not yet reported. At December 31, 2014 and 2013, the estimated current portion of undiscounted insurance liabilities of \$28.8 million and \$29.2 million, respectively, were included in "Other accrued expenses and liabilities" in the accompanying Consolidated Balance Sheets. The estimated non-current portion of the undiscounted insurance liabilities included in "Other long-term obligations" at December 31, 2014 and 2013 were \$106.3 million and \$112.8 million, respectively.

EMCOR Group, Inc. and Subsidiaries

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - (Continued)

Foreign Operations

The financial statements and transactions of our foreign subsidiaries are maintained in their functional currency and translated into U.S. dollars in accordance with ASC Topic 830, "Foreign Currency Matters". Translation adjustments have been recorded as "Accumulated other comprehensive loss", a separate component of "Equity".

Income Taxes

We account for income taxes in accordance with the provisions of ASC Topic 740, "Income Taxes" ("ASC 740"). ASC 740 requires an asset and liability approach which requires the recognition of deferred income tax assets and deferred income tax liabilities for the expected future tax consequences of temporary differences between the carrying amounts and the tax bases of assets and liabilities. Valuation allowances are established when necessary to reduce deferred income tax assets when it is more likely than not that a tax benefit will not be realized.

We account for uncertain tax positions in accordance with the provisions of ASC 740. We recognize accruals of interest related to unrecognized tax benefits as a component of the income tax provision.

Valuation of Share-Based Compensation Plans

We have various types of share-based compensation plans and programs, which are administered by our Board of Directors or its Compensation and Personnel Committee. See Note 13 - Share-Based Compensation Plans of the notes to consolidated financial statements for additional information regarding the share-based compensation plans and programs.

We account for share-based payments in accordance with the provision of ASC Topic 718, "Compensation-Stock Compensation" ("ASC 718"). ASC 718 requires that all share-based payments issued to acquire goods or services, including grants of employee stock options, be recognized in the statement of operations based on their fair values, net of estimated forfeitures. ASC 718 requires forfeitures to be estimated at the time of grant and revised, if necessary, in subsequent periods if actual forfeitures differ from those estimates. Compensation expense related to share-based awards is recognized over the requisite service period, which is generally the vesting period. For shares subject to graded vesting, our policy is to apply the straight-line method in recognizing compensation expense. ASC 718 requires the benefits of tax deductions in excess of recognized compensation expense to be reported as a financing cash inflow, rather than as an operating cash inflow on the Consolidated Statements of Cash Flows. This requirement reduces net operating cash flows and increases net financing cash flows.

New Accounting Pronouncements

In May 2014, an accounting pronouncement was issued by the Financial Accounting Standards Board ("FASB") to clarify existing guidance on revenue recognition. This guidance includes the required steps to achieve the core principle that a company should recognize revenue when it transfers promised goods or services to customers in an amount that reflects the consideration to which the company expects to be entitled in exchange for those goods or services. This pronouncement is effective for fiscal years and interim periods beginning after December 15, 2016, with no early adoption permitted. The guidance permits the use of one of two retrospective transition methods. We have not yet selected a transition method nor have we determined the effect that the adoption of the pronouncement may have on our financial position and/or results of operations.

In April 2014, an accounting pronouncement was issued by the FASB to update existing guidance on discontinued operations. This guidance raises the threshold for a disposal to qualify as a discontinued operation and requires new disclosures of both discontinued operations and certain other disposals that do not meet the definition of a discontinued operation. This pronouncement is aimed at reducing the frequency of disposals reported as discontinued operations by focusing on strategic shifts that have or will have a major effect on an entity's operations and financial results. This pronouncement is effective for fiscal years beginning on or after December 15, 2014 and interim periods thereafter. Early adoption is permitted. We adopted this pronouncement as of January 1, 2015, and we will consider this guidance in conjunction with future disposals, if any.

EMCOR Group, Inc. and Subsidiaries
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 3 - ACQUISITIONS OF BUSINESSES

On July 29, 2013, we completed the acquisition of RSI. This acquisition expands and strengthens our service offerings to new and existing customers and enhances our position within the industrial services and energy market sectors. Under the terms of the transaction, we acquired 100% of RSI's stock for total consideration of \$463.6 million. The acquisition was funded with cash on hand and \$250.0 million from borrowings under our revolving credit facility. This acquisition was accounted for using the acquisition method of accounting. We acquired working capital of \$35.5 million and other net liabilities of \$67.1 million, and have ascribed \$267.8 million to goodwill and \$227.4 million to identifiable intangible assets in connection with the acquisition of RSI, which has been included in our United States industrial services segment. We expect that \$49.0 million of acquired goodwill will be deductible for tax purposes.

On December 2, 2013, May 31, 2013 and January 4, 2012, we acquired three companies, each for an immaterial amount. These companies primarily provide mechanical construction services and have been included in our United States mechanical construction and facilities services segment. The purchase price for the acquisition of these businesses was finalized with an insignificant impact. The acquisition of these businesses was accounted for by the acquisition method, and the prices paid for them have been allocated to their respective assets and liabilities, based upon the estimated fair values of their respective assets and liabilities at the dates of their respective acquisitions. We believe these businesses further expand our service capabilities into new geographical and/or technical areas.

During the year ended December 31, 2014, we recorded an increase of \$0.6 million of liabilities resulting in non-cash expense attributable to contingent consideration arrangements relating to prior acquisitions. During the years ended December 31, 2013 and 2012, respectively, we recorded a net reversal of \$6.8 million and \$6.4 million of liabilities resulting in non-cash income attributable to contingent consideration arrangements relating to prior acquisitions.

NOTE 4 - DISPOSITION OF ASSETS

In January 2014, we sold a subsidiary reported in our United States building services segment. Proceeds from the sale totaled approximately \$1.1 million. Included in net income for the year ended December 31, 2014 was a loss of \$0.6 million from this sale, which is classified as a component of "Selling, general and administrative expenses" in the Consolidated Statements of Operations.

On July 22, 2014, we sold a building and land owned by one of our subsidiaries reported in the United States mechanical construction and facilities services segment. We recognized a gain of approximately \$11.7 million on this transaction in the third quarter of 2014, which has been classified as a "Gain on sale of building" in the Consolidated Statements of Operations.

Due to recurring losses over the last several years in the construction operations of our United Kingdom segment and our negative assessment of construction market conditions in the United Kingdom for the foreseeable future, we announced during the quarter ended June 30, 2013 our decision to withdraw from the construction market in the United Kingdom. During the third quarter of 2014, we ceased construction operations in the United Kingdom. The results of the construction operations of our United Kingdom segment for all periods are presented in our Consolidated Financial Statements as discontinued operations.

The results of discontinued operations are as follows (in thousands):

	For the twelve months ended December 31,		
	2014	2013	2012
Revenues	\$ 10,297	\$ 13,631	\$ 15,135
Loss from discontinued operation, net of income taxes	\$ (4,690)	\$ (23,069)	\$ (7,804)
Diluted loss per share from discontinued operation	\$ (0.07)	\$ (0.34)	\$ (0.12)

EMCOR Group, Inc. and Subsidiaries
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 4 - DISPOSITION OF ASSETS - (Continued)

Included in the Consolidated Balance Sheets at December 31, 2014 and December 31, 2013 are the following major classes of assets and liabilities associated with the discontinued operation (in thousands):

	December 31, 2014	December 31, 2013
Assets of discontinued operation		
Current assets	\$ 6,265	\$ 26,630
Non-current assets	278	833
Liabilities of discontinued operation		
Current liabilities	\$ 10,743	\$ 41,024
Non-current liabilities	94	513

At December 31, 2014, the assets and liabilities of the discontinued operation consist of accounts receivable, contract retentions and contract warranty obligations that are expected to be collected or fulfilled in the ordinary course of business. Additionally at December 31, 2014, there remained \$1.7 million of obligations related to employee severance and the termination of leased facilities, the majority of which is expected to be paid over the next twelve months. The settlement of the remaining assets and liabilities may result in additional income and/or expenses. Such income and/or expenses are expected to be immaterial and will be reflected as an additional component of "Loss from discontinued operation" as incurred.

NOTE 5 - EARNINGS PER SHARE

The following tables summarize our calculation of Basic and Diluted Earnings (Loss) per Common Share ("EPS") for the years ended December 31, 2014, 2013 and 2012 (in thousands, except share and per share data):

	2014	2013	2012
Numerator:			
Income from continuing operations attributable to EMCOR Group, Inc. common stockholders	173,334	146,861	134,388
Loss from discontinued operation, net of income taxes	(4,690)	(23,069)	(7,804)
Net income attributable to EMCOR Group, Inc. common stockholders	\$ 168,654	\$ 123,792	\$ 146,584
Denominator:			
Weighted average shares outstanding used to compute basic earnings (loss) per common share	66,341,886	67,086,299	66,701,869
Effect of dilutive securities—Share-based awards	730,623	990,542	1,036,549
Shares used to compute diluted earnings (loss) per common share	67,062,509	68,076,841	67,738,418
Basic earnings (loss) per common share:			
From continuing operations attributable to EMCOR Group, Inc. common stockholders	2.61	2.19	2.32
From discontinued operation	(0.07)	(0.34)	(0.12)
Net income attributable to EMCOR Group, Inc. common stockholders	\$ 2.54	\$ 1.85	\$ 2.20
Diluted earnings (loss) per common share:			
From continuing operations attributable to EMCOR Group, Inc. common stockholders	2.59	2.16	2.29
From discontinued operation	(0.07)	(0.34)	(0.12)
Net income attributable to EMCOR Group, Inc. common stockholders	\$ 2.52	\$ 1.82	\$ 2.16

The number of options granted to purchase shares of our common stock that were excluded from the computation of diluted EPS for the years ended December 31, 2014, 2013 and 2012 because they would be anti-dilutive were zero, zero and 140,096, respectively.

EMCOR Group, Inc. and Subsidiaries
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 6 - INVENTORIES

Inventories as of December 31, 2014 and 2013 consist of the following amounts (in thousands):

	2014	2013
Raw materials and construction materials	23,330	22,705
Work in process	23,524	19,328
	\$ 46,854	\$ 42,033

NOTE 7 - PROPERTY, PLANT AND EQUIPMENT

Property, plant and equipment in the accompanying Consolidated Balance Sheets consisted of the following amounts as of December 31, 2014 and 2013 (in thousands):

	2014	2013
Machinery and equipment	120,528	118,370
Vehicles	45,036	49,296
Furniture and fixtures	20,893	22,036
Computer hardware/software	89,638	86,624
Land, buildings and leasehold improvements	81,206	77,923
Construction in progress	6,926	3,774
	\$ 364,027	\$ 368,023
Accumulated depreciation and amortization	(241,849)	(232,615)
	\$ 122,178	\$ 135,408

Depreciation and amortization expense related to property, plant and equipment, including capital leases, was \$36.5 million, \$36.3 million and \$31.2 million for the years ended December 31, 2014, 2013 and 2012, respectively.

NOTE 8 - GOODWILL AND IDENTIFIABLE INTANGIBLE ASSETS

Goodwill at December 31, 2014 and 2013 was approximately \$834.1 million and \$834.8 million, respectively, and reflects the excess of cost over fair market value of net identifiable assets of companies acquired. Goodwill attributable to companies acquired in 2013 has been valued at \$268.3 million. No companies were acquired in 2014. ASC Topic 805, "Business Combinations" ("ASC 805") requires that all business combinations be accounted for using the acquisition method and that certain identifiable intangible assets acquired in a business combination be recognized as assets apart from goodwill. ASC Topic 350, "Intangibles-Goodwill and Other" ("ASC 350") requires goodwill and other identifiable intangible assets with indefinite useful lives not be amortized, such as trade names, but instead tested at least annually for impairment (which we test each October 1, absent any impairment indicators) and be written down if impaired. ASC 350 requires that goodwill be allocated to its respective reporting unit and that identifiable intangible assets with finite lives be amortized over their useful lives. As of December 31, 2014, approximately 46.1% of our goodwill related to our United States industrial services segment, approximately 27.4% of our goodwill related to our United States building services segment, approximately 26.0% related to our United States mechanical construction and facilities services segment and approximately 0.5% related to our United States electrical construction and facilities services segment.

We test for impairment of goodwill at the reporting unit level. Our reporting units are consistent with the reportable segments identified in Note 17, "Segment Information", of the notes to consolidated financial statements. In assessing whether our goodwill is impaired, we utilize the two-step process as prescribed by ASC 350. The first step of this test compares the fair value of the reporting unit, determined based upon discounted estimated future cash flows, to the carrying amount, including goodwill. If the fair value exceeds the carrying amount, no further work is required and no impairment loss is recognized. If the carrying amount of the reporting unit exceeds the fair value, the goodwill of the reporting unit is potentially impaired and step two of the goodwill impairment test would need to be performed to measure the amount of an impairment loss, if any. In the second step, the impairment is computed by comparing the implied fair value of the reporting unit's goodwill with the carrying amount of the goodwill. If the carrying amount of the reporting unit's goodwill is greater than the implied fair value of its goodwill, an impairment loss in the amount of the excess is recognized and charged to operations. The weighted average cost of capital used in our annual testing for

EMCOR Group, Inc. and Subsidiaries
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 8 - GOODWILL AND IDENTIFIABLE INTANGIBLE ASSETS - (Continued)

impairment as of October 1, 2014 was 12.2%, 12.8% and 11.2% for our domestic construction segments, our United States building services segment and our United States industrial services segment, respectively. The perpetual growth rate used for our annual testing was 2.7% for all of our domestic segments. Unfavorable changes in these key assumptions may affect future testing results and cause us to fail step one of the goodwill impairment testing process. For example, keeping all other assumptions constant, a 50 basis point increase in the weighted average costs of capital would cause the estimated fair value of our United States industrial services segment to approach its carrying value. A 50 basis point increase in the weighted average costs of capital would not significantly reduce the excess of the estimated fair value compared to the carrying value for any of our other domestic segments. In addition, keeping all other assumptions constant, a 50 basis point reduction in the perpetual growth rate would not significantly reduce the excess of the estimated fair value compared to the carrying value for any of our domestic segments. For the years ended December 31, 2014, 2013 and 2012, no impairment of our goodwill was recognized.

We also test for the impairment of trade names that are not subject to amortization by calculating the fair value using the "relief from royalty payments" methodology. This approach involves two steps: (a) estimating reasonable royalty rates for each trade name and (b) applying these royalty rates to a net revenue stream and discounting the resulting cash flows to determine fair value. This fair value is then compared with the carrying value of each trade name. If the carrying amount of the trade name is greater than the implied fair value of the trade name, an impairment in the amount of the excess is recognized and charged to operations. The annual impairment review of our trade names for the year ended December 31, 2014 resulted in a \$1.5 million non-cash impairment charge as a result of a change in the fair value of subsidiary trade names associated with certain prior acquisitions reported within our United States mechanical construction and facilities services segment and our United States building services segment. For the years ended December 31, 2013 and 2012, no impairment of our trade names was recognized.

In addition, we review for the impairment of other identifiable intangible assets that are being amortized whenever facts and circumstances indicate that their carrying values may not be fully recoverable. This test compares their carrying values to the undiscounted pre-tax cash flows expected to result from the use of the assets. If the assets are impaired, the assets are written down to their fair values, generally determined based on their future discounted cash flows. For the years ended December 31, 2014, 2013 and 2012, no impairment of our other identifiable intangible assets was recognized.

Our development of the present value of future cash flow projections used in impairment testing is based upon assumptions and estimates by management from a review of our operating results, business plans, anticipated growth rates and margins and weighted average cost of capital, among others. Those assumptions and estimates can change in future periods, and other factors used in assessing fair value are outside the control of management, such as interest rates. There can be no assurances that our estimates and assumptions made for purposes of our goodwill and identifiable intangible asset impairment testing will prove to be accurate predictions of the future. If our assumptions regarding future business performance plans or anticipated growth rates and/or margins are not achieved, or there is a rise in interest rates, we may be required to record goodwill and/or identifiable intangible asset impairment charges in future periods. It is not possible at this time to determine if any such future impairment charge would result or, if it does, whether such a charge would be material.

The changes in the carrying amount of goodwill by reportable segments during the years ended December 31, 2014 and 2013 were as follows (in thousands):

	United States electrical construction and facilities services segment	United States mechanical construction and facilities services segment	United States building services segment	United States industrial services segment	Total
Balance at December 31, 2012	3,823	217,255	229,204	384,543	834,825
Acquisitions, sales and purchase price adjustments	—	522	—	267,715	268,237
Transfers	—	—	(18,583)	—	(18,583)
Balance at December 31, 2013	3,823	217,255	229,204	384,543	834,825
Acquisitions, sales and purchase price adjustments	—	—	(819)	—	(819)
Transfers	—	—	—	—	—
Balance at December 31, 2014	3,823	217,255	228,385	384,543	834,006

EMCOR Group, Inc. and Subsidiaries
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 8 - GOODWILL AND IDENTIFIABLE INTANGIBLE ASSETS - (Continued)

The aggregate goodwill balance as of December 31, 2012 included \$210.6 million of accumulated impairment charges, which were comprised of \$139.5 million within the United States building services segment and \$71.1 million within the United States industrial services segment.

Identifiable intangible assets as of December 31, 2014 and 2013 consist of the following (in thousands):

December 31, 2014				
	Gross Carrying Amount	Accumulated Amortization	Accumulated Impairment Charge	Total
Contract backlog	47,620	(47,620)		
Developed technology/vendor network	95,661	(35,347)	—	60,314
Customer relationships	425,873	(112,437)	(4,944)	308,492
Non-competition agreements	9,980	(9,330)	—	650
Trade names (amortized)	21,243	(9,315)	—	11,928
Trade names (unamortized)	170,218	—	(49,437)	120,781
Total	\$ 770,600	\$ (214,249)	\$ (54,271)	\$ 502,080

December 31, 2013				
	Gross Carrying Amount	Accumulated Amortization	Accumulated Impairment Charge	Total
Contract backlog	47,620	(47,583)		
Developed technology/vendor network	95,661	(30,212)	—	65,449
Customer relationships	425,873	(83,391)	(2,834)	339,648
Non-competition agreements	9,980	(8,498)	—	1,482
Trade names (amortized)	21,243	(6,612)	—	14,631
Trade names (unamortized)	170,218	—	(47,966)	122,252
Total	\$ 770,600	\$ (176,303)	\$ (32,800)	\$ 561,497

Identifiable intangible assets attributable to companies acquired in 2013 have been valued at \$228.8 million. No companies were acquired in 2014. See Note 3 - Acquisitions of Businesses of the notes to consolidated financial statements for additional information. The identifiable intangible amounts are amortized on a straight-line basis. The weighted average amortization periods for the unamortized balances remaining are, in the aggregate, approximately 12 years, which are comprised of the following: 12.5 years for developed technology/vendor network, 12 years for customer relationships, 1.75 years for non-competition agreements and 4.75 years for trade names.

Amortization expense related to identifiable intangible assets with finite lives was \$38.0 million, \$31.0 million and \$29.8 million for the years ended December 31, 2014, 2013 and 2012, respectively. The following table presents the estimated future amortization expense of identifiable intangible assets in the following years (in thousands):

2015	37,563
2016	36,502
2017	34,195
2018	32,070
2019	30,105
Thereafter	210,842
	\$ 381,277

EMCOR Group, Inc. and Subsidiaries
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 9 - DEBT

Credit Facilities

Until November 25, 2013, we had a revolving credit agreement (the "2011 Credit Agreement") as amended, which provided for a revolving credit facility of \$750.0 million. The 2011 Credit Agreement was effective November 21, 2011. Effective November 25, 2013, we amended and restated the 2011 Credit Agreement to provide for a \$750.0 million revolving credit facility (the "2013 Revolving Credit Facility") and a \$350.0 million term loan (the "Term Loan") (collectively referred to as the "2013 Credit Agreement") expiring November 25, 2018. The proceeds of the Term Loan were used to repay amounts drawn under the 2011 Credit Agreement. We may increase the 2013 Revolving Credit Facility to \$1.05 billion if additional lenders are identified and/or existing lenders are willing to increase their current commitments; and we may allocate up to \$250.0 million of available borrowings under the 2013 Revolving Credit Facility to letters of credit for our account or for the account of our subsidiaries. The 2013 Credit Agreement is guaranteed by most of our direct and indirect subsidiaries and is secured by substantially all of our assets and most of the assets of most of our subsidiaries. The 2013 Revolving Credit Facility and the Term Loan contain various covenants providing for, among other things, maintenance of certain financial ratios and certain limitations on payment of dividends, common stock repurchases, investments, acquisitions, indebtedness and capital expenditures. A commitment fee is payable on the average daily unused amount under the 2013 Revolving Credit Facility, which ranges from 0.20% to 0.30%, based on certain financial tests. The fee was 0.20% of the unused amount as of December 31, 2014. Borrowings under the 2013 Credit Agreement bear interest at (1) a rate which is the prime commercial lending rate announced by Bank of Montreal from time to time (3.25% at December 31, 2014) plus 0.25% to 0.75%, based on certain financial tests or (2) United States dollar LIBOR (0.17% at December 31, 2014) plus 1.25% to 1.75%, based on certain financial tests. The interest rate in effect at December 31, 2014 was 1.42%. Fees for letters of credit issued under the 2013 Revolving Credit Facility range from 1.25% to 1.75% of the respective face amounts of outstanding letters of credit and are computed based on certain financial tests. We capitalized approximately \$3.0 million of debt issuance costs associated with the 2013 Credit Agreement. This amount is being amortized over the life of the agreement and is included as part of interest expense. In connection with the amendment and restatement of the 2011 Credit Agreement, \$0.3 million attributable to the acceleration of expense for debt issuance costs in connection with the 2011 Credit Agreement was recorded as part of interest expense. We are required to make principal payments on the Term Loan in installments on the last day of March, June, September and December of each year, commencing with the calendar quarter ended March 31, 2014, in the amount of \$4.4 million, with a final payment of all unpaid principal and interest due and payable on November 25, 2018. As of December 31, 2014, the balance on the Term Loan was \$332.5 million. As of December 31, 2014 and December 31, 2013, we had approximately \$95.5 million and \$83.3 million of letters of credit outstanding, respectively. There were no borrowings outstanding under the 2013 Revolving Credit Facility as of December 31, 2014 and December 31, 2013.

Long-term debt in the accompanying Consolidated Balance Sheets consisted of the following amounts as of December 31, 2014 and 2013 (in thousands):

	2014	2013
Term Loan, interest payable at varying amounts through 2018	\$ 332,500	\$ 350,000
Capitalized Lease Obligations, at weighted average interest rates from 0.8% to 8.3% payable in varying amounts through 2019	2,883	4,652
Other payable through 2013	37	11
	335,440	354,663
Less: current maturities	(19,041)	(19,332)
	<u>\$ 316,399</u>	<u>\$ 335,331</u>

Capitalized Lease Obligations

See Note 15 - Commitments and Contingencies of the notes to consolidated financial statements for additional information.

EMCOR Group, Inc. and Subsidiaries
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 10 - FAIR VALUE MEASUREMENTS

We use a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy, which gives the highest priority to quoted prices in active markets, is comprised of the following three levels:

Level 1 – Unadjusted quoted market prices in active markets for identical assets and liabilities.

Level 2 – Observable inputs, other than Level 1 inputs. Level 2 inputs would typically include quoted prices in markets that are not active or financial instruments for which all significant inputs are observable, either directly or indirectly.

Level 3 – Prices or valuations that require inputs that are both significant to the measurement and unobservable.

The following tables provide the assets and liabilities carried at fair value measured on a recurring basis as of December 31, 2014 and December 31, 2013 (in thousands):

Asset Category	Assets at Fair Value as of December 31, 2014			
	Level 1	Level 2	Level 3	Total
Cash and cash equivalents ⁽¹⁾	\$ 432,056	—	—	\$ 432,056
Restricted cash ⁽²⁾	6,474	—	—	6,474
Total	\$ 438,530	—	—	\$ 438,530

Asset Category	Assets at Fair Value as of December 31, 2013			
	Level 1	Level 2	Level 3	Total
Cash and cash equivalents ⁽¹⁾	\$ 439,813	—	—	\$ 439,813
Restricted cash ⁽²⁾	6,934	—	—	6,934
Total	\$ 446,747	—	—	\$ 446,747

- (1) Cash and cash equivalents consist primarily of money market funds with original maturity dates of three months or less, which are Level 1 assets. At December 31, 2014 and 2013, we had \$156.7 million and \$147.7 million, respectively, in money market funds.
- (2) Restricted cash is classified as "Prepaid expenses and other" on our consolidated balance sheets.

We believe that the carrying values of our financial instruments, which include accounts receivable and other financing commitments, approximate their fair values due primarily to their short-term maturities and low risk of counterparty default. The carrying value of our debt associated with the 2013 Credit Agreement approximates its fair value due to the variable rate on such debt.

NOTE 11 - INCOME TAXES

Our 2014 income tax provision from continuing operations was \$103.5 million compared to \$82.3 million for 2013 and \$97.9 million for 2012. The actual income tax rates on income from continuing operations before income taxes, less amounts attributable to noncontrolling interests, for the years ended December 31, 2014, 2013 and 2012, were 37.4%, 35.9% and 38.8%, respectively. The increase in the 2014 income tax provision compared to 2013 was primarily due to the effect of increased income before income taxes and the 2013 reversal of reserves for previously unrecognized income tax benefits. The decrease in the 2013 income tax provision compared to 2012 was primarily due to reduced income before income taxes, the effect of a change in the United Kingdom statutory tax rate, a change in the mix of earnings among various jurisdictions and the 2013 reversal of reserves for previously unrecognized income tax benefits.

EMCOR Group, Inc. and Subsidiaries
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 11 - INCOME TAXES - (Continued)

As of December 31, 2014 and 2013, the amount of unrecognized income tax benefits was \$5.2 million and \$3.1 million (of which \$3.0 million and \$1.7 million, if recognized, would favorably affect our effective income tax rate), respectively.

As of December 31, 2014 and 2013, we had an accrual of \$0.3 million and \$0.2 million for the payment of interest related to unrecognized income tax benefits included on the Consolidated Balance Sheets, respectively. During the years ended December 31, 2014 and 2013, we recognized approximately \$0.1 million and \$0.2 million, respectively, in interest expense related to our unrecognized income tax benefits. In addition, we reversed \$0.1 million and \$2.6 million of accrued interest expense related to our unrecognized income tax benefits for the years ended December 31, 2014 and 2013, respectively. As of December 31, 2014 and 2013, we had total income tax reserves included in "Other long-term liabilities" of \$5.5 million and \$3.4 million, respectively.

A reconciliation of the beginning and end of year unrecognized income tax benefits is as follows (in thousands):

	2014	2013
Balance at beginning of year	\$ 3,116	\$ 1,231
Additions based on tax positions related to the current year	1,053	895
Additions based on tax positions related to prior years	4,816	3,311
Reductions for tax positions of prior years	(1,162)	(6,273)
Reductions for expired statute of limitations	(620)	(3,038)
Balance at end of year	<u>\$ 5,203</u>	<u>\$ 3,116</u>

It is reasonably possible that approximately \$3.3 million of unrecognized income tax benefits at December 31, 2014, primarily relating to uncertain tax positions attributable to tax return filing positions, will significantly decrease in the next twelve months as a result of estimated settlements with taxing authorities and the expiration of applicable statutes of limitations.

We file income tax returns with the Internal Revenue Service and various state, local and foreign tax agencies. The Company is currently under examination by various taxing authorities for the years 2008 through 2013. During the first quarter of 2014, the Internal Revenue Service finalized its audit of our federal income tax returns for the years 2010 through 2011. We agreed to and paid an assessment, for an immaterial amount, proposed by the Internal Revenue Service pursuant to such audit.

The income tax provision in the accompanying Consolidated Statements of Operations for the years ended December 31, 2014, 2013 and 2012 consisted of the following (in thousands):

	2014	2013	2012
Current:			
Federal provision	\$ 80,852	\$ 60,449	\$ 79,020
State and local provisions	14,532	2,897	18,174
Foreign provision	2,396	7,083	3,074
	97,780	70,429	91,268
Deferred	6,748	11,857	6,626
	<u>\$ 103,528</u>	<u>\$ 82,286</u>	<u>\$ 97,894</u>

EMCOR Group, Inc. and Subsidiaries
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 11 - INCOME TAXES - (Continued)

Factors accounting for the variation from U.S. statutory income tax rates from continuing operations for the years ended December 31, 2014, 2013 and 2012 were as follows (in thousands):

	2014	2013	2012
Federal income taxes at the statutory rate	\$ 98,576	\$ 81,448	\$ 89,123
Noncontrolling interests	(1,667)	(1,247)	(806)
State and local income taxes, net of federal tax benefits	9,544	9,446	8,112
State tax reserves	(38)	(6,529)	3,927
Permanent differences	(2,961)	3,228	2,603
Domestic manufacturing deduction	(5,008)	(4,778)	(5,559)
Foreign income taxes (including U.K. statutory rate changes)	(1,237)	1,183	(438)
Federal tax reserves	62	263	(258)
Other	(63)	(726)	782
	<u>\$ 103,528</u>	<u>\$ 82,286</u>	<u>\$ 97,894</u>

The components of the net deferred income tax liability are included in "Prepaid expenses and other" of \$29.3 million, "Other assets" of \$16.6 million, and "Other long-term obligations" of \$173.7 million at December 31, 2014, and the components of net deferred income tax liability are included in "Prepaid expenses and other" of \$32.5 million, "Other assets" of \$15.0 million, and "Other long-term obligations" of \$174.3 million at December 31, 2013 in the accompanying Consolidated Balance Sheets.

The amounts recorded for the years ended December 31, 2014 and 2013 were as follows (in thousands):

	2014	2013
Deferred income tax assets:		
Excess of amounts expensed for financial statement purposes over amounts deducted for income tax purposes:		
Insurance liability	\$ 54,351	\$ 57,310
Pension liability	10,142	7,813
Deferred compensation	7,886	16,358
Other (including liabilities and reserves)	31,828	35,625
Total deferred income tax assets	114,207	117,106
Valuation allowance for deferred tax assets	(2,024)	(2,244)
Net deferred income tax assets	112,183	114,862
Deferred income tax liabilities:		
Costs capitalized for financial statement purposes and deducted for income tax purposes:		
Goodwill and identifiable intangible assets	(216,126)	(214,863)
Other, primarily depreciation of property, plant and equipment	(23,884)	(26,840)
Total deferred income tax liabilities	(240,010)	(241,703)
Net deferred income tax liabilities	<u>\$ (127,827)</u>	<u>\$ (126,843)</u>

We file a consolidated federal income tax return including all of our U.S. subsidiaries. As of December 31, 2014 and 2013, the total valuation allowance on net deferred income tax assets was approximately \$2.0 million and \$2.2 million, respectively, primarily related to state and local net operating losses. The reason for the net decrease in the valuation allowance for 2014 was related to the utilization of state and local net operating loss carryforwards. Although realization is not assured, we believe it is more likely than not that the deferred income tax asset, net of the valuation allowance discussed above, will be realized. The amount of the deferred income tax asset considered realizable, however, could be reduced if estimates of future income are reduced.

EMCOR Group, Inc. and Subsidiaries
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 11 - INCOME TAXES - (Continued)

At December 31, 2014, we had trading and capital losses for United Kingdom income tax purposes of approximately \$30.2 million, which have no expiration date. Such losses are subject to review by the United Kingdom taxing authority. Realization of the deferred income tax assets is dependent on our generating sufficient taxable income. We believe that the deferred income tax assets will be realized through the future reversal of existing taxable temporary differences and projected future income.

Income before income taxes from continuing operations for the years ended December 31, 2014, 2013 and 2012 consisted of the following (in thousands):

	2014	2013	2012
United States	\$ 208,329	\$ 219,300	\$ 216,772
Foreign	16,116	13,409	17,810
	\$ 224,445	\$ 232,709	\$ 234,582

As of December 31, 2014, we had undistributed foreign earnings from our United Kingdom subsidiary of approximately \$13.1 million for which we have not recorded a deferred tax liability, as we have provided taxes on such earnings in prior periods. As of December 31, 2014, the amount of cash held in the United Kingdom was approximately \$45.5 million which, if repatriated, should not result in any federal or state income taxes. As of December 31, 2014, we had undistributed foreign earnings from our Puerto Rico subsidiary of approximately \$1.4 million for which we have not recorded a deferred tax liability as such earnings are indefinitely reinvested. As of December 31, 2014, the amount of cash held in Puerto Rico was approximately \$3.0 million which, if repatriated, may result in federal and state income taxes of approximately \$0.5 million.

NOTE 12 - COMMON STOCK

As of December 31, 2014 and December 31, 2013, there were 62,981,229 and 66,896,518 shares of our common stock outstanding, respectively.

On December 7, 2012, our Board of Directors declared a special dividend of \$0.25 per share, payable in December 2012, and announced its intention to increase the regular quarterly dividend to \$0.06 per share. In addition, at the December 7, 2012 meeting of our Board of Directors, the regular quarterly dividend that would have been paid in January 2013 was declared, its amount increased to \$0.06 per share and its payment date accelerated to December 28, 2012. During 2013, we paid a regular quarterly dividend of \$0.06 per share in the second, third and fourth quarters of 2013. In December 2013, our Board of Directors announced its intention to increase the regular quarterly dividend to \$0.08 per share commencing with the dividend to be paid in the first quarter of 2014.

On September 26, 2011, our Board of Directors authorized us to repurchase up to \$100.0 million of our outstanding common stock. On December 5, 2013 and October 23, 2014, our Board of Directors authorized us to repurchase up to an additional \$100.0 million and \$250.0 million of our outstanding common stock, respectively. During 2014, we repurchased approximately 4.8 million shares of our common stock for approximately \$206.0 million. Since the inception of the repurchase programs through December 31, 2014, we have repurchased 7.6 million shares of our common stock for approximately \$283.5 million. As of December 31, 2014, there remained authorization for us to repurchase approximately \$166.5 million of our shares. The repurchase programs do not obligate the Company to acquire any particular amount of common stock and may be suspended, recommenced or discontinued at any time or from time to time without prior notice. Repurchases may be made from time to time to the extent permitted by securities laws and other legal requirements, including provisions in our credit agreement placing limitations on such repurchases. The repurchase programs have been and will be funded from our operations.

NOTE 13 - SHARE-BASED COMPENSATION PLANS

We have an incentive plan under which stock options, stock awards, stock units and other share-based compensation may be granted to officers, non-employee directors and key employees of the Company. Under the terms of this plan, 3,250,000 shares were authorized and 2,086,953 shares are available for grant or issuance as of December 31, 2014. Any issuances under this plan are valued at the fair market value of the common stock on the grant date. The vesting and expiration of any stock option grants and the vesting schedule of any stock awards or stock units are determined by the Compensation and Personnel Committee of our Board of Directors at the time of the grant. Additionally, we have outstanding stock options that were issued under other plans, and no further grants may be made under those plans.

EMCOR Group, Inc. and Subsidiaries
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 13 - SHARE-BASED COMPENSATION PLANS - (Continued)

The following table summarizes activity regarding our stock options and awards of shares and stock units since December 31, 2011:

Stock Options			Restricted Stock Units		
	Shares	Weighted Average Price		Shares	Weighted Average Price
Balance, December 31, 2011	3,460,541	\$ 13.30	Balance, December 31, 2011	436,830	\$ 27.75
Granted	11,702	\$ 27.39	Granted	340,518	\$ 27.90
Expired	(25,624)	\$ 28.13	Forfeited		
Exercised	(1,590,242)	\$ 13.09	Vested	(238,461)	\$ 25.96
Balance, December 31, 2012	1,796,377	\$ 17.15	Balance, December 31, 2012	388,907	\$ 28.56
Granted	—	—	Granted	192,617	\$ 36.26
Expired	—	—	Forfeited	(15,298)	\$ 39.38
Exercised	(485,680)	\$ 14.55	Vested	(155,423)	\$ 27.77
Balance, December 31, 2013	1,310,697	\$ 18.12	Balance, December 31, 2013	610,804	\$ 31.17
Granted	—	—	Granted	176,418	\$ 43.06
Expired	—	—	Forfeited	(300)	\$ 43.76
Exercised	(743,923)	\$ 13.52	Vested	(152,423)	\$ 32.46
Balance, December 31, 2014	566,774	\$ 24.15	Balance, December 31, 2014	634,298	\$ 34.16

In addition, 12,264 shares were granted to certain non-employee directors as part of their annual retainer during the year ended December 31, 2012. No shares were granted to non-employee directors as part of their annual retainer during each of the years ended December 31, 2014 and 2013.

We recognized \$8.1 million, \$6.9 million and \$6.7 million of compensation expense for shares and stock units awarded to non-employee directors, and stock units awards to employees pursuant to incentive plans, for the years ended December 31, 2014, 2013 and 2012, respectively. We have \$4.5 million of compensation expense, net of income taxes, which will be recognized over the remaining vesting periods of up to approximately three years related to the stock units awarded to employees and non-employee directors.

All outstanding stock options were fully vested as of December 31, 2012; therefore, no compensation expense was recognized for the years ended December 31, 2014 and 2013. Compensation expense of \$0.1 million for the year ended December 31, 2012 was recognized due to the vesting of stock option grants. In addition, an aggregate of 76,001 restricted stock units granted to an employee and our non-employee directors vested as of December 31, 2014, but issuance has been deferred for up to five years or upon retirement. As a result of stock option exercises, \$6.9 million, \$5.2 million and \$8.8 million of proceeds were received during the years ended December 31, 2014, 2013 and 2012, respectively. The income tax benefit derived in 2014, 2013 and 2012 as a result of such exercises and share-based compensation was \$8.6 million, \$5.2 million and \$8.7 million, respectively, of which \$8.3 million, \$4.6 million and \$7.1 million, respectively, represented excess tax benefits.

The total intrinsic value of options (the amounts by which the stock price exceeded the exercise price of the option on the date of exercise) that was exercised during 2014, 2013 and 2012 was \$23.5 million, \$12.5 million and \$25.9 million, respectively.

At December 31, 2014, 2013 and 2012, 566,774 options, 1,310,697 options and 1,796,377 options were exercisable, respectively. The weighted average exercise price of exercisable options at December 31, 2014, 2013 and 2012 was approximately \$24.15, \$18.12 and \$17.15, respectively.

EMCOR Group, Inc. and Subsidiaries
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 13 - SHARE-BASED COMPENSATION PLANS - (Continued)

The following table summarizes information about our stock options as of December 31, 2014:

Stock Options Outstanding and Exercisable

Range of Exercise Prices	Number	Weighted Average Remaining Life	Weighted Average Exercise Price
\$12.09 - \$12.49	70,000	0.34 Years	\$12.30
\$20.42 - \$22.53	190,000	2.11 Years	\$21.09
\$22.00 - \$29.35	226,774	3.57 Years	\$26.18
\$36.03	80,000	0.47 Years	\$36.03

The total aggregate intrinsic value of options outstanding and exercisable as of December 31, 2014, 2013 and 2012 were approximately \$11.5 million, \$31.9 million and \$31.4 million, respectively.

There were no stock option grants during 2014 or 2013. For stock options granted during 2012, the fair value on the date of grant was calculated using the Black-Scholes option pricing model with the following weighted average assumptions:

Dividend yield	0.73%
Expected volatility	52.6%
Risk-free interest rate	0.5%
Expected life of options in years	3.6
Weighted average grant date fair value	\$10.18

Forfeitures of stock options have been historically insignificant to the calculation and were estimated to be zero in 2012.

We have an employee stock purchase plan. Under the terms of this plan, the maximum number of shares of our common stock that may be purchased is 3,000,000 shares. Generally, our corporate employees and non-union employees of our United States subsidiaries are eligible to participate in this plan. Employees covered by collective bargaining agreements generally are not eligible to participate in this plan.

NOTE 14 - RETIREMENT PLANS

Defined Benefit Plans

Our United Kingdom subsidiary has a defined benefit pension plan covering all eligible employees (the "UK Plan"); however, no individual joining the company after October 31, 2001 may participate in the plan. On May 31, 2010, we curtailed the future accrual of benefits for active employees under this plan.

We account for our UK Plan and other defined benefit plans in accordance with ASC 715, "Compensation-Retirement Benefits" ("ASC 715"). ASC 715 requires that (a) the funded status, which is measured as the difference between the fair value of plan assets and the projected benefit obligations, be recorded in our balance sheet with a corresponding adjustment to accumulated other comprehensive income (loss) and (b) gains and losses for the differences between actuarial assumptions and actual results, and unrecognized service costs, be recognized through accumulated other comprehensive income (loss). These amounts will be subsequently recognized as net periodic pension cost.

EMCOR Group, Inc. and Subsidiaries
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 14 - RETIREMENT PLANS - (Continued)

The change in benefit obligations and assets of the UK Plan for the years ended December 31, 2014 and 2013 consisted of the following components (in thousands):

	2014	2013
Change in pension benefit obligation		
Benefit obligation at beginning of year	\$ 308,877	\$ 302,306
Interest cost	1,402	12,336
Actuarial loss (gain)	40,906	(1,903)
Benefits paid	(9,915)	(9,663)
Foreign currency exchange rate changes	(21,089)	5,811
Benefit obligation at end of year	329,806	308,897
Change in pension plan assets		
Fair value of plan assets at beginning of year	269,811	249,650
Actual return on plan assets	34,012	27,969
Employer contributions	6,628	6,806
Benefits paid	(9,915)	(9,663)
Foreign currency exchange rate changes	(17,841)	5,948
Fair value of plan assets at end of year	282,095	269,811
Funded status at end of year	\$ (50,711)	\$ (39,066)

The actuarial loss in 2014 was a result of a significant drop in corporate bond yields leading to a reduction in the discount rate assumptions as disclosed below.

Amounts not yet reflected in net periodic pension cost and included in Accumulated other comprehensive loss:

	2014	2013
Unrecognized losses	\$ 102,673	\$ 87,461

The underfunded status of the UK Plan of \$50.7 million and \$39.1 million at December 31, 2014 and 2013, respectively, is included in "Other long-term obligations" in the accompanying Consolidated Balance Sheets. No plan assets are expected to be returned to us during the year ended December 31, 2015.

The weighted average assumptions used to determine benefit obligations as of December 31, 2014 and 2013 were as follows:

	2014	2013
Discount rate	3.8%	4.6%

The weighted average assumptions used to determine net periodic pension cost for the years ended December 31, 2014, 2013 and 2012 were as follows:

	2014	2013	2012
Discount rate	4.6%	4.3%	4.7%
Annual rate of return on plan assets	6.7%	6.7%	6.7%

EMCOR Group, Inc. and Subsidiaries

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 14 - RETIREMENT PLANS - (Continued)

The annual rate of return on plan assets has been determined by modeling possible returns using the actuary's portfolio return calculator and the fair value of plan assets. This models the long term expected returns of the various asset classes held in the portfolio and allows for the additional benefits of holding a diversified portfolio. For measurement purposes of the liability, the annual rates of inflation of covered pension benefits assumed for 2014 and 2013 were 2.0% and 2.3%, respectively.

The components of net periodic pension cost of the UK Plan for the years ended December 31, 2014, 2013 and 2012 were as follows (in thousands):

	2014	2013	2012
Interest cost	\$ 14,027	\$ 13,326	\$ 12,460
Expected return on plan assets	(16,888)	(14,369)	(13,058)
Amortization of unrecognized loss	2,029	2,360	2,433
Net periodic pension cost	\$ (832)	\$ 517	\$ 1,835

Actuarial gains and losses are amortized using a corridor approach whereby cumulative gains and losses in excess of the greater of 10% of the pension benefit obligation or the fair value of plan assets are amortized over the average life expectancy of plan participants. The amortization period for 2014 was 28 years.

The reclassification adjustment, net of income taxes, for the UK Plan from Accumulated other comprehensive loss into net periodic pension cost for the years ended December 31, 2014, 2013 and 2012 was approximately \$1.6 million, \$2.0 million and \$1.9 million, respectively, which was classified as a component of "Cost of sales" and "Selling, general and administrative expenses" on the Consolidated Statements of Operations. The estimated unrecognized loss for the UK Plan that will be amortized from Accumulated other comprehensive loss into net periodic pension cost over the next year is approximately \$2.1 million, net of income taxes.

UK Plan Assets

The weighted average asset allocations and weighted average target allocations at December 31, 2014 and 2013 were as follows:

Asset Category	Target Asset Allocation	December 31, 2014	December 31, 2013
Equity securities	43.0%	47.2%	53.4%
Debt securities	55.0%	56.6%	46.4%
Cash	2.0%	0.2%	0.2%
Total	100.0%	100.0%	100.0%

Plan assets of our UK Plan are invested in marketable equity and equity like securities through various funds. These funds invest in a diverse range of investments, trading in the United Kingdom, the United States and other international locations, such as Asia Pacific and other European locations. Debt securities are invested in funds that invest in UK corporate bonds and UK government bonds.

The following tables set forth by level, within the fair value hierarchy discussed in Note 10 - Fair Value Measurements, the fair value of assets of the UK Plan as of December 31, 2014 and 2013 (in thousands):

Asset Category	Assets at Fair Value as of December 31, 2014			
	Level 1	Level 2	Level 3	Total
Equity and equity like investments	\$ —	\$ 116,899	\$ 4,840	\$ 121,739
Corporate bonds	—	124,380	—	124,380
Government bonds	—	33,319	—	33,319
Cash	657	—	—	657
Total	\$ 657	\$ 276,598	\$ 4,840	\$ 282,095

EMCOR Group, Inc. and Subsidiaries
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 14 - RETIREMENT PLANS - (Continued)

Asset Category	Assets at Fair Value as of December 31, 2013			
	Level 1	Level 2	Level 3	Total
Equity and equity like investments	\$ —	\$ 136,908	\$ 5,196	\$ 142,104
Corporate bonds	—	101,337	—	101,337
Government bonds	—	23,716	—	23,716
Cash	654	—	—	654
Total	\$ 654	\$ 261,961	\$ 5,196	\$ 267,811

In regards to the plan assets of our UK Plan, investment amounts have been allocated within the fair value hierarchy across all three levels. The characteristics of the assets that sit within each level are summarized as follows:

Level 1-This asset represents cash.

Level 2-These assets are a combination of the following:

- (a) Assets that are not exchange traded but have a unit price that is based on the net asset value of the fund. The unit prices are not quoted but the underlying assets held by the fund are either:
 - (i) held in a variety of listed investments
 - (ii) held in UK treasury bonds or corporate bonds with the asset value being based on fixed income streams. Some of the underlying bonds are also listed on regulated markets.

It is the value of the underlying assets that have been used to calculate the unit price of the fund.

- (b) Assets that are not exchange traded but have a unit price that is based on the net asset value of the fund. The unit prices are quoted. The underlying assets within these funds comprise cash or assets that are listed on a regulated market (i.e., the values are based on observable market data) and it is these values that are used to calculate the unit price of the fund.

Level 3-Assets that are not exchange traded but have a unit price that is based on the net asset value of the fund. The unit prices are not quoted and are not available on any market.

The table below sets forth a summary of changes in the fair value of the UK Plan's Level 3 assets for the years ended December 31, 2014 and 2013 (in thousands):

Equity and Equity Like Investments	2014	2013
Start of year balance	\$ 5,196	\$ 4,906
Actual return on plan assets, relating to assets still held at reporting date	—	99
Purchases, sales and settlements, net	(48)	—
Change due to exchange rate changes	(308)	101
End of year balance	\$ 4,840	\$ 5,106

The investment policies and strategies for the plan assets are established by the plan trustees (who are independent of the Company) to achieve a reasonable balance between risk, likely return and administration expense, as well as to maintain funds at a level to meet minimum funding requirements. In order to ensure that an appropriate investment strategy is in place, an analysis of the UK Plan's assets and liabilities is completed periodically.

EMCOR Group, Inc. and Subsidiaries
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 14 - RETIREMENT PLANS - (Continued)

Cash Flows:

Contributions

Our United Kingdom subsidiary expects to contribute approximately \$5.7 million to its UK Plan in 2015.

Estimated Future Benefit Payments

The following estimated benefit payments are expected to be paid in the following years (in thousands):

	Pension Benefits
2015	9,348
2016	9,816
2017	10,091
2018	10,372
2019	10,664
Succeeding five years	57,969

The following table shows certain information for the UK Plan where the accumulated benefit obligation is in excess of plan assets as of December 31, 2014 and 2013 (in thousands):

	2014	2013
Projected benefit obligation	\$ 332,806	\$ 308,877
Accumulated benefit obligation	\$ 332,806	\$ 308,877
Fair value of plan assets	\$ 282,093	\$ 269,811

We also sponsor two U.S. defined benefit plans in which participation by new individuals is frozen. The benefit obligation associated with these plans as of December 31, 2014 and 2013 was approximately \$6.7 million and \$6.6 million, respectively. The estimated fair value of the plan assets as of December 31, 2014 and 2013 was approximately \$5.1 million and \$4.9 million, respectively. The plan assets are considered Level 1 assets within the fair value hierarchy and are predominantly invested in cash, equities, and equity and bond funds. The pension liability balances as of December 31, 2014 and 2013 are classified as "Other long-term obligations" on the accompanying Consolidated Balance Sheets. The measurement date for these two plans is December 31 of each year. The major assumptions used in the actuarial valuations to determine benefit obligations as of December 31, 2014 and 2013 included discount rates of 4.50% and 4.30% for the 2014 period and 4.50% and 4.30% for the 2013 period. Also, included was an expected rate of return of 7.00% for the 2014 and 2013 periods, respectively. The reclassification adjustment, net of income taxes, from Accumulated other comprehensive loss into net periodic pension cost for the years ended December 31, 2014, 2013 and 2012 was approximately \$0.2 million, \$0.3 million and \$0.2 million, respectively, which was classified as a component of "Selling, general and administrative expenses" on the Consolidated Statements of Operations. The estimated loss for these plans that will be amortized from Accumulated other comprehensive loss into net periodic pension cost over the next year is approximately \$0.2 million, net of income taxes. The future estimated benefit payments expected to be paid from the plans for the next ten years is approximately \$0.4 million per year.

EMCOR Group, Inc. and Subsidiaries
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 14 - RETIREMENT PLANS - (Continued)

Multiemployer Plans

We participate in over 200 multiemployer pension plans ("MEPPs") that provide retirement benefits to certain union employees in accordance with various collective bargaining agreements ("CBAs"). As one of many participating employers in these MEPPs, we are responsible with the other participating employers for any plan underfunding. Our contributions to a particular MEPP are established by the applicable CBAs; however, our required contributions may increase based on the funded status of an MEPP and legal requirements of the Pension Protection Act of 2006 (the "PPA"), which requires substantially underfunded MEPPs to implement a funding improvement plan ("FIP") or a rehabilitation plan ("RP") to improve their funded status. Factors that could impact funded status of an MEPP include, without limitation, investment performance, changes in the participant demographics, decline in the number of contributing employers, changes in actuarial assumptions and the utilization of extended amortization provisions.

An FIP or RP requires a particular MEPP to adopt measures to correct its underfunding status. These measures may include, but are not limited to: (a) an increase in our contribution rate as a signatory to the applicable CBA, (b) a reallocation of the contributions already being made by participating employers for various benefits to individuals participating in the MEPP and/or (c) a reduction in the benefits to be paid to future and/or current retirees. In addition, the PPA requires that a 5% surcharge be levied on employer contributions for the first year commencing shortly after the date the employer receives notice that the MEPP is in critical status and a 10% surcharge on each succeeding year until a CBA is in place with terms and conditions consistent with the RP.

We could also be obligated to make payments to MEPPs if we either cease to have an obligation to contribute to the MEPP or significantly reduce our contributions to the MEPP because we reduce our number of employees who are covered by the relevant MEPP for various reasons, including, but not limited to, layoffs or closure of a subsidiary assuming the MEPP has unfunded vested benefits. The amount of such payments (known as a complete or partial withdrawal liability) would equal our proportionate share of the MEPPs' unfunded vested benefits. We believe that certain of the MEPPs in which we participate may have unfunded vested benefits. Due to uncertainty regarding future factors that could trigger withdrawal liability, as well as the absence of specific information regarding the MEPP's current financial situation, we are unable to determine (a) the amount and timing of any future withdrawal liability, if any, and (b) whether our participation in these MEPPs could have a material adverse impact on our financial position, results of operations or liquidity. We recorded a withdrawal liability of approximately \$0.1 million for the year ended December 31, 2013. We did not record any withdrawal liability for the years ended December 31, 2014 and 2012.

