

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](#),
[E-47-16 WEB.PDF](#), [E-48-16 WEB.PDF](#), [E-49-16 WEB.PDF](#), [E-50-16 WEB.PDF](#),
[E-51-16 WEB.PDF](#), [E-53-16 WEB.PDF](#), [E-54-16 WEB.PDF](#), [E-55-16 WEB.PDF](#),
[E-56-16 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

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Page 31, Line 5 - Page 32, Line 10

1 Finance Committee - 3-7-16 5

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

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

5 CHAIRMAN DUNNE: Welcome to the future.

6 Any questions from any of the
7 legislators?

8 (No verbal response.)

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

11 (Aye.)

12 Any against?

13 (No verbal response.)

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

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

22 LEGISLATOR WALKER: So moved.

23 LEGISLATOR MUSCARELLA: Second.

24 CHAIRMAN DUNNE: Moved by Legislator
25 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

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

MR. PODLESAK: I will inquire.

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

Thank you.

CHAIRMAN NICOLELLO: Thank you, Mr. Podlesak.

Any other discussion?

(No verbal response.)

Public comment?

(No verbal response.)

All in favor signify by saying aye.

(Aye.)

The item carries unanimously.

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

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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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

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

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

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

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

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

25 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

2 \$120,000.

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

6 LEGISLATOR KOPEL: Good afternoon,
7 Lieutenant.

8 LIEUTENANT STEPHANOFF: Good afternoon.

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

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

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

20 LIEUTENANT STEPHANOFF: No.

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

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

25 LEGISLATOR KOPEL: And why are we not?

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

LEGISLATOR KOPEL: You can't do them both?

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

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

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

LEGISLATOR KOPEL: This contract runs through 2018, right?

LIEUTENANT STEPHANOFF: '16. September '16.

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

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

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

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

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

20 LIEUTENANT STEPHANOFF: All County?

21 LEGISLATOR JACOBS: Yeah.

22 LIEUTENANT STEPHANOFF: I believe
23 Freeport.

24 LEGISLATOR JACOBS: Obviously, they are
25 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

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 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 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.

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

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 ABRAHAM: 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 ABRAHAM: 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. Nicolello, 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

say no.

LEGISLATOR SOLAGES: Presiding Officer -

CHAIRWOMAN GONSALVES: I am not even
going to go there.

LEGISLATOR ABRAHAMS: Let's go there.

CHAIRWOMAN GONSALVES: Listen. There's
plenty.

LEGISLATOR ABRAHAMS: And we're not
doing anything about it.

CHAIRWOMAN GONSALVES: Yeah, okay. I am
calling the question.

LEGISLATOR SOLAGES: I have an
additional question. Please, Presiding Officer.

CHAIRWOMAN GONSALVES: The item is Item
95, a local law to amend the County Government
Law of Nassau County in relation to personal
service contracts.

All those in favor signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

Any abstentions?

(No verbal response.)

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

adopt capital budget for first year of the four-year capital plan to commence January 1, 2016, pursuant to the provisions of Section 310 of the County Law of Nassau County.

CHAIRWOMAN GONSALVES: Motion, please?

LEGISLATOR DUNNE: So moved.

LEGISLATOR KENNEDY: Second.

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

Any questions or comments regarding Item
6 as amended?

(No verbal response.)

I believe I asked for - I think it was -
Kennedy, you seconded the motion. Who was the
one who made the motion for an amendment in the
nature of a substitution, again, which was to
include a staff summary in the project. It was
Dunne who made the motion, seconded by Kennedy.

Any questions, comments regarding the
amendment in the nature of a substitution?

(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?

(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.

2 CHAIRWOMAN GONSALVES: I need a motion
3 to establish the emergency.

4 LEGISLATOR RHOADS: So moved.

5 LEGISLATOR SCHAEFER: Second.

6 CHAIRWOMAN GONSALVES: Moved by
7 Legislator Rhoads, seconded by Legislator
8 Schaefer.

9 All those in favor of establishing the
10 emergency signify by saying aye.

11 (Aye.)

12 Any opposed?

13 (No verbal response.)

14 The emergency is now established.

15 The emergency was established for Item
16 98. Any questions or comments regarding that
17 item?

18 Again, Frank.

19 MR. MORONEY: An ordinance supplemental
20 to the annual appropriation ordinance in
21 connection with the Department of Public Works.
22 Item 98-2016.

23 CHAIRWOMAN GONSALVES: Legislator Kopel
24 moves the item, and Legislator Nicoletto seconds
25 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

2 will come out of the bond proceeds.

3 LEGISLATOR ABRAHAMS: Will you begin to
4 start paying cash out of that first?

5 DEPUTY COUNTY EXECUTIVE NAUGHTON: We've
6 already used the cash that we had in the
7 operating budget. We will be asking NIFA for
8 approval at their next scheduled meeting, which
9 is later this month, and once we have that
10 approval then we will start making the payments.

11 LEGISLATOR ABRAHAMS: From the bond
12 proceeds?

13 DEPUTY COUNTY EXECUTIVE NAUGHTON:
14 Correct. I think, for clarification, we will not
15 wait until we have to bond for the money in June.

16 LEGISLATOR ABRAHAMS: That's what we
17 were driving at. That's what I was just hearing
18 from my finance director. Okay.

19 Thank you, Mr. Naughton.

20 CHAIRWOMAN GONSALVES: Any other
21 comments or questions?

22 (No verbal response.)

23 Any public comment?

24 LEGISLATOR ABRAHAMS: Mr. Naughton, I'm
25 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.

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

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	<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)
80-16	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. 80-16(AS)

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	<u>Summary</u>
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	<u>Summary</u>
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	<u>Summary</u>
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	<u>Summary</u>
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

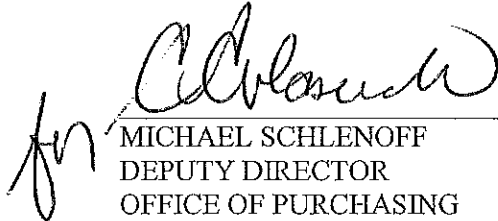
A-04-2016

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>Gusuma Surhapwatana</u>		PRINT OR TYPE NAME OF SIGNER AND TITLE <u>Gusuma 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 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

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 UFSD

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.

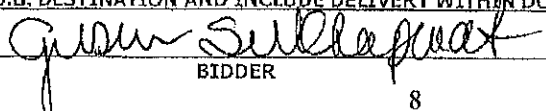
The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

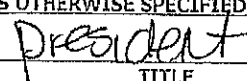
As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

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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John S. Chapparat
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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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Arjun Subharpur
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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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Gusuma Sukhapiwatana
BIDDER

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 Sukhapwate

Print Name: GUSMA SUKHAPWATE

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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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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Juan S. Chaparral
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president
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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]
BIDDER

President
TITLE

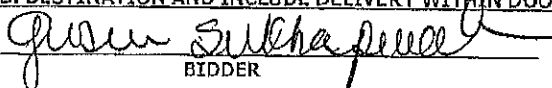
Page 4 of 4:

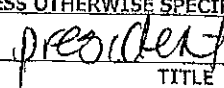
The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, 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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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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Rishi S. Chaturvedi
BIDDER

President
TITLE

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

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

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 Manorville, NY 11949

Telephone 631-801-3047

Fax # 631-874-6783

E-Mail Address _____

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BIDDER SIGN HERE

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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BIDDER SIGN HERE

Julien Serkhapwala
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 Sukhapiwat

Signature

President

Title

12 / 10 / 2015

Date

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BIDDER SIGN HERE

Gusum Sukhapiwat

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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BIDDER SIGN HERE

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

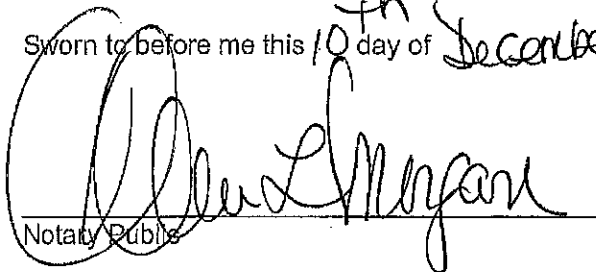
President
TITLE

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


Notary Public

HVAC, INC
Name of submitting business

Gusoma Sukhapwatang
Print name

Gusoma Sukhapwatang
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.

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, 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. **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 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: (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.)

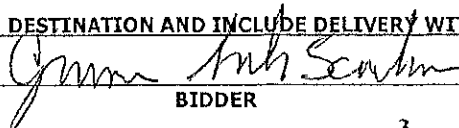
- 1) Sole Proprietorship/Individual. The Name and Home Address of the Sole Proprietorship/Individual.
- 2) Closely Held Corporation. The Name and Home Addresses of all Shareholders, Officers and Directors.
- 3) Publicly Traded Corporation. Only the page(s) of the SEC FORM 10-K setting forth the name 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.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE


BIDDER

PRESIDENT

TITLE

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

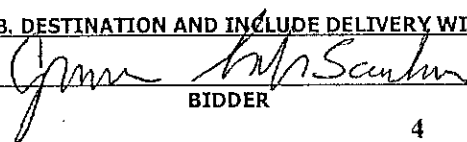
8. IN WHAT MANNER HAVE YOU INSPECTED THIS PROPOSED WORK? EXPLAIN IN DETAIL

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

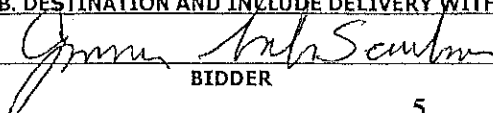
ADDRESS: CORNER OF BEACH AND SHERMAN AVE WEST ISLIP NY

TELEPHONE: (631) 893-3250 CONTACT PERSON J. BOSSE

CONTRACT DATE: ON GOING

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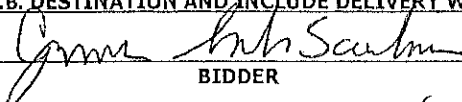
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USE SEPARATE PAGE IF ADDITIONAL SPACE IS NEEDED.

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.

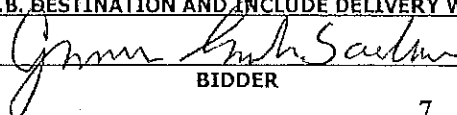
(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require 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.

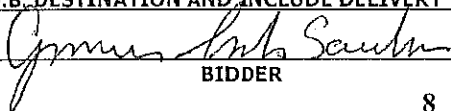
The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

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.

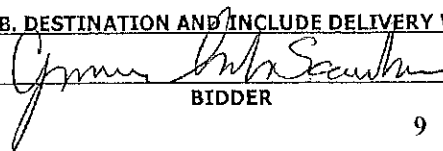
As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

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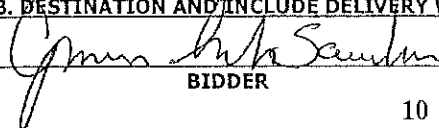
As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

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

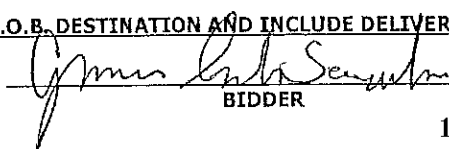
SCOPE: It is the INTENT of the County of Nassau to properly describe by these specifications, terms and conditions an adequate method of providing an ENVIRONMENTAL SYSTEMS service for the agency or agencies named herein in order that they may enjoy uninterrupted service in consideration for payment of 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.

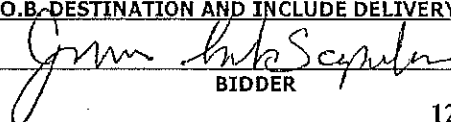
ADDITIONAL BIDS: The County reserves the right, for any un-contemplated additional requirements of extraordinary quantities of particular items to call for new bids, therefore, whenever in the opinion of the Director of the Office of Purchase it is in the best interests of the County of Nassau to do 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.

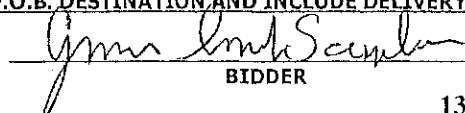
NON-ASSIGNMENT: In accordance with Section 138 of the State Finance Law, the contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of Nassau County and any attempts 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, 2013 as the act and deed of said Corporation or Partnership.

Identifying Data:

Potential Contractor: HVAC INC.

Address: 681 GRAND BLVD SUITE 7

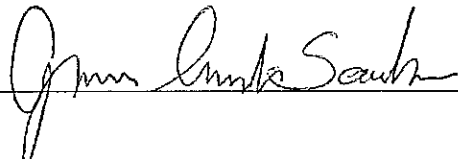

Street:

City, Town, etc: DEER PARK NY 11729

Telephone: (631) 243-4300 Title: PRESIDENT

If applicable, responsible Corporate Officer

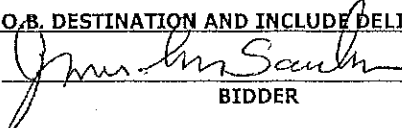
Name GUSUMA SUKHAPIWANTANA Title PRESIDENT

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.

BIDDER SIGN HERE


BIDDER

PRESIDENT

TITLE

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.

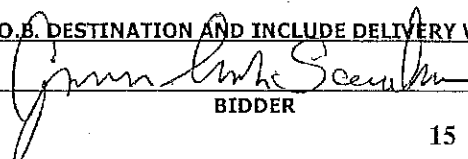
The clauses contained in these bid forms set forth the wishes of the County of Nassau in regard to the purchase and/or services required. However, the Director reserves the right to waive irregularities, omissions, or other technical defects if, in its judgment, the best interest of the County of Nassau 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:

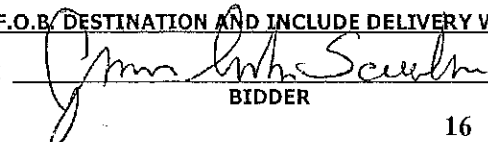
The Director of the Office of Purchasing (hereinafter known as the Director) reserves the right before making award to make investigations as to whether or not the items, qualifications, services or facilities offered by the Bidder meet the requirements set forth herein and are ample and sufficient to 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

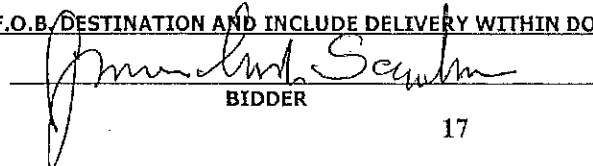
i. Public Works Labor Law Article 8 applies to county contracts for public improvements in which laborers, workers or mechanics are employed on a "public works" project (distinguished from public "procurement" or "service" contracts).

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.

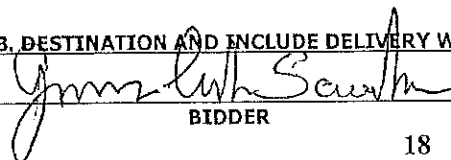
In any event, THIS CONTRACT MAY NOT BE USED TO PURCHASE PARTS ONLY

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:

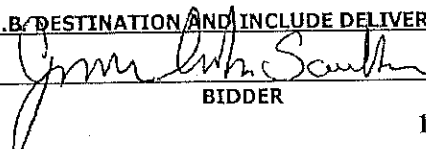
B6) MANUFACTURER'S LIST PRICE (MLP) LESS -10% %

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

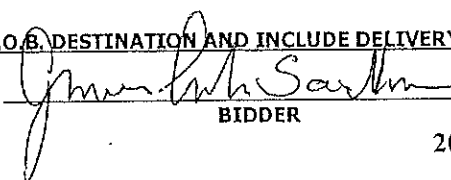
B9) REGULAR HOURLY RATE at \$ 225.00 /hr.

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>Lisa 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

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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

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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 >>

BLANKET PURCHASE ORDER

BPO ID: BPNC13000320

PRINT DATE: 01/06/2016

PAGE: 05

- 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

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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<br>(RQDA16000005) |
| Department<br>OFFICE OF PURCHASING                       |
| Department Head Name<br>Michael Schlenoff                |
| Department Head Signature<br><i>[Signature]</i>          |

|                                                  |
|--------------------------------------------------|
| Date<br>January 15, 2016                         |
| Vendor Name<br><b>Journal Technologies, Inc.</b> |
| Contract Number<br><b>A-07-2016</b>              |
| Contract Manager Name<br>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      | 01/26/16     | 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**

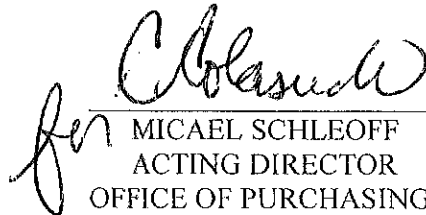
FROM: MICHAEL SCHLENOFF ACTING DIRECTOR OFFICE OF PURCHASING

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  
☐ 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

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE

BIDDER

COO

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.

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

~~ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.~~

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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

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

None

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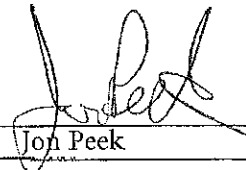
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8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

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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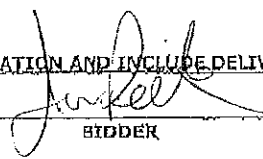
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Page 4 of 4:

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

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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

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

None

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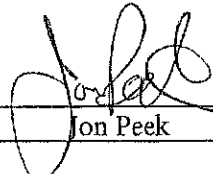
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TITLE

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

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

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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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TITLE

## **Journal Technologies, Inc. Officers**

Gerald L. Salzman – President, Secretary, and Vice Chairman

915 E. 1<sup>st</sup> 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](http://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.

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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](http://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](http://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.

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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       |
|----------------------------------|-----------|-----------|
| <b>Fiscal 2015</b>               |           |           |
| 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    |
| <b>Fiscal 2014</b>               |           |           |
| 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.

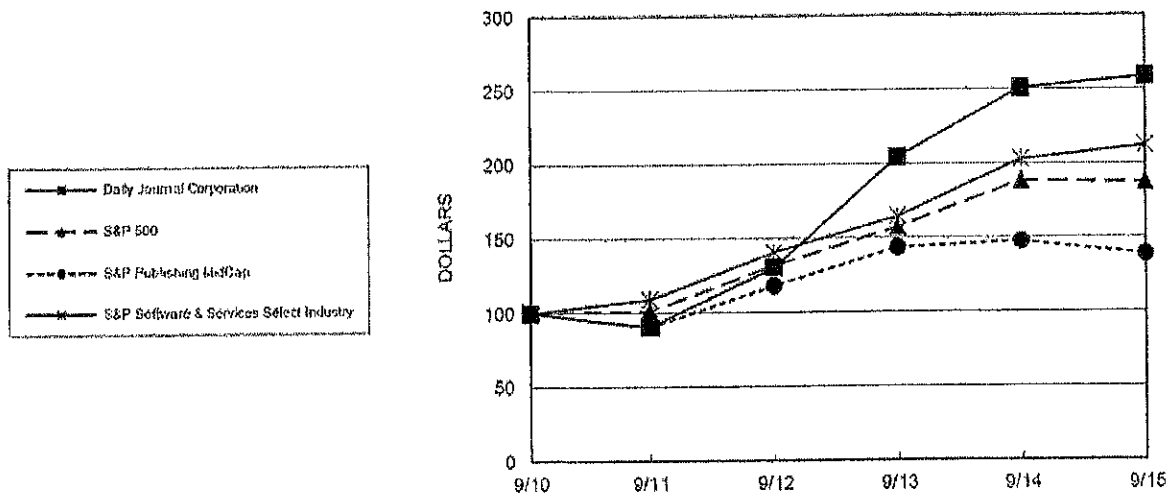
The Company did not declare or pay any dividends during fiscal 2015, 2014 or 2013. A determination by the Company whether or not to pay dividends in the future will depend on numerous factors, including the Company's earnings, cash flow, financial condition, capital requirements, future prospects, acquisition 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) |                  |                  |                  |                  |
| <b>Consolidated Statement of Comprehensive Income (Loss):</b>                                       |                                                                   |                  |                  |                  |                  |
| 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      |
| <b>Consolidated Balance Sheet Data:</b> |              |            |            |            |           |
| 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<br>income and expenses |                 | Total           |                |
|-----------------------------------------------------------------------------------|-------------------------|-----------------|-------------------------|-------------------|----------------------------------|-----------------|-----------------|----------------|
|                                                                                   | Traditional<br>Business |                 | Journal<br>Technologies |                   | 2015                             | 2014            | 2015            | 2014           |
|                                                                                   | 2015                    | 2014            | 2015                    | 2014              |                                  |                 |                 |                |
| <b>Revenues</b>                                                                   |                         |                 |                         |                   |                                  |                 |                 |                |
| 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          |
| <b>Total revenues</b>                                                             | <b>19,120</b>           | <b>20,273</b>   | <b>24,858</b>           | <b>23,150</b>     | <b>—</b>                         | <b>—</b>        | <b>43,978</b>   | <b>43,423</b>  |
| <b>Expenses</b>                                                                   |                         |                 |                         |                   |                                  |                 |                 |                |
| 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         |
| <b>Total operating expenses</b>                                                   | <b>18,038</b>           | <b>17,154</b>   | <b>29,452</b>           | <b>28,459</b>     | <b>—</b>                         | <b>—</b>        | <b>47,490</b>   | <b>45,613</b>  |
| <b>Income (loss) from operations</b>                                              | <b>1,082</b>            | <b>3,119</b>    | <b>(4,594)</b>          | <b>(5,309)</b>    | <b>—</b>                         | <b>—</b>        | <b>(3,512)</b>  | <b>(2,190)</b> |
| 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)          |
| <b>Pretax income (loss)</b>                                                       | <b>\$ 1,082</b>         | <b>\$ 3,119</b> | <b>\$ (4,690)</b>       | <b>\$ (5,846)</b> | <b>\$ 3,298</b>                  | <b>\$ 2,868</b> | <b>\$ (310)</b> | <b>\$ 141</b>  |

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 \$5,038,000 from \$5,346,000. 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.

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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 |                               |               |
| <b>Fiscal 2015</b>                                                   |                      |                      |                               |               |
| 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 |                               |               |
| <b>Fiscal 2014</b>                                                   |                      |                      |                               |               |
| 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<br>income<br>and expenses | Total         |
|-------------------------------------------------------|-------------------------|--------------------------|-------------------------------------|---------------|
|                                                       | Traditional<br>Business | Journal<br>Technologies* |                                     |               |
| <b>Fiscal 2013*</b>                                   |                         |                          |                                     |               |
| 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<br>1 year           | 1-3 years | 3-5 years | More than<br>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           |
| <b>ASSETS</b>                                                                                                                                                                                    |                |                |
| 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                                                                                                                                                           | 12,773,000     | 12,814,000     |
| Land, buildings and improvements                                                                                                                                                                 | 2,655,000      | 2,889,000      |
| Furniture, office equipment and computer software                                                                                                                                                | 1,864,000      | 1,864,000      |
| Machinery and equipment                                                                                                                                                                          | 17,292,000     | 17,567,000     |
| Less accumulated depreciation                                                                                                                                                                    | (8,335,000)    | (8,552,000)    |
|                                                                                                                                                                                                  | 8,937,000      | 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 |
| <b>LIABILITIES AND SHAREHOLDERS' EQUITY</b>                                                                                                                                                      |                |                |
| 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                 |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|----------------------|----------------------|
| <b>Revenues</b>                                                                                                                                                                                 |                       |                      |                      |
| 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>    |
| <b>Costs and expenses</b>                                                                                                                                                                       |                       |                      |                      |
| 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                                                                                                                                                                   | <u>(3,512,000)</u>    | <u>(2,190,000)</u>   | <u>3,789,000</u>     |
| <b>Other income (expenses)</b>                                                                                                                                                                  |                       |                      |                      |
| 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                                                                                                                                                                      | <u>(310,000)</u>      | <u>141,000</u>       | <u>4,569,000</u>     |
| Benefit from (provision for) income taxes                                                                                                                                                       | <u>1,120,000</u>      | <u>490,000</u>       | <u>(790,000)</u>     |
| <b>Net income</b>                                                                                                                                                                               | <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>     |
| <b>Basic and diluted net income per share</b>                                                                                                                                                   | <u>\$ 0.59</u>        | <u>\$ 0.46</u>       | <u>\$ 2.74</u>       |
| <b>Comprehensive (loss) income</b>                                                                                                                                                              |                       |                      |                      |
| 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<br>Paid-in<br>Capital | Retained<br>Earnings | Accumulated<br>Other<br>Comprehensive<br>Income | Total<br>Shareholders'<br>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<br>investments, net                                                                                    | —            | —         | —              | —          | —                                | —                    | 21,292,000                                      | 21,292,000                       |
| Reclassification adjustment of<br>other-than-temporary<br>impairment losses<br>recognized in net income<br>(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<br>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<br>investments, net                                                                                  | —            | —         | —              | —          | —                                | —                    | (8,811,000)                                     | (8,811,000)                      |
| Reclassification adjustment of<br>other-than-temporary<br>impairment losses<br>recognized in net income<br>(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<br>fair value | Amortized/Adjusted<br>cost basis | Pretax<br>unrealized gains | Aggregate<br>fair value | Amortized/Adjusted<br>cost basis | Pretax<br>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<br>Beginning<br>of Year | Additions<br>Charged to<br>Costs and<br>Expenses | Accounts<br>Charged<br>off less<br>Recoveries | Balance<br>at End<br>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.

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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 |                               |               |
| <b>Fiscal 2015</b>                                                   |                      |                      |                               |               |
| 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 |                               |               |
| <b>Fiscal 2014</b>                                                   |                      |                      |                               |               |
| 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<br>income<br>and expenses | Total         |
|-------------------------------------------------------|-------------------------|--------------------------|-------------------------------------|---------------|
|                                                       | Traditional<br>Business | Journal<br>Technologies* |                                     |               |
| <b>Fiscal 2013*</b>                                   |                         |                          |                                     |               |
| 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) |           |           |              |
| <b>2015</b>                                   |                                         |           |           |              |
| 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)        |
| <b>2014</b>                                   |                                         |           |           |              |
| 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><br>Charles T. Munger | Chairman of the Board                                                                                                                                                                          | December 14, 2015 |
| <u>/s/ Gerald L. Salzman</u><br>Gerald L. Salzman | President, Chief Executive Officer,<br>Chief Financial Officer,<br>Treasurer and Director<br>(Principal Executive Officer,<br>Principal Financial Officer and<br>Principal Accounting Officer) | December 14, 2015 |
| <u>/s/ J. P. Guerin</u><br>J. P. Guerin           | Director                                                                                                                                                                                       | December 14, 2015 |
| <u>Peter Kaufman</u>                              | Director                                                                                                                                                                                       |                   |
| <u>Gary Wilcox</u>                                | Director                                                                                                                                                                                       |                   |

# EXHIBIT INDEX

|          |                                                                                                                                                                                                                                                                                                                                                 |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 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.                                                                                                                                                                                                                 |
| 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                                                                                        |
|-------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|
| <p>NASSAU COUNTY DISTRICT ATTORNEY<br/> Department of Information Technology<br/> 240 Old Country Rd<br/> Mineola, NY 11501 USA</p> | <p>Department of Information Technology<br/> 240 Old Country Rd<br/> Mineola, NY 11501 USA</p> |

| 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              |
| <b>Balance</b>        | <b>146,065.50</b> |

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](mailto:bstocks@journaltech.com) / Website [www.journaltech.com](http://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 ☒  
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. \_\_\_\_\_

- 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

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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

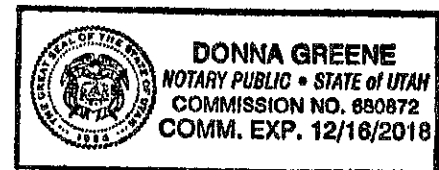
## CERTIFICATION

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 ☒ 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.