The following table lists all domestic MEPPs to which our contributions exceeded \$2.0 million in 2014. Additionally, this table also lists all domestic MEPPs to which we contributed in 2014 in excess of \$0.5 million for MEPPs in the critical status, "red zone" and \$1.0 million in the endangered status, "orange or yellow zones", as defined by the PPA (in thousands):

Pension Fund	EIN/Pension Plan Number	PPA Zone Status ⁽¹⁾		FIP/RP Status	Contributions			Contributions greater than 5% of total plan contributions ⁽²⁾	Expiration date of CBA
		2014	2013		2014	2013	2012		
Sheet Metal Workers National Pension Fund	24-6112739 001	Yellow	Yellow	Implemented	10,425	12,569	10,999	No	February 2015 to June 2019
Sheet Metal Workers National Pension Fund	52-6112463 001	Yellow	Red	Implemented	9,977	9,476	9,837	No	April 2015 to June 2019
Minors of the International Brotherhood of Teamsters Pension Fund	32-0181632 901	Green	Green	N/A	7,035	7,961	7,772	No	January 2015 to May 2019
Central Pension Fund of the International Union of Operating Engineers and Participating Employers	36-6052390 001	Green	Green	N/A	6,518	6,296	6,076	No	November 2015 to December 2018
United Brotherhood of Carpenters and Joiners of America Pension Fund	13-0123601 001	Green	Green	N/A	3,111	3,189	3,722	No	May 2015 to January 2019

EMCOR Group, Inc. and Subsidiaries
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 14 - RETIREMENT PLANS - (Continued)

Pension Fund	EIN/Pension Plan Number	RPA Zone Status ⁽¹⁾		FIP/RP Status	Contributions			Contributions greater than 5% of total plan contributions ⁽²⁾	Expiration date of CBA
		2014	2013		2014	2013	2012		
National Association of Broadcasters Pension Fund	51-6034820 001	Red	Red	Implemented	3,800	4,228	4,855	No	June 2015 to June 2017
Plumbers Pipefitters & Mechanical Equipment Service Local Union 392 Pension Plan	51-0655223 001	Red	Red	Implemented	4,962	4,128	3,848	Yes	June 2019
International Brotherhood of Teamsters Local Union 184 Pension Plan	51-6030132 002	Green	Green	N/A	2,031	2,418	2,190	No	May 2015
U.A. Local 393 Pension Trust Fund Defined Benefit	94-6359772 002	Green	Green	N/A	3,585	2,811	2,181	Yes	June 2015
Sheet Metal Workers Pension Plan of Northern California	51-6015939 001	Red	Red	Implemented	1,467	1,638	1,881	No	June 2016
Northern California Pipe Trades Pension Plan	94-3190386 001	Green	Green	N/A	3,270	2,258	3,582	No	May 2015 to June 2015
Pipefitters Union Local 394 Pension Fund	51-6030859 001	Green	Green	N/A	2,981	3,690	2,747	Yes	January 2013 to August 2017
Electrical Workers Local No. 26 Pension Trust Fund	52-6117919 001	Green	Green	N/A	2,880	2,878	3,049	Yes	February 2013 to January 2018
Southern California Pipe Trades Retirement Fund	51-6010844 001	Green	Green	N/A	2,365	1,498	3,415	Yes	June 2015 to August 2016
Southern California IBEW-NECA Pension Trust Fund	95-6392774 001	Yellow	Yellow	Implemented	2,776	3,215	3,266	No	May 2015 to November 2019
Electrician Local 100 Pension Fund	51-6009493 001	Green	Green	N/A	2,095	2,083	3,390	Yes	February 2015 to May 2015
Arizona Pipe Trades Pension Plan	86-6025734 001	Green	Green	N/A	2,098	4,108	6,871	Yes	June 2017 to July 2017
Health, Piping & Refrigeration Pension Fund	52-1038013 001	Yellow	Yellow	Implemented	1,871	2,139	2,076	No	January 2015 to February 2017
Sheet Metal Workers Pension Plan of Southern California, Arizona & Nevada	95-6052257 001	Red	Red	Implemented	1,824	1,271	1,072	No	June 2015 to June 2019
Local 233 Defined Benefit Pension Plan	94-3042419 001	Yellow	Yellow	Implemented	1,005	1,222	927	No	June 2015 to June 2017
Local No. 697 IBEW and Electrical Industry Pension Fund	51-6133048 001	Yellow	Yellow	Implemented	1,499	1,443	1,757	Yes	May 2015
Rollercoaster Race and Amusement Park Local Union Pension Fund	48-6168020 001	Yellow	Yellow	Implemented	1,317	1,328	1,056	No	September 2013 to September 2017
Plumbing & Pipe Fitting Local 219 Pension Fund	34-6682376 001	Red	Red	Implemented	1,107	1,142	936	Yes	May 2017
Plumbing Trades United Pension Trust Fund	51-6049409 001	Yellow	Yellow	Implemented	1,033	918	1,010	No	May 2016

EMCOR Group, Inc. and Subsidiaries
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 14 - RETIREMENT PLANS - (Continued)

Pension Fund	EIN/Pension Plan Number	PPA Zone Status ⁽¹⁾		FIP/RP Status	Contributions			Contributions greater than 5% of total plan contributions ⁽²⁾	Expiration date of CBA
		2014	2013		2014	2013	2012		
Steamfitters Local Union No. 420 Pension Plan	23-2004424 001	Red	Red	Implemented	862	831	1,557	No	April 2017 to May 2017
Electricians Local 102 Pension Fund	31-6123990 001	Red	Red	Implemented ⁽³⁾	518	770	757	Yes	May 2015
Local 73 Retirement Plan	15-6016577 001	Red	Red	Implemented ⁽³⁾	805	225	—	No	April 2015
Local 402 Defined Benefit Plan	31-2333607 005	Red	Red	Implemented	787	681	534	No	June 2015 to June 2017
Carpenters Pension Trust Fund for Northern California	94-6050970 001	Red	Red	Pending	522	452	539	No	June 2019
Other Multiemployer Pension Plans					41,227	48,499	40,762		Various
Total Contributions					<u>\$ 137,991</u>	<u>\$ 141,271</u>	<u>\$ 138,716</u>		

- (1) The zone status represents the most recent available information for the respective MEPP, which may be 2013 or earlier for the 2014 year and 2012 or earlier for the 2013 year.
- (2) This information was obtained from the respective plans' Form 5500 ("Forms") for the most current available filing. These dates may not correspond with our fiscal year contributions. The above noted percentages of contributions are based upon disclosures contained in the plans' Forms. Those Forms, among other things, disclose the names of individual participating employers whose annual contributions account for more than 5% of the aggregate annual amount contributed by all participating employers for a plan year. Accordingly, if the annual contribution of two or more of our subsidiaries each accounted for less than 5% of such contributions, but in the aggregate accounted for in excess of 5% of such contributions, that greater percentage is not available and accordingly is not disclosed.
- (3) For these respective plans, a funding surcharge was currently in effect for 2014.

The nature and diversity of our business may result in volatility in the amount of our contributions to a particular MEPP for any given period. That is because, in any given market, we could be working on a significant project and/or projects, which could result in an increase in our direct labor force and a corresponding increase in our contributions to the MEPP(s) dictated by the applicable CBA. When that particular project(s) finishes and is not replaced, the number of participants in the MEPP(s) who are employed by us would also decrease, as would our level of contributions to the particular MEPP(s). Additionally, the amount of contributions to a particular MEPP could also be affected by the terms of the CBA, which could require at a particular time, an increase in the contribution rate and/or surcharges. Our contributions to various MEPPs did not increase as a result of acquisitions made since 2012.

We also participate in two MEPPs that are located within the United Kingdom for which we have contributed \$0.2 million for the year ended December 31, 2014 and \$0.3 million for each of the years ended December 31, 2013 and 2012. The information that we have obtained relating to these plans is not as readily available and/or as comparable as the information that has been ascertained in the United States. Based upon the most recently available information, one of the plans is 100% funded, and the other plan is less than 65% funded. A recovery plan has been put in place for the plan that is less than 65% funded, which requires higher contribution amounts to be paid by our UK operations.

Additionally, we contribute to certain multiemployer plans that provide post retirement benefits such as health and welfare benefits and/or defined contribution/annuity plans, among others. Our contributions to these plans approximated \$98.3 million, \$93.5 million and \$89.9 million for the years ended December 31, 2014, 2013 and 2012, respectively. Our contributions to other post retirement benefit plans did not increase as a result of acquisitions made since 2012. The amount of contributions to these plans is also subject for the most part to the factors discussed above in conjunction with the MEPPs.

Defined Contribution Plans

We have defined contribution retirement and savings plans that cover eligible employees in the United States. Contributions to these plans are based on a percentage of the employee's base compensation. The expenses recognized for the years ended December 31, 2014, 2013 and 2012 for these plans were \$25.3 million, \$22.6 million and \$20.7 million, respectively. At our discretion, we may make additional supplemental matching contributions to a defined contribution retirement and savings plan.

EMCOR Group, Inc. and Subsidiaries
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 14 - RETIREMENT PLANS - (Continued)

The expenses recognized related to additional supplemental matching for the years ended December 31, 2014, 2013 and 2012 were \$4.3 million, \$4.0 million and \$3.6 million, respectively.

Our United Kingdom subsidiary has defined contribution retirement plans. The expense recognized for the years ended December 31, 2014, 2013 and 2012 was \$4.8 million, \$5.0 million and \$5.7 million, respectively.

NOTE 15 - COMMITMENTS AND CONTINGENCIES

Commitments

We lease land, buildings and equipment under various leases. The leases frequently include renewal options and escalation clauses and require us to pay for utilities, taxes, insurance and maintenance expenses.

Future minimum payments, by year and in the aggregate, under capital leases, non-cancelable operating leases and related subleases with initial or remaining terms of one or more years at December 31, 2014, were as follows (in thousands):

	Capital Leases	Operating Leases	Sublease Income
2015	\$ 1,814	\$ 36,692	\$ 1,210
2016	857	44,962	334
2017	431	32,111	72
2018	115	21,630	—
2019	—	13,905	—
Thereafter	—	24,990	—
Total minimum lease payments	\$ 3,020	\$ 194,290	\$ 1,636
Amounts representing interest	(137)		
Present value of net minimum lease payments	\$ 2,883		

Rent expense for operating leases and other rental items, including short-term equipment rentals charged to cost of sales for our construction contracts, for the years ended December 31, 2014, 2013 and 2012 was \$118.4 million, \$118.6 million and \$115.6 million, respectively. Rent expense for the years ended December 31, 2014, 2013 and 2012 was reported net of sublease rental income of \$1.3 million, \$1.2 million and \$1.0 million, respectively.

Contractual Guarantees

We have agreements with our executive officers and certain other key management personnel providing for severance benefits for such employees upon termination of their employment under certain circumstances.

From time to time in the ordinary course of business, we guarantee obligations of our subsidiaries under certain contracts. Generally, we are liable under such an arrangement only if our subsidiary fails to perform its obligations under the contract. Historically, we have not incurred any substantial liabilities as a consequence of these guarantees.

The terms of our construction contracts frequently require that we obtain from surety companies ("Surety Companies") and provide to our customers payment and performance bonds ("Surety Bonds") as a condition to the award of such contracts. The Surety Bonds secure our payment and performance obligations under such contracts, and we have agreed to indemnify the Surety Companies for amounts, if any, paid by them in respect of Surety Bonds issued on our behalf. In addition, at the request of labor unions representing certain of our employees, Surety Bonds are sometimes provided to secure obligations for wages and benefits payable to or for such employees. Public sector contracts require Surety Bonds more frequently than private sector contracts, and accordingly, our bonding requirements typically increase as the amount of public sector work increases. As of December 31, 2014, based on our percentage-of-completion of our projects covered by Surety Bonds, our aggregate estimated exposure, had there been defaults on all our then existing contractual obligations, was approximately \$1.1 billion. The Surety Bonds are issued by Surety Companies in return for premiums, which vary depending on the size and type of bond.

We are subject to regulation with respect to the handling of certain materials used in construction, which are classified as hazardous or toxic by federal, state and local agencies. Our practice is to avoid participation in projects principally involving the

EMCOR Group, Inc. and Subsidiaries
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 15 - COMMITMENTS AND CONTINGENCIES - (Continued)

remediation or removal of such materials. However, when remediation is required as part of our contract performance, we believe we comply with all applicable regulations governing the discharge of material into the environment or otherwise relating to the protection of the environment.

At December 31, 2014, we employed approximately 27,000 people, approximately 55% of whom are represented by various unions pursuant to more than 375 collective bargaining agreements between our individual subsidiaries and local unions. We believe that our employee relations are generally good. Only two of these collective bargaining agreements are national or regional in scope.

Restructuring expenses were \$1.2 million, \$0.6 million and \$0.1 million for 2014, 2013 and 2012, respectively. The 2014 restructuring expenses included \$0.6 million of employee severance obligations and \$0.6 million relating to the termination of leased facilities. The 2013 restructuring expenses included \$0.5 million of employee severance obligations and \$0.1 million relating to the termination of leased facilities. The 2012 restructuring expenses included \$0.07 million of employee severance obligations and \$0.07 million relating to the termination of leased facilities. As of December 31, 2014, 2013 and 2012, the balance of our restructuring related obligations yet to be paid was \$0.3 million, \$0.2 million and \$0.1 million, respectively. The majority of obligations outstanding as of December 31, 2013 and 2012 were paid during 2014 and 2013. The majority of obligations outstanding as of December 31, 2014 will be paid during 2015. No material expenses in connection with restructuring from continuing operations are expected to be incurred during 2015.

The changes in restructuring activity by reportable segments during the years ended December 31, 2014 and December 31, 2013 were as follows (in thousands):

	United States electrical construction and facilities services segment	United States mechanical construction and facilities services segment	United States building services segment	Corporate Administration	Total
Balance at December 31, 2012	\$ 5	\$ 1	\$ —	\$ —	\$ 6
Charges	—	479	168	—	647
Payments	(25)	(313)	(168)	—	(506)
Balance at December 31, 2013	30	164	—	—	194
Charges	638	230	—	300	1,168
Payments	(413)	(368)	—	(300)	(1,081)
Balance at December 31, 2014	\$ 25	\$ 26	\$ —	\$ —	\$ 51

A summary of restructuring expenses by reportable segments recognized for the year ended December 31, 2014 was as follows (in thousands):

	United States electrical construction and facilities services segment	United States mechanical construction and facilities services segment	United States building services segment	Corporate Administration	Total
Severance	\$ 257	\$ 31	\$ —	\$ —	\$ 288
Leased facilities	381	(81)	—	300	600
Total charges	\$ 638	\$ 230	\$ —	\$ 300	\$ 1,168

EMCOR Group, Inc. and Subsidiaries
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 15 - COMMITMENTS AND CONTINGENCIES - (Continued)

Government Contracts

As a government contractor, we are subject to U.S. government audits and investigations relating to our operations, fines, penalties and compensatory and treble damages, and possible suspension or debarment from doing business with the government. Based on currently available information, we believe the outcome of ongoing government disputes and investigations will not have a material impact on our financial position, results of operations or liquidity.

Legal Matters

One of our subsidiaries was a subcontractor to a mechanical contractor ("Mechanical Contractor") on a construction project where an explosion occurred. An investigation of the matter could not determine who was responsible for the explosion. As a result of the explosion, lawsuits have been commenced against various parties, but, to date, no lawsuits have been commenced against our subsidiary with respect to personal injury or damage to property as a consequence of the explosion. However, the Mechanical Contractor has asserted claims, in the context of an arbitration proceeding against our subsidiary, alleging that our subsidiary is responsible for a portion of the damages for which the Mechanical Contractor may be liable as a result of: (a) personal injury suffered by individuals as a result of the explosion and (b) the Mechanical Contractor's legal fees and associated management costs in defending against any and all such claims. In the most recent filing with the Arbitrator, the Mechanical Contractor has stated claims against our subsidiary for alleged violations of the Connecticut and Massachusetts Unfair and Deceptive Trade Practices Acts in the ongoing arbitration proceeding. Further, the general contractor (as assignee of the Mechanical Contractor) on the construction project, and for whom the Mechanical Contractor worked, has alleged that our subsidiary is responsible for losses asserted by the owner of the project and/or the general contractor because of delays in completion of the project and for damages to the owner's property. We believe, and have been advised by counsel, that we have a number of meritorious defenses to all such matters. We believe that the ultimate outcome of such matters will not have a material adverse effect on our consolidated financial position, results of operations or liquidity. Notwithstanding our assessment of the final impact of this matter, we are not able to estimate with any certainty the amount of loss, if any, which would be associated with an adverse resolution.

One of our subsidiaries, USM, Inc. ("USM"), doing business in California provides, among other things, janitorial services to its customers by having those services performed by independent janitorial companies. USM and one of its customers, which owns retail stores (the "Customer"), are co-defendants in a federal class action lawsuit brought by five employees of USM's California janitorial subcontractors. The action was commenced on September 5, 2013 in a Superior Court of California and was removed by USM on November 22, 2013 to the United States District Court for the Northern District of California. The employees allege in their complaint, among other things, that USM and the Customer, during a period that began before our acquisition of USM, violated a California statute that prohibits USM from entering into a contract with a janitorial subcontractor when it knows or should know that the contract does not include funds sufficient to allow the janitorial contractor to comply with all local, state and federal laws or regulations governing the labor or services to be provided. The employees have asserted that the amounts USM pays to its janitorial subcontractors are insufficient to allow those janitorial subcontractors to meet their obligations regarding, among other things, wages due for all hours their employees worked, minimum wages, overtime pay and meal and rest breaks. These employees seek to represent not only themselves, but also all other individuals who provided janitorial services at the Customer's stores in California during the relevant four year time period. We do not believe USM or the Customer has violated the California statute or that the employees may bring the action as a class action on behalf of other employees of janitorial companies with whom USM subcontracted for the provision of janitorial services to the Customer. However, if the pending lawsuit is certified as a class action and USM is found to have violated the California statute, USM might have to pay significant damages and might be subject to similar lawsuits regarding the provision of janitorial services to its other customers in California. The plaintiffs seek a declaratory judgment that USM has violated the California statute, monetary damages, including all unpaid wages and thereon, restitution for unpaid wages, and an award of attorneys' fees and costs.

On February 17, 2015, USM and its Customer entered into a consent decree which, subject to approval of the consent decree by the federal judge in the United States District Court for the Northern District of California following a determination by the Court of the consent decree's fairness, adequacy and reasonableness, will resolve the claims and defenses asserted in the class action. Under the terms of the consent decree, USM is to (a) pay an aggregate of \$1.0 million (i) for monetary relief to the members of the class, (ii) for awards to the class representative plaintiffs, (iii) for California Labor Code Private Attorney General Act payments to the State of California for an immaterial amount, and (iv) for all costs of notice and administration of the claims process, (b) pay to counsel for the class an aggregate of \$1.3 million, of which \$0.25 million is to be allocated for their reimbursable costs and litigation expenses and \$1.05 million is to be allocated for attorneys' fees, and (c) establish procedures to monitor USM's California subcontractors providing janitorial services to its Customer designed principally to ensure janitorial employees of those

EMCOR Group, Inc. and Subsidiaries

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 15 - COMMITMENTS AND CONTINGENCIES - (Continued)

subcontractors are paid no less than minimum wage. The settlement amount has been accrued for as of December 31, 2014, and payment is expected to be made in 2015.

We are involved in several other proceedings in which damages and claims have been asserted against us. Other potential claims may exist that have not yet been asserted against us. We believe that we have a number of valid defenses to such proceedings and claims and intend to vigorously defend ourselves. We do not believe that any such matters will have a material adverse effect on our financial position, results of operations or liquidity. Litigation is subject to many uncertainties and the outcome of litigation is not predictable with assurance. It is possible that some litigation matters for which reserves have not been established could be decided unfavorably to us, and that any such unfavorable decisions could have a material adverse effect on our financial position, results of operations or liquidity.

NOTE 16 - ADDITIONAL CASH FLOW INFORMATION

The following presents information about cash paid for interest, income taxes and other non-cash financing activities for the years ended December 31, 2014, 2013 and 2012 (in thousands):

	2014	2013	2012
Cash paid during the year for:			
Interest	\$ 7,421	\$ 10,568	\$ 5,633
Income taxes	\$ 88,277	\$ 104,324	\$ 62,824
Non-cash financing activities:			
Assets acquired under capital lease obligations	\$ 93	\$ 414	\$ 1,590

NOTE 17 - SEGMENT INFORMATION

We have the following reportable segments: (a) United States electrical construction and facilities services (involving systems for electrical power transmission and distribution; premises electrical and lighting systems; low-voltage systems, such as fire alarm, security and process control; voice and data communication; roadway and transit lighting; and fiber optic lines); (b) United States mechanical construction and facilities services (involving systems for heating, ventilation, air conditioning, refrigeration and clean-room process ventilation; fire protection; plumbing, process and high-purity piping; controls and filtration; water and wastewater treatment and central plant heating and cooling; cranes and rigging; millwrighting; and steel fabrication, erection and welding); (c) United States building services; (d) United States industrial services; and (e) United Kingdom building services. The "United States building services" and "United Kingdom building services" segments principally consist of those operations which provide a portfolio of services needed to support the operation and maintenance of customers' facilities, including commercial and government site-based operations and maintenance; facility maintenance and services, including reception, security and catering services; outage services to utilities and industrial plants; military base operations support services; mobile maintenance and services; floor care and janitorial services; landscaping, lot sweeping and snow removal; facilities management; vendor management; call center services; installation and support for building systems; program development, management and maintenance for energy systems; technical consulting and diagnostic services; infrastructure and building projects for federal, state and local governmental agencies and bodies; and small modification and retrofit projects, which services are not generally related to customers' construction programs. The segment "United States industrial services" principally consists of those operations which provide industrial maintenance and services, including those for refineries and petrochemical plants, including on-site repairs, maintenance and service of heat exchangers, towers, vessels and piping; design, manufacturing, repair and hydro blast cleaning of shell and tube heat exchangers and related equipment; refinery turnaround planning and engineering services; specialty welding services; overhaul and maintenance of critical process units in refineries and petrochemical plants; and specialty technical services for refineries and petrochemical plants.

EMCOR Group, Inc. and Subsidiaries
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 17 - SEGMENT INFORMATION - (Continued)

The following tables present information about industry segments and geographic areas for the years ended December 31, 2014, 2013 and 2012 (in thousands):

	2014	2013	2012
Revenues from unrelated entities:			
United States electrical construction and facilities services	\$ 1,311,988	\$ 1,345,750	\$ 1,211,692
United States mechanical construction and facilities services	2,201,212	2,329,834	2,386,498
United States building services	1,721,341	1,704,978	1,807,917
United States industrial services	839,980	519,413	401,793
Total United States operations	6,074,521	5,989,975	5,807,900
United Kingdom building services	350,444	343,552	387,594
Total worldwide operations	<u>\$ 6,424,965</u>	<u>\$ 6,333,527</u>	<u>\$ 6,195,494</u>
Total revenues:			
United States electrical construction and facilities services	\$ 1,326,547	\$ 1,371,979	\$ 1,233,468
United States mechanical construction and facilities services	2,219,886	2,387,072	2,414,296
United States building services	1,762,697	1,839,129	1,837,995
United States industrial services	842,040	522,417	405,002
Less intersegment revenues	(76,649)	(130,622)	(82,861)
Total United States operations	6,074,521	5,989,975	5,807,900
United Kingdom building services	350,444	343,552	387,594
Total worldwide operations	<u>\$ 6,424,965</u>	<u>\$ 6,333,527</u>	<u>\$ 6,195,494</u>
Operating income (loss):			
United States electrical construction and facilities services	\$ 90,573	\$ 98,114	\$ 100,336
United States mechanical construction and facilities services	114,418	93,765	125,261
United States building services	63,885	67,225	43,290
United States industrial services	63,159	38,763	37,241
Total United States operations	334,435	297,867	306,528
United Kingdom building services	15,011	13,021	17,388
Corporate administration	(68,378)	(69,351)	(63,468)
Restructuring expenses	(1,168)	(647)	(145)
Impairment loss on identifiable intangible assets	(1,471)	—	—
Gain on sale of building	11,749	—	—
Total worldwide operations	289,878	240,350	280,303
Other corporate items:			
Interest expense	(9,075)	(8,769)	(7,275)
Interest income	842	1,128	1,556
Income from continuing operations before income taxes	<u>\$ 281,645</u>	<u>\$ 232,709</u>	<u>\$ 254,584</u>

EMCOR Group, Inc. and Subsidiaries
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 17 - SEGMENT INFORMATION - (Continued)

	2014	2013	2012
Capital expenditures:			
United States electrical construction and facilities services	\$ 6,671	\$ 76,164	\$ 5,273
United States mechanical construction and facilities services	8,631	8,866	8,119
United States building services	10,689	7,579	11,086
United States industrial services	9,139	10,281	11,124
Total United States operations	35,030	102,890	35,602
United Kingdom building services	1,935	1,536	3,604
Corporate administration	1,070	1,071	669
Total worldwide operations	<u>\$ 38,035</u>	<u>\$ 35,497</u>	<u>\$ 37,875</u>

Depreciation and amortization of Property, plant and equipment:

United States electrical construction and facilities services	\$ 4,237	\$ 5,640	\$ 3,926
United States mechanical construction and facilities services	7,600	7,280	6,768
United States building services	19,660	11,288	16,534
United States industrial services	9,839	8,781	6,560
Total United States operations	31,336	32,989	27,838
United Kingdom building services	3,305	4,477	2,594
Corporate administration	883	844	772
Total worldwide operations	<u>\$ 36,524</u>	<u>\$ 36,310</u>	<u>\$ 31,204</u>

Costs and estimated earnings in excess of billings on uncompleted contracts:

United States electrical construction and facilities services	\$ 37,464	\$ 28,988	\$ 28,207
United States mechanical construction and facilities services	43,443	38,804	34,084
United States building services	18,555	14,957	15,523
United States industrial services	281	5	—
Total United States operations	99,743	82,754	77,814
United Kingdom building services	8,458	7,973	15,242
Total worldwide operations	<u>\$ 108,201</u>	<u>\$ 90,727</u>	<u>\$ 93,056</u>

Billings in excess of costs and estimated earnings on uncompleted contracts:

United States electrical construction and facilities services	\$ 114,432	\$ 113,458	\$ 89,889
United States mechanical construction and facilities services	199,983	205,974	219,876
United States building services	38,059	30,827	36,319
United States industrial services	1,516	805	—
Total United States operations	353,990	356,064	346,084
United Kingdom building services	14,575	25,231	37,443
Total worldwide operations	<u>\$ 368,565</u>	<u>\$ 381,295</u>	<u>\$ 383,527</u>

EMCOR Group, Inc. and Subsidiaries
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 17 - SEGMENT INFORMATION - (Continued)

	2014	2013	2012
Long-lived assets:			
United States electrical construction and facilities services	\$ 18,792	\$ 16,512	\$ 14,146
United States mechanical construction and facilities services	288,161	293,790	269,990
United States building services	392,364	406,408	440,641
United States industrial services	750,101	772,209	280,170
Total United States operations	1,449,418	1,489,009	1,015,947
United Kingdom building services	6,899	8,831	11,502
Corporate administration	2,023	1,896	1,810
Total worldwide operations	<u>\$ 1,458,340</u>	<u>\$ 1,499,736</u>	<u>\$ 1,026,968</u>
Total assets:			
United States electrical construction and facilities services	\$ 332,130	\$ 329,742	\$ 283,997
United States mechanical construction and facilities services	793,056	795,256	785,286
United States building services	737,082	756,783	800,981
United States industrial services	954,018	940,916	400,207
Total United States operations	2,816,306	2,822,699	2,269,371
United Kingdom building services	130,340	160,828	214,455
Corporate administration	44,321	48,388	62,044
Total worldwide operations	<u>\$ 3,388,967</u>	<u>\$ 3,465,915</u>	<u>\$ 3,107,070</u>

Our United Kingdom building services segment recognized income of \$4.8 million during the second quarter of 2014, which has been recorded as a reduction of "Cost of sales" in the Consolidated Statements of Operations for the year ended December 31, 2014, as a result of a reduction in the estimate of certain accrued contract costs that were no longer expected to be incurred within its building services operations. Our corporate administration operating loss for the year ended December 31, 2013 was reduced by the receipt of an insurance recovery of approximately \$2.6 million that was received in January 2013 associated with a previously disposed of operation, which is classified as a component of "Cost of sales" in the Consolidated Statements of Operations.

EMCOR Group, Inc. and Subsidiaries
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 18 - SELECTED UNAUDITED QUARTERLY INFORMATION

(In thousands, except per share data)

Quarterly and year-to-date computations of per share amounts are made independently; therefore, the sum of per share amounts for the quarters may not equal per share amounts for the year. The results of the construction operations of our United Kingdom segment for all periods are presented as discontinued operations.

	March 31	June 30	Sept. 30	Dec. 31
2014 Quarterly Results				
Revenues	\$ 1,590,839	\$ 1,532,919	\$ 1,568,711	\$ 1,714,796
Gross profit	216,203	220,241	222,229	248,573
Impairment loss on identifiable intangible assets	—	—	—	1,471
Gain on sale of building	—	—	11,749	—
Net income attributable to EMCOR Group, Inc.	\$ 4,261	\$ 30,913	\$ 45,024	\$ 43,466
Basic EPS from continuing operations	\$ 0.64	\$ 0.61	\$ 0.68	\$ 0.67
Basic EPS from discontinued operation	(0.03)	(0.02)	(0.01)	(0.01)
	\$ 0.61	\$ 0.59	\$ 0.67	\$ 0.66
Diluted EPS from continuing operations	\$ 0.64	\$ 0.61	\$ 0.68	\$ 0.66
Diluted EPS from discontinued operation	(0.03)	(0.02)	(0.01)	(0.01)
	\$ 0.61	\$ 0.59	\$ 0.67	\$ 0.65

	March 31	June 30	Sept. 30	Dec. 31
2013 Quarterly Results				
Revenues	\$ 1,546,403	\$ 1,532,628	\$ 1,603,313	\$ 1,649,479
Gross profit	191,875	186,338	206,562	236,871
Impairment loss on identifiable intangible assets	—	—	—	—
Gain on sale of building	—	—	—	—
Net income attributable to EMCOR Group, Inc.	\$ 30,167	\$ 22,014	\$ 26,690	\$ 45,921
Basic EPS from continuing operations	\$ 0.51	\$ 0.47	\$ 0.44	\$ 0.77
Basic EPS from discontinued operation	(0.06)	(0.16)	(0.04)	(0.08)
	\$ 0.45	\$ 0.31	\$ 0.40	\$ 0.69
Diluted EPS from continuing operations	\$ 0.50	\$ 0.47	\$ 0.43	\$ 0.76
Diluted EPS from discontinued operation	(0.06)	(0.16)	(0.04)	(0.08)
	\$ 0.44	\$ 0.31	\$ 0.39	\$ 0.68

Report of Independent Registered Public Accounting Firm

The Board of Directors and Shareholders of EMCOR Group, Inc.:

We have audited the accompanying consolidated balance sheets of EMCOR Group, Inc. and subsidiaries (the "Company") as of December 31, 2014 and 2013, and the related consolidated statements of operations, comprehensive income, equity and cash flows for each of the three years in the period ended December 31, 2014. Our audits also included the financial statement schedule listed in the Index at Item 15(a). These financial statements and schedule are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements and schedule based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of the Company at December 31, 2014 and 2013, and the consolidated results of its operations and its cash flows for each of the three years in the period ended December 31, 2014, in conformity with U.S. generally accepted accounting principles. Also, in our opinion, the related financial statement schedule, when considered in relation to the basic financial statements taken as a whole, presents fairly in all material respects the information set forth therein.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the Company's internal control over financial reporting as of December 31, 2014, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 Framework) and our report dated February 26, 2015 expressed an unqualified opinion thereon.

Stamford, Connecticut
February 26, 2015

/s/ ERNST & YOUNG LLP

INCIDENT MAGAGEMENT PHASE IV
P.I.N. 0760.03
VARIOUS ROADWAYS
NASSAU COUNTY, NEW YORK

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The Following Paragraphs are Applicable to the Contract

THE BIDDER AFFIRMS AND DECLARES:

1. That the above bidder is of lawful age and the only one interested in this bid; and that no other person, firm or corporation, except those herein named, has any interest in this bid or in the Contract proposed to be entered into.
2. That this bid is made without any understanding, agreement or in connection with any other person, firm or corporation, making a bid for the same work, and is in all respects fair and without collusion or fraud.
3. That said bidder is not in arrears to the County of Nassau upon debt or contract, and is not a defaulter, as surety or otherwise, upon any obligation to the County of Nassau.
4. That no officer nor employee of the County of Nassau, or person whose salary is payable in whole or in part from the County Treasury is, shall be, or become interested directly, or indirectly as a contracting party, partner, stockholder, surety or otherwise, in this bid, or in the performance of the contract, or in the supplies, materials, equipment and work or labor to which it relates, or in any portion of the profits thereof.
5. That he has carefully examined the site of the work and that, from his own investigations, has satisfied himself as to the nature and location of the work, the character, quality and quantity of existing materials, all difficulties likely to be encountered, the kind and extent of equipment, other facilities needed for the performance of the work, the general and local conditions, and all other items which may, in any way, affect the work or its performance.
6. The bidder also declares that he has carefully examined and fully understands all the component parts of this Contract; that he will execute the Contract and will completely perform it in strict accordance with its terms for the following prices.
7. Where the work performed under this Contract involves a trade or occupation licensed in the County of Nassau by the Towns of Hempstead, Oyster Bay or North Hempstead or by the Cities Glen Cove or Long Beach, the contractor shall be required to have such a license.

INFORMATION FOR BIDDERS

I. Rejection of Bids.

A. The Commissioner may recommend a reject of bid if:

1. The Bidder fails to furnish any of the information required by the bid documents; or if
2. The bidder misstates or conceals any material fact in the bid, or in the sworn written statement; or if
3. The bid does not strictly conform to law or the requirements of this contract; or if
4. The bid is conditional; or if
5. The bid on Unit Price Contracts, in the opinion of the Commissioner, contains unbalanced bid prices, where the unit price proposed for any item exceeds the estimated cost by more than fifteen percent (15%), or if any lump sum item bid exceeds the estimated cost by more than twenty-five percent (25%); or if
6. A determination that the bidder is not responsible is made in accordance with law.

B. Rejection of all bids and waiver of informalities.

The Commissioner, however, reserves the right to recommend to reject all bids whenever he deems it in the best interest of the County, and also the right to waive any informalities in a bid.

II. Unit Price Contracts, Comparison of Bids.

Bids on Unit Price Contracts will be compared on the basis of a total bid price, arrived at by taking the sum of the Approximate Quantities of such item multiplied by the corresponding Unit Price, and including any Lump Sum Bid on individual items, in accordance with the items set forth in the bid proposal.

Bidders are warned that the Approximate Quantities of the various items of work and material is estimated only, and is given solely to be used as a uniform basis for the comparison of bids. The quantities actually required to complete the contract work may be more or less than estimated.

III. Lump Sum Contracts, Comparison of Bids.

Bids on lump Sum Contracts will be compared on the basis of the Lump Sum Price bid adjusted for alternate prices bid, if any.

**MINORITY AND WOMEN'S BUSINESS ENTERPRISE
UTILIZATION GOALS**

**MINORITY AND WOMEN'S BUSINESS ENTERPRISE
UTILIZATION REQUIREMENTS**

The New York State Department of Transportation has established the following Minority Business Enterprise (MBE) and Women's Business Enterprise (WBE) utilization goals for this contract in accordance with §§102-21 of the New York State Standard Specifications. The goals are expressed as a percentage of the total bid price.

For Clarification of Utilization Requirements refer to New York State Specification §102-21

Minority Business Enterprise Utilization Goal – 0 percent
Women's Business Enterprise Utilization Goal – 0 percent

Directories and/or information related to the current certification status of Minority and Women's Enterprises, can be obtained by contacting the:

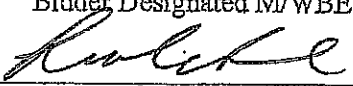
New York State Department of Economic Development
Division of Minority and Women's Business Development
One Commerce Plaza
Albany, New York 12223
(518) 473-6442

Minority/Women's Business Enterprise Officer

The Bidder shall designate and enter below the name of a Minority/Women's Business Enterprise Officer who will have the responsibility for and must be capable of effectively administering and promoting an active Minority/Women's Business Enterprise Program and who must be assigned adequate authority and responsibility to do so.

Bidder Designated M/WBE

Officer


JOSEPH P. FLORIO (Name, Title) PRESIDENT/C.E.O.

Telephone Number (516) 454-0023

RETURN THIS PAGE WITH BID

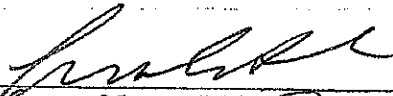
Nassau County Incident Management Phase IV
PIN 0760.03
Contract # H62564

NASSAU COUNTY RIGHT-OF-WAY CERTIFICATION

The Contractor shall certify that all work performed under this contract shall be on Nassau County right-of-way only. At no time shall the Contractor's personnel or equipment be permitted on private property. This certification shall remain in effect for the duration of this contract.

Bidder

Officer


Joseph P. Russo (Name, Title) President/CEO

Telephone Number (516) 454-0023

RETURN THIS PAGE WITH BID

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
CONTRACT NUMBER H62564

BID SHEETS

ITEM NUMBER	UNIT OF MEASUREMENT	ITEMS WITH UNITS WRITTEN IN WORDS	UNIT BID PRICE		BID FACTOR	UNIT BID PRICE	
			DOLLAR	CENTS		DOLLAR	CENTS
201.06	LUMP SUM	CLEARING AND GRUBBING For <u>Two thousand five hundred dollars and no cents</u>	2,500.	00	1	2,500.	00
206.03100010	LINEAR FOOT	TRAFFIC SIGNAL CONDUIT EXCAVATION, BACKFILL & RESTORATION For <u>One hundred twenty-five dollars and no cents</u>	125.	00	935	116,875.	00
603.01050010	CUBIC YARD	EXCAVATION AND PLACING OF CONCRETE SIDEWALK For <u>One thousand dollars and no cents</u>	1,000.	00	20.9	20,900.	00
619.01	LUMP SUM	BASIC WORK ZONE TRAFFIC CONTROL For <u>Seventy-five thousand dollars and no cents</u>	75,000.	00	1	75,000.	00
670.1206	EACH	ALUMINUM SINGLE MEMBER BRACKET ARM, 6 FEET For <u>Five hundred fifty-one dollars and no cents</u>	551.	00	24	13,224.	00
680.120036NA	EACH	FURNISH AND INSTALL 36 FOOT STRAIN POLE For <u>Eleven thousand dollars and no cents</u>	11,000.	00	2	22,000.	00

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
CONTRACT NUMBER H62564

BID SHEETS

ITEM NUMBER	UNIT OF MEASUREMENT	ITEMS WITH UNITS WRITTEN IN WORDS	UNIT BID PRICE		BID FACTOR	UNIT BID PRICE	
			DOLLAR	CENTS		DOLLAR	CENTS
680.5001	CUBIC YARD	POLE EXCAVATION AND CONCRETE FOUNDATION For <u>One thousand one hundred dollars and no cents</u> Dollars Cents	1,100.	00	27	29,700.	00
680.5002	EACH	CONCRETE BASE FOR CONTROLLER CABINET For <u>Two thousand six hundred dollars and no cents</u> Dollars Cents	2,600.	00	15	39,000.	00
680.51050010	EACH	PULLEX, RECTANGULAR REINFORCED CONCRETE 26"x18" For <u>One thousand eight hundred dollars and no cents</u> Dollars Cents	1,800.	00	13	23,400.	00
680.520106	LINEAR FOOT	CONDUIT, METAL STEEL, ZINC COATED, 2 INCH For <u>Fifteen dollars and no cents</u> Dollars Cents	15.	00	698	10,470.	00
680.520108	LINEAR FOOT	CONDUIT, METAL STEEL, ZINC COATED, 3 INCH For <u>Twenty-five dollars and no cents</u> Dollars Cents	25	00	492	12,300.	00
680.53010010	LINEAR FOOT	CLEAN EXISTING CONDUIT For <u>Four dollars and no cents</u> Dollars Cents	4	00	2,000	8,000.	00

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
CONTRACT NUMBER H62564

BID SHEETS

ITEM NUMBER	UNIT OF MEASUREMENT	ITEMS WITH UNITS WRITTEN IN WORDS	UNIT BID PRICE		BID FACTOR	UNIT BID PRICE	
			DOLLAR	CENTS		DOLLAR	CENTS
680.7001	EACH	FURNISH AND INSTALL 7/16 INCH SPAN WIRE ASSY For <u>One thousand five hundred dollars and no cents</u> Dollars Cents	1,500.	00	2	3,000.	00
680.75610010	EACH	FURNISH AND INSTALL A POWER CONNECTION ASSY - 30 AMP For <u>Three hundred fifty dollars and no cents</u> Dollars Cents	350.	00	1	350.	00
680.80325010	EACH	ALUMINUM MICROCOMPUTER CABINET BASE For <u>Six hundred fifty dollars and no cents</u> Dollars Cents	650.	00	14	9,100.	00
680.81422010	EACH	AUXILIARY POLE AND FOUNDATION For <u>Three thousand six hundred eighty dollars and no cents</u> Dollars Cents	3,680.	00	16	58,880.	00
680.95020615	LINEAR FOOT	FURNISH AND INSTALL SERVICE CABLE 20 # 6 AWG For <u>Six dollars and no cents</u> Dollars Cents	6.	00	3,170	19,020.	00
683.020300NA	EACH	FURNISH AND INSTALL HD CCTV TOP MOUNT IP CAMERA ASSY For <u>Eleven thousand three hundred dollars and no cents</u> Dollars Cents	11,300.	00	4	45,200.	00

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
CONTRACT NUMBER H62564

BID SHEETS

ITEM NUMBER	UNIT OF MEASUREMENT	ITEMS WITH UNITS WRITTEN IN WORDS	UNIT BID PRICE		BID FACTOR	UNIT BID PRICE	
			DOLLAR	CENTS		DOLLAR	CENTS
683.030400NA	LUMP SUM	FURNISH AND INSTALL CCTV CENTRAL CAMERA CONTROL SYST For <u>Two hundred ninety four thousand two hundred</u> Dollars <u>and no cents</u>	294,200.	00	1	294,200.	00
683.030600NA	EACH	FURNISH AND INSTALL HD CCTV DOME IP CAMERA ASSY For <u>Nine thousand dollars and no cents</u> Dollars Cents	9,000.	00	24	216,000.	00
683.060100NA	EACH	FURNISH AND INSTALL CCTV CAMERA CONTROL CABINET For <u>Five thousand dollars and no cents</u> Dollars Cents	5,000.	00	28	140,000.	00
683.07100010	LINEAR FOOT	FIBER OPTIC INNERDUCT, 1 CHANNEL For <u>Five dollars and no cents</u> Dollars Cents	5.	00	8,904	44,520.	00
683.072012NA	EACH	FURNISH AND INSTALL 12 PORT RM FIBER OPTIC PATCH PANEL For <u>Three hundred twenty dollars and no cents</u> Dollars Cents	320.	00	52	16,640.	00
683.072024NA	EACH	FURNISH AND INSTALL 24 PORT RM FIBER OPTIC PATCH PANEL For <u>Four hundred fifty dollars and no cents</u> Dollars Cents	450.	00	4	1,800.	00

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
CONTRACT NUMBER H62564

BID SHEETS

ITEM NUMBER	UNIT OF MEASUREMENT	ITEMS WITH UNITS WRITTEN IN WORDS	UNIT BID PRICE		BID FACTOR	UNIT BID PRICE	
			DOLLAR	CENTS		DOLLAR	CENTS
683.072048NA	EACH	FURNISH AND INSTALL 48 PORT RM FIBER OPTIC PATCH PANEL For <u>Seven hundred dollars and no cents</u> Dollars Cents	700.	00	2	1,400.	00
683.090100NA	EACH	FURNISH AND INSTALL 8 PORT HARDENED 10/100 ETH SWITCH For <u>Three thousand two hundred dollars and</u> Dollars Cents <u>no cents</u>	3,200.	00	33	105,600.	00
683.090600NA	EACH	FURNISH AND INSTALL 10/100 OPTICAL ETH CONVERTER SHELF MT For <u>Seven hundred fifty dollars and no cents</u> Dollars Cents	750.	00	56	42,000.	00
683.090700NA	EACH	FURNISH AND INSTALL 10/100 OPTICAL ETH CONVERTER RACK MT For <u>Seven hundred fifty dollars and no cents</u> Dollars Cents	750.	00	10	7,500.	00
683.92150010	LINEAR FOOT	FURNISH AND INSTALL FIBER OPTIC DROP CABLE For <u>Nine dollars and no cents</u> Dollars Cents	9.	00	4,234	38,106.	00
683.92104810	LINEAR FOOT	FURNISH AND INSTALL SM FIBER OPTIC TRUNK CABLE 48 FIBER For <u>Five dollars and no cents</u> Dollars Cents	5.	00	5,103	25,515.	00

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
CONTRACT NUMBER H62564

BID SHEETS

TOTAL BID: \$ 1,442,200.⁰⁰

TOTAL OR GROSS BID MUST BE WRITTEN IN WORDS

One million four hundred forty-two thousand two hundred dollars and no cents
DOLLARS CENTS

PROPOSAL: For all work in accordance with the drawings and specifications;

WELSBACH ELECTRIC Corp. of L.I.

(~~Individual, Firm or~~ Corporation) as case may be)

Individual's Social Security Number _____

Firm or Corporation's Federal ID Number 11-2354251

Firm or Corporation's Municipal License ID Number 1684

Municipal Licensing Agency Hempstead

By: [Signature] Date: August 20, 2013

(Print) JOSEPH P. Florio Title: PRESIDENT / C.E.O.

WHERE BIDDER IS A CORPORATION, ADD:

ATTEST: [Signature]
Asst. Secretary MICHELE VAUENTI

(CORPORATE)
(SEAL)

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE STATEMENT

1. Name of Firm: WELSBACH ELECTRIC Corp. of L.I.
Address: 300 NORTOWN RD
City and State: PLAINVILLE, NY Zip Code: 11803
2. Firm's Vendor Identification Number: 11-2354251
3. Type of Business: ☒ Public Corp. ☐ Partnership ☐ Sole Proprietorship ☐ Joint Venture
☐ Ltd Liability Company ☐ Closely Held Corp. ☐ Other (specify)

4. List names and address 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 sheet (s) if necessary)

JOSEPH P. FLORIO PRESIDENT/CEO

NEIL W. AKESON, JR. VICE PRESIDENT

MICHELE VALENTI ASST SECY / ASST TREASURER

5. List all names and address 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 10K form in lieu of completing this section) (attach additional sheet (s) if necessary).

NONE

6. List all affiliated and related companies and their relationship to the firm entered on line 1 (one) above [if none, enter "None"] (* Include a separate disclosure form for each affiliated or subsidiary company) (attach additional sheet (s) if necessary).

NONE

7. VERIFICATION: This section must be signed by a principal of the Consultant, Contractor or Vendor authorized as signator 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 own knowledge, true.

Dated: August 20, 2012

Signed: _____

Print Name: _____

Title: _____

JOSEPH P. FLORIO

JOSEPH P. FLORIO

PRESIDENT/CEO

PROPOSAL: For all work in accordance with the drawings and specifications:

WELSBACH ELECTRIC Corp. of L.I.

(~~Individual, Firm or Corporation~~ as case may be)

Individual's Social Security Number _____

Firm or Corporation's Federal ID Number 11-2354251

Firm or Corporation's Municipal License ID Number 1684

Municipal Licensing Agency Hempstead

By: [Signature] Date: August 20, 2013

(Print) JOSEPH P. FIORE Title: PRESIDENT/CEO

WHERE BIDDER IS A CORPORATION, ADD

ATTEST: _____

Asst. Secretary

MICHELE VALENTI

(CORPORATE)
(SEAL)

QUALIFICATION STATEMENT

Note: All blanks in the form are to be filled in. Where blanks are not applicable to your firm, so indicate in each instance.

1. How many years has your firm been in the business under your present business name? 58 years
2. How many years experience in the construction work of a similar type as this contract has your firm had;
 - a. as a Prime Contractor 58 years
 - b. as a Subcontractor 58 years
3. List below the construction projects your firm has under way as of this date:

Contract Amount	Class of work	Percent Completed	Name and Address of Owner or Contracting Officer
-----------------	---------------	-------------------	--

See Attachment # 1

(use additional blank sheets if additional space is necessary)

4. List the projects which your firm as a firm has performed in the past few years which you feel will qualify you for this work:

Contract Amount	Class of work	Percent Completed	Name and Address of Owner or Contracting Officer
14,042,000.-	TSL Construction	100%	NYS DOT
9,265,000.-	INFORM (BASS) JOB	100%	NYS DOT
3,722,000.-	TSL Construction	100%	NCDPW
1,442,200.-	Closed Loop System	100%	SCDPW

(use additional blank sheets if additional space is necessary)

5. Have you:
 - a. ever failed to complete any work awarded to You? No
If so; identify the project, the owner, the contract amount, the circumstances and date of all such failures to complete.
 - b. ever been defaulted on a contract? No
If so; identify the project, the owner, the contract amount, the circumstances and the date of all default actions

Welsbach Electric Corp. of L.I.
Job List

Job	Owner	Contract	Description	Est Revenue	Start Date	Original Comp Date	Comp Date
Transportation Division							
019	Broadway Maintenance		Broadway Maintenance	250,000	01/01/12	12/31/12	12/31/13
050	Garage		Garage		01/01/12	12/31/12	12/31/13
051	Warehouse		Warehouse		01/01/12	12/31/12	12/31/13
196	N.Y.S.D.O.T.	D259765	Roslyn Viaduct (Tully)	1,650,000	08/15/05	12/31/07	03/31/12
226	N.C.D.P.W.	H62560S	Incident Management System	942,200	08/05/08	07/31/08	06/30/13
232	N.C.D.P.W.	H62190G	Peninsula Blvd Signal Head Replmnt	4,224,400	08/01/08	03/31/10	09/30/12
233	N.C.D.P.W.	H62160E	Central System Update, Phase "B"	4,372,240	01/06/09	04/30/10	06/30/13
240	N.Y.S.D.O.T.	C003449	INFORM Northern Corridor	9,265,917	03/15/09	03/14/12	03/14/14
243	Town of Islip	DPW 11-2008	S.L. Maint & Inst	3,054,330	02/01/09	01/31/12	01/31/14
250	City of Long Beach	C-715	S.L. Maintenance	544,111	01/01/10	12/31/12	03/31/13
251	Town of Huntington	TTSL 2010-0	S.L. Req Energy Efficient Fixtures	73,350	05/01/10	04/30/13	04/30/13
252	N.Y.S.D.O.T.	D261409	T.S. Requirements	5,888,220	08/01/10	06/27/12	12/31/12
254	Town of Huntington	ES 2010-02/O-E	S.L. Requirements	765,610	06/29/10	06/28/12	06/28/13
255	N.C.D.P.W.	H62250M	T.S. Maint & Inst	5,132,250	08/01/10	07/31/12	12/31/12
256	Town of Islip	DPW 14-2005	Induction S.L. Installation	1,861,300	08/01/10	05/25/11	09/30/13
257	N.C.D.P.W.	H6201705E	T.S. Requirements	4,721,222	10/15/10	10/15/12	08/31/13
258	N.C.D.P.W.		LED Upgrade (Parsons)	3,985,820	09/01/10	12/31/11	12/31/12
259	Village of Mincola	11027276	S.L. Maintenance	164,811	08/01/10	07/31/13	07/31/13
261	Town of Oyster Bay	PRE 10-031	Electrical Service Requirements	24,711	09/01/10	08/09/11	08/09/13
262	Village of East Rockaway		S.L. Maint & Inst	56,811	11/03/10	10/31/13	10/31/13
263	N.C.D.P.W.	H62272E	T.S. Maint Telemetry	752,228	01/01/11	12/31/11	09/30/12
265	Town of Huntington	TTTS-2011-01	Larkfield Road TS Improvements	1,822,000	06/01/11	05/31/12	06/30/13
266	Town of Huntington	TTTS-2011-02	T.S. Maintenance & Requirements	775,190	11/01/11	10/24/12	10/24/13
267	Town of Islip	4417-01	S.L. Upgrades West (Wendel)	561,509	01/30/12	04/11/14	04/11/14
268	N.Y.S.D.O.T.	C005102	Roadway Lighting Maint	2,980,824	01/26/12	01/25/14	01/25/14
270	Town of Islip	4417-03	S.L. Upgrades East (Wendel)	381,164	01/30/12	04/11/14	04/11/14
271	N.Y.S.D.O.T.	D261906	T.S. Improv Routes 900B & 25 (Tully)	2,580,000	07/01/12	12/31/13	12/31/13
273	N.C.D.P.W.	T6225001M	T.S. Maint & Inst	5,592,200	01/01/13	12/31/14	12/31/14
274	Town of Hempstead	3104	Grand Canal Bulkhld SL Inst (Concrete Plus	110,812	10/01/12	12/31/12	12/31/12
275	Winthrop Mgmt	PM 1000225	TS Interconnect Marcus Ave & Lakeville R	315,925	06/01/13	08/31/13	08/31/13
276	Town of Oyster Bay	PWE 001-13	John J. Burns Park Feeder/Transformer Rep	132,980	03/01/13	03/31/13	03/31/13
277	N.C.D.P.W.	H6200001E	T.S. Maint Telemetry	1,912,212	06/10/13	06/09/16	06/09/16
278	City of Long Beach		S.L. Maintenance	298,211	04/01/13	03/31/14	03/31/14
279	Town of Oyster Bay		Roosevelt Park Lighting Improv (Laser)	194,500	04/08/13	10/01/13	10/01/13
280	Town of Oyster Bay	DP13-094	TOBAY PF Lighting Improv (Laser)	199,000	06/10/13	07/31/13	07/31/13
281	Stoney Brook University	PO 055767S	P.F. Lighting Improv	298,711			
296	Misc Maint Contracts		Villages, Towns & Private		01/01/12	12/31/12	12/31/13
297	Lump Sums and T&M		Villages, Towns & Private		01/01/12	12/31/12	12/31/13

c. ever been declared a non-responsible bidder by any municipality or public agency? No
If so; identify the project, the owner, the contract amount, the circumstances and the date of all such declarations

d. ever been barred from bidding municipal or public contracts? No
If so; identify the municipality or public agency, the circumstances, date and term of disbarment for all debarments.

(use additional blank sheets if additional space is necessary)

6. Has any officer, partner or principal of your firm ever been on officer, partner or principal of some other firm:

a. that failed to complete a construction contract? No
If so, state name of individual and identify the name of firm, the project, the owner, the contract amount, the circumstances and the date of all such failures to complete for all principals of the firm.

b. that has ever been defaulted on a contract? No
If so; state the name of the individual and identify the name of the firm, the project, the owner, the contract amount, the circumstances and the date of all default actions for all principals of the firm.

c. that has ever been declared a non-responsible bidder by any municipality or public agency? No
If so; state the name of the individual and identify the name of the firm, the project, the owner, the contract amount, the circumstances and the date of all such declarations for all principals of the firm.

d. that has ever been barred from bidding municipal or public contracts? NO

If so; state the name of the individual and identify the name of the firm, the municipality or public agency, the circumstances, date and term of debarment for all debarments for all principals of the firm.

(use additional blank sheets if additional space is necessary)

7. Has any officer or partner of your firm ever failed to complete a construction contract handled in his name? NO

If so, state name of individual, name of owner and reason therefor:

8. Disclose any and all violations of the Prevailing Wage and Supplemental Payment Requirements of the Labor Law of New York State.

NONE

9. Disclose any and all other Labor Law Violations, including, but not limited to, child labor violations, failure to pay wages, or unemployment insurance tax delinquencies within the past five years.

NONE

10. In what other lines of business are you financially interested?

NONE. WEISBACH ELECTRIC COY OF L.I. IS A WHOLLY OWNED
SUBSIDIARY OF ENCOA GROUP, INC.

11. What is the construction experience of the principal individuals of your firm?

Individual's Name	Present Position or Office	Years of Construction Experience	Magnitude and type of work	In what Capacity
JOSEPH P. FLOMO	PRESIDENT/CEO	37 YEARS	ELECTRICAL	FINANCE/MGMT
NEIL W. KESON, JR.	VICE PRESIDENT	36 YEARS	CONST. MAINT	PROJ MGMT/ESTIMATE
MICHELE VALENTI	ASST SECY/ASST TREAS	26 YEARS	"	FINANCE
FRED PORCINISALI	LABOR SUPERINTENDENT	43 YEARS	"	LABOR SUPER
DARLENE KUMMER	PROJECT MGT/ESTIMATE	29 YEARS	"	PROJ MGMT/ESTIMATE

(use additional blank sheets if additional space is necessary)

12. List below the equipment that you own that is available for the proposed work, giving present location where it may be inspected:

Item	Description, Size Capacity, Year, etc.	Years of Service	Present Location
------	--	------------------	------------------

SEE ATTACHMENT #2

(use additional blank sheets if additional space is necessary)

NOTE: Should the equipment be moved from the above mentioned location, the submitted hereby agrees upon request of the County to state the new location where same may be found.

13. If any of the above equipment is covered by chattel mortgage, conditional bill of sale, lien, or like encumbrance, state the complete details as to nature and amount of encumbrance, the name and address of the holder, etc.

N/A

(use additional blank sheets if additional space is necessary)

WELSBACH ELECTRIC CORP. of L.I.
Equipment and Vehicle List

Vehicle #	Description	Vehicle ID #
	1998 MITSU FLAT, WHITE	
	1989 FORD F250, BLK	
	2000 FORD BKT VAN, WHITE	
	1997 FORD VAN, WHITE	
	1997 FORD VAN, WHITE	
	1994 FORD AUGER, RED	
	1989 FORD DUMP, BLK	
	2004 FORD BKT VAN, WHITE	
	1990 INT. ATTENUATOR, WH	
	2000 FORD VAN, WHITE	
	2001 FREIG. UTIL., WHITE	
	2000 FORD UTIL., WHITE	
	1985 INTL ATTENUATOR, WH	
	1997 GMC BKT, WHITE (45FT)	
	2001 FORD VAN, WHITE	
	1997 FORD BKT VAN, WHITE	
	1997 FORD BKT VAN, WHITE	
	1997 FORD BKT VAN, WHITE	
	1988 INT.FLATBED, WHITE.	
	1988 INT.FLATBED, WHITE	
	1992 FORD PICKUP, WHITE	
	1992 FORD STEP VAN, WHITE	
	2002 FORD UTILITY, WHITE	
	1999 FORD BKT, WHITE	
	1996 FORD BKT VAN, WHITE	
	2002 FORD BKT VAN, WHITE	
	2002 FORD BKT VAN, WHITE	
	1997 FORD BKT VAN, WHITE	
	2003 FORD VAN, WHITE	
	2010 FORD VAN, WHITE	
	2004 FORD UTILITY, WHITE	
	1990 INTER. UTILITY, WHITE	
	2002 FORD VAN, WHITE	
	1998 GMC UTILITY, WHITE	
	1997 FORD BKT VAN, WHITE	
	1997 FORD BKT VAN, WHITE	
	2001 FREIGHTLINER UTILITY	
	2002 FORD SBN, WHITE	
	1992 FORD PICKUP, GRAY	
	2000 FORD BKT VAN, WHITE	
	2000 FORD BKT VAN, WHITE	
	2000 FORD BKT VAN, WHITE	
	1997 FORD FLAT, WHITE	
	1997 FORD VAN, WHITE	
	1995 GMC Flatbed	
	1987 FORD RACK, BLUE	
	1995 INTER AUGER, WHITE	
	2002 FORD VAN, WHITE	

WELSBACH ELECTRIC CORP. of L.I.
Equipment and Vehicle List

Vehicle #	Description	Vehicle ID #
	1997 FORD FLAT, WHITE	
	1987 FORD RACK, WHITE	
	1989 FORD STEP VAN, WHITE	
	2000 FORD VAN, WHITE	
	2001 FORD VAN, WHITE	
	2001 FORD VAN, WHITE	
	2000 FORD BKT VAN, WHITE	
	2000 FORD BKT VAN, WHITE	
	2003 MITSU BOX, WHITE	
	1999 FORD BKT VAN, WHITE	
	2002 FORD SUBN, WHITE	
	2001 FORD VAN, WHITE	
	1998 FIBEROPTIC TR, WHITE	
	1999 FORD BKT VAN, WHITE	
	1995 FORD RACK FLAT, WHITE	
	2000 FORD VAN, WHITE	
	2004 FORD RACK FLAT, WHITE	
	1997 FORD RACK, WHITE	
	1983 CUSTOM TRAILER, YW	
	2003 FORD VAN, WHITE	
	2004 FORD VAN, WHITE	
	2001 GMC UTILITY, WHITE	
	2008 FORD UTILITY, WHITE	
	1997 FORD UTILITY, WHITE	
	1997 FORD UTILITY, WHITE	
	1998 INTER UTILITY, WHITE	
	1997 GMC UTILITY, WHITE	
	2004 FORD VAN WHITE	
	2000 GMC UTILITY, WHITE	
	1999 FORD UTILITY, WHITE	
	1999 INTER UTILITY, WHITE	
	2001 INTER UTILITY, WHITE	
	2001 INTER UTILITY, WHITE	
	1992 GMC AUGER, WHITE	
	2001 INTL, UTIL, AUGER	
	1997 INTER, UTIL, WHITE	
	1984 FORD BKT, WHITE (50FT)	
	2000 FORD UTILITY, WHITE	
	1987 FORD RACK, WHITE	
	1997 FORD RACK, WHITE	
	1997 FORD RACK, WHITE	
	1997 FORD DUMP, WHITE	
	2001 INTER UTIL, WHITE	
	1988 CURTISS TRAILER, YW	
	1987 FORD RACK, WHITE	
	2000 TO/BR TRAILER, BLK	
	1999 FRHT UTIL, WHITE	
	1965 TRUCO CABLE DOLLY	
	1966 TRUCO CABL DOLLY, YW	

WELSBACH ELECTRIC CORP. of L.I.
Equipment and Vehicle List

Vehicle #	Description	Vehicle ID #
	1961 TRUCO CABL DOLLY, BK	
	1968 TRUCO CABLE DOLLY	
	1999 FORD VAN, WHITE	
	2000 FORD BKT VAN, WHITE	
	2001 INTER UTILITY, WHITE	
	2008 FORD UTILITY, WHITE	
	1989 BELSH TRAILER, YW	
	2006 JTC TRAILER, WHITE	
	1988 CURTISS TRAILER, YW	
	2000 SHERMAN & REILLY, YW	
	2006 JTCS TRAILER	
	2001 INTER, UTIL, WHITE	
	1994 FORD UTILITY, YELLOW	
	1999 INTL, WHITE	
	2001 INTER UTILITY, WHITE	
	2006 FORD BKT VAN, WHITE	
	2006 FORD BKT VAN, WHITE	
	2008 FORD BKT VAN, WHITE	
	2004 FORD E150 VAN, WHITE	
	2001 FORD TAURUS, GOLD	
	2001 FORD PICKUP, GREEN	
	1985 BUTLE FLAT, YW	
	1992 CUSTOM, OR	
	2003 FORD BKT VAN, WHITE	
	2003 FORD BKT VAN, WHITE	
	2003 FORD ECONO VAN	
	2009 FORD SUBN BLUE	
	2009 FORD SUBN GREY	
	2012 FORD ESCAPE BLACK	
	1984 INTER UTIL, ORANGE	

14. In what manner have you inspected this proposed work?
Explain in detail.

WE CURRENTLY MAINTAIN THE TRAFFIC SYSTEM UNDER CONTRACT # T6225001M

(use additional blank sheets if additional space is necessary)

15. Explain your plan and lay-out for performing the proposed work.

ALL WORK TO BE DONE IN ACCORDANCE TO THE CONTRACT DOCUMENTS
AND THE LATEST SPECIFICATIONS INCLUDED WITH CONTRACT.

16. If a contract is awarded or a permit is issued, to your firm, who
will have the personal supervision of the work? Attach resume.

TO BE PROVIDED UPON AWARD

17. Insurance carried by your firm:

Type	Company	Limits of Coverage	Term
------	---------	--------------------	------

SEE ATTACHMENT #3

MARSH**CERTIFICATE OF INSURANCE**CERTIFICATE NUMBER
NYC-005175126-01**PRODUCER**MARSH USA Inc.
ATTN: CHRISTINE CAYO
601 MERRITT 7
NORWALK, CT 06856-8010
EMCOR.CERTREQUEST@MARSH.COM
(203) 229-6787 FAX

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

COMPANIES AFFORDING COVERAGE**COMPANY****A** Continental Casualty Company**COMPANY****B** American Casualty Company Of Reading, Pa**COMPANY****C** Transportation Insurance Co**COMPANY****D****INSURED**WELSBACH ELECTRIC CORP. OF L.I.
300 NEWTOWN ROAD
PLAINVIEW, NY 11803**COVERAGES**

This certificate supersedes and replaces any previously issued certificate for the policy period noted below.

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	[REDACTED]	10/01/10	10/01/11	GENERAL AGGREGATE \$ 6,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$ 14,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$ 2,000,000
	OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> PER PROJECT GENERAL				FIRE DAMAGE (Any one fire) \$ 1,000,000
	AGGREGATE APPLIES				MED EXP (Any one person) \$ 25,000
A	AUTOMOBILE LIABILITY	[REDACTED]	10/01/10	10/01/11	COMBINED SINGLE LIMIT \$ 2,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE \$
	<input checked="" type="checkbox"/> HIRED AUTOS				AUTO ONLY - EA ACCIDENT \$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				OTHER THAN AUTO ONLY: \$
	GARAGE LIABILITY	[REDACTED]	10/01/10	10/01/11	EACH ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				AGGREGATE \$
	<input type="checkbox"/>				EACH OCCURRENCE \$
	<input type="checkbox"/>				AGGREGATE \$
	<input type="checkbox"/>				AGGREGATE \$
	<input type="checkbox"/>				AGGREGATE \$
B C B	EXCESS LIABILITY	[REDACTED]	10/01/10	10/01/11	WC STATUTORY LIMITS \$
	<input type="checkbox"/> UMBRELLA FORM				EL EACH ACCIDENT \$ 1,000,000
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				EL DISEASE-POLICY LIMIT \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				EL DISEASE-EACH EMPLOYEE \$ 1,000,000
	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE:				
	<input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL				
	OTHER	[REDACTED]	10/01/10	10/01/11	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

RE: JOB #283 - TRAFFIC SIGNAL SYSTEM OPERATIONS PHASE II - CONTRACT #H62272

ADDITIONAL INSURED UNDER ALL POLICIES (EXCEPT WORKERS COMPENSATION & EMPLOYERS LIABILITY) WHERE REQUIRED BY CONTRACT: COUNTY OF NASSAU, ALL MUNICIPALITIES, MUNICIPAL SUB-DIVISIONS & FEE OWNERS OF PROPERTIES ON WHICH WORK IS DONE.

CERTIFICATE HOLDERNASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
BUREAU OF REAL ESTATE INSURANCE
1 WEST STREET
MINEOLA, NY 11501**CANCELLATION**SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE.AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

BY: Heidi Bauermeister

Heidi E. Bauermeister

MM1(3/02)

VALID AS OF: 12/23/10

NOTICE OF AWARD

44



Nassau County Interim Finance Authority

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

1. Vendor: Welsbach Electric Corp of L.I.

2. Dollar amount requiring NIFA approval: \$ 1,442,200

Amount to be encumbered: \$ 1,442,200 *IA*

This is a ☒ New Contract ☐ Advisement ☐ 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: 12 Months

Has work or services on this contract commenced? ☐ Yes ☒ No

If yes, please explain: _____

4. Funding Source:

IA ☒ General Fund (GEN)
IA ☒ Capital Improvement Fund (CAP)
☐ Other

☒ Grant Fund (GRT)
Federal % 80
State % _____
County % 20

Is the cash available for the full amount of the contract? ☒ Yes ☐ No

If not, will it require a future borrowing? ☐ Yes ☐ No

Has the County Legislature approved the borrowing? ☒ Yes ☐ No ☐ N/A

Has NIFA approved the borrowing for this contract? ☒ Yes ☐ No ☐ N/A

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

This project will expand the County's Incident Management System by installing additional traffic surveillance cameras that will connect back to the Traffic Management Center in Westbury. These cameras allow the TMC Operators to take action when roadway incidents are detected using the camera system.

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

Nassau County Attorney as to form ☐ Yes ☐ No ☐ N/A
Nassau County Committee and/or Legislature ☐ Yes ☐ No ☐ N/A

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:

Exceeds \$50K.

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.

Signature Roseann Allen Title _____ Date 1/25/16

Print Name

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

Signature
Title
Date

Print Name _____

NIFA

Amount being approved by NIFA: _____

Signature	Title	Date
-----------	-------	------

Print Name

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.

**CF (Capital)**

F-43-1/CF R52

Contract Details

SERVICE "On-Call" Traffic Engineering

NIFS ID #: CFPW16000003

NIFS Entry Date: 1/20/16 Term: from execution to 2 years

New X Renewal	<input type="checkbox"/>
Amendment	<input type="checkbox"/>
Time Extension	<input type="checkbox"/>
Addl. Funds	<input type="checkbox"/>
Blanket Resolution	<input type="checkbox"/>
RES#	

1) Mandated Program:	Yes <input type="checkbox"/>	No X
2) Comptroller Approval Form Attached:	Yes X	No <input type="checkbox"/>
3) CSEA Agmt. § 32 Compliance Attached:	Yes X	No <input type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes X	No <input type="checkbox"/>
5) Insurance Required	Yes X	No <input type="checkbox"/>

Agency Information

Vendor	
Name N&P Engineers & Land Surveyor, PLLC.	Vendor ID# 11-3551992
Address 572 Walt Whitman Road Melville, NY 11747	Contact Person Robert G. Nelson Jr., PE Phone 631-427-5665

County Department
Department Contact Aryeh Lemberger
Address 1194 Prospect Ave., Westbury, NY
Phone 516-571-9332

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'd & Ew'd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)	<input type="checkbox"/>	1/21/16	[Signature]
	DPW (Capital Only)	CF Capital Fund Approval	<input type="checkbox"/>	1/21/16	[Signature]
	OMB	NIFS Approval	<input type="checkbox"/>	1/22/16	[Signature]
1/22/16	County Attorney	CA RE & Insurance Verification	<input checked="" type="checkbox"/>	1/25/16	[Signature]
1/25/16	County Attorney	CA Approval as to form	<input checked="" type="checkbox"/>	1/25/16	[Signature]
	Legislative Affairs	Fw'd Original Contract to CA	<input type="checkbox"/>	1/25/16	[Signature]
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>		<input type="checkbox"/>		
	County Attorney	NIFS Approval	<input type="checkbox"/>		
	Comptroller	NIFS Approval	<input type="checkbox"/>		
1/26/16	County Executive	Notarization Filed with Clerk of the Leg.	<input type="checkbox"/>	1/26/16	[Signature]



Contract Summary

Description: Provide "On-Call" Traffic Engineering Services to DPW's Traffic Engineering Unit
Purpose: The purpose of this agreement is to make available to the Department engineering and inspection resources needed to complete specialized traffic projects with specific time constraints.
Method of Procurement: A formal Request For Proposals (RFP) process was conducted to prepare the services.
Procurement History: An RFP was released on September 23, 2015 and was advertised in Newsday and on the County website. In reply to the RFP we received proposals from fourteen firms. A team of five engineers, conducted the selection process and established a technical ranking based on the proposals.
Description of General Provisions: The selected Firms will provide traffic engineering services on an "on-call" basis. Specific work requests will be conveyed to each selected firm, who will then provide a scope of work to provide the services requested. A specific scope of work will be provided for each proposed item of work. A specific cost proposal will be developed for each item. The Firms will be reimbursed for direct labor costs based on approved wage rates and agreed upon multiplier. The maximum dollar ceiling is Six Hundred Thousand Dollars (\$600,000.00).
Impact on Funding / Price Analysis: Funding for this Agreement will come from various appropriate capital projects and/or the Department's operating budget. The funding source will depend on the proposed scope of services.
Change in Contract from Prior Procurement: N/A
Recommendation: (approve as submitted) Given the overall benefit of this project and the positive impact on public safety, it is recommended that this Agreement be approved as submitted.

Advisement Information

BUDGET CODES	
Fund:	CAP
Control:	62
Resp:	500
Object:	00002
Transaction:	CF

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$.01
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$.01

LINE	INDEX/OBJECT CODE	AMOUNT
1	PWCAPCAP/62500/00002	\$.01
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$.01

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: _____ Date: _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name <i>[Signature]</i>
Name	Name	Date <i>1/25/16</i>
Date	Date	(For Office Use Only)
		E #:

E-43-16

RULES RESOLUTION NO. 52 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO
EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE
COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU
COUNTY DEPARTMENT OF PUBLIC WORKS AND NELSON & POPE
ENGINEERS & SURVEYORS, PLLC

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 3-7-16
VOTING:
ayes 4 nays 0 abstained 3 recused 0
Legislators present: 7

WHEREAS, the County has negotiated a personal services agreement
with Nelson & Pope Engineers & Surveyors, PLLC for "On-Call" Traffic
Engineering 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 said agreement
with Nelson & Pope Engineers & Surveyors, PLLC

PRJCT	PRJCT DEFUND	DOC NO	DOC SFX	CST GRP	CURR AMT	PAID AMT	BALANCE	RETAINAGE	CNTRCT	VNDR SFX	VNDR NME
62017 A01	CAP	CEPWT2000001	5	3	\$ 0.01	\$ -	\$ 0.01	\$ -	20131203	1	NELSON & POPE L L P
62500	0 CAP	CEPWT2000001	7	2	\$ 178,651.20	\$ 178,651.20	\$ -	\$ -	20140227	1	NELSON & POPE L L P
62500	0 CAP	CEPWT2000001	4	2	\$ 180,132.92	\$ 180,132.92	\$ -	\$ -	20130820	1	NELSON & POPE L L P



Nassau County Interim Finance Authority

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

1. Vendor: Nelson & Pope Engineers & Land Surveyor, PLLC

2. Dollar amount requiring NIFA approval: \$ 600,000.00

Amount to be encumbered: \$.01

This is a ☒ New Contract ☐ Advisement ☐ 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: 2 years

Has work or services on this contract commenced? ☐ Yes ☒ No

If yes, please explain: _____

4. Funding Source:

☐ General Fund (GEN)

☒ Capital Improvement Fund (CAP)

☐ Other

☐ Grant Fund (GRT)

Federal % _____

State % _____

County % _____

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

☐ Yes ☒ No

If not, will it require a future borrowing?

☐ Yes ☐ No

Has the County Legislature approved the borrowing?

☒ Yes ☐ No ☐ N/A

Has NIFA approved the borrowing for this contract?

☒ Yes ☐ No ☐ N/A

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

The selected Firms will provide traffic engineering services on an "on-call" basis. Specific work requests will be conveyed to each selected firm, who will then provide a scope of work to provide the services requested. A specific scope of work will be provided for each proposed item of work. A specific cost proposal will be developed for each item. The Firms will be reimbursed for direct labor costs based on approved wage rates and agreed upon multiplier. The maximum dollar ceiling is Six Hundred Thousand Dollars (\$600,000.00).

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

Nassau County Attorney as to form ☐ Yes ☐ No ☐ N/A

Nassau County Committee and/or Legislature ☐ Yes ☐ No ☐ N/A

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:

SEE Attach. c

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.

Signature _____ Title _____

Title

Date _____

Print Name _____

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

Signature

Title

Date _____

Print Name _____

NIFA

Amount being approved by NIFA: _____

Signature _____

Title

Date _____

Print Name _____

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.

LINK TO:

ACTIVE

BALANCE (Y,M,Q,A) : A

FUNDING PERIOD :

CURRENCY CODE :

FISCAL MO/YEAR : 01 2016 JAN 2016 PROJECT END DATE:

PROJECT : 62500 TRAFFIC STUDIES

PROJECT DETAIL :

CHARACTER :

OBJECT : X

FUND TYPE :

FUND :

SUBFUND :

S	OBJECT DESCRIPTION	BUDGET	ACTUAL	ENCUMBERED	BALANCE
OA	CAPITAL PROCEEDS	2,250,000	2,250,000		
	REVENUE TOTAL	2,250,000	2,250,000		
OO	CAPITAL PROJECTS	2,250,000	1,575,322	204,224	470,454
AA	SALARIES, WAGES &		267,651		-267,651
AB	FRINGE BENEFITS		122,395		-122,395
HF	INTER-DEPARTMENTAL		63,073		-63,073
HH	INTERFD CHGS - INT		13,526		-13,526

F1-HELP F2-SELECT

F4-PRIOR

F5-NEXT

F7-PRIOR PG F8-NEXT PG F9-LINK

G014 - RECORD FOUND

LINK TO:

ACTIVE

BALANCE (Y,M,Q,A) : A FUNDING PERIOD : CURRENCY CODE :

FISCAL MO/YEAR : 01 2016 JAN 2016 PROJECT END DATE:

PROJECT : 62500 TRAFFIC STUDIES

PROJECT DETAIL :

CHARACTER :

OBJECT : X

FUND TYPE :

FUND :

SUBFUND :

S	OBJECT DESCRIPTION	BUDGET	ACTUAL	ENCUMBERED	BALANCE
	EXPENDITURE TOTAL	2,250,000	2,041,966	204,224	3,809
	REVENUE LESS EXPE		208,033	-204,224	3,809

F1-HELP

F2-SELECT

F4-PRIOR

F5-NEXT

F7-PRIOR PG F8-NEXT PG F9-LINK

G013 - LAST PAGE DISPLAYED

LINK TO:

VENDOR DETAIL

11:40 AM

ACTIVE

FISCAL MO/YEAR : 13 2015 ADADJ2015

BALANCE TYPE : 01 ENCUMBRANC

VENDOR : 113551992

N&P ENGINEERS & LAND SURVEYOR, PLLC

S	POST DATE	T/C	DOCUMENT	INDEX	SUBOBJ	BANK	CHECK NO	PERIOD	AMOUNT
	DUE DATE		DESCRIPTION						
	01/05/2016	136P	VGPW15001653	01	PWCAPCAP	00002		13 2015	
	01/05/2016	*42315*	EST 2						-12,290.63
	01/15/2016	103	CFPW15000049	01	PWCAPCAP	00002	63400	13 2015	
			DESIGN SVCES-ROSLYN ROAD TRAFFIC IMPROVEMENTS						283,760.00
	01/15/2016	103	CFPW15000056	01	PWCAPCAP	00002	63400	13 2015	
			BAY PARK-V EAST ROCKAWAY DRAINAGE IMPR STUDY+30%						.01
	01/20/2016	136P	VGPW15001619	01	PWCAPCAP	00003		13 2015	
	01/20/2016	*41637*	EST 24						-4,123.94
	01/20/2016	136P	VGPW15001620	01	PWCAPCAP	00003		13 2015	
	01/20/2016	*41485*	EST 23						-14,360.54
	01/20/2016	136P	VGPW15001788	01	PWCAPCAP	00002		13 2015	
	01/20/2016	*42144*	EST 1						-11,440.00

F1-HELP

F2-SELECT

F7-PRIOR PG

F8-NEXT PG

F9-LINK

G014 - RECORD FOUND

LINK TO:

VENDOR DETAIL

11:40 AM

ACTIVE

FISCAL MO/YEAR : 11 2015 NOV 2015 BALANCE TYPE : 01 ENCUMBRANC

VENDOR : 113551992 N&P ENGINEERS & LAND SURVEYOR, PLLC

S	POST DATE	T/C	DOCUMENT	INDEX	SUBOBJ	BANK	CHECK NO	PERIOD	AMOUNT
	DUE DATE		DESCRIPTION						
	11/04/2015	199F	CRCO15000022 01	PWCAPCAP	00002			11 2015	
			RECLASS FROM 112857225	WHICH IS NO LONGER USED				3,071.59	
	11/04/2015	199F	CRCO15000023 01	PWCAPCAP	00002			11 2015	
			RECLASS FROM 112857225	WHICH IS NO LONGER USED				35,182.89	
	11/09/2015	109	CAPW15000149 01	PWCAPCAP	00002		6100101C	11 2015	
			BLDG PLUMB REQ-REPLACE	HEATING SYS BP MARINE BAS				32,000.00	
	11/10/2015	136P	VGPW15001063 01	PWCAPCAP	00003			11 2015	
	11/04/2015	*41313*	EST 7					-1,703.55	

F1-HELP

F2-SELECT

F7-PRIOR PG

F8-NEXT PG

F9-LINK

G014 - RECORD FOUND

LINK TO:

VENDOR DETAIL

11:40 AM

ACTIVE

FISCAL MO/YEAR : 10 2015 OCT 2015

BALANCE TYPE : 01 ENCUMBRANC

VENDOR : 113551992

N&P ENGINEERS & LAND SURVEYOR, PLLC

S	POST DATE	T/C	DOCUMENT	INDEX	SUBOBJ	BANK	CHECK NO	PERIOD	AMOUNT
	DUE DATE		DESCRIPTION						
	10/07/2015	136P	VGPW15001192	01	PWCAPCAP	00002		10 2015	
	08/27/2015	*41488*	EST 2						-18,022.43
	10/07/2015	136P	VGPW15001193	01	PWCAPCAP	00002		10 2015	
	08/27/2015	*41641*	EST 3						-33,701.33
	10/08/2015	136P	VGPW15001220	01	PWCAPCAP	00002		10 2015	
	09/01/2015	*41783*	EST 1						-31,385.63
	10/09/2015	109	CLPW15000012	01	PWCAPCAP	00003		10 2015	
			AMEND 3-ON CALL TRAFFIC ENGINEERING						75,000.00
	10/09/2015	109	CLPW15000012	02	PWCAPCAP	00003		10 2015	
			AMEND 3-ON CALL TRAFFIC ENGINEERING						150,000.00
	10/09/2015	109	CLPW15000012	03	PWCAPCAP	00003		10 2015	
			AMEND 3-ON CALL TRAFFIC ENGINEERING						25,000.00

F1-HELP

F2-SELECT

F7-PRIOR PG

F8-NEXT PG

F9-LINK

GO14 - RECORD FOUND

LINK TO:

VENDOR DETAIL

11:40 AM

ACTIVE

FISCAL MO/YEAR : 10 2015 OCT 2015

BALANCE TYPE : 01 ENCUMBRANC

VENDOR : 113551992

N&P ENGINEERS & LAND SURVEYOR, PLLC

S	POST DATE	T/C	DOCUMENT	INDEX	SUBOBJ	BANK	CHECK NO	PERIOD	AMOUNT
	DUE DATE		DESCRIPTION						
	10/09/2015	109	CLPW15000012	04	PWCAPCAP	00003		10 2015	
			AMEND 3-ON CALL TRAFFIC ENGINEERING						25,000.00
	10/09/2015	136P	VGPW15001226	01	PWCAPCAP	00002		10 2015	
	09/01/2015	*41786*	EST 2						-2,478.87
	10/13/2015	136P	VGPW15001216	01	PWCAPCAP	00002		10 2015	
	09/01/2015	*41778*	EST 4						-35,107.50

F1-HELP

F2-SELECT

F7-PRIOR PG

F8-NEXT PG

F9-LINK

G012 - NEXT PAGE DISPLAYED

LINK TO:

ACTIVE

FISCAL MO/YEAR : 07 2015 JULY 2015

BALANCE TYPE : 01 ENCUMBRANC

VENDOR : 113551992

N&P ENGINEERS & LAND SURVEYOR, PLLC

S	POST DATE	T/C	DOCUMENT	INDEX	SUBOBJ	BANK	CHECK NO	PERIOD	AMOUNT
	DUE DATE		DESCRIPTION						
	07/09/2015	136P	VGPW15000821	01	PWCAPCAP	00002		07 2015	
	06/18/2015	*41311*	EST 4						-5,076.46
	07/13/2015	136P	VGPW15000858	01	PWCAPCAP	00002		07 2015	
	06/23/2015	*41316*	EST 1						-46,214.00
	07/31/2015	103	CFPW15000010	01	PWCAPCAP	00002	900011C4	07 2015	
			ON-CALL BLDG. DESIGN-DPW BLDG. CONSTR. GROUP						.01

F1-HELP

F2-SELECT

F7-PRIOR PG

F8-NEXT PG

F9-LINK

G014 - RECORD FOUND

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LINK TO:

ACTIVE

FISCAL MO/YEAR : 06 2015 JUNE 2015

VENDOR

: 113551992

NIFS PRODUCTION SYSTEM

VENDOR DETAIL

01/22/2016

11:40 AM

BALANCE TYPE : 01 ENCUMBRANC

N&P ENGINEERS & LAND SURVEYOR, PLLC

S	POST DATE	T/C	DOCUMENT	INDEX	SUBOBJ BANK	CHECK NO	PERIOD	AMOUNT
	DUE DATE		DESCRIPTION					
	06/26/2015	103	CFPW15000013	01	PWCAPCAP	00003	906171CM 06 2015	
			ELEC. DIST. & GENERATOR UPGRADES-VARIOUS FACIL.					337,000.00

F1-HELP

F2-SELECT

F7-PRIOR PG

F8-NEXT PG

F9-LINK

G014 - RECORD FOUND

LINK TO:

VENDOR DETAIL

11:40 AM

ACTIVE

FISCAL MO/YEAR : 05 2015 MAY 2015

BALANCE TYPE : 01 ENCUMBRANC

VENDOR : 113551992

N&P ENGINEERS & LAND SURVEYOR, PLLC

S	POST DATE	T/C	DOCUMENT	INDEX	SUBOBJ	BANK	CHECK NO	PERIOD	AMOUNT
	DUE DATE		DESCRIPTION						
	05/08/2015	109	CAPW15000066	01	PWCAPCAP	00002	6100101C	05 2015	
			ON-CALL CIVIL/SITE DESIGN-REVIEW&PROCESS BID DOC						80,000.00
	05/08/2015	109	CAPW15000068	01	PWCAPCAP	00002	6100101C	05 2015	
			PROCESS BID DOCS FOR RESURFACING PROJECT						185,200.00
	05/08/2015	136P	VGPW15000510	01	PWCAPCAP	00003		05 2015	
	04/20/2015	*40847*	EST 6						-4,451.94
	05/11/2015	136P	VGPW15000573	01	PWCAPCAP	00002		05 2015	
	04/23/2015	*41156*	EST 27						-1,258.79
	05/13/2015	136P	VGPW15000589	01	PWCAPCAP	00002		05 2015	
	04/27/2015	*41021*	EST 2						-45,910.48

F1-HELP

F2-SELECT

F7-PRIOR PG

F8-NEXT PG

F9-LINK

G014 - RECORD FOUND

George Maragos
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: Nelson & Pope Engineers & Land Surveyor, PLLC

CONTRACTOR ADDRESS: 572 Walt Whitman Road, Melville, NY 11747

FEDERAL TAX ID #: 11-3551992

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. X The contractor was selected pursuant to a Request for Proposals.

The Contract was entered into after a written request for proposals was issued on September 23, 2015. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday, posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on October 9, 2015. Fourteen (14) proposals were received and evaluated. The evaluation committee consisted of Kenneth G. Arnold, P.E., Assistant to Commissioner; Richard P. Millet, Chief Deputy Commissioner; Aryeh Lemberger, Unit Head, Traffic Engineering Unit; Sheila Dukacz, Signal Management Section Head; and Michael Hagan, P.E., Traffic Engineer I. The proposals were scored and ranked. As a result of the scoring and ranking, the five highest-ranking proposers were 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.

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.

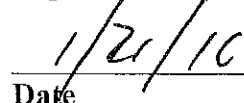
IX. ☒ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to the contract being submitted to the Comptroller.

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



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. 09/15

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Office of the County Executive
Att: Richard R. Walker, Chief Deputy County Executive

FROM: Department of Public Works

DATE: November 24, 2015

SUBJECT: Recommendation to Engage Services of Consultant
Traffic Engineering On-Call Services
Project Number T62500-01D

This Department intends to procure "On-Call" Traffic Engineering Services for our Traffic Engineering Unit. The services typically provided under an "On-Call" Services agreement include general traffic engineering, inspection, drafting, data collection, traffic signal designs, pavement marking designs, capacity analyses, traffic signal warrant studies, preparation and/or review of traffic impact studies, design of traffic calming measures and asset management system development.

A team of five (5) engineers conducted the consultant selection process and established a technical ranking based upon the evaluation of proposals. The review team included: Kenneth G. Arnold, P.E., Assistant to Commissioner; Richard P. Millet, Chief Deputy Commissioner; Aryeh Lemberger, Unit Head, Traffic Engineering Unit; Sheila Dukacz, Signal Management Section Head; and Michael Hagan, P.E., Traffic Engineer I.

In reply to our Request for Proposals, which was advertised in Newsday and on the County website, we received proposals from fourteen firms. In accordance with County Executive Order No. 1-1993 and Board of Supervisors Resolution 928-1993, these proposals were reviewed. The fourteen (14) firms that submitted proposals for review along with the results of the technical ranking and their proposed multipliers for design and inspection work are shown in the chart below.

Firm	Technical Score	Technical Rank	Design/Inspection Multiplier
Greenman-Pedersen, Inc.	95.4	1	2.60/2.20
Nelson & Pope Engineers & Surveyors	93.4	2	2.65/2.20
LiRo Engineers, Inc.	85.4	3	2.50/2.50
L.K. McLean Associates, P.C.	84.8	4	2.50/2.25
The RBA Group	83.8	5	2.50/2.25
Cameron Engineering & Associates, LLP	79.8	6	2.75/2.40
M&J Engineering, P.C.	79.4	7	2.30/2.30
Parsons Brinckerhoff	72.6	8	2.827/2.827
Cashin Associates, P.C.	71	9	2.80/2.50
Lockwood, Kessler & Bartlett, Inc.	68	10	2.7/2.3
Schneider Engineering, PLLC	67.6	11	3.00/3.00
SIMCO Engineering, P.C.	67.2	12	2.49/2.49
Gibbons, Esposito & Boyce Engineers, P.C.	63.6	13	2.70/2.30
VHB Engineering, Surveying and LA, P.C.	Disqualified	14	N/A



It should be noted that no specific cost proposals were requested with this RFQ/RFP since the services are of an "On-Call" nature and a specific scope of work cannot be defined. The Department intends to award "on-call" agreements to the five (5) highest ranked firms. The firms selected will be required to submit a cost proposal on a case by case basis for review and approval for each item of work proposed under this agreement. Payments to the firms will be based on actual salaries paid to their personnel times a multiplier. Since there is no specific scope of work, there is no specific cost identified. However, based on previous years, we estimate approximately \$600,000.00 worth of work through this agreement. The agreements would have a term of two (2) years with the option to extend for one (1) additional year. Each firm, as part of this RFQ/RFP, was requested to submit a proposed multiplier for design services and a proposed multiplier for inspection services. These multipliers will be capped at a rate to be determined through contract negotiations.

The Department recommends that the following firms be retained for these services:

Firm/Address	Proposed Sub-Consultants/Address/MBE/WBE
Greenman-Pedersen, Inc. 325 West Main Street Babylon, NY 11702	M & J Engineers, P. C. (MBE) 52 South Terrace Place Valley Stream, NY 11580 TRIP Consultants Corp. 311 85th Street Brooklyn, NY 11209
Nelson & Pope Engineers & Surveyors 572 Walt Whitman Road Melville, NY 11747	Traffic Databank (MBE) 716 South Sixth Avenue Mt. Vernon, NY 10550 B. Thayer Associates (WBE) 100 Crossways Park Drive West Suite 104 Woodbury, NY 11797
LiRo Engineers, Inc. 3 Aerial Way Syosset, NY 11791	American Traffic Information, Inc. 336 Pulaski Avenue Staten Island, NY 10303 Traffic Counts Collecting, Inc. (WBE) 65-39 Maurice Avenue Woodside, NY 11377 Wiley Engineering, P.C. (MBE) 800 Veterans Memorial Highway Suite 302 Hauppauge, NY 11788
L.K. McLean Associates, P.C. 437 South Country Road Brookhaven, NY 11719	CSM Engineering, P.C. (WBE) 626 RXR Plaza Uniondale, NY 11556 Wiley Engineering, P.C. (MBE) 800 Veterans Memorial Highway Suite 302 Hauppauge, NY 11788

Office of the County Executive
Att: Richard R. Walker, Chief Deputy County Executive
November 24, 2015
Page three
SUBJECT: Recommendation to Engage Services of Consultant
Traffic Engineering On-Call Services
Project Number T62500-01D

The RBA Group, Inc.
40 Marcus Drive
Suite 201
Melville, NY 11747

Wiley Engineering, P.C. (MBE)
800 Veterans Memorial Highway
Suite 302
Hauppauge, NY 11788

Traffic Databank (MBE)
716 South Sixth Avenue
Mt. Vernon, NY 10550
Traffic Counts Collecting, Inc. (WBE)
65-39 Maurice Avenue
Woodside, NY 11377

In accordance with procedural guidelines, CSEA has been notified of this proposed agreement.


Please indicate whether you approve or disapprove of our recommendation and return this memo to this office for appropriate action.


Richard P. Millet
Chief Deputy Commissioner

RPM:KGA:AL:pl

c: Shila Shah-Gavnoudias, Commissioner
Kenneth G. Arnold, Assistant to Commissioner
Aryeh Lemberger, Unit Head, Traffic Engineering Unit
Sheila Dukacz, Section Head, Signal Shop
Michael Hagan, Traffic Engineer I
Jonathan Lesman, Management Analyst II *

APPROVED:


Richard R. Walker
Chief Deputy County Executive

12/1/2015
Date

DISAPPROVED:

Richard R. Walker
Chief Deputy County Executive

Date

REQUEST TO INITIATE

RTI Number 15-0290

REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSAL/REQUEST FOR BID CONTRACT

PART I: Approval by the Deputy County Executive for Operations must be obtained prior to ANY RFQ/RFP/RFBC
☐ RFQ ☒ RFP ☐ RFBC ☐ In-House or Requirements Work OrderProject Title: Traffic Engineering 'on-call'Department: Public Works Project Manager: A. Lemberger Date: 7/8/15Service Requested: Traffic Engineering on-call servicesJustification: The Traffic Engineering Unit of DPW requires specialized assistance on an on-call basis.Requested by: DPW Department/Agency/OfficeProject Cost for this Phase/Contract: (Plan/Design/Construction/CM/Equipment) _____
 Circle appropriate phaseTotal Project Cost: TBD Date Start Work: 1/1/16 Duration: 2 years
 Includes, design, construction and CM Phase being requested Phase being requestedCapital Funding Approval: YES ☒ NO ☐ [Signature] 6/2/15
 SIGNATURE DATEFunding Allocation (Capital Project): 62500
 See Attached Sheet if multiple ☒NIFS Entered: [Signature] DATE AIM Entered: [Signature] 9-11-15
 SIGNATURE DATE SIGNATURE DATEFunding Code: 62500 000 Timesheet Code: 15-0290
 use this on all encumbrances use this on timesheetsState Environmental Quality Review Act (SEQRA):
 Type II Action ☒ or, Environmental Assessment Form Required ☐
 Supplemental Environmental Documentation _____Department Head Approval: YES ☒ NO ☐ [Signature]
 SIGNATUREDCE/Ops Approval: YES ☐ NO ☐ [Signature]
 SIGNATURE

PART II: To be submitted to Chief Deputy County Executive after Qualifications/Proposals/Contracts are received from Responding vendors.

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

DCE/Ops Approval: YES NO Signature _____

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

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

FROM: Department of Public Works

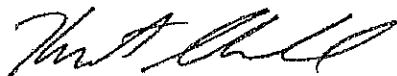
DATE: November 17, 2015

SUBJECT: CSEA Notification of a Proposed DPW Contract
Requirements Contract
Proposed Contract No: T62500-01D

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

1. DPW plans to recommend a contract/agreement for the following services:
"On-Call" Traffic Engineering Services for the Department's Traffic Engineering Unit.
2. The work involves the following: Providing traffic engineers, inspectors, draftsmen, technicians and other staff on an "as needed" basis for various traffic engineering related projects including, but not limited to: traffic signal designs, pavement marking designs, capacity analyses, traffic signal warrant studies, data collection, preparation and/or review of traffic impact studies, traffic signal inspection, and asset management system development.
3. An estimate of the cost is: \$600,000.00
4. An estimate of the duration is: Twenty-four (24) months

Should you wish to propose an alternative to the proposed contract/agreement, please respond within ten (10) days to: Department of Public Works, Att: Kenneth G. Arnold, Assistant to Commissioner, telephone 1-9607, fax 1-9657.


Kenneth G. Arnold
Assistant to Commissioner

KGA:WSN:AL:pl

c: Christopher Fusco, Director, Office of Labor Relations
Brian Libert, Deputy Director, Office of Labor Relations
Keith Cromwell, Office of Labor Relations
Rakhal Maitra, Deputy Commissioner
William S. Nimmo, Deputy Commissioner
Aryeh Lemberger, Unit Head, Traffic and Engineering Unit
Patricia Kivo, Unit Head, Human Resources Unit
Loretta Dionisio, Hydrogeologist II



CONTRACT FOR SERVICES

THIS AGREEMENT (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date this Agreement is executed by the County of Nassau, between (i) County of Nassau Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") acting for and on behalf of Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County") and (ii) Nelson & Pope Engineers & Surveyors, a consultant firm having its principal office at 572 Walt Whitman Road, Melville, NY 11747 (the "Firm" or the "Contractor").

WITNESSETH:

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

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

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

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

1. Term. This term of this Agreement shall commence on the date on which this Agreement is executed by the County (the "Commencement Date") and terminate on December 31, 2017 (the "Expiration Date") unless sooner terminated or extended in accordance with its terms. Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend this Agreement for a period of up to one (1) year by delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date. The Agreement so extended shall be on the same terms, conditions and covenants as during the initial term except that the Expiration Date shall be modified in accordance with the notice of extension.

2. Services, Extra Services and Reimbursable Expenses.

(a) The services to be provided by the Firm under this Agreement, on an as needed basis, consist of, but may not be limited to general traffic engineering, signal design, roadway geometry design, pavement marking design, sign design, general design services, construction inspection services, construction management services, data collection, traffic analyses, Computer Aided Design (CAD) and drafting, signal warrant surveys, left turn warrant surveys, traffic impact analyses, traffic counting services, general traffic studies, traffic signal progression studies, fiber optic communication design, Synchro analyses, traffic calming studies, management systems development, traffic management center construction and operations, providing traffic engineers, providing intelligent transportation system specialists, and providing technicians. The specific work divisions and deliverables related to this project are more particularly described in the "Detailed Scope of Services," attached hereto and hereby made a part hereof as Exhibit "A".

(b) At any time during the term of this Agreement, the Department may, in its sole and absolute discretion, require the Firm to perform Extra Services. The Firm shall not perform, nor be compensated for, Extra Services without the prior written approval of the Commissioner. The Firm agrees to perform any such Extra Services in accordance with the terms and conditions contained in this Agreement. As used herein, "Extra Services" means additional services which are (i) generally within the scope of services set forth in this Agreement, (ii) necessary or in furtherance of the goals of this Agreement and (iii) not due to the fault or negligence of the Firm.

(c) The following items are not included in the Firm's fee, and shall be reimbursable at an actual cost as expenditures in the interest of the project, provided they have been approved in advance by the Department in writing, and are subject to compliance with the County's bill paying procedures:

(1) The direct cost of expenses for travel to locations other than the County and or the

project site, including transportation (coach unless otherwise authorized by the Department), reasonable meal and lodging expenses, at rates established by the County for its own employees, and as have been approved in advance by the Department.

(2) Testing Laboratory Services, controlled inspections, and the like.

(3) Messenger service and cables as not necessarily incurred in the performance of services hereunder by the Firm and their sub-consultants.

(4) Final models, photographs and renderings as requested by the County.

(5) Reproduction of design development and construction document drawings, specification, reports, and other documents furnished to, or on behalf of the County in excess of five (5) copies each. Any items prepared on behalf on the Firm or their sub-consultants shall not be paid for by the County.

(6) Direct costs incurred in the relocation of the Firm's temporary field offices.

(7) Other comparable expenses as approved by the Department.

3. Payment.

(a) Amount of Consideration. The amount to be paid to the Firm as full consideration for the Firm's services under this Agreement shall be payable as set forth in the "Payment Schedule," attached hereto and made a hereby part hereof as Exhibit "B". Notwithstanding the foregoing, the maximum amount to be paid to the Firm for the Firm's services under this Agreement, including any Extra Services that may be so authorized, shall not exceed **Six Hundred Thousand (\$600,000.00)** dollars.

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

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

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

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Firm 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 Firm received notice that the County did not desire to receive such services.

(f) Payments Relating to Services Rendered by Subcontractors. The County retains the right, but not the obligation, prior to making any payment to the Firm, to demand that the Firm furnish to the County, proof acceptable to the County, in its sole and absolute discretion, that all due and payable claims made by subcontractors in connection with this Agreement have been paid to date or are included in the amount being requested by the Firm.

4. Ownership and Control of Work Product

(a) Copyrights.

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

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

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

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

(b) Patents and Inventions. Any discovery or invention arising out of or developed in the course of performance of this Agreement shall be promptly and fully reported to the Department, and if this work is supported by a federal grant of funds, shall be promptly and fully reported to the Federal Government for determination as to whether patent protection on such invention shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest.

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

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

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

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

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

7. Compliance with Law.

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

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

- (i) Firm 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, such breach being determined solely by the County. Firm has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) On a yearly basis, Firm shall provide the County with any material changes to its Certificate of Compliance, attached hereto and hereby made a part hereof as Appendix "L."

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Firm acknowledges that Firm's 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 Firm of such request prior to disclosure of the Information so that the Firm may take such action as it deems appropriate.

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

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

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

9. Indemnification; Defense; Cooperation.

(a) The Firm 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 Firm or a Firm's 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 Firm shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Firm shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Firm'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 Firm is responsible under this Section, and, further to the Firm's indemnification obligations, the Firm shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Firm shall, and shall cause Firm's 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 Firm and/or a Firm's Agent in connection with this Agreement.

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

10. Insurance.

(a) Types and Amounts. The Firm shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Firm'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 Firm 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 Firm shall be solely responsible for the payment of all deductibles to which such policies are subject. The Firm 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 Firm 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 Firm shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Firm 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 Firm to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Firm to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

11. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii)

waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

12. Termination.

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

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

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

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

13. Accounting Procedures; Records. The Firm shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Firm is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

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

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

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

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

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

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

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

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

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

(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.

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

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

21. Administrative Service Charge. The Firm agrees to pay the County an administrative

service charge of five hundred thirty three dollars (\$533) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by the Firm upon signing this Agreement.

22. Joint Venture.

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

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

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

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

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

{Remainder of page intentionally lefty blank}

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

NELSON & POPE ENGINEERS & SURVEYORS

By: Robert G. Nelson Jr.
Name: ROBERT G NELSON JR
Title: PARTNER
Date: 1-13-2016

NASSAU COUNTY

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

PLEASE EXECUTE IN BLUE INK

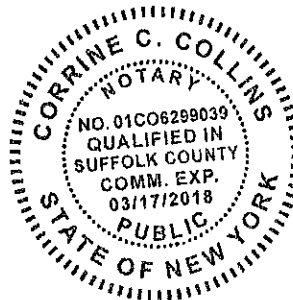
STATE OF NEW YORK)

Suffolk)ss.:
COUNTY OF NASSAU)

On the 13 day of January in the year 2014 before me personally came Robert G. Nelson, Jr to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of [REDACTED]; that he or she is the Partner of Nelson & Pope Engineers & Surveyors, 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

Corrine C. Collins



STATE OF NEW YORK)

)ss.:
COUNTY OF NASSAU)

On the ____ day of _____ in the year 20__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

EXHIBIT "A"

DETAILED SCOPE OF SERVICES

The services to be provided by the firm under this agreement shall consist of all required professional services for the various traffic engineering assignments, including but not limited to general traffic engineering, signal design, roadway geometry design, pavement marking design, sign design, general design services, construction inspection services, construction management services, data collection, traffic analyses, Computer Aided Design (CAD) and drafting, signal warrant surveys, left turn warrant surveys, traffic impact analyses, traffic counting services, general traffic studies, traffic signal progression studies, fiber optic communication design, Synchro analyses, traffic calming studies, management systems development, traffic management center construction and operations, providing traffic engineers, providing intelligent transportation system (ITS) specialists, providing CAD operators, and providing technicians ("Services").

The Firm shall be responsible for obtaining all required approvals, permits, certifications, and clearances from the appropriate Federal, State and local authorities, if any, necessary to complete the project.

The Firm shall provide copies of any and all sample/test reports, design calculations and other data to the County. Copies of all drawings and specifications shall also be provided to the County in electronic format. Any drawings are to be prepared in a computerized format suitable for incorporation into the County's GIS. All CAD drawings and designs shall be provided in a County approved format and in conformance with the layering standards developed by the Traffic Engineering Unit.

Upon the County's request, at any time during the term of this Agreement, the Firm shall change or revise any or all drawings and specifications.

The Firm shall evaluate potential changes, budget and schedule impacts.

The Firm shall attend, with subcontractors as appropriate or requested by the County, all regularly scheduled meetings. The Firm shall prepare and distribute meeting minutes for all meetings unless otherwise directed by the County.

The County shall develop a detailed scope of work for each potential assignment to be undertaken as part of this Agreement. The Firm will be required to submit a scope of work, staffing chart and cost proposal specific to the detailed scope of work requested by the County.

This Agreement is an on-call services agreement. Nothing contained in this Agreement shall be deemed to assign, or guarantee assignment of, any work to the Firm. This Agreement allows the Firm to send the County a proposal in the event the County requires services covered in this Agreement. Any work that may be assigned to the Firm is subject to all terms and conditions contained in this Agreement.

Appendix "B"

Payment Schedule

Payment to the Firm for all services as outlined in "Exhibit A," including any extra services that may be authorized under this Agreement, shall be made as follows:

- A. The Firm shall be paid on the basis of **2.65** times the actual salaries or wages paid to the technical personnel engaged in this phase of the work, other than inspection services and **2.20** times the actual salaries or wages paid to the technical personnel engaged in the work for inspection services, exclusive of payroll taxes, insurance, and any and all fringe benefits. The Firm shall be compensated for such services performed by principals, while engaging in a technical capacity in the project, on the same basis as technical personnel. Notwithstanding the foregoing, the maximum billable rate, after application of the multiplier, shall not exceed **one hundred seventy five dollars (\$175.00) per hour**.
- B. With regard to any task for which payment is calculated on the basis of a multiple of salary, it is understood and agreed that the County will utilize the Firm's approved Personnel List which is currently active and in use in connection with the Firm's services on other County Public Works projects. In the event there is no current Personnel List, or if an existing list is incomplete, then the Firm will submit either such Personnel List setting forth names, classifications, and hourly rates, or if necessary, submit a supplement to an active list, at the time the proposal is presented. In either case, the prior written approval of the Commissioner is required. It is the County's intention hereby that the salary to be reimbursed to the Firm for a named employee shall be the same for said employee on all current County agreements with the Firm.
- C. The firm may grant an employee a salary increase within a classification or by a change of classification. The intention to grant an employee a salary increase within a classification, or to change his or her classification, must be communicated in writing by the Firm to the Commissioner at least one month prior to the effective date of the increase or change of classification. The prior, written approval of the Commissioner is required. If the Firm hires new employees whom they wish to assign to work on this project, they must submit such employees' names, their titles and proposed salaries, and receive prior written approval from the Commissioner.
- D. Claims for services performed shall be accompanied by a certified statement setting forth the names of the persons performing the work, the title held by each person, their hourly rates, the number of hours worked and the total compensation earned. All claims for compensation shall be made upon forms supplied by the County Comptroller, and shall be approved for payment by the Commissioner or his designee. The payroll records of the Firm shall be available for inspection and audit as required.
- E. Overtime - Payment vouchers which include overtime shall not be approved by the Department without the Firm having obtained prior written approval of the Department for such overtime. The premium pay for overtime, above the straight hourly rate shall not be subject to any multiplier. In computing the cost to the County for overtime work performed, the overtime period shall be paid at the straight hourly rate times the applicable multiplier, plus the overtime premium cost incurred.
- H. Extra Services or Additional Costs. If the Firm is required to perform extra services, or incurs additional expenses due to substantial changes ordered by the Department, which changes are not due to the fault or negligence of the Firm; the Firm shall be compensated for such extra expense and services. Payment terms for any additional services shall be as mutually agreed by the Department and Firm, as either a lump sum or based on actual salaries of personnel as stipulated herein and calculated in accordance with either paragraph A above. Such extra services are to be provided only after written authorization by the Department.