# **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 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

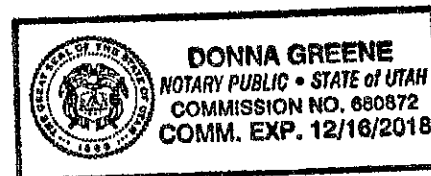
Jurnal Technologies Inc  
Name of submitting business

Jon Peck  
Print name

Jon Peck  
Signature

CDD  
Title

10 / 07 / 2015  
Date





# Journal TECHNOLOGIES

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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:

#### 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  
San Diego Commerce  
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, 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](http://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](http://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       |
|----------------------------------|-----------|-----------|
| <b>Fiscal 2014</b>               |           |           |
| 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    |
| <b>Fiscal 2013</b>               |           |           |
| 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.

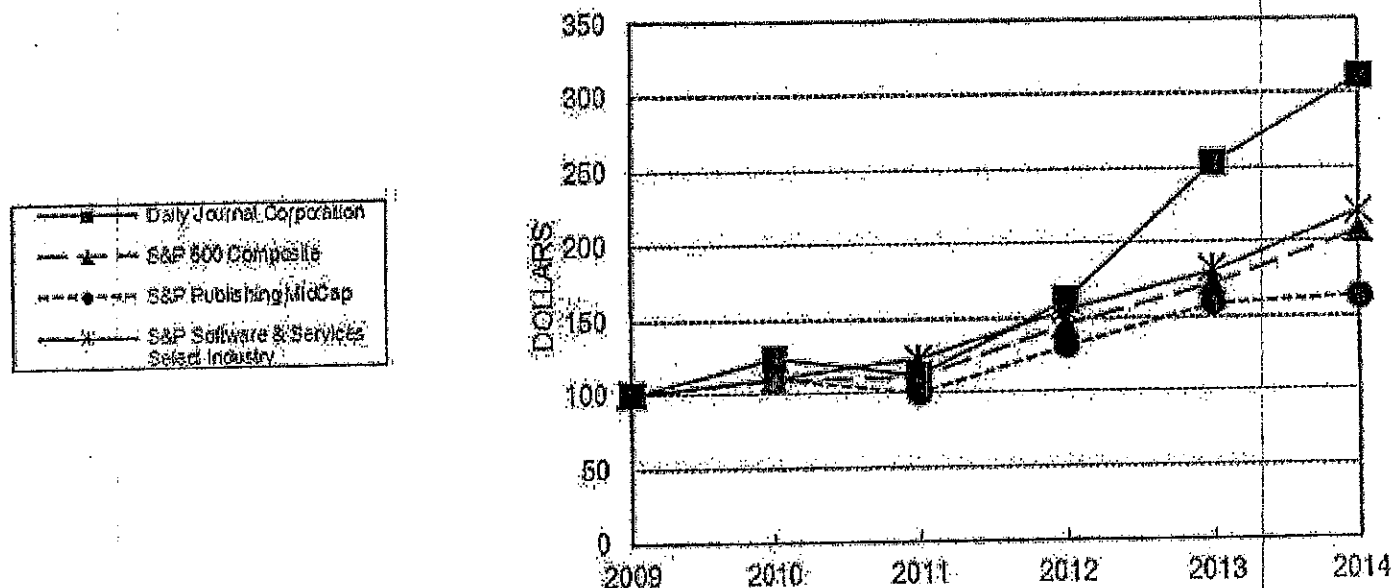
The Company did not declare or pay any dividends during fiscal 2014, 2013 or 2012. A determination by the Company whether or not to pay dividends in the future will depend on numerous factors, including the Company's earnings, cash flow, financial condition, capital requirements, future prospects, acquisition 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                                                                       | (2,190)                                                           | 3,789            | 8,682            | 10,802           | 11,441           |
| 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      |
| <b>Consolidated Balance Sheet Data:</b> |              |            |            |           |           |
| 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<br>Business | Journal<br>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<br/>1 year</u>          | <u>2-3 years</u> | <u>4-5 years</u> | <u>More than<br/>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<br>Fair Value<br>after<br>Hypothetical<br>Change in<br>Prices | Hypothetical<br>Percentage<br>Increase<br>(Decrease) in<br>Shareholders'<br>Equity |
|--------------------|------------|---------------------------------|-------------------------------------------------------------------------|------------------------------------------------------------------------------------|
|                    | Fair Value | Hypothetical<br>Price<br>Change |                                                                         |                                                                                    |
| September 30, 2014 |            |                                 |                                                                         |                                                                                    |
| Equity securities  | \$ 165,734 | 30%<br>increase                 | \$ 215,454                                                              | 36%<br>increase                                                                    |
|                    |            | 30%<br>decrease                 | 116,014                                                                 | 36%<br>decrease                                                                    |
| September 30, 2013 |            |                                 |                                                                         |                                                                                    |
| Equity securities  | 129,699    | 30%<br>increase                 | 168,609                                                                 | 34%<br>increase                                                                    |
|                    |            | 30%<br>decrease                 | 90,789                                                                  | 34%<br>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           |
| <b>ASSETS</b>                                                                                                                                                                                    |                |                |
| 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 |
| <b>LIABILITIES AND SHAREHOLDERS' EQUITY</b>                                                                                                                                                      |                |                |
| 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             | 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<br/>Beginning<br/>of Year</u> | <u>Additions<br/>Charged to<br/>Costs and<br/>Expenses</u> | <u>Accounts<br/>Charged<br/>off less<br/>Recoveries</u> | <u>Balance<br/>at End<br/>of Year</u> |
|---------------------------------|---------------------------------------------|------------------------------------------------------------|---------------------------------------------------------|---------------------------------------|
| <b>2014</b>                     |                                             |                                                            |                                                         |                                       |
| Allowance for doubtful accounts | \$ 250,000                                  | \$ 41,000                                                  | \$ (41,000)                                             | \$ 250,000                            |
| <b>2013</b>                     |                                             |                                                            |                                                         |                                       |
| Allowance for doubtful accounts | \$ 200,000                                  | \$ 144,000                                                 | \$ (94,000)                                             | \$ 250,000                            |
| <b>2012</b>                     |                                             |                                                            |                                                         |                                       |
| 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<br>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<br>Business | Journal<br>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><br>Charles T. Munger | Chairman of the Board                                                                                                                                                           | January 28, 2015 |
| <u>/s/ Gerald L. Salzman</u><br>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><br>J. P. Guerin           | Director                                                                                                                                                                        | January 28, 2015 |
| <u>Peter Kaufman</u>                              | Director                                                                                                                                                                        |                  |
| <u>Gary Wilcox</u>                                | Director                                                                                                                                                                        |                  |

## EXHIBIT INDEX

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- 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

www.boltonco.com

0008309

## CONTACT

NAME:

PHONE (A/C, No, Ext): (626) 799-7000

FAX (A/C, No): (626) 583-2117

E-MAIL

ADDRESS:

## 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<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> Deductible \$0<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br><input type="checkbox"/> OTHER: |                                                                         |               | 1/1/2016                | 1/1/2017                | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
| B        | AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input checked="" type="checkbox"/> Ded \$1000<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS                                                                                  |                                                                         |               | 1/1/2016                | 1/1/2017                | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                                   |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB<br><input type="checkbox"/> EXCESS LIAB<br><input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000<br><input type="checkbox"/> OCCUR<br><input type="checkbox"/> CLAIMS-MADE                                                                                                                                    |                                                                         |               | 1/1/2016                | 1/1/2017                | EACH OCCURRENCE \$ 10,000,000<br>AGGREGATE \$ 10,000,000<br>\$                                                                                                                                                                                    |
| C        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                                                                                         | Y/N<br><input checked="" type="checkbox"/> N <input type="checkbox"/> A |               | 1/1/2016                | 1/1/2017                | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>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<br>Office of Purchasing            |
| Department Head Name<br>Eric Naughton         |
| Department Head Signature<br>                 |

|                                                 |
|-------------------------------------------------|
| Date<br>January 22, 2016                        |
| Vendor Name<br><b>ICONSTITUENT</b>              |
| Contract Number<br><b>A-08-2016</b>             |
| Contract Manager Name<br>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.

2016 FEB 25 A 11:01  
RECEIVED  
CLERK OF THE LEGISLATURE  
NASSAU COUNTY

COUNTY OF NASSAU  
INTER – DEPARTMENTAL MEMO

**TO:** CLERK OF THE COUNTY LEGISLATURE

**A-08-2016**

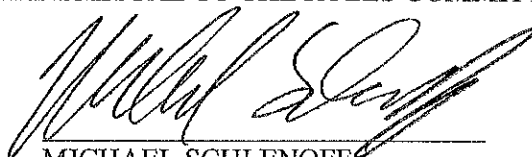
**FROM:** MICHAEL SCHLENOFF DIRECTOR OF PURCHASING

**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-8-16

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.

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).

| <b>PRODUCER</b><br>Eisert Insurance Service<br>22648 Glenn Drive<br>Suite 203<br>Sterling, VA 20164 | <b>CONTACT NAME:</b> Beth Wunderly<br><b>PHONE (A/C, No, Ext):</b> 703-318-8191<br><b>E-MAIL ADDRESS:</b> both@eisertinsurance.com<br><b>FAX (A/C, No):</b> 703-956-9270                                                                                                                                                                       |                               |        |                                    |  |            |  |            |  |            |  |            |  |            |  |
|-----------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|--------|------------------------------------|--|------------|--|------------|--|------------|--|------------|--|------------|--|
| <b>INSURED</b><br>IConstituent, LLC<br>600 Penn Avenue<br>Suite 400<br>Washington, DC 20003         | <table border="1"><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"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> <b>Business Interruption (12 months)</b><br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |           |          |               | 03/04/2015              | 03/04/2016              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMPIOP AGG \$ 2,000,000 |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS                                                                                                                                                               |           |          |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                                                                            |
| X        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b><br><input type="checkbox"/> EXCESS LIAB<br>DED RETENTION \$                                                                                                                                                                                                                                                                                       |           |          |               | 01/16/2015              | 01/16/2016              | EACH OCCURRENCE \$ 1,000,000<br>AGGREGATE \$ 2,000,000                                                                                                                                                                                     |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                                                                                              | Y/N       | N/A      |               |                         |                         | PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>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

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<br>INTERNET/E-MAIL SOFTWARE, MICROCOMPUTER                                                                                                                                                                                                                                                                                                       | 1.00 | EA  | 24,000.0000  | 24,000.00  |
|      | INTERNET/E-MAIL SOFTWARE, MICROCOMPUTER<br>1 YEAR SERVICE FOR 2,000,001-3,000,000E-MAILS UNDER MANAGEMENT<br>--PRIVATE MAIL SERVER DEDICATED TO NASSAU COUNTY<br>--PRIVATE BLOCK IP'S FOR EXCLUSIVE USE<br>--ENHANCED REPUTATION MONITORING<br>--MANAGEMENT AND SUPPORT ACCOUNT<br>--E-MAIL RECORD UPDATES TO ACCOUNT<br>LICENSE RENEWAL 7/1/15-6/30/16 |      |     |              |            |
| 002  | 920-46<br>SOFTWARE UPDATING/SUBSCRIPTION SERVICES                                                                                                                                                                                                                                                                                                       | 1.00 | EA  | 126,000.0000 | 126,000.00 |
|      | E-MAIL TO CONSTITUENTS - "GATEWAY" SOFTWARE SUBSCRIPTION<br>7/1/15-6/30/16<br>.....<br>BILL TO: I.T. ACCOUNTS PAYABLE<br>240 OLD COUNTRY ROAD 6TH FL<br>MINEOLA, NY, 11501<br>.....<br>.....                                                                                                                                                            |      |     |              |            |



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

RQ1T1600D006

# Invoice

| Date   | Invoice # |
|--------|-----------|
| 6/1/15 | NC2015-16 |

|                                                                                                           |
|-----------------------------------------------------------------------------------------------------------|
| Nassau County<br>Department of Internet Technology<br>240 Old County Road, 6th floor<br>Mineola, NY 11501 |
|-----------------------------------------------------------------------------------------------------------|

| Due Date |
|----------|
| 7/1/15   |

| Item                                                                                                                                                                                                                                                                                                                |               | Amount     |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|------------|
| Internet/E-mail Software, MicroComputer<br>1 year service for 2,00,001 - 3,00,000 Emails under management<br>•Private Mail Server dedicated to Nassau County<br>•Private Block IP's for exclusive use<br>•Enhanced Reputation Monitoring<br>•Management and Support of account<br>•E-mail record updates to account |               | 24,000.00  |
| E-mail to Constituents - "Gateway" Software Subscription                                                                                                                                                                                                                                                            | 7/2015-6/2016 | 126,000.00 |

|  |                   |              |
|--|-------------------|--------------|
|  | <b>Amount Due</b> | \$150,000.00 |
|--|-------------------|--------------|

| Phone #                | Fax:           |
|------------------------|----------------|
| (202) 355-9355 ext ... | (310) 696-2255 |

|                         |              |
|-------------------------|--------------|
| <b>Payments/Credits</b> | \$0.00       |
| <b>Balance Due</b>      | \$150,000.00 |

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 30<sup>th</sup> 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<br>NAME | PRESENT<br>POSITION | YEARS OF<br>EXPERIENCE | MAGNITUDE AND<br>TYPE OF WORK     | IN WHAT<br>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

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

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.

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

BIDDER SIGN HERE

*Zai Khan*

BIDDER


*CEO*

TITLE



# FORMAL SEALED BID

## PROPOSAL

|                                                                                   |                                                                                                                                                                     |                            |                                                       |
|-----------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|-------------------------------------------------------|
|  | STATE OF NEW YORK                                                                                                                                                   |                            | BID NUMBER<br>Bid Number                              |
|                                                                                   | <b>COUNTY OF NASSAU</b>                                                                                                                                             |                            | Dated: Ad. Date Here                                  |
|                                                                                   | BIDS WILL BE RECEIVED AND OPENED AT<br>OFFICE OF PURCHASING, 1 WEST STREET,<br>NORTH ENTRANCE, MINEOLA, NEW YORK 11501<br>OFFICE HOURS 9 AM – NOON & 1 PM – 4:45 PM |                            | BID OPENING DATE<br>Opening Date<br>11:00 A.M. E.S.T. |
| BUYER<br>Buyers Name                                                              |                                                                                                                                                                     | TELEPHONE<br>Telephone Num | REQUISITION NUMBER<br>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.

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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Zai Khan

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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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**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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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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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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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: InterAmercia, 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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(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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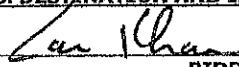
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Page 4 of 4:

**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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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

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

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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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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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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.

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

BIDDER SIGN HERE

*Zain Khan*

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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BIDDER SIGN HERE



BIDDER

CEO

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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BIDDER SIGN HERE

*[Signature]*

BIDDER

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.

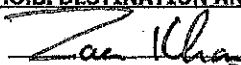
NONE

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 SIGN HERE



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](http://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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BIDDER SIGN HERE

[Signature]  
BIDDER

CEO

TITLE

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BIDDER SIGN HERE



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 SIGN HERE**

## BIDDER

CEO

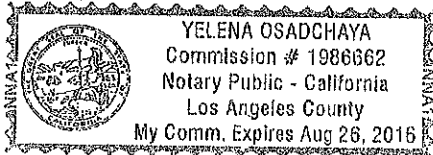
**TITLE**

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 18<sup>th</sup>  
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 X 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 X 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 X; If Yes, provide details. In

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BIDDER

CEO

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 ☒ 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.) – ANSWER: NO.
- 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.

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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.

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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

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BIDDER SIGN HERE

Zain Khan  
BIDDER

CEO

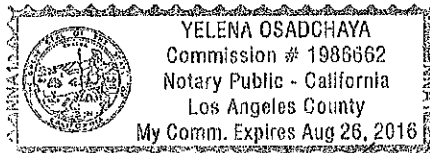
TITLE

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 18<sup>th</sup>  
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.

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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<br><b>Construction Services H62564</b>                                       |
| Department<br><b>Public Works</b>                                                    |
| Department Head Name<br><b>Shila Shah-Gavoudias</b>                                  |
| Department Head Signature<br>                                                        |
| Project Manager Name: <b>Jeff P. Lindgren</b><br>Phone Number: <b>(516) 571-6998</b> |

|                                                                                                                                                                                                   |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Date:<br><b>October 18, 2015</b>                                                                                                                                                                  |
| Vendor Name: <b>Welsbach Electric Corp. of L.I.</b><br>Address: <b>300 Newtown Rd, Plainview NY 11803</b>                                                                                         |
| Contract Number<br><b>H62564</b>                                                                                                                                                                  |
| Personal Services <input type="checkbox"/> Blanket Res <input type="checkbox"/><br>Calendar <input type="checkbox"/> Bid <input checked="" type="checkbox"/> Rules Comm. <input type="checkbox"/> |
| Contract Manager Name: <b>Joseph Florio</b><br>Phone Number: <b>(516) 454-0023</b>                                                                                                                |

| 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  
NASSAU COUNTY  
CLERK OF THE LEGISLATURE  
2016 FEB - 9 P 3 46  
10/18/2015

## **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,

A handwritten signature in black ink, appearing to read 'James J. Haugland', is written over a horizontal line.

James J. Haugland  
President

---

(631) 563-3223 - Fax (631) 563-8322 - [www.commanderelectric.com](http://www.commanderelectric.com)

---

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.

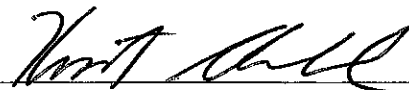
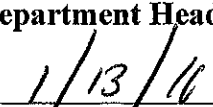
**VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services.** The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of 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  
  
\_\_\_\_\_  
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

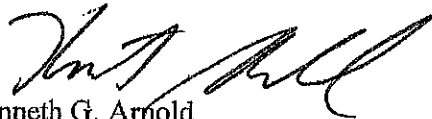
**Engineer's Estimate:** \$1,340,358.40

**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

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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

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7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). 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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(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

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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

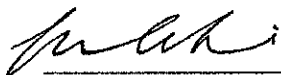
### IRAN DIVESTMENT ACT – CERTIFICATION

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

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**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),

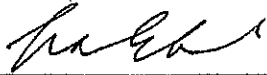
(1) have business operations in Northern Ireland,

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 over a horizontal line.

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.

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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.

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7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.): 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.

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

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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

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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 ☒  
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. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 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.

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. 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 Emillo Sosa

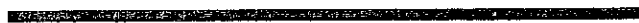
Address 140 Nikon Court

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

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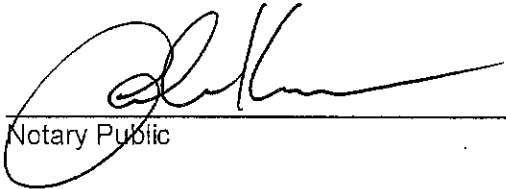
Company Nassau County DPW  
Contact Person Sheila Dukacz  
Address 1194 Prospect Ave, Suite 183  
City/State Westbury, New York 11590  
Telephone (516) 572-0465  
Fax # (516) 571-9363  
E-Mail Address SDukacz@NassauCountyNY.gov

**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.

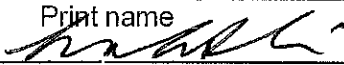
I, Joseph P. Florio, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; 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**

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 18 day of December 2015

  
\_\_\_\_\_  
Notary Public

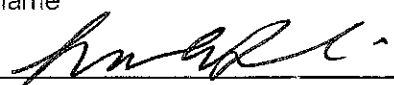
**DARLENE KUMMER**  
Notary Public, State of New York  
No. 01KU6096716  
Qualified in Suffolk County  
Commission Expires August 4, 2019

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  | \$ 47.69    | \$ 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 <sup>(1)</sup> | 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              | \$6,557,277 | \$6,195,491 | \$5,131,893 | \$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     | \$ 1.86     | \$ (1.33)   |
| From discontinued operations                                   | (0.07)                   | (0.34)      | (0.12)      | 0.10        | 0.02        |
|                                                                | \$ 2.54                  | \$ 1.85     | \$ 2.20     | \$ 1.96     | \$ (1.31)   |
| Diluted earnings (loss) per common share:                      |                          |             |             |             |             |
| From continuing operations                                     | \$ 2.59                  | \$ 2.17     | \$ 2.23     | \$ 1.82     | \$ (1.33)   |
| From discontinued operations                                   | (0.07)                   | (0.34)      | (0.12)      | 0.09        | 0.02        |
|                                                                | \$ 2.52                  | \$ 1.82     | \$ 2.16     | \$ 1.91     | \$ (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<br>Total | 2013         | % of<br>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,<br>2014 | % of<br>Total | December 31,<br>2013 | % of<br>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<br>Segment<br>Revenues | 2013       | % of<br>Segment<br>Revenues |
|---------------------------------------------------------------|------------|-----------------------------|------------|-----------------------------|
| <b>Operating income (loss):</b>                               |            |                             |            |                             |
| 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%                        |
| <b>Other corporate items:</b>                                 |            |                             |            |                             |
| Interest expense                                              | (70,475)   | —                           | (87,669)   | —                           |
| Interest income                                               | 842        | —                           | 1,128      | —                           |
| Income from continuing operations before income taxes         | \$ 219,645 | —                           | \$ 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,<br>2013 | % of<br>Total | December 31,<br>2012 | % of<br>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 | 12.0%        | 13.0%        |



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<br>Segment<br>Revenues | 2012              | % of<br>Segment<br>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%) <sup>(1)</sup>      | \$ 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      | 33.8      | 25.0          |
| Open purchase obligations <sup>(2)</sup>                              | 822.9                  | 708.6            | 102.9     | 11.4      | —             |
| Other long-term obligations, including current portion <sup>(3)</sup> | 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                                         | \$ 1,723.8             | \$ 833.1         | \$ 528.2  | \$ 312.6  | \$ 25.0       |

|                                     | Amount of Commitment Expirations by Period |                        |              |              |                  |
|-------------------------------------|--------------------------------------------|------------------------|--------------|--------------|------------------|
|                                     | Total<br>Amounts<br>Committed              | Less<br>than<br>1 year | 1-3<br>years | 3-5<br>years | After<br>5 years |
| <b>Other Commercial Commitments</b> |                                            |                        |              |              |                  |
| 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,<br>2014 | December 31,<br>2013 |
|----------------------------------------------------------------------------------------------------------------------|----------------------|----------------------|
| <b>ASSETS</b>                                                                                                        |                      |                      |
| <b>Current assets:</b>                                                                                               |                      |                      |
| 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               | 75,316               |
| <b>Total current assets</b>                                                                                          | <b>1,886,603</b>     | <b>1,930,105</b>     |
| 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               |
| <b>Total assets</b>                                                                                                  | <b>\$ 3,388,967</b>  | <b>\$ 3,465,915</b>  |
| <b>LIABILITIES AND EQUITY</b>                                                                                        |                      |                      |
| <b>Current liabilities:</b>                                                                                          |                      |                      |
| 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              |
| <b>Total current liabilities</b>                                                                                     | <b>1,028,217</b>     | <b>1,298,743</b>     |
| Long-term debt and capital lease obligations                                                                         | 316,399              | 335,331              |
| Other long-term obligations                                                                                          | 359,764              | 352,213              |
| <b>Total liabilities</b>                                                                                             | <b>1,959,580</b>     | <b>1,986,289</b>     |
| <b>Equity:</b>                                                                                                       |                      |                      |
| <b>EMCOR Group, Inc. stockholders' equity:</b>                                                                       |                      |                      |
| 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)             |
| <b>Total EMCOR Group, Inc. stockholders' equity</b>                                                                  | <b>1,416,013</b>     | <b>1,466,265</b>     |
| Noncontrolling interests                                                                                             | 13,374               | 13,361               |
| <b>Total equity</b>                                                                                                  | <b>1,429,387</b>     | <b>1,479,626</b>     |
| <b>Total liabilities and equity</b>                                                                                  | <b>\$ 3,388,967</b>  | <b>\$ 3,465,915</b>  |

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            | —                 | —                 |
| <b>Operating income</b>                                   | <b>289,878</b>    | <b>240,350</b>    | <b>260,303</b>    |
| 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)           |
| <b>Net income attributable to EMCOR Group, Inc.</b>       | <b>\$ 168,664</b> | <b>\$ 123,792</b> | <b>\$ 146,584</b> |

**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)         |
| <b>Net income attributable to EMCOR Group, Inc. common stockholders</b>          | <b>\$ 2.54</b> | <b>\$ 1.85</b> | <b>\$ 2.20</b> |

**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)         |
| <b>Net income attributable to EMCOR Group, Inc. common stockholders</b>          | <b>\$ 2.43</b> | <b>\$ 1.82</b> | <b>\$ 2.16</b> |

**Dividends declared per common share**

|                |                |                |
|----------------|----------------|----------------|
| <b>\$ 0.32</b> | <b>\$ 0.18</b> | <b>\$ 0.51</b> |
|----------------|----------------|----------------|

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 <sup>(1)</sup>                         | (16,463)          | 15,877            | (2,511)           |
| Other comprehensive (loss) income                                       | (17,420)          | 15,263            | (2,391)           |
| <b>Comprehensive income</b>                                             | <b>155,007</b>    | <b>142,617</b>    | <b>146,495</b>    |
| Less: Comprehensive income attributable to the noncontrolling interests | (4,763)           | (3,562)           | (2,302)           |
| <b>Comprehensive income attributable to EMCOR Group, Inc.</b>           | <b>\$ 151,244</b> | <b>\$ 139,055</b> | <b>\$ 144,193</b> |

- (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              |
|----------------------------------------------------------------------------------------------------|-------------------|-------------------|-------------------|
| <b>Cash flows - operating activities:</b>                                                          |                   |                   |                   |
| 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)          | 5,946             |
| 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)           |
| <b>Net cash provided by operating activities</b>                                                   | <b>240,637</b>    | <b>130,049</b>    | <b>134,408</b>    |
| <b>Cash flows - investing activities:</b>                                                          |                   |                   |                   |
| Payments for acquisitions of businesses, net of cash acquired                                      | —                 | (454,671)         | (30,013)          |
| 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            |
| <b>Net cash used in investing activities</b>                                                       | <b>(31,668)</b>   | <b>(483,422)</b>  | <b>(42,840)</b>   |
| <b>Cash flows - financing activities:</b>                                                          |                   |                   |                   |
| 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             |
| <b>Net cash (used in) provided by financing activities</b>                                         | <b>(229,950)</b>  | <b>167,031</b>    | <b>(50,587)</b>   |
| <b>Effect of exchange rate changes on cash and cash equivalents</b>                                | <b>(2,796)</b>    | <b>892</b>        | <b>2,708</b>      |
| <b>(Decrease) increase in cash and cash equivalents</b>                                            | <b>(7,757)</b>    | <b>(165,490)</b>  | <b>93,981</b>     |
| <b>Cash and cash equivalents at beginning of year</b>                                              | <b>49,813</b>     | <b>603,303</b>    | <b>511,322</b>    |
| <b>Cash and cash equivalents at end of period</b>                                                  | <b>\$ 432,056</b> | <b>\$ 439,813</b> | <b>\$ 605,303</b> |

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 <sup>(1)</sup> | 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 <sup>(2)</sup> | 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 <sup>(2)</sup> | 9,488                          | 3            | 8,167           | —                                                            | —                 | 1,318          | —                        |  |
| 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                                              | \$1,479,826                    | \$ 679       | \$408,083       | \$(65,775)                                                   | \$1,143,322       | \$(10,390)     | \$ 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 <sup>(2)</sup> | 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<br>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,<br>2014 | December 31,<br>2013 |
|----------------------------------------------|----------------------|----------------------|
| <b>Assets of discontinued operation</b>      |                      |                      |
| Current assets                               | \$ 6,265             | \$ 26,630            |
| Non-current assets                           | 278                  | 833                  |
| <b>Liabilities of discontinued operation</b> |                      |                      |
| 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       |
|--------------------------------------------------------------------------------------------|------------|------------|------------|
| <b>Numerator:</b>                                                                          |            |            |            |
| 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 |
| <b>Denominator:</b>                                                                        |            |            |            |
| 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 |
| <b>Basic earnings (loss) per common share:</b>                                             |            |            |            |
| 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    |
| <b>Diluted earnings (loss) per common share:</b>                                           |            |            |            |
| 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<br>electrical<br>construction<br>and facilities<br>services segment | United States<br>mechanical<br>construction<br>and facilities<br>services segment | United States<br>building<br>services segment | United States<br>industrial<br>services segment | Total    |
|-------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------|-------------------------------------------------|----------|
| Balance at December 31, 2012                          | 3,823                                                                             | 217,255                                                                           | 229,204                                       | 384,543                                         | 834,825  |
| Acquisitions, sales and purchase price<br>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<br>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                | (47,620)                 | —                             | —          |
| Developed technology/Vendor network | 95,661                | (30,212)                 | —                             | 65,449     |
| Customer relationships              | 425,873               | (83,391)                 | (2,844)                       | 340,648    |
| 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)             | \$ (52,806)                   | \$ 541,491 |

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 <sup>(1)</sup> | \$ 432,056                                   | —        | —        | \$ 432,056        |
| Restricted cash <sup>(2)</sup>           | 6,474                                        | —        | —        | 6,474             |
| <b>Total</b>                             | <b>\$ 438,530</b>                            | <b>—</b> | <b>—</b> | <b>\$ 438,530</b> |

| Asset Category                           | Assets at Fair Value as of December 31, 2013 |          |          |                   |
|------------------------------------------|----------------------------------------------|----------|----------|-------------------|
|                                          | Level 1                                      | Level 2  | Level 3  | Total             |
| Cash and cash equivalents <sup>(1)</sup> | \$ 439,813                                   | —        | —        | \$ 439,813        |
| Restricted cash <sup>(2)</sup>           | 6,934                                        | —        | —        | 6,934             |
| <b>Total</b>                             | <b>\$ 446,747</b>                            | <b>—</b> | <b>—</b> | <b>\$ 446,747</b> |

- (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        | \$ 1,123        |
| 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            | 8,412            |
| 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                |
|------------------------------------------------------------------------------------------------------------|---------------------|---------------------|
| <b>Deferred income tax assets:</b>                                                                         |                     |                     |
| 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             |
| <b>Deferred income tax liabilities:</b>                                                                    |                     |                     |
| 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 | \$ 203,329 | \$ 219,300 | \$ 216,772 |
| Foreign       | 16,116     | 13,409     | 17,810     |
|               | \$ 219,445 | \$ 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        |
|------------------------------------------------|-------------|-------------|
| <b>Change in pension benefit obligation</b>    |             |             |
| 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     |
| <b>Change in pension plan assets</b>           |             |             |
| 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 | \$ 269,811 |

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<br>Benefits |
|-----------------------|---------------------|
| 2015                  | 9,816               |
| 2016                  | 10,091              |
| 2017                  | 10,372              |
| 2018                  | 10,664              |
| 2019                  | 57,969              |
| Succeeding five years |                     |

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 <sup>(1)</sup> |        | FIP/RP Status | Contributions |        |        | Contributions greater than 5% of total plan contributions <sup>(2)</sup> | Expiration date of CBA         |
|----------------------------------------------------------------------------------------------------|-------------------------|--------------------------------|--------|---------------|---------------|--------|--------|--------------------------------------------------------------------------|--------------------------------|
|                                                                                                    |                         | 2014                           | 2013   |               | 2014          | 2013   | 2012   |                                                                          |                                |
| International Brotherhood of Teamsters National Pension Fund                                       | 24-6122739 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        |
| Miners, Molders, Shapers and Heat Treaters Union Pension Fund                                      | 32-0181632 901          | Green                          | Green  | N/A           | 7,935         | 7,966  | 7,777  | 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                               | 13-6123601 001          | Green                          | Green  | N/A           | 6,111         | 6,189  | 5,722  | 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 <sup>(1)</sup> |        | FIP/RP Status | Contributions |       |       | Contributions greater than 5% of total plan contributions <sup>(2)</sup> | Expiration date of CBA           |
|----------------------------------------------------------------------------------|-------------------------|--------------------------------|--------|---------------|---------------|-------|-------|--------------------------------------------------------------------------|----------------------------------|
|                                                                                  |                         | 2014                           | 2013   |               | 2014          | 2013  | 2012  |                                                                          |                                  |
| National Association of Broadcasters Industry 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              | 51-6030732 002          | Green                          | Green  | N/A           | 2,031         | 2,412 | 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         | 1,658 | 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, Inc. Local 100 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 <sup>(1)</sup> |      | FIP/RP Status              | Contributions     |                   |                   | Contributions greater than 5% of total plan contributions <sup>(2)</sup> | 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 <sup>(3)</sup> | 518               | 770               | 757               | Yes                                                                      | May 2015               |
| Local 73 Retirement Plan                              | 15-6016577 001          | Red                            | Red  | Implemented <sup>(3)</sup> | 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            | 40,362            |                                                                          | Various                |
| <b>Total Contributions</b>                            |                         |                                |      |                            | <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.

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**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<br>Leases | Operating<br>Leases | Sublease<br>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<br>electrical<br>construction<br>and facilities<br>services segment | United States<br>mechanical<br>construction<br>and facilities<br>services segment | United States<br>building<br>services segment | Corporate<br>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<br>electrical<br>construction<br>and facilities<br>services segment | United States<br>mechanical<br>construction<br>and facilities<br>services segment | United States<br>building<br>services segment | Corporate<br>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

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**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                |
|---------------------------------------------------------------|---------------------|---------------------|---------------------|
| <b>Revenues from unrelated entities:</b>                      |                     |                     |                     |
| 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> |
| <b>Total revenues:</b>                                        |                     |                     |                     |
| 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> |
| <b>Operating income (loss):</b>                               |                     |                     |                     |
| 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             | 200,303             |
| <b>Other corporate items:</b>                                 |                     |                     |                     |
| Interest expense                                              | (9,075)             | (6,769)             | (7,275)             |
| Interest income                                               | 842                 | 1,128               | 1,556               |
| Income from continuing operations before income taxes         | <u>\$ 281,645</u>   | <u>\$ 234,709</u>   | <u>\$ 194,584</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                               | 10,660           | 11,288           | 10,534           |
| United States industrial services                             | 9,839            | 8,781            | 6,560            |
| Total United States operations                                | 32,336           | 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           | 350,064           | 346,084           |
| United Kingdom building services                              | 14,575            | 25,231            | 37,443            |
| Total worldwide operations                                    | <u>\$ 368,565</u> | <u>\$ 375,295</u> | <u>\$ 383,527</u> |

**EMCOR Group, Inc. and Subsidiaries**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**NOTE 17 - SEGMENT INFORMATION - (Continued)**

|                                                               | 2014                | 2013                | 2012                |
|---------------------------------------------------------------|---------------------|---------------------|---------------------|
| <b>Long-lived assets:</b>                                     |                     |                     |                     |
| 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> |
| <b>Total assets:</b>                                          |                     |                     |                     |
| 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      |
|---------------------------------------------------|--------------|--------------|--------------|--------------|
| <b>2014 Quarterly Results</b>                     |              |              |              |              |
| 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      |
|---------------------------------------------------|--------------|--------------|--------------|--------------|
| <b>2013 Quarterly Results</b>                     |              |              |              |              |
| 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

Page 1

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:

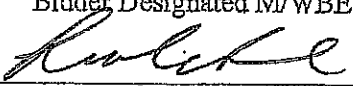
New York State Department of Economic Development  
Division of Minority and Women's Business Development  
One Commerce Plaza  
Albany, New York 12223  
(518) 473-6442

**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**

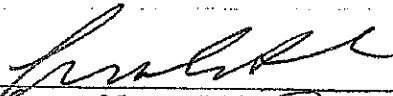
Nassau County Incident Management Phase IV  
PIN 0760.03  
Contract # H62564

## 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<br>NUMBER | UNIT OF<br>MEASUREMENT | ITEMS WITH UNITS WRITTEN IN WORDS                                                                                    | UNIT BID PRICE |       | BID<br>FACTOR | UNIT BID PRICE |       |
|----------------|------------------------|----------------------------------------------------------------------------------------------------------------------|----------------|-------|---------------|----------------|-------|
|                |                        |                                                                                                                      | DOLLAR         | CENTS |               | DOLLAR         | CENTS |
| 201.06         | LUMP SUM               | CLEARING AND GRUBBING<br>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<br>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<br>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<br>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<br>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<br>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<br>NUMBER | UNIT OF<br>MEASUREMENT | ITEMS WITH UNITS WRITTEN IN WORDS                                                                                              | UNIT BID PRICE |       | BID<br>FACTOR | UNIT BID PRICE |       |
|----------------|------------------------|--------------------------------------------------------------------------------------------------------------------------------|----------------|-------|---------------|----------------|-------|
|                |                        |                                                                                                                                | DOLLAR         | CENTS |               | DOLLAR         | CENTS |
| 680.5001       | CUBIC YARD             | POLE EXCAVATION AND CONCRETE FOUNDATION<br>For <u>One thousand one hundred dollars and no cents</u><br>Dollars Cents           | 1,100.         | 00    | 27            | 29,700.        | 00    |
| 680.5002       | EACH                   | CONCRETE BASE FOR CONTROLLER CABINET<br>For <u>Two thousand six hundred dollars and no cents</u><br>Dollars Cents              | 2,600.         | 00    | 15            | 39,000.        | 00    |
| 680.51050010   | EACH                   | PULLEX, RECTANGULAR REINFORCED CONCRETE 26"x18"<br>For <u>One thousand eight hundred dollars and no cents</u><br>Dollars Cents | 1,800.         | 00    | 13            | 23,400.        | 00    |
| 680.520106     | LINEAR FOOT            | CONDUIT, METAL STEEL, ZINC COATED, 2 INCH<br>For <u>Fifteen dollars and no cents</u><br>Dollars Cents                          | 15.            | 00    | 698           | 10,470.        | 00    |
| 680.520108     | LINEAR FOOT            | CONDUIT, METAL STEEL, ZINC COATED, 3 INCH<br>For <u>Twenty-five dollars and no cents</u><br>Dollars Cents                      | 25             | 00    | 492           | 12,300.        | 00    |
| 680.53010010   | LINEAR FOOT            | CLEAN EXISTING CONDUIT<br>For <u>Four dollars and no cents</u><br>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<br>For <u>One thousand five hundred dollars and no cents</u><br>Dollars Cents             | 1,500.         | 00    | 2          | 3,000.         | 00    |
| 680.75610010 | EACH                | FURNISH AND INSTALL A POWER CONNECTION ASSY - 30 AMP<br>For <u>Three hundred fifty dollars and no cents</u><br>Dollars Cents           | 350.           | 00    | 1          | 350.           | 00    |
| 680.80325010 | EACH                | ALUMINUM MICROCOMPUTER CABINET BASE<br>For <u>Six hundred fifty dollars and no cents</u><br>Dollars Cents                              | 650.           | 00    | 14         | 9,100.         | 00    |
| 680.81422010 | EACH                | AUXILIARY POLE AND FOUNDATION<br>For <u>Three thousand six hundred eighty dollars and no cents</u><br>Dollars Cents                    | 3,680.         | 00    | 16         | 58,880.        | 00    |
| 680.95020615 | LINEAR FOOT         | FURNISH AND INSTALL SERVICE CABLE 20 # 6 AWG<br>For <u>Six dollars and no cents</u><br>Dollars Cents                                   | 6.             | 00    | 3,170      | 19,020.        | 00    |
| 683.020300NA | EACH                | FURNISH AND INSTALL HD CCTV TOP MOUNT IP CAMERA ASSY<br>For <u>Eleven thousand three hundred dollars and no cents</u><br>Dollars Cents | 11,300.        | 00    | 4          | 45,200.        | 00    |

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS  
CONTRACT NUMBER H62564

BID SHEETS

| ITEM<br>NUMBER | UNIT OF<br>MEASUREMENT | ITEMS WITH UNITS WRITTEN IN WORDS                                                                                                              | UNIT BID PRICE |       | BID<br>FACTOR | UNIT BID PRICE |       |
|----------------|------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|----------------|-------|---------------|----------------|-------|
|                |                        |                                                                                                                                                | DOLLAR         | CENTS |               | DOLLAR         | CENTS |
| 683.030400NA   | LUMP SUM               | FURNISH AND INSTALL CCTV CENTRAL CAMERA CONTROL SYST<br>For <u>Two hundred ninety four thousand two hundred</u><br>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<br>For <u>Nine thousand dollars and no cents</u><br>Dollars Cents                              | 9,000.         | 00    | 24            | 216,000.       | 00    |
| 683.060100NA   | EACH                   | FURNISH AND INSTALL CCTV CAMERA CONTROL CABINET<br>For <u>Five thousand dollars and no cents</u><br>Dollars Cents                              | 5,000.         | 00    | 28            | 140,000.       | 00    |
| 683.07100010   | LINEAR FOOT            | FIBER OPTIC INNERDUCT, 1 CHANNEL<br>For <u>Five dollars and no cents</u><br>Dollars Cents                                                      | 5.             | 00    | 8,904         | 44,520.        | 00    |
| 683.072012NA   | EACH                   | FURNISH AND INSTALL 12 PORT RM FIBER OPTIC PATCH PANEL<br>For <u>Three hundred twenty dollars and no cents</u><br>Dollars Cents                | 320.           | 00    | 52            | 16,640.        | 00    |
| 683.072024NA   | EACH                   | FURNISH AND INSTALL 24 PORT RM FIBER OPTIC PATCH PANEL<br>For <u>Four hundred fifty dollars and no cents</u><br>Dollars Cents                  | 450.           | 00    | 4             | 1,800.         | 00    |

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS  
CONTRACT NUMBER H62564

BID SHEETS

| ITEM<br>NUMBER | UNIT OF<br>MEASUREMENT | ITEMS WITH UNITS WRITTEN IN WORDS                                                                                                               | UNIT BID PRICE |       | BID<br>FACTOR | UNIT BID PRICE |       |
|----------------|------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|----------------|-------|---------------|----------------|-------|
|                |                        |                                                                                                                                                 | DOLLAR         | CENTS |               | DOLLAR         | CENTS |
| 683.072048NA   | EACH                   | FURNISH AND INSTALL 48 PORT RM FIBER OPTIC PATCH PANEL<br><br>For <u>Seven hundred dollars and no cents</u><br>Dollars Cents                    | 700.           | 00    | 2             | 1,400.         | 00    |
| 683.090100NA   | EACH                   | FURNISH AND INSTALL 8 PORT HARDENED 10/100 ETH SWITCH<br><br>For <u>Three thousand two hundred dollars and</u><br>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<br><br>For <u>Seven hundred fifty dollars and no cents</u><br>Dollars Cents           | 750.           | 00    | 56            | 42,000.        | 00    |
| 683.090700NA   | EACH                   | FURNISH AND INSTALL 10/100 OPTICAL ETH CONVERTER RACK MT<br><br>For <u>Seven hundred fifty dollars and no cents</u><br>Dollars Cents            | 750.           | 00    | 10            | 7,500.         | 00    |
| 683.92150010   | LINEAR FOOT            | FURNISH AND INSTALL FIBER OPTIC DROP CABLE<br><br>For <u>Nine dollars and no cents</u><br>Dollars Cents                                         | 9.             | 00    | 4,234         | 38,106.        | 00    |
| 683.92104810   | LINEAR FOOT            | FURNISH AND INSTALL SM FIBER OPTIC TRUNK CABLE 48 FIBER<br><br>For <u>Five dollars and no cents</u><br>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.<sup>00</sup>

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 VAENTI

(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 NENTOWN 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: [Signature]

Print Name: JOSEPH P. FLORIO

Title: 25 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: [Signature]

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<br>Revenue | Start<br>Date | Original<br>Comp<br>Date | Comp<br>Date |
|--------------------------------|--------------------------|----------------|--------------------------------------------|----------------|---------------|--------------------------|--------------|
| <b>Transportation Division</b> |                          |                |                                            |                |               |                          |              |
| 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. ARESO, JR. | VICE PRESIDENT             | 36 YEARS                         | CONSTR & 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) 229-8787 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      | <b>GENERAL LIABILITY</b>                                                       |               | 10/01/10                         | 10/01/11                          |                                                                                                     |
|        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY               |               |                                  |                                   | GENERAL AGGREGATE \$ 6,000,000                                                                      |
|        | <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR |               |                                  |                                   | PRODUCTS - COMP/OP AGG \$ 14,000,000                                                                |
|        | <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT                           |               |                                  |                                   | PERSONAL & ADV INJURY \$ 2,000,000                                                                  |
|        | <input checked="" type="checkbox"/> PER PROJECT GENERAL                        |               |                                  |                                   | EACH OCCURRENCE \$ 2,000,000                                                                        |
|        | <input type="checkbox"/> AGGREGATE APPLIES                                     |               |                                  |                                   | FIRE DAMAGE (Any one fire) \$ 1,000,000                                                             |
|        |                                                                                |               |                                  |                                   | MED EXP (Any one person) \$ 25,000                                                                  |
| A      | <b>AUTOMOBILE LIABILITY</b>                                                    |               | 10/01/10                         | 10/01/11                          |                                                                                                     |
|        | <input checked="" type="checkbox"/> ANY AUTO                                   |               |                                  |                                   | COMBINED SINGLE LIMIT \$ 2,000,000                                                                  |
|        | <input type="checkbox"/> ALL OWNED AUTOS                                       |               |                                  |                                   | BODILY INJURY (Per person) \$                                                                       |
|        | <input type="checkbox"/> SCHEDULED AUTOS                                       |               |                                  |                                   | BODILY INJURY (Per accident) \$                                                                     |
|        | <input checked="" type="checkbox"/> HIRED AUTOS                                |               |                                  |                                   | PROPERTY DAMAGE \$                                                                                  |
|        | <input checked="" type="checkbox"/> NON-OWNED AUTOS                            |               |                                  |                                   |                                                                                                     |
|        | <input checked="" type="checkbox"/> AUTO PHYSICAL DAMAGE                       |               |                                  |                                   |                                                                                                     |
|        | \$500 COMP/\$500 COLL DED                                                      |               |                                  |                                   |                                                                                                     |
|        | <b>GARAGE LIABILITY</b>                                                        |               |                                  |                                   |                                                                                                     |
|        | <input type="checkbox"/> ANY AUTO                                              |               |                                  |                                   | AUTO ONLY - EA ACCIDENT \$                                                                          |
|        |                                                                                |               |                                  |                                   | OTHER THAN AUTO ONLY: \$                                                                            |
|        |                                                                                |               |                                  |                                   | EACH ACCIDENT \$                                                                                    |
|        |                                                                                |               |                                  |                                   | AGGREGATE \$                                                                                        |
|        | <b>EXCESS LIABILITY</b>                                                        |               |                                  |                                   | EACH OCCURRENCE \$                                                                                  |
|        | <input type="checkbox"/> UMBRELLA FORM                                         |               |                                  |                                   | AGGREGATE \$                                                                                        |
|        | <input type="checkbox"/> OTHER THAN UMBRELLA FORM                              |               |                                  |                                   | \$                                                                                                  |
| B      | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>                           |               | 10/01/10                         | 10/01/11                          |                                                                                                     |
| C      |                                                                                |               | 10/01/10                         | 10/01/11                          | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$ 1,000,000 |
| B      | <b>THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE:</b>                        |               | 10/01/10                         | 10/01/11                          | EL EACH ACCIDENT \$ 1,000,000                                                                       |
|        | <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL         |               | 10/01/10                         | 10/01/11                          | EL DISEASE-POLICY LIMIT \$ 1,000,000                                                                |
|        | <b>OTHER</b>                                                                   |               |                                  |                                   | EL DISEASE-EACH EMPLOYEE \$ 1,000,000                                                               |

**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 &amp; EMPLOYERS LIABILITY) WHERE REQUIRED BY CONTRACT: COUNTY OF NASSAU, ALL MUNICIPALITIES, MUNICIPAL SUB-DIVISIONS &amp; FEE OWNERS OF PROPERTIES ON WHICH WORK IS DONE.