DISCLOSURE STATEMENT

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE STATEMENT

1. Name of Firm: N&P Engineers & Land Surveyor, PLLC (d/b/a Nelson & Pope Engineers & Surveyors)

Address: 572 Walt Whitman Road

City and State: Melville, NY Zip Code 11747

2. Firm's Vendor Identification Number: 11-3551992

3. Type of Business:

☐ Public Corp. ☐ Partnership ☐ Sole Proprietorship ☐ Joint Venture
☐ Ltd Liability Company ☐ Closely Held Corp. ☒ PLLC ☐ Other (specify)

4. List names and address 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 sheet (s) if necessary)

See attached

5. List all names and address 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 10K form in lieu of completing this section) (attach additional sheet (s) if necessary).

See attached

6. List all affiliated and related companies and their relationship to the firm entered on line 1 (one) above [if none, enter "None"] (* include a separate disclosure form for each affiliated or subsidiary company) (attach additional sheet (s) if necessary).

N&P Construction Layout (N&P Majority Owner)

* Nelson, Pope & Voorhis. LLC (N&P Majority Owner)

*HWJ Engineering & Surveying. PLLC (N&P Majority Owner)

*East Coast Geoservices (N&P Minority Owner)

*572 Walt Whitman Rd. Assoc. (N&P Partners Individual Owners)

*Vornel Management (N&P Majority Owner)

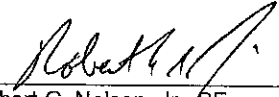
*N&P Engineering LLC

* These affiliates are not anticipated to be working on the project.

Refer to the attached sheet.

7. VERIFICATION: This section must be signed by a principal of the Consultant, Contractor or Vendor authorized as signator 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 own knowledge, true.

Dated 01/13/16

Signed 
Print Name Robert G. Nelson, Jr., PE
Title Partner

N&P ENGINEERS & LAND SURVEYOR, PLLC
d/b/a NELSON & POPE, ENGINEERS & SURVEYORS (N&P)

JOSEPH EPIFANIA

[REDACTED]

ROBERT NELSON, JR.

[REDACTED]

THOMAS LEMBO

[REDACTED]

ERIC MCFERRAN

[REDACTED]

GARY BECKER

[REDACTED]

GREGORY PETERMAN

[REDACTED]

THOMAS DIXON

[REDACTED]

Nelson & Pope et al.
Partners Ownership Percentages - 01/01/2016

	N & P Engineers & Land Surveyor, PLLC d/b/a Nelson & Pope (11-3351992)	Nelson Pope & Voorhis, LLC (11-3353292)	N&P Construction Layout (11-3237008)	572 Walt Whitman Road Associates, LLC (11-3332281)	Vornel Management (42-1564513)	HWJ Engineering & Surveying PLLC d/b/a Hawkins Webb Jaeger (20-0466961)	East Coast Geoservices LLC (26-3957238)	N & P Engineering LLC (81-0721476)	Haks-Nelson & Pope JV (27-4404689)	N&P-GdB (46-0604678)
Epifania, Joseph	15.0317%	-	15.0317%	15.8685%	-	-	-	17.0034%	-	-
Nelson, Robert, Jr.	15.0317%	-	15.0317%	15.8685%	-	-	-	17.0034%	-	-
Lembo, Thomas	15.0317%	-	15.0317%	12.2398%	-	-	-	17.0034%	-	-
Becker, Gary	15.0317%	-	15.0317%	12.7237%	-	-	-	17.0034%	-	-
Peterman, Gregory	11.5954%	-	11.5954%	9.4519%	-	-	-	-	-	-
McFerran, Eric	15.0317%	-	15.0317%	12.7237%	-	-	-	17.0034%	-	-
Dixon, Thomas	13.2461%	-	13.2461%	10.8892%	-	-	-	14.9830%	-	-
Voorhis, Charles	-	18.0000%	-	10.2351%	-	-	6.25%	-	-	-
McGinn, Steven	-	8.5000%	-	-	-	-	6.25%	-	-	-
Eiseman, Kathryn	-	8.5000%	-	-	-	-	6.25%	-	-	-
O'Farrell, Carrie	-	9.0000%	-	-	-	-	6.25%	-	-	-
Crane, Matthew	-	-	-	-	-	10.0000%	-	-	-	-
N&P, Engineers & Land Surveyor, PLLC	-	56.0000%	-	-	50.0000%	90.0000%	-	-	30.00%	80.00%
Nelson Pope & Voorhis, LLC	-	-	-	-	50.0000%	-	75.00%	-	-	-
Haks Engineers, Architects and Land Surveyors	-	-	-	-	-	-	-	-	70.00%	-
Gayron de Bruin, Land Surveying and Engineering, PC	-	-	-	-	-	-	-	-	-	20.00%
	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%

N&P, Engineers & Land Surveyor,
PLLC

Provides engineering & surveying to Nelson Pope & Voorhis and Hawkins Webb & Jaeger and general public

Nelson Pope & Voorhis, LLC

Provides environmental consulting services to Nelson & Pope and Hawkins Webb & Jaeger and general public

N&P Constructions Layout

Provides surveying services to Nelson & Pope exclusively

LLC

Owns buildings leased by Nelson & Pope exclusively

Vornel Management

Provides management services to Hawkins Webb & Jaeger exclusively

HWJ Engineering & Surveying PLLC

Provides architectural, engineering & Surveying services to Nelson & Pope and Nelson Pope & Voorhis and general public

East Coast Geoservices LLC

Provides drilling/soil sampling services to Nelson & Pope, Nelson Pope & Voorhis, Hawkins Webb Jaeger and general public

N & P Engineering LLC

Provides architectural, engineering & Surveying services in the State of Connecticut

Haks-Nelson & Pope JV

Environmental Consulting on Call services for Nassau County, NY

N&P-GdB

Provides Topographic Surveying services to New York City Department of Design and Construction

COUNTY OF NASSAU

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

1. Name of the Entity: N&P Engineers & Land Surveyor, PLLC
(d/b/a Nelson & Pope Engineers & Surveyors)

Address: 572 Walt Whitman Road

City, State and Zip Code: Melville, NY 11747

2. Entity's Vendor Identification Number: 11-3551992

3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture
☐ Ltd. Liability Co ☐ Closely Held Corp ☒ PLLC ☐ Other (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):

See Attached

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.

See Attached

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.

N&P Construction Layout (N&P Majority Owner)

*Nelson, Pope & Voorhis, LLC (N&P Majority Owner)

*HWJ Engineering & Surveying, PLLC • (N&P Majority Owner)

*East Coast Geoservices * (N&P Minority Owner)

*572 Walt Whitman Rd. Assoc. * (N&P Partners Individual Owners)

*Vornel Management * (N&P Majority Owner)

*N&P Engineering LLC

*These affiliates are not anticipated to be working on the project.

Refer to the attached sheet.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). 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, or to otherwise engage in lobbying as the term is defined herein. 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.

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

NONE - N&P nor any of our affiliates engages or has engaged the services of a lobbyist to influence or promote a matter before the County of Nassau, its agencies, boards, commissions, department heads, or committees.

(b) Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete description of lobbying activities.

NONE - N&P nor any of our affiliates engages or has engaged the services of a lobbyist to influence or promote a matter before the County of Nassau, its agencies, boards, commissions, department heads, or committees.

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

NONE - N&P nor any of our affiliates engages or has engaged the services of a lobbyist to influence or promote a matter before the County of Nassau, its agencies, boards, commissions, department heads, or committees.

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.

Dated: 01/13/2016

Signed: 

Print Name: Robert G. Nelson, Jr., PE

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.

N&P ENGINEERS & LAND SURVEYOR, PLLC
d/b/a NELSON & POPE, ENGINEERS & SURVEYORS (N&P)

JOSEPH EPIFANIA

[REDACTED]

ROBERT NELSON, JR.

[REDACTED]

THOMAS LEMBO

[REDACTED]

ERIC MCFERRAN

[REDACTED]

GARY BECKER

[REDACTED]

GREGORY PETERMAN

[REDACTED]

THOMAS DIXON

[REDACTED]

Nelson & Pope etal.
Partners Ownership Percentages - 01/01/2016

	N & P Engineers & Land Surveyor, PLLC d/b/a Nelson & Pope (11-3551992)	Nelson Pope & Voorhis, LLC (11-3353292)	N&P Construction Layout (11-3237008)	572 Walt Whitman Road Associates, LLC (11-3332281)	Vornel Management (42-1564513)	HWJ Engineering & Surveying PLLC d/b/a Hawkins Webb Jaeger (20-0466961)	East Coast Geoservices LLC (26-3957238)	N & P Engineering LLC (81-0721476)	Haks-Nelson & Pope JV (27-4404689)	N&P-GdB (46-0604678)
Epifania, Joseph	15.0317%	-	15.0317%	15.8685%	-	-	-	17.0034%	-	-
Nelson, Robert, Jr.	15.0317%	-	15.0317%	15.8685%	-	-	-	17.0034%	-	-
Lembo, Thomas	15.0317%	-	15.0317%	12.2398%	-	-	-	17.0034%	-	-
Becker, Gary	15.0317%	-	15.0317%	12.7237%	-	-	-	17.0034%	-	-
Peteman, Gregory	11.5954%	-	11.5954%	9.4515%	-	-	-	-	-	-
McFerran, Eric	15.0317%	-	15.0317%	12.7237%	-	-	-	17.0034%	-	-
Dixon, Thomas	13.2461%	-	13.2461%	10.8892%	-	-	-	14.9830%	-	-
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McGinn, Steven	-	8.5000%	-	-	-	-	6.25%	-	-	-
Eiseman, Kathryn	-	8.5000%	-	-	-	-	6.25%	-	-	-
O'Farrell, Carrie	-	9.0000%	-	-	-	-	6.25%	-	-	-
Crane, Matthew	-	-	-	-	-	10.0000%	-	-	-	-
N&P, Engineers & Land Surveyor, PLLC	-	56.0000%	-	-	50.0000%	90.0000%	-	-	30.00%	80.00%
Nelson Pope & Voorhis, LLC	-	-	-	-	50.0000%	-	75.00%	-	-	-
Haks Engineers, Architects and Land Surveyors	-	-	-	-	-	-	-	-	70.00%	-
Gayron de Bruin, Land Surveying and Engineering, PC	-	-	-	-	-	-	-	-	-	20.00%
	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%

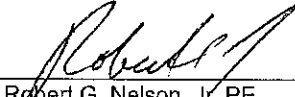
N&P, Engineers & Land Surveyor, PLLC	Provides engineering & surveying to Nelson Pope & Voorhis and Hawkins Webb & Jaeger and general public
Nelson Pope & Voorhis, LLC	Provides environmental consulting services to Nelson & Pope and Hawkins Webb & Jaeger and general public
N&P Constructions Layout LLC	Provides surveying services to Nelson & Pope exclusively
Vornel Management	Owns buildings leased by Nelson & Pope exclusively Provides management services to Hawkins Webb & Jaeger exclusively
HWJ Engineering & Surveying PLLC	Provides architectural, engineering & Surveying services to Nelson & Pope and Nelson Pope & Voorhis and general public
East Coast Geoservices LLC	Provides drilling/soil sampling services to Nelson and Pope, Nelson Pope & Voorhis, Hawkins Webb Jaeger and general public
N & P Engineering LLC	Provides architectural, engineering & Surveying services in the State of Connecticut
Haks-Nelson & Pope JV	Environmental Consulting on Call services for Nassau County, NY
N&P-GdB	Provides Topographic Surveying services to New York City Department of Design and Construction

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE STATEMENT

Refer to the attached sheet.

7. VERIFICATION: This section must be signed by a principal of the Consultant, Contractor or Vendor authorized as signator 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 own knowledge, true.

Dated 01/13/16

Signed 
Print Name Robert G. Nelson, Jr. PE
Title Partner

N&P ENGINEERS & LAND SURVEYOR, PLLC
d/b/a NELSON & POPE, ENGINEERS & SURVEYORS (N&P)

JOSEPH EPIFANIA

[REDACTED]

ROBERT NELSON, JR.

[REDACTED]

THOMAS LEMBO

[REDACTED]

ERIC MCFERRAN

[REDACTED]

GARY BECKER

[REDACTED]

GREGORY PETERMAN

[REDACTED]

THOMAS DIXON

[REDACTED]

Nelson & Pope etal.
Partners Ownership Percentages - 01/01/2016

	N & P Engineers & Land Surveyor, PLLC d/b/a Nelson & Pope (11-3551992)	Nelson Pope & Voorhis, LLC (11-3353292)	N&P Construction Layout (11-3237008)	572 Walt Whitman Road Associates, LLC (11-3332281)	Vornel Management (42-1564513)	HWJ Engineering & Surveying PLLC d/b/a Hawkins Webb Jaeger (20-0466961)	East Coast Geoservices LLC (26-3957238)	N & P Engineering LLC (31-0721476)	Haks-Nelson & Pope JV (27-440689)	N&P-GdB (46-0604678)
Epifania, Joseph	15.0317%	-	15.0317%	15.8685%	-	-	-	17.0034%	-	-
Nelson, Robert, Jr.	15.0317%	-	15.0317%	15.8685%	-	-	-	17.0034%	-	-
Lembo, Thomas	15.0317%	-	15.0317%	12.2398%	-	-	-	17.0034%	-	-
Becker, Gary	15.0317%	-	15.0317%	12.7237%	-	-	-	17.0034%	-	-
Peterman, Gregory	11.5954%	-	11.5954%	9.4515%	-	-	-	-	-	-
McFerran, Eric	15.0317%	-	15.0317%	12.7237%	-	-	-	17.0034%	-	-
Dixon, Thomas	13.2461%	-	13.2461%	10.8892%	-	-	-	14.9830%	-	-
Voorhis, Charles	-	18.0000%	-	10.2351%	-	-	6.25%	-	-	-
McGinn, Steven	-	8.5000%	-	-	-	-	6.25%	-	-	-
Eiseman, Kathryn	-	8.5000%	-	-	-	-	6.25%	-	-	-
O'Farrell, Carrie	-	9.0000%	-	-	-	-	6.25%	-	-	-
Crane, Matthew	-	-	-	-	-	10.0000%	-	-	-	-
N&P, Engineers & Land Surveyor, PLLC	-	56.0000%	-	-	50.0000%	90.0000%	-	-	30.00%	80.00%
Nelson Pope & Voorhis, LLC	-	-	-	-	50.0000%	-	75.00%	-	-	-
Haks Engineers, Architects and Land Surveyors	-	-	-	-	-	-	-	-	70.00%	-
Gayron de Bruin, Land Surveying and Engineering, PC	-	-	-	-	-	-	-	-	-	20.00%
	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%

N&P, Engineers & Land Surveyor, PLLC	Provides engineering & surveying to Nelson Pope & Voorhis and Hawkins Webb & Jaeger and general public
Nelson Pope & Voorhis, LLC	Provides environmental consulting services to Nelson & Pope and Hawkins Webb & Jaeger and general public
N&P Construction's Layout LLC	Provides surveying services to Nelson & Pope exclusively
Vornel Management	Owns buildings leased by Nelson & Pope exclusively
	Provides management services to Hawkins Webb & Jaeger exclusively
HWJ Engineering & Surveying PLLC	Provides architectural, engineering & Surveying services to Nelson & Pope and Nelson Pope & Voorhis and general public
East Coast Geoservices LLC	Provides drilling/soil sampling services to Nelson and Pope, Nelson Pope & Voorhis, Hawkins Webb Jaeger and general public
N & P Engineering LLC	Provides architectural, engineering & Surveying services in the State of Connecticut
Haks-Nelson & Pope JV	Environmental Consulting on Call services for Nassau County, NY
N&P-GdB	Provides Topographic Surveying services to New York City Department of Design and Construction

COUNTY OF NASSAU

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

1. Name of the Entity: N&P Construction Layout
Address: 572 Walt Whitman Road
City, State and Zip Code: Melville, NY 11747
2. Entity's Vendor Identification Number: 11-3237008
3. Type of Business: ☐ Public Corp ☒ Partnership ☐ Joint Venture
☐ Ltd. Liability Co ☐ Closely Held Corp ☐ ~~Other~~ Other (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):

See Attached for N&P Engineers & Land Surveyor, PLLC and Ownership

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.

See Attached

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.

N&P Engineers & Land Surveyor, PLLC

Refer to the attached sheet

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). 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, or to otherwise engage in lobbying as the term is defined herein. 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.

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

NONE - Construction Layout nor any of our affiliates engages or has engaged the services of a lobbyist to influence or promote a matter before the County of Nassau, its agencies, boards, commissions, department heads, or committees.

Page 3 of 4

(b) Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete description of lobbying activities.

None.

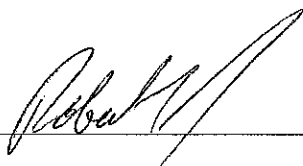
(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

None.

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.

Dated: 01/13/2016

Signed: 

Print Name: Robert G. Nelson, Jr., PE

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 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.

N&P ENGINEERS & LAND SURVEYOR, PLLC
d/b/a NELSON & POPE, ENGINEERS & SURVEYORS (N&P)

JOSEPH EPIFANIA

[REDACTED]

ROBERT NELSON, JR.

[REDACTED]

THOMAS LEMBO

[REDACTED]

ERIC MCFERRAN

[REDACTED]

GARY BECKER

[REDACTED]

GREGORY PETERMAN

[REDACTED]

THOMAS DIXON

[REDACTED]

Nelson & Pope etal.
Partners Ownership Percentages - 01/01/2016

	N & P Engineers & Land Surveyor, PLLC d/b/a Nelson & Pope (11-3551992)	Nelson Pope & Voorhis, LLC (11-3353292)	N&P Construction Layout (11-3237008)	572 Walt Whitman Road Associates, LLC (11-3332281)	Vornel Management (42-1564513)	HWJ Engineering & d/b/a Hawkins Webb Jaeger (20-0466961)	East Coast Geoservices LLC (26-3957238)	N & P Engineering LLC (81-0721476)	Haks-Nelson & Pope JV (27-4404689)	N&P-GdB (46-0604678)
Epifania, Joseph	15.0317%	-	15.0317%	15.8685%	-	-	-	17.0034%	-	-
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O'Farrell, Carrie	-	9.0000%	-	-	-	-	6.25%	-	-	-
Crane, Matthew	-	-	-	-	-	10.0000%	-	-	-	-
N&P, Engineers & Land Surveyor, PLLC	-	56.0000%	-	-	50.0000%	90.0000%	-	-	30.00%	80.00%
Nelson Pope & Voorhis, LLC	-	-	-	-	50.0000%	-	75.00%	-	-	-
Haks Engineers, Architects and Land Surveyors	-	-	-	-	-	-	-	-	70.00%	-
Gayron de Bruin, Land Surveying and Engineering, PC	-	-	-	-	-	-	-	-	-	20.00%
	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%

N&P, Engineers & Land Surveyor, PLLC
Provides engineering & surveying to Nelson Pope & Voorhis and Hawkins Webb & Jaeger and general public

Nelson Pope & Voorhis, LLC
Provides environmental consulting services to Nelson & Pope and Hawkins Webb & Jaeger and general public

N&P Constructors Layout LLC
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Owns buildings leased by Nelson & Pope exclusively

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Provides architectural, engineering & Surveying services in the State of Connecticut

N&P-GdB
Environmental Consulting on Call services for Nassau County, NY

Provides Topographic Surveying services to New York City Department of Design and Construction

EXECUTIVE ORDER NO. 2 - 2015

EXECUTIVE ORDER PURSUANT TO SECTION 203 OF THE
COUNTY GOVERNMENT LAW OF NASSAU COUNTY TO FURTHER
DISCLOSURE BY THOSE DOING BUSINESS WITH NASSAU
COUNTY

WHEREAS, pursuant to subdivision 1 of section 203 of the Nassau County Charter, the County Executive is responsible for the administration of all departments, offices and functions of the county government; and

WHEREAS, the County Executive, in furtherance of his duties pursuant to subdivision 1 of section 203, is committed to ensuring transparency and openness with respect to the administration of governmental functions; NOW, THEREFORE BE IT

ORDERED, every lobbyist, as defined on the attached Lobbyist Registration and Disclosure Form (hereinafter "Lobbyist Form"), shall annually file the Lobbyist Form with the County Attorney and with the Clerk of the Nassau County Legislature for each calendar year, provided, however, that the filing of such statement of registration shall not be required of any lobbyist who in any year does not earn or incur an amount in excess of one thousand dollars reportable compensation and expenses for the purposes of lobbying, or is an officer, director, trustee or employee of any public corporation when acting in such official capacity; and it is further

ORDERED, that such filing shall be completed on or before January fifteenth by those persons who have been retained, employed or designated as lobbyists on or before December thirty-first of the previous calendar year who reasonably anticipate that in the coming year they will earn or incur combined reportable compensation and expenses in an amount in excess of one thousand dollars; and for those lobbyists retained, employed or designated after December thirty-first, and those lobbyists who, subsequent to their retainer, employment or designation, reasonably anticipate combined reportable compensation and expenses in excess of such amount, such filing must be completed within fifteen days thereafter; and it is further

ORDERED, that the County Attorney shall forward copies of each Lobbyist Form to the Nassau County Department of Information Technology ("IT"), and that IT shall develop and maintain a lobbyist registration page on that County's website, and make available all such Lobbyist Forms for public inspection on the County's website; and it is further

ORDERED, that upon termination of a lobbyist's retainer, employment or designation, such lobbyist and the client, if any, on whose behalf such service has been rendered shall both give notice to the County Attorney in the electronic filing system within thirty days after the lobbyist ceases the activity that required such lobbyist to file a statement of registration; however, such lobbyist shall nevertheless comply with the reporting requirements as set forth above and the reporting requirements for the last periodic reporting period up to the date such activity has ceased; and it is further

ORDERED, any lobbyist required to file a Lobbying Form as set forth herein who, in any lobbying year, earns or incurs combined reportable compensation and expenses in an amount in excess of one thousand dollars, for the purpose of lobbying, shall file with the County Attorney periodic reports, on forms prescribed by the County Attorney, by the fifteenth day next succeeding the end of the reporting period on which the cumulative total for such lobbying year equaled such sum. Such reporting periods shall be the period from January 1 to March 31, April 1 to May 31, June 1 to August 31 and August 31 to December 31; and it is further

ORDERED, that any lobbyist making a report pursuant to the above paragraph shall thereafter file with the County Attorney, on forms prescribed by the County Attorney, a periodic report for each reporting period that such person earns or incurs combined reportable compensation and expenses in an amount in excess of one thousand dollars for the purposes of lobbying during such reporting period. Such report shall be filed not later than the fifteenth day next succeeding the end of such reporting period and shall include the amounts so earned or

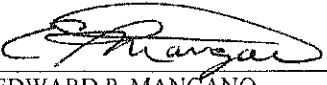
incurred during such reporting period and the cumulative total during the lobbying year; and it is further

ORDERED, that IT shall ensure that the Lobbying Form and the form for periodic reports prescribed by the County Attorney are available on the County website; and it is further

ORDERED, that this Executive Order shall take effect immediately.

Dated:

May 15, 2015


EDWARD P. MANGANO
NASSAU COUNTY ATTORNEY

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name 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; or to otherwise engage in lobbying activities as the term is defined herein. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

NONE - N&P nor any of our affiliates engages or has engaged the services of a lobbyist to influence or promote a matter before the County of Nassau, its agencies, boards, commissions, department heads, or committees.

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

NONE - N&P nor any of our affiliates engages or has engaged the services of a lobbyist

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

NONE - N&P nor any of our affiliates engages or has engaged the services of a lobbyist

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

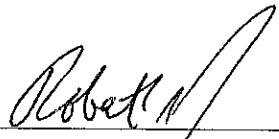
NONE - N&P nor any of our affiliates engages or has engaged the services of a lobbyist

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

NONE, N&P nor any of our affiliates expects to or has engaged the services of a lobbyist to influence or promote a matter before the County of Nassau, its agencies, boards, commissions, department heads, or committees.

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.

Dated: 01/13/2016

Signed: 

Print Name: Robert G. Nelson, Jr., PE

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.

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 by such title and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

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

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

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

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

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

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

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

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

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

(j) Reward 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.

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 Best Efforts with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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

As used in this Appendix EE the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of the County Contractor. The work shall include, but not be limited to, labor, materials and/or supplies, and professional services necessary for a County Contractor to fulfill the obligations of a County Contract.

Appendix G

Business History Form

In addition to the submission of bids/proposals, as applicable, each bidder/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 bid/proposal.

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

Date: January 13, 2016

1) Bidder's/Proposer's Legal Name: N&P Engineers & Land Surveyor
(d/b/a Nelson & Pope Engineers & Surveyors) _____

2) Address of Place of Business: 572 Walt Whitman Road, Melville, NY 11747

List all other business addresses used within last five years:

N/A

3) Mailing Address (if different): Same as Above

Phone : (631) 427-5665

Does the business own or rent its facilities? Own

4) Dun and Bradstreet number: 1057732869

5) Federal I.D. Number: 11-3551992

6) The bidder/proposer is a (check one): _____ Sole Proprietorship _____ Partnership _____
Corporation X Other (Describe) PLLC

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

Yes X No _____ If Yes, please provide details: Refer to attached sheet listing affiliates

8) Does this business control one or more other businesses? Yes X No _____ If Yes, please provide details: Refer to attached sheet listing affiliates

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes X No _____ If Yes, provide details: Refer to attached sheet listing affiliates

10) Has the bidder/proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes _____ No X 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 bidder/proposer, during the past seven years, been declared bankrupt? Yes _____ No X
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 X If Yes, provide details for each such investigation. _____

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. NO X YES _____ ; If Yes, provide details for each such investigation. _____

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? No X Yes _____ If Yes, provide details for each such charge. _____

B) Any misdemeanor charge pending? No X Yes _____ If Yes, provide details for each such charge. _____

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? No X 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 X 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?

No X Yes _____ If Yes, provide details for each such occurrence.

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? No X Yes _____; If Yes, provide details for each such instance. _____

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? No X Yes _____ 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. _____

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: N/A

a) Please disclose:

- (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 as collection agent on behalf of Nassau County. SEE COMMENT BELOW
- (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 as collection agent on behalf of Nassau County. SEE COMMENT BELOW
- (iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting as a collection agent on behalf of Nassau County. SEE COMMENT BELOW

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.
SEE COMMENT BELOW

RESPONSE TO QUESTION 17:

NELON & POPE DOES NOT HAVE NOR WILL HAVE ANY FINANCIAL RELATIONSHIP OR EMPLOY ANY STAFF WITH A FAMILY RELATIONSHIP OF A COUNTY PUBLIC SERVANT FOR THE PURPOSE OF ACTING AS A COLLECTION AGENT TO NASSAU COUNTY. ANY DISCUSSION WITH THE COUNTY BY A REPRESENTATIVE OF NELSON & POPE OR ONE OF OUR AFFILIATES WOULD BE BY A PRINCIPAL DEPARTMENT SUPERVISOR OR PROJECT MANAGER, NONE OF WHICH HAVE ANY FAMILY RELATIONSHIP TO A NASSAU COUNTY PUBLIC SERVANT. N&P EMPLOYEES WITH FAMILY RELATIONSHIPS TO NASSAU COUNTY CIVIL SERVANTS SERVE AS ADMINISTRATE STAFF WITH NO NASSAU COUNTY COLLECTIONS RESPONSIBILITIES OR ANY RESPONSIBILITY FOR PROCURING WORK FROM THE COUNTY.

Attachments to Business History Form

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

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

Should the bidder/proposer be other than an individual, the bid/proposal should include:

- i) Date of formation; N&P WAS FOUNDED IN 1954
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; REFER TO ATTACHED SHEET
- iii) Name, address and position of all officers and directors of the company; REFER TO ATTACHED SHEET
- iv) State of incorporation (if applicable); N&P IS AUTHORIZED BY THE STATE OF NEW YORK EDUCATION DEPARTMENT OFFICE OF PROFESSIONAL SERVICES TO PRACTICE ENGINEERING AND SURVEYING IN THE STATE OF NEW YORK.
- v) The number of employees in the firm; APPROXIMATELY 100 EMPLOYEES INCLUDING OUR AFFILIATED FIRMS
- vi) Annual revenue of firm; SEE ATTACHED
- vii) Summary of relevant accomplishments REFER TA ATTCHMENT
- viii) Copies of all state and local licenses and permits: REFER TO ATTACHMENT

- B. Indicate number of years in business. N&P HAS BEEN PRACTICING ENGINEERING AND SURVEYING IN NEW YORK STATE SINCE 1954

- C. Provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services. REFER TO ATTACHMENT

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

NOTE: IN ADDITION TO THE FOLLOWING REFERENCES ADDITIONAL REFERENCES ARE CONTAINED IN THE ATTACHMENT FOLLOWING

Company TOWN OF GENERAL SERVICES – TRAFFIC ENGINEERING CONTROL DIVISION

Contact Person GARY AUE

Address 1580 MERRICK ROAD

City/State MERRICK NY 11566

Telephone 516-378-2260

Fax # 516-378-7155

E-Mail Address GAUE@TOHMAIL.ORG

Company SUFFOLK COUNTY DEPARTMENT OF PUBLIC WORKS TRAFFIC ENGINEERING & HIGHWAY PERMITS

Contact Person DANIEL J. DRESCH, JR.

Address 335 YAPANK ROAD

City/State YAPANK NY 11980

Telephone 631-852-4081

Fax # 631-852-4079

E-Mail Address DANIEL.DRESCH@CO.SUFFOLK.NY.US

Company INC VILLAGE OF PLANDOME MANOR

Contact Person MAYOR BARBARA DONNO

Address 55 MANHASSET AVE.

City/State PLANDOME MANOR, NY 11030

Telephone 516-627-3701

Fax # _____

E-Mail Address PLANDOMEMANOR@OPTONLINE.NET

CERTIFICATION

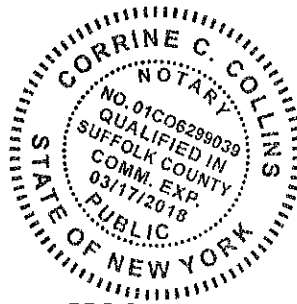
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT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

I, Robert G Nelson Jr, 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 County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; 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 questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 13 day of January 2016

Corrine C. Collins

Notary Public



Name of submitting business: N&P Engineers & Land Surveyor, PLLC

By: Robert G. Nelson, Jr., PE

Print name

Robert G. Nelson Jr

Signature

Partner

Title

01 / 13 / 2016

Date

N&P ENGINEERS & LAND SURVEYOR, PLLC
d/b/a NELSON & POPE, ENGINEERS & SURVEYORS (N&P)

JOSEPH EPIFANIA

[REDACTED]

ROBERT NELSON, JR.

[REDACTED]

THOMAS LEMBO

[REDACTED]

ERIC MCFERRAN

[REDACTED]

GARY BECKER

[REDACTED]

GREGORY PETERMAN

[REDACTED]

THOMAS DIXON

[REDACTED]

Nelson & Pope etal.
Listing of Affiliate Firms - 01/01/2016

Federal Tax Id Number	Firm Name	Description of Services
11-3551992	N&P, Engineers & Land Surveyor, PLLC	Provides Engineering & Surveying to Nelson Pope & Voorhis and Hawkins Webb & Jaeger and General Public
11-3353292	Nelson Pope & Voorhis, LLC	Provides Environmental Consulting Services to Nelson & Pope and Hawkins Webb & Jaeger and General Public
11-3237008	N&P Constructions Layout	Provides Surveying Services to Nelson & Pope exclusively
11-3332281	572 Walt Whitman Road Associates, LLC	Owns Buildings Leased by Nelson & Pope exclusively
42-1564513	Vornel Management	Provides Management Services to Hawkins Webb & Jaeger exclusively
20-0466961	HWJ Engineering & Surveying PLLC	Provides Architectural, Engineering & Surveying Services to Nelson & Pope and Nelson Pope & Voorhis and General Public
26-3957238	East Coast Geoservices LLC	Provides Drilling/Soil Sampling Services to Nelson and Pope, Nelson Pope & Voorhis, Hawkins Webb Jaeger and General Public
81-0721476	N & P Engineering LLC	Provides Architectural, Engineering & Surveying Services in the State of Connecticut
27-4404689	Haks-Nelson & Pope JV	Joint Venture for Environmental Consulting On-Call Services for Nassau County, NY
46-0604678	N&P-GdB	Joint Venture that provides Topographic Surveying Services to New York City Department of Design and Construction

Income Statement - Jan to Dec 2014

Nelson & Pope

	2014	2013
	Year-to-Date	Year-to-Date
Revenue		
Income From Professional Services		
Credits Issued		
Total Revenue		
Direct Costs		
Direct Salaries		
Outside Services		
Other Direct Costs		
Total Direct Costs		
Gross Profit		
Overhead Expenses		
Overhead Expenses		
Total Overhead Expenses		
Total Operating Expenses		
Net Profit/Loss		

**THE UNIVERSITY OF THE STATE OF NEW YORK
EDUCATION DEPARTMENT**

THIS IS TO CERTIFY THAT HAVING MET THE REQUIREMENTS OF SECTION 7210 OF THE
EDUCATION LAW AND IN ACCORDANCE THEREWITH THIS CERTIFICATE OF AUTHORIZATION
IS GRANTED WHICH ENTITLES

**N & P ENGINEERS & LAND SURVEYOR PLLC
572 WALT WHITMAN ROAD
MELVILLE, NY 11747-0000**

TO PROVIDE PROFESSIONAL ENGINEERING SERVICES IN THE STATE OF NEW YORK FOR
THE PERIOD 04/01/2013 TO 03/31/2016.

D. E. Lentivech

DOUGLAS B LENTIVECH
DEPUTY COMMISSIONER
FOR THE PROFESSIONS

CERTIFICATE NUMBER
[REDACTED]



John B. King Jr.

JOHN B KING JR
PRESIDENT OF THE UNIVERSITY
AND COMMISSIONER OF EDUCATION

THE UNIVERSITY OF THE STATE OF NEW YORK
EDUCATION DEPARTMENT

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N & P ENGINEERS & LAND SURVEYOR PLLC
572 WALT WHITMAN ROAD
MELVILLE, NY 11747-0000

TO PROVIDE LAND SURVEYING SERVICES IN THE STATE OF NEW YORK FOR THE PERIOD
07/01/2014 TO 06/30/2017.

D. E. Lentivech

DOUGLAS E LENTIVECH
DEPUTY COMMISSIONER
FOR THE PROFESSIONS

CERTIFICATE NUMBER
[REDACTED]



John B. King Jr.

JOHN B KING JR
PRESIDENT OF THE UNIVERSITY
AND COMMISSIONER OF EDUCATION

SECTION IV: EXPERIENCE/QUALIFICATIONS OF THE FIRM

Nelson & Pope (N&P) is an established multi-disciplined civil engineering and surveying partnership located in Melville, Town of Huntington, Suffolk County, New York. Our Firm has been serving municipal and private clients in Nassau and Suffolk Counties for since 1954 and has fostered an excellent working relationship with many Town, County and State agencies. The firm provides a full range of services including: highway design; waterfront engineering; land surveying; construction observation, documentation and administration assistance; site development; sanitary disposal and water supply design; traffic engineering; transportation planning; land use design and planning; and environmental engineering.

N&P possesses an experienced professional, technical and support staff with diversified expertise and direct knowledge of Long Island's land development, environment and infrastructure network. Through years of quality service to our clients, the firm has grown in both reputation and size. N&P now employs over 80 technical and support staff and includes experienced teams of dedicated professionals with diversified expertise. All of the firm's principals, as well as many of the staff, are New York State licensed Professional Engineers and/or Land Surveyors. Many of our firm's full time employees have advanced degrees in such areas as traffic engineering, transportation engineering, civil engineering, environmental sciences, construction management, and sanitary engineering.

N&P is highly qualified to provide traffic engineering and analysis; technical support; surveying; construction contract administration support; resident inspection; and administrative support necessary to successfully complete a wide range of traffic and highway projects. Engineering services provided by N&P encompass the disciplines of:

- Highway Engineering
- Traffic Engineering & Analysis
- Park Facilities & Athletic Fields
- Site Development Engineering
- Drainage Studies
- Planning & Zoning
- Landscape Architecture
- Waterfront Engineering
- Sanitary and Water Supply Engineering
- Environmental Engineering
- Stormwater Management Plans (SWPPP's)
- MEP Engineering
- Bidding and Contract Administration
- Construction Observation
- Construction Management Assistance
- Permitting
- Sustainable Development and LEED®
- Grant Research & Processing
- Sustainable Infrastructure Design
- Local, State & Federal Permitting
- Computerized Traffic Modeling

N&P also provides comprehensive land and existing condition surveying services. Technical support, computations and supervision is provided by office staff and is supported by our field personnel who use state-of-the-art field survey equipment. Surveying services progressed by N&P include the following:

- | | |
|---|-------------------------------------|
| • Boundary and Route Surveying | • Photogrammetric Control Surveying |
| • Soundings & Hydrographic Surveying | • Control Surveying |
| • Topographic Surveying | • Marina & Waterfront Surveys |
| • Preparation of Mapping & Charts | • Wetland Mapping |
| • Land Division Mapping | • Monumenting |
| • Acquisition Mapping | • Construction Layout |
| • Flood Plain & Coastal Erosion Surveying & Mapping | • As-Constructed Surveys |
| | • GIS/GPS Surveying |

N&P provides a full range of transportation engineering services to our clients including: highway design and engineering; intersection, roadway and corridor traffic studies, analysis and computer simulation; transportation planning; accident history analysis; traffic safety evaluation; warrant studies; signal and interconnection design; roundabout design and analysis; roadway signing and pavement marking design; traffic calming studies and design; construction contract administration, management services and resident inspectors; and ARRA and other funding documentation coordination.

We have provided engineering and survey services in the County of Nassau since the 1950's and have extensive experience with the County's standards, specifications, policies, general design and operational philosophies. N&P was the consultant chosen to revise the County's Traffic Engineering Specifications. The Project Manager for this project, Mr. Joseph G. Pecora, whom is very familiar with the above based upon his past experience with the County. In addition to having provided to Nassau County surveying, mapping, design and inspection services on highway and drainage improvement projects, N&P has also provided:

- | | |
|--|--|
| • Traffic signal and interconnection design involving Nassau County's Computerized Traffic Control System; | • Pavement marking design; |
| • Speed awareness studies and design; | • Signal and pavement marking installation inspection; |
| • Signal warrant analysis; | • Coordination of ARRA funding documentation; |
| • Traffic safety studies; | • In-house Technical support staff and engineering in the Traffic Section's offices; |
| • Traffic impact studies; | • Investigation and response to complaints/requests for traffic control devices and |
| • Fire preemption signal design; | • Field mark-outs services for traffic control systems. |
| • Intersection improvement studies and design; | |
| • Traffic corridor studies using SYNCHRO analysis; | |

Having worked on numerous projects for Nassau County, N&P appreciates the demands placed on the County's staff to respond to and address promptly traffic safety issues and requests for traffic studies and to develop, formulate and implement recommendations and solutions that are both practical and recognizes the competing interests.

Sub-Consultants

Traffic Databank, LLC (TDB), is a full-service traffic and transportation engineering firm incorporated in 2006 and certified as a Minority Owned and Disadvantaged Owned Business Enterprise (M/DBE). They will assist in the area of traffic data collection and acquisition. TDB has provided traffic and transportation engineering services including extensive parking and traffic data collection, analyses and studies in New York State. Data collection has included parking accumulation/demand/supply/occupancy counts, vehicle occupancy-volume counts, vehicle classification counts, turning movement counts, pedestrian counts, license plate counts, speed counts, gap counts, visual imaging, road audit and detailed field reconnaissance services to a cross section of public and private clients in New York, New Jersey, Pennsylvania and Maryland. TDB's key staff has extensive experience in parking and transportation planning to develop pragmatic solutions to ameliorate parking and traffic impacts including the using demand management and state of the art approaches such as Intelligent Transportation Systems, Road Diet and Traffic Calming.



TDB has previously worked with N&P on numerous traffic projects, many of which are within Nassau County's interior. N&P is proposing their continued involvement on future Nassau County traffic engineering projects.

B. Thayer Associates (BTA) is a multi-disciplined consulting firm founded in 1990 with locations in Woodbury and Long Island City, NY. The firm is organized into five major divisions: Architecture, Civil Engineering, Structural Engineering, Landscape Architecture, and Land Surveying and Mapping. They are a Women-Owned and Disadvantaged Owned Business Enterprise (W/DBE) certified by most agencies operating in the New York/Long Island Region. BTA's Land Surveying and Mapping Department provides services for both private and public sector clients. The firm's projects have included topographic surveys, boundary and utility surveys, right-of-way (ROW) surveys, construction support services, preparation of land acquisition documents, development of base mapping and Digital Terrain Modeling (DTM), and surveys of roadways, structures, water bodies, and facilities on a wide variety of infrastructure projects for many county, city, and state agencies. The firm's experienced survey team is equipped with the latest robotic, GPS, and 3D laser scanning technology. They are capable of providing all services necessary for the production of highly detailed, accurate surveys and adhere to strict internal quality control policies, resulting in deliverable accuracy and on-schedule project completion.



BTA's survey staff have developed a very efficient field to finish system to semi-automate drafting, providing them and clients with both time and accuracy based benefits. The inventory of high precision surveying instruments they maintain in-house help provide clients with high quality, cost effective survey data collection and accurate mapping of existing field conditions. Survey Services include:

- Right-of-Way Surveys
- Topographic Surveys
- Utility Surveys
- Green Infrastructure Surveys (ROW Bioswales)
- Construction Lay-out Surveys
- As-built Surveys
- Highway and Railroad Route Surveys
- ALTA Land/Title Surveys
- Photogrammetric Control Surveys
- Surveys for Site Plans
- 3D Laser Scanning
- Digital Terrain Modeling
- Highway and Utility Profiles

Project Experience

Following is a list of the team's representative projects which demonstrates our experience and qualifications.

NELSON & POPE

Nassau County Department of Public Works "On-Call" Traffic Engineering Services

Client Name & Contact :

*Nassau County DPW
Commissioner's Office
(516) 571-9607*

Completion Date: Ongoing
Construction Costs: N/A

N&P Project Manager:

Joseph G. Pecora, PE, PTOE

The N&P Team is currently providing traffic engineering, design and technical assistance to the Nassau County Department of Public Works Traffic Section through the On-Call Traffic Services Agreement. Services include, but are not limited to:

- Compliant and traffic control device requests investigations
- In-house technical and engineering support staff
- Construction management assistance and monitoring of construction activities
- Analysis and studies

Nassau County Department of Public Works "On-Call" Technical Service Agreements

Client Name & Contact :

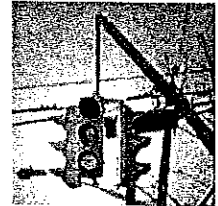
*Nassau County DPW
Commissioner's Office
(516) 571-9607*

Completion Date: Ongoing
Construction Costs: N/A

N&P Project Manager:

Joseph G. Pecora, PE, PTOE

The N&P Team has been providing additional On-Call technical services to the NCDPW. The Team has provided engineering, surveying, architectural and environmental technical services to the Highway & Civil Engineering Section, Traffic Engineering Section, Buildings & Grounds Section and the Departments of Parks & Recreation.



Nassau County Traffic Signal Computer Expansion Phase V: Middle Neck Road - Lakeville Road Area

Client Name & Contact :

*Nassau County DPW
Commissioner's Office
(516) 571-9607*

Completion Date: Bidding
Construction Costs: \$4,000,000

N&P Project Manager:

Russell Z. Scott, PE

Nelson & Pope performed analysis of existing signals and prepared the design and contract drawings for 17 signal modifications and interconnection for the expansion of the County's computerized signal system along Middle Neck Road and Lakeville Road. The project is being converted to New York State Department of Transportation standards and specifications and being prepared for bidding.

Jackson Avenue Roadway and Drainage Reconstruction, Syosset, New York

Client Name & Contact :

Nassau County DPW
Commissioner's Office
(516) 571-9607

Completion Date: 2012

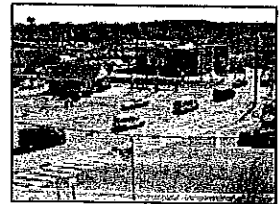
Construction Costs: \$2,800,000

N&P Project Manager:

Russell Z. Scott, PE
(Signal Design & Inspection)

N&P was retained by Nassau County Department of Public Works to provide surveying and engineering services for improvements to Jackson Avenue in Syosset. Project included the preparation of contract plans, specifications, estimates for the construction of new pavement, curbs, sidewalk and drainage. Right-of-way boundary survey and acquisition mapping services were also provided.

During the Construction Phase, Nelson & Pope is providing a resident inspector to observe and document the work by the traffic signal contractor for the County. The resident is in daily contact and files Daily Work Reports with the County's Traffic Management Section of the NCDPW.



Middle Neck Road Drainage Improvements, Great Neck Area, Nassau County, NY

Client Name & Contact :

Nassau County DPW
Commissioner's Office
(516) 571-9607

Completion Date: 2014-15

Construction Costs: \$2,800,000

N&P Project Manager:

Russell Z. Scott, PE

"Winner Project of the Year ASCE"

N&P was retained by the Nassau County Department of Public Works to conduct a study and progress preliminary and final design to address drainage deficiencies of a 0.6 mile section of Middle Neck Road in the villages of Great Neck, Great Neck Estates and Kensington. Middle Neck Road is one of the primary access routes serving this area and was experiencing severe flooding during intense rainstorms. N&P identified and developed alternatives to address the storm water quantity/quality issues. Construction plans, specifications and estimates were prepared for the approved alternative. During construction N&P provide technical assistance.

Hempstead Avenue

Client Name & Contact :

Nassau County DPW
Bill Bottenhoffer
(516) 571-9607

Completion Date:

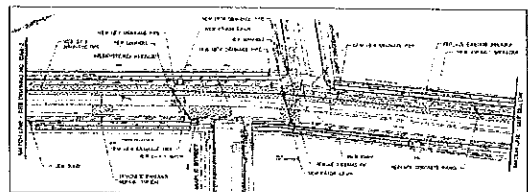
2009

Construction Costs: \$6,300,000

N&P Project Manager:

Russell Z. Scott, PE

Nelson & Pope progressed an extensive drainage and roadway improvement project involving a 1-1/2 mile section of Hempstead Avenue between Nassau Boulevard and Woodfield Road. The initial phase included a study, the preparation of a design report and preliminary design. Phase 2 involved the preparation of the base mapping showing existing conditions. Phase 3 included the preparation of contract drawings, detailed specifications, and engineer's estimate of construction costs. Phase 4 provided for construction support services.



Nassau County Traffic Signal Computer Expansion (Glen Cove Road/Long Beach Boulevard/Long Beach Area) Nassau County Dept. of Public Works

Client Name & Contact :

Nassau County DPW
Commissioner's Office
(516) 571-9607

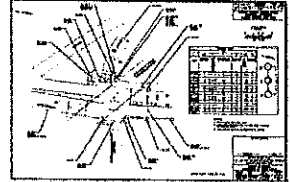
Completion Date: Completed

Construction Costs: \$5,000,000

N&P Project Manager:

Joseph Epifania, PE

Nelson & Pope performed analysis of existing signals and prepared design for signal modifications and interconnection for approximately 7 miles of integrated signal system along Glen Cove Road, South Oyster Bay Road and in the Long Beach area. A communication system design for Long Beach area included analysis of various alternative transmission methods such as a spread spectrum radio link across Reynolds Channel.



Nassau County Traffic Signal Computer Expansion Five Towns Traffic Signal Interconnection, Five Towns Area, Nassau County Dept. of Public Works

Client Name & Contact :

Nassau County DPW
Commissioner's Office
(516) 571-9607

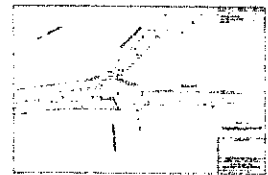
Completion Date: Completed

Construction Costs: N/A

N&P Project Manager:

Joseph Epifania, PE

Nelson & Pope designed of the extension of the Nassau County central computer controlled traffic signal system along Peninsula Boulevard, West Broadway, and Broadway. The project included signal upgrades, fiber optic communication cable and paired copper communication system.



Nassau County Traffic Computerized Traffic Signal System Expansion Phase II - Construction Phase Services

Client Name & Contact :

Nassau County DPW
Commissioner's Office
(516) 571-9607

Completion Date:

2013

Construction Costs:

\$4,500,000 (est)

N&P Project Manager:

Russell Z. Scott, PE

Nelson & Pope is provided resident inspectors on Nassau County's Phase II computerized computer traffic signal system expansion. The scope entailed observing and documenting the construction of new and the modification of existing traffic signal facilities. The residents were responsible for the daily coordination with the contractor and subcontractors, daily coordination with the Nassau County Signal management Section, the measurements and recording of quantities, the preparation of the Daily Work MURK Reports. Additionally Nelson & Pope provided a Resident Engineer to oversee the resident inspectors and to prepare the weekly and monthly reporting (using MURK format).



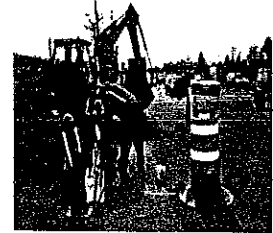
Construction Support Services for New York State Department of Transportation

Client Name & Contact :
New York State Department of
Transportation
Shaik Saad, PE (631) 952.6632

Completion Date: Ongoing
Construction Costs: N/A

N&P Project Manager:
Russell Z. Scott, PE

Nelson & Pope provides construction phase services necessary for highway, intersection and traffic signal improvements to NYSDOT roadways in conjunction with highway improvements and the development of properties adjacent to these roadways. On these projects Nelson & Pope construction staff were fully authorized to act as the State's construction representative.



Hempstead Avenue Reconstruction

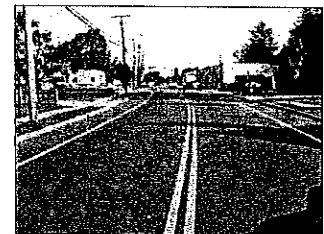
Client Name & Contact :
Nassau County DPW
Commissioner's Office
(516) 571-9607

Completion Date: 2011

Construction Costs: \$4,000,000

N&P Project Manager:
Russell Z. Scott, PE

Nelson & Pope provided Nassau County Department of Public Works with a full-time Resident Engineer and inspection staff who were responsible for ensuring that the contract work was completed in accordance with the contract documents and county standards. The project included extensive utility relocations, reconstruction of four separate storm drainage systems, concrete curb & sidewalk installation, asphalt pavement construction, traffic signal interconnect duct & new pavement markings.



Nassau County Traffic Signal Installation, Nassau County Department of Public Works

Client Name & Contact :
Nassau County DPW
Commissioner's Office
(516) 571-9607

Completion Date: Ongoing

Construction Costs: N/A

N&P Project Manager:
Joseph Pecora, PE, PTOE

Nelson & Pope has been retained by the Nassau County Department of Public Works to provide construction observation services for traffic signal installation on Nassau County roadways in conjunction with our Traffic Engineering "On-Call" Agreement. N&P's construction inspection staff are fully authorized to act as the County's representative in the field.



Pavement Marking Improvements, Various Locations, Nassau County, NY

Client Name & Contact :
Nassau County DPW
Commissioner's Office
(516) 571-9607

Completion Date: 2012

Construction Costs: N/A

N&P Project Manager:
Joseph Pecora, PE, PTOE

N&P provided Nassau County Department of Public Works with construction observation and support services for these federal aid (ARRA Funding) projects. The Pavement Marking Improvement projects were three separate federal aid projects that included the removal and reinstallation of pavement markings (ex. long lines, stop bars, crosswalks, arrows) on roads throughout the County in conjunction with the Nassau County roadway



resurfacing program. The Inspectors were responsible for the daily coordination with the contractor and the Nassau County Traffic Engineering Division, measurements, recording of quantities, the preparation of the daily MURK reports and supervision of the County's contractor for compliance with the plans, specifications and NCDPW/NYSDOT standards. A Resident Engineer was assigned to the job to oversee the inspectors and to ensure contract compliance and quality assurance for all ARRA, FHWA and NYSDOT procedural and documentation requirements.

On Call Grant Assistance—Nassau County Department of Public Works

Client Name & Contact :
Nassau County DPW
Commissioner's Office
(516) 571-9607

Completion Date: 2014

Construction Costs: N/A

N&P Project Manager:
Robert G. Nelson, Jr., PE

Nelson & Pope provided the Nassau County Department of Public Works with assistance in searching for and obtaining new funding sources for several of the County's priorities that included:

- Environmental Funding: green initiatives, sustainable technologies and water/wastewater
- Natural Resources: open space preservation and
- Park Improvements

Nelson & Popes grants specialists help search, locate and keep the County abreast of new funding opportunities. Funding sources that were examined during the course of the contract were:

- MAP-21 Transportation Alternatives Program
- New York State Environmental Protection Funding through the New York State Office of Parks, Recreation and Historic Preservation
- New York State Environmental Facilities Corporation - Green Innovation Grant Program
- Clean Water State Revolving Fund thru the New York State Environmental Facilities Corporation
- Economic Development Administration (USEDA) - Comprehensive Economic Development Strategies

Suffolk County Red Light Violation Camera System, Suffolk County, NY

Client Name & Contact :
Xerox State and Local Solutions, Inc.
(516) 571-9607

Completion Date: Ongoing

Construction Costs: N/A

N&P Project Manager:
Russell Z. Scott, PE

Suffolk County approved legislation seeking the use of red light cameras at signalized intersections, and the Governor of the State of New York signed into law a bill authorizing a program for the installation of these systems at an initial fifty intersections in Suffolk County. The program has since added 50 intersections for a total of 216 cameras. Nelson & Pope, in conjunction with Xerox, State and Local Solutions, Inc., is involved in the planning, design, bidding, construction project management and implementation of this program to record red light violations at traffic signals within Suffolk County. The goal of this program is to reduce the number of violations and red light violation related accidents at signalized intersections in the County.



Roundabout Design

Client Name & Contact :

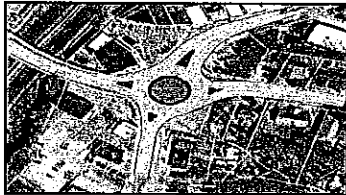
Town of Brookhaven
Dan Losquadro,
Superintendent of Highways
(631) 451-9200

Completion Date: Ongoing

Construction Costs: N/A

N&P Project Manager:

Russell Z. Scott, PE



Nelson & Pope was retained by the Town of Brookhaven to analyze and develop modern roundabout designs for two STOP controlled intersections on Lower Sheep Pasture Road in Setauket. Also included will be the construction administration support and the field engineering technical services for the construction of these roundabouts. Nelson & Pope has been retained by the Town of Brookhaven to design improvements for the intersection of Hawkins Avenue and Smith Road in Ronkonkoma. The project will be funded in part by a grant under New York State's Local Safe Streets and Traffic Calming (LSSTC) Program. The project entails improving safety and providing traffic calming by replacing the existing five-leg, signal controlled intersection of Hawkins Avenue with Smith Road and Gatelot Avenue with a modern roundabout. N&P is currently being retained by the Suffolk County Dept. of Public Works for intersection improvements at CR 51 @ CR 94 and CR 63 @ CR 104 & NYS 24. The project entails reconfiguring the existing traffic circle into a modern roundabout along with other traffic related improvements to improve efficiency, mobility and vehicular safety.

Broadway Traffic Calming, Massapequa, NY

Client Name & Contact :

Town of Oyster Bay Department
of Public Works
(516) 677-5722

Completion Date: 2010

Construction Costs: \$500,000

N&P Project Manager:

Russell Z. Scott, PE

Nelson & Pope performed a vehicular and pedestrian safety study of 3.23-mile corridor extending from Hicksville Road in Massapequa to Boundary Avenue in North Massapequa. Study included problem identification, traffic volume and movement data collection, extensive field inventory, signal operation data collection and an overall operations analysis. We developed and evaluated both short and long-term measures to increase safety for motorists, bicyclists, and pedestrians as part of the NYSDOT Local Safe Streets Traffic Calming program. Recommendations were presented to the community at a public information meeting.



Village of Southampton Parking Study

Client Name & Contact :

Village of Southampton
(516) 571-9607

Completion Date: 2010

Construction Costs: N/A

N&P Project Manager:

Osman Barrie, P.E., P.T.P., P.T.O.E

Nelson & Pope was retained by the Village of Southampton to perform a parking study of the primary lots and on-street parking areas in the downtown area of the Village of Southampton. The study identified the peak parking periods and associated peak occupancy by location, calculate the average parking duration and turnover by location and provided recommendations to improve parking efficiency within the Village.



Hospital Road Corridor Study, Patchogue, NY

Client Name & Contact :
Town of Brookhaven Division
of Traffic Safety
(631) 451-6480

Completion Date: 2010

Construction Costs: N/A

N&P Project Manager:
Joseph Pecora, PE, PTOE

Nelson & Pope provided an extensive evaluation and developed innovative yet feasible alternatives to improve capacity and the operation of this heavily congested corridor. Project components included field inventory and data summary; public transit and pedestrian/bicycle assessment; traffic forecasting; analysis of future planned land development projects and roadway improvements; development of improvement alternatives; cost estimates and final Highway Corridor Study Report.



Hauppauge Industrial Park Transportation Planning Study, Hauppauge, NY

Client Name & Contact :
Suffolk County Department of
Public Works
(631) 852-4010

Completion Date: 2010

Construction Costs: N/A

N&P Project Manager:
Joseph Pecora, PE, PTOE

Nelson & Pope, in association with Eng-Wong, Taub & Associates, recently completed a transportation planning study for the Hauppauge Industrial Park in the Town of Smithtown. The study consisted of an extensive analysis of thirty-nine (39) intersections within the industrial park as well as the adjacent arterials to identify existing and future deficiencies and develop short and long-range, realistically executable plans to improve the current physical and/or traffic operational deficiencies in the project area.



Resurfacing Various County Roads – (PIN 0760.10 & 0760.13, 0760.36), Nassau County

Client Name & Contact :
Nassau County DPW
Commissioner's Office
Donna Boyle
(516) 571-9607

Completion Date: Completed

Construction Costs: \$18,000,000

N&P Project Manager:
Russell Z. Scott, PE

N&P was retained by the Nassau County Department of Public Works to provide design services on two Federally Funded Nassau County resurfacing projects requiring conformance to the NYSDOT and PLAFAPM plan and specification requirements. These projects involved the preparation of the Design Report, mapping and construction documents utilizing NYSDOT items for the rehabilitation of approximately 90,000 linear feet of Nassau County roadways. Proposed improvements included repairing damaged drainage structures, identifying area of full depth pavement repair and determining the limits of the milling and resurfacing.

Rehabilitation of Grand Avenue

Client Name & Contact :
Nassau County DPW
Commissioner's Office
Donna Boyle
(516) 571-9607

Completion Date: 2014

Construction Costs: \$2,500,000

N&P Project Manager:
Russell Z. Scott, PE

N&P was retained by the Nassau County Department of Public Works to provide design services on this roadway rehabilitation project. N&P provided technical services for the design of approximately 2,900± LF of Grand Avenue in the Baldwin area. Proposed improvements included repairing damaged drainage structures, removal of existing trees, replacement of curb and sidewalk and identifying area of full depth pavement repairs and determining the limits of the milling, resurfacing, pavement marking and signing.

Rehabilitation of South Oyster Bay Road – Phases 1 & 2 (Mission 38)

Client Name & Contact :

Nassau County DPW
Commissioner's Office
Donna Boyle
(516) 571-9607

Completion Date:

In Construction

Construction Costs: \$5,000,000

N&P Project Manager:

Russell Z. Scott, PE

N&P was retained by the Nassau County Department of Public Works to provide design services on this roadway rehabilitation project. N&P provided technical services for the design of approximately 10,500± LF of South Oyster Bay Road in the Hicksville/Plainview area. Proposed improvements included repairing damaged drainage structures, removal of existing trees, replacement of curb and sidewalk and identifying area of full depth pavement repairs and determining the limits of the milling, resurfacing, pavement marking and signing.

Downtown Overlay Zones & Map Amendments, Inc. Village of Hempstead

Client Name & Contact :

Renaissance Downtowns, LLC
Sean McLean
(516) 433-9000

Completion Date: 2013

Construction Costs: N/A

N&P Project Manager:

Joseph Pecora, PE, PTOE

Nelson & Pope's Environmental Affiliate, NP&V worked with Renaissance Downtowns, the Village's Master Developer, and the Village of Hempstead to prepare a Supplemental Generic Environmental Impact Statement (GEIS) for the proposed adoption of Downtown Overlay Zones and Zoning Map amendments for a 279 acre area of downtown Village of Hempstead. The development scenario evaluated included over five million square feet of mixed use residential, commercial and institutional uses within a 0.5 mile radius of the Hempstead train station. Key issues evaluated include traffic, system wide sewer and water infrastructure improvements, historic resources, community character, shadows, construction phasing, parking, air and noise. Nelson & Pope completed the Traffic Impact Study for the downtown area, including 40 area intersections, an assessment of trip generation accounting for the transient oriented design of the project and shared parking. The project was completed under an expedited timeframe and complimented by the Nassau County Planning Commission for the manner in which the SEQRA process was completed, and in particular, the analysis methodologies used.



In addition to the previous listing of Nassau County projects, N&P has been providing similar services to other municipal agencies and private developers. The following is a listing of similar projects performed for other clients:

Client: Suffolk County Department of Public Works

Contact :
William Hillman, PE,
Chief Engineer
(631) 852-4010

- Wicks Road (CR 7) – Roadway Widening and Reconstruction
- Hauppauge Industrial Park - Transportation Planning Study
- Roundabout Design – CR 61 and CR 94
- MUTCD Compliance

Client: Affiliated Computer Services

Contact :
James Lazarski
(484) 889-1755

- Red Light Camera Violation System, Countywide, Suffolk County

Client: Town of Oyster Bay Department of Public Works

Contact :
Matthew Russo, PE, Chief Engineer
(516) 677-5722

- Broadway Traffic Calming & Speed Awareness Device Design
- Syosset Streetscape and Walkability Design

Client: Town of Hempstead Department of General Services

Contact :
Gary Awe, Traffic Control Division
(516) 378-2260

- “On-Call” Traffic Engineering Services

Client: Town of Brookhaven, Division of Traffic Safety

Contact :
Jon Sullivan
(631) 451-6261

- Neighborhood Traffic Safety Study
- Streetlighting
- Energy Efficient Street Lighting Study
- Traffic Signal Design/Pavement Marking Design
- Roundabout Design (5 Corners/Lower Sheep Pasture Road)

Client: City of Glen Cove

Contact :
James Byrnes, PE, Director
(516) 667-4402

- Consultants to City Planning Board for Traffic and Site Development
- On-Call Engineering Analysis and Design Services

The scope of services for this project will utilize N&P staff members from various Divisions within the Firm, including Highway Engineering, Traffic Engineering and Survey. The individual Task Leaders responsible for each of the specific areas are detailed on the following Project Organizational Chart. The Managing Partner, Supervising Partner, Project Manager and Task Leaders will be responsible for coordination and selection of the project staff, as well as the need for sub-consultant assistance for specialized services as may be required. In this way, the expertise of individual staff members throughout the firm will be incorporated into the project.

The quality control system that N&P will employ to oversee the preparation of deliverables to the County of Nassau will be administered by Managing Partner **Joseph R. Epifania**. Quality assurance and quality control, the two interdependent elements of a quality system, will focus on “the process” as well as “the product” and the daily execution and review of work. Mr. Epifania’s extensive experience and familiarity with Nassau County’s requirements will be invaluable in ensuring that the Project Team progresses their efforts towards achieving the County’s goals and objectives for this contract.

Robert G. Nelson, Jr., PE, of N&P, will serve as Supervising Partner for the On-Call Agreement. Mr. Nelson has been involved in the preparation of contract documents for numerous municipal and private developments. He will be responsible for the selection of the N&P staff and project team firms for the project and be responsible for the work schedule on the project along with the coordination with and the assigning of project tasks to the project team member firms. He will also serve as the Technical Advisor for all surveying and civil related design.

Joseph G. Pecora, PE, PTOE, will serve as Project Manager for the project. Mr. Pecora has over 41 years’ experience in transportation engineering and planning in the public and private sector. He was a past Director of Nassau County’s Traffic Unit and former Commissioner of the Department of Public Works and therefore has an extensive understanding of the needs and requirements of the services to be offered under this “On-Call” contract. During his tenure, Mr. Pecora was responsible for the County’s Centralized Computer Traffic System. He regularly represents clients before municipal agencies and boards on issues regarding traffic engineering. Mr. Pecora holds one of thirty-seven seats nationwide serving on the voting council of the National Committee on Uniform Traffic Control Devices and has helped write the MUTCD for the past twenty years.

The staffing for the individual projects and services performed under this contract will be assigned based upon the specific project requirements. The proposed Key Project Staff are illustrated on the Project Organizational Chart. **Russell Z. Scott, PE** will serve as **Task Leader** for projects involving the preparation of preliminary and final design and contract documents. Projects typically under Mr. Scott’s responsibility include signal and interconnection design; roadway signing and pavement marking design; speed awareness and emergency pre-emption device design; roadway and intersection geometric design; and design of traffic calming devices. Depending on staff scheduling and workload, Mr. Scott may be assisted in the Task Leader role by Mr. Russell Murphy, PE. Mr. Murphy is a Project manager in the Highway Design Division of N&P and would assist as necessary in the areas of roadway and intersection geometric design, pavement and signing design and design of traffic calming devices.

Osman Barrie, PE, PTOE will be the **Task Leader** for Traffic Engineering reports and analysis. Projects typically under Mr. Barrie’s responsibility include data collection and acquisition (assisted by

Traffic Databank), traffic analysis and reports, warrant analysis, computerized traffic analysis and simulation, and general traffic reports.

With the assistance of the Project Manager and Supervising Partner, the Task Leaders will select the individual project technical and supporting staff based on the unique requirements and services required. Staffing from the Survey Department will be drawn on as necessary to provide the necessary survey requirements. The Survey Department is headed by **Gregory Peterman, PLS**, a Partner with N&P, and the Survey Task Leader will be James Fontana, LS. The services of Traffic Databank (data collection and acquisition) and B, Thayer Associates (survey and mapping) will be utilized as needed.

Mr. Pecora will function as the Task Leader for those projects that require providing, engineering, technical and drafting support to the County's Traffic Unit's staff. This includes providing in-house support staff at the County facilities.

Mr. Scott will also serve as Task Leader for all inspection and construction management support projects. This included signal and pavement marking inspection and coordination.

The N&P Team have the knowledge, expertise and resources necessary to provide the services that may be required by the County. The Team's assets can be drawn upon by the Supervising Partner and Project Manager to accomplish the work in a timely manner while responding to the unique individual project needs. The individual Task Managers and supporting staff will be assigned based on the particular type and requirements of the proposed improvements as well as availability. The selection of the individual team supporting staff of engineers, surveyors and technicians will be selected by the Supervising Partner, Project Manager and the individual Task Leader following a review of the specific project requirements.

N&P is prepared to provide the necessary staffing and technical expertise necessary to meet the County's needs to facilitate their Staff's responses and implementation of the County's traffic safety and control network.

Resumes of key personnel are provided at the end of this section and additional resumes can be provided upon request.

Firms Hiring Practices

Criminal Background Checks & Drug Screening

N&P's is an Equal Employment Opportunity (EEO) and does not discriminate under the law, regardless of race, age, color, creed, religion, national origin, citizenship, ancestry, marital status, gender/sex, sexual orientation, veteran/military status, domestic violence victim status, criminal history, genetic predisposition, atypical hereditary cellular blood trait, disability, or other basis prohibited by federal, state or local law.

We are committed to a policy to provide equitable and fair treatment of all employees in all aspects of the employment relationship. As stated in our Employee Handbook, the following is our policy regarding Criminal Background Checks & Drug Screening:

- 1) "Drug and alcohol testing will be carried out in compliance with any applicable laws and regulations and, as relevant, the requirements of any client contracts. Unless otherwise restricted, N&P reserves the right to conduct drug and alcohol testing at any time in its sole and absolute discretion."
- 2) "Every new employee is required - within three days of the date employment begins - to complete the Employment Eligibility Verification Form I-9 specified by the Federal government and present to a designated individual within the Company original documents acceptable under IRCA to establish identity and authorization to work in the United States."

In addition, prospective employees are required to submit resumes containing current and past employment experience, detailing their roles and responsibilities as well as references for N&P to review and confirm.

SF330 Forms

A completed SF330 is provided at the end of this section following the resumes.

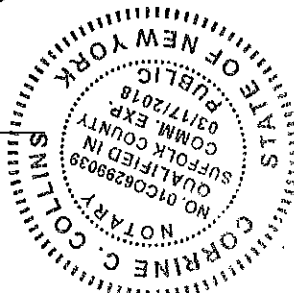
CERTIFICATION

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/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Robert G. Nelson, Jr., 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 County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; 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 questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 13 day of January 2014

Corrine C. Collins
Notary Public



Name of submitting business: N&P Engineers & Land Surveyor, PLLC

By: Robert G. Nelson, Jr., PE

Print name

Robert G. Nelson, Jr.
Signature

Partner

Title

1 / 13 / 2013
Date

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

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

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

Name and Title of Authorized Representative

Robert G. Nelson, Jr. PE, Partner

midly
01/13/14

Signature

Robert G. Nelson, Jr.

Date

NIP Engineers & Land Surveyors, PLLC

Name of Organization

572 Walt Whitman Rd, Melville, NY 11747

Address of Organization

APPENDIX H
PRINCIPAL QUESTIONNAIRE
FORM

All questions on these questionnaires must be answered and the 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.

A. Errors, Omissions and Changes:

If during the performance of the contract issued pursuant to this RFP, either of the following occurs, the selected proposer shall promptly give notice in writing of the situation to the County, and therefore cooperate with the County's review and investigation of such information.

- a. Selected proposer has reason to believe that any representation or answer to any question contained in this Questionnaire was not accurate or complete at the time this Questionnaire was signed; or
- b. Events occur or circumstances change so that an answer to any question in Appendix H is no longer accurate or complete.

In the County's sole discretion, the following shall constitute grounds for the County to take remedial action up to and including immediate termination of the contract issued pursuant to this RFP for convenience without payment for profit and overhead for work not performed if:

i) Proposer fails to notify the County as required by this provision: ii) Proposer fails to cooperate with the County's request for additional information as required by this article.

B. Inquiries:

The County reserves the right to inquire further with respect to Proposer's responses; and Proposer consents to such further inquiry and agrees to furnish all relevant documents and information as requested by the County. Any response to this document prior or subsequent to Proposer's Proposal which is or may be construed as unfavorable to Proposer will not necessarily automatically result in a negative finding on the question of Proposer's responsibility or a decision to terminate the contract issued pursuant to this RFP if it is awarded to Proposer.

**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 G. Nelson, Jr., PE
- Business address* 572 Walt Whitman Road
- City/state/zip Melville, NY 11747
- Telephone* (631) 427-5665
- Other present address(es) _____

Instructions for Certification

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

City/state/zip _____

Telephone _____

List of other addresses and telephone numbers attached

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

_____/_____/_____ Treasurer ____/____/____

Chairman of Board ____/____/____ Shareholder ____/____/____ Chief

Exec. Officer ____/____/____ Secretary ____/____/____ Chief

Financial Officer ____/____/____ Partner 06 ____/27/89

Vice President ____/____/____ ____/____/____

(Other)

- 3) Do you have an equity interest in the business submitting the questionnaire?
NO ____ YES X 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? NO X YES ____
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? NO X YES ____;
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? NO X YES ____
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? NO ____ X YES ____ If Yes, provide details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contract cancelled for cause? NO X YES ____ If Yes, provide details for each such instance.
-

- 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?
NO X YES ; If yes, provide details for each such instance.
- 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?
NO X 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? 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.)
- a) Is there any felony charge pending against you? NO X YES
If Yes, provide details for each such charge.
- b) Is there any misdemeanor charge pending against you? NO X YES
If Yes, provide details for each such charge.
- c) Is there any administrative charge pending against you? NO X 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 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? NO X 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 X 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 X YES ; If Yes, provide details for each such occurrence.
- 9) 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? NO X YES ; If Yes, provide details for each such investigation.
- 10) 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?

NO X YES _____; If Yes; provide details for each such investigation.

- 11) 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?

NO X YES _____; If Yes, provide details for each instance.

- 12) 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?

NO X YES _____ If Yes, provide details for each year.

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.

I, Robert G. Nelson, Jr., 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 County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; 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 questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 13 day of January 2016

Corrine C. Collins

Notary Public



N&P Engineers & Land Surveyor, PLLC

Name of submitting business

Robert G. Nelson, Jr. PE

Print name

Robert G. Nelson, Jr.

Signature

Partner

Title

01 / 13 / 2016

Date

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 G. Nelson, Jr. PE (Name)

572 Walt Whitman Road, Melville, NY 11747 (Address)

(631) 427-5665 (Telephone Number)

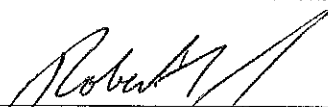
2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a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

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

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

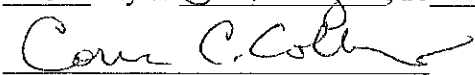
I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

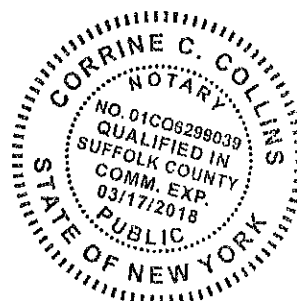
01-13-2016
Dated


Signature of Chief Executive Officer

Robert G. Nelson, Jr. PE
Name of Chief Executive Officer

Sworn to before me this

13 day of January, 2016.

Notary Public



Contract ID#: T62500-01DL



Department: Public Works

CFPW16000004

R53

CF (Capital)E-44-16 **CF****Contract Details**

SERVICE "On-Call" Traffic Engineering

NIFS ID #: CFW16000004 NIFS Entry Date: 1/20/16 Term: from execution to 2 years

New X Renewal	<input type="checkbox"/>
Amendment	<input type="checkbox"/>
Time Extension	<input type="checkbox"/>
Addl. Funds	<input type="checkbox"/>
Blanket Resolution	<input type="checkbox"/>
RES#	

1) Mandated Program:	Yes <input type="checkbox"/>	No X
2) Comptroller Approval Form Attached:	Yes X	No <input type="checkbox"/>
3) CSEA Agmt. § 32 Compliance Attached:	Yes X	No <input type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes X	No <input type="checkbox"/>
5) Insurance Required	Yes X	No <input type="checkbox"/>

Agency Information

Vendor	
Name Liro Engineers, Inc.	Vendor ID# 13-1974950
Address 3 Aerial Way Syosset, NY 11791	Contact Person Michael Rennard, P.E.
	Phone 516-938-5476

County Department
Department Contact Aryeh Lemberger
Address 1194 Prospect Ave., Westbury, NY
Phone 516-571-9332

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)	<input type="checkbox"/> <input type="checkbox"/>	<u>1/14/16</u> <i>[Signature]</i>	
	DPW (Capital Only)	CF Capital Fund Approval	<input type="checkbox"/>	<u>1/21/16</u> <i>[Signature]</i>	
	OMB	NIFS Approval	<input type="checkbox"/>	<u>1/22/16</u> <i>[Signature]</i>	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if Blanket Res
<u>1/22/16</u>	County Attorney	CA RE & Insurance Verification	<input checked="" type="checkbox"/>	<u>1/25/16</u> <i>[Signature]</i>	
<u>1/25/16</u>	County Attorney	CA Approval as to form	<input checked="" type="checkbox"/>	<u>1/25/16</u> <i>[Signature]</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA	<input type="checkbox"/>	<u>1/25/16</u> <i>Concetta A. Petrucci</i>	
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>		<input type="checkbox"/>		
	County Attorney	NIFS Approval	<input type="checkbox"/>		
	Comptroller	NIFS Approval	<input type="checkbox"/>		
<u>1/25/16</u>	County Executive	Notarization Filed with Clerk of the Leg.	<input type="checkbox"/> <input type="checkbox"/>	<u>1/25/16</u> <i>[Signature]</i>	



Contract Summary

Description: Provide "On-Call" Traffic Engineering Services to Dpw's Traffic Engineering Unit
Purpose: The purpose of this agreement is to make available to the Department engineering and inspection resources needed to complete specialized traffic projects with specific time constraints.
Method of Procurement: A formal Request For Proposals (RFP) process was conducted to prepare the services.
Procurement History: An RFP was released on September 23, 2015 and was advertised in Newsday and on the County website. In reply to the RFP we received proposals from fourteen firms. A team of five engineers, conducted the selection process and established a technical ranking based on the proposals.
Description of General Provisions: The selected Firms will provide traffic engineering services on an "on-call" basis. Specific work requests will be conveyed to each selected firm, who will then provide a scope of work to provide the services requested. A specific scope of work will be provided for each proposed item of work. A specific cost proposal will be developed for each item. The Firms will be reimbursed for direct labor costs based on approved wage rates and agreed upon multiplier. The maximum dollar ceiling is Six Hundred Thousand Dollars (\$600,000.00).
Impact on Funding / Price Analysis: Funding for this Agreement will come from various appropriate capital projects and/or the Department's operating budget. The funding source will depend on the proposed scope of services.
Change in Contract from Prior Procurement: N/A
Recommendation: (approve as submitted) Given the overall benefit of this project and the positive impact on public safety, it is recommended that this Agreement be approved as submitted.

Advisement Information

BUDGET CODES	
Fund:	CAP
Control:	62
Resp:	500
Object:	00002
Transaction:	CF


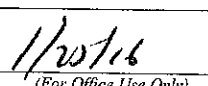
FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$.01
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$.01

LINE	INDEX/OBJECT CODE	AMOUNT
1	PWCAPCAP/62500/00002	\$.01
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$.01

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: _____

Date: _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name 
Name	Name	Date 
Date	Date	(For Office Use Only)
		E #:



Nassau County Interim Finance Authority

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

1. Vendor: Liro Engineers, Inc.

2. Dollar amount requiring NIFA approval: \$ 600,000.00

Amount to be encumbered: \$.01

This is a ☒ New Contract ☐ Advisement ☐ 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: 2 years

Has work or services on this contract commenced? ☐ Yes ☒ No

If yes, please explain: _____

4. Funding Source:

☐ General Fund (GEN) ☐ Grant Fund (GRT) Federal % _____
☒ Capital Improvement Fund (CAP) State % _____
☐ Other County % _____

Is the cash available for the full amount of the contract? ☐ Yes ☒ No

If not, will it require a future borrowing? ☐ Yes ☐ No

Has the County Legislature approved the borrowing? ☒ Yes ☐ No ☐ N/A

Has NIFA approved the borrowing for this contract? ☒ Yes ☐ No ☐ N/A

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

The selected Firms will provide traffic engineering services on an "on-call" basis. Specific work requests will be conveyed to each selected firm, who will then provide a scope of work to provide the services requested. A specific scope of work will be provided for each proposed item of work. A specific cost proposal will be developed for each item. The Firms will be reimbursed for direct labor costs based on approved wage rates and agreed upon multiplier. The maximum dollar ceiling is Six Hundred Thousand Dollars (\$600,000.00).

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

Nassau County Attorney as to form ☐ Yes ☐ No ☐ N/A
Nassau County Committee and/or Legislature ☐ Yes ☐ No ☐ N/A

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:

See Attached

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.

Signature Roseann Miller Title _____ Date 1/25/16

Print Name

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

Signature	Title	Date
-----------	-------	------

Print Name _____

NIFA

Amount being approved by NIFA: _____

Signature	Title	Date
-----------	-------	------

Print Name _____

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.

PRJCT	PRJCT DE FUND	DOC NO	DOC SFX	CST	GRP	CURR AMT	PAID AMT	BALANCE	RETAINAGE	CONTRACT \$	VNDR SFX	VNDR NME
61039	0 CAP	COPW04000015	1		3	\$ 100,000.00	\$ 100,000.00	\$ -	-	20040910	1	LIRO ENGINEERS INC
90230	BIM CAP	CFPW08000015	2		3	\$ 1,207,000.00	\$ 1,140,129.23	\$ 66,870.77	\$ -	20081224	1	LIRO ARCHITECTS & PLANNERS, P.C.
90230	BIM CAP	CFPW08000015	1		3	\$ 1,825,640.01	\$ 679,118.27	\$ 1,146,521.74	\$ -	20060629	1	LIRO ARCHITECTS & PLANNERS, P.C.
90406	SAN001 CAP	CFPW15000011	1		2	\$ 0.01	\$ -	\$ 0.01	\$ -	20150728	1	LIRO ARCHITECTS & PLANNERS, P.C.
97004	0 CAP	COPW01000015	1		2	\$ 10,000.00	\$ 10,000.00	\$ -	-	20011018	1	LIRO ENGINEERS INC

LINK TO:

ACTIVE

BALANCE (Y,M,Q,A) : A

FUNDING PERIOD :

CURRENCY CODE :

FISCAL MO/YEAR : 01 2016 JAN 2016

PROJECT END DATE:

PROJECT : 62500 TRAFFIC STUDIES

PROJECT DETAIL :

CHARACTER :

OBJECT : X

FUND TYPE :

FUND :

SUBFUND :

S	OBJECT	DESCRIPTION	BUDGET	ACTUAL	ENCUMBERED	BALANCE
	OA	CAPITAL PROCEEDS	2,250,000	2,250,000		
		REVENUE TOTAL	2,250,000	2,250,000		
	OO	CAPITAL PROJECTS	2,250,000	1,575,322	204,224	470,454
	AA	SALARIES, WAGES &		267,651		-267,651
	AB	FRINGE BENEFITS		122,395		-122,395
	HF	INTER-DEPARTMENTAL		63,073		-63,073
	HH	INTERFD CHGS - INT		13,526		-13,526

F1-HELP

F2-SELECT

F4-PRIOR

F5-NEXT

F7-PRIOR PG F8-NEXT PG F9-LINK

G010 - PRIOR PAGE DISPLAYED

LINK TO:

ACTIVE

BALANCE (Y,M,Q,A) : A FUNDING PERIOD : CURRENCY CODE :
FISCAL MO/YEAR : 01 2016 JAN 2016 PROJECT END DATE:
PROJECT : 62500 TRAFFIC STUDIES
PROJECT DETAIL :
CHARACTER :
OBJECT : X
FUND TYPE :
FUND :
SUBFUND :

S	OBJECT DESCRIPTION	BUDGET	ACTUAL	ENCUMBERED	BALANCE
	EXPENDITURE TOTAL	2,250,000	2,041,966	204,224	3,809
	REVENUE LESS EXPE		208,033	-204,224	3,809

F1-HELP F2-SELECT
F7-PRIOR PG F8-NEXT PG F9-LINK
G012 - NEXT PAGE DISPLAYED

F4-PRIOR F5-NEXT

LINK TO:

VENDOR DETAIL

11:43 AM

ACTIVE

FISCAL MO/YEAR : 13 2015 ADADJ2015

BALANCE TYPE : 01 ENCUMBRANC

VENDOR : 131974950

LIRO ENGINEERS INC

S	POST DATE	T/C	DOCUMENT	INDEX	SUBOBJ	BANK	CHECK NO	PERIOD	AMOUNT
	DUE DATE		DESCRIPTION						
	01/14/2016	136P	VGPW15001700	01	PWCAPCAP	00003		13 2015	
	01/14/2016	*H670008DL-EST 1*							-68,576.20
	01/14/2016	136P	VGPW15001701	01	PWCAPCAP	00002		13 2015	
	01/14/2016	*H680008DL-EST 4*							-410.00
	01/14/2016	136P	VGPW15001706	01	PWCAPCAP	00003		13 2015	
	01/14/2016	*H670008DL-EST 6-LINE4*							-49,219.93
	01/15/2016	107	CAPW15000171	01	PWCAPCAP	00003	670008DL	13 2015	
			CM RESURFACING VARIOUS COUNTY ROADS						310,109.00
	01/15/2016	136P	VGPW15001181	01	PWCAPCAP	00002		13 2015	
	01/07/2016	*S8106011M-EST 8*							-207,426.06
	01/15/2016	136	VGPW15001181	02	PWCAPCAP	00002		13 2015	
	01/07/2016	#S8106011M-EST 8#	RETAINAGE						-5,494.20

F1-HELP

F2-SELECT

F7-PRIOR PG

F8-NEXT PG

F9-LINK

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LINK TO:

VENDOR DETAIL

11:43 AM

ACTIVE

FISCAL MO/YEAR : 07 2015 JULY 2015

BALANCE TYPE : 01 ENCUMBRANC

VENDOR : 131974950

LIRO ENGINEERS INC

S	POST DATE	T/C	DOCUMENT	INDEX	SUBOBJ	BANK	CHECK NO	PERIOD
	DUE DATE		DESCRIPTION					AMOUNT
	07/07/2015	109	CLPW15000011	01	PWCAPCAP	00003		07 2015
			AMEND 3-ON CALL TRAFFIC ENGINEERING		SVCES		100,000.00	
	07/16/2015	136P	VGPW15000853	01	PWCAPCAP	00003		07 2015
	06/23/2015	*H670008CL-19*	EST 11				-18,690.75	
	07/21/2015	136P	VGPW15000855	01	PWCAPCAP	00003		07 2015
	06/23/2015	*3-LINE 4*	EST 3				-57,093.75	

F1-HELP

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F9-LINK

GO14 - RECORD FOUND

LINK TO:

VENDOR DETAIL

11:43 AM

ACTIVE

FISCAL MO/YEAR : 05 2015 MAY 2015 BALANCE TYPE : 01 ENCUMBRANC

VENDOR : 131974950 LIRO ENGINEERS INC

S	POST DATE	T/C	DOCUMENT	INDEX	SUBOBJ	BANK	CHECK NO	PERIOD
	DUE DATE		DESCRIPTION					AMOUNT
	05/08/2015	109	CAPW15000070	01	PWCAPCAP	00002	6100107C	05 2015
			ON-CALL CIVIL/SITE DESIGN-BID DOCS		RESURF. PH.44			68,500.00
	05/19/2015	136P	VGPW15000256	01	PWCAPCAP	00002		05 2015
	04/27/2015	*81060	-EST 4*					-140,272.01
	05/27/2015	109	CAPW15000086	01	PWCAPCAP	00003	670008DL	05 2015
			CM SERVICES FOR TRAFFIC ENGINEERING					100,000.00

F1-HELP

F2-SELECT

F7-PRIOR PG

F8-NEXT PG

F9-LINK

G014 - RECORD FOUND

FAML6161 V4.2

NIFS PRODUCTION SYSTEM

01/22/2016

LINK TO:

VENDOR DETAIL

11:43 AM

ACTIVE

FISCAL MO/YEAR : 03 2015 MAR 2015 BALANCE TYPE : 01 ENCUMBRANC

VENDOR : 131974950 LIRO ENGINEERS INC

S	POST DATE	T/C	DOCUMENT	INDEX	SUBOBJ	BANK	CHECK NO	PERIOD
	DUE DATE		DESCRIPTION					AMOUNT
	03/18/2015	109	CLPW15000008	01	PWCAPCAP	00002		03 2015
			AMEND 1 - ADD ADD'L TANKS AND OR LOCATIONS					.01

F1-HELP

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F7-PRIOR PG

F8-NEXT PG

F9-LINK

G014 - RECORD FOUND

LINK TO:

VENDOR DETAIL

11:43 AM

ACTIVE

FISCAL MO/YEAR : 02 2015 FEB 2015 BALANCE TYPE : 01 ENCUMBRANC

VENDOR : 131974950 LIRO ENGINEERS INC

S	POST DATE	T/C	DOCUMENT	INDEX	SUBOBJ	BANK	CHECK NO	PERIOD	AMOUNT
	DUE DATE		DESCRIPTION						
	02/10/2015	136P	VGPW14001602	01 PWCAPCAP	00002			02 2015	
	01/23/2015	*H61000-05C,	LINE 9 EST 1*						-80,450.72
	02/10/2015	136P	VGPW14001644	01 PWCAPCAP	00002			02 2015	
	02/06/2015	*S8106011M-	EST 1*						-188,347.14
	02/10/2015	136P	VGPW14001645	01 PWCAPCAP	00002			02 2015	
	02/10/2015	*H61000-05C-15-	TASK-1R*						-465.02
	02/10/2015	136P	VGPW14001715	01 PWCAPCAP	00003			02 2015	
	02/10/2015	*H62000005C9-	EST 4*						-44,872.54
	02/13/2015	136P	VGPW15000148	01 PWCAPCAP	00002			02 2015	
	02/13/2015	*S8106011M-	EST 3*						-40,860.85
	02/17/2015	109	CLPW14000052	01 PWCAPCAP	00003			02 2015	
			AMEND 1-CM SERVICES-HIGHWAY,BRIDGE CONSTRUCTION						.01

F1-HELP

F2-SELECT

F7-PRIOR PG

F8-NEXT PG

F9-LINK

G014 - RECORD FOUND

George Maragos
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: Liro Engineers, Inc.

CONTRACTOR ADDRESS: 3 Aerial Way, Syosset, N.Y. 11791

FEDERAL TAX ID #: 13-1974950

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. X The contractor was selected pursuant to a Request for Proposals.

The Contract was entered into after a written request for proposals was issued on September 23, 2015. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday, posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on October 9, 2015. Fourteen (14) proposals were received and evaluated. The evaluation committee consisted of Kenneth G. Arnold, P.E., Assistant to Commissioner; Richard P. Millet, Chief Deputy Commissioner; Aryeh Lemberger, Unit Head, Traffic Engineering Unit; Sheila Dukacz, Signal Management Section Head; and Michael Hagan, P.E., Traffic Engineer I. The proposals were scored and ranked. As a result of the scoring and ranking, the five highest-ranking proposers were 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.

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.

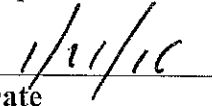
IX. ☒ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to the contract being submitted to the Comptroller.

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



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. 09/15

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Office of the County Executive
Att: Richard R. Walker, Chief Deputy County Executive

FROM: Department of Public Works

DATE: November 24, 2015

SUBJECT: Recommendation to Engage Services of Consultant
Traffic Engineering On-Call Services
Project Number T62500-01D

This Department intends to procure "On-Call" Traffic Engineering Services for our Traffic Engineering Unit. The services typically provided under an "On-Call" Services agreement include general traffic engineering, inspection, drafting, data collection, traffic signal designs, pavement marking designs, capacity analyses, traffic signal warrant studies, preparation and/or review of traffic impact studies, design of traffic calming measures and asset management system development.

A team of five (5) engineers conducted the consultant selection process and established a technical ranking based upon the evaluation of proposals. The review team included: Kenneth G. Arnold, P.E., Assistant to Commissioner; Richard P. Millet, Chief Deputy Commissioner; Aryeh Lemberger, Unit Head, Traffic Engineering Unit; Sheila Dukacz, Signal Management Section Head; and Michael Hagan, P.E., Traffic Engineer I.

In reply to our Request for Proposals, which was advertised in Newsday and on the County website, we received proposals from fourteen firms. In accordance with County Executive Order No. 1-1993 and Board of Supervisors Resolution 928-1993, these proposals were reviewed. The fourteen (14) firms that submitted proposals for review along with the results of the technical ranking and their proposed multipliers for design and inspection work are shown in the chart below.

Firm	Technical Score	Technical Rank	Design/Inspection Multiplier
Greenman-Pedersen, Inc.	95.4	1	2.60/2.20
Nelson & Pope Engineers & Surveyors	93.4	2	2.65/2.20
LiRo Engineers, Inc.	85.4	3	2.50/2.50
L.K. McLean Associates, P.C.	84.8	4	2.50/2.25
The RBA Group	83.8	5	2.50/2.25
Cameron Engineering & Associates, LLP	79.8	6	2.75/2.40
M&J Engineering, P.C.	79.4	7	2.30/2.30
Parsons Brinckerhoff	72.6	8	2.827/2.827
Cashin Associates, P.C.	71	9	2.80/2.50
Lockwood, Kessler & Bartlett, Inc.	68	10	2.7/2.3
Schneider Engineering, PLLC	67.6	11	3.00/3.00
SIMCO Engineering, P.C.	67.2	12	2.49/2.49
Gibbons, Esposito & Boyce Engineers, P.C.	63.6	13	2.70/2.30
VHB Engineering, Surveying and LA, P.C.	Disqualified	14	N/A



It should be noted that no specific cost proposals were requested with this RFQ/RFP since the services are of an "On-Call" nature and a specific scope of work cannot be defined. The Department intends to award "on-call" agreements to the five (5) highest ranked firms. The firms selected will be required to submit a cost proposal on a case by case basis for review and approval for each item of work proposed under this agreement. Payments to the firms will be based on actual salaries paid to their personnel times a multiplier. Since there is no specific scope of work, there is no specific cost identified. However, based on previous years, we estimate approximately \$600,000.00 worth of work through this agreement. The agreements would have a term of two (2) years with the option to extend for one (1) additional year. Each firm, as part of this RFQ/RFP, was requested to submit a proposed multiplier for design services and a proposed multiplier for inspection services. These multipliers will be capped at a rate to be determined through contract negotiations.

The Department recommends that the following firms be retained for these services:

Firm/Address	Proposed Sub-Consultants/Address/MBE/WBE
Greenman-Pedersen, Inc. 325 West Main Street Babylon, NY 11702	M & J Engineers, P. C. (MBE) 52 South Terrace Place Valley Stream, NY 11580 TRIP Consultants Corp. 311 85th Street Brooklyn, NY 11209
Nelson & Pope Engineers & Surveyors 572 Walt Whitman Road Melville, NY 11747	Traffic Databank (MBE) 716 South Sixth Avenue Mt. Vernon, NY 10550 B. Thayer Associates (WBE) 100 Crossways Park Drive West Suite 104 Woodbury, NY 11797
LiRo Engineers, Inc. 3 Aerial Way Syosset, NY 11791	American Traffic Information, Inc. 336 Pulaski Avenue Staten Island, NY 10303 Traffic Counts Collecting, Inc. (WBE) 65-39 Maurice Avenue Woodside, NY 11377 Wiley Engineering, P.C. (MBE) 800 Veterans Memorial Highway Suite 302 Hauppauge, NY 11788
L.K. McLean Associates, P.C. 437 South Country Road Brookhaven, NY 11719	CSM Engineering, P.C. (WBE) 626 RXR Plaza Uniondale, NY 11556 Wiley Engineering, P.C. (MBE) 800 Veterans Memorial Highway Suite 302 Hauppauge, NY 11788

Office of the County Executive
Att: Richard R. Walker, Chief Deputy County Executive
November 24, 2015
Page three
SUBJECT: Recommendation to Engage Services of Consultant
Traffic Engineering On-Call Services
Project Number T62500-01D

The RBA Group, Inc.
40 Marcus Drive
Suite 201
Melville, NY 11747

Wiley Engineering, P.C. (MBE)
800 Veterans Memorial Highway
Suite 302
Hauppauge, NY 11788

Traffic Databank (MBE)
716 South Sixth Avenue
Mt. Vernon, NY 10550
Traffic Counts Collecting, Inc. (WBE)
65-39 Maurice Avenue
Woodside, NY 11377

In accordance with procedural guidelines, CSEA has been notified of this proposed agreement.

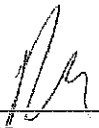
Please indicate whether you approve or disapprove of our recommendation and return this memo to this office for appropriate action.


Richard P. Millet
Chief Deputy Commissioner

RPM:KGA:AL:pl

c: Shila Shah-Gavnoudias, Commissioner
Kenneth G. Arnold, Assistant to Commissioner
Aryeh Lemberger, Unit Head, Traffic Engineering Unit
Sheila Dukacz, Section Head, Signal Shop
Michael Hagan, Traffic Engineer I
Jonathan Lesman, Management Analyst II

APPROVED:


Richard R. Walker
Chief Deputy County Executive

12/1/2015
Date

DISAPPROVED:

Richard R. Walker
Chief Deputy County Executive

Date

REQUEST TO INITIATE

RTI Number 15-0290

REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSAL/REQUEST FOR BID CONTRACT

PART I: Approval by the Deputy County Executive for Operations must be obtained prior to ANY RFQ/RFP/RFBC
☐ RFQ ☒ RFP ☐ RFBC ☐ In-House or Requirements Work Order

Project Title: Traffic Engineering "on-call"Department: Public Works Project Manager: A. Lemberger Date: 7/8/15Service Requested: Traffic Engineering on-call servicesJustification: The traffic Engineering Unit of DPW requires specialized assistance on an on-call basis.Requested by: DPW Department/Agency/OfficeProject Cost for this Phase/Contract: (Plan/Design/Construction/CM/Equipment)
Circle appropriate phaseTotal Project Cost: TBD
Includes, design, construction and CMDate Start Work: 1/1/16
Phase being requestedDuration: 2 years
Phase being requestedCapital Funding Approval: YES ☒ NO ☐

SIGNATURE

DATE

Funding Allocation (Capital Project):
See Attached Sheet if multiple ☒NIFS Entered: [Signature]
SIGNATURE DATEAIM Entered: [Signature] 9-11-15
SIGNATURE DATEFunding Code: 62500 000
use this on all encumbrancesTimesheet Code: 15-0290
use this on timesheets

State Environmental Quality Review Act (SEQRA):

Type II Action ☒ or Environmental Assessment Form Required ☐
Supplemental Environmental DocumentationDepartment Head Approval: YES ☒ NO ☐

SIGNATURE

DCE/Ops Approval: YES ☐ NO ☐

SIGNATURE

PART II: To be submitted to Chief Deputy County Executive after Qualifications/Proposals/Contracts are received from Responding vendors.

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

DCE/Ops Approval: YES NO Signature _____

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

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

FROM: Department of Public Works

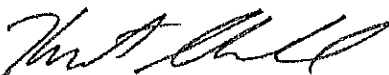
DATE: November 17, 2015

SUBJECT: CSEA Notification of a Proposed DPW Contract
Requirements Contract
Proposed Contract No: T62500-01D

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

1. DPW plans to recommend a contract/agreement for the following services:
"On-Call" Traffic Engineering Services for the Department's Traffic Engineering Unit.
2. The work involves the following: Providing traffic engineers, inspectors, draftsmen, technicians and other staff on an "as needed" basis for various traffic engineering related projects including, but not limited to: traffic signal designs, pavement marking designs, capacity analyses, traffic signal warrant studies, data collection, preparation and/or review of traffic impact studies, traffic signal inspection, and asset management system development.
3. An estimate of the cost is: \$600,000.00
4. An estimate of the duration is: Twenty-four (24) months

Should you wish to propose an alternative to the proposed contract/agreement, please respond within ten (10) days to: Department of Public Works, Att: Kenneth G. Arnold, Assistant to Commissioner, telephone 1-9607, fax 1-9657.


Kenneth G. Arnold
Assistant to Commissioner

KGA:WSN:AL:pl

c: Christopher Fusco, Director, Office of Labor Relations
Brian Libert, Deputy Director, Office of Labor Relations
Keith Cromwell, Office of Labor Relations
Rakhal Maltra, Deputy Commissioner
William S. Nimmo, Deputy Commissioner
Aryeh Lemberger, Unit Head, Traffic and Engineering Unit
Patricia Kivo, Unit Head, Human Resources Unit
Loretta Dionisio, Hydrogeologist II



E-44-16

RULES RESOLUTION NO. 53 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND LIRO ENGINEERS, INC.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 3-7-16
Verdine
ayes 4 nays 0 abstained 3 recused 0
Legislators present: 7

WHEREAS, the County has negotiated a personal services agreement with Liro Engineers, Inc. for "On-Call" Traffic Engineering 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 said agreement with Liro Engineers, Inc.

CONTRACT FOR SERVICES

THIS AGREEMENT (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date this Agreement is executed by the County of Nassau, between (i) County of Nassau Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") acting for and on behalf of Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County") and (ii) LiRo Engineers, Inc., a consultant firm having its principal office at 3 Aerial Way, Syosset, NY 11791 (the "Firm" or the "Contractor").

WITNESSETH:

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

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

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

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

1. Term. This term of this Agreement shall commence on the date on which this Agreement is executed by the County (the "Commencement Date") and terminate on December 31, 2017 (the "Expiration Date") unless sooner terminated or extended in accordance with its terms. Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend this Agreement for a period of up to one (1) year by delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date. The Agreement so extended shall be on the same terms, conditions and covenants as during the initial term except that the Expiration Date shall be modified in accordance with the notice of extension.

2. Services, Extra Services and Reimbursable Expenses.

(a) The services to be provided by the Firm under this Agreement, on an as needed basis, consist of, but may not be limited to general traffic engineering, signal design, roadway geometry design, pavement marking design, sign design, general design services, construction inspection services, construction management services, data collection, traffic analyses, Computer Aided Design (CAD) and drafting, signal warrant surveys, left turn warrant surveys, traffic impact analyses, traffic counting services, general traffic studies, traffic signal progression studies, fiber optic communication design, Synchro analyses, traffic calming studies, management systems development, traffic management center construction and operations, providing traffic engineers, providing intelligent transportation system specialists, and providing technicians. The specific work divisions and deliverables related to this project are more particularly described in the "Detailed Scope of Services," attached hereto and hereby made a part hereof as Exhibit "A".

(b) At any time during the term of this Agreement, the Department may, in its sole and absolute discretion, require the Firm to perform Extra Services. The Firm shall not perform, nor be compensated for, Extra Services without the prior written approval of the Commissioner. The Firm agrees to perform any such Extra Services in accordance with the terms and conditions contained in this Agreement. As used herein, "Extra Services" means additional services which are (i) generally within the scope of services set forth in this Agreement, (ii) necessary or in furtherance of the goals of this Agreement and (iii) not due to the fault or negligence of the Firm.

(c) The following items are not included in the Firm's fee, and shall be reimbursable at an actual cost as expenditures in the interest of the project, provided they have been approved in advance by the Department in writing, and are subject to compliance with the County's bill paying procedures:

(1) The direct cost of expenses for travel to locations other than the County and or the

project site, including transportation (coach unless otherwise authorized by the Department), reasonable meal and lodging expenses, at rates established by the County for its own employees, and as have been approved in advance by the Department.

(2) Testing Laboratory Services, controlled inspections, and the like.

(3) Messenger service and cables as not necessarily incurred in the performance of services hereunder by the Firm and their sub-consultants.

(4) Final models, photographs and renderings as requested by the County.

(5) Reproduction of design development and construction document drawings, specification, reports, and other documents furnished to, or on behalf of the County in excess of five (5) copies each. Any items prepared on behalf of the Firm or their sub-consultants shall not be paid for by the County.

(6) Direct costs incurred in the relocation of the Firm's temporary field offices.

(7) Other comparable expenses as approved by the Department.

3. Payment.

(a) Amount of Consideration. The amount to be paid to the Firm as full consideration for the Firm's services under this Agreement shall be payable as set forth in the "Payment Schedule," attached hereto and made a hereby part hereof as Exhibit "B". Notwithstanding the foregoing, the maximum amount to be paid to the Firm for the Firm's services under this Agreement, including any Extra Services that may be so authorized, shall not exceed **Six Hundred Thousand** (\$600,000.00) dollars per year.

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

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

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

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Firm 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 Firm received notice that the County did not desire to receive such services.

(f) Payments Relating to Services Rendered by Subcontractors. The County retains the right, but not the obligation, prior to making any payment to the Firm, to demand that the Firm furnish to the County, proof acceptable to the County, in its sole and absolute discretion, that all due and payable claims made by subcontractors in connection with this Agreement have been paid to date or are included in the amount being requested by the Firm.

4. Ownership and Control of Work Product

(a) Copyrights.

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

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

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

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

(b) Patents and Inventions. Any discovery or invention arising out of or developed in the course of performance of this Agreement shall be promptly and fully reported to the Department, and if this work is supported by a federal grant of funds, shall be promptly and fully reported to the Federal Government for determination as to whether patent protection on such invention shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest.

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

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

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

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

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

7. Compliance with Law.

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

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

- (i) Firm 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, such breach being determined solely by the County. Firm has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) On a yearly basis, Firm shall provide the County with any material changes to its Certificate of Compliance, attached hereto and hereby made a part hereof as Appendix "L."

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Firm acknowledges that Firm's 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 Firm of such request prior to disclosure of the Information so that the Firm may take such action as it deems appropriate.

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

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

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

9. Indemnification; Defense; Cooperation.

(a) The Firm 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 Firm or a Firm's 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 Firm shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Firm shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Firm'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 Firm is responsible under this Section, and, further to the Firm's indemnification obligations, the Firm shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Firm shall, and shall cause Firm's 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 Firm and/or a Firm's Agent in connection with this Agreement.

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

10. Insurance.

(a) Types and Amounts. The Firm shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Firm'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 Firm 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 Firm shall be solely responsible for the payment of all deductibles to which such policies are subject. The Firm 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 Firm 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 Firm shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Firm 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 Firm to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Firm to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

11. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii)

waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

12. Termination.

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

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

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

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

13. Accounting Procedures; Records. The Firm shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Firm is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

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

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

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

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

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

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

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

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

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

(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.

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

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

21. Administrative Service Charge. The Firm agrees to pay the County an administrative

service charge of five hundred thirty three dollars (\$533) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by the Firm upon signing this Agreement.

22. Joint Venture.

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

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

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

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

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

{Remainder of page intentionally lefty blank}

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

LIRO ENGINEERS, INC.

By: _____

Name: Michael Rennard, PE

Title: Vice President

Date: 11/15/16

NASSAU COUNTY

By: _____

Name: _____

Title: _____ County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

SS.:

COUNTY OF NASSAU)

On the 15 day of January in the year 2016 before me personally came Michael Kennard to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of [REDACTED]; that he or she is the Vice President of Liko Engineers, Inc., 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
Stephanne Kief

STEPHANIE KROL
NOTARY PUBLIC-STATE OF NEW YORK
No. 01KR6216833
Qualified in Nassau County
My Commission Expires January 25, 2018

STATE OF NEW YORK)

)SS.:

COUNTY OF NASSAU)

On the ____ day of _____ in the year 20____ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

EXHIBIT "A"

DETAILED SCOPE OF SERVICES

The services to be provided by the firm under this agreement shall consist of all required professional services for the various traffic engineering assignments, including but not limited to general traffic engineering, signal design, roadway geometry design, pavement marking design, sign design, general design services, construction inspection services, construction management services, data collection, traffic analyses, Computer Aided Design (CAD) and drafting, signal warrant surveys, left turn warrant surveys, traffic impact analyses, traffic counting services, general traffic studies, traffic signal progression studies, fiber optic communication design, Synchro analyses, traffic calming studies, management systems development, traffic management center construction and operations, providing traffic engineers, providing intelligent transportation system (ITS) specialists, providing CAD operators, and providing technicians ("Services").

The Firm shall be responsible for obtaining all required approvals, permits, certifications, and clearances from the appropriate Federal, State and local authorities, if any, necessary to complete the project.

The Firm shall provide copies of any and all sample/test reports, design calculations and other data to the County. Copies of all drawings and specifications shall also be provided to the County in electronic format. Any drawings are to be prepared in a computerized format suitable for incorporation into the County's GIS. All CAD drawings and designs shall be provided in a County approved format and in conformance with the layering standards developed by the Traffic Engineering Unit.

Upon the County's request, at any time during the term of this Agreement, the Firm shall change or revise any or all drawings and specifications.

The Firm shall evaluate potential changes, budget and schedule impacts.

The Firm shall attend, with subcontractors as appropriate or requested by the County, all regularly scheduled meetings. The Firm shall prepare and distribute meeting minutes for all meetings unless otherwise directed by the County.