**CERTIFICATE HOLDER**NASSAU 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.**





F-43-16CF R52

**CF (Capital)****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<br>N&P Engineers & Land Surveyor, PLLC.           | Vendor ID#<br>11-3551992                                            |
| Address<br>572 Walt Whitman Road<br>Melville, NY 11747 | Contact Person<br>Robert G. Nelson Jr., PE<br>Phone<br>631-427-5665 |

| County Department                           |
|---------------------------------------------|
| Department Contact<br>Aryeh Lemberger       |
| Address<br>1194 Prospect Ave., Westbury, NY |
| Phone<br>516-571-9332                       |

**Routing Slip**

| DATE Rec'd. | DEPARTMENT                                                     | Internal Verification                        | DATE App'd & Ew'd                   | SIGNATURE | Leg. Approval Required |
|-------------|----------------------------------------------------------------|----------------------------------------------|-------------------------------------|-----------|------------------------|
|             | Department                                                     | NIFS Entry (Dept)<br>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<br>Filed with Clerk of the Leg. | <input type="checkbox"/>            | 1/26/16   | [Signature]            |



## Contract Summary

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Description:</b> Provide "On-Call" Traffic Engineering Services to DPW's Traffic Engineering Unit                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Purpose:</b> 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.                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Method of Procurement:</b> A formal Request For Proposals (RFP) process was conducted to prepare the services.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Procurement History:</b> 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.                                                                                                                                                                                                                                                                               |
| <b>Description of General Provisions:</b> 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). |
| <b>Impact on Funding / Price Analysis:</b> 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.                                                                                                                                                                                                                                                                                                                                                             |
| <b>Change in Contract from Prior Procurement:</b> N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Recommendation:</b> (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                                     | \$            |
| <b>TOTAL</b>                              | <b>\$ .01</b> |

| LINE         | INDEX/OBJECT CODE    | AMOUNT        |
|--------------|----------------------|---------------|
| 1            | PWCAPCAP/62500/00002 | \$ .01        |
| 2            |                      | \$            |
| 3            |                      | \$            |
| 4            |                      | \$            |
| 5            |                      | \$            |
| 6            |                      | \$            |
| <b>TOTAL</b> |                      | <b>\$ .01</b> |

| 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)     |
|                                                      |                                                                                                                         | <b>E #:</b>               |

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 \_\_\_\_\_

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.**

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 |            |          |
| 00 | 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

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F7-PRIOR PG F8-NEXT PG F9-LINK

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LINK TO:

VENDOR DETAIL

11:40 AM

ACTIVE

FISCAL MO/YEAR : 13 2015 ADADJ2015

BALANCE TYPE : 01 ENCUMBRANC

VENDOR : 113551992

N&amp;P ENGINEERS &amp; 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

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LINK TO:

VENDOR DETAIL

11:40 AM

ACTIVE

FISCAL MO/YEAR : 11 2015 NOV 2015 BALANCE TYPE : 01 ENCUMBRANC

VENDOR : 113551992 N&amp;P ENGINEERS &amp; 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 |

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VENDOR DETAIL

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ACTIVE

FISCAL MO/YEAR : 10 2015 OCT 2015

BALANCE TYPE : 01 ENCUMBRANC

VENDOR : 113551992

N&amp;P ENGINEERS &amp; 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  |

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ACTIVE

FISCAL MO/YEAR : 10 2015 OCT 2015

BALANCE TYPE : 01 ENCUMBRANC

VENDOR : 113551992

N&amp;P ENGINEERS &amp; 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 |

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ACTIVE

FISCAL MO/YEAR : 07 2015 JULY 2015

BALANCE TYPE : 01 ENCUMBRANC

VENDOR : 113551992

N&amp;P ENGINEERS &amp; 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

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ACTIVE

FISCAL MO/YEAR : 06 2015 JUNE 2015

VENDOR

: 113551992

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VENDOR DETAIL

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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 |

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ACTIVE

FISCAL MO/YEAR : 05 2015 MAY 2015

BALANCE TYPE : 01 ENCUMBRANC

VENDOR : 113551992

N&amp;P ENGINEERS &amp; LAND SURVEYOR, PLLC

| S | POST DATE  | T/C     | DOCUMENT                                         | INDEX | SUBOBJ   | BANK  | CHECK NO | PERIOD  | AMOUNT     |
|---|------------|---------|--------------------------------------------------|-------|----------|-------|----------|---------|------------|
|   | 05/08/2015 | 109     | CAPW15000066                                     | 01    | PWCAPCAP | 00002 | 6100101C | 05 2015 | 80,000.00  |
|   |            |         | ON-CALL CIVIL/SITE DESIGN-REVIEW&PROCESS BID DOC |       |          |       |          |         |            |
|   | 05/08/2015 | 109     | CAPW15000068                                     | 01    | PWCAPCAP | 00002 | 6100101C | 05 2015 | 185,200.00 |
|   |            |         | PROCESS BID DOCS FOR RESURFACING PROJECT         |       |          |       |          |         |            |
|   | 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 |

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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

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.<br>325 West Main Street<br>Babylon, NY 11702               | M & J Engineers, P. C. (MBE)<br>52 South Terrace Place<br>Valley Stream, NY 11580<br><br>TRIP Consultants Corp.<br>311 85th Street<br>Brooklyn, NY 11209                                                                                                                                 |
| Nelson & Pope Engineers & Surveyors<br>572 Walt Whitman Road<br>Melville, NY 11747 | Traffic Databank (MBE)<br>716 South Sixth Avenue<br>Mt. Vernon, NY 10550<br><br>B. Thayer Associates (WBE)<br>100 Crossways Park Drive West<br>Suite 104<br>Woodbury, NY 11797                                                                                                           |
| LiRo Engineers, Inc.<br>3 Aerial Way<br>Syosset, NY 11791                          | American Traffic Information, Inc.<br>336 Pulaski Avenue<br>Staten Island, NY 10303<br><br>Traffic Counts Collecting, Inc. (WBE)<br>65-39 Maurice Avenue<br>Woodside, NY 11377<br><br>Wiley Engineering, P.C. (MBE)<br>800 Veterans Memorial Highway<br>Suite 302<br>Hauppauge, NY 11788 |
| L.K. McLean Associates, P.C.<br>437 South Country Road<br>Brookhaven, NY 11719     | CSM Engineering, P.C. (WBE)<br>626 RXR Plaza<br>Uniondale, NY 11556<br><br>Wiley Engineering, P.C. (MBE)<br>800 Veterans Memorial Highway<br>Suite 302<br>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

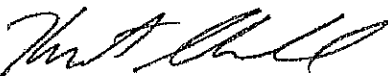
**DATE:** November 17, 2015

**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



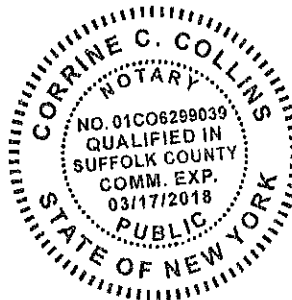
STATE OF NEW YORK)

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)

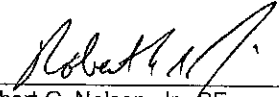
\*N&P Engineering LLC

\* 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<br>Surveyor, PLLC<br>d/b/a Nelson & Pope<br>(11-3351992) | Nelson Pope<br>& Voorhis, LLC<br>(11-3353292) | N&P Construction<br>Layout<br>(11-3237008) | 572 Walt Whitman<br>Road Associates, LLC<br>(11-3332281) | Vornel<br>Management<br>(42-1564513) | HWJ Engineering &<br>Surveying PLLC<br>d/b/a Hawkins<br>Webb Jaeger<br>(20-0466961) | East Coast<br>Geoservices LLC<br>(26-3957238) | N & P Engineering LLC<br>(81-0721476) | Haks-Nelson &<br>Pope JV<br>(27-4404689) | N&P-GdB<br>(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,<br>PLLC                | -                                                                               | 56.0000%                                      | -                                          | -                                                        | 50.0000%                             | 90.0000%                                                                            | -                                             | -                                     | 30.00%                                   | 80.00%                  |
| Nelson Pope & Voorhis, LLC                             | -                                                                               | -                                             | -                                          | -                                                        | 50.0000%                             | -                                                                                   | 75.00%                                        | -                                     | -                                        | -                       |
| Haks Engineers, Architects and Land<br>Surveyors       | -                                                                               | -                                             | -                                          | -                                                        | -                                    | -                                                                                   | -                                             | -                                     | 70.00%                                   | -                       |
| Gayron de Bruin, Land Surveying and<br>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

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



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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.

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(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):

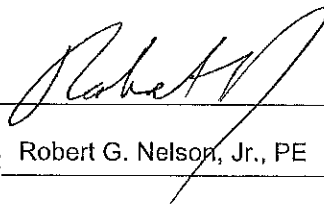
NONE - N&P nor any of our affiliates engages or has engaged the services of a lobbyist to influence or promote a matter before the County of Nassau, its agencies, boards, commissions, department heads, or committees.

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<br>Surveyor, PLLC<br>d/b/a Nelson & Pope<br>(11-3551992) | Nelson Pope<br>& Voorhis, LLC<br>(11-3353292) | N&P Construction<br>Layout<br>(11-3237008) | 572 Walt Whitman<br>Road Associates, LLC<br>(11-3332281) | Vornel<br>Management<br>(42-1564513) | HWJ Engineering &<br>Surveying PLLC<br>d/b/a Hawkins<br>Webb Jaeger<br>(20-0466961) | East Coast<br>Geoservices LLC<br>(26-3957238) | N & P Engineering LLC<br>(81-0721476) | Haks-Nelson &<br>Pope JV<br>(27-4404689) | N&P-GdB<br>(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%                              | -                                        | -                       |
| 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,<br>PLLC                | -                                                                               | 56.0000%                                      | -                                          | -                                                        | 50.0000%                             | 90.0000%                                                                            | -                                             | -                                     | 30.00%                                   | 80.00%                  |
| Nelson Pope & Voorhis, LLC                             | -                                                                               | -                                             | -                                          | -                                                        | 50.0000%                             | -                                                                                   | 75.00%                                        | -                                     | -                                        | -                       |
| Haks Engineers, Architects and Land<br>Surveyors       | -                                                                               | -                                             | -                                          | -                                                        | -                                    | -                                                                                   | -                                             | -                                     | 70.00%                                   | -                       |
| Gayron de Bruin, Land Surveying and<br>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,<br>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<br>LLC          | Provides surveying services to Nelson & Pope exclusively                                                                   |
| Vornel Management                       | Owns buildings leased by Nelson & Pope exclusively<br>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

Zip Code 11747

Other (specify) \_\_\_\_\_

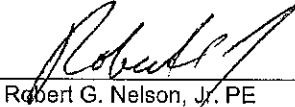
See Attached for N&P Engineers & Land Surveyor, PLLC and Ownership

See attached

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 | <u>Robert G. Nelson, Jr. PE</u>                                                    |
| Title      | <u>Partner</u>                                                                     |

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<br>Surveyor, PLLC<br>d/b/a Nelson & Pope<br>(11-3551992)                                            | Nelson Pope<br>& Voorhis, LLC<br>(11-3353292) | N&P Construction<br>Layout<br>(11-3237008) | 572 Walt Whitman<br>Road Associates, LLC<br>(11-3332281) | Vornel<br>Management<br>(42-1564513) | HWJ Engineering &<br>Surveying PLLC<br>d/b/a Hawkins<br>Webb Jaeger<br>(20-0466961) | East Coast<br>Geoservices LLC<br>(26-3957238) | N & P Engineering LLC<br>(81-0721476) | Haks-Nelson &<br>Pope JV<br>(27-440689) | N&P-GdB<br>(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,<br>PLLC                | -                                                                                                                          | 56.0000%                                      | -                                          | -                                                        | 50.0000%                             | 90.0000%                                                                            | -                                             | -                                     | 30.00%                                  | 80.00%                  |
| Nelson Pope & Voorhis, LLC                             | -                                                                                                                          | -                                             | -                                          | -                                                        | 50.0000%                             | -                                                                                   | 75.00%                                        | -                                     | -                                       | -                       |
| Haks Engineers, Architects and Land<br>Surveyors       | -                                                                                                                          | -                                             | -                                          | -                                                        | -                                    | -                                                                                   | -                                             | -                                     | 70.00%                                  | -                       |
| Gayron de Bruin, Land Surveying and<br>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,<br>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<br>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

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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

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Refer to the attached sheet

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7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). 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.

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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.

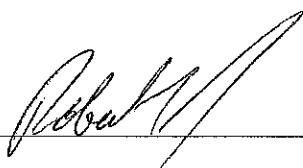
(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

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: 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<br>Surveyor, PLLC<br>d/b/a Nelson & Pope<br>(11-3551992) | Nelson Pope<br>& Voorhis, LLC<br>(11-3353292) | N&P Construction<br>Layout<br>(11-3237008) | 572 Walt Whitman<br>Road Associates, LLC<br>(11-3332281) | Vornel<br>Management<br>(42-1564513) | HWJ Engineering &<br>d/b/a Hawkins<br>Webb Jaeger<br>(20-0466961) | East Coast<br>Geoservices LLC<br>(26-3957238) | N & P Engineering LLC<br>(81-0721476) | Haks-Nelson &<br>Pope JV<br>(27-4404689) | N&P-GdB<br>(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%                              | -                                        | -                       |
| Peterson, 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,<br>PLLC                | -                                                                               | 56.0000%                                      | -                                          | -                                                        | 50.0000%                             | 90.0000%                                                          | -                                             | -                                     | 30.00%                                   | 80.00%                  |
| Nelson Pope & Voorhis, LLC                             | -                                                                               | -                                             | -                                          | -                                                        | 50.0000%                             | -                                                                 | 75.00%                                        | -                                     | -                                        | -                       |
| Haks Engineers, Architects and Land<br>Surveyors       | -                                                                               | -                                             | -                                          | -                                                        | -                                    | -                                                                 | -                                             | -                                     | 70.00%                                   | -                       |
| Gayron de Bruin, Land Surveying and<br>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  
Provides surveying services to Nelson & Pope exclusively

Vornel Management  
Owns buildings leased by Nelson & Pope exclusively

HWJ Engineering & Surveying PLLC  
Provides management services to Hawkins Webb & Jaeger exclusively

East Coast Geoservices LLC  
Provides architectural, engineering & Surveying services to Nelson & Pope and Nelson Pope & Voorhis and general public

N & P Engineering LLC  
Provides drilling/soil sampling services to Nelson & Pope, Nelson Pope & Voorhis, Hawkins Webb Jaeger and general public

Haks-Nelson & Pope JV  
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



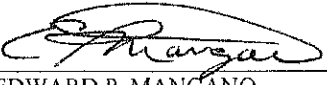
incurred during such reporting period and the cumulative total during the lobbying year; and it is further

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.

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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

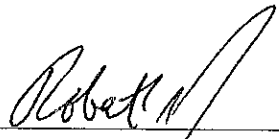
5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

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.

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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).

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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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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. \_\_\_\_\_

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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. \_\_\_\_\_

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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. \_\_\_\_\_

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B) Any misdemeanor charge pending? No X Yes \_\_\_\_\_ If Yes, provide details for each such charge. \_\_\_\_\_

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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 \_\_\_\_\_

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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.

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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 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

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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**

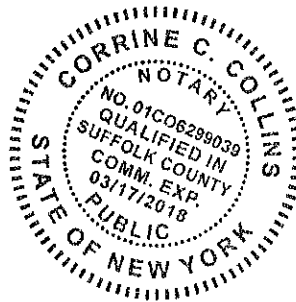
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT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

| <b>Federal Tax Id Number</b> | <b>Firm Name</b>                      | <b>Description of Services</b>                                                                                             |
|------------------------------|---------------------------------------|----------------------------------------------------------------------------------------------------------------------------|
| 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 |
| <b>Revenue</b>                    |              |              |
| Income From Professional Services |              |              |
| Credits Issued                    |              |              |
| <b>Total Revenue</b>              |              |              |
| <b>Direct Costs</b>               |              |              |
| Direct Salaries                   |              |              |
| Outside Services                  |              |              |
| Other Direct Costs                |              |              |
| <b>Total Direct Costs</b>         |              |              |
| <b>Gross Profit</b>               |              |              |
| <b>Overhead Expenses</b>          |              |              |
| Overhead Expenses                 |              |              |
| <b>Total Overhead Expenses</b>    |              |              |
| <b>Total Operating Expenses</b>   |              |              |
| <b>Net Profit/Loss</b>            |              |              |

**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.

*Douglas B. 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

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 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 :***

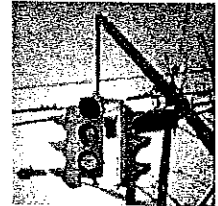
*Nassau County DPW  
Commissioner's Office  
(516) 571-9607*

***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

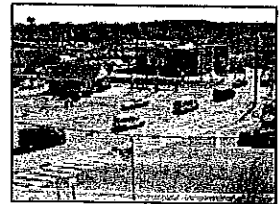
**Construction Costs:** \$2,800,000

**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:**

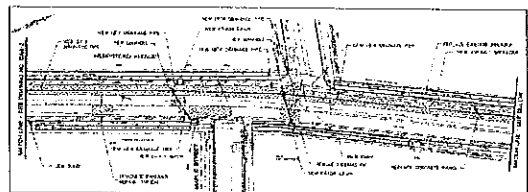
2009

**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

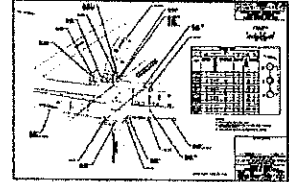
**Completion Date:** Completed

**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

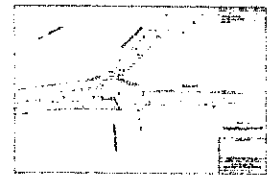
**Completion Date:** Completed

**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

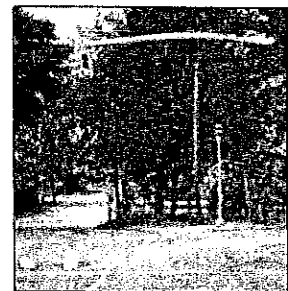
**Construction Costs:**

\$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).



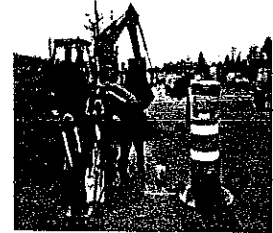
### Construction Support Services for New York State Department of Transportation

**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.



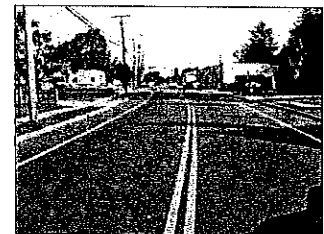
### Hempstead Avenue Reconstruction

**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 :**

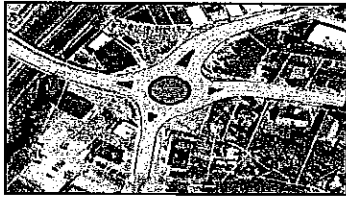
Town of Brookhaven  
Dan Losquadro,  
Superintendent of Highways  
(631) 451-9200

**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

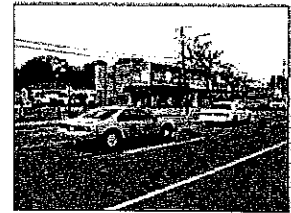
**Completion Date:** 2010

**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.

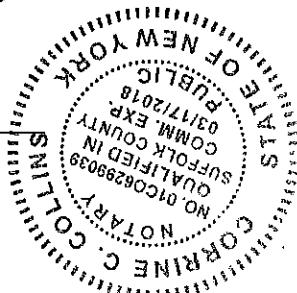
## CERTIFICATION

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

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:
- Been debarred by any government agency from entering into contracts with that agency? NO \_\_\_\_ X 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 X YES \_\_\_\_ If Yes, provide details for each such instance.

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- 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

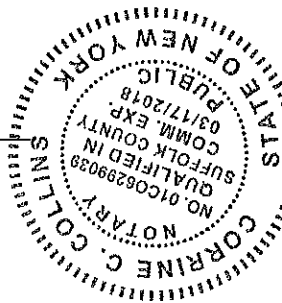
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

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:

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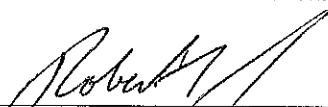
4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action \_\_\_\_\_ has X has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, 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.

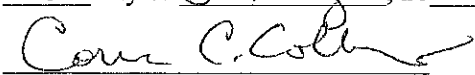
I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

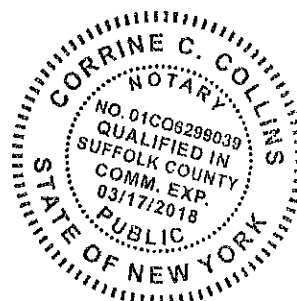
01-13-2016  
Dated

  
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



E-44-16 CF

**CF (Capital)****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<br><b>Liro Engineers, Inc.</b>                  | Vendor ID#<br><b>13-1974950</b>                |
| Address<br><b>3 Aerial Way<br/>Syosset, NY 11791</b> | Contact Person<br><b>Michael Rennard, P.E.</b> |
|                                                      | Phone<br><b>516-938-5476</b>                   |

| County Department                                  |
|----------------------------------------------------|
| Department Contact<br><b>Aryeh Lemberger</b>       |
| Address<br><b>1194 Prospect Ave., Westbury, NY</b> |
| Phone<br><b>516-571-9332</b>                       |

**Routing Slip**

| DATE Rec'd.    | DEPARTMENT                                                     | Internal Verification                        | DATE App'd & Fw'd.                                   | SIGNATURE                                     | Leg. Approval Required                                                                  |
|----------------|----------------------------------------------------------------|----------------------------------------------|------------------------------------------------------|-----------------------------------------------|-----------------------------------------------------------------------------------------|
|                | Department                                                     | NIFS Entry (Dept)<br>NIFS Appvl (Dept. Head) | <input type="checkbox"/><br><input type="checkbox"/> | <u>1/14/16</u><br><i>[Signature]</i>          |                                                                                         |
|                | DPW (Capital Only)                                             | CF Capital Fund Approval                     | <input type="checkbox"/>                             | <u>1/21/16</u><br><i>[Signature]</i>          |                                                                                         |
|                | OMB                                                            | NIFS Approval                                | <input type="checkbox"/>                             | <u>1/22/16</u><br><i>[Signature]</i>          | Yes <input type="checkbox"/> No <input type="checkbox"/><br>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><br><i>[Signature]</i>          |                                                                                         |
| <u>1/25/16</u> | County Attorney                                                | CA Approval as to form                       | <input checked="" type="checkbox"/>                  | <u>1/25/16</u><br><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><br><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<br>Filed with Clerk of the Leg. | <input type="checkbox"/><br><input type="checkbox"/> | <u>1/25/16</u><br><i>[Signature]</i>          |                                                                                         |



## Contract Summary

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Description:</b> Provide "On-Call" Traffic Engineering Services to Dpw's Traffic Engineering Unit                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Purpose:</b> 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.                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Method of Procurement:</b> A formal Request For Proposals (RFP) process was conducted to prepare the services.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Procurement History:</b> 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.                                                                                                                                                                                                                                                                               |
| <b>Description of General Provisions:</b> 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). |
| <b>Impact on Funding / Price Analysis:</b> 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.                                                                                                                                                                                                                                                                                                                                                             |
| <b>Change in Contract from Prior Procurement:</b> N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Recommendation:</b> (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    |

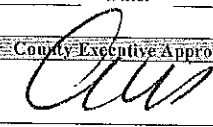
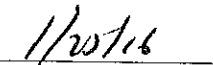
| FUNDING SOURCE                            | AMOUNT        |
|-------------------------------------------|---------------|
| Revenue Contract <input type="checkbox"/> | XXXXXXXX      |
| County                                    | \$ .01        |
| Federal                                   | \$            |
| State                                     | \$            |
| Capital                                   | \$            |
| Other                                     | \$            |
| <b>TOTAL</b>                              | <b>\$ .01</b> |

| LINE         | INDEX/OBJECT CODE    | AMOUNT        |
|--------------|----------------------|---------------|
| 1            | PWCAPCAP/62500/00002 | \$ .01        |
| 2            |                      | \$            |
| 3            |                      | \$            |
| 4            |                      | \$            |
| 5            |                      | \$            |
| 6            |                      | \$            |
| <b>TOTAL</b> |                      | <b>\$ .01</b> |

| 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.

Roseann Miller 1/25/16  
Signature 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.**

| 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

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F5-NEXT

F7-PRIOR PG F8-NEXT PG F9-LINK

G010 - PRIOR PAGE DISPLAYED

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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

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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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VENDOR DETAIL

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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

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VENDOR DETAIL

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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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VENDOR DETAIL

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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

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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.

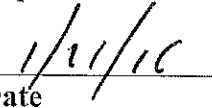
**VIII. ☒ Participation of Minority Group Members and Women in Nassau County Contracts.** The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested 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.<br>325 West Main Street<br>Babylon, NY 11702               | M & J Engineers, P. C. (MBE)<br>52 South Terrace Place<br>Valley Stream, NY 11580<br><br>TRIP Consultants Corp.<br>311 85th Street<br>Brooklyn, NY 11209                                                                                                                                 |
| Nelson & Pope Engineers & Surveyors<br>572 Walt Whitman Road<br>Melville, NY 11747 | Traffic Databank (MBE)<br>716 South Sixth Avenue<br>Mt. Vernon, NY 10550<br><br>B. Thayer Associates (WBE)<br>100 Crossways Park Drive West<br>Suite 104<br>Woodbury, NY 11797                                                                                                           |
| LiRo Engineers, Inc.<br>3 Aerial Way<br>Syosset, NY 11791                          | American Traffic Information, Inc.<br>336 Pulaski Avenue<br>Staten Island, NY 10303<br><br>Traffic Counts Collecting, Inc. (WBE)<br>65-39 Maurice Avenue<br>Woodside, NY 11377<br><br>Wiley Engineering, P.C. (MBE)<br>800 Veterans Memorial Highway<br>Suite 302<br>Hauppauge, NY 11788 |
| L.K. McLean Associates, P.C.<br>437 South Country Road<br>Brookhaven, NY 11719     | CSM Engineering, P.C. (WBE)<br>626 RXR Plaza<br>Uniondale, NY 11556<br><br>Wiley Engineering, P.C. (MBE)<br>800 Veterans Memorial Highway<br>Suite 302<br>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.

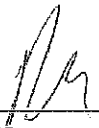
Please indicate whether you approve or disapprove of our recommendation and return this memo to this office for appropriate action.

  
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 ☒62500NIFS 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

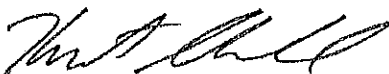
**DATE:** November 17, 2015

**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 Rennard 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]  
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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

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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: 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]

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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

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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: 11/15/16

Signed: 

Print Name: Michael Bailey, PE

Title: Senior 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

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.

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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:

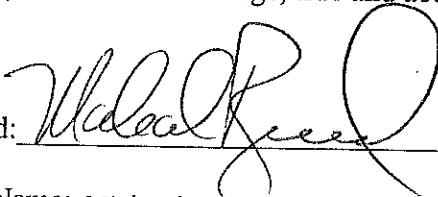
N/A

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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

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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

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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

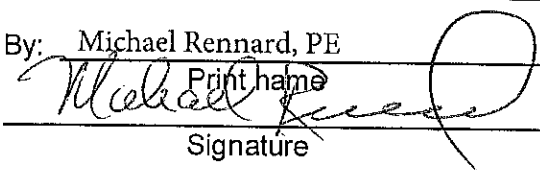
  
Notary Public

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

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**

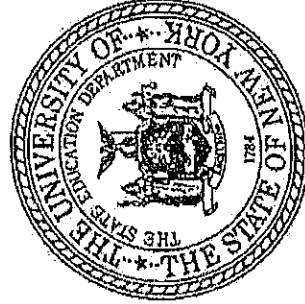
THIS IS TO CERTIFY THAT HAVING MET THE REQUIREMENTS OF SECTION 7210 OF THE  
EDUCATION LAW AND IN ACCORDANCE THEREWITH THIS CERTIFICATE OF AUTHORIZATION  
IS GRANTED WHICH ENTITLES

**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



*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)**

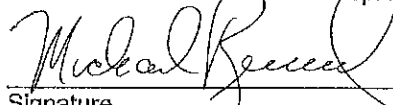
(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(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.

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 15 day of January 2016

Stephen Krol  
Notary Public

LiRo Engineers, Inc.

Name of submitting business

Michael Rennard, PE

Print name

Signature

Vice President

## Title

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:

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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:

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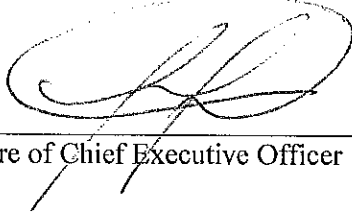
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5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

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

14<sup>th</sup> 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"/> |
| 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<br><b>Greenman-Pedersen, Inc.</b>                       | Vendor ID#<br><b>11-2537074</b>            |
| Address<br><b>325 West Main Street<br/>Babylon, NY 11702</b> | Contact Person<br><b>Denise Carter, PE</b> |
|                                                              | Phone<br><b>631-587-5060</b>               |

| County Department                                  |
|----------------------------------------------------|
| Department Contact<br><b>Aryeh Lemberger</b>       |
| Address<br><b>1194 Prospect Ave., Westbury, NY</b> |
| Phone<br><b>516-571-9332</b>                       |

**Routing Slip**

| DATE Rec'd | DEPARTMENT                                                     | Internal Verification                                                                          | DATE App'd & Fw'd | SIGNATURE          | Leg. Approval Required                                                                   |
|------------|----------------------------------------------------------------|------------------------------------------------------------------------------------------------|-------------------|--------------------|------------------------------------------------------------------------------------------|
|            | Department                                                     | NIFS Entry (Dept) <input type="checkbox"/><br>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"/><br>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"/><br>Filed with Clerk of the Leg. <input type="checkbox"/> | 1/25/16           | <i>[Signature]</i> |                                                                                          |



## Contract Summary

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Description:</b> Provide "On-Call" Traffic Engineering Services to DPW's Traffic Engineering Unit                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Purpose:</b> 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.                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Method of Procurement:</b> A formal Request For Proposals (RFP) process was conducted to prepare the services.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Procurement History:</b> 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.                                                                                                                                                                                                                                                                               |
| <b>Description of General Provisions:</b> 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). |
| <b>Impact on Funding / Price Analysis:</b> 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.                                                                                                                                                                                                                                                                                                                                                             |
| <b>Change in Contract from Prior Procurement:</b> N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Recommendation:</b> (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    |

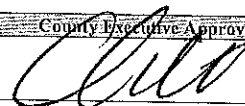
| RENEWAL    |  |
|------------|--|
| % Increase |  |
| % Decrease |  |

| FUNDING SOURCE                            | AMOUNT        |
|-------------------------------------------|---------------|
| Revenue Contract <input type="checkbox"/> | XXXXXXXX      |
| County                                    | \$ .01        |
| Federal                                   | \$            |
| State                                     | \$            |
| Capital                                   | \$            |
| Other                                     | \$            |
| <b>TOTAL</b>                              | <b>\$ .01</b> |

| LINE         | INDEX/OBJECT CODE    | AMOUNT        |
|--------------|----------------------|---------------|
| 1            | PWCAPCAP/62500/00002 | \$ .01        |
| 2            |                      | \$            |
| 3            |                      | \$            |
| 4            |                      | \$            |
| 5            |                      | \$            |
| 6            |                      | \$            |
| <b>TOTAL</b> |                      | <b>\$ .01</b> |

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 : VENDOR SFX | VENDOR NAME             |
|--------------|---------------|--------------|---------|-----|-----|---------------|--------------|---------------|-----------|---------------------|-------------------------|
| 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.