The County shall develop a detailed scope of work for each potential assignment to be undertaken as part of this Agreement. The Firm will be required to submit a scope of work, staffing chart and cost proposal specific to the detailed scope of work requested by the County.

This Agreement is an on-call services agreement. Nothing contained in this Agreement shall be deemed to assign, or guarantee assignment of, any work to the Firm. This Agreement allows the Firm to send the County a proposal in the event the County requires services covered in this Agreement. Any work that may be assigned to the Firm is subject to all terms and conditions contained in this Agreement.

Appendix "B"

Payment Schedule

Payment to the Firm for all services as outlined in "Exhibit A," including any extra services that may be authorized under this Agreement, shall be made as follows:

- A. The Firm shall be paid on the basis of **2.50** times the actual salaries or wages paid to the technical personnel engaged in this phase of the work, other than inspection services and **2.50** times the actual salaries or wages paid to the technical personnel engaged in the work for inspection services, exclusive of payroll taxes, insurance, and any and all fringe benefits. The Firm shall be compensated for such services performed by principals, while engaging in a technical capacity in the project, on the same basis as technical personnel. Notwithstanding the foregoing, the maximum billable rate, after application of the multiplier, shall not exceed **one hundred seventy five dollars (\$175.00) per hour**.
- B. With regard to any task for which payment is calculated on the basis of a multiple of salary, it is understood and agreed that the County will utilize the Firm's approved Personnel List which is currently active and in use in connection with the Firm's services on other County Public Works projects. In the event there is no current Personnel List, or if an existing list is incomplete, then the Firm will submit either such Personnel List setting forth names, classifications, and hourly rates, or if necessary, submit a supplement to an active list, at the time the proposal is presented. In either case, the prior written approval of the Commissioner is required. It is the County's intention hereby that the salary to be reimbursed to the Firm for a named employee shall be the same for said employee on all current County agreements with the Firm.
- C. The firm may grant an employee a salary increase within a classification or by a change of classification. The intention to grant an employee a salary increase within a classification, or to change his or her classification, must be communicated in writing by the Firm to the Commissioner at least one month prior to the effective date of the increase or change of classification. The prior, written approval of the Commissioner is required. If the Firm hires new employees whom they wish to assign to work on this project, they must submit such employees' names, their titles and proposed salaries, and receive prior written approval from the Commissioner.
- D. Claims for services performed shall be accompanied by a certified statement setting forth the names of the persons performing the work, the title held by each person, their hourly rates, the number of hours worked and the total compensation earned. All claims for compensation shall be made upon forms supplied by the County Comptroller, and shall be approved for payment by the Commissioner or his designee. The payroll records of the Firm shall be available for inspection and audit as required.
- E. Overtime - Payment vouchers which include overtime shall not be approved by the Department without the Firm having obtained prior written approval of the Department for such overtime. The premium pay for overtime, above the straight hourly rate shall not be subject to any multiplier. In computing the cost to the County for overtime work performed, the overtime period shall be paid at the straight hourly rate times the applicable multiplier, plus the overtime premium cost incurred.
- H. Extra Services or Additional Costs. If the Firm is required to perform extra services, or incurs additional expenses due to substantial changes ordered by the Department, which changes are not due to the fault or negligence of the Firm; the Firm shall be compensated for such extra expense and services. Payment terms for any additional services shall be as mutually agreed by the Department and Firm, as either a lump sum or based on actual salaries of personnel as stipulated herein and calculated in accordance with either paragraph A above. Such extra services are to be provided only after written authorization by the Department.

COUNTY OF NASSAU

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

1. Name of the Entity: LiRo Engineers, Inc.
Address: 3 Aerial Way
City, State and Zip Code: Syosset, NY 11791
2. Entity's Vendor Identification Number: 13-1974950
3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture
☐ Ltd. Liability Co ☒ Closely Held Corp ☐ Other (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):

Rocco L. Trotta, PE, [REDACTED]
Luis M. Tormenta, PE, [REDACTED]
Lawrence S. Roberts, [REDACTED]
Michael Burton, PE, [REDACTED]
Michael Bailey, PE, [REDACTED]
Richard Schmalz, PE, [REDACTED]
Peter Gerbasi, PE, [REDACTED]
Robert Kreuzer, [REDACTED]
Alfred C. Bereche, [REDACTED]
Lawrence Blond, PE, [REDACTED]
Michael Rennard, PE, [REDACTED]

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.

Rocco L. Trotta, PE, [REDACTED]
[REDACTED]

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.

**LiRo Program and Construction Management, PE P.C. - Common Ownership and Control

LiRo Architects + Planners, P.C. - Common Ownership and Control

LiRo Architects & Engineers West, P.C. - Common Ownership and Control

LiRo Architects & Engineers, P.C. (CT) - Common Ownership and Control

LiRo Architects & Engineers, P.C. (PA) - Common Ownership and Control

LiRo Program and Construction Management, Inc. - Common Ownership and Control

LiRo Constructors, Inc. - Common Ownership and Control

** Affiliated Company that may participate in the performance of the contract.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). 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, or to otherwise engage in lobbying as the term is defined herein. 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.

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

None

Page 3 of 4

(b) Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete description of lobbying activities.

N/A

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

N/A

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

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

Dated: 1/15/16

Signed: 

Print Name: Michael Rennard, PE

Title: Vice President

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

COUNTY OF NASSAU

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

1. Name of the Entity: LiRo Program and Construction Management, PE P.C.

Address: 3 Aerial Way

City, State and Zip Code: Syosset, NY 11791

2. Entity's Vendor Identification Number: 11-3205660

3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture
☐ Ltd. Liability Co ☒ Closely Held Corp ☐ Other (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):

Rocco L. Trotta, PE, [REDACTED]

Luis M. Tormenta, PE, [REDACTED]

Lawrence H. Blond, PE, [REDACTED]

Michael Burton, PE, [REDACTED]

Michael Bailey, PE, [REDACTED]

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.

Rocco L. Trotta, PE, [REDACTED]

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.

**LiRo Engineers, Inc. - Common Ownership and Control

LiRo Architects + Planners, P.C. - Common Ownership and Control

LiRo Architects & Engineers West, P.C. - Common Ownership and Control

LiRo Architects & Engineers, P.C. (CT) - Common Ownership and Control

LiRo Architects & Engineers, P.C. (PA) - Common Ownership and Control

LiRo Program and Construction Management, Inc. - Common Ownership and Control

LiRo Constructors, Inc. - Common Ownership and Control

** Affiliated Company that may participate in the performance of the contract.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). 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, or to otherwise engage in lobbying as the term is defined herein. 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.

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

None

Page 3 of 4

(b) Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete description of lobbying activities.

N/A


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

N/A

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

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

Dated: 11/15/16

Signed: 

Print Name: Michael Bailey, PE

Title: Senior Vice President

Page 4 of 4:

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 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; or to otherwise engage in lobbying activities as the term is defined herein. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

None.

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

N/A

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

N/A

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

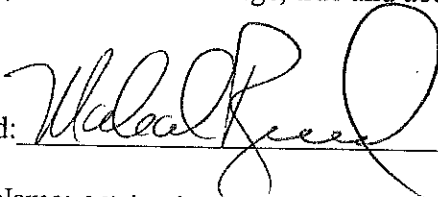
N/A

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

N/A

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.

Dated: 1/15/16

Signed: 

Print Name: Michael Rennard, PE

Title: Vice President

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

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 by such title and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

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

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

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

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

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

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

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

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

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

(j) Reward 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.

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 Best Efforts with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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

As used in this Appendix EE the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of the County Contractor. The work shall include, but not be limited to, labor, materials and/or supplies, and professional services necessary for a County Contractor to fulfill the obligations of a County Contract.

Business History Form

In addition to the submission of bids/proposals, as applicable, each bidder/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 bid/proposal.

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

Date: January 15, 2016

1) Bidder's/Proposer's Legal Name: LiRo Engineers, Inc.

2) Address of Place of Business: 3 Aerial Way, Syosset, NY 11791

List all other business addresses used within last five years:

N/A

3) Mailing Address (if different): N/A

Phone : 516-938-5476

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: 007167914

5) Federal I.D. Number: 13-1974950

6) The bidder/proposer is a (check one): ☐ Sole Proprietorship ☐ Partnership
☒ Corporation ☐ Other (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business?
Yes ☐ No ☒ If Yes, please provide details: _____

8) Does this business control one or more other businesses? Yes ☐ No ☒ If Yes, please provide details: _____

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ☒ No ☐ If Yes, provide details. See attached

10) Has the bidder/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 bidder/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. _____

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. See attached

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? 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, 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? 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? No ☒ Yes ☐ If Yes, provide details for each such

occurrence. _____

- 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? No X Yes ____; If Yes, provide details for each such instance. _____

- 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? No X Yes ____ 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. _____

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:

(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 as collection agent on behalf of Nassau County.

(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 as collection agent on behalf of Nassau County.

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

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.

We are not aware of any matter that is or may become a conflict of interest preventing LiRo Engineers, Inc. from performing its services on behalf of the County. Should a perceived or actual conflict arise at a later date that may impact LiRo's ability to perform its services on this project, LiRo will fully disclose the nature of such conflict immediately to the County upon learning of it. Further, LiRo will establish a firewall, as necessary, to ensure that any such conflict of interest will not impact LiRo's ability to perform its services on the project.

Attachments to Business History Form

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

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

Should the bidder/proposer be other than an individual, the bid/proposal should include:

- i) Date of formation;
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
- iii) Name, address and position of all officers and directors of the company;
- iv) State of incorporation (if applicable);
- v) The number of employees in the firm;
- vi) Annual revenue of firm;
- vii) Summary of relevant accomplishments
- viii) Copies of all state and local licenses and permits.

- B. Indicate number of years in business.

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

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

Company Town of Oyster Bay Department of Public Works

Contact Person Richard T. Betz, Commissioner

Address 150 Miller Place

City/State Syosset, NY 17911

Telephone 516-677-5127

Fax # N/A

E-Mail Address rbetz@oysterbay-ny.gov

Company Town of Hempstead

Contact Person William Rockensies, PE, Commissioner of Engineering

Address 350 Front Street

City/State Hempstead, NY 11550

Telephone 516-489-5000

Fax # 516-489-0024

E-Mail Address wrockensies@tohmail.org

Company Town of North Hempstead Department of Public Works

Contact Person Paul DiMaria, Commissioner

Address 285 Denton Avenue

City/State New Hyde Park, NY 11040

Telephone 516-739-6710

Fax # N/A

E-Mail Address dimariap@northhempsteadny.gov

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/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Michael Bailey, PE, 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 County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; 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 questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 15 day of January 2016

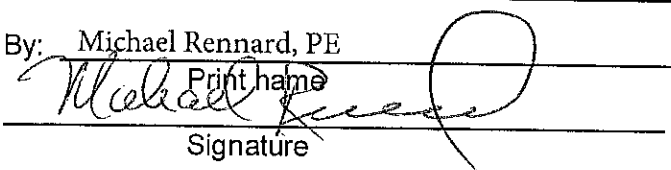

Notary Public

STEPHANIE KROL
NOTARY PUBLIC-STATE OF NEW YORK
No. 01KR6216833
Qualified in Nassau County
My Commission Expires January 25, 2018

Name of submitting business: LiRo Engineers, Inc.

By: Michael Rennard, PE

Michael Rennard
Print name


Signature

Vice President

Title

1/15/16
Date

BUSINESS HISTORY FORM ATTACHMENTS

9.) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by any other business? Yes, affiliates are listed below:

LiRo Program and Construction Management, PE P.C. - Common Ownership and Control
LiRo Architects + Planners, P.C. - Common Ownership and Control
LiRo Architects & Engineers West, P.C. (NJ) - Common Ownership and Control
LiRo Architects & Engineers, P.C. (CT) - Common Ownership and Control
LiRo Architects & Engineers, P.C. (PA) - Common Ownership and Control
LiRo Program and Construction Management, Inc. (CA) - Common Ownership and Control
LiRo Constructors, Inc. - Common Ownership and Control

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.

NYCHA Roofing: In December, 2013, LiRo Program and Construction Management, PE P.C. (LiRo) received a Civil Investigation Demand ("CID") pursuant to the False Claims Act from the United States Attorney's Office seeking information regarding a NYCHA roofing project. LiRo served as the construction manager for this project, which was completed in 2011. In April, 2014, LiRo was informed that the US Attorney closed its investigation and did not find any improper conduct on the part of LiRo. This matter is now closed.

ATTACHMENTS TO BUSINESS HISTORY FORM

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.

The LiRo Group has grown from a local resident engineering and inspection company to a full-service program/construction management, engineering, architectural and environmental services firm. From the beginning, LiRo has placed a priority on direct, responsive communication with clients. Our commitment to working closely with clients at all project phases has played a significant role in our success – and that of our clients. It's also given us one of the industry's highest repeat business rates.

The LiRo Group is comprised of affiliate firms, which collectively offer our clients a comprehensive, multi-disciplined array of professional services covering a project from initial conceptual design through construction completion. The affiliate firms include: LiRo Program and Construction Management, PE, P.C., LiRo Engineers, Inc., and LiRo Architects + Planners, P.C. Together, The LiRo Group is one of New York's largest privately held engineering, architectural and construction management firms. With offices



in New York, New Jersey and Connecticut, LiRo primarily serves public sector clients throughout the tri-state area.

LiRo is unique in that we offer a broad range of services - architecture, civil, structural, mechanical, electrical, traffic, and environmental engineering - coupled with tight project controls and practical construction knowledge. Currently the firm is ranked among the nation's top 20 construction management firms (*Engineering News Record*).

- i. **Date of formation:** 1925
- ii. **Name, addresses, and position of all persons having financial interest in the company, including shareholders, members, general or limited partner:**
Rocco L. Trotta, [REDACTED], Chairman and Sole Owner
- iii. **Name, address and position of all officers and directors of the company:**
Rocco L. Trotta, [REDACTED], Chairman
Luis M. Tormenta, [REDACTED], CEO and Vice Chairman
Lawrence S. Roberts, [REDACTED], Senior Vice President, Chief Financial Officer
Michael Burton, [REDACTED], SVP & National Operations Manager
Michael Bailey, [REDACTED], Senior Vice President
Richard Schmalz, [REDACTED], Vice President
Peter Gerbasi, [REDACTED], Vice President
Robert Kreuzer, [REDACTED], Vice President
Alfred C. Bereche, [REDACTED], General Counsel
Lawrence Blond, [REDACTED], Senior Vice President and General Manager
Michael Rennard, [REDACTED], Vice President
- iv. **State of incorporation:** New York
- v. **The number of employees in the firm:** 487
- vi. **Annual revenue of the firm:** LiRo Engineers, Inc. 2014 Gross Revenue = \$ [REDACTED]
- vii. **Summary of relevant accomplishments:**
LiRo is headquartered in Syosset, NY, and continues to serve public and private sector clients ranging from villages and small companies to large state agencies. LiRo has the in-depth experience required to effectively address the requirements and concerns of this project, and is uniquely qualified to provide the expertise necessary to address the goals of this project.

LiRo has completed multiple projects that are the same or very similar to the proposed project. Below is a list of public sector clients for whom LiRo has provided similar work in the past five years.



- Nassau County Department of Public Works
- Town of Hempstead
- Town of Hempstead Department of Sanitation
- Town of Hempstead Department of Parks and Recreation
- Town of North Hempstead Department of Public Works
- Town of Oyster Bay Housing Authority
- Town of Oyster Bay Department of Public Works
- City of Long Beach Department of Public Works
- New York City Department of Transportation
- Suffolk County Department of Public Works
- New York City Police Department
- MTA – Bridges and Tunnels
- New York City Economic Development Corporation
- Westchester County Department of Public Works
- Port Authority of New York and New Jersey
- MTA – Long Island Rail Road
- New York City School Construction authority
- Dormitory Authority of the State of New York
- New York City Health & Hospitals Corporation
- New York City Housing Preservation and Development
- New York City Department of Design & Construction
- New York City Mayor's Office of Environmental Remediation
- New York State Department of Transportation
- New Jersey Turnpike Authority
- New York Public Library
- Empire State Development Corporation
- New York State Homes and Community Renewal
- New York State Thruway Authority
- MTA – New York City Transit
- New York City Housing Authority
- Rochester Housing Authority

viii. **Copies of all state and local licenses and permits:** See attached.

B. Indicate the number of years in business: 90

C. Provide any other information indicating the Proposer's capacity and reliability to perform similar services.

The LiRo Group's staff of 750 professionals includes 96 licensed Professional Engineers and 21 Registered Architects. The majority of LiRo's resources are based in New York State, making it one of the largest full service consulting firms in the metropolitan area with over 95 percent of its clientele as public agencies.



**THE UNIVERSITY OF THE STATE OF NEW YORK
EDUCATION DEPARTMENT**

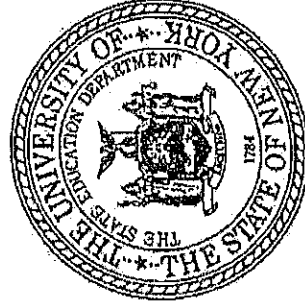
THIS IS TO CERTIFY THAT HAVING MET THE REQUIREMENTS OF SECTION 7210 OF THE
EDUCATION LAW AND IN ACCORDANCE THEREWITH THIS CERTIFICATE OF AUTHORIZATION
IS GRANTED WHICH ENTITLES

**LIRO ENGINEERS INC
3 AERIAL WAY
SYOSSET, NY 11791-0000**

TO PROVIDE PROFESSIONAL ENGINEERING SERVICES IN THE STATE OF NEW YORK FOR
THE PERIOD 01/01/2015 TO 12/31/2017.

D. E. Lentivech
DOUGLAS E. LENTIVECH
DEPUTY COMMISSIONER
FOR THE PROFESSIONS

CERTIFICATE NUMBER [REDACTED]



John B. King Jr.
JOHN B KING JR
PRESIDENT OF THE UNIVERSITY
AND COMMISSIONER OF EDUCATION

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

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

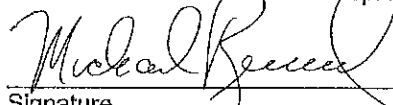
(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

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

Michael Rennard, PE

Name and Title of Authorized Representative

m/d/yy



1/15/16

Signature

Date

LiRo Engineers, Inc.

Name of Organization

3 Aerial Way, Syosset, NY 11791

Address of Organization

Instructions for Certification

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

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered and the 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/ PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Michael Rennard, PE
Date of birth [REDACTED]
Home address [REDACTED]
City/state/zip [REDACTED]
Business address 3 Aerial Way
City/state/zip Syosset, Ny 11791
Telephone 516-938-5476
Other present address(es) N/A
City/state/zip N/A
Telephone N/A
List of other addresses and telephone numbers attached _____
2. Positions held in submitting business and starting date of each (check all applicable)
President / / Treasurer / /
Chairman of Board / / Shareholder / /
Chief Exec. Officer / / Secretary / /
Chief Financial Officer / / Partner / /
Vice President 3 / 25 / 13 _____ / /
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
NO X YES 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? NO X YES 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? NO X YES ; 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? NO X YES 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? NO X YES ____ If Yes, provide details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO X YES ____ If Yes, provide details for each such instance.
 - 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? NO X YES ____ If Yes, provide details for each such instance.
 - 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? NO X 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? 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.)
- a) Is there any felony charge pending against you? NO X YES ____ If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? NO X YES ____ If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? NO X 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 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? NO X 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 X 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 X YES ____ If Yes, provide details for each such occurrence.

9. 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? NO X YES ____ If Yes, provide details for each such investigation.
10. 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? NO X YES ____ If Yes; provide details for each such investigation.
11. 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? NO X YES ____ If Yes; provide details for each such instance.
12. 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? NO X YES ____ If Yes, provide details for each such year.

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/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Michael Rennard, PE, 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 County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; 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 questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 15 day of January 2016

Stephanie Krol
Notary Public

STEPHANIE KROL
NOTARY PUBLIC-STATE OF NEW YORK
No. 01KR6216833
Qualified in Nassau County
My Commission Expires January 25, 2018

LiRo Engineers, Inc.
Name of submitting business

Michael Rennard, PE

Print name

Michael Rennard
Signature

Vice President

Title

1 / 15 / 16
Date

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:

Luis M. Tormenta (Name)

3 Aerial Way, Syosset, NY 11791 (Address)

516-938-5476 (Telephone Number)

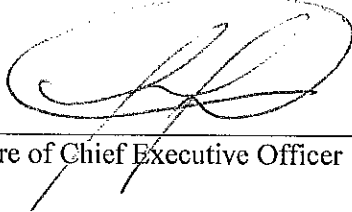
2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a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

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

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

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

January 14, 2016
Dated



Signature of Chief Executive Officer

Luis M. Tormenta, PE

Name of Chief Executive Officer

Sworn to before me this

14th day of January, 2016.



Notary Public

FLORENCE LIM
Notary Public, State of New York
No. 0116156882
Qualified in Richmond County
Term Expires 12/04/2018

**CF (Capital)****E-45-16 CF****Contract Details**

SERVICE "On-Call" Traffic Engineering

NIFS ID #: CFPW/60000005 NIFS Entry Date: 1/20/16 Term: from execution to 2 years

New X Renewal <input type="checkbox"/>	1) Mandated Program:	Yes <input type="checkbox"/>	No X
Amendment <input type="checkbox"/>	2) Comptroller Approval Form Attached:	Yes X	No <input type="checkbox"/>
Time Extension <input type="checkbox"/>	3) CSEA Agmt. § 32 Compliance Attached:	Yes X	No <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes X	No <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>	5) Insurance Required	Yes X	No <input type="checkbox"/>
RES#			

Agency Information

Vendor		County Department	
Name Greenman-Pedersen, Inc.	Vendor ID# 11-2537074	Department Contact Aryeh Lemberger	
Address 325 West Main Street	Contact Person Denise Carter, PE	Address 1194 Prospect Ave., Westbury, NY	
Babylon, NY 11702	Phone 631-587-5060	Phone 516-571-9332	

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'd & Fw'd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/>	1/21/16	<i>[Signature]</i>	
	DPW (Capital Only)	CF Capital Fund Approval <input type="checkbox"/>	1/21/16	<i>[Signature]</i>	
	OMB	NIFS Approval <input type="checkbox"/>	1/22/16	<i>[Signature]</i>	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if Blanket Res.
1/22/16	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	1/25/16	<i>[Signature]</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
1/25/16	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	1/25/16	<i>[Signature]</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>	1/25/16	<i>[Signature]</i>	
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>	<input type="checkbox"/>			
	County Attorney	NIFS Approval <input type="checkbox"/>			
	Comptroller	NIFS Approval <input type="checkbox"/>			
1/25/16	County Executive	Notarization <input type="checkbox"/> Filed with Clerk of the Leg. <input type="checkbox"/>	1/25/16	<i>[Signature]</i>	



Contract Summary

Description: Provide "On-Call" Traffic Engineering Services to DPW's Traffic Engineering Unit
Purpose: The purpose of this agreement is to make available to the Department engineering and inspection resources needed to complete specialized traffic projects with specific time constraints.
Method of Procurement: A formal Request For Proposals (RFP) process was conducted to prepare the services.
Procurement History: An RFP was released on September 23, 2015 and was advertised in Newsday and on the County website. In reply to the RFP we received proposals from fourteen firms. A team of five engineers, conducted the selection process and established a technical ranking based on the proposals.
Description of General Provisions: The selected Firms will provide traffic engineering services on an "on-call" basis. Specific work requests will be conveyed to each selected firm, who will then provide a scope of work to provide the services requested. A specific scope of work will be provided for each proposed item of work. A specific cost proposal will be developed for each item. The Firms will be reimbursed for direct labor costs based on approved wage rates and agreed upon multiplier. The maximum dollar ceiling is Six Hundred Thousand Dollars (\$600,000.00).
Impact on Funding / Price Analysis: Funding for this Agreement will come from various appropriate capital projects and/or the Department's operating budget. The funding source will depend on the proposed scope of services.
Change in Contract from Prior Procurement: N/A
Recommendation: (approve as submitted) Given the overall benefit of this project and the positive impact on public safety, it is recommended that this Agreement be approved as submitted.

Advisement Information

BUDGET CODES	
Fund:	CAP
Control:	62
Resp:	500
Object:	00002
Transaction:	CF

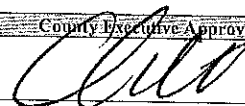
RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$.01
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$.01

LINE	INDEX/OBJECT CODE	AMOUNT
1	PWCAPCAP/62500/00002	\$.01
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$.01

Document Prepared By: _____

Date: _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name 
Name	Name	Date 1/25/16
Date	Date	(For Office Use Only)
		E #:

PRJCT	PRJCT DE FUND	DOC NO	DOC SFX	CST	GRP	CURR AMT	PAID AMT	BALANCE	RETAINAGE	CNTRCT	VNDR SFX	VNDR NME
61587 CMO	CAP	CFPW14000056	2		2	\$ 175,000.00	\$ -	\$ 175,000.00	\$ -	20151008	1	GREENMAN PEDERSEN INC
61587 CMO	CAP	CFPW14000009	2		3	\$ 30,500.00	\$ 24,735.48	\$ 5,764.52	\$ -	20141105	1	GREENMAN PEDERSEN INC
61587 CMO	CAP	CFPW14000009	1		3	\$ 0.01	\$ -	\$ 0.01	\$ -	20140415	1	GREENMAN PEDERSEN INC
63029 CMO	CAP	CFPW14000009	3		3	\$ 338,551.20	\$ -	\$ 338,551.20	\$ -	20150106	1	GREENMAN PEDERSEN INC
63400 SAN001	CAP	CFPW14000056	1		2	\$ 0.01	\$ -	\$ 0.01	\$ -	20150107	1	GREENMAN PEDERSEN INC

George Maragos
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: Greenman-Pedersen, Inc.

CONTRACTOR ADDRESS: 325 West Main Street, Babylon, NY 11702

FEDERAL TAX ID #: 11-2537074

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. X The contractor was selected pursuant to a Request for Proposals.

The Contract was entered into after a written request for proposals was issued on September 23, 2015. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday, posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on October 9, 2015. Fourteen (14) proposals were received and evaluated. The evaluation committee consisted of Kenneth G. Arnold, P.E., Assistant to Commissioner; Richard P. Millet, Chief Deputy Commissioner; Aryeh Lemberger, Unit Head, Traffic Engineering Unit; Sheila Dukacz, Signal Management Section Head; and Michael Hagan, P.E., Traffic Engineer I. The proposals were scored and ranked. As a result of the scoring and ranking, the five highest-ranking proposers were 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.

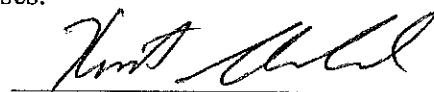
VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications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

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 the 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

1/21/16

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. 09/15

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Office of the County Executive
Att: Richard R. Walker, Chief Deputy County Executive

FROM: Department of Public Works

DATE: November 24, 2015

SUBJECT: Recommendation to Engage Services of Consultant
Traffic Engineering On-Call Services
Project Number T62500-01D

This Department intends to procure "On-Call" Traffic Engineering Services for our Traffic Engineering Unit. The services typically provided under an "On-Call" Services agreement include general traffic engineering, inspection, drafting, data collection, traffic signal designs, pavement marking designs, capacity analyses, traffic signal warrant studies, preparation and/or review of traffic impact studies, design of traffic calming measures and asset management system development.

A team of five (5) engineers conducted the consultant selection process and established a technical ranking based upon the evaluation of proposals. The review team included: Kenneth G. Arnold, P.E., Assistant to Commissioner; Richard P. Millet, Chief Deputy Commissioner; Aryeh Lemberger, Unit Head, Traffic Engineering Unit; Sheila Dukacz, Signal Management Section Head; and Michael Hagan, P.E., Traffic Engineer I.

In reply to our Request for Proposals, which was advertised in Newsday and on the County website, we received proposals from fourteen firms. In accordance with County Executive Order No. 1-1993 and Board of Supervisors Resolution 928-1993, these proposals were reviewed. The fourteen (14) firms that submitted proposals for review along with the results of the technical ranking and their proposed multipliers for design and inspection work are shown in the chart below.

Firm	Technical Score	Technical Rank	Design/Inspection Multiplier
Greenman-Pedersen, Inc.	95.4	1	2.60/2.20
Nelson & Pope Engineers & Surveyors	93.4	2	2.65/2.20
LiRo Engineers, Inc.	85.4	3	2.50/2.50
L.K. McLean Associates, P.C.	84.8	4	2.50/2.25
The RBA Group	83.8	5	2.50/2.25
Cameron Engineering & Associates, LLP	79.8	6	2.75/2.40
M&J Engineering, P.C.	79.4	7	2.30/2.30
Parsons Brinckerhoff	72.6	8	2.827/2.827
Cashin Associates, P.C.	71	9	2.80/2.50
Lockwood, Kessler & Bartlett, Inc.	68	10	2.7/2.3
Schneider Engineering, PLLC	67.6	11	3.00/3.00
SIMCO Engineering, P.C.	67.2	12	2.49/2.49
Gibbons, Esposito & Boyce Engineers, P.C.	63.6	13	2.70/2.30
VHB Engineering, Surveying and LA, P.C.	Disqualified	14	N/A



It should be noted that no specific cost proposals were requested with this RFQ/RFP since the services are of an "On-Call" nature and a specific scope of work cannot be defined. The Department intends to award "on-call" agreements to the five (5) highest ranked firms. The firms selected will be required to submit a cost proposal on a case by case basis for review and approval for each item of work proposed under this agreement. Payments to the firms will be based on actual salaries paid to their personnel times a multiplier. Since there is no specific scope of work, there is no specific cost identified. However, based on previous years, we estimate approximately \$600,000.00 worth of work through this agreement. The agreements would have a term of two (2) years with the option to extend for one (1) additional year. Each firm, as part of this RFQ/RFP, was requested to submit a proposed multiplier for design services and a proposed multiplier for inspection services. These multipliers will be capped at a rate to be determined through contract negotiations.

The Department recommends that the following firms be retained for these services:

Firm/Address	Proposed Sub-Consultants/Address/MBE/WBE
Greenman-Pedersen, Inc. 325 West Main Street Babylon, NY 11702	M & J Engineers, P. C. (MBE) 52 South Terrace Place Valley Stream, NY 11580 TRIP Consultants Corp. 311 85th Street Brooklyn, NY 11209
Nelson & Pope Engineers & Surveyors 572 Walt Whitman Road Melville, NY 11747	Traffic Databank (MBE) 716 South Sixth Avenue Mt. Vernon, NY 10550 B. Thayer Associates (WBE) 100 Crossways Park Drive West Suite 104 Woodbury, NY 11797
LiRo Engineers, Inc. 3 Aerial Way Syosset, NY 11791	American Traffic Information, Inc. 336 Pulaski Avenue Staten Island, NY 10303 Traffic Counts Collecting, Inc. (WBE) 65-39 Maurice Avenue Woodside, NY 11377 Wiley Engineering, P.C. (MBE) 800 Veterans Memorial Highway Suite 302 Hauppauge, NY 11788
L.K. McLean Associates, P.C. 437 South Country Road Brookhaven, NY 11719	CSM Engineering, P.C. (WBE) 626 RXR Plaza Uniondale, NY 11556 Wiley Engineering, P.C. (MBE) 800 Veterans Memorial Highway Suite 302 Hauppauge, NY 11788

Office of the County Executive
Att: Richard R. Walker, Chief Deputy County Executive
November 24, 2015
Page three
SUBJECT: Recommendation to Engage Services of Consultant
Traffic Engineering On-Call Services
Project Number T62500-01D

The RBA Group, Inc.
40 Marcus Drive
Suite 201
Melville, NY 11747

Wiley Engineering, P.C. (MBE)
800 Veterans Memorial Highway
Suite 302
Hauppauge, NY 11788

Traffic Databank (MBE)
716 South Sixth Avenue
Mt. Vernon, NY 10550
Traffic Counts Collecting, Inc. (WBE)
65-39 Maurice Avenue
Woodside, NY 11377

In accordance with procedural guidelines, CSEA has been notified of this proposed agreement.

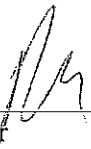
Please indicate whether you approve or disapprove of our recommendation and return this memo to this office for appropriate action.


Richard P. Millet
Chief Deputy Commissioner

RPM:KGA:AL:pl

c: Shila Shah-Gavnoudias, Commissioner
Kenneth G. Arnold, Assistant to Commissioner
Aryeh Lemberger, Unit Head, Traffic Engineering Unit
Sheila Dukacz, Section Head, Signal Shop
Michael Hagan, Traffic Engineer I
Jonathan Lesman, Management Analyst II

APPROVED:


Richard R. Walker
Chief Deputy County Executive

12/1/2015
Date

DISAPPROVED:

Richard R. Walker
Chief Deputy County Executive

Date

REQUEST TO INITIATE

RTI Number 15-0290

REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSAL/REQUEST FOR BID CONTRACT

PART I: Approval by the Deputy County Executive for Operations must be obtained prior to ANY RFQ/RFP/RFBC

☐ RFQ ☒ RFP ☐ RFBC ☐ In-House or Requirements Work OrderProject Title: Traffic Engineering "on-call"Department: Public Works Project Manager: A. Lemberger Date: 7/8/15Service Requested: Traffic Engineering on-call servicesJustification: The Traffic Engineering Unit of DPW requires specialized assistance on an on-call basis.Requested by: DPW Department/Agency/OfficeProject Cost for this Phase/Contract: (Plan/Design/Construction/CM/Equipment) _____
Circle appropriate phaseTotal Project Cost: TBD
Includes, design, construction and CMDate Start Work: 1/1/16
Phase being requestedDuration: 2 years
Phase being requestedCapital Funding Approval: YES ☒ NO ☐

SIGNATURE

DATE

Funding Allocation (Capital Project):
See Attached Sheet if multiple ☐NIFS Entered: _____
SIGNATURE DATEAIM Entered: Anthony Marino 9-11-15
SIGNATURE DATEFunding Code: 62500 000
use this on all encumbrancesTimesheet Code: 15-0290
use this on timesheets

State Environmental Quality Review Act (SEQRA):

Type II Action ☒ or, Environmental Assessment Form Required ☐

Supplemental Environmental Documentation _____

Department Head Approval: YES ☒ NO ☐

SIGNATURE

DCE/Ops Approval: YES ☐ NO ☐

SIGNATURE

PART II: To be submitted to Chief Deputy County Executive after Qualifications/Proposals/Contracts are received from Responding vendors.

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

DCE/Ops Approval: YES NO Signature _____

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

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

FROM: Department of Public Works

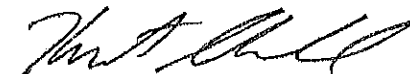
DATE: November 17, 2015

SUBJECT: CSEA Notification of a Proposed DPW Contract
Requirements Contract
Proposed Contract No: T62500-01D

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

1. DPW plans to recommend a contract/agreement for the following services:
"On-Call" Traffic Engineering Services for the Department's Traffic Engineering Unit.
2. The work involves the following: Providing traffic engineers, inspectors, draftsmen, technicians and other staff on an "as needed" basis for various traffic engineering related projects including, but not limited to: traffic signal designs, pavement marking designs, capacity analyses, traffic signal warrant studies, data collection, preparation and/or review of traffic impact studies, traffic signal inspection, and asset management system development.
3. An estimate of the cost is: \$600,000.00
4. An estimate of the duration is: Twenty-four (24) months

Should you wish to propose an alternative to the proposed contract/agreement, please respond within ten (10) days to: Department of Public Works, Att: Kenneth G. Arnold, Assistant to Commissioner, telephone 1-9607, fax 1-9657.



Kenneth G. Arnold
Assistant to Commissioner

KGA:WSN:AL:pl

c: Christopher Fusco, Director, Office of Labor Relations
Brian Libert, Deputy Director, Office of Labor Relations
Keith Cromwell, Office of Labor Relations
Rakhal Maitra, Deputy Commissioner
William S. Nimmo, Deputy Commissioner
Aryeh Lemberger, Unit Head, Traffic and Engineering Unit
Patricia Kiyo, Unit Head, Human Resources Unit
Loretta Dionisio, Hydrogeologist II



E-45.14

RULES RESOLUTION NO. 54 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND GREENMAN-PEDERSON, INC.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 3-7-16
VOTING:
ayes 4 nays 0 abstained 3 recused 0
Legislators present: 7

WHEREAS, the County has negotiated a personal services agreement with Greenman-Pederson, Inc. for "On-Call" Traffic Engineering 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 said agreement with Greenman-Pederson, Inc.

CONTRACT FOR SERVICES

THIS AGREEMENT (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date this Agreement is executed by the County of Nassau, between (i) County of Nassau Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") acting for and on behalf of Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County") and (ii) Greenman-Pedersen, Inc., a consultant firm having its principal office at 325 West Main Street, Babylon, NY 11702 (the "Firm" or the "Contractor").

WITNESSETH:

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

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

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

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

1. Term. This term of this Agreement shall commence on the date on which this Agreement is executed by the County (the "Commencement Date") and terminate on December 31, 2017 (the "Expiration Date") unless sooner terminated or extended in accordance with its terms. Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend this Agreement for a period of up to one (1) year by delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date. The Agreement so extended shall be on the same terms, conditions and covenants as during the initial term except that the Expiration Date shall be modified in accordance with the notice of extension.

2. Services, Extra Services and Reimbursable Expenses.

(a) The services to be provided by the Firm under this Agreement, on an as needed basis, consist of, but may not be limited to general traffic engineering, signal design, roadway geometry design, pavement marking design, sign design, general design services, construction inspection services, construction management services, data collection, traffic analyses, Computer Aided Design (CAD) and drafting, signal warrant surveys, left turn warrant surveys, traffic impact analyses, traffic counting services, general traffic studies, traffic signal progression studies, fiber optic communication design, Synchro analyses, traffic calming studies, management systems development, traffic management center construction and operations, providing traffic engineers, providing intelligent transportation system specialists, and providing technicians. The specific work divisions and deliverables related to this project are more particularly described in the "Detailed Scope of Services," attached hereto and hereby made a part hereof as Exhibit "A".

(b) At any time during the term of this Agreement, the Department may, in its sole and absolute discretion, require the Firm to perform Extra Services. The Firm shall not perform, nor be compensated for, Extra Services without the prior written approval of the Commissioner. The Firm agrees to perform any such Extra Services in accordance with the terms and conditions contained in this Agreement. As used herein, "Extra Services" means additional services which are (i) generally within the scope of services set forth in this Agreement, (ii) necessary or in furtherance of the goals of this Agreement and (iii) not due to the fault or negligence of the Firm.

(c) The following items are not included in the Firm's fee, and shall be reimbursable at an actual cost as expenditures in the interest of the project, provided they have been approved in advance by the Department in writing, and are subject to compliance with the County's bill paying procedures:

(1) The direct cost of expenses for travel to locations other than the County and or the

project site, including transportation (coach unless otherwise authorized by the Department), reasonable meal and lodging expenses, at rates established by the County for its own employees, and as have been approved in advance by the Department.

(2) Testing Laboratory Services, controlled inspections, and the like.

(3) Messenger service and cables as not necessarily incurred in the performance of services hereunder by the Firm and their sub-consultants.

(4) Final models, photographs and renderings as requested by the County.

(5) Reproduction of design development and construction document drawings, specification, reports, and other documents furnished to, or on behalf of the County in excess of five (5) copies each. Any items prepared on behalf on the Firm or their sub-consultants shall not be paid for by the County.

(6) Direct costs incurred in the relocation of the Firm's temporary field offices.

(7) Other comparable expenses as approved by the Department.

3. Payment.

(a) Amount of Consideration. The amount to be paid to the Firm as full consideration for the Firm's services under this Agreement shall be payable as set forth in the "Payment Schedule," attached hereto and made a hereby part hereof as Exhibit "B". Notwithstanding the foregoing, the maximum amount to be paid to the Firm for the Firm's services under this Agreement, including any Extra Services that may be so authorized, shall not exceed **Six Hundred Thousand (\$600,000.00)** dollars.

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

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

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

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Firm 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 Firm received notice that the County did not desire to receive such services.

(f) Payments Relating to Services Rendered by Subcontractors. The County retains the right, but not the obligation, prior to making any payment to the Firm, to demand that the Firm furnish to the County, proof acceptable to the County, in its sole and absolute discretion, that all due and payable claims made by subcontractors in connection with this Agreement have been paid to date or are included in the amount being requested by the Firm.

4. Ownership and Control of Work Product

(a) Copyrights.

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

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

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

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

(b) Patents and Inventions. Any discovery or invention arising out of or developed in the course of performance of this Agreement shall be promptly and fully reported to the Department, and if this work is supported by a federal grant of funds, shall be promptly and fully reported to the Federal Government for determination as to whether patent protection on such invention shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest.

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

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

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

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

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

7. Compliance with Law.

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

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

- (i) Firm 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, such breach being determined solely by the County. Firm has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) On a yearly basis, Firm shall provide the County with any material changes to its Certificate of Compliance, attached hereto and hereby made a part hereof as Appendix "L."

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Firm acknowledges that Firm's 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 Firm of such request prior to disclosure of the Information so that the Firm may take such action as it deems appropriate.

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

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

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

9. Indemnification; Defense; Cooperation.

(a) The Firm 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 Firm or a Firm's 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 Firm shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Firm shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Firm'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 Firm is responsible under this Section, and, further to the Firm's indemnification obligations, the Firm shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Firm shall, and shall cause Firm's 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 Firm and/or a Firm's Agent in connection with this Agreement.

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

10. Insurance.

(a) Types and Amounts. The Firm shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Firm'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 Firm 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 Firm shall be solely responsible for the payment of all deductibles to which such policies are subject. The Firm 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 Firm 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 Firm shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Firm 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 Firm to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Firm to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

11. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii)

waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

12. Termination.

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

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

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

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

13. Accounting Procedures; Records. The Firm shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Firm is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

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

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

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

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

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

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

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

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

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

(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.

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

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

21. Administrative Service Charge. The Firm agrees to pay the County an administrative

service charge of five hundred thirty three dollars (\$533) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by the Firm upon signing this Agreement.

22. Joint Venture.

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

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

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


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

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

{Remainder of page intentionally lefty blank}

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

GREENMAN-PEDERSEN, INC.

By: _____

Name: M. Denise Carter, P.E.

Title: Sr. Vice President / Branch Manager

Date: January 14, 2016

NASSAU COUNTY

By: _____

Name: _____

Title: County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

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

On the ____ day of January in the year 2016 before me personally came M. Denise Carter, P.E. to me personally known, who, being by me duly sworn, did depose and say that she resides in the County of Nassau; that she is the Sr. VP / Branch Manager of Greenman-Pedersen, Inc., 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

Aden Ringel

ADEN RIMPEL
Notary Public, State of New York
No. 01R16077065
Qualified in Suffolk County
Commission Expires July 1, 2018

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

On the ____ day of _____ in the year 20__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

EXHIBIT "A"

DETAILED SCOPE OF SERVICES

The services to be provided by the firm under this agreement shall consist of all required professional services for the various traffic engineering assignments, including but not limited to general traffic engineering, signal design, roadway geometry design, pavement marking design, sign design, general design services, construction inspection services, construction management services, data collection, traffic analyses, Computer Aided Design (CAD) and drafting, signal warrant surveys, left turn warrant surveys, traffic impact analyses, traffic counting services, general traffic studies, traffic signal progression studies, fiber optic communication design, Synchro analyses, traffic calming studies, management systems development, traffic management center construction and operations, providing traffic engineers, providing intelligent transportation system (ITS) specialists, providing CAD operators, and providing technicians ("Services").

The Firm shall be responsible for obtaining all required approvals, permits, certifications, and clearances from the appropriate Federal, State and local authorities, if any, necessary to complete the project.

The Firm shall provide copies of any and all sample/test reports, design calculations and other data to the County. Copies of all drawings and specifications shall also be provided to the County in electronic format. Any drawings are to be prepared in a computerized format suitable for incorporation into the County's GIS. All CAD drawings and designs shall be provided in a County approved format and in conformance with the layering standards developed by the Traffic Engineering Unit.

Upon the County's request, at any time during the term of this Agreement, the Firm shall change or revise any or all drawings and specifications.

The Firm shall evaluate potential changes, budget and schedule impacts.

The Firm shall attend, with subcontractors as appropriate or requested by the County, all regularly scheduled meetings. The Firm shall prepare and distribute meeting minutes for all meetings unless otherwise directed by the County.

The County shall develop a detailed scope of work for each potential assignment to be undertaken as part of this Agreement. The Firm will be required to submit a scope of work, staffing chart and cost proposal specific to the detailed scope of work requested by the County.

This Agreement is an on-call services agreement. Nothing contained in this Agreement shall be deemed to assign, or guarantee assignment of, any work to the Firm. This Agreement allows the Firm to send the County a proposal in the event the County requires services covered in this Agreement. Any work that may be assigned to the Firm is subject to all terms and conditions contained in this Agreement.

Appendix "B"

Payment Schedule

Payment to the Firm for all services as outlined in "Exhibit A," including any extra services that may be authorized under this Agreement, shall be made as follows:

- A. The Firm shall be paid on the basis of **2.60** times the actual salaries or wages paid to the technical personnel engaged in this phase of the work, other than inspection services and **2.20** times the actual salaries or wages paid to the technical personnel engaged in the work for inspection services, exclusive of payroll taxes, insurance, and any and all fringe benefits. The Firm shall be compensated for such services performed by principals, while engaging in a technical capacity in the project, on the same basis as technical personnel. Notwithstanding the foregoing, the maximum billable rate, after application of the multiplier, shall not exceed **one hundred seventy five dollars (\$175.00) per hour**.
- B. With regard to any task for which payment is calculated on the basis of a multiple of salary, it is understood and agreed that the County will utilize the Firm's approved Personnel List which is currently active and in use in connection with the Firm's services on other County Public Works projects. In the event there is no current Personnel List, or if an existing list is incomplete, then the Firm will submit either such Personnel List setting forth names, classifications, and hourly rates, or if necessary, submit a supplement to an active list, at the time the proposal is presented. In either case, the prior written approval of the Commissioner is required. It is the County's intention hereby that the salary to be reimbursed to the Firm for a named employee shall be the same for said employee on all current County agreements with the Firm.
- C. The firm may grant an employee a salary increase within a classification or by a change of classification. The intention to grant an employee a salary increase within a classification, or to change his or her classification, must be communicated in writing by the Firm to the Commissioner at least one month prior to the effective date of the increase or change of classification. The prior, written approval of the Commissioner is required. If the Firm hires new employees whom they wish to assign to work on this project, they must submit such employees' names, their titles and proposed salaries, and receive prior written approval from the Commissioner.
- D. Claims for services performed shall be accompanied by a certified statement setting forth the names of the persons performing the work, the title held by each person, their hourly rates, the number of hours worked and the total compensation earned. All claims for compensation shall be made upon forms supplied by the County Comptroller, and shall be approved for payment by the Commissioner or his designee. The payroll records of the Firm shall be available for inspection and audit as required.
- E. Overtime - Payment vouchers which include overtime shall not be approved by the Department without the Firm having obtained prior written approval of the Department for such overtime. The premium pay for overtime, above the straight hourly rate shall not be subject to any multiplier. In computing the cost to the County for overtime work performed, the overtime period shall be paid at the straight hourly rate times the applicable multiplier, plus the overtime premium cost incurred.
- H. Extra Services or Additional Costs. If the Firm is required to perform extra services, or incurs additional expenses due to substantial changes ordered by the Department, which changes are not due to the fault or negligence of the Firm; the Firm shall be compensated for such extra expense and services. Payment terms for any additional services shall be as mutually agreed by the Department and Firm, as either a lump sum or based on actual salaries of personnel as stipulated herein and calculated in accordance with either paragraph A above. Such extra services are to be provided only after written authorization by the Department.

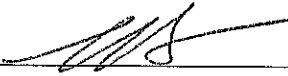
APPENDIX C
DISCLOSURE STATEMENT

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE STATEMENT

1. Name of Firm: Greenman - Pedersen, Inc.
Address: 325 West Main Street
City and State: Babylon, NY Zip Code 11702
2. Firm's Vendor Identification Number: 11-2537074
3. Type of Business:
☐ Public Corp. ☐ Partnership ☐ Sole Proprietorship ☐ Joint Venture
☐ Ltd Liability Company ☒ Closely Held Corp. ☐ Other (specify)
4. List names and address 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 sheet (s) if necessary)
- Ralph Csogi, P.E., CEO/President, [REDACTED]
Gary T. Etter, P.E., COF, [REDACTED]
Michael J. Buoncore, CFC [REDACTED]
M. Denise Carter, P.E., Sr. VP/Branch Manager [REDACTED]
5. List all names and address 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 10K form in lieu of completing this section) (attach additional sheet (s) if necessary).
- As of October 1, 2006, 100% of Greenman-Pedersen, Inc. is owned by Greenman-Pedersen, Inc. Employee Stock Ownership Trust (ESOT)
6. List all affiliated and related companies and their relationship to the firm entered on line 1 (one) above [if none, enter "None"] (* include a separate disclosure form for each affiliated or subsidiary company) (attach additional sheet (s) if necessary). None

7. VERIFICATION: This section must be signed by a principal of the Consultant, Contractor or Vendor authorized as signator 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 own knowledge, true.

Dated January 15, 2016

Signed 
Print Name M. Denise Carter, P.E.
Title Sr. Vice President / Branch Manager

COUNTY OF NASSAU

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

1. Name of the Entity: Greenman- Pedersen, Inc.
Address: 325 West Main Street
City, State and Zip Code: Babylon, NY 11702
2. Entity's Vendor Identification Number: 11 -2537074
3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture
☐ Ltd. Liability Co ☒ Closely Held Corp ☐ Other (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):
Ralph Csogi, P.E., CEO/President, [REDACTED]
Gary T. Etter, P.E., COF, [REDACTED]
Michael J. Buoncore, CFO/Sr. VP, [REDACTED]
M. Denise Carter, P.E., Sr. VP/Branch Manager [REDACTED]
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.

As of October 1, 2006, 100% of Greenman-Pedersen, Inc. is owned by Greenman-Pedersen, Inc. Employee Stock Ownership Trust (ESOT)

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

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). 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, or to otherwise engage in lobbying as the term is defined herein. 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.

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

None

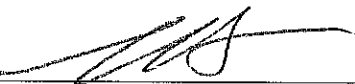
(b) Describe lobbying activity of each lobbyist. **See page 4 of 4 for a complete description of lobbying activities.**

(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.

Dated: January 15, 2016

Signed: 

Print Name: M. Denise Carter, P.E.

Title: Sr. Vice President / Branch Manager

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

N/A

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

N/A

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

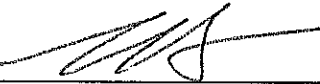
N/A

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

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

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.

Dated: 01/15/16

Signed: 

Print Name: M. Denise Carter, P.E.

Title: Sr. VP / Branch Manager

Page 4 of 4:

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.

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

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

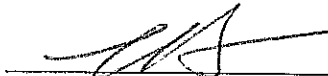
(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

M. Denise Carter, Senior Vice President/ Branch Manager

01/15/16

Name and Title of Authorized Representative

m/d/yy



Signature

01/15/16

Date

Greenman-Pedersen, Inc.

Name of Organization

325 West Main Street, Babylon, NY 11702

Address of Organization

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered and the 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/ PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name M. Denise Carter
Date of birth 10 / 16 / 1960
Home address [REDACTED]
City/state/zip [REDACTED]
Business address 325 West Main Street
City/state/zip Babylon, NY 11702
Telephone 631.587.5060
Other present address(es) n/a
City/state/zip _____
Telephone _____
List of other addresses and telephone numbers attached _____

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

President / / Treasurer / /
Chairman of Board / / Shareholder / /
Chief Exec. Officer / / Secretary / /
Chief Financial Officer / / Partner / /
Sr. Vice President 07 / 15 / 2000
(Other) _____

3. Do you have an equity interest in the business submitting the questionnaire?
NO X YES 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? NO X YES 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? NO X YES ; 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? NO X YES 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? NO X YES ____ If Yes, provide details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO X YES ____ If Yes, provide details for each such instance.
 - 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? NO X YES ____ If Yes, provide details for each such instance.
 - 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? NO X 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? 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.)
- a) Is there any felony charge pending against you? NO X YES ____ If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? NO X YES ____ If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? NO X 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 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? NO X 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 X 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 X YES ____ If Yes, provide details for each such occurrence.

9. 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? NO X YES ____ If Yes, provide details for each such investigation.
10. 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? NO X YES ____ If Yes; provide details for each such investigation.
11. 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? NO X YES ____ If Yes; provide details for each such instance.
12. 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? NO X YES ____ If Yes, provide details for each such year.

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/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, M. Denise Carter, P.E., 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 County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; 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 questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 15 day of January 2016



Notary Public

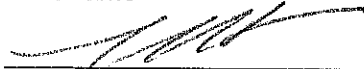
ADEN RIMPEL
Notary Public, State of New York
No. 01RI6077065
Qualified in Suffolk County
Commission Expires July 1, 2018

Greenman - Pedersen, Inc.

Name of submitting business

M. Denise Carter, P.E.

Print name



Signature

Sr. Vice President / Branch Manager

Title

01 / 15 / 2016

Date

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~~ ^{Sr. Vice President} of the Contractor is:

M. Denise Carter, P.E. (Name)

325 West Main Street, Babylon, NY 11702 (Address)

631-587-5060 (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 X 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:

Please see, Secretary of the Labor Cabinet Commonwealth of Kentucky

v. GPI Greenman Pedersen, Inc., KOSHRC Docket No. 4769-10.

disclosed in response 14(e) of the Business History Form

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action X 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:

Please see, Secretary of the Labor Cabinet Commonwealth of Kentucky

v. GPI Greenman Pedersen, Inc., KOSHRC Docket No. 4769-10.

disclosed in response 14(e) of the Business History Form

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

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

October 7, 2015

Dated




Signature of ~~Chief Executive Officer~~
Senior Vice President

M. Denise Carter, P.E.

Name of Chief Executive Officer

Sworn to before me this

7th day of October, 2015.


Notary Public

ADEN RIMPEL
Notary Public, State of New York
No. 01RI6077085
Qualified in Suffolk County
Commission Expires July 1, 2018

Business History Form

In addition to the submission of bids/proposals, as applicable, each bidder/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 bid/proposal.

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

Date: January 15, 2016

1) Bidder's/Proposer's Legal Name: Greenman-Pedersen, Inc.

2) Address of Place of Business: 325 West Main Street, Babylon, NY 11702

List all other business addresses used within last five years: See attached

3) Mailing Address (if different): _____

Phone: 631-587-5060

Does the business own or rent its facilities? Own

4) Dun and Bradstreet number: 0659-3532

5) Federal I.D. Number: 11-2537074

6) The bidder/proposer is a (check one): Sole Proprietorship Partnership
X Corporation Other (Describe)

7) Does this business share office space, staff, or equipment expenses with any other business?
Yes X No If Yes, please provide details: See attached

8) Does this business control one or more other businesses? Yes X No If Yes, please provide details: See attached

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes X No If Yes, provide details: See attached

10) Has the bidder/proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes No X 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 bidder/proposer, during the past seven years, been declared bankrupt? Yes ___ No X
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 X No ___ If Yes, provide details for each such investigation. See attached

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 X No ___ If Yes, provide details for each such investigation. See attached

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? No X Yes ___ If Yes, provide details for each such charge. See attached explanation

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

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? No X Yes ___ If Yes, provide details for each such conviction See attached explanation

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

occurrence. See attached

- 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? No X Yes ____; If Yes, provide details for each such instance. _____
-
-

- 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? No X Yes ____ 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. _____
-
-

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:

(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 as collection agent on behalf of Nassau County.

(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 as collection agent on behalf of Nassau County.

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

- 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.

a) No Conflict of Interests Exist

b) GPI is fully committed to maintaining a high standard of ethical business conduct and has an established business ethics and conduct policy. Every employee is required to comply with and sign off on the GPI policy which includes required reporting/disclosure of any conflicts of interests.

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/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Michael J. Buoncore., 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 County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; 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 questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 15 day of January 2016

Aden Rimpel
Notary Public

ADEN RIMPEL
Notary Public, State of New York
No. 01RI6077065
Qualified in Suffolk County
Commission Expires July 1, 2018

Name of submitting business: Greenman-Pedersen, Inc.

By: Michael J. Buoncore

Michael J. Buoncore
Print name
Signature

CFO / Treasurer / Sr. VP
Title

01 / 15 / 2016
Date

GREENMAN-PEDERSEN, INC.
EIN #: 11-2537074

January 5, 2016

NASSAU COUNTY DEPARTMENT OF PUBLIC Works
BUSINESS HISTORY FORM

QUESTION 2

List all other business addresses used within the last five years:

Babylon Satellite Offices
21 West 38th Street
6th Floor
New York, NY 10008

ALBANY, NY OFFICE
80 Wolf Road, Suite 300
Albany, NY 12205

Satellite Offices
150 Dorset Street, PMB 248
South Burlington, VT 05403

34871 Olive Tree Lane
Yucalpa, CA 92399

620 North J Street
Tacoma, WA 98403

BUFFALO, NY OFFICE
4950 Genesee Street, Suite 165
Buffalo, NY 14225

Satellite Offices
20 Wildbriar Street, Suite E
Rochester, NY 14623

Thomas Wolanski, Engineering Manager
200 Harrison Street, Suite H-2
Jamestown, NY 14701

MONTEBELLO, NY OFFICE
400 Reila Boulevard, Suite 207
Montebello, NY 10901

SCRANTON, PA OFFICE
50 Glenmaura National Boulevard, Suite 301
P.O. Box 5777
Scranton, PA 18505

Satellite Office
4900 Ritter Road, Suite 110
Mechanicsburg, PA 17055

WILMINGTON, MA OFFICE
181 Ballardvale Street, Suite 202
Wilmington, MA 01887

ROCKVILLE, MD OFFICE
530 Gaither Road, Suite 100
Rockville, MD 20850

Tallahassee, FL
1590 Village Square Boulevard
Tallahassee, FL 32309

ANNAPOLIS JUNCTION, MD OFFICE
10977 Guilford Road
Annapolis Junction, MD 20701

Satellite Offices
31 1/2 Monument Square
Urbana, OH 44017

601 West Bagely Road
Berea, OH 44017

7870 Thorndike Road
Greensboro, NC 27409

LEBANON, NJ OFFICE
100 Corporate Drive, Suite 301
Lebanon, NJ 08833

Satellite Offices
458 Woodbine-Oceanview Road, Unit B
Oceanview, NJ 08230

55 Shrewsbury Avenue Suite A
Red Bank, NJ 07701

Tampa, FL
1000 North Ashley Drive Suite 100
Tampa, FL 33602

Satellite Offices
423 South Keller Road Suite 300
Orlando, FL 34474

328 NE 1st Ave, Suite 200
Ocala, FL 34470

12 South Main Street
Brooksville, FL 34601

Wilmington, MA
181 Ballardvale Street, Suite 202
Wilmington, MA 01887

Satellite Office
14 Manchester Square, Suite 150
Portsmouth, NH 03801

176 Main Street
Southbridge, MA 01550

GREENMAN-PEDERSEN, INC.
EIN#: 11-2537074

January 07, 2016

**NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
BUSINESS HISTORY FORM**

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

FEIN 35-2221195

GPI Engineering and Surveying, LLP

325 West Main Street, Babylon, New York 11702

Item(s) shared ☒ Space ☒ Staff ☒ Equipment ☒ Expenses

FEIN 38-2563749

Corrosion Control Consultants and Labs, Inc.

4403 Donker Court SE, Kentwood, MI 49512

Item(s) shared ☒ Space ☒ Staff ☒ Equipment ☒ Expenses

FEIN 38-3390280

Tinklenberg Associates, LLC

4403 Donker Court SE, Kentwood, MI 49512

Item(s) shared ☒ Space ☒ Staff ☒ Equipment ☒ Expenses

FEIN 56-1917382

Independent Mapping Consultants, Inc.

508 5th Street, Ste. 150, Charlotte, NC 28202

Item(s) shared ☒ Space ☒ Staff ☒ Equipment ☒ Expenses

FEIN 80-0316965

Keller & Kirkpatrick, Inc.

301 Gibraltar Drive, Suite 2A, Morris Plains, New Jersey 07950

Item(s) shared ☒ Space ☒ Staff ☒ Equipment ☒ Expenses

FEIN 32-0363167

GPI Michigan Inc.

4403 Donker Court SE, Kentwood, MI 49512

Item(s) shared ☒ Space ☒ Staff ☒ Equipment ☒ Expenses

FEIN 59-2405375

Underwater Engineering Services, Inc.

3306 Enterprise Road, Fort Pierce, FL 34982

Item(s) shared ☒ Space ☒ Staff ☒ Equipment ☒ Expenses

FEIN 45-0535502

Aerial Cartographics of America, Inc.

423 South Keller Road, Suite 300, Orlando, FL 32810

Item(s) shared ☒ Space ☒ Staff ☒ Equipment ☒ Expenses

GREENMAN-PEDERSEN, INC.
EIN #: 11-2537074

Updated January 7, 2016

NASSAU COUNTY DEPARTMENT OF PUBLIC Works
BUSINESS HISTORY FORM

QUESTION 8

Does the business control one or more other businesses? YES

SUBSIDIARY:

Corrosion Control Consultants & Labs, Inc.
4403 Donker Court S. E., Kentwood, MI 49512
FEIN: 38-2563749 From 06/01/08 to Present

Keller & Kirkpatrick, Inc.
301 Gibraltar Drive, Suite 2A, Morris Plains, New Jersey 07950
FEIN: 80-0316965 From 01/01/09 to Present

GPI Michigan, Inc.
4403 Donker Court S.E., Kentwood, MI49512
FEIN: 32-0363167 From 12/23/2011 to Present

GREENMAN-PEDERSEN, INC.
EIN #: 11-2537074

Updated January 07, 2016

NASSAU COUNTY DEPARTMENT OF PUBLIC Works
BUSINESS HISTORY FORM

QUESTION 9

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

AFFILIATES:

Aerial Cartographics of America, Inc.
FEIN 45-0535502
423 South Keller Road
Suite 300
Orlando, FL 32810

Independent Mapping Consultants, Inc.
FEIN 56-1917382
508 West 5th Street
Suite 150
Charlotte, NC 28202

Underwater Engineering Services, Inc.
FEIN 59-2405375
3306 Enterprise Road
Suite 103
Fort Pierce, FL 34982

SUBSIDIARY OF OR CONTROLLED: N/A

Question 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 (Refer to Additional Backup)

i) State of Florida v Patricia Ann Marazzi, Circuit Court St. Lucie County, Florida Docket No. 562010CF002075A. Based on an internal audit, there was evidence that Patricia Marazzi, former Vice President, of Instrument Sales, Inc., a Florida based retail sales affiliate of Greenman-Pedersen, Inc., which was dissolved effective November, 2013, improperly diverted company money for personal use. Ms. Marazzi was terminated on February 16, 2010, and charges were filed with the local police department. Internal controls of Instrument Sales, Inc. were subsequently reviewed and refined to facilitate detection of any similar situation. GPI has no actual knowledge that the wrongdoing which was discovered involved any government entity.

Ms. Marazzi pled no contest to the charge of First Degree Grand Theft, and was sentenced in May, 2011. Ms. Marazzi was released from custody on December 1, 2013 under actively supervised probation. Her probation period is set for seven years and is scheduled to end on November 30, 2020.

Since her termination in February 2010, the only relationship between GPI and Ms. Marazzi is monies owed to her through ERISA governed plans including a GPI Employee Stock Ownership Plan and 401(K), which accrued during her period of employment.

ii) The People of the State of New York v. American Standard Testing and Consulting Laboratories, Inc., et al, New York State, Supreme Court, Crim. Case # 03439-2011. On August 4, 2011, GPI learned that American Standard Testing and Consulting Laboratories ("ASTC"), a company unrelated to GPI, was the subject of an indictment in a fraud case. GPI also came to learn that an officer of GPI, Michael Rabkin, New York, was one of the defendants charged in the indictment. Mr. Rabkin had been moonlighting for ASTC without GPI's knowledge and in violation of existing company policy. In light of the serious nature of the charges and that Mr. Rabkin's moonlighting was against company policy, GPI terminated the employment of Mr. Rabkin effective as of August 5, 2011, the day after it had knowledge of the matter. GPI had no prior knowledge of the issues which were the subject of the indictment. No action has been taken against GPI in this matter.

Based on publicly available information, in The People of the State of New York v. American Standard Testing and Consulting Laboratories, Inc., et al, New York State, Supreme Court, Crim. Case # 03439-2011. Michael Rabkin, a former officer of GPI, pled guilty to two counts of Falsifying Business Records in the First Degree on or about December 13, 2012 in connection with a portion of the indictment related to the apparently private, Citigroup project, count 25, and was sentenced on August 11, 2015 to Three Years Conditional Discharge.

Responded to



GPI reserves the right to supplement information provided on the Lists in the event additional responsive material becomes known. Lists were prepared based on actual knowledge of the preparer after reasonable search and inquiry.

Question 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 (Refer to Additional Back Up Documentation)

See, The People of the State of New York v. American Standard Testing and Consulting Laboratories, Inc., et al, New York State, Supreme Court, Crim. Case # 03439-2011, disclosed in response to question 12.

See, State of Florida v. Patricia Ann Marazzi, Circuit Court St. Lucie County, Florida Docket No. 562010CF002075A, disclosed in response to question 12.

GPI reserves the right to supplement information provided on the Lists in the event additional responsive material becomes known. Lists were prepared based on actual knowledge of the preparer after reasonable search and inquiry.

Question 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. (Refer to Additional Backup)

a) Any felony charge pending? No

NOTE: In the course of preparing the update to GPI's response submitted on or about November 11, 2015, and review of the question, GPI determined that the matters involving Messrs. Rabkin, a former officer, and Pumo, a former managerial employee related to the business of American Standard Testing and Consulting Laboratories, Inc. and Ms. Marazzi, involving the business of a GPI affiliate, Instrument Sales, Inc., previously reported in response to this question were not responsive to Question 14. However, the matters involving Messrs. Rabkin and Pumo and Ms. Marazzi are reported in Questions 12 & 13.

In the course of preparing the update to GPI's response submitted on or about January 7, 2016, GPI realized that the sentencing information for Bruce Pumo, a former managerial employee, related to work performed for American Standard Testing and Consulting Laboratories, Inc., a company unrelated to GPI, was inadvertently omitted from the prior response. Bruce Pumo, pled guilty to one count of Falsifying Business Records in the First Degree on or about October 2, 2012 in connection with a portion of the indictment related to the apparently private Citigroup project, count 23, and is currently serving a sentence of Five Years Probation. Please see Rabkin matter reported at 12 for case details.

c) In the past 10 years, you been convicted, after trial or 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? No

See, explanation set forth in response to Question 14(a).

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

(i) Secretary of the Labor Cabinet Commonwealth of Kentucky v. GPI Greenman-Pedersen, Inc., KOSHRC Docket No. 4769-10. This administrative claim arose from GPI's notice of intention to contest a Citation and Proposed Penalty issued by the Kentucky Labor Cabinet Occupational Safety and Health Program on August 23, 2010, in connection with a subcontractor's employee's fall while working on the Roebling Suspension Bridge maintenance project. The prime contractor Vimas, had primary responsibility for enforcement of KYOSH standards at the site pursuant to its contract. GPI asserted that it did not have responsibility for general site safety in its role as Coatings Inspectors retained by the Kentucky Transportation Cabinet to augment its staff. KYOSH's hearing officer issued "Findings of Fact, Conclusions of Law, and Recommended Order", dated February 29, 2012 which concluded that GPI was the injured subcontractor employee's "creating employer" and

recommended that the KYOSH Review Commission affirm the Citation and proposed penalty. Based on GPI's evaluation of the applicable administrative rules, GPI paid the proposed penalty of \$4,500.

GPI reserves the right to supplement information provided on the Lists in the event additional responsive material becomes known. Lists were prepared based on actual knowledge of the preparer after reasonable search and inquiry.

Nassau County RFP

ADDITIONAL BACK UP DOCUMENTATION

REF: Questions 12 and 13

GPI does not believe that the following matter is responsive in the context of either of the subject questions. However, in an abundance of caution and in the spirit of transparency, GPI advises of the following matter:

[REDACTED]

REF: Question 12

[REDACTED]

REF: Question 13

In the course of reviewing Question 13, GPI determined that the most appropriate response to the question is "Yes". As a result of working with outside counsel, GPI understands that although references to the Marazzi and Rabkin matters were previously provided in response to Question 12, it was most appropriate to repeat, by reference, to those two matters in response to Question 13. [REDACTED]

[REDACTED]

Greenman-Pedersen, Inc.
EIN#: 11-2537074

Last Updated January 15, 2016

Nassau County RFP

REF: Question 14 a and 14 c

In the course of preparing this update, GPI reviewed the previous response to this question and noted that the matters involving Mr. Rabkin and Ms. Marazzi, were not responsive to Question 14 (a) and (c) since the conduct of Mr. Rabkin related to the American Standard Testing and Consulting Laboratories, Inc. matter and of Ms. Marazzi, a former Vice President, of Instrument Sales, Inc., a Florida based retail sales affiliate of Greenman-Pedersen, Inc. was not about the conduct of "this business", GPI. Same was and continues to be reported in response to Question 12 and now included by reference in the response to Question 13, rather than continuing to reference the matter in response to Question 14 (a) and (c) as was formerly done.

Attachments to Business History Form

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

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

Should the bidder/proposer be other than an individual, the bid/proposal should include:

- i) Date of formation;
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
- iii) Name, address and position of all officers and directors of the company;
- iv) State of incorporation (if applicable);
- v) The number of employees in the firm;
- vi) Annual revenue of firm;
- vii) Summary of relevant accomplishments
- viii) Copies of all state and local licenses and permits.

- B. Indicate number of years in business.

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

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

Company New York City Department of Transportation

Contact Person Ernest Athanailos, P.E., Director of Traffic Operations

Address 34-02 Queens Boulevard

City/State Long Island City, NY 11101

Telephone 718-786-8853

Fax # 718-786-6640

E-Mail Address eathanailos@dot.nyc.gov

Company Suffolk County Department of Public Works
Contact Person William Hillman, P.E., Chief Engineer
Address 335 Yaphank Avenue
City/State Yaphank, NY 11980
Telephone 631-852-4002
Fax # 631-852-4150
E-Mail Address william.hillman@suffolkcountyny.gov

Company Port Authority of New York & New Jersey
Contact Person Jose Rivera, Jr., P.E., Chief Traffic Engineer
Address 2 Gateway Center, 14th Floor
City/State Newark, NJ 07102
Telephone 973-565-7866
Fax # 973-565-7648
E-Mail Address jrivera@panynj.gov

GREENMAN-PEDERSEN, INC
EIN: 11-2537074

January 07, 2016

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
ATTACHMENTS TO BUSINESS HISTORY FORM

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

Should the bidder/proposer be other than an individual, the bid/proposal should include:

- i) Date of Formation: September 9, 1966**
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner**

As of October 1, 2006, one hundred percent (100%) of Greenman-Pedersen, Inc. (GPI) stock was owned by the Greenman-Pedersen, Inc. Employee Stock Ownership Trust, hereinafter referred to as "Plan", as a result of a Stock Redemption Agreement by and between Greenman-Pedersen, Inc. and all of its shareholders (hereinafter called, "the Agreement"). As part of this agreement, GPI redeemed, into Treasury, shares of stock in exchange for 15 year promissory notes with all of the shareholders.

The Plan qualifies as a stock bonus plan under Section 401(A) and an employee stock ownership plan (ESOP) under Section 4975(e)(7) of the Internal Revenue Code of 1986, as amended. Additionally, the Plan is currently represented and managed by a single Trustee, Steven Greenman. The Trustee is responsible for maximizing the benefit to the Plan's beneficiaries, which includes proper investment strategy and the equitable fairness of the Plan. The Plan's intent is to recognize the contributions made by GPI's employees to the continued success of the Company. In addition, the Plan's primary investments must be in employer (GPI) securities (stock).

As a result of the above-mentioned Agreement, GPI's annual ESOP contribution is in the form of GPI stock, issued out of Treasury. Simultaneously, this contribution is allocated to each qualified employee based on two criteria: the employee's years of service compared to GPI's total years of service and employee's compensation compared to GPI's total compensation. Any GPI stock shown in an employee's account does not infer actual ownership in GPI by that employee, but rather the economic value that those shares represent.

GREENMAN-PEDERSEN, INC
EIN: 11-2537074

January 07, 2016

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
ATTACHMENTS TO BUSINESS HISTORY FORM

iii) Name, address and position of all officers and directors of the company;

Name / Home Address	Title / Business Address
Steven B. Greenman, P.E. [REDACTED]	Chairman of the Board 3306 Enterprise Rd., Fort Pierce, FL 34982
Ralph D. Csogi, P.E. [REDACTED]	Chief Executive Officer / President 100 Corporate Drive, Suite 301, Lebanon, NJ 08833
Gary T. Etter, P.E. [REDACTED]	Chief Operating Officer 100 Corporate Drive, Suite 301, Lebanon, NJ 08833
Michael J. Buoncore, CPA [REDACTED]	Sr. Vice President/Chief Financial Officer/Secretary/Treasurer 325 W. Main Street, Babylon, NY 11702
M. Denise Carter, P.E. [REDACTED]	Sr. Vice President/Branch Manager 325 W. Main Street, Babylon, NY 11702
Patrick Kenneally, P.E. [REDACTED]	Sr. Vice President/Branch Manager 80 Wolf Road, Suite 300, Albany, NY 12205 4950 Genesee Street, Suite 165, Buffalo, NY 14225
Frank Scheller, P.E. [REDACTED]	Sr. Vice President/Branch Manager 400 Rella Boulevard, Suite 207, Montebello, NY 10901
Gregory Johnson, P.E. [REDACTED]	Sr. Vice President/Branch Manager 100 Corporate Drive, Suite 301, Lebanon, NJ 08833
Louis Norella, P.E., [REDACTED]	Sr. Vice President/Branch Manager 50 Glenmaura National Blvd., Suite 102, Scranton, PA 18505 355 North 21st Street, Suite 301, Camp Hill, PA 17011
Christer Ericsson, P.E. [REDACTED]	Sr. Vice President/Branch Manager 61 Spit Brook Road, Suite 110, Nashua, NH 03060 105 Central Street, Suite 4100, Stoneham, MA 02180
George (Lew) Brode, P.E. [REDACTED]	Sr. Vice President/ Branch Manager 7650 Standish Place, Suite 109, Rockville, MD 20855
Daniel J. Maletic, P.E. [REDACTED]	Sr. Vice President 10977 Guilford Road, Annapolis Junction, MD 20701
Douglass Robb, P.E. [REDACTED]	Sr. Vice President/Branch Manager 10977 Guilford Road, Annapolis Junction, MD 20701
Joseph Nemmer, P.E. [REDACTED]	Sr. Vice President/Branch Manger 4950 Genesee St., Suite 165, Buffalo, NY 14225

GREENMAN-PEDERSEN, INC
EIN: 11-2537074

January 07, 2016

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
ATTACHMENTS TO BUSINESS HISTORY FORM

Robert Rupert [REDACTED]	Sr. Vice President/Branch Manager 1010 East Adams St., Suite 140, Jacksonville, FL 32202
Sandra Bucklew [REDACTED]	Sr. Vice President/Branch Manager 1590 Village Square Blvd., Tallahassee, FL 32309

- iv) State of incorporation (if applicable); New York
- v) The number of employees in the firm; 1,062 (does not include subsidiaries & affiliates)
- vi) Annual revenue of firm; \$201,157,197.00 (gross)
- vii) Summary of relevant accomplishments See attached
- viii) Copies of all state and local licenses and permits. See attached

B. Indicate number of years in business. 49 Years

C. Provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services. See attached

D. Provide names and addresses for no fewer than three references for whom the bidder/proposer has provided similar services or who are qualified to evaluate the bidder's/proposer's capacity to perform this work. See Attached

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
 Attachment to Business History Form

QUESTION A.vii – Summary of Relevant Accomplishments

QUESTION C.- Bidder's/proposer's capacity and reliability to perform these services

SUMMARY OF RELEVANT ACCOMPLISHMENTS				
Project Name and Location	Client Name & Address	Cost Of Work (In thousands)	Completion Date	Project was completed on time and within budget
1. Nassau County On-Call Traffic Engineering, Various Locations, NY. These projects involve developing plans, specifications and estimates for the reconstruction of County-owned traffic signals.	Nassau County Dept. of Public Works Westbury, NY	\$2,000	2015	Progressing on time/ budget
2. Nassau County On-Call Traffic Engineering, Various Locations, NY. These projects involved developing plans, specifications and estimates for the reconstruction of County-owned traffic signals.	Nassau County Dept. of Public Works Westbury, NY	Total Fee: \$742	2012	Yes
3. Nassau County On-Call Traffic Engineering, Nassau County, NY. GPI developed plans, specifications and estimates for the modification and reconstruction of traffic signals that are owned by Nassau County. The following tasks were required to complete this effort: field review and evaluation of existing signal equipment; development of digital base files; providing recommendations for safety and operational improvements; and development of final contract plans.	Nassau County Dept. of Public Works Westbury, NY	Total Fee: \$1,100	2010	Yes
4. Nassau County Traffic Signal Installations, Various Locations, NY. This project involved the development of traffic signal reconstruction plans for seven signals on County roadways.	Nassau County Dept. of Public Works Westbury, NY	\$36 fee	2011	Yes
5. Nassau County Traffic Signal Inspection 1, Various Locations, NY. This project involved installation of traffic signals at new locations and replacement of span wire traffic signals and dated controllers at existing locations.	Nassau County Dept. of Public Works Westbury, NY	\$174 fee	2010	Yes
6. Nassau County Traffic Signal Inspection Line 6, Various Locations, NY. This project involved installation of traffic signals at new locations and replacement of span wire traffic signals and dated controllers at existing locations.	Nassau County Dept. of Public Works Westbury, NY	\$181 fee	2012	Yes
7. Nassau County On-Call Contract for CEI Services to Resurface County Roads, Nassau County, NY. Project involved providing construction inspection services for both night-time and day-time resurfacing of Nassau County roads. Work included milling and asphalt paving of roadways and necessary adjustment of drainage castings for this \$3.2-million project.	Nassau County Dept. of Public Works Westbury, NY	\$3,219	2008	Yes
8. Nassau County Mineola Parking Study, Mineola, NY. GPI studied the existing parking supply and demand to mitigate existing/future parking deficiencies for the Nassau County municipal parking fields in Mineola.	Nassau County Dept. of Public Works Westbury, NY	\$95 fee	2010	Yes
9. Nassau County Traffic Calming - Post Avenue, Westbury, NY. GPI performed a traffic calming study along Post Avenue in the Village of Westbury to identify appropriate traffic calming measures and safety measures that can be applied along the corridor.	Nassau County Dept. of Public Works Westbury, NY	\$40 fee	2007	Yes

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
Attachment to Business History Form

SUMMARY OF RELEVANT ACCOMPLISHMENTS				
Project Name and Location	Client Name & Address	Cost Of Work (in thousands)	Completion Date	Project was completed on time and within budget
10. Nassau County Red Light Violation Camera System, Nassau County, NY. Project involved designing 50 red light camera locations for installation on Nassau County roadways.	Client: ATS American Traffic Solutions Staten Island, NY / Owner: Nassau County Dept. of Public Works Westbury, NY	\$340 fee	2011	Yes
11. Nassau County Traffic Signal Timing Progression, Mineola, NY. GPI provided design services for Nassau County to improve their traffic signal timing, and therefore, maximize the use of available roadway capacity. This project created optimum traffic flow patterns thereby reducing vehicle delay, vehicle stops, fuel consumption, and vehicle emissions.	Nassau County Dept. of Public Works Westbury, NY	\$72 fee	2006	Yes
12. Pavement Marking Constructability Review, Various Locations, NY. GPI conducted a constructability review of permanent pavement marking contract drawings developed by other NCDPW consultants corresponding to ongoing Resurfacing Contracts 32, 35, 36, 37, 38, 39, 42, Woodfield Road and Roslyn Road.	Nassau County Dept. of Public Works Westbury, NY	\$30 fee	2015	Yes
13. Old Country Road CCTV Incident Management, Mineola, NY. GPI designed a new CCTV traffic incident management system to maximize the efficiency of traffic flow along Old Country Road. The installation of this closed circuit camera system, which consisted of approximately 15 camera sites, allows County staff to quickly identify impediments to traffic flow, and be able to quickly remove the impediment and make any necessary adjustments to signal timing to account for the incident.	Nassau County Dept. of Public Works Westbury, NY	\$159 fee	2006	Yes
14. Old Country Road Signal Replacement, Phase 1, Various Locations, NY. This project provided the design and PS&E plans to construct and upgrade signalized intersections, overhaul outdated equipment, install new fiber optic communication interconnect, and install upgraded displays on the Old Country Road corridor for improved safety and efficiency through the use of new technology.	Nassau County Dept. of Public Works Westbury, NY	\$193 fee	2014	Yes
15. Nassau County Signal Survey Warrant Assessment, Various Locations, NY. GPI modified the existing decades-old Nassau County Traffic Signal Survey and Warrant Report to comply with the new 2010 MUTCD guidelines. This involved a detailed flow chart to assist County employees in efficiently evaluating citizen's requests but still complied with the current MUTCD requirements. Additionally, 60 intersections were evaluated for various signal/turn signal assessments.	Nassau County Dept. of Public Works Westbury, NY	\$99 fee	2012	Yes
16. Cold Spring Road Roundabout Study, Town of Oyster Bay, NY. Conducted a traffic study in order to determine the feasibility of recommending a roundabout at an existing unsignalized intersection of Cold Spring Road and Syosset-Woodbury Road in the Town of Oyster Bay.	Nassau County Dept. of Public Works Westbury, NY	\$12 fee	2007	Yes
17. Nassau County Traffic Design Engineer, Various Locations, NY. GPI is providing an on-site traffic engineer to assist Nassau County with their traffic engineering work efforts.	Nassau County Dept. of Public Works Westbury, NY	\$778 fee	2015	Progressing on time/ budget

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
Attachment to Business History Form

SUMMARY OF RELEVANT ACCOMPLISHMENTS				
Project Name and Location	Client Name & Address	Cost Of Work (in thousands)	Completion Date	Project was completed on time and within budget
18. Nassau County Traffic Design Engineer, Nassau County, NY. GPI provided an on-site traffic engineer to assist Nassau County with their traffic engineering work efforts.	Nassau County Dept. of Public Works Westbury, NY	\$82 fee	2012	Yes
19. Beacons for Speed Zones, Various Locations, NY. GPI has been retained by Nassau County to provide contract drawings to install flashing beacon assemblies and upgrade signs in support of speed limit cameras proposed for 50 school zones.	Nassau County Dept. of Public Works Westbury, NY	\$99 fee	2015	Progressing on time/ budget
20. Resurfacing Various County Roads, Mission 7, Various Locations, NY. Resurfacing of 10.2 centerline lane miles of various existing asphalt and composite roadways throughout Nassau County. The goal is to rehabilitate and improve the riding surface quality of the roadways and to extend their service life.	Nassau County Dept. of Public Works Westbury, NY	\$157 fee	2015	Progressing on time/ budget
21. Nassau County Incident Management System, Phase 4, Nassau County, NY. Nassau County with GPI embarked on further developing their ITS infrastructure along various Nassau County corridors by adding CCTV coverage at approximately 30 sites with this project design. By utilizing County-owned network communication infrastructure that was being used for the traffic signal system, Nassau County implemented this project quickly and cost effectively providing a large benefit for a small capital investment.	Nassau County Dept. of Public Works Westbury, NY	\$125 fee	2012	Yes
22. Nassau County Traffic Signal Expansion, Phase 7, Nassau County, NY. GPI developed plans, specifications and estimates for the reconstruction of 44 County-owned traffic signals and for the installation of 16.5 miles of fiber optic interconnect cable and conduit.	Nassau County Dept. of Public Works Westbury, NY	\$409 fee	2013	Yes
23. Nassau County Traffic Signal Design Group 2, Westbury, NY. GPI developed plans, specifications and estimates for the reconstruction of County owned traffic signals.	Nassau County Dept. of Public Works Westbury, NY	\$57 Fee	2008	Yes
24. Traffic Management Center Operations Personnel, Westbury, NY. This project will provide full-time operations personnel to staff the County's Traffic Management Center (TMC) facility in Westbury, NY.	Nassau County Dept. of Public Works Westbury, NY	\$500 fee	2016	Progressing on time/ budget
25. Nassau County Traffic Sign Inventory and Management System, Nassau County, NY. Development of a computerized traffic sign management system to consolidate sign data information to enhance the inventory, management and maintenance responsibilities of the County.	Nassau County Dept. of Public Works Westbury, NY	\$550 fee-combined	2003	Yes
26. Nassau County Pavement Marking Design - Resurfacing Phase 28, Various Locations, NY. The objective of this assignment was to prepare permanent pavement marking design drawings for nine corridors corresponding to Contract H6270001C, issued by the Nassau County Dept. of Public Works for the year 2011.	Nassau County Dept. of Public Works Westbury, NY	\$22 fee	2012	Yes

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
 Attachment to Business History Form

SUMMARY OF RELEVANT ACCOMPLISHMENTS				
Project Name and Location	Client Name & Address	Cost Of Work (in thousands)	Completion Date	Project was completed on time and within budget
27. Nassau County Pavement Markings 715G, Nassau County, NY. The objective of this assignment was to prepare permanent pavement marking design drawings corresponding to Contract H6158715G, the second of four roadway resurfacing contracts being issued by the Nassau County Department of Public Works for the year 2009.	Nassau County Dept. of Public Works Westbury, NY	\$39 fee	2009	Yes
28. Superstorm Sandy Emergency Services, Nassau County, NY. GPI is providing assistance in the debris removal effort by auditing the volume of material hauled and providing expertise in tree assessments. In addition, GPI is supporting the FHWA and FEMA reimbursement efforts for emergency and permanent repair to the County's extensive signal system that was damaged. The Signal Management System developed by GPI is being utilized to track and manage the electrical contractor's work orders and records. All information is linked in the system via GIS mapping to identify FAUS roadway identification and preparation of the DDIR reimbursement forms of the approximately 300 locations damaged.	Nassau County Dept. of Public Works Westbury, NY	\$280 fee	2015	Progressing on time/ budget
29. Rockville Centre Bridge Painting, Rockville Centre, NY. The project involved construction inspection services for the rehabilitation and painting of pedestrian bridges over Peninsula Boulevard and Merrick Road in Rockville Centre.	Nassau County Dept. of Public Works Westbury, NY	\$2,687	2010	Yes
30. Suffolk County Closed Loop Signal Projects, Yaphank, NY. Development of a closed loop signal system to ultimately control all Suffolk County traffic signals.	Suffolk County Dept. of Public Works Yaphank, NY	\$992 fee	2015	Progressing on time/ budget
31. Engineering Services and Feasibility for CR 97, Nicolls Road from I-495 LIE to Daniel Webster Drive, Town of Brookhaven, NY. Perform a transportation study to determine the feasibility and construction cost of capacity improvements on CR 97 between the Long Island Expressway and the main entrance to SUNY Stony Brook (Daniel Webster Drive).	Suffolk County Dept. of Public Works Yaphank, NY	\$180 fee	2015	Progressing on time/ budget
32. CR3 Pinelawn Road, from Marcus Drive to Corporate Center Drive, Town of Huntington, NY. Preparation and development of a Design Approval Document (DAD) per the Procedures for Locally Administered Federal Aid Projects and preliminary and final design plans for an approximate 1.6 miles of roadway along CR 3 Pinelawn Road and Ruland Road / Colonial Springs Road in the Town of Huntington.	Suffolk County Dept. of Public Works Yaphank, NY	\$17,000	2015	Progressing on time/ budget
33. CR3 Wellwood Avenue, from Conklin Street to Central Avenue, Town of Babylon, NY. This project involved the preparation and development of a Design Approval Document (DAD) per the Procedures for Locally Administered Federal Aid Projects and preliminary and final design plans for approximately one mile of roadway along CR 3 Wellwood Avenue, Conklin Street and Long Island Avenue in the Town of Babylon.	Suffolk County Dept. of Public Works Yaphank, NY	\$10,500	2015	Progressing on time/ budget

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
 Attachment to Business History Form

SUMMARY OF RELEVANT ACCOMPLISHMENTS				
Project Name and Location	Client Name & Address	Cost Of Work (in thousands)	Completion Date	Project was completed on time and within budget
34. Suffolk County Closed Loop Signal Project (Design Authorization 3), Yaphank, NY. This project will install new microcomputer controllers, cabinets, communications equipment on County roads and shall connect all required signals to a closed loop signal system operated out of the County's Traffic Engineering office in Yaphank. This project will implement central communications and control at 130 intersections on 18 Suffolk County arterials.	Suffolk County Dept. of Public Works Yaphank, NY	\$666 fee	2017	Progressing on time/ budget
35. Suffolk County Closed Loop Signal Project (Design Authorization 2), Yaphank, NY. Expansion of the installation of microcomputer signal controllers on Suffolk County arterials. Interconnect infrastructure to be installed to provide central surveillance and control capabilities from the County's control center in Yaphank via an outsourced cable link.	Suffolk County Dept. of Public Works Yaphank, NY	\$1,240 fee	2016	Progressing on time/ budget
36. Nicolls Road Alternatives Analysis Study, Various Locations, NY. GPI is evaluating various alternatives to improve transit service along Suffolk County CR-97 including options for Bus Rapid Transit, Transit Signal Priority and queue jumps.	Client: Parsons Brinckerhoff Tampa, FL / Owner: Suffolk County Dept. of Economic Development and Planning Hauppauge, NY	\$97 fee	2015	Progressing on time/ budget
37. Engineering Services in Conjunction with Improvements to CR 17, Phase III, Town of Islip, NY. A two-part project which includes conducting a comprehensive study to determine potential traffic operation improvements at the intersection of CR 17, Carleton Avenue/Wheeler Road and CR 67, Motor Parkway and review and modification of SCDPW specifications to comply with the NYSDOT's Procedures for Federally Aided projects.	Suffolk County Dept. of Public Works Yaphank, NY	\$345 fee	2015	Progressing on time/ budget
38. Safety Improvements on Various County Roads, CR 101, Patchogue-Yaphank Road from Dunton Avenue to CR 99, Woodside Avenue, Town of Brookhaven, NY. Evaluation of five intersections with existing safety and operational concerns and developing various conceptual alternatives to improve these locations. Tasks included review of traffic data and growth forecasts for use in capacity and signal warrant analyses.	Client: Gibbons, Esposito & Boyce Engineers, P.C. Uniondale, NY / Owner: Suffolk County Dept. of Public Works Yaphank, NY	\$25 fee	2015	Yes
39. Town of Hempstead Sign Management System: Design & Implementation, Merrick, NY. Performed inventory on 25,000 traffic signs on Town roadways and developed a digital sign management system for Town employees' use. Developed contract drawings and provided construction inspection.	Town of Hempstead Dept. of General Services Hempstead, NY	\$832 fee	2006	Yes
40. Traffic Study Reviews, Various Locations, NY. GPI reviewed traffic impact studies submitted to the Town for comment. These investigations were performed for various projects, large and small, including the Tanger Mall project, P.J. Ventures involving eight large box stores and the very large Heartland Town Square at Pilgrim State. Efforts involved report review, evaluation of assumption and analyses, validation of data and recommendations regarding appropriateness of mitigation. Expert testimony and affidavits are prepared and presented.	Town of Huntington Huntington, NY	\$35	2005	Yes

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
Attachment to Business History Form

SUMMARY OF RELEVANT ACCOMPLISHMENTS				
Project Name and Location	Client Name & Address	Cost Of Work (in thousands)	Completion Date	Project was completed on time and within budget
41. Round Swamp Road Traffic Engineering Design Services, Huntington, NY. This project involves the development of a traffic signal plan and four driver feedback devices, review of existing traffic signing deficiencies, and providing traffic calming recommendations in conformance with the Manual of Traffic Control Devices (MUTCD) guidelines.	Town of Huntington Huntington, NY	\$23 fee	2015	Progressing on time/ budget
42. Round Swamp Road Traffic Safety Study, Huntington, NY. Review of the Round Swamp Road Traffic Safety Study prepared by the Town of Huntington for completeness and conformity with the MUTCD and other design standards.	Town of Huntington Huntington, NY	\$4 fee	2012	Yes
43. Post Avenue Traffic Calming Improvements, Westbury, NY. Traffic engineering services in connection with the preparation of design drawings for the implementation of traffic calming improvements along the corridor of Post Avenue within the Village of Westbury.	Village of Westbury Westbury, NY	\$32 fee	2009	Yes
44. Town of Brookhaven Traffic Sign Inventory, Brookhaven, NY. GPI was hired by the town to develop an inventory program and perform the field data collection for all Town-owned signs. Sign data will be utilized to develop a comprehensive database of sign locations and properties for implementation of a management program to track compliance with current standards for minimum sign retroreflectivity.	Town of Brookhaven Dept. of Traffic/Safety Patchogue, NY	\$765 fee	2015	Progressing on time/ budget
45. Route 110 Bus Rapid Transit Study, Town of Babylon, NY. GPI prepared a study for the implementation of a Bus Rapid Transit System (BRT) on the Route 110 Corridor. Traffic data collection was required for the study, which included traffic counts, field geometry, signal timings, bus routing, ridership information, etc. Using this existing information, a "Baseline" microsimulation traffic model was developed utilizing VISSIM software. This has helped us to study the realistic behavior of traffic operation and visualization of the traffic operational results.	Client: Parsons Brinckerhoff Tampa, FL / Owner: Town of Babylon Lindenhurst, NY	\$33 fee	2010	Yes
46. Town of Smithtown Sign Inventory, Town of Smithtown, NY. GPI assisted with development and implementation of a plan to meet the requirements of recently adopted NYS law for sign retro-reflectivity. The plan included purchase of equipment to measure sign properties, establishment of a methodology to collect and organize sign information, selection of a database format to maintain sign data and development of training for required future efforts.	Town of Smithtown Smithtown, NY	\$15 fee	2009	Yes
47. Islip Inventory & Digital Mapping of Drainage Structures, Town of Islip, NY. This project involved inventorying 18 DPW sectors and digitally mapping the Town of Islip's drainage infrastructure and providing the Town with a tool to comply with GASB-34 requirements.	Town of Islip Islip, NY	\$47 fee	2009	Yes

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
Attachment to Business History Form

SUMMARY OF RELEVANT ACCOMPLISHMENTS				
Project Name and Location	Client Name & Address	Cost Of Work (in thousands)	Completion Date	Project was completed on time and within budget
48. Town of Brookhaven Sign Management Technical Support, Brookhaven, NY. GPI assisted the Town with the preparation of documents and information required by NYSDOT for initiation of the Sign Management Program. The various technical support tasks were required for release of \$1.25M Federal Aid for replacement of traffic signs and development of a Sign Management Program.	Town of Brookhaven Farmingville, NY	\$23 fee	2009	Yes
49. Westchester County Traffic Sign Replacement Program, White Plains, NY. GPI conducted the field inventory of all county-owned traffic signs, developing a Sign Management System, and prepared design documents to replace signs as required. In addition, GPI assisted in the bid process, provided design support during construction, inspected the work and provided all necessary construction administration to complete the sign replacements.	Westchester County Dept. of Public Works White Plains, NY	\$647 fee	2007	Yes
50. Traffic Signal Timing and Arterial Optimization, Suffolk County, NY. GPI developed timing plans along various corridors using Synchro software to improve control of 500+ signalized intersections. This project improved service to the traveling public along these corridors by improving safety, maximizing signal timing efficiency, coordinating signal timing, and reducing the overall delay on these arterials.	New York State Dept. of Transportation Albany, NY	\$2,026 fee	2009	Yes
51. Traffic Timing & Arterial Optimization, Various Locations, NY. GPI is developing timing plans along various corridors using Synchro software to improve control of 200+ signalized intersections. This project provides improved service to the traveling public along these corridors by improving safety, maximizing signal timing efficiency, coordinating signal timing, and reducing the overall delay on these arterials.	New York State Dept. of Transportation Albany, NY	\$692 fee	2016	Progressing on time/ budget
52. NYSDOT Traffic Signal Requirements Contracts XXVII & XXVIII, Nassau and Suffolk Counties, NY. GPI redesigned and rebuilt 27 existing NYSDOT signalized intersections conforming to NYSDOT standards and specifications. This effort continued GPI's support of past NYS traffic signal rebuilds and included new signal poles, vehicular and pedestrian signal heads, controller cabinet locations, conduit systems, etc.	New York State Dept. of Transportation Albany, NY	\$394 fee	2013	Yes
53. Traffic Signal Design Requirements, Various Locations, NY. GPI provided traffic signal design services for NYSDOT Region 10 annual requirements contract. GPI was responsible for the preparation of signal design plans, pole load calculations, phasing and sequence diagrams, microcomputer signal operation specifications sheets and estimate of quantities.	New York State Dept. of Transportation Albany, NY	\$755 Fee	2009	Yes

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
Attachment to Business History Form

SUMMARY OF RELEVANT ACCOMPLISHMENTS				
Project Name and Location	Client Name & Address	Cost Of Work (in thousands)	Completion Date	Project was completed on time and within budget
54. Engineering, Design and Inspection Services - Citywide ITS Related and Planning Projects, Citywide, NY. GPI is providing planning and design services for citywide intelligent transportation system (ITS) related and planning projects. This agreement provides engineering services for survey, street/highway design, traffic engineering/analysis and simulation, structural design, inspection, shop drawing review, value engineering, construction inspection and constructability review activities.	New York City Dept. of Transportation New York, NY	Total fee to date: \$5,987	2015	Progressing on time/ budget
55. NYCDOT On-Call - Structural Analysis and Design of Signal Poles, New York, NY. Investigation and development of analysis and design modifications to NYCDOT standard traffic signal poles and foundations.	New York City Dept. of Transportation New York, NY	\$44 fee	2009	Yes
56. NYCDOT On-Call - Safe Streets for Seniors Study, Various Locations, NY. Investigate specific intersections and corridors in areas with a high elderly population.	New York City Dept. of Transportation New York, NY	\$334	2015	Progressing on time/ budget
57. NYCDOT On-Call - Superstorm Sandy Reconstruction of Traffic Signal & Street Lighting Facilities, New York, NY. The City of New York retained GPI to supply office engineers to efficiently manage the records of the emergency contracts to repair the damage caused by Superstorm Sandy.	New York City Dept. of Transportation New York, NY	\$796 fee	2015	Progressing on time/ budget
58. NYCDOT On-Call - Citywide Congested Corridor Program Church Avenue and White Plains Road, Various Locations, NY. The project involved conducting capacity analysis at 14 key intersections utilizing Synchro Software for the existing, no-build and the future short-term and long-term scenarios. Pedestrian analysis and air quality assessments were also a part of this project.	New York City Dept. of Transportation New York, NY	\$538 fee	2013	Yes
59. NYCDOT On-Call - Transit Signal Priority System for Lower Manhattan, New York, NY. Study, design and deployment of a Transit System Priority (TSP) system on approximately two miles of multiple roadways, incorporating 34 intersections as part of the 1st and 2nd Avenue Bus Rapid Transit (BRT) project.	New York City Dept. of Transportation New York, NY	\$347 fee	2015	Yes
60. NYCDOT On-Call - Transit Signal Priority System for Hillside Avenue, Queens, NY. The NYCDOT is interested in investigating the possibility of implementing TSP between 165th Street and Braddock Avenue on Hillside Avenue. This is a 3.3-mile-long roadway segment and includes 47 signalized intersections within the proposed study area.	New York City Dept. of Transportation New York, NY	\$972 fee	2015	Progressing on time/ budget

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
Attachment to Business History Form

SUMMARY OF RELEVANT ACCOMPLISHMENTS				
Project Name and Location	Client Name & Address	Cost Of Work (in thousands)	Completion Date	Project was completed on time and within budget
61. NYCDOT On-Call - Transit Signal Priority System for Hylan Boulevard, Staten Island and Brooklyn, NY. This project involves the study, design and deployment of a TSP system on approximately 14 miles of roadway, incorporating 71 intersections as part of the NYCWIN Bus Rapid Transit (BRT) project. GPI is responsible for the development of a comprehensive field data collection program, traffic engineering and analysis to optimize the signal timings along the corridor and development of the Aimsun simulation model to evaluate the best method to implement TSP along the route and maximize its efficiency.	New York City Dept. of Transportation New York, NY	\$766 fee	2015	Progressing on time/ budget
62. NYCDOT On-Call - Transit Signal Priority System for Webster Avenue, Bronx, NY. Study, design and deployment of a Transit System Priority (TSP) system on approximately five miles of multiple roadways, incorporating 67 intersections, to address transportation and traffic issues along the planned Bx41 Webster Avenue Select Bus Service (SBS) corridor in the Bronx.	New York City Dept. of Transportation New York, NY	\$784 fee	2015	Progressing on time/ budget
63. NYCDOT On-Call - Transit Signal Priority System for Nostrand Avenue, Brooklyn, NY. This project involves the study, design and deployment of a TSP system on approximately 4.4 miles of roadway; incorporating 34 intersections as part of the NYCWIN Bus Rapid Transit (BRT) project. The project also involves the development of a comprehensive field data collection program, traffic engineering and analysis to optimize the signal timings along the corridor and development of the Aimsun simulation model to evaluate the best method to implement TSP along the route and maximize its efficiency.	New York City Dept. of Transportation New York, NY	\$485 fee	2015	Progressing on time/ budget
64. NYCDOT On-Call - Transit Signal Priority System for Victory Boulevard Extension, Staten Island, NY. This project involves the study, design and deployment of a TSP system on approximately six miles of roadway, incorporating 33 intersections as part of the NYCWIN Bus Rapid Transit (BRT) project.	New York City Dept. of Transportation New York, NY	\$300 fee	2015	Progressing on time/ budget
65. NYCDOT On-Call - Transit Signal Priority System for Utica Avenue, Brooklyn, NY. This project involves the study, design and deployment of a TSP system on approximately four miles of roadway, incorporating 53 intersections as part of the NYCWIN Bus Rapid Transit (BRT) project. GPI was responsible for the development of a comprehensive field data collection program, traffic engineering and analysis to optimize the signal timings along the corridor and development of the Aimsun simulation model to evaluate the best method to implement TSP along the route and maximize its efficiency.	New York City Dept. of Transportation New York, NY	\$361 fee	2015	Progressing on time/ budget
66. NYCDOT On-Call - Transit Signal Priority for Main Street and Kissena/Parsons Boulevard, Queens, NY. Study and design a Transit Signal Priority system for buses along Main Street and Kissena/Parsons Boulevard in Queens, NY.	New York City Dept. of Transportation New York, NY	\$391 fee	2016	Progressing on time/ budget

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
 Attachment to Business History Form

SUMMARY OF RELEVANT ACCOMPLISHMENTS				
Project Name and Location	Client Name & Address	Cost Of Work (In thousands)	Completion Date	Project was completed on time and within budget
67. NYCDOT On-Call - Transit Signal Priority for M60 125th Street to LaGuardia Airport (Phase 1), Harlem and Astoria, NY. This project will study, design, and deploy a Transit Signal Priority system for M60 Select Buses along approximately seven miles of roadway primarily on 125th Street in Manhattan and Astoria Boulevard to LaGuardia Airport in Queens. The project also includes traffic engineering and analyses to optimize the signal timings along the corridors.	New York City Dept. of Transportation New York, NY	\$288 fee	2015	Progressing on time/ budget
68. NYCDOT On-Call - Sign Information Management System (SIMS) Early Action Contract, New York, NY. This multi-phase project included data collection for approximately 20,000 highway sign assets along 200 centerline miles of limited access highways, over 200 miles of associated ramps and interchanges, and various bridges within the City of New York and integration of inventory data into a prototype database as a proof of concept for the entire SIMS program.	New York City Dept. of Transportation New York, NY	\$199 fee	2012	Yes
69. NYCDOT On-Call - Sign Information Management Systems (SIMS) Primary Contract, Phase 1, Various Locations, NY. GPI performed data collection for signs along limited access highways within the city and developed a database for the sign data. GPI also performed a data conversion test to determine the viability of a full scale conversion of legacy sign data. Project also included completion of a technical system design and requirements document to be used for future procurement of a systems integrator to implement a sign management system at DOT.	New York City Dept. of Transportation New York, NY	\$167 fee	2012	Yes
70. NYCDOT On-Call - Sign Information Management Systems (SIMS), Primary Contract, Phase 2, Various Locations, NY. GPI expanded the pilot data conversion routine from phase 1 to develop a citywide program that converted data from the DOT's STATUS mainframe sign management system into a SQL server spatial data source on a nightly basis.	New York City Dept. of Transportation New York, NY	\$199 fee	2013	Yes
71. NYCDOT On-Call - Phase 2 ITS Pedestrian Signal Survey, New York, NY. NYCDOT planned to install pedestrian countdown signals at 24 select intersections (one intersection in each borough) as a pilot program. GPI conducted studies at all five intersections, both before and after the countdown signals were installed to determine the effects of the countdown pedestrian signal on pedestrian and motorist behavior.	New York City Dept. of Transportation New York, NY	\$548 fee	2010	Yes
72. NYCDOT On-Call - ITS Pedestrian Signal Survey, New York, NY. NYCDOT installed pedestrian countdown signals at five select intersections (one intersection in each borough) as a pilot program. GPI conducted studies at all five intersections, both before and after the countdown signals were installed, to determine the effects of the countdown pedestrian signal on pedestrian and motorist behavior.	New York City Dept. of Transportation New York, NY	\$128 fee	2008	Yes

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
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SUMMARY OF RELEVANT ACCOMPLISHMENTS				
Project Name and Location	Client Name & Address	Cost Of Work (In thousands)	Completion Date	Project was completed on time and within budget
73. NYCDOT On-Call - Cross Bay Boulevard Traffic Signal Timing Progression, Phase 1 Timing Initiative, Queens, NY. This traffic signal timing and arterial optimization project assisted the NYCDOT in improving their traffic signal timing thus, maximizing the use of available roadway capacity. NYCDOT's primary goal was to develop new timing plans with bi-directional flow patterns at 300+ signalized intersections (in these two project phases) along various corridors to assist with the flow of traffic during off-peak periods. NYCDOT maximized their available funding by utilizing bandwidth progression analysis with minimal data collection and minimal model data input.	New York City Dept. of Transportation New York, NY	\$13 fee	2009	Yes
74. NYCDOT On-Call - Phase 2 Timing Initiative, Queens, Brooklyn, Bronx, SI, NY. This New York City project focused on the development of new timing plans of 278 signalized intersections along various corridors to assist with the flow of traffic during the off-peak periods. The project enhanced safety, reduced emissions, and discouraged high spot speeds along each arterial by strategically concentrating the off-peak vehicles into platoons that move at reasonable speed along the arterials.	New York City Dept. of Transportation New York, NY	\$155 fee	2013	Yes
75. NYCDOT On-Call - Phase 3 Timing Initiative, Queens, Brooklyn, Bronx, SI, NY. This Phase 3 project continued work involving traffic signal optimization along various corridors in the City of New York. The project focused on the development of new timing plans for 628 signalized intersections along various corridors to assist with the flow of traffic during the off-peak periods.	New York City Dept. of Transportation New York, NY	\$328 fee	2012	Yes
76. NYCDOT On-Call - Phase 4 Timing Initiative, Queens, Brooklyn, Bronx, SI, NY. This Phase 4 project continued work involving traffic signal optimization along various corridors in the City of New York. The project focused on the development of new timing plans for 610 signalized intersections along various corridors to assist with the flow of traffic during the off-peak periods.	New York City Dept. of Transportation New York, NY	\$383 fee	2014	Yes
77. NYCDOT On-Call - Phase 5 Timing Initiative, Assignment 45, Various NYC Locations, NY. This Phase 5 project continued work involving traffic signal optimization along various corridors in the City of New York. The project focused on the development of new timing plans for 139 signalized intersections along various corridors to assist with the flow of traffic during the off-peak periods.	New York City Dept. of Transportation New York, NY	\$144 fee	2013	Yes
78. NYCDOT On-Call - Phase 6 Timing Initiative, New York, NY. This Phase 6 project continues work involving traffic signal optimization along various corridors in the City of New York. The project focuses on the development of new timing plans for 287 signalized intersections along various corridors to assist with the flow of traffic during off-peak periods.	New York City Dept. of Transportation New York, NY	\$237 fee	2015	Progressing on time/ budget