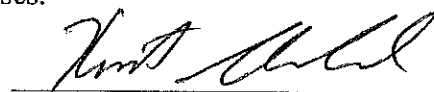
**VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services.** The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of 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.<br>325 West Main Street<br>Babylon, NY 11702               | M & J Engineers, P. C. (MBE)<br>52 South Terrace Place<br>Valley Stream, NY 11580<br><br>TRIP Consultants Corp.<br>311 85th Street<br>Brooklyn, NY 11209                                                                                                                                 |
| Nelson & Pope Engineers & Surveyors<br>572 Walt Whitman Road<br>Melville, NY 11747 | Traffic Databank (MBE)<br>716 South Sixth Avenue<br>Mt. Vernon, NY 10550<br><br>B. Thayer Associates (WBE)<br>100 Crossways Park Drive West<br>Suite 104<br>Woodbury, NY 11797                                                                                                           |
| LiRo Engineers, Inc.<br>3 Aerial Way<br>Syosset, NY 11791                          | American Traffic Information, Inc.<br>336 Pulaski Avenue<br>Staten Island, NY 10303<br><br>Traffic Counts Collecting, Inc. (WBE)<br>65-39 Maurice Avenue<br>Woodside, NY 11377<br><br>Wiley Engineering, P.C. (MBE)<br>800 Veterans Memorial Highway<br>Suite 302<br>Hauppauge, NY 11788 |
| L.K. McLean Associates, P.C.<br>437 South Country Road<br>Brookhaven, NY 11719     | CSM Engineering, P.C. (WBE)<br>626 RXR Plaza<br>Uniondale, NY 11556<br><br>Wiley Engineering, P.C. (MBE)<br>800 Veterans Memorial Highway<br>Suite 302<br>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.

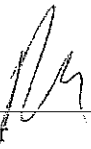
Please indicate whether you approve or disapprove of our recommendation and return this memo to this office for appropriate action.

  
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] 02/500  
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 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

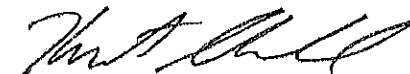
**DATE:** November 17, 2015

**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.



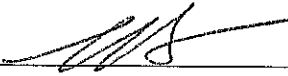
**APPENDIX C**  
**DISCLOSURE STATEMENT**

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)

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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

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7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). 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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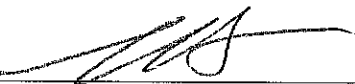
(b) Describe lobbying activity of each lobbyist. **See page 4 of 4 for a complete description of lobbying activities.**

(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

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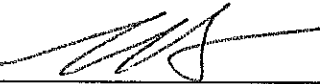
4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. **See page 4 for a complete description of lobbying activities.**  
N/A

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.

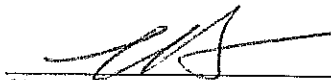
(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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

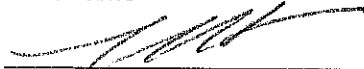
ADEN RIMPEL  
Notary Public, State of New York  
No. 01RI6077065  
Qualified in Suffolk County  
Commission Expires July 1, 2018

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~~ <sup>Sr. Vice President</sup> 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  
☒ 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

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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 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 38<sup>th</sup> Street  
6<sup>th</sup> 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

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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

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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.<br>[REDACTED] | Chairman of the Board<br>3306 Enterprise Rd., Fort Pierce, FL 34982                                                                                      |
| Ralph D. Csogi, P.E.<br>[REDACTED]     | Chief Executive Officer / President<br>100 Corporate Drive, Suite 301, Lebanon, NJ 08833                                                                 |
| Gary T. Etter, P.E.<br>[REDACTED]      | Chief Operating Officer<br>100 Corporate Drive, Suite 301, Lebanon, NJ 08833                                                                             |
| Michael J. Buoncore, CPA<br>[REDACTED] | Sr. Vice President/Chief Financial Officer/Secretary/Treasurer<br>325 W. Main Street, Babylon, NY 11702                                                  |
| M. Denise Carter, P.E.<br>[REDACTED]   | Sr. Vice President/Branch Manager<br>325 W. Main Street, Babylon, NY 11702                                                                               |
| Patrick Kenneally, P.E.<br>[REDACTED]  | Sr. Vice President/Branch Manager<br>80 Wolf Road, Suite 300, Albany, NY 12205<br>4950 Genesee Street, Suite 165, Buffalo, NY 14225                      |
| Frank Scheller, P.E.<br>[REDACTED]     | Sr. Vice President/Branch Manager<br>400 Rella Boulevard, Suite 207, Montebello, NY 10901                                                                |
| Gregory Johnson, P.E.<br>[REDACTED]    | Sr. Vice President/Branch Manager<br>100 Corporate Drive, Suite 301, Lebanon, NJ 08833                                                                   |
| Louis Norella, P.E.,<br>[REDACTED]     | Sr. Vice President/Branch Manager<br>50 Glenmaura National Blvd., Suite 102, Scranton, PA 18505<br>355 North 21st Street, Suite 301, Camp Hill, PA 17011 |
| Christer Ericsson, P.E.<br>[REDACTED]  | Sr. Vice President/Branch Manager<br>61 Spit Brook Road, Suite 110, Nashua, NH 03060<br>105 Central Street, Suite 4100, Stoneham, MA 02180               |
| George (Lew) Brode, P.E.<br>[REDACTED] | Sr. Vice President/ Branch Manager<br>7650 Standish Place, Suite 109, Rockville, MD 20855                                                                |
| Daniel J. Maletic, P.E.<br>[REDACTED]  | Sr. Vice President<br>10977 Guilford Road, Annapolis Junction, MD 20701                                                                                  |
| Douglass Robb, P.E.<br>[REDACTED]      | Sr. Vice President/Branch Manager<br>10977 Guilford Road, Annapolis Junction, MD 20701                                                                   |
| Joseph Nemmer, P.E.<br>[REDACTED]      | Sr. Vice President/Branch Manger<br>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<br>[REDACTED]  | Sr. Vice President/Branch Manager<br>1010 East Adams St., Suite 140, Jacksonville, FL 32202 |
| Sandra Bucklew<br>[REDACTED] | Sr. Vice President/Branch Manager<br>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<br>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<br>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<br>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<br>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<br>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<br>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<br>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<br>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<br>Westbury, NY | \$40 fee                    | 2007            | Yes                                             |

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS  
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| SUMMARY OF RELEVANT ACCOMPLISHMENTS                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                |                             |                 |                                                 |
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| 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<br>Staten Island, NY /<br>Owner: Nassau County<br>Dept. of Public Works<br>Westbury, NY | \$340<br>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<br>Westbury, NY                                                                            | \$72<br>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<br>Westbury, NY                                                                            | \$30<br>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<br>Westbury, NY                                                                            | \$159<br>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<br>Westbury, NY                                                                            | \$193<br>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<br>Westbury, NY                                                                            | \$99<br>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<br>Westbury, NY                                                                            | \$12<br>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<br>Westbury, NY                                                                            | \$778<br>fee                | 2015            | Progressing on time/ budget                     |

GREENMAN-PEDERSEN, INC.  
EIN: 11-2537074

October 8, 2015

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| <b>SUMMARY OF RELEVANT ACCOMPLISHMENTS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                     |                             |                 |                                                 |
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| 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<br>Westbury, NY | \$82<br>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<br>Westbury, NY | \$99<br>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<br>Westbury, NY | \$157<br>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<br>Westbury, NY | \$125<br>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<br>Westbury, NY | \$409<br>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<br>Westbury, NY | \$57<br>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<br>Westbury, NY | \$500<br>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<br>Westbury, NY | \$550<br>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<br>Westbury, NY | \$22<br>fee                 | 2012            | Yes                                             |



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| SUMMARY OF RELEVANT ACCOMPLISHMENTS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                     |                             |                 |                                                 |
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| 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<br>Westbury, NY | \$39<br>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<br>Westbury, NY | \$280<br>fee                | 2015            | Progressing on time/<br>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<br>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<br>Yaphank, NY | \$992<br>fee                | 2015            | Progressing on time/<br>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<br>Yaphank, NY | \$180<br>fee                | 2015            | Progressing on time/<br>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<br>Yaphank, NY | \$17,000                    | 2015            | Progressing on time/<br>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<br>Yaphank, NY | \$10,500                    | 2015            | Progressing on time/<br>budget                  |

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| SUMMARY OF RELEVANT ACCOMPLISHMENTS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                    |                             |                 |                                                 |
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| Project Name and Location                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Client Name & Address                                                                                                              | Cost Of Work (in thousands) | Completion Date | Project was completed on time and within budget |
| 34. <b>Suffolk County Closed Loop Signal Project (Design Authorization 3), Yaphank, NY.</b> 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<br>Yaphank, NY                                                                                | \$666<br>fee                | 2017            | Progressing on time/ budget                     |
| 35. <b>Suffolk County Closed Loop Signal Project (Design Authorization 2), Yaphank, NY.</b> 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<br>Yaphank, NY                                                                                | \$1,240<br>fee              | 2016            | Progressing on time/ budget                     |
| 36. <b>Nicolls Road Alternatives Analysis Study, Various Locations, NY.</b> 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<br>Tampa, FL /<br>Owner: Suffolk County Dept. of Economic Development and Planning<br>Hauppauge, NY   | \$97<br>fee                 | 2015            | Progressing on time/ budget                     |
| 37. <b>Engineering Services in Conjunction with Improvements to CR 17, Phase III, Town of Islip, NY.</b> 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<br>Yaphank, NY                                                                                | \$345<br>fee                | 2015            | Progressing on time/ budget                     |
| 38. <b>Safety Improvements on Various County Roads, CR 101, Patchogue-Yaphank Road from Dunton Avenue to CR 99, Woodside Avenue, Town of Brookhaven, NY.</b> 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.<br>Uniondale, NY /<br>Owner: Suffolk County Dept. of Public Works<br>Yaphank, NY | \$25<br>fee                 | 2015            | Yes                                             |
| 39. <b>Town of Hempstead Sign Management System: Design &amp; Implementation, Merrick, NY.</b> 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<br>Hempstead, NY                                                                       | \$832<br>fee                | 2006            | Yes                                             |
| 40. <b>Traffic Study Reviews, Various Locations, NY.</b> 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<br>Huntington, NY                                                                                               | \$35                        | 2005            | Yes                                             |

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| SUMMARY OF RELEVANT ACCOMPLISHMENTS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                          |                             |                 |                                                 |
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| 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<br>Huntington, NY                                                     | \$23<br>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<br>Huntington, NY                                                     | \$4<br>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<br>Westbury, NY                                                      | \$32<br>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<br>Patchogue, NY                              | \$765<br>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<br>Tampa, FL /<br>Owner: Town of Babylon<br>Lindenhurst, NY | \$33<br>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<br>Smithtown, NY                                                       | \$15<br>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<br>Islip, NY                                                               | \$47<br>fee                 | 2009            | Yes                                             |

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| SUMMARY OF RELEVANT ACCOMPLISHMENTS                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                 |                             |                 |                                                 |
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| Project Name and Location                                                                                                                                                                                                                                                                                                                                                                                                                                       | Client Name & Address                                           | Cost Of Work (in thousands) | Completion Date | Project was completed on time and within budget |
| 48. <b>Town of Brookhaven Sign Management Technical Support, Brookhaven, NY.</b> 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<br>Farmingville, NY                          | \$23<br>fee                 | 2009            | Yes                                             |
| 49. <b>Westchester County Traffic Sign Replacement Program, White Plains, NY.</b> 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<br>Public Works<br>White Plains, NY | \$647<br>fee                | 2007            | Yes                                             |
| 50. <b>Traffic Signal Timing and Arterial Optimization, Suffolk County, NY.</b> 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<br>Transportation<br>Albany, NY         | \$2,026<br>fee              | 2009            | Yes                                             |
| 51. <b>Traffic Timing &amp; Arterial Optimization, Various Locations, NY.</b> 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<br>Transportation<br>Albany, NY         | \$692<br>fee                | 2016            | Progressing on time/<br>budget                  |
| 52. <b>NYSDOT Traffic Signal Requirements Contracts XXVII &amp; XXVIII, Nassau and Suffolk Counties, NY.</b> 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<br>Transportation<br>Albany, NY         | \$394<br>fee                | 2013            | Yes                                             |
| 53. <b>Traffic Signal Design Requirements, Various Locations, NY.</b> 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<br>Transportation<br>Albany, NY         | \$755<br>Fee                | 2009            | Yes                                             |

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| SUMMARY OF RELEVANT ACCOMPLISHMENTS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                       |                             |                 |                                                 |
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| Project Name and Location                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Client Name & Address                                 | Cost Of Work (in thousands) | Completion Date | Project was completed on time and within budget |
| 54. <b>Engineering, Design and Inspection Services - Citywide ITS Related and Planning Projects, Citywide, NY.</b> 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<br>New York, NY | Total fee to date: \$5,987  | 2015            | Progressing on time/ budget                     |
| 55. <b>NYCDOT On-Call - Structural Analysis and Design of Signal Poles, New York, NY.</b> Investigation and development of analysis and design modifications to NYCDOT standard traffic signal poles and foundations.                                                                                                                                                                                                                                                                                                    | New York City Dept. of Transportation<br>New York, NY | \$44 fee                    | 2009            | Yes                                             |
| 56. <b>NYCDOT On-Call - Safe Streets for Seniors Study, Various Locations, NY.</b> Investigate specific intersections and corridors in areas with a high elderly population.                                                                                                                                                                                                                                                                                                                                             | New York City Dept. of Transportation<br>New York, NY | \$334                       | 2015            | Progressing on time/ budget                     |
| 57. <b>NYCDOT On-Call - Superstorm Sandy Reconstruction of Traffic Signal &amp; Street Lighting Facilities, New York, NY.</b> 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<br>New York, NY | \$796 fee                   | 2015            | Progressing on time/ budget                     |
| 58. <b>NYCDOT On-Call - Citywide Congested Corridor Program Church Avenue and White Plains Road, Various Locations, NY.</b> 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<br>New York, NY | \$538 fee                   | 2013            | Yes                                             |
| 59. <b>NYCDOT On-Call - Transit Signal Priority System for Lower Manhattan, New York, NY.</b> 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<br>New York, NY | \$347 fee                   | 2015            | Yes                                             |
| 60. <b>NYCDOT On-Call - Transit Signal Priority System for Hillside Avenue, Queens, NY.</b> 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<br>New York, NY | \$972 fee                   | 2015            | Progressing on time/ budget                     |

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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 |
| 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<br>New York, NY | \$766<br>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<br>New York, NY | \$784<br>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<br>New York, NY | \$485<br>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<br>New York, NY | \$300<br>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<br>New York, NY | \$361<br>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<br>New York, NY | \$391<br>fee                | 2016            | Progressing on time/ budget                     |

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<br>(In thousands) | Completion<br>Date | Project was<br>completed on<br>time and<br>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<br>New York, NY | \$288<br>fee                   | 2015               | Progressing<br>on time/<br>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<br>New York, NY | \$199<br>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<br>New York, NY | \$167<br>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<br>New York, NY | \$199<br>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<br>New York, NY | \$548<br>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<br>New York, NY | \$128<br>fee                   | 2008               | 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<br>(In thousands) | Completion<br>Date | Project was<br>completed on<br>time and<br>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<br>New York, NY | \$13<br>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<br>New York, NY | \$155<br>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<br>New York, NY | \$328<br>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<br>New York, NY | \$383<br>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<br>New York, NY | \$144<br>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<br>New York, NY | \$237<br>fee                   | 2015               | Progressing<br>on time/<br>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<br>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<br>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<br>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<br>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<br>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<br>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<br>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<br>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. <b>Traffic Engineering Design and Construction Support Specialist, Various Locations, NY.</b> 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<br>Jersey City, NJ                                              | \$545 fee                   | 2014            | Yes                                             |
| 88. <b>George Washington Bridge and Bus Station, New York, NY.</b> 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<br>Jersey City, NJ                                              | \$89 Fee                    | 2015            | Progressing on time/ budget                     |
| 89. <b>PANYNJ-Port Newark Port Street Corridor Improvements, Jersey City, NJ.</b> 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<br>Jersey City, NJ                                              | \$68,000 Const. cost        | 2019            | Progressing on time/ budget                     |
| 90. <b>New York State Bridge Authority ITS On-Call, Various Bridges, Various Locations, NY.</b> 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 /<br>Owner: New York State Bridge Authority<br>Highland, NY | \$279 fee                   | 2012            | Yes                                             |
| 91. <b>New York State Thruway Sign Management System, Albany, NY.</b> Complete field inventory of an estimated 12,000 signs along NYSTA roadway system.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | New York State Thruway Authority<br>Albany, NY                                                          | \$137 fee                   | 2003            | Yes                                             |
| 92. <b>NJ 495 Simulation Modeling Support, North Bergen Township, NJ.</b> 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<br>Trenton, NJ                                                       | \$171 Fee                   | 2013            | Yes                                             |
| 93. <b>Computerized Roadway Asset Management System at all TBTA Facilities, New York, NY.</b> 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<br>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<br>(in thousands) | Completion<br>Date | Project was<br>completed on<br>time and<br>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<br>Boston, MA | \$170<br>fee                   | 2016               | Progressing<br>on time/<br>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

R-55

**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<br>The RBA Group - New York                            | Vendor ID#<br>13-2849354                                          |
| Address<br>40 Marcus Drive, Suite 201<br>Melville, NY 11747 | Contact Person<br>David Lapping, PTP<br><br>Phone<br>646-300-7171 |

| County Department                           |
|---------------------------------------------|
| Department Contact<br>Aryeh Lemberger       |
| Address<br>1194 Prospect Ave., Westbury, NY |
| Phone<br>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"/><br>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"/><br>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<br>Filed with Clerk of the Leg. <input type="checkbox"/>                          | 1/25/16             | [Signature]          |                                                                                         |

Contract ID#: T62500-01DR



Department: Public Works

## Contract Summary

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Description:</b> Provide "On-Call" Traffic Engineering Services to DPW's Traffic Engineering Unit                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Purpose:</b> 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.                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Method of Procurement:</b> A formal Request For Proposals (RFP) process was conducted to prepare the services.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Procurement History:</b> 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.                                                                                                                                                                                                                                                                               |
| <b>Description of General Provisions:</b> 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). |
| <b>Impact on Funding / Price Analysis:</b> 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.                                                                                                                                                                                                                                                                                                                                                             |
| <b>Change in Contract from Prior Procurement:</b> N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Recommendation:</b> (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    |

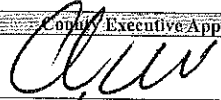
| FUNDING SOURCE                            | AMOUNT        |
|-------------------------------------------|---------------|
| Revenue Contract <input type="checkbox"/> | XXXXXXXX      |
| County                                    | \$ .01        |
| Federal                                   | \$            |
| State                                     | \$            |
| Capital                                   | \$            |
| Other                                     | \$            |
| <b>TOTAL</b>                              | <b>\$ .01</b> |

| LINE         | INDEX/OBJECT CODE    | AMOUNT        |
|--------------|----------------------|---------------|
| 1            | PWCAPCAP/62500/00002 | \$ .01        |
| 2            |                      | \$            |
| 3            |                      | \$            |
| 4            |                      | \$            |
| 5            |                      | \$            |
| 6            |                      | \$            |
| <b>TOTAL</b> |                      | <b>\$ .01</b> |

| 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 1/15/16                                                                               |
| Date                                                 | Date                                                                                                                    | (For Office Use Only)                                                                      |
|                                                      |                                                                                                                         | 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 |
| 70089     | 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.

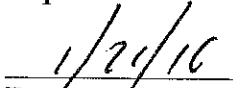
**VIII. ☒ Participation of Minority Group Members and Women in Nassau County Contracts.** The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested 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.<br>325 West Main Street<br>Babylon, NY 11702               | M & J Engineers, P. C. (MBE)<br>52 South Terrace Place<br>Valley Stream, NY 11580<br><br>TRIP Consultants Corp.<br>311 85th Street<br>Brooklyn, NY 11209                                                                                                                                 |
| Nelson & Pope Engineers & Surveyors<br>572 Walt Whitman Road<br>Melville, NY 11747 | Traffic Databank (MBE)<br>716 South Sixth Avenue<br>Mt. Vernon, NY 10550<br><br>B. Thayer Associates (WBE)<br>100 Crossways Park Drive West<br>Suite 104<br>Woodbury, NY 11797                                                                                                           |
| LiRo Engineers, Inc.<br>3 Aerial Way<br>Syosset, NY 11791                          | American Traffic Information, Inc.<br>336 Pulaski Avenue<br>Staten Island, NY 10303<br><br>Traffic Counts Collecting, Inc. (WBE)<br>65-39 Maurice Avenue<br>Woodside, NY 11377<br><br>Wiley Engineering, P.C. (MBE)<br>800 Veterans Memorial Highway<br>Suite 302<br>Hauppauge, NY 11788 |
| L.K. McLean Associates, P.C.<br>437 South Country Road<br>Brookhaven, NY 11719     | CSM Engineering, P.C. (WBE)<br>626 RXR Plaza<br>Uniondale, NY 11556<br><br>Wiley Engineering, P.C. (MBE)<br>800 Veterans Memorial Highway<br>Suite 302<br>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.<br>40 Marcus Drive<br>Suite 201<br>Melville, NY 11747 | Wiley Engineering, P.C. (MBE)<br>800 Veterans Memorial Highway<br>Suite 302<br>Hauppauge, NY 11788<br><br>Traffic Databank (MBE)<br>716 South Sixth Avenue<br>Mt. Vernon, NY 10550<br>Traffic Counts Collecting, Inc. (WBE)<br>65-39 Maurice Avenue<br>Woodside, NY 11377 |
|---------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

In accordance with procedural guidelines, CSEA has been notified of this proposed agreement.

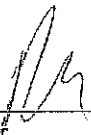
Please indicate whether you approve or disapprove of our recommendation and return this memo to this office for appropriate action.

  
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

  
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

DATE

AIM Entered:

SIGNATURE

DATE

Funding Code: 62500 000

use this on all encumbrances

Timesheet 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 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 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.

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 11<sup>th</sup> 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

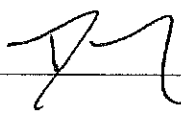
(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

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

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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

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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.

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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 X Yes \_\_\_\_\_; If Yes, provide details for each such instance. \_\_\_\_\_

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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. \_\_\_\_\_

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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

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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

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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

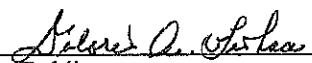
E-Mail Address stricarico@brookhaven.org

**CERTIFICATION**

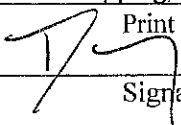
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT 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 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:
- Been debarred by any government agency from entering into contracts with that agency? NO X 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 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 ☒ 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.

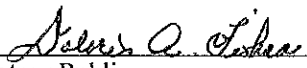


## CERTIFICATION

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.

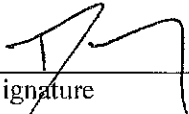
I, David Lapping, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that 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:

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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:

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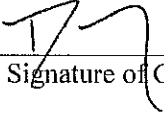
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5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

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.

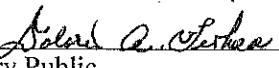
1/11/16  
Dated \_\_\_\_\_

  
\_\_\_\_\_  
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



R52

**CF (Capital)**E-47-16 **CF****Contract Details**

SERVICE "On-Call" Traffic Engineering

NIFS ID #: CFPW16000007 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<br><b>Louis K McLean Associates Engineers &amp; Surveyors PC</b> | Vendor ID#<br><b>11-2667189</b>              |
| Address<br><b>[REDACTED]</b>                                          | Contact Person<br><b>Raymond DiBiase, PE</b> |
|                                                                       | Phone<br><b>631-286-8668</b>                 |

| County Department                                  |
|----------------------------------------------------|
| Department Contact<br><b>Aryeh Lemberger</b>       |
| Address<br><b>1194 Prospect Ave., Westbury, NY</b> |
| Phone<br><b>516-571-9332</b>                       |

**Routing Slip**

| DATE Rec'd. | DEPARTMENT                                                     | Internal Verification                                                                          | DATE App'd & Fw'd. | SIGNATURE                      | Leg. Approval Required                                                                  |
|-------------|----------------------------------------------------------------|------------------------------------------------------------------------------------------------|--------------------|--------------------------------|-----------------------------------------------------------------------------------------|
|             | Department                                                     | NIFS Entry (Dept) <input type="checkbox"/><br>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"/><br>Not required if Blanket Res |
| 1/22/16     | County Attorney                                                | CA RE & Insurance Verification <input checked="" type="checkbox"/>                             | 1/25/16            | <i>[Signature]</i>             |                                                                                         |
| 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>Concetta A. Pellicciola</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"/><br>Filed with Clerk of the Leg. <input type="checkbox"/> | 1/25/16            | <i>[Signature]</i>             |                                                                                         |

RECEIVED  
COUNTY CLERK  
JAN 25 10 45 AM 2016



## Contract Summary

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Description:</b> Provide "On-Call" Traffic Engineering Services to DPW's Traffic Engineering Unit                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Purpose:</b> 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.                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Method of Procurement:</b> A formal Request For Proposals (RFP) process was conducted to prepare the services.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Procurement History:</b> 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.                                                                                                                                                                                                                                                                               |
| <b>Description of General Provisions:</b> 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). |
| <b>Impact on Funding / Price Analysis:</b> 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.                                                                                                                                                                                                                                                                                                                                                             |
| <b>Change in Contract from Prior Procurement:</b> N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Recommendation:</b> (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    |


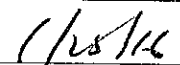
| FUNDING SOURCE                            | AMOUNT        |
|-------------------------------------------|---------------|
| Revenue Contract <input type="checkbox"/> | XXXXXXXX      |
| County                                    | \$ .01        |
| Federal                                   | \$            |
| State                                     | \$            |
| Capital                                   | \$            |
| Other                                     | \$            |
| <b>TOTAL</b>                              | <b>\$ .01</b> |

| LINE         | INDEX/OBJECT CODE    | AMOUNT        |
|--------------|----------------------|---------------|
| 1            | PWCAPCAP/62500/00002 | \$ .01        |
| 2            |                      | \$            |
| 3            |                      | \$            |
| 4            |                      | \$            |
| 5            |                      | \$            |
| 6            |                      | \$            |
| <b>TOTAL</b> |                      | <b>\$ .01</b> |

| 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)                                                                      |
|                                                      |                                                                                                                         | <b>E #:</b>                                                                                |

|       |               |              |         |     |     |               |               |         |           |                   |     |                        |
|-------|---------------|--------------|---------|-----|-----|---------------|---------------|---------|-----------|-------------------|-----|------------------------|
| PRJCT | PRJCT DE FUND | DOC NO       | DOC SFX | CST | GRP | CURR AMT      | PAID AMT      | BALANCE | RETAINAGE | CONTRACT & VENDOR | SFY | VENDOR NAME            |
| 36104 | 0 CSW         | CFPM10000015 | 1       |     | 2   | \$ 260,715.00 | \$ 260,715.00 | \$ -    | \$ -      | 20101006          | 1   | MCLEAN ASSOCIATES P.C. |

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:** L.K. McLean Associates Engineers & Surveyors PC

**CONTRACTOR ADDRESS:** [REDACTED]

**FEDERAL TAX ID #:** 11-2667189

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

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

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

The Contract was entered into after a written request for proposals was issued on 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.

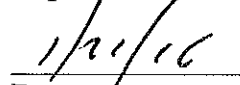
**VIII. ☒ Participation of Minority Group Members and Women in Nassau County Contracts.** The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested 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.<br>325 West Main Street<br>Babylon, NY 11702                                                | M & J Engineers, P. C. (MBE)<br>52 South Terrace Place<br>Valley Stream, NY 11580<br><br>TRIP Consultants Corp.<br>311 85th Street<br>Brooklyn, NY 11209                                                                                                                                 |
| Nelson & Pope Engineers & Surveyors<br>572 Walt Whitman Road<br>Melville, NY 11747                                  | Traffic Databank (MBE)<br>716 South Sixth Avenue<br>Mt. Vernon, NY 10550<br><br>B. Thayer Associates (WBE)<br>100 Crossways Park Drive West<br>Suite 104<br>Woodbury, NY 11797                                                                                                           |
| LiRo Engineers, Inc.<br>3 Aerial Way<br>Syosset, NY 11791                                                           | American Traffic Information, Inc.<br>336 Pulaski Avenue<br>Staten Island, NY 10303<br><br>Traffic Counts Collecting, Inc. (WBE)<br>65-39 Maurice Avenue<br>Woodside, NY 11377<br><br>Wiley Engineering, P.C. (MBE)<br>800 Veterans Memorial Highway<br>Suite 302<br>Hauppauge, NY 11788 |
| L.K. McLean Associates, P.C.<br> | CSM Engineering, P.C. (WBE)<br>626 RXR Plaza<br>Uniondale, NY 11556<br><br>Wiley Engineering, P.C. (MBE)<br>800 Veterans Memorial Highway<br>Suite 302<br>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.

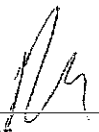
Please indicate whether you approve or disapprove of our recommendation and return this memo to this office for appropriate action.

  
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

  
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. Lembergen 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

DATE

AIM Entered:

SIGNATURE

DATE

Funding Code:

use this on all encumbrances

Timesheet Code:

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

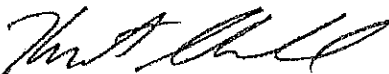
**DATE:** November 17, 2015

**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 Kivo, Unit Head, Human Resources Unit  
Loretta Dionisio, Hydrogeologist II



E-47-14

RULES RESOLUTION NO. 56 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 L.K. MCLEAN ASSOCIATES ENGINEERS & SURVEYORS, INC.

Passed by the Rules Committee  
Nassau County Legislature

By Voice Vote on 3-2-16

VOTING:

ayes 4 nays 0 abstained 3 recused 0

Legislators present: 7

WHEREAS, the County has negotiated a personal services agreement with L.K. McLean Associates Engineers & Surveyors, 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 L.K. McLean Associates Engineers & Surveyors, 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) L.K. McLean Associates, P.C., a consultant firm having its principal office at [REDACTED]

### 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:

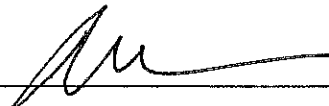
(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has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

L.K. MCLEAN ASSOCIATES, P.C.

By:   
Name: Raymond DiBiase, PE  
Title: Secretary - Treasurer  
Date: January 20, 2016

NASSAU COUNTY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: County Executive  
Date: \_\_\_\_\_

PLEASE EXECUTE IN BLUE INK



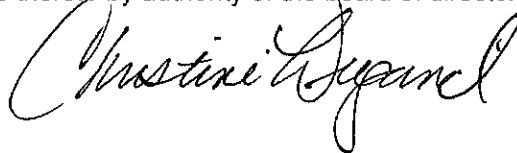
STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 20<sup>th</sup> day of January in the year 2016 before me personally came Raymond DiBiase to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the Secretary - Treasurer of Louis K McLean Associates Engineers & Surveyors, PC, 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



CHRISTINE WIEGAND  
NOTARY PUBLIC, State of New York  
No. 01W16210359, Suffolk County  
Commission Expires August 17, 2017

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.


**APPENDIX "C"**  
**DISCLOSURE STATEMENT**

COUNTY OF NASSAU  
DEPARTMENT OF PUBLIC WORKS  
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE STATEMENT

1. Name of Firm: Louis K. McLean Associates Engineers & Surveyors, PC  
Address: [REDACTED]  
City and State: [REDACTED] Zip Code: [REDACTED]
2. Firm's Vendor Identification Number: 11-2667189
3. Type of Business:  
☐ Public Corp.    ☐ Partnership    ☐ Sole Proprietorship    ☐ Joint Venture  
☐ Ltd Liability Company    ☐ Closely Held Corp.    ☒ Professional Corporation    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).  
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 01/20/2016

Signed   
Print Name Raymond DiBiase, PE  
Title Executive Vice-President

COUNTY OF NASSAU

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

1. Name of the Entity: Louis K. McLean Associates Engineers & Surveyors, PC

Address: [REDACTED]

City, State and Zip Code: [REDACTED]

2. Entity's Vendor Identification Number: 11-2667189

3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture  
☐ Ltd. Liability Co ☐ Closely Held Corp ☒ Professional 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):

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

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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

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7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). 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

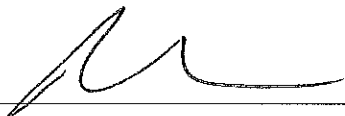
(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

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: 01/20/2016

Signed: 

Print Name: Raymond DiBiase, PE

Title: Executive Vice-President



## Vendor Disclosure Statement Information

### Table of Organization

#### Shareholders – 5% or more:

Eugene F. Daly, P.E. (70)  
President and Chief Executive Officer

Raymond G. DiBiase, P.E. (29)  
Executive Vice-President and Secretary/Treasurer

#### Shareholders:

Eugene F. Daly, P.E.  
Raymond G. DiBiase, P.E.

Daniel P. Jedlicka, P.L.S. (1)  
Vice-President

#### Counsel:

L'Abbate, Balken, Colavita & Contini, LLP

**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

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):

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

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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.**

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

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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: \_\_\_\_\_

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**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: January 20, 2016

1) Bidder's/Proposer's Legal Name: Louis K McLean Associates Engineers & Surveyors, PC

2) Address of Place of Business: [REDACTED]

List all other business addresses used within last five years: n/a

3) Mailing Address (if different): n/a

Phone : [REDACTED]

Does the business own or rent its facilities? Own

4) Dun and Bradstreet number: 12-557-1166

5) Federal I.D. Number: 11-2667189

6) The bidder/proposer is a (check one):        Sole Proprietorship        Partnership         
Corporation X Other (Describe) Professional Corporation

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).

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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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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. \_\_\_\_\_

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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. \_\_\_\_\_

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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. \_\_\_\_\_

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B) Any misdemeanor charge pending? No X Yes \_\_\_\_\_ If Yes, provide details for each such charge. \_\_\_\_\_

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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 \_\_\_\_\_

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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.

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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 X Yes \_\_\_\_\_; If Yes, provide details for each such instance. \_\_\_\_\_

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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. \_\_\_\_\_

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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.

We would notify the County if we became aware of any conflicts of interest or appearance of a conflict. For a construction inspection project, we would also notify the County if we had a conflict of interest with the contractor performing the work.

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. See our Executive Summary and Section 2 of our proposal.

Should the bidder/proposer be other than an individual, the bid/proposal should include:

- i) Date of formation; 01/01/1950
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; see Attached
- iii) Name, address and position of all officers and directors of the company; see Attached
- iv) State of incorporation (if applicable); NY
- v) The number of employees in the firm; 70
- vi) Annual revenue of firm; \$9,000,000
- vii) Summary of relevant accomplishments see our Executive Summary and Section 2 of our proposal.
- viii) Copies of all state and local licenses and permits. See Attached

- B. Indicate number of years in business. 65

- 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 our Proposal

- 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 Dept of Public Works

Contact Person William Hillman, PE

Address 335 Yaphank Avenue

City/State Yaphank NY 11950

Telephone 631-852-4002

Fax # 631-853-4899

E-Mail Address William.hillman@suffolkcountyny.gov



Company NYS Department of Transportation

Contact Person Emilio Sosa, PE

Address 250 Veterans Memorial Highway

City/State Hauppauge NY 11788

Telephone 631-952-6020

Fax # 631-952-6029

E-Mail Address emilio.sosa@dot.ny.gov

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Company Pt Authority of NY & NJ

Contact Person Jose Rivera, PE

Address 4 WTC, 150 Greenwich Street, 19<sup>th</sup> Floor

City/State New York NY 10006

Telephone 212-435-5786

Fax # n/a

E-Mail Address jrivera@panynj.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, Raymond DiBiase, 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 20<sup>th</sup> day of January 2016

Christine Wiegand  
Notary Public

CHRISTINE WIEGAND  
NOTARY PUBLIC, State of New York  
No. 01WI6210359, Suffolk County  
Commission Expires August 17, 2017

Name of submitting business: Louis K. McLean Associates Engineers & Surveyors, PC

By: Raymond DiBiase

Raymond DiBiase  
Print name

[Signature]  
Signature

Executive Vice-President

Title

01/20/ 2016

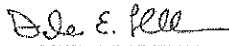
Date

THE UNIVERSITY OF THE STATE OF NEW YORK  
EDUCATION DEPARTMENT

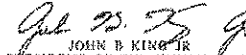
THIS IS TO CERTIFY THAT HAVING MET THE REQUIREMENTS OF SECTION 7210 OF THE  
EDUCATION LAW AND IN ACCORDANCE THEREWITH THIS CERTIFICATE OF AUTHORIZATION  
IS GRANTED WHICH ENTITLES

LOUIS K MCLEAN ASSOCIATES ENGINEERS & SURVEYORS PC  
437 SOUTH COUNTRY ROAD  
BROOKHAVEN, NY 11719-0000

TO PROVIDE PROFESSIONAL ENGINEERING SERVICES IN THE STATE OF NEW YORK FOR  
THE PERIOD 01/01/2015 TO 12/31/2017.

  
DOUGLAS E LENTIVICH  
DEPUTY COMMISSIONER  
FOR THE PROFESSIONS  
CERTIFICATE NUMBER  
0011546



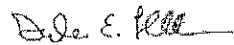
  
JOHN B KING JR  
PRESIDENT OF THE UNIVERSITY  
AND COMMISSIONER OF EDUCATION

THE UNIVERSITY OF THE STATE OF NEW YORK  
EDUCATION DEPARTMENT

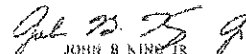
THIS IS TO CERTIFY THAT HAVING MET THE REQUIREMENTS OF SECTION 7210 OF THE  
EDUCATION LAW AND IN ACCORDANCE THEREWITH THIS CERTIFICATE OF AUTHORIZATION  
IS GRANTED WHICH ENTITLES

LOUIS K MCLEAN ASSOCIATES ENGINEERS & SURVEYORS PC  
437 SOUTH COUNTRY ROAD  
BROOKHAVEN, NY 11719-0000

TO PROVIDE LAND SURVEYING SERVICES IN THE STATE OF NEW YORK FOR THE PERIOD  
08/01/2014 TO 07/31/2017.

  
DOUGLAS E LENTIVICH  
DEPUTY COMMISSIONER  
FOR THE PROFESSIONS  
CERTIFICATE NUMBER  
0010991



  
JOHN B KING JR  
PRESIDENT OF THE UNIVERSITY  
AND COMMISSIONER OF EDUCATION

## Vendor Disclosure Statement Information

### Table of Organization

#### Shareholders – 5% or more:

Eugene F. Daly, P.E. (70)  
President and Chief Executive Officer

[REDACTED]

Raymond G. DiBiase, P.E. (29)  
Executive Vice-President and Secretary/Treasurer

[REDACTED]

#### Shareholders:

Eugene F. Daly, P.E.  
Raymond G. DiBiase, P.E.

Daniel P. Jedlicka, P.L.S. (1)  
Vice-President

[REDACTED]

#### Counsel:

L'Abbate, Balken, Colavita & Contini, LLP

[REDACTED]

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.

Raymond DiBiase, Executive Vice-President

01/20/2016

Name and Title of Authorized Representative

mldfyy

Signature

Date

Louis K McLean Associates Engineers & Surveyors, PC

Name of Organization

  
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 Raymond DiBiase
- Business address [REDACTED]
- City/state/zip [REDACTED]
- Telephone 651-200-0000
- 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 01/01/2005  
Chairman of Board \_\_\_\_/\_\_\_\_/\_\_\_\_ Shareholder \_\_\_\_/\_\_\_\_/\_\_\_\_ Chief  
Exec. Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Secretary 01/01/2005 Chief  
Financial Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Partner \_\_\_\_/\_\_\_\_/\_\_\_\_  
Vice President 01/01/2005 \_\_\_\_/\_\_\_\_/\_\_\_\_ (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 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 If YES \_\_\_\_\_  
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?

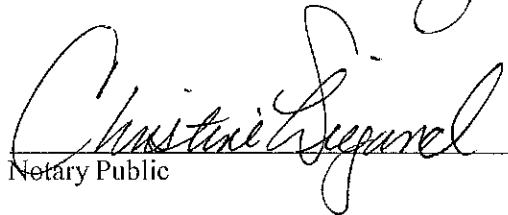
NO ☒ YES \_\_\_\_\_ If Yes, provide details for each year.

## 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, Raymond DiBiase, 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 20<sup>th</sup> day of January 2016

  
\_\_\_\_\_  
Notary Public

CHRISTINE WIEGAND  
NOTARY PUBLIC, State of New York  
No. 01W16210359, Suffolk County  
Commission Expires August 17, 2017

Louis K McLean Associates Engineers & Surveyors, PC  
Name of submitting business

Raymond DiBiase  
\_\_\_\_\_  
Print name

  
\_\_\_\_\_  
Signature

Executive VP / Secretary / Treasurer  
\_\_\_\_\_  
Title

01 / 20 / 2016  
\_\_\_\_\_  
Date

**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 Eugene Daly

Business address [REDACTED]

City/state/zip [REDACTED]

Telephone [REDACTED]

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 01/ 01 / 2005 Treasurer \_\_\_\_\_

Chairman of Board / / Shareholder / /

Chief Exec. Officer 01 /01 /1993 Secretary / /

Chief Financial Officer / / Partner / /

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:
- Been debarred by any government agency from entering into contracts with that agency? NO X 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 X such YES \_\_\_\_\_ If Yes, provide details for each 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 If YES \_\_\_\_  
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?

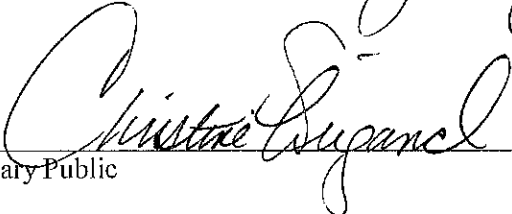
NO ☒ YES \_\_\_\_\_ If Yes, provide details for each year.

## 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, Eugene Daly, 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.

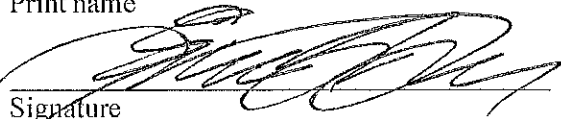
Sworn to before me this 20<sup>th</sup> day of January 2016.

  
\_\_\_\_\_  
Notary Public

CHRISTINE WIEGAND  
NOTARY PUBLIC, State of New York  
No. 01W16210359, Suffolk County  
Commission Expires August 17, 2017

Louis K McLean Associates Engineers & Surveyors, PC  
Name of submitting business

Eugene Daly  
\_\_\_\_\_  
Print name

  
\_\_\_\_\_  
Signature

President & CEO  
\_\_\_\_\_  
Title

01 / 20 / 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:

Eugene Daly (Name)

[REDACTED] (Address)

[REDACTED] (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:

N/A

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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: N/A

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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.

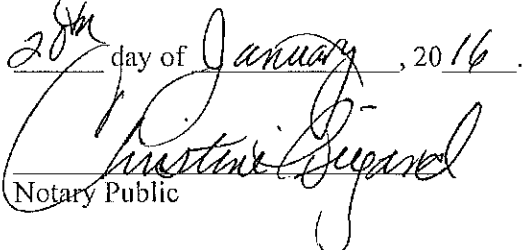
I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

January 20, 2016  
Dated \_\_\_\_\_

  
Signature of Chief Executive Officer

Eugene Daly, PE  
Name of Chief Executive Officer \_\_\_\_\_

Sworn to before me this

20th day of January, 2016.  
  
Notary Public

CHRISTINE WIEGAND  
NOTARY PUBLIC, State of New York  
No. 01W16210359, Suffolk County  
Commission Expires August 17, 2017



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/14/2016

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).

|                                                                                                        |  |                                                                                                |  |                                         |
|--------------------------------------------------------------------------------------------------------|--|------------------------------------------------------------------------------------------------|--|-----------------------------------------|
| <b>PRODUCER</b><br>PG Genatt Group LLC<br>3333 NEW HYDE PARK RD<br>SUITE 409<br>NEW HYDE PARK NY 11042 |  | <b>CONTACT NAME:</b><br><b>PHONE</b><br>(A/C, No, Ext): 516-869-8788<br><b>E-MAIL ADDRESS:</b> |  | <b>FAX</b><br>(A/C, No): 1-516-470-0338 |
| <b>INSURED</b><br>Louis K. McLean Associates Engineers & Surveyors PC                                  |  | <b>INSURER(S) AFFORDING COVERAGE</b>                                                           |  | <b>NAIC #</b>                           |
|                                                                                                        |  | INSURER A: Atlantic Specialty Insurance Compan                                                 |  | 27154                                   |
|                                                                                                        |  | INSURER B:                                                                                     |  |                                         |
|                                                                                                        |  | INSURER C:                                                                                     |  |                                         |
|                                                                                                        |  | INSURER D:                                                                                     |  |                                         |
|                                                                                                        |  | INSURER E:                                                                                     |  |                                         |
|                                                                                                        |  | INSURER F:                                                                                     |  |                                         |

**COVERAGES**

CERTIFICATE NUMBER: 859890816

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 INSR WVD                                                     | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                    |             |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------|---------------|-------------------------|-------------------------|-------------------------------------------|-------------|
|          | <b>GENERAL LIABILITY</b><br><input type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC |                                                                        |               |                         |                         | EACH OCCURRENCE                           | \$          |
|          |                                                                                                                                                                                                                                                                                                     |                                                                        |               |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$          |
|          |                                                                                                                                                                                                                                                                                                     |                                                                        |               |                         |                         | MED EXP (Any one person)                  | \$          |
|          |                                                                                                                                                                                                                                                                                                     |                                                                        |               |                         |                         | PERSONAL & ADV INJURY                     | \$          |
|          |                                                                                                                                                                                                                                                                                                     |                                                                        |               |                         |                         | GENERAL AGGREGATE                         | \$          |
|          |                                                                                                                                                                                                                                                                                                     |                                                                        |               |                         |                         | PRODUCTS - COM/OP AGG                     | \$          |
|          |                                                                                                                                                                                                                                                                                                     |                                                                        |               |                         |                         |                                           | \$          |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS                                                    |                                                                        |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident)       | \$          |
|          |                                                                                                                                                                                                                                                                                                     |                                                                        |               |                         |                         | BODILY INJURY (Per person)                | \$          |
|          |                                                                                                                                                                                                                                                                                                     |                                                                        |               |                         |                         | BODILY INJURY (Per accident)              | \$          |
|          |                                                                                                                                                                                                                                                                                                     |                                                                        |               |                         |                         | PROPERTY DAMAGE (Per accident)            | \$          |
|          |                                                                                                                                                                                                                                                                                                     |                                                                        |               |                         |                         |                                           | \$          |
|          | <b>UMBRELLA LIAB</b><br><input type="checkbox"/> EXCESS LIAB<br><br><input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$                                                                                                                                                              | <input type="checkbox"/> OCCUR<br><input type="checkbox"/> CLAIMS-MADE |               |                         |                         | EACH OCCURRENCE                           | \$          |
|          |                                                                                                                                                                                                                                                                                                     |                                                                        |               |                         |                         | AGGREGATE                                 | \$          |
|          |                                                                                                                                                                                                                                                                                                     |                                                                        |               |                         |                         |                                           | \$          |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                       | <input type="checkbox"/> Y <input type="checkbox"/> N                  | N/A           |                         |                         | WC STATUTORY LIMITS                       | OTH-ER      |
|          |                                                                                                                                                                                                                                                                                                     |                                                                        |               |                         |                         | E.L. EACH ACCIDENT                        | \$          |
|          |                                                                                                                                                                                                                                                                                                     |                                                                        |               |                         |                         | E.L. DISEASE - EA EMPLOYEE                | \$          |
|          |                                                                                                                                                                                                                                                                                                     |                                                                        |               |                         |                         | E.L. DISEASE - POLICY LIMIT               | \$          |
| A        | <b>PROFESSIONAL LIABILITY</b>                                                                                                                                                                                                                                                                       |                                                                        |               | 5/1/2015                | 5/1/2016                | EACH CLAIM                                | \$2,000,000 |
|          |                                                                                                                                                                                                                                                                                                     |                                                                        |               |                         |                         | AGGREGATE                                 | \$4,000,000 |

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

RE: On-Call Traffic Engineering

**CERTIFICATE HOLDER****CANCELLATION**

Nassau County  
Department of Public Works  
1194 Prospect Avenue  
Westbury, NY 11590

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

AUTHORIZED REPRESENTATIVE

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E-48-16

## Contract Details

SERVICE Combined Preventive Services

R57

NIFS ID #: CLSS16000013

NIFS Entry Date: 01/15/16 Term: from 01/01/16 to 12/31/16

|                    |         |                                     |
|--------------------|---------|-------------------------------------|
| New                | Renewal | <input type="checkbox"/>            |
| Amendment          |         | <input checked="" type="checkbox"/> |
| Time Extension     |         | <input type="checkbox"/>            |
| Addl. Funds        |         | <input type="checkbox"/>            |
| Blanket Resolution |         | <input type="checkbox"/>            |
| RES#               |         |                                     |

|                                                  |       |                                        |
|--------------------------------------------------|-------|----------------------------------------|
| 1) Mandated Program:                             | Yes X | No <input type="checkbox"/>            |
| 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   | No <input checked="" type="checkbox"/> |
| 5) Insurance Required                            | Yes X | No <input type="checkbox"/>            |

## Agency Information

| Vendor                                              |                                                                                                                      |
|-----------------------------------------------------|----------------------------------------------------------------------------------------------------------------------|
| Name Family & Children's Association (FCA)          | Vendor ID# 113422018                                                                                                 |
| Address 100 E Old Country Road<br>Mineola, NY 11501 | Contact Person Dr. J. Reynolds<br>Email: jreynolds@familyandchildrens.org<br>Phone 516 746-0350<br>Fax: 516 294-0198 |

| County Department                   |
|-------------------------------------|
| Department Contact Michael Kanowitz |
| Address 60 Charles Lindberg Blvd.   |
| Phone 516 227-7452                  |

## Routing Slip

| DATE Rec'd. | DEPARTMENT                                     | Internal Verification                        | DATE App'd & Fw'd.                                   | SIGNATURE | Leg. Approval Required                                                                         |
|-------------|------------------------------------------------|----------------------------------------------|------------------------------------------------------|-----------|------------------------------------------------------------------------------------------------|
|             | Department                                     | NIFS Entry (Dept)<br>NIFS Appvl (Dept. Head) | <input type="checkbox"/><br><input type="checkbox"/> | 1/20/16   | Paul J. Burt                                                                                   |
|             | OMB                                            | NIFS Approval                                | <input type="checkbox"/>                             | 1/22/16   | Yes <input type="checkbox"/> No <input type="checkbox"/><br>Not required if blanket resolution |
| 1/25/16     | County Attorney                                | CA RE & Insurance Verification               | <input checked="" type="checkbox"/>                  | 1/25/16   |                                                                                                |
| 1/25/16     | County Attorney                                | CA Approval as to form                       | <input checked="" type="checkbox"/>                  | 1/25/16   |                                                                                                |
|             | Legislative Affairs                            | Fw'd Original Contract to CA                 | <input type="checkbox"/>                             | 2/3/16    | Cheletha A. Petrucci                                                                           |
|             | Rules <del>Leg.</del> <input type="checkbox"/> |                                              | <input type="checkbox"/>                             |           | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>                            |
|             | County Attorney                                | NIFS Approval                                | <input type="checkbox"/>                             |           |                                                                                                |
|             | Comptroller                                    | NIFS Approval                                | <input type="checkbox"/>                             |           |                                                                                                |
| 2/2/16      | County Executive                               | Notarization<br>Filed with Clerk of the Leg. | <input type="checkbox"/><br><input type="checkbox"/> | 2/2/16    | Clm                                                                                            |

RECEIVED  
CLERK OF THE LEGISLATURE  
NASSAU COUNTY  
FEB -4 P 2:00

61-84-3

10/1/52

02



## Contract Summary

### Description: Family Support and Family Ties

**Purpose:** We are mandated to provide preventive services for children. Appendix B2- **Family Ties** offers case management, advocacy and counseling for families whose children are at risk of foster care placement. Case planning, service coordination, counseling & support services for families whose children are at risk of foster care placement.