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
Attachment to Business History Form

SUMMARY OF RELEVANT ACCOMPLISHMENTS				
Project Name and Location	Client Name & Address	Cost Of Work (in thousands)	Completion Date	Project was completed on time and within budget
79. NYCDOT On-Call - Phase 7 Timing Initiative, New York, NY. This Phase 7 project continues work involving traffic signal optimization along various corridors in the City of New York. The project focuses on the development of new timing plans for 513 signalized intersections along 12 corridors to assist with the flow of traffic during off-peak periods.	New York City Dept. of Transportation New York, NY	\$587 fee	2016	Progressing on time/ budget
80. Traffic Engineering Design Services on a Call-In Basis for 2015-2018, Various NY/NJ Locations, NY. These call-in contracts involve providing technical traffic engineering support services on miscellaneous Port Authority projects.	Port Authority of New York & New Jersey Jersey City, NJ	Total fee to date: \$205	2015	Progressing on time/ budget
81. Port Authority Open Ended Traffic Engineering, Various Locations, NY. On-call contract to provide technical traffic support services on miscellaneous Port Authority projects.	Port Authority of New York & New Jersey Jersey City, NJ	Total fee to date: \$3,598	2016	Progressing on time/ budget
82. George Washington Bridge Traffic Simulation Model Development and Technical Support, Fort Lee, NJ. The primary objective for this contract is the expansion of the existing GWB traffic simulation model to include the western half of the facility from approximately midspan, through the New Jersey approaches, to the Authority's jurisdictional limits at Fletcher Avenue.	Port Authority of New York & New Jersey Jersey City, NJ	\$24 fee	2015	Progressing on time/ budget
83. Pavement Marking and Traffic Signal Maintenance Contract Development, Various Facilities, NY. Technical support services will be provided on an as-required basis including development of traffic signal maintenance and pavement marking installation contracts for PA NY & NJ facilities.	Port Authority of New York & New Jersey Jersey City, NJ	\$91 fee	2015	Progressing on time/ budget
84. Technical Support Maintenance Contracts, Various Locations, NY and NJ, NY. GPI provided technical services to develop a facility-wide pavement marking installation contract, a traffic signal maintenance contract for JFK Airport and provided technical services for the maintenance and operation of ITS equipment at JFK Airport	Port Authority of New York & New Jersey Jersey City, NJ	\$84 Fee	2013	Yes
85. LaGuardia Airport Oversight and Support Services, New York, NY. The primary objective of this effort is to assign on-site technical support services to provide continuous evaluation and monitoring of general traffic operations throughout the facility, the identification and subsequent replacement and/or rehabilitation of deteriorated or obsolete traffic control devices, and coordination with facility personnel to ensure safe progression through LaGuardia Airport.	Port Authority of New York & New Jersey Jersey City, NJ	\$429 fee	2016	Progressing on time/ budget
86. Traffic Engineering Design & Construction Support Specialist, New York, NY/Fort Lee, NJ, NY. GPI personnel will develop Stage I, Stage II and Stage III contract documents, consisting of contract drawings, specifications and estimates for GWB and GWB Bus Station design projects. We will also provide Stage IV construction support services, including the development of post award contract changes (PACCs).	Port Authority of New York & New Jersey Jersey City, NJ	\$181 fee	2015	Progressing on time/ budget

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
 Attachment to Business History Form

SUMMARY OF RELEVANT ACCOMPLISHMENTS				
Project Name and Location	Client Name & Address	Cost Of Work (in thousands)	Completion Date	Project was completed on time and within budget
87. Traffic Engineering Design and Construction Support Specialist, Various Locations, NY. Included in this project were provisions to offer technical design services for both capital contracts and various work orders at any facility where services are deemed necessary by PA NY & NJ staff for a period of 18 months.	Port Authority of New York & New Jersey Jersey City, NJ	\$545 fee	2014	Yes
88. George Washington Bridge and Bus Station, New York, NY. The primary objective of this effort is to provide a design team, collectively possessing extensive expertise in the area of traffic engineering design and construction support, for the purpose of providing day-to-day professional engineering services for the George Washington Bridge and George Washington Bridge Bus Station.	Port Authority of New York & New Jersey Jersey City, NJ	\$89 Fee	2015	Progressing on time/ budget
89. PANYNJ-Port Newark Port Street Corridor Improvements, Jersey City, NJ. Project includes the development of final design and contract documents (Stage III) and Post construction Contract Award Services for roadway, bridge, ITS, signing and lighting improvements associated with the PANYNJ Port Newark Port Street Corridor Improvement project.	Port Authority of New York & New Jersey Jersey City, NJ	\$68,000 Const. cost	2019	Progressing on time/ budget
90. New York State Bridge Authority ITS On-Call, Various Bridges, Various Locations, NY. Project involved design of a CCTV system on the five NYSBA bridges with communications to NYSBA's Traffic Management Center.	Client: Transdyn Controls, Inc., Duluth, GA / Owner: New York State Bridge Authority Highland, NY	\$279 fee	2012	Yes
91. New York State Thruway Sign Management System, Albany, NY. Complete field inventory of an estimated 12,000 signs along NYSTA roadway system.	New York State Thruway Authority Albany, NY	\$137 fee	2003	Yes
92. NJ 495 Simulation Modeling Support, North Bergen Township, NJ. Expanded, calibrated and validated VISSIM traffic simulation model of NJ-495 and Lincoln Tunnel roadways and evaluated plans for lane closures and staging of the reconstruction of the NJ-495 Bridge over US-1 and Paterson Plank Road. A total of ten staging and mitigation scenarios were simulated and evaluated for both AM and PM peak periods. Various staging recommendations were tested and evaluated to minimize traffic delay impacts.	New Jersey Dept. of Transportation Trenton, NJ	\$171 Fee	2013	Yes
93. Computerized Roadway Asset Management System at all TBTA Facilities, New York, NY. GPI developed, furnished and installed a computerized system to map and manage traffic signs at all TBTA facilities using Geographic Information Systems (GIS) Technology. The project utilized video van technology to provide high resolution digital imagery of the facilities and GPS to determine the sign locations. The Computerized Roadway Asset Management System (C-RAMS) was developed as a user friendly application that included a web viewing component and GPI provided necessary support for successful implementation of the system.	MTA Bridges & Tunnels New York, NY	\$280 fee	2008	Yes

GREENMAN-PEDERSEN, INC.
EIN: 11-2537074

October 8, 2015

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
Attachment to Business History Form

SUMMARY OF RELEVANT ACCOMPLISHMENTS				
Project Name and Location	Client Name & Address	Cost Of Work (in thousands)	Completion Date	Project was completed on time and within budget
94. MassDOT Sign Management and Asset Inventory System (SMAIS), Various Locations, MA. This project Involves providing a comprehensive assessment of the condition and reflectivity of all roadway signs on state highways and state numbered routes throughout the Commonwealth of Massachusetts. This includes the inventory and development of a traffic sign database management system for over 6,000 miles of roadway.	Massachusetts Department of Transportation Boston, MA	\$170 fee	2016	Progressing on time/ budget

**THE UNIVERSITY OF THE STATE OF NEW YORK
EDUCATION DEPARTMENT**

THIS IS TO CERTIFY THAT HAVING MET THE REQUIREMENTS OF SECTION 7210 OF THE
EDUCATION LAW AND IN ACCORDANCE THEREWITH THIS CERTIFICATE OF AUTHORIZATION
IS GRANTED WHICH ENTITLES

GREENMAN PEDERSEN INC
325 WEST MAIN STREET
ATTN MICHELE BOBICH
BABYLON, NY 11702-0000

TO PROVIDE PROFESSIONAL ENGINEERING SERVICES IN THE STATE OF NEW YORK FOR
THE PERIOD 01/01/2015 TO 12/31/2017.

Douglas E. Lentivech
DOUGLAS E. LENTIVECH
DEPUTY COMMISSIONER
FOR THE PROFESSIONS

CERTIFICATE NUMBER
0011886



John B. King Jr.
JOHN B. KING JR.
PRESIDENT OF THE UNIVERSITY
AND COMMISSIONER OF EDUCATION

Contract ID#: T62500-01DR

Department: Public Works

CFPW16000006



E-46-16 CF

R55

CF (Capital)**Contract Details**

SERVICE "On-Call" Traffic Engineering

NIFS ID #: CFPW16000006

NIFS Entry Date: 1/20/16 Term: from execution to 2 years

New X Renewal	<input type="checkbox"/>
Amendment	<input type="checkbox"/>
Time Extension	<input type="checkbox"/>
Addl. Funds	<input type="checkbox"/>
Blanket Resolution	<input type="checkbox"/>
RES#	

1) Mandated Program:	Yes <input type="checkbox"/>	No X
2) Comptroller Approval Form Attached:	Yes X	No <input type="checkbox"/>
3) CSEA Agmt. § 32 Compliance Attached:	Yes X	No <input type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes X	No <input type="checkbox"/>
5) Insurance Required	Yes X	No <input type="checkbox"/>

Agency Information

Vendor	
Name The RBA Group – New York	Vendor ID# 13-2849354
Address 40 Marcus Drive, Suite 201 Melville, NY 11747	Contact Person David Lapping, PTP Phone 646-300-7171

County Department
Department Contact Aryeh Lemberger
Address 1194 Prospect Ave., Westbury, NY
Phone 516-571-9332

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fwd'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/>	1/11/16	[Signature]	
	DPW (Capital Only)	CF Capital Fund Approval <input type="checkbox"/>	1/21/16	[Signature]	
	OMB	NIFS Approval <input type="checkbox"/>	1/22/16	[Signature]	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if Blanket Res
1/22/16	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	1/25/16	[Signature]	
1/25/16	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	1/25/16	[Signature]	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>	1/25/16	Concetta A. Petrecci	
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>	<input type="checkbox"/>			
	County Attorney	NIFS Approval <input type="checkbox"/>			
	Comptroller	NIFS Approval <input type="checkbox"/>			
1/25/16	County Executive	Notarization Filed with Clerk of the Leg. <input type="checkbox"/>	1/25/16	[Signature]	

Contract ID#: T62500-01DR



Department: Public Works

Contract Summary

Description: Provide "On-Call" Traffic Engineering Services to DPW's Traffic Engineering Unit
Purpose: The purpose of this agreement is to make available to the Department engineering and inspection resources needed to complete specialized traffic projects with specific time constraints.
Method of Procurement: A formal Request For Proposals (RFP) process was conducted to prepare the services.
Procurement History: An RFP was released on September 23, 2015 and was advertised in Newsday and on the County website. In reply to the RFP we received proposals from fourteen firms. A team of five engineers, conducted the selection process and established a technical ranking based on the proposals.
Description of General Provisions: The selected Firms will provide traffic engineering services on an "on-call" basis. Specific work requests will be conveyed to each selected firm, who will then provide a scope of work to provide the services requested. A specific scope of work will be provided for each proposed item of work. A specific cost proposal will be developed for each item. The Firms will be reimbursed for direct labor costs based on approved wage rates and agreed upon multiplier. The maximum dollar ceiling is Six Hundred Thousand Dollars (\$600,000.00).
Impact on Funding / Price Analysis: Funding for this Agreement will come from various appropriate capital projects and/or the Department's operating budget. The funding source will depend on the proposed scope of services.
Change in Contract from Prior Procurement: N/A
Recommendation: (approve as submitted) Given the overall benefit of this project and the positive impact on public safety, it is recommended that this Agreement be approved as submitted.

Advisement Information

BUDGET CODES	
Fund:	CAP
Control:	62
Resp:	500
Object:	00002
Transaction:	CF

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$.01
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$.01

LINE	INDEX/OBJECT CODE	AMOUNT
1	PWCAPCAP/62500/00002	\$.01
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$.01

RENEWAL	
% Increase	
% Decrease	

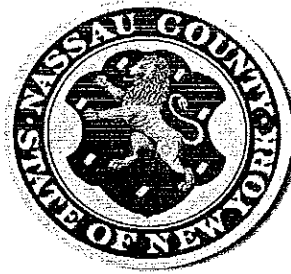
Document Prepared By: _____

Date: _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name <i>[Signature]</i>
Name	Name	Date <i>1/15/16</i>
Date	Date	<i>(For Office Use Only)</i>
		E #:

PRJCT	PRJCT DEFUND	DOC NO	DOC SFX	CST	GRP	CURR AMT	PAID AMT	BALANCE	RETAINAGE	CNTRCT	VNDR SFX	VNDR NME
61103	0 CAP	CEPW10000014	1	2	\$	163,000.00	\$ 163,000.00	\$ -	\$ -	20100825	1	THE RBA GROUP
61103	0 CAP	CEPW10000014	2	2	\$	12,520.00	\$ 12,520.00	\$ -	\$ -	20121701	1	THE RBA GROUP
61587 CMO	CAP	CEPW14000003	5	3	\$	0.01	\$ -	\$ 0.01	\$ -	20150106	1	THE RBA GROUP
61587 CMO	CAP	CEPW14000003	4	3	\$	161,657.80	\$ 39,856.15	\$ 121,801.45	\$ -	20140828	1	THE RBA GROUP
61587 CMO	CAP	CEPW14000003	3	3	\$	334,200.67	\$ -	\$ 334,200.67	\$ -	20150508	1	THE RBA GROUP
61587 CMO	CAP	CEPW14000003	1	3	\$	0.01	\$ -	\$ 0.01	\$ -	20140513	1	THE RBA GROUP
70089	0 CAP	CFCY14000002	1	2	\$	0.01	\$ -	\$ 0.01	\$ -	20140724	1	THE RBA GROUP
70097	0 CAP	CFCY14000002	2	2	\$	170,000.00	\$ -	\$ 170,000.00	\$ -	20151026	1	THE RBA GROUP

George Maragos
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: The RBA Group – New York

CONTRACTOR ADDRESS: 40 Marcus Drive, Suite 201, Melville, N.Y. 11747

FEDERAL TAX ID #: 13-2849354

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. X The contractor was selected pursuant to a Request for Proposals.

The Contract was entered into after a written request for proposals was issued on September 23, 2015. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday, posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on October 9, 2015. Fourteen (14) proposals were received and evaluated. The evaluation committee consisted of Kenneth G. Arnold, P.E., Assistant to Commissioner; Richard P. Millet, Chief Deputy Commissioner; Aryeh Lemberger, Unit Head, Traffic Engineering Unit; Sheila Dukacz, Signal Management Section Head; and Michael Hagan, P.E., Traffic Engineer I. The proposals were scored and ranked. As a result of the scoring and ranking, the five highest-ranking proposers were 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.

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.

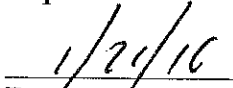
IX. ☒ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to the contract being submitted to the Comptroller.

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



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. 09/15

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Office of the County Executive
Att: Richard R. Walker, Chief Deputy County Executive

FROM: Department of Public Works

DATE: November 24, 2015

SUBJECT: Recommendation to Engage Services of Consultant
Traffic Engineering On-Call Services
Project Number T62500-01D

This Department intends to procure "On-Call" Traffic Engineering Services for our Traffic Engineering Unit. The services typically provided under an "On-Call" Services agreement include general traffic engineering, inspection, drafting, data collection, traffic signal designs, pavement marking designs, capacity analyses, traffic signal warrant studies, preparation and/or review of traffic impact studies, design of traffic calming measures and asset management system development.

A team of five (5) engineers conducted the consultant selection process and established a technical ranking based upon the evaluation of proposals. The review team included: Kenneth G. Arnold, P.E., Assistant to Commissioner; Richard P. Millet, Chief Deputy Commissioner; Aryeh Lemberger, Unit Head, Traffic Engineering Unit; Sheila Dukacz, Signal Management Section Head; and Michael Hagan, P.E., Traffic Engineer I.

In reply to our Request for Proposals, which was advertised in Newsday and on the County website, we received proposals from fourteen firms. In accordance with County Executive Order No. 1-1993 and Board of Supervisors Resolution 928-1993, these proposals were reviewed. The fourteen (14) firms that submitted proposals for review along with the results of the technical ranking and their proposed multipliers for design and inspection work are shown in the chart below.

Firm	Technical Score	Technical Rank	Design/Inspection Multiplier
Greenman-Pedersen, Inc.	95.4	1	2.60/2.20
Nelson & Pope Engineers & Surveyors	93.4	2	2.65/2.20
LiRo Engineers, Inc.	85.4	3	2.50/2.50
L.K. McLean Associates, P.C.	84.8	4	2.50/2.25
The RBA Group	83.8	5	2.50/2.25
Cameron Engineering & Associates, LLP	79.8	6	2.75/2.40
M&J Engineering, P.C.	79.4	7	2.30/2.30
Parsons Brinckerhoff	72.6	8	2.827/2.827
Cashin Associates, P.C.	71	9	2.80/2.50
Lockwood, Kessler & Bartlett, Inc.	68	10	2.7/2.3
Schneider Engineering, PLLC	67.6	11	3.00/3.00
SIMCO Engineering, P.C.	67.2	12	2.49/2.49
Gibbons, Esposito & Boyce Engineers, P.C.	63.6	13	2.70/2.30
VHB Engineering, Surveying and LA, P.C.	Disqualified	14	N/A



Office of the County Executive
 Att: Richard R. Walker, Chief Deputy County Executive
 November 24, 2015
 Page three
 SUBJECT: Recommendation to Engage Services of Consultant
 Traffic Engineering On-Call Services
 Project Number T62500-01D

It should be noted that no specific cost proposals were requested with this RFQ/RFP since the services are of an "On-Call" nature and a specific scope of work cannot be defined. The Department intends to award "on-call" agreements to the five (5) highest ranked firms. The firms selected will be required to submit a cost proposal on a case by case basis for review and approval for each item of work proposed under this agreement. Payments to the firms will be based on actual salaries paid to their personnel times a multiplier. Since there is no specific scope of work, there is no specific cost identified. However, based on previous years, we estimate approximately \$600,000.00 worth of work through this agreement. The agreements would have a term of two (2) years with the option to extend for one (1) additional year. Each firm, as part of this RFQ/RFP, was requested to submit a proposed multiplier for design services and a proposed multiplier for inspection services. These multipliers will be capped at a rate to be determined through contract negotiations.

The Department recommends that the following firms be retained for these services:

Firm/Address	Proposed Sub-Consultants/Address/MBE/WBE
Greenman-Pedersen, Inc. 325 West Main Street Babylon, NY 11702	M & J Engineers, P. C. (MBE) 52 South Terrace Place Valley Stream, NY 11580 TRIP Consultants Corp. 311 85th Street Brooklyn, NY 11209
Nelson & Pope Engineers & Surveyors 572 Walt Whitman Road Melville, NY 11747	Traffic Databank (MBE) 716 South Sixth Avenue Mt. Vernon, NY 10550 B. Thayer Associates (WBE) 100 Crossways Park Drive West Suite 104 Woodbury, NY 11797
LiRo Engineers, Inc. 3 Aerial Way Syosset, NY 11791	American Traffic Information, Inc. 336 Pulaski Avenue Staten Island, NY 10303 Traffic Counts Collecting, Inc. (WBE) 65-39 Maurice Avenue Woodside, NY 11377 Wiley Engineering, P.C. (MBE) 800 Veterans Memorial Highway Suite 302 Hauppauge, NY 11788
L.K. McLean Associates, P.C. 437 South Country Road Brookhaven, NY 11719	CSM Engineering, P.C. (WBE) 626 RXR Plaza Uniondale, NY 11556 Wiley Engineering, P.C. (MBE) 800 Veterans Memorial Highway Suite 302 Hauppauge, NY 11788

Office of the County Executive
Att: Richard R. Walker, Chief Deputy County Executive
November 24, 2015
Page three
SUBJECT: Recommendation to Engage Services of Consultant
Traffic Engineering On-Call Services
Project Number T62500-01D

The RBA Group, Inc. 40 Marcus Drive Suite 201 Melville, NY 11747	Wiley Engineering, P.C. (MBE) 800 Veterans Memorial Highway Suite 302 Hauppauge, NY 11788 Traffic Databank (MBE) 716 South Sixth Avenue Mt. Vernon, NY 10550 Traffic Counts Collecting, Inc. (WBE) 65-39 Maurice Avenue Woodside, NY 11377
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In accordance with procedural guidelines, CSEA has been notified of this proposed agreement.

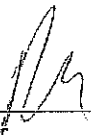
Please indicate whether you approve or disapprove of our recommendation and return this memo to this office for appropriate action.


Richard P. Millet
Chief Deputy Commissioner

RPM:KGA:AL:pl

c: Shila Shah-Gavnoudias, Commissioner
Kenneth G. Arnold, Assistant to Commissioner
Aryeh Lemberger, Unit Head, Traffic Engineering Unit
Sheila Dukacz, Section Head, Signal Shop
Michael Hagan, Traffic Engineer I
Jonathan Lesman, Management Analyst II

APPROVED:


Richard R. Walker
Chief Deputy County Executive


Date

DISAPPROVED:

Richard R. Walker
Chief Deputy County Executive

Date

REQUEST TO INITIATE

RTI Number 15-0290

REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSAL/REQUEST FOR BID CONTRACT

PART I: Approval by the Deputy County Executive for Operations must be obtained prior to ANY RFQ/RFP/RFBC
☐ RFQ ☒ RFP ☐ RFBC ☐ In-House or Requirements Work OrderProject Title: Traffic Engineering "on-call"Department: Public Works Project Manager: A. Lemberger Date: 7/8/15Service Requested: Traffic Engineering on-call servicesJustification: The Traffic Engineering Unit of DPW requires specialized assistance on an on-call basis.Requested by: DPW Department/Agency/OfficeProject Cost for this Phase/Contract: (Plan/Design/Construction/CM/Equipment) _____
Circle appropriate phaseTotal Project Cost: TBD Date Start Work: 1/1/16 Duration: 2 years
Includes, design, construction and CM Phase being requested Phase being requestedCapital Funding Approval: YES ☒ NO ☐ [Signature] 6/25/15
SIGNATURE DATEFunding Allocation (Capital Project): 62500
See Attached Sheet if multiple ☐NIFS Entered: [Signature] DATEAIM Entered: [Signature] 9-11-15
SIGNATURE DATEFunding Code: 62500 000
use this on all encumbrancesTimesheet Code: 15-0290
use this on timesheetsState Environmental Quality Review Act (SEQRA):
Type II Action ☒ or Environmental Assessment Form Required ☐
Supplemental Environmental Documentation _____Department Head Approval: YES ☒ NO ☐ [Signature]
SIGNATUREDCE/Ops Approval: YES ☐ NO ☐ [Signature]
SIGNATURE

PART II: To be submitted to Chief Deputy County Executive after Qualifications/Proposals/Contracts are received from Responding vendors.

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

DCE/Ops Approval: YES NO Signature _____

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

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

FROM: Department of Public Works


DATE: November 17, 2015

SUBJECT: CSEA Notification of a Proposed DPW Contract
Requirements Contract
Proposed Contract No: T62500-01D

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

1. DPW plans to recommend a contract/agreement for the following services:
"On-Call" Traffic Engineering Services for the Department's Traffic Engineering Unit.
2. The work involves the following: Providing traffic engineers, inspectors, draftsmen, technicians and other staff on an "as needed" basis for various traffic engineering related projects including, but not limited to: traffic signal designs, pavement marking designs, capacity analyses, traffic signal warrant studies, data collection, preparation and/or review of traffic impact studies, traffic signal inspection, and asset management system development.
3. An estimate of the cost is: \$600,000.00
4. An estimate of the duration is: Twenty-four (24) months

Should you wish to propose an alternative to the proposed contract/agreement, please respond within ten (10) days to: Department of Public Works, Att: Kenneth G. Arnold, Assistant to Commissioner, telephone 1-9607, fax 1-9657.



Kenneth G. Arnold
Assistant to Commissioner

KGA:WSN:AL:pl

c: Christopher Fusco, Director, Office of Labor Relations
Brian Libert, Deputy Director, Office of Labor Relations
Keith Cromwell, Office of Labor Relations
Rakhal Maitra, Deputy Commissioner
William S. Nimmo, Deputy Commissioner
Aryeh Lemberger, Unit Head, Traffic and Engineering Unit
Patricia Kivo, Unit Head, Human Resources Unit
Loretta Dionisio, Hydrogeologist II



RULES RESOLUTION NO. ~~55~~ 2016

E-46-14

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND THE RBA GROUP - NEW YORK

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 3-7-16
VOTING:
aye 4 nays 6 abstained 3 recused 0
Legislators present: 7

WHEREAS, the County has negotiated a personal services agreement with The RBA Group – New York for “On-Call” Traffic Engineering 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 said agreement with The RBA Group – New York

CONTRACT FOR SERVICES

THIS AGREEMENT (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date this Agreement is executed by the County of Nassau, between (i) County of Nassau Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") acting for and on behalf of Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County") and (ii) The RBA Group, -- New York, a consultant firm having its principal office at 40 Marcus Drive, Suite 201, Melville, NY 11747 (the "Firm" or the "Contractor").

WITNESSETH:

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

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

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

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

1. Term. This term of this Agreement shall commence on the date on which this Agreement is executed by the County (the "Commencement Date") and terminate on December 31, 2017 (the "Expiration Date") unless sooner terminated or extended in accordance with its terms. Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend this Agreement for a period of up to one (1) year by delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date. The Agreement so extended shall be on the same terms, conditions and covenants as during the initial term except that the Expiration Date shall be modified in accordance with the notice of extension.

2. Services, Extra Services and Reimbursable Expenses.

(a) The services to be provided by the Firm under this Agreement, on an as needed basis, consist of, but may not be limited to general traffic engineering, signal design, roadway geometry design, pavement marking design, sign design, general design services, construction inspection services, construction management services, data collection, traffic analyses, Computer Aided Design (CAD) and drafting, signal warrant surveys, left turn warrant surveys, traffic impact analyses, traffic counting services, general traffic studies, traffic signal progression studies, fiber optic communication design, Synchro analyses, traffic calming studies, management systems development, traffic management center construction and operations, providing traffic engineers, providing intelligent transportation system specialists, and providing technicians. The specific work divisions and deliverables related to this project are more particularly described in the "Detailed Scope of Services," attached hereto and hereby made a part hereof as Exhibit "A".

(b) At any time during the term of this Agreement, the Department may, in its sole and absolute discretion, require the Firm to perform Extra Services. The Firm shall not perform, nor be compensated for, Extra Services without the prior written approval of the Commissioner. The Firm agrees to perform any such Extra Services in accordance with the terms and conditions contained in this Agreement. As used herein, "Extra Services" means additional services which are (i) generally within the scope of services set forth in this Agreement, (ii) necessary or in furtherance of the goals of this Agreement and (iii) not due to the fault or negligence of the Firm.

(c) The following items are not included in the Firm's fee, and shall be reimbursable at an actual cost as expenditures in the interest of the project, provided they have been approved in advance by the Department in writing, and are subject to compliance with the County's bill paying procedures:

(1) The direct cost of expenses for travel to locations other than the County and or the

project site, including transportation (coach unless otherwise authorized by the Department), reasonable meal and lodging expenses, at rates established by the County for its own employees, and as have been approved in advance by the Department.

(2) Testing Laboratory Services, controlled inspections, and the like.

(3) Messenger service and cables as not necessarily incurred in the performance of services hereunder by the Firm and their sub-consultants.

(4) Final models, photographs and renderings as requested by the County.

(5) Reproduction of design development and construction document drawings, specification, reports, and other documents furnished to, or on behalf of the County in excess of five (5) copies each. Any items prepared on behalf of the Firm or their sub-consultants shall not be paid for by the County.

(6) Direct costs incurred in the relocation of the Firm's temporary field offices.

(7) Other comparable expenses as approved by the Department.

3. Payment.

(a) Amount of Consideration. The amount to be paid to the Firm as full consideration for the Firm's services under this Agreement shall be payable as set forth in the "Payment Schedule," attached hereto and made a hereby part hereof as Exhibit "B". Notwithstanding the foregoing, the maximum amount to be paid to the Firm for the Firm's services under this Agreement, including any Extra Services that may be so authorized, shall not exceed **Six Hundred Thousand (\$600,000.00)** dollars.

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

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

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

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Firm 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 Firm received notice that the County did not desire to receive such services.

(f) Payments Relating to Services Rendered by Subcontractors. The County retains the right, but not the obligation, prior to making any payment to the Firm, to demand that the Firm furnish to the County, proof acceptable to the County, in its sole and absolute discretion, that all due and payable claims made by subcontractors in connection with this Agreement have been paid to date or are included in the amount being requested by the Firm.

4. Ownership and Control of Work Product

(a) Copyrights.

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

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

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

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

(b) Patents and Inventions. Any discovery or invention arising out of or developed in the course of performance of this Agreement shall be promptly and fully reported to the Department, and if this work is supported by a federal grant of funds, shall be promptly and fully reported to the Federal Government for determination as to whether patent protection on such invention shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest.

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

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

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

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

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

7. Compliance with Law.

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

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

- (i) Firm 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, such breach being determined solely by the County. Firm has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) On a yearly basis, Firm shall provide the County with any material changes to its Certificate of Compliance, attached hereto and hereby made a part hereof as Appendix "L."

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Firm acknowledges that Firm's 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 Firm of such request prior to disclosure of the Information so that the Firm may take such action as it deems appropriate.

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

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

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

9. Indemnification; Defense; Cooperation.

(a) The Firm 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 (i) negligent acts, errors or omissions; (ii) willfull misconduct; or (iii) breach of performance under this Agreement of the Firm or a Firm's Agent, 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 Firm shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Firm shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Firm'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 Firm is responsible under this Section, and, further to the Firm's indemnification obligations, the Firm shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Firm shall, and shall cause Firm's 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 Firm and/or a Firm's Agent in connection with this Agreement.

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

10. Insurance.

(a) Types and Amounts. The Firm shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Firm'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 Firm 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 Firm shall be solely responsible for the payment of all deductibles to which such policies are subject. The Firm 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 Firm 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 Firm shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Firm 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 Firm to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Firm to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

11. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii)

waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

12. Termination.

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

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

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

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

13. Accounting Procedures; Records. The Firm shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Firm is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

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

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

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

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

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

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

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

(a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or 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.

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

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

21. Administrative Service Charge. The Firm agrees to pay the County an administrative

service charge of five hundred thirty three dollars (\$533) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by the Firm upon signing this Agreement.

22. Joint Venture.

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

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

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

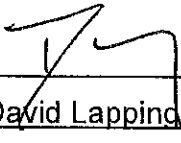
(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has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

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

{Remainder of page intentionally lefty blank}

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

THE RBA GROUP – NEW YORK

By: 
Name: David Lapping, PTP
Title: Director of Operations
Date: 1/11/16

NASSAU COUNTY

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

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

SS.:

COUNTY OF NASSAU)

On the 11th day of January in the year 2016 before me personally came David Lapping to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Fairfield; that he or she is the Director of Operations of The RBA Group – New York, 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.

Robert A. Lukas
NOTARY PUBLIC

DOLORES A. FISKAA
Notary Public - State of New York
No. 01F16147877
Qualified in Nassau County
Commission Expires June 19, 2018

STATE OF NEW YORK)

)SS.:

COUNTY OF NASSAU)

On the ____ day of _____ in the year 20____ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

EXHIBIT "A"

DETAILED SCOPE OF SERVICES

The services to be provided by the firm under this agreement shall consist of all required professional services for the various traffic engineering assignments, including but not limited to general traffic engineering, signal design, roadway geometry design, pavement marking design, sign design, general design services, construction inspection services, construction management services, data collection, traffic analyses, Computer Aided Design (CAD) and drafting, signal warrant surveys, left turn warrant surveys, traffic impact analyses, traffic counting services, general traffic studies, traffic signal progression studies, fiber optic communication design, Synchro analyses, traffic calming studies, management systems development, traffic management center construction and operations, providing traffic engineers, providing intelligent transportation system (ITS) specialists, providing CAD operators, and providing technicians ("Services").

The Firm shall be responsible for obtaining all required approvals, permits, certifications, and clearances from the appropriate Federal, State and local authorities, if any, necessary to complete the project.

The Firm shall provide copies of any and all sample/test reports, design calculations and other data to the County. Copies of all drawings and specifications shall also be provided to the County in electronic format. Any drawings are to be prepared in a computerized format suitable for incorporation into the County's GIS. All CAD drawings and designs shall be provided in a County approved format and in conformance with the layering standards developed by the Traffic Engineering Unit.

Upon the County's request, at any time during the term of this Agreement, the Firm shall change or revise any or all drawings and specifications.

The Firm shall evaluate potential changes, budget and schedule impacts.

The Firm shall attend, with subcontractors as appropriate or requested by the County, all regularly scheduled meetings. The Firm shall prepare and distribute meeting minutes for all meetings unless otherwise directed by the County.

The County shall develop a detailed scope of work for each potential assignment to be undertaken as part of this Agreement. The Firm will be required to submit a scope of work, staffing chart and cost proposal specific to the detailed scope of work requested by the County.

This Agreement is an on-call services agreement. Nothing contained in this Agreement shall be deemed to assign, or guarantee assignment of, any work to the Firm. This Agreement allows the Firm to send the County a proposal in the event the County requires services covered in this Agreement. Any work that may be assigned to the Firm is subject to all terms and conditions contained in this Agreement.

Appendix "B"

Payment Schedule

Payment to the Firm for all services as outlined in "Exhibit A," including any extra services that may be authorized under this Agreement, shall be made as follows:

- A. The Firm shall be paid on the basis of **2.50** times the actual salaries or wages paid to the technical personnel engaged in this phase of the work, other than inspection services and **2.25** times the actual salaries or wages paid to the technical personnel engaged in the work for inspection services, exclusive of payroll taxes, insurance, and any and all fringe benefits. The Firm shall be compensated for such services performed by principals, while engaging in a technical capacity in the project, on the same basis as technical personnel. Notwithstanding the foregoing, the maximum billable rate, after application of the multiplier, shall not exceed **one hundred seventy five dollars (\$175.00) per hour**.
- B. With regard to any task for which payment is calculated on the basis of a multiple of salary, it is understood and agreed that the County will utilize the Firm's approved Personnel List which is currently active and in use in connection with the Firm's services on other County Public Works projects. In the event there is no current Personnel List, or if an existing list is incomplete, then the Firm will submit either such Personnel List setting forth names, classifications, and hourly rates, or if necessary, submit a supplement to an active list, at the time the proposal is presented. In either case, the prior written approval of the Commissioner is required. It is the County's intention hereby that the salary to be reimbursed to the Firm for a named employee shall be the same for said employee on all current County agreements with the Firm
- C. The firm may grant an employee a salary increase within a classification or by a change of classification. The intention to grant an employee a salary increase within a classification, or to change his or her classification, must be communicated in writing by the Firm to the Commissioner at least one month prior to the effective date of the increase or change of classification. The prior, written approval of the Commissioner is required. If the Firm hires new employees whom they wish to assign to work on this project, they must submit such employees' names, their titles and proposed salaries, and receive prior written approval from the Commissioner.
- D. Claims for services performed shall be accompanied by a certified statement setting forth the names of the persons performing the work, the title held by each person, their hourly rates, the number of hours worked and the total compensation earned. All claims for compensation shall be made upon forms supplied by the County Comptroller, and shall be approved for payment by the Commissioner or his designee. The payroll records of the Firm shall be available for inspection and audit as required.
- E. Overtime - Payment vouchers which include overtime shall not be approved by the Department without the Firm having obtained prior written approval of the Department for such overtime. The premium pay for overtime, above the straight hourly rate shall not be subject to any multiplier. In computing the cost to the County for overtime work performed, the overtime period shall be paid at the straight hourly rate times the applicable multiplier, plus the overtime premium cost incurred.
- H. Extra Services or Additional Costs. If the Firm is required to perform extra services, or incurs additional expenses due to substantial changes ordered by the Department, which changes are not due to the fault or negligence of the Firm; the Firm shall be compensated for such extra expense and services. Payment terms for any additional services shall be as mutually agreed by the Department and Firm, as either a lump sum or based on actual salaries of personnel as stipulated herein and calculated in accordance with either paragraph A above. Such extra services are to be provided only after written authorization by the Department.

COUNTY OF NASSAU
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: The RBA Group - New York

Address: 40 Marcus Drive, Suite 201

City, State and Zip Code: Melville, NY 11747

2. Entity's Vendor Identification Number:

3. Type of Business: Public Corp ☒ Partnership Joint Venture
Ltd. Liability Co Closely Held Corp Other (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):

David Lapping, PTP, Director of Operations - [REDACTED]

Neil Bernstein, PE, CEO - [REDACTED]

Robert Ellis, CFO - [REDACTED]

Daniel McGovern, AIA, Director of Architecture - 2 [REDACTED]

Thomas Badenoch, LS, Director of Survey [REDACTED]

Jackson Wandres, RLA, Director of Landscape Architecture [REDACTED]

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.

Neil Bernstein, PE, CEO [REDACTED]

Daniel McGovern, AIA, Director of Architecture - 2 [REDACTED]

Thomas Badenoch, LS, Director of Survey - [REDACTED]

Jackson Wandres, RLA, Director of Landscape Architecture - [REDACTED]

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

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). 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, or to otherwise engage in lobbying as the term is defined herein. 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.

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

N/A

Page 3 of 4

(b) Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete description of lobbying activities.

N/A

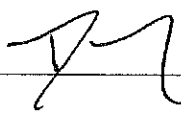
(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

N/A

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

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

Dated: 1/11/16

Signed: 

Print Name: David Lapping, PTP

Title: Director of Operations

Page 4 of 4:

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.

EXECUTIVE ORDER NO. 2-2015

EXECUTIVE ORDER PURSUANT TO SECTION 203 OF THE COUNTY
GOVERNMENT LAW OF NASSAU COUNTY TO FURTHER DISCLOSURE
BY THOSE DOING BUSINESS WITH NASSAU COUNTY

WHEREAS, pursuant to subdivision 1 of section 203 of the Nassau County Charter, the County Executive is responsible for the administration of all departments, offices and functions of the county government; and

WHEREAS, the County Executive, in furtherance of his duties pursuant to subdivision 1 of section 203, is committed to ensuring transparency and openness with respect to the administration of governmental functions; NOW, THEREFORE BE IT

ORDERED, every lobbyist as defined on the attached Lobbyist Registration and Disclosure Form (hereinafter "Lobbyist Form"), shall annually file the Lobbyist Form with the County Attorney and with the Clerk of the Nassau County Legislature for each calendar year, provided, however, that the filing of such statement of registration shall not be required of any lobbyist who in any year does not earn or incur an amount in excess of one thousand dollars reportable compensation and expenses for the purposes of lobbying, or is an officer, director, trustee or employee of any public corporation when acting in such official capacity; and it is further

ORDERED, that such filing shall be completed on or before January fifteenth by those persons who have been retained, employed or designated as lobbyists on or before December thirty-first of the previous calendar year who reasonably anticipate that in the coming year they will earn or incur combined reportable compensation and expenses in an amount in excess of one thousand dollars; and for those lobbyists retained, employed or designated after December thirty-first, and those lobbyists who, subsequent to their retainer, employment or designation, reasonably anticipate combined reportable compensation and expenses in excess of such amount, such filing must be completed within fifteen days thereafter; and it is further

ORDERED, that the County Attorney shall forward copies of each Lobbyist form to the Nassau County Department of Information Technology ("IT"), and that IT shall develop and maintain a lobbyist registration page on that County's website, and make available all such Lobbyist Forms for public inspection on the County's website; and it is further

ORDERED, that upon termination of a lobbyist's retainer, employment or designation, such lobbyist and the client, if any, on whose behalf such service has been rendered shall both give notice to the County Attorney in the electronic filing system within thirty days after the lobbyist ceases the activity that required such lobbyist to file a statement of registration; however, such lobbyist shall nevertheless comply with the reporting requirements as set forth above and the reporting requirements for the last periodic reporting period up to the date such activity has ceased; and it is further

ORDERED, any lobbyist required to file a Lobbying Form as set forth herein who, in any lobbying year, earns or incurs combined reportable compensation and expenses in an amount in excess of one thousand dollars, for the purpose of lobbying, shall file with the County Attorney periodic reports, on forms prescribed by the County Attorney, by the fifteenth day next succeeding the end of the reporting period on which the cumulative total for such lobbying year equaled such sum. Such reporting periods shall be the period from January 1 to March 31, April 1 to May 31, June 1 to August 31 and August 31 to December 31; and it is further

ORDERED, that any lobbyist making a report pursuant to the above paragraph shall thereafter file with the County Attorney, on forms prescribed by the County Attorney, a periodic report for each reporting period that such person earns or incurs combined reportable compensation and expenses in an amount in excess of one thousand dollars for the purposes of lobbying during such reporting period. Such report shall be filed not later than the fifteenth day next succeeding the end of such reporting period and shall include the amounts so earned or

incurred during such reporting period and the cumulative total during the lobbying year; and it is further

ORDERED, that IT shall ensure that the Lobbying Form and the form for periodic reports prescribed by the County Attorney are available on the County website; and it is further

ORDERED, that this Executive Order shall take effect immediately.

Dated: May 15, 2015

EDWARD P. MANGANO
NASSAU COUNTY ATTORNEY

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name 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; or to otherwise engage in lobbying activities as the term is defined herein. 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.

N/A

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

N/A

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

N/A

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


N/A

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

N/A

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.

Dated: 1/11/16

Signed:  _____

Print Name: David Lapping, PTP

Title: Director of Operations

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 propose

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 by such title and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

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

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

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

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

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

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

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

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

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

(j) Reward 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.

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 Best Efforts with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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

As used in this Appendix EE the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of the County Contractor. The work shall include, but not be limited to, labor, materials and/or supplies, and professional services necessary for a County Contractor to fulfill the obligations of a County Contract.

Appendix G

Business History Form

In addition to the submission of bids/proposals, as applicable, each bidder/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 bid/proposal.

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

Date: 1/11/16

1) Bidder's/Proposer's Legal Name: The RBA Group - New York

2) Address of Place of Business: 40 Marcus Drive, Suite 201, Melville, NY 11747

List all other business addresses used within last five years:

3) Mailing Address (if different): _____

Phone : (631) 891-3200

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: _____

5) Federal I.D. Number: _____

6) The bidder/proposer is a (check one): _____ Sole Proprietorship X Partnership _____
Corporation _____ Other (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business?
Yes _____ No X If Yes, please provide details: _____

8) Does this business control one or more other businesses? Yes _____ No X If Yes, please provide details: _____

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes _____ No X If Yes, provide details: _____

10) Has the bidder/proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes _____ No X 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 bidder/proposer, during the past seven years, been declared bankrupt? Yes _____ No X
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 X If Yes, provide details for each such investigation. _____

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. NO X YES _____ ; If Yes, provide details for each such investigation. _____

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? No X Yes _____ If Yes, provide details for each such charge. _____

B) Any misdemeanor charge pending? No X Yes _____ If Yes, provide details for each such charge. _____

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? No X 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 X 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?
No X Yes _____ If Yes, provide details for each such occurrence.

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? No X Yes _____; If Yes, provide details for each such instance. _____

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? No X Yes _____ 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. _____

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:

(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 as collection agent on behalf of Nassau County. N/A

(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 as collection agent on behalf of Nassau County. N/A

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

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 RBA Group - New York does not and will not possess any conflicts of interest in regard to doing business with Nassau County.

Attachments to Business History Form

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

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

Should the bidder/proposer be other than an individual, the bid/proposal should include:

- i) Date of formation;
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
- iii) Name, address and position of all officers and directors of the company;
- iv) State of incorporation (if applicable);
- v) The number of employees in the firm;
- vi) Annual revenue of firm;
- vii) Summary of relevant accomplishments
- viii) Copies of all state and local licenses and permits.

- B. Indicate number of years in business.

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

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

Company Suffolk County Department of Public Works

Contact Person Mr. William Hillman, P.E., Chief Engineer

Address 335 Yaphank Avenue

City/State Yaphank, NY 11980

Telephone (631) 852-4002

Fax # (631) 852-4150

E-Mail Address william.hillman@suffolkcountyny.gov

Company Nassau Community College

Contact Person Ms. Carol Lynn Friedman, RA, Director of Design & Construction

Address One Education Drive

City/State Garden City, NY 11530

Telephone (516) 572-9786

Fax # N/A

E-Mail Address carol.friedman@ncc.edu

Company Town of Brookhaven

Contact Person Mr. Steve Tricarico, Deputy Superintendent of Highways

Address 1140 Old Town Road

City/State Coram, NY 11727

Telephone (631) 451-9242

Fax # N/A

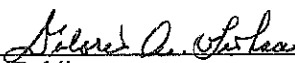
E-Mail Address stricarico@brookhaven.org

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/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, David Lapping, 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 County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; 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 questionnaire as additional inducement to enter into a contract with the submitting business entity.

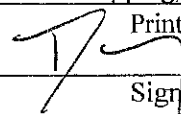
Sworn to before me this 11th day of January 2016



Notary Public
DOLORES A. FISKAA
Notary Public - State of New York
No. 01FI6147877
Qualified in Nassau County
Commission Expires June 19, 2018

Name of submitting business: The RBA Group - New York

By: David Lapping, PTP

Print name


Signature
Director of Operations

Title

1 / 11 / 16

Date



Attachments to Business History Form

- A. Include a resume or detailed description of the bidder's/proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.
- i. Date of formation - **1983**
 - ii. Names, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner –
 - **Neil Bernstein, PE, CEO** - [REDACTED]
 - **Daniel McGovern, AIA, Director of Architecture** - [REDACTED]
 - **Thomas Badenoch, Director of Survey** - [REDACTED]
 - **Jackson Wandres, RLA, Director of Landscape Architecture** - [REDACTED]
 - iii. Names, addresses and position of all officers and directors of the company –
 - **David Lapping, PTP, President** - [REDACTED]
 - **Neil Bernstein, PE, CEO** - [REDACTED]
 - **Robert Ellis, CFO** - [REDACTED]
 - **Daniel McGovern, AIA, Director of Architecture** - [REDACTED]
 - **Thomas Badenoch, Director of Survey** - [REDACTED]
 - **Jackson Wandres, RLA, Director of Landscape Architecture** - [REDACTED]
 - iv. State of incorporation - **New York**
 - v. The number of employees in the firm - **226**
 - vi. Annual revenue of the firm - **\$37.5 million**
 - vii. Summary of relevant accomplishments - **See Proposal**
 - viii. Copies of all state and local licenses and permits - **See attached**
- B. Indicate number of years in business - **33 years**
- C. Provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services - **See Proposal**

THE UNIVERSITY OF THE STATE OF NEW YORK
EDUCATION DEPARTMENT

THIS IS TO CERTIFY THAT HAVING MET THE REQUIREMENTS OF SECTION 7210 OF THE
EDUCATION LAW AND IN ACCORDANCE THEREWITH THIS CERTIFICATE OF AUTHORIZATION
IS GRANTED WHICH ENTITLES

THE RBA GROUP - NEW YORK
32 OLD SLIP
4TH FLOOR
NEW YORK, NY 10005-0000

TO PROVIDE PROFESSIONAL ENGINEERING SERVICES IN THE STATE OF NEW YORK FOR
THE PERIOD 05/01/2013 TO 04/30/2016.



Maryellen Elia
MARYELLEN ELIA
COMMISSIONER OF EDUCATION

CERTIFICATE NUMBER
0010079 DUPLICATE

THE UNIVERSITY OF THE STATE OF NEW YORK
EDUCATION DEPARTMENT

THIS IS TO CERTIFY THAT HAVING MET THE REQUIREMENTS OF SECTION 7210 OF THE
EDUCATION LAW AND IN ACCORDANCE THEREWITH THIS CERTIFICATE OF AUTHORIZATION
IS GRANTED WHICH ENTITLES

THE RBA GROUP - NEW YORK
32 OLD SLIP
4TH FLOOR
NEW YORK, NY 10005-0000

TO PROVIDE LAND SURVEYING SERVICES IN THE STATE OF NEW YORK FOR THE PERIOD
11/01/2015 TO 10/31/2018.



Maryellen Elia
MARYELLEN ELIA
COMMISSIONER OF EDUCATION

CERTIFICATE NUMBER
0012638

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

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

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

David Lapping, PTP, Director of Operations

Name and Title of Authorized Representative

mldiyy

1/11/16

Signature

Date

The RBA Group - New York

Name of Organization

40 Marcus Drive, Suite 201, Melville, NY 11747

Address of Organization

Instructions for Certification

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

APPENDIX H
PRINCIPAL QUESTIONNAIRE
FORM

All questions on these questionnaires must be answered and the 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.

A. Errors, Omissions and Changes:

If during the performance of the contract issued pursuant to this RFP, either of the following occurs, the selected proposer shall promptly give notice in writing of the situation to the County, and therefore cooperate with the County's review and investigation of such information.

- a. Selected proposer has reason to believe that any representation or answer to any question contained in this Questionnaire was not accurate or complete at the time this Questionnaire was signed; or
- b. Events occur or circumstances change so that an answer to any question in Appendix H is no longer accurate or complete.

In the County's sole discretion, the following shall constitute grounds for the County to take remedial action up to and including immediate termination of the contract issued pursuant to this RFP for convenience without payment for profit and overhead for work not performed if:

i) Proposer fails to notify the County as required by this provision: ii) Proposer fails to cooperate with the County's request for additional information as required by this article.

B. Inquiries:

The County reserves the right to inquire further with respect to Proposer's responses; and Proposer consents to such further inquiry and agrees to furnish all relevant documents and information as requested by the County. Any response to this document prior or subsequent to Proposer's Proposal which is or may be construed as unfavorable to Proposer will not necessarily automatically result in a negative finding on the question of Proposer's responsibility or a decision to terminate the contract issued pursuant to this RFP if it is awarded to Proposer.

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 David Lapping, PTP
- Business address* 40 Marcus Drive, Suite 201
- City/state/zip Melville, NY 11747
- Telephone* (631) 891-3201
- Other present address(es) _____

City/state/zip _____

Telephone _____

List of other addresses and telephone numbers attached

- 2) Positions held in submitting business and starting date of each (check all applicable) President
President 8 / 13 / 15 Treasurer _____ / _____ / _____
Chairman of Board _____ / _____ / _____ Shareholder _____ / _____ / _____ Chief
Exec. Officer _____ / _____ / _____ Secretary _____ / _____ / _____ Chief
Financial Officer _____ / _____ / _____ Partner _____ / _____ / _____
Vice President _____ / _____ / _____ Senior Vice President 7 / 20 / 08
(Other)
- 3) Do you have an equity interest in the business submitting the questionnaire?
NO ☒ YES _____ 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? NO ☒ YES _____
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? NO ☒ YES _____;
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? NO ☒ YES _____
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:
- Been debarred by any government agency from entering into contracts with that
agency? NO ☒ YES _____ If Yes, provide details for each such instance.
 - Been declared in default and/or terminated for cause on any contract, and/or had any
contract cancelled for cause? NO ☒ YES _____ If Yes, provide details for each
such instance.

- 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?
NO X YES _____; If yes, provide details for each such instance.
- 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?
NO X 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? 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.)
- a) Is there any felony charge pending against you? NO X YES _____
If Yes, provide details for each such charge.
- b) Is there any misdemeanor charge pending against you? NO X YES _____
If Yes, provide details for each such charge.
- c) Is there any administrative charge pending against you? NO X 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 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? NO X 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 X 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 X YES _____; If Yes, provide details for each such occurrence.
- 9) 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? NO X YES _____; If Yes, provide details for each such investigation.
- 10) 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?

NO ☒ YES _____ ;If Yes; provide details for each such investigation.

- 11) 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?

NO ☒ YES _____ ;If Yes, provide details for each instance.

- 12) 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?

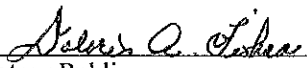
NO ☒ YES _____ If Yes, provide details for each year.

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.

I, David Lapping, 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 County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; 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 questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 11th day of January 2016.



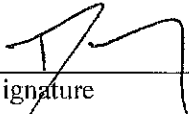
Notary Public
DOLORES A. FISKAA
Notary Public - State of New York
No. 01FI6147877
Qualified In Nassau County
Commission Expires June 19, 2018

The RBA Group - New York

Name of submitting business

David Lapping, PTP

Print name



Signature

Director of Operations

Title

1 / 11 / 16

Date

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:

The RBA Group - New York (Name)

40 Marcus Drive, Suite 201, Melville, NY 11747 (Address)

(631) 891-3200 (Telephone Number)

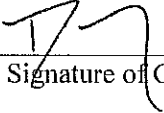
2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a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

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

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

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

1/11/16
Dated _____



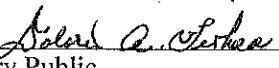
Signature of Chief Executive Officer

David Lapping, PTP

Name of Chief Executive Officer

Sworn to before me this

11th day of January, 20 16.



Notary Public
DOLORES A. FISKAA
Notary Public - State of New York
No. 01F16147877
Qualified in Nassau County
Commission Expires June 19, 2018