**Appendix B1-Family Support (homemaker):** teaches parenting skill to Family Ties families where youth are at-risk of foster care placement. Needs assessment, goals, support & advocacy. Teaches parenting skills, household management ("homemaking") (To amend contract to extend for one year.)

**Method of Procurement:** An RFP was issued. The original contract commenced 9/1/13.

**Procurement History:** We have been using this vendor for many years.

**Description of General Provisions:** Appendix B2 **Family Ties** The contractor will provide case planning services coordinating casework, counseling, and support services for families at risk. They will also provide extensive case management services to the targeted population, including needs assessment, plan development, casework contacts, case documentations, counseling and service coordination.

**Appendix B1-Family Support (homemaker):** The contractor will provide a comprehensive training program to ensure the development of independent living skills in children who are either in foster care or are discharged from foster car, up to age twenty-one. This will include educational and vocational services, housing services, basic facts on money management, nutritional hints, community based services and support groups.

**Impact on Funding / Price Analysis:** Federal 45 % State 20 % County 35%

**Change in Contract from Prior Procurement:** No Change

**Recommendation:** Approve as submitted

## Advisement Information

| BUDGET CODES |       |
|--------------|-------|
| Fund:        | GEN   |
| Control:     | 76    |
| Resp:        | 7600  |
| Object:      | TT714 |
| Transaction: | CQ    |

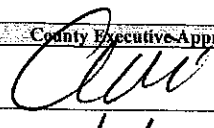
| RENEWAL    |  |
|------------|--|
| % Increase |  |
| % Decrease |  |

| FUNDING SOURCE                            | AMOUNT                 |
|-------------------------------------------|------------------------|
| Revenue Contract <input type="checkbox"/> | XXXXXXXX               |
| County                                    | \$ 431,287.15          |
| Federal                                   | \$554,512.05           |
| State                                     | \$246,449.80           |
| Capital                                   | \$                     |
| Other Grant                               | \$                     |
| <b>TOTAL</b>                              | <b>\$ 1,232,249.00</b> |

| LINE         | INDEX/OBJECT CODE | AMOUNT                 |
|--------------|-------------------|------------------------|
| 1            |                   | \$                     |
| 2            |                   | \$                     |
| 3            |                   | \$                     |
| 4            |                   | \$                     |
| 5            | SSGEN7600/TT714   | \$300,995.00           |
| 6            | SSGEN7600/TT714   | \$931,254.00           |
| <b>TOTAL</b> |                   | <b>\$ 1,232,249.00</b> |

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 <u>2/2/16</u>                                                                         |
| Date                                                 | Date                                                                                                                    | (For Office Use Only)                                                                      |
|                                                      |                                                                                                                         | E #:                                                                                       |

122138



E-48-16

RULES RESOLUTION NO. 57 2016

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

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 an amendment to a personal services agreement with Family & Children's Association for the case management and operation of programs known as "Family Ties" and "Family Support" (homemaker), 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 amendment to the agreement with Family & Children's Association.



4842

72



NASSAU COUNTY  
DEPARTMENT OF SOCIAL SERVICES  
60 CHARLES LINDBERGH BLVD., SUITE 160  
UNIONDALE, NEW YORK 11553-3686  
Phone: 516-227-7474 Fax: 516-227-8432  
Web: <http://www.nassaucountyny.gov/>

665516000013

### Contractor Evaluation Form

Contract Number: .....

Contract Name: FAMILY and CHILDREN'S ASSOCIATION

Service Provided: FAMILY TIES / HOMEMAKER

Evaluation Period: From: January 1, 2015 To: October 31, 2015

Evaluator's Name, Title, Phone #: Theresa McGuinness, Assistant Director

Date: 1/25/16

Please evaluate the contractor's performance for the evaluation period. Upon completing factors (a) through (e), provide your overall assessment of contractor performance and answer the final question. Definitions of the rating scale and rating factors are provided on the back of this form. Additional comments may be provided on a separate sheet.

RETURN THE COMPLETED FORM TO MICHAEL KANOWITZ, PLANNING & RESEARCH 227-7452

| PERFORMANCE EVALUATION FACTORS    | Unsatisfactory<br>1 | Poor<br>2 | Fair<br>3 | Good<br>4 | Excellent<br>5 |
|-----------------------------------|---------------------|-----------|-----------|-----------|----------------|
| a. Quality of Service             |                     |           | ✓         |           | x              |
| b. Timeliness of Service          |                     |           |           | ✓         | x              |
| c. Cost Effectiveness             |                     |           |           | ✓         | x              |
| d. Responsiveness to DSS Requests |                     |           | ✓         |           | x              |
| e. Number of Complaints           |                     |           | ✓         | ✗         | x              |
| f. Problem Resolution             |                     |           | ✓         |           | x              |
| Overall Performance Evaluation    |                     |           | ✓         |           | x              |

Do you recommend the contractor for future contracts?

Yes - Family Ties & Family Support  
No - ~~unavailable~~ pending their changes

If rated 3 or lower & Yes checked, please explain below:

Family Ties has provided excellent service and is always responsive to DSS requests. The Homemaker program is not as effective or responsive and requires change which is in process. Some of the staff has left and a new supervisor has been recently promoted.



## Definition of Quantitative Scale:

1 = Unsatisfactory 2 = Poor 3 = Fair 4 = Good 5 = Excellent

|                |                                        |
|----------------|----------------------------------------|
| Unsatisfactory | Performance is not effective.          |
| Poor           | Performance is marginally effective.   |
| Fair           | Performance is somewhat effective.     |
| Good           | Performance is consistently effective. |
| Excellent      | Performance exceeds expectations.      |

## Definition of Rating Factors:

*Quality of Service.* This factor addresses the quality of service provided by the contractor. In assessing service quality, address the following questions:

- Does the vendor comply with contract requirements?
- Are reports accurate?
- Are vendor staff properly trained and managed?
- Does the vendor exhibit technical proficiency in service delivery?
- Does the vendor understand and embraces service and program goals?
- Is positive feedback received from customers served and DSS staff?

*Timeliness of Performance.* This factor addresses the timeliness of service delivery. In assessing timeliness of performance, address the following questions:

- Does the vendor meet established schedules for service delivery?
- Is the vendor reliable?
- Does the vendor stay on schedule despite problems?

### *Cost Effectiveness*

- Does the vendor operate within the contract budget?
- Are vendor personnel appropriate for the service provided?
- Does the vendor exhibit an appropriate and efficient use of resources?
- Are billings current, accurate and complete?
- Are costs properly allocated?
- Does the vendor bill unallowable costs?

### *Responsiveness to DSS Requests*

- Are the vendor's communications clear and effective?
- Is the vendor positively responsive to DSS requests?
- Is the vendor positively responsive to DSS special requests?

### *Number of Complaints*

- Have a large number of complaints concerning service delivery been received from:
  - DSS staff?
  - Other Nassau County departments?
  - Customers served?

### *Problem Resolution.*

- Is the vendor able to positively address and resolve problems?
- Is the vendor pro-active in anticipating and avoiding or mitigating problems?
- Does the vendor satisfactorily overcome or resolve problems?
- Does the vendor provide prompt notification of problems to DSS?
- Does the vendor provide effective solutions?
- Does the vendor take prompt corrective action?

Report of the Board of Directors of the  
 American Red Cross Society for the  
 year ending December 31, 1900.

The American Red Cross Society was organized in 1881, and since that time has been engaged in the relief of suffering and the promotion of the welfare of the human race. The Society has been successful in its efforts, and its work has been recognized by the Government and the people of the United States. The Society has been successful in its efforts, and its work has been recognized by the Government and the people of the United States.

The American Red Cross Society has been successful in its efforts, and its work has been recognized by the Government and the people of the United States. The Society has been successful in its efforts, and its work has been recognized by the Government and the people of the United States. The Society has been successful in its efforts, and its work has been recognized by the Government and the people of the United States.

The American Red Cross Society has been successful in its efforts, and its work has been recognized by the Government and the people of the United States. The Society has been successful in its efforts, and its work has been recognized by the Government and the people of the United States. The Society has been successful in its efforts, and its work has been recognized by the Government and the people of the United States.

**NASSAU COUNTY DEPARTMENT OF SOCIAL SERVICES**

| <b>FROM: Michael A. Kanowitz Attorney's Assist. II (7-7452)</b> |                                        | <b>DATE: 1/19/16</b> |             |                 |
|-----------------------------------------------------------------|----------------------------------------|----------------------|-------------|-----------------|
|                                                                 | <b>ROUTING</b>                         | <b>ACTION</b>        | <b>DATE</b> | <b>INITIALS</b> |
| <b>1</b>                                                        | Paul F. Broderick, Deputy Commissioner | R,B                  | 1-20-16     | PFB             |
| <b>2</b>                                                        | John E. Imhof, Ph.D. Commissioner      | S                    | 1-20-16     | J.E.I.          |
| <b>3</b>                                                        |                                        |                      |             |                 |
| <b>4</b>                                                        |                                        |                      |             |                 |
| <b>5</b>                                                        |                                        |                      |             |                 |

**ACTION SYMBOLS**

**A - Appropriate Action**  
**B - Circulate**  
**C - Comments**  
**D - Direct Reply**  
**E - Draft Reply**  
**F - File**  
**I - Information**  
**J - Investigate & Report**  
**K - Note & File**

**L - Note & Return**  
**M - Please See Me**  
**N - Recommendations**  
**O - Retype/Correct**  
**P - Give this Priority**  
**R - See "Remarks"**  
**S - Approval & Signature**  
**T - Re Telecon**  
**X - Make           copies**

REMARKS: RE: FAMILY and CHILDREN'S ASSOCIATION (FCA) HOMEMAKER & FAMILY TIES  
CLSS16000013

Please find enclosed the Contract Details/Summary Form and the Comptroller's Approval Form concerning the above. Please review the forms. If all is acceptable, please have Commissioner Imhof sign and date both forms at the appropriate places.

Thank you.





# Nassau County Interim Finance Authority

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

1. Vendor: Family and Children's Association

2. Dollar amount requiring NIFA approval: \$ 1,232,249.00

Amount to be encumbered: \$ 1,232,249

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: 01/01/16 to 12/31/16

Has work or services on this contract commenced? ✓ Yes        No

If yes, please explain: Ongoing mandated services.

### 4. Funding Source:

✓ General Fund (GEN)        Grant Fund (GRT)  
       Capital Improvement Fund (CAP) Federal % 45  
       Other State % 20  
County % 35

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:

Family Ties The contractor will provide case planning services coordinating casework, counseling, and support services for families at risk. They will also provide extensive case management services to the targeted population, including needs assessment, plan development, casework contacts, case documentations, counseling and service coordination. Family Support (homemaker): The contractor will provide a comprehensive training program to ensure the development of independent living skills in children who are either in foster care or are discharged from foster care, up to age twenty-one. This will include educational and vocational services, housing services, basic facts on money management, nutritional hints, community based services and support groups.

### 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:

CLSS15000020 \$2,122,000.00  
CLSS15000027 \$1,781,819.00  
CCSS15000070 \$9,310.00  
CCSS15000096 \$152,143.00  
CCSS15000078 \$24,000.00  
CCSS16000093 Pending (\$152,200.00)



1872

My dear Mr. [Name]  
I have the honor to acknowledge the receipt of your letter of the 10th inst. in relation to the [subject]  
and in reply to inform you that the same has been forwarded to the proper authorities for their consideration.  
I am, Sir, very respectfully,  
Your obedient servant,  
[Signature]

## 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 | 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

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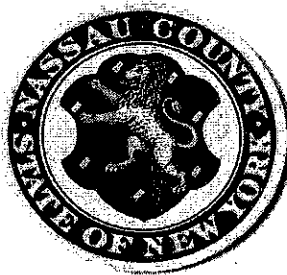
**NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.**

**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.**

...and the fact that the ... ..

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: FAMILY and CHILDREN'S ASSOCIATION (FCA)

CONTRACTOR ADDRESS: 100 E. OLD COUNTRY ROAD, MINEOLA, NY 11501

FEDERAL TAX ID #: 113422018

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

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

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

The Contract was entered into after a written request for proposals was issued on 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 FEBRUARY 25, 2014 [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 AN RFP WAS ISSUED

[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.

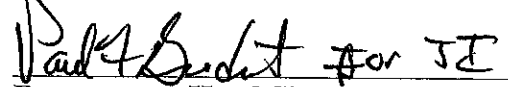
**VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services.** The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of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

1.20.16  
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  
3





COUNTY OF NASSAU

Inter-Departmental Memo

To: Budget Office

From: Michael A. Kanowitz  
Planning & Research  
Department of Social Services

Date: January 20, 2016

**Subject: Family and Children's Association (FCA) (Homemaker and Family Ties Services)  
Renewal 2016**

Pursuant to Section 32 of the Collective Bargaining Agreement, Nassau Local 830 CSEA was notified of this Department's interest in contracting with the above vendor.

Attached please find a letter to Glen Tuifel, Assistant to the President of Nassau Local 830 CSEA, dated November 23, 2015, notifying him of the above fact. Please find further attached a copy of a letter from Richard Dopkin, Vice President of Nassau Local 830 CSEA dated November 30, 2015. A copy of the letter was forwarded to the Nassau County Office of Labor Relations for the appropriate action. Further attached is a copy of a letter to Richard Dopkin dated December 8, 2015.

Further attached are letters dated December 31, 2015 and January 12, 2016 to Glen Tuifel, Assistant to the President of Nassau Local 830 CSEA transmitting revised versions of the agreement.

DSS and CSEA met on December 17, 2015 to discuss the matter. The matter will be discussed further at a meeting to be scheduled within two months of the December meeting for the possible withdrawal of the CSEA objection.

It is requested that the County proceed with the contract processing.

Att.  
10099  
126486



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NASSAU COUNTY  
DEPARTMENT OF SOCIAL SERVICES  
60 CHARLES LINDBERGH BLVD., SUITE 160  
UNIONDALE, NEW YORK 11553-3686  
Phone: 516-227-7474 Fax: 516-227-8432  
Web: <http://www.nassaucountyny.gov/>

November 23, 2015

VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED

Glen Tuifel  
Assistant to the President  
Nassau Local 830 CSEA  
400 County Seat Drive  
Mineola, New York 11501

Re. – Contract: Family & Children's Association (FCA)  
Homemaker (Family Support) Services Renewal 2016

Dear Mr. Tuifel:

Pursuant to section 32 of the Collective Bargaining Agreement and as a good faith effort to advise the CSEA of the County's needs, this letter is to advise you that the Department of Social Services is considering entering into or renewing contractual services with the above vendor. Pursuant to section 32-3(a), the County's needs are described in the service provisions of the contract including but not limited to appendices and other related attachments.

If you wish to meet or discuss any aspect of this proposed contract, or to discuss alternatives to this matter, please do not hesitate to contact me with that request in writing.

Sincerely,

A handwritten signature in black ink, appearing to be "S/" or "S/".

Michael A. Kanowitz  
Planning & Research

cc: Keith Cromwell-Office of Labor Relations  
Jerry Laricchuita, President Local 830 CSEA  
Richard Dopkin, Vice President Local 830 CSEA  
ENCLOSURE  
13792  
125629

1. The first part of the document is a list of the names of the people who were present at the meeting. The names are listed in alphabetical order.

2. The second part of the document is a list of the topics that were discussed during the meeting.

3. The third part of the document is a list of the actions that were taken during the meeting.

4. The fourth part of the document is a list of the dates when the actions were completed.

5. The fifth part of the document is a list of the people who were responsible for the actions.

6. The sixth part of the document is a list of the people who were present at the meeting. The names are listed in alphabetical order.

7. The seventh part of the document is a list of the topics that were discussed during the meeting.

8. The eighth part of the document is a list of the actions that were taken during the meeting.

9. The ninth part of the document is a list of the dates when the actions were completed.

10. The tenth part of the document is a list of the people who were responsible for the actions.

# The Civil Service Employees Association, Inc.

Local 1000, American Federation of State, County and Municipal Employees, Afl-CIO



**NASSAU LOCAL 830**

11/30/15

**Jerry Laricchiuta**  
**PRESIDENT**

Ron Gurrieri  
Exec. Vice President

Scott Mulholland  
Vice Pres.

Kenneth Nicholson  
Vice Pres.

Lynne Kramer  
Vice Pres.

Robert Arciello  
Vice Pres.

Ernest Jackson  
Vice Pres.

Robert Campo  
Vice Pres.

Gary Volpe  
Vice Pres.

Ana O'Gorman  
Vice Pres.

Barbara Lang  
Vice Pres.

Richard Dopkin  
Vice Pres.

Glen Tuifel  
Vice Pres.

Nancy Ianson  
Secretary

Debra O'Connell  
Treasurer

Paul Broderick, Deputy Commissioner  
Nassau County Dept. of Social Services  
60 Charles Lindbergh Blvd.  
Uniondale, N.Y. 11553-3686

**Re: FCA-Homemaker (Family Support Services) Renewal 2016**

Dear Paul Broderick:

Please allow this letter to serve as a response to the Nassau County correspondence received on November 25, 2015 regarding the above mentioned assignment of CSEA Unit work to persons not in the CSEA Unit.

Your notification of intent to subcontract fails to offer sufficient detail of the "County's needs" pursuant to Section 32-3 of the CSEA/County C.B.A.

Notwithstanding the lack of sufficient detail provided by the County regarding said proposed subcontract and pursuant to Section 32-3(b) of the C.B.A., CSEA proposes as an "alternative to satisfy the County's needs", that current or anticipated County employees (who are or would be CSEA bargaining unit members), perform the duties requested in the proposed subcontract. Pursuant to Section 32-3, the County is required to provide notice to CSEA of its needs and in order to propose alternatives we need the following information: Proposed vendor; cost analysis for CSEA members to perform said duties for contracted service, anticipated start date and specific good faith efforts made to avoid the unnecessary assignment of CSEA unit work to said subcontractor.

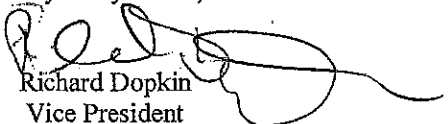
Further, due to the fact that Class Specifications of the Nassau County Civil Service allow for civil servants and therefore *CSEA Bargaining Unit Employees* to perform said proposed tasks, it is only logical and in "Good Faith" that County employees be allowed to "satisfy the County's needs", thereby avoiding "the unnecessary assignment of CSEA unit work to persons not in the CSEA Unit", (section 32-1 of the C.B.A.).

Finally, pursuant to Section 32-3, **I am ready, willing and able to meet with you at your earliest convenience to meet and confer with respect to CSEA's proposals.**

Please immediately advise as to your availability.

Thank you for your anticipated cooperation. If you have any questions, please feel free to contact me.

Very Truly Yours,

  
Richard Dopkin  
Vice President  
CSEA Local 830

Cc: Jerry Laricchiuta, President, CSEA Local 830  
Jason Perkowski, Unit President  
Keith Cromwell, Office of Labor Relations  
File





NASSAU COUNTY  
DEPARTMENT OF SOCIAL SERVICES  
60 CHARLES LINDBERGH BLVD., SUITE 160  
UNIONDALE, NEW YORK 11553-3686  
Phone: 516-227-7452 Fax: 516-227-8363  
Web: <http://www.nassaucountyny.gov/>

December 8, 2015

VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED

Richard Dopkin  
Vice President  
Nassau Local 830 CSEA  
400 County Seat Drive  
Mineola, New York 11501


**Subject: Family and Children's Association (FCA)  
Homemaker (Family Support) Services Renewal 2016**

Dear Mr. Dopkin:

DSS is in receipt of your correspondence dated November 30, 2015, concerning the Department's notification of its intent to enter into the above referred to contractual services, pursuant to section 32 of the Collective Bargaining Agreement. In your correspondence, you indicate your willingness to meet with DSS for further discussion.

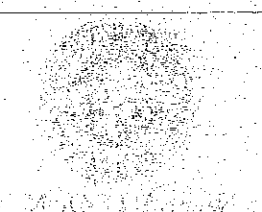
DSS is available to discuss this topic at your convenience. If you wish to meet to discuss this matter further, please do not hesitate to contact Michael Kanowitz at (516) 227-7452 or [Michael.Kanowitz@hhsnassaucountyny.us](mailto:Michael.Kanowitz@hhsnassaucountyny.us).

Sincerely yours,

  
Michael A. Kanowitz  
Attorney's Assistant II  
Planning and Research

cc:  
Keith Cromwell, OLR





THE UNIVERSITY OF CHICAGO  
DEPARTMENT OF CHEMISTRY  
530 SOUTH EAST ASIAN AVENUE  
CHICAGO, ILLINOIS 60607-7070  
TEL: (773) 936-7000 FAX: (773) 936-7001

# RESEARCH REPORT

1. Title of the Report  
2. Author(s)  
3. Date of Report  
4. Abstract  
5. Introduction  
6. Materials and Methods  
7. Results and Discussion  
8. Conclusion  
9. References  
10. Appendixes

The following information is provided for the purpose of identifying the report and its contents. The title and author information are taken from the report itself. The abstract is a brief summary of the report's contents. The introduction provides background information on the topic. The materials and methods section describes the procedures used in the study. The results and discussion section presents the findings of the study and discusses their significance. The conclusion summarizes the main points of the study. The references list the sources of information used in the study. The appendixes contain additional information related to the study.

Report No. 1234  
Date: 12/12/2020  
Page 1 of 1



NASSAU COUNTY  
DEPARTMENT OF SOCIAL SERVICES  
60 CHARLES LINDBERGH BLVD., SUITE 160  
UNIONDALE, NEW YORK 11553-3686  
Phone: 516-227-7474 Fax: 516-227-8432  
Web: <http://www.nassaucountyny.gov/>

December 31, 2015

VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED

Glen Tuifel  
Assistant to the President  
Nassau Local 830 CSEA  
400 County Seat Drive  
Mineola, New York 11501

Re. -- Contract: Family & Children's Association (FCA)  
Homemaker (Family Support) and Family Ties Services Renewal 2016

Dear Mr. Tuifel:

Pursuant to section 32 of the Collective Bargaining Agreement and as a good faith effort to advise the CSEA of the County's needs, this letter is to advise you that the Department of Social Services is considering entering into or renewing contractual services with the above vendor. Pursuant to section 32-3(a), the County's needs are described in the service provisions of the contract including but not limited to appendices and other related attachments.

If you wish to meet or discuss any aspect of this proposed contract, or to discuss alternatives to this matter, please do not hesitate to contact me with that request in writing.

Sincerely,

A handwritten signature in black ink that reads "Michael A. Kanowitz". The signature is written in a cursive style with a large, stylized "M" and "K".

Michael A. Kanowitz  
Planning & Research

cc: Keith Cromwell-Office of Labor Relations  
Jerry Laricchuita, President Local 830 CSEA  
Richard Dopkin, Vice President Local 830 CSEA  
ENCLOSURE  
13792  
126181

STANDARD FORM NO. 64

U.S. DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

WASHINGTON, D. C. 20250

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NASSAU COUNTY  
DEPARTMENT OF SOCIAL SERVICES  
60 CHARLES LINDBERGH BLVD., SUITE 160  
UNIONDALE, NEW YORK 11553-3686  
Phone: 516-227-7474 Fax: 516-227-8432  
Web: <http://www.nassaucountyny.gov/>

December 31, 2015

VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED

RESENT JANUARY 12, 2016  
REVISED RENEWAL ENCLOSED

Glen Tuifel  
Assistant to the President  
Nassau Local 830 CSEA  
400 County Seat Drive  
Mineola, New York 11501

Re. – Contract: Family & Children's Association (FCA)  
Homemaker (Family Support) and Family Ties Services Renewal 2016

Dear Mr. Tuifel:

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If you wish to meet or discuss any aspect of this proposed contract, or to discuss alternatives to this matter, please do not hesitate to contact me with that request in writing.

Sincerely,

A handwritten signature in black ink that reads "Michael A. Kanowitz". The signature is written in a cursive style.

Michael A. Kanowitz  
Planning & Research

cc: Keith Cromwell-Office of Labor Relations  
Jerry Laricchuita, President Local 830 CSEA  
Richard Dopkin, Vice President Local 830 CSEA  
ENCLOSURE

13792

126181



## AMENDMENT NO. II

This AMENDMENT, dated as of January 1, 2016 (together with the exhibit hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of Social Services, having its principal office at 60 Charles Lindbergh Blvd., Uniondale, New York 11553 (the "Department"), and (ii) Family and Children's Association, a not-for-profit corporation of the State of New York having its principal office at 100 East Old Country Road, Mineola, New York 11501 (the "Contractor").

### WITNESSETH:

WHEREAS, pursuant to County contract number COSS13000025 between the County and the Contractor, executed on behalf of the County on February 25, 2014, as amended by the amendment executed on behalf of the County on June 4, 2015, as so amended, (the "Original Agreement"), the Contractor provides mandated Preventive services to children under the Family Support (Homemaker) and Family Ties programs, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, the term of the Original Agreement is from September 1, 2013 through December 31, 2015 with an option to renew under the same terms and conditions for three (3) additional one (1) year terms (the "Original Term");

WHEREAS; the Maximum Amount that the County agreed to reimburse the Contractor for Services under the Original Agreement was Four Million Nine Hundred Sixty Thousand Six Hundred Fifty Five Dollars and 00/100 (\$4,960,655.00) (the "Maximum Amount"); and

WHEREAS; the County and the Contractor desire to renew the Original Agreement

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

1. Renewal Term. The Original Agreement shall be renewed and thereby extended for six (6) months as to the services to be provided under the Family Ties program, so that the termination date of the Original Agreement, as amended by this Amendment shall be June 30, 2016 as to Family Ties, and the Original Agreement shall be renewed and thereby extended for one (1) year as to the services to be provided under the Family Support(Homemaker) program, so that the termination date of the Original Agreement, as amended by this Amendment shall be December 31, 2016 as to Family Support(Homemaker), and together shall be (the "Amended Agreement").

2. Maximum Amount. (a) The Maximum Amount in the Original Agreement shall be increased by One Million Two Hundred Thirty Two Thousand Two Hundred Forty Nine Dollars and 00/100 (\$1,232,249.00), payable for Services rendered during the renewal term, so that the Maximum Amount that the County shall pay to the Contractor as full consideration for all



Services provided under the Amended Agreement shall be Six Million One Hundred Ninety Two Thousand Nine Hundred Four Dollars and 00/100 (\$6,192,904.00) (the "Amended Maximum Amount"). (i) The maximum amount of One Million Two Hundred Thirty Two Thousand Two Hundred Forty Nine Dollars and 00/100 (\$1,232,249.00) during the renewal term shall be paid in accordance with the line item budgets attached hereto as Appendices B1 and B2 (the "Amended Budget") subject to an advance of funds ("Advance"), as hereinafter described.

(ii) An Advance of Two Hundred Thirty Two Thousand Eight Hundred Fourteen Dollars and 00/100 (\$232,814.00), consisting of Twenty Five Percent (25%) of the Family Ties Line Item Budget Amount, shall be payable upon execution of this Agreement by the County. The remainder of the Maximum Amount during the renewal term shall be paid monthly in arrears and on a reimbursement basis in accordance with this Amended Agreement, the respective amended budgets and subject to compliance with the provisions of this Section. Under no circumstances shall a claim be accepted if submitted on an accrual basis.

(iii) The Contractor shall deduct the Advance in equal installments from the claims submitted for payment during the last two (2) months of the term of this Amended Agreement concerning the Family Ties Program. If the amount of any said claims is less than the amount of the Advance to be deducted from said claim, the Contractor shall submit with its claim a check payable to the County for the difference between the claim and the amount of the Advance to be recovered from said claim.

3. Budget. The budgets referred to in Section 3 (f) of the Original Agreement and attached to the Original Agreement are amended to appear in their entirety as set forth in Appendices B1 and B2 attached hereto (such amended budget, the "Amended Budget"). The said Amended Budget annexed hereto may be amended or modified from time to time upon request of the Contractor, subject, however, to prior approval of the Department.

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

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1. The first step in the process is to identify the problem or issue that needs to be addressed. This involves gathering information and understanding the context of the problem.

1. The first step in the process of the investigation is the identification of the problem. This is done by the investigator who is responsible for the investigation. The investigator must identify the problem and the scope of the investigation. The investigator must also identify the objectives of the investigation and the methods to be used. The investigator must also identify the resources available for the investigation.

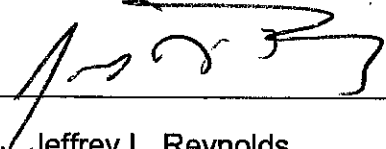
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1. The first step in the process is to identify the problem or issue that needs to be addressed. This involves gathering information and understanding the context of the problem.

1. The first step in the process is to identify the problem or issue that needs to be addressed. This involves gathering information and understanding the context of the problem.

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

FAMILY AND CHILDREN'S ASSOCIATION

By: \_\_\_\_\_

Name: Jeffrey L. Reynolds

Title: President/CEO

Date: January 12, 2016

NASSAU COUNTY

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: County Executive

☐ Deputy County Executive

Date: \_\_\_\_\_

PLEASE EXECUTE IN BLUE INK

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CHICAGO, ILLINOIS

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COMMISSIONER OF THE  
COUNTY OF ALBANY  
NOTARY PUBLIC  
MARRY A. CHILDS  
NEW YORK

**AMENDED APPENDIX B1 LINE ITEM BUDGET: Family Support**

**Nassau County Human Services**

**Universal Budget Form**

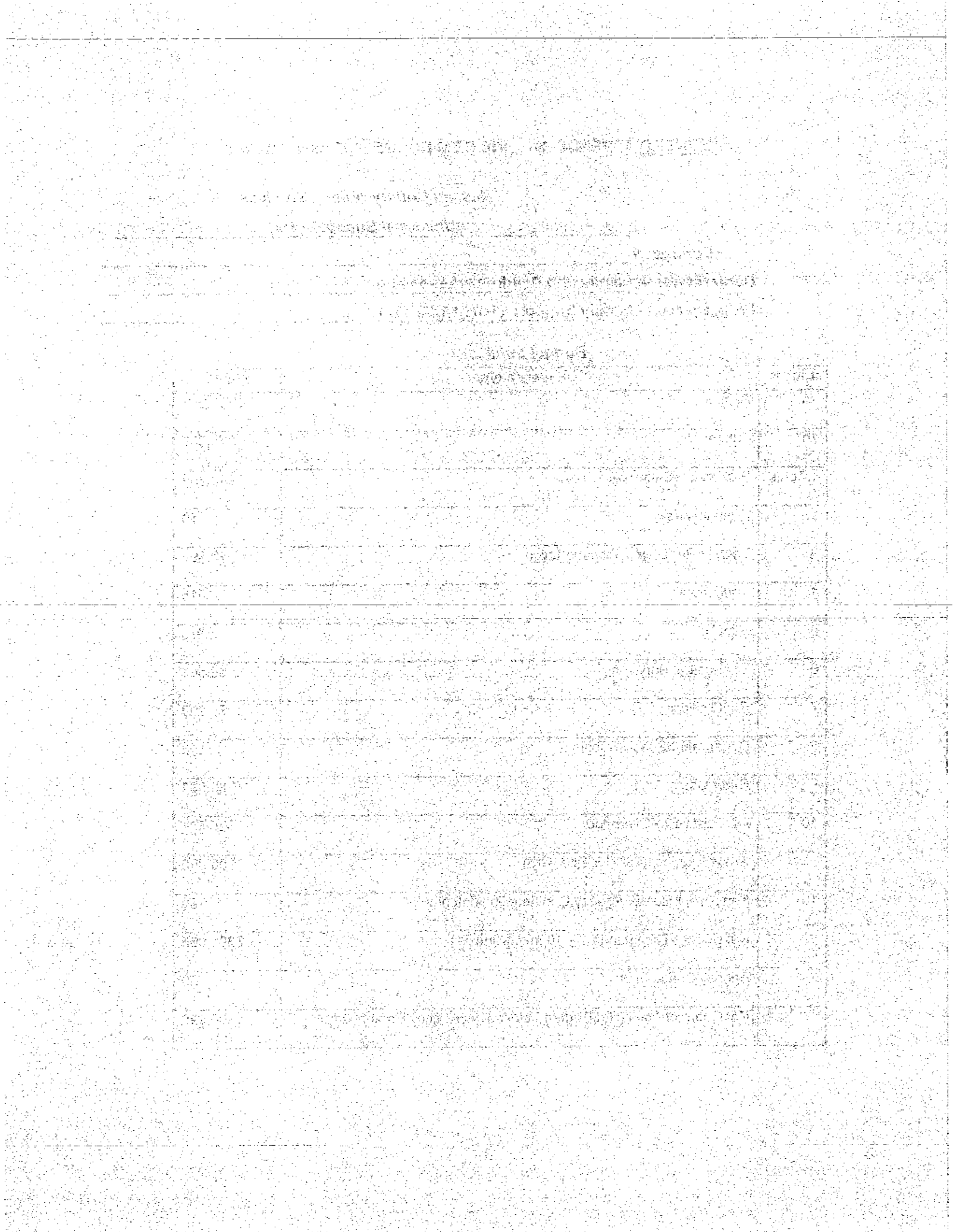
**Contract #** \_\_\_\_\_

**Contract Name:**Family and Children's Association

**Program Name:**Family Support (1/1/16-12/31/16)

**Budget Summary**

| Line #  | Expense type                                                    | Total \$  |
|---------|-----------------------------------------------------------------|-----------|
| 1a      | Salary                                                          | \$165,951 |
| 1b      | Fringe                                                          | \$76,337  |
| 1 Total | Personnel (Salary plus Fringe)                                  | \$242,289 |
| 2       | Consultant(s)                                                   | \$0       |
| 3       | Travel / Per Diem / Transportation                              | \$2,394   |
| 4       | Equipment                                                       | \$915     |
| 5       | Supplies                                                        | \$773     |
| 6       | Contractual Services                                            | \$8,541   |
| 7       | Rent/Utilities                                                  | \$7,199   |
| 8       | Department Specific Costs                                       | \$0       |
| 9       | Other Costs                                                     | \$3,083   |
| 10      | Administrative Overhead                                         | \$35,801  |
|         | Gross Expenditures (Lines 1 – 10)                               | \$300,995 |
| 11      | Revenue, Income, Agency Contribution, Matches                   | \$0       |
|         | Net Budget Total (Lines 1 – 10 minus line 11)                   | \$300,995 |
|         | Agency Contribution                                             | \$0       |
|         | Net Contract Total (Net Budget Total minus Agency Contribution) | \$300,995 |



**AMENDED APPENDIX B2 LINE ITEM BUDGET: FAMILY TIES**

***Nassau County Human Services***

***Universal Budget Form***

**Contract #** \_\_\_\_\_

**Contract Name:** Family and Children's Association

**Program Name:** Family Ties (1/1/16-6/30/16)

***Budget Summary***

| <b>Line #</b> | <b>Expense type</b>                                             | <b>Total \$</b> |
|---------------|-----------------------------------------------------------------|-----------------|
| 1a            | Salary                                                          | \$499,241       |
| 1b            | Fringe                                                          | \$189,715       |
| 1 Total       | Personnel (Salary plus Fringe)                                  | \$688,956       |
| 2             | Consultant(s)                                                   | \$0             |
| 3             | Travel / Per Diem / Transportation                              | \$11,100        |
| 4             | Equipment                                                       | \$1,498         |
| 5             | Supplies                                                        | \$2,377         |
| 6             | Contractual Services                                            | \$86,061        |
| 7             | Rent/Utilities                                                  | \$13,363        |
| 8             | Department Specific Costs                                       | \$2,358         |
| 9             | Other Costs                                                     | \$11,392        |
| 10            | Administrative Overhead                                         | \$114,149       |
|               | Gross Expenditures (Lines 1 – 10)                               | \$931,254       |
| 11            | Revenue, Income, Agency Contribution, Matches                   | \$0             |
|               | Net Budget Total (Lines 1 – 10 minus line 11)                   | \$931,254       |
|               | Agency Contribution                                             | \$0             |
|               | Net Contract Total (Net Budget Total minus Agency Contribution) | \$931,254       |



# THE HISTORY OF THE UNITED STATES

OF THE

REPUBLIC

OF THE UNITED STATES

OF AMERICA

BY

JOHN F. JOHNSON

OF THE

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# E-255-13

## Contract Details

SERVICE Combined Preventive Services

NIFS ID #: CQSS13000025

NIFS Entry Date: 06/28/13

Term: from 09/01/13 to 12/31/14

|                                                                          |
|--------------------------------------------------------------------------|
| New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> |
| Amendment                                                                |
| Time Extension <input type="checkbox"/>                                  |
| Addl. Funds <input type="checkbox"/>                                     |
| Blanket Resolution <input type="checkbox"/>                              |
| RES#                                                                     |

|                                                  |                                         |                                        |
|--------------------------------------------------|-----------------------------------------|----------------------------------------|
| 1) Mandated Program:                             | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/>            |
| 2) Comptroller Approval Form Attached:           | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/>            |
| 3) CSEA Agmt. § 32 Compliance Attached:          | Yes <input type="checkbox"/>            | No <input checked="" type="checkbox"/> |
| 4) Vendor Ownership & Mgmt. Disclosure Attached: | Yes <input type="checkbox"/>            | No <input checked="" type="checkbox"/> |
| 5) Insurance Required                            | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/>            |

## Agency Information

| Vendor                                             |                                                                                                                    |
|----------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|
| Name Family & Children's Association               | Vendor ID# 113422018                                                                                               |
| Address 100 E. Old Country Rd<br>Mineola, NY 11501 | Contact Person Phil Mickulas<br>Email: pmjckulas@familyandchildrens.org<br>Phone 516 746-0350<br>Fax: 516 294-0198 |

| County Department                |
|----------------------------------|
| Department Contact Virginia Webb |
| Address 60 Charles Lindberg Blvd |
| Phone 516 227-7452               |

## Routing Slip

| DATE Rec'd | DEPARTMENT                                                     | Internal Verification                                                                          | DATE App'd & Fw'd | SIGNATURE   | Leg. Approval Required                                                                                    |
|------------|----------------------------------------------------------------|------------------------------------------------------------------------------------------------|-------------------|-------------|-----------------------------------------------------------------------------------------------------------|
|            | Department                                                     | NIFS Entry (Dept) <input type="checkbox"/><br>NIFS Appvl (Dept. Head) <input type="checkbox"/> | 10/30/13          | [Signature] |                                                                                                           |
|            | OMB                                                            | NIFS Approval <input type="checkbox"/>                                                         | 11/1/13           | [Signature] | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/><br>Not required if blanket resolution |
| 11/14/13   | County Attorney                                                | CA RE & Insurance Verification <input checked="" type="checkbox"/>                             | 11/14/13          | [Signature] |                                                                                                           |
| 11/14/13   | County Attorney                                                | CA Approval as to form <input checked="" type="checkbox"/>                                     | 11/14/13          | [Signature] |                                                                                                           |
|            | Legislative Affairs                                            | Fw'd Original Contract to CA <input type="checkbox"/>                                          | 11/26/13          | [Signature] |                                                                                                           |
|            | Rules <input type="checkbox"/> / Leg. <input type="checkbox"/> | <input type="checkbox"/>                                                                       |                   |             | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>                                       |
|            | County Attorney                                                | NIFS Approval <input type="checkbox"/>                                                         | 12/23/2013        | [Signature] |                                                                                                           |
|            | Comptroller                                                    | NIFS Approval 2014 <input checked="" type="checkbox"/>                                         | 1/31/14           | [Signature] | CEL 1/27/14                                                                                               |
|            | County Executive                                               | Notarization <input type="checkbox"/><br>Filed with Clerk of the Leg. <input type="checkbox"/> | 1/2/14            | [Signature] |                                                                                                           |

## Contract Summary

PR5254 (8/04)



# Contract Summary

## Description Combined Preventive Services(PINS, Preventive & Independent Living)

**Purpose:** *Appendix A1* - We are mandated to provide preventive services for children. Contract shall manage the PINS Diversion Program (PDP) to divert cases from becoming PINS cases, requiring court intervention.

*Appendix A2* - Contractor will provide mandated case planning and intensive Preventive Services referred by the Department to prevent foster care placement or assist in early discharge from care.

*Appendix A3* - We are mandated to provide these services. Contractor will provide a program for children in foster care with Independent Living Skills as required by New York State Office of Children & Family Services Utilization Review Regulations. (*A RFP was issued- new contract to start 9/1/13*)

**Method of Procurement:** Human Services contract with a not for profit agency. Contractor received a satisfactory evaluation. (DSS issued an RFP for these services in 2013, FCA was awarded the contract)

**Procurement History:** We have been using this vendor for many years.

**Description of General Provisions:** *Appendix A1* - The Contractor shall provide an on-going, strength based, family-centered assessment of all children & families referred to the PDP to determine their needs & present problems. The PDP social workers shall provide intensive, in-home intervention, conflict resolution, and family mediation, short term voluntary respite, and referrals to county and community based agencies for such services, including but not limited to intensive case management for the child, supportive case management for those parents that would qualify, and mental health counseling.

*Appendix A2* - The contractor will provide case planning services coordinating casework, counseling, and support services for families at risk. They will also provide extensive case management services to the target population, including needs assessment, plan development, casework contacts, case documentations, counseling and service coordination. *Family Tree*

*Appendix A3* - The contractor will provide a comprehensive training program to ensure the development of independent living skills in children, who are either in foster care or are discharged from foster care, up to the age of twenty-one. This will include educational & vocational services, housing services, basic facts on money management, nutritional hints, community based services and support groups. *Family Support (Promotional)*

### Impact on Funding / Price Analysis:

|                                |                                                     |                    |
|--------------------------------|-----------------------------------------------------|--------------------|
| 2013 - 09/01/13 - 12/31/13     | amount encumbered                                   | \$714,874          |
| 2014 - 01/01/14 - 12/31/14     | amount to be encumbered once 2014 budget is in NIFS | \$2,122,872        |
| <b>TOTAL VALUE OF CONTRACT</b> |                                                     | <b>\$2,837,746</b> |

**Change in Contract from Prior Procurement:** No Change

**Recommendation:** (approve as submitted)

## Advisement Information

| BUDGET CODES |       |
|--------------|-------|
| Fund:        | GEN   |
| Control:     | 76    |
| Resp:        | 7600  |
| Object:      | TT714 |
| Transaction: | CQ    |

| FUNDING SOURCE   | AMOUNT                |
|------------------|-----------------------|
| Revenue Contract | \$                    |
| County           | \$ 993,211.10         |
| Federal          | \$ 851,323.80         |
| State            | \$ 993,211.10         |
| Capital          | \$                    |
| Other            | \$                    |
| <b>TOTAL</b>     | <b>\$2,837,746.00</b> |

| LINE         | INDEX/OBJECT CODE      | AMOUNT                |
|--------------|------------------------|-----------------------|
| 1            | SSGEN7600/TT714 (2013) | \$ 714,874.00         |
| 2            | SSGEN7600/TT714 (2014) | \$ 2,122,872.00       |
| 3            |                        | \$                    |
| 4            |                        | \$                    |
| 5            |                        | \$                    |
| 6            |                        | \$                    |
| <b>TOTAL</b> |                        | <b>\$2,837,746.00</b> |

| 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: <i>[Signature]</i>                             | Date: <i>1/31/14</i> | Name: <i>David J. Iliana</i>                                                                                            | Date: <i>12/2/13</i>      |
|                                                      |                      | Date: <i>1/31/14</i>                                                                                                    | (For Office Use Only)     |
| PR5254 (8/04)                                        |                      | E #:                                                                                                                    |                           |

THIS AGREEMENT, dated as of October 16, 2013 (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of Social Services, having its principal office at 60 Charles Lindbergh Boulevard, Uniondale, New York 11553 (the "Department"), and (ii) Family & Children's Association, a New York State not-for-profit corporation, having its principal office at 100 E. Old Country Road, Mineola, New York 11501 (the "Contractor").

WITNESSETH:

WHEREAS, the County wishes to retain the Contractor to provide, and the Contractor wishes to provide, the services described in this Agreement; and

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

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

1. Term. The term of this Agreement shall be from September 1, 2013 through December 31, 2014, subject to sooner termination as set forth in this Agreement, provided however, the County may renew this Agreement for four (4) additional one (1) year periods. All renewals, if any, shall be under the same terms and conditions as this Agreement.

2. Services. (a) The services to be provided by the Contractor under this Agreement (the "Services") shall include: i) service plan review and related services under the "Family Support" or "Homemaker" Program and ii) casework counseling and support services for families at risk (aka "Family Ties"). These Services are more fully described in the Program Narrative and Scope of Services, which is attached hereto and incorporated herein by reference as Appendices A1 and A2 respectively. Job descriptions related to titles performing services under Appendices A1 and A2 are contained in Appendix A3, Schedule of Job Titles and Descriptions.

**Proposal Evaluation Results: Intensive home-based preventive services**

| Vendor                                                        | Rating<br>(scale 1<br>to 5, low<br>to high) | Annual<br>Budget* | Number of<br>families<br>served<br>(annual) | Casework<br>Staff<br>(FTEs) | Average<br>cost per<br>family<br>served | Average<br>cost per<br>casework<br>FTE |
|---------------------------------------------------------------|---------------------------------------------|-------------------|---------------------------------------------|-----------------------------|-----------------------------------------|----------------------------------------|
| <b>Berkshire Farm<br/>Center &amp; Services<br/>for Youth</b> | 5                                           | \$559,957<br>BAFO | 96                                          | 6.00                        | \$5,833                                 | \$93,326                               |
| Hope for Youth<br>(HFY)                                       | 3                                           | \$558,537         | 96                                          | 6.00                        | \$5,818                                 | \$93,089                               |
| MercyFirst                                                    | 2                                           | \$448,645         | 96                                          | 4.00                        | \$4,673                                 | \$112,161                              |

\*Berkshire BAFO (best and final offer) submission

**BOLD:** recommended vendor

**Proposal Evaluation Results: Family support/ homemaker services**

| Vendor                                                 | Rating<br>(scale 1<br>to 5, low<br>to high) | Annual<br>Budget* | Number of<br>families<br>served<br>(annual) | Casework<br>Staff<br>(FTEs) | Average<br>cost per<br>family<br>served | Average<br>cost per<br>casework<br>FTE |
|--------------------------------------------------------|---------------------------------------------|-------------------|---------------------------------------------|-----------------------------|-----------------------------------------|----------------------------------------|
| <b>Family and<br/>Children's<br/>Association (FCA)</b> | 5                                           | \$289,734<br>BAFO | 60                                          | 4.60                        | \$5,302                                 | \$69,160.00                            |
| MercyFirst                                             | 3                                           | \$259,668         | 59                                          | 3.00                        | \$4,401                                 | \$86,556.00                            |

\*FCA, BAFO (best and final offer) submission

**BOLD:** recommended vendor



(2) The Contractor shall electronically submit to the Department's Director of Planning and Research/Quality Management and the Director of Preventive Services a monthly report in a format approved by the Department enumerating the following:

- i. total number of case referrals received during the month, each case shall be identified by case name, case number, case type, and date of referral;
- ii. total number of assessments completed by Contractor for the month; and
- iii. other statistical information requested by the Department which is relevant to the program's status and success.

h) The Contractor shall submit a quarterly narrative outlining and discussing all cases regarding:

- 1) level of parent's ability to develop homemaking and parenting skills;
- 2) prognosis on home making and parenting skill development; and
- 3) timeline for when child will be able to return home and/or timeline for when parent(s) can provide a safe living environment.

i) The Contractor agrees that in addition to statistical reporting, the Department may utilize any standard monitoring, auditing, assessment, and evaluation procedures currently in use or instituted by the Department during the term of this Agreement to ensure compliance with this Agreement.

j) Performance Standards. The Contractor shall comply with the following performance standards related to screening and assessment services:

(1) Contractor shall complete screening and assessment within twenty-four (24) hours after the initial referral from the Department.

(2). Contractor shall begin services within seventy-two (72) hours after initial referral from the Department.

(3) With information derived from the monthly progress reports, project directors keep a "sub-report" listing on a monthly basis of the number of face-to-face contacts program staff has with each client/family. A record of such data aids in the overall evaluation of the program's ability to comply with the established regulations.

l) The Department shall be responsible for determining the eligibility of persons for preventive services of children to be purchased by the Department. The Department shall also be responsible for establishing the policies and procedures for such eligibility determinations in accordance with 18 NYCRR Part 423 and other standards prescribed by the OCFS. The Department shall be responsible for case management which shall also include authorizing the provision of preventive services approving client eligibility in accordance with 18 NYCRR 423.3 and approving child service plans.

m) The Contractor agrees to comply with the reporting provision of suspected child abuse or maltreatment as set forth in Article 6 of Title 6 of the Social Services Law.

n) The Contractor shall notify the Department of all changes in its staff who are providing Services under this Agreement. This notification shall include, without limitation, changes to the Contractor's executives, directors and supervisors.

3. Payment. (a) Consideration. (i) The maximum amount that the County shall pay the Contractor as full consideration for all the Services provided under this Agreement shall not exceed Two Million Eight Hundred Thirty Seven Thousand Seven Hundred Forty Six and 00/100 Dollars (\$2,837,746.00) (the "Maximum Amount"), to be paid in arrears on a reimbursement basis in accordance with the provisions of this Agreement. The Maximum Amount is to be encumbered as follows: initial encumbrance for Year 2013 only shall be Seven Hundred Fourteen Thousand Eight Hundred Seventy Four and 00/100 Dollars (\$714,874.00) ("Year 2013 Encumbrance"); subsequent encumbrance for Year 2014 only to be encumbered at a future date to be determined by the Department shall be Two Million One Hundred Twenty Two Thousand Eight Hundred Seventy Two and 00/100 Dollars (\$2,122,872.00) ("Year 2014 Encumbrance"). Each encumbrance is subject to all requisite County and other governmental approvals and the availability of funds. The Contractor will be notified when the Year 2014 Encumbrance is available.

(c) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the Services that are the subject of the claim, and no more frequently than once a month by the tenth (10<sup>th</sup>) of the month.

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

(e) No Duplication of Payments. Payments for the work to be performed under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County. The Contractor agrees to pursue all possible sources of revenue for the Services to be provided by the Contractor pursuant to this Agreement.

(f) Budget. The amount to be paid to the Contractor for Services shall be in accordance with the line-item budget (the "Budget") "Appendix B1 and B2" attached to this Agreement. "Appendix B1 and B2" line-item budget annexed hereto may be amended from time to time, within the Maximum Amount, as required by the Contractor, subject, however, to prior approval of the Department.

(g) Reconciliation and No Rollover of Funds. On or before the last day of the third (3<sup>rd</sup>) month following the end of each Agreement year and the termination or expiration of this Agreement, the Contractor shall file with the Department, in duplicate, certified reconciliation reports which shall in each case include a complete accounting of all monies received and expenditures made during the term of this Agreement. Any funds remaining unexpended shall be paid to the County simultaneously with the filing of the reconciliation report. Funds for one Agreement year shall not be applied to or utilized for a different Agreement year.

(h) Short Agreement Year. The Maximum Amount and, if applicable, Budget, are based upon a full 365 day calendar year. The Maximum Amount and amount payable with respect to any Budget shall be reduced pro rata to reflect that portion of a calendar year during which this Agreement is not effective.



the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

- (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its Certification of Compliance, attached hereto as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

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

(d) Protection of Client Information. The Contractor shall, and shall cause Contractor Agents to, safeguard the confidentiality of all information received or generated in connection with this Agreement relating to individuals who may receive Services, and shall maintain the confidentiality of all such information. The Contractor further agrees to implement such procedures for safeguarding client information as the Department shall require, including, but not limited to, compliance with Social Services Law Section 136 and 18 NYCRR 357, as amended. The Contractor agrees to maintain the confidentiality of Information relating to Children Services records in accordance with New York Social Services Law §372 and Title 18 NYCRR 423.7, as well as other applicable provisions of Federal and New York State Law.

(e) The Contractor shall screen through the New York State Sex Offender Registry ("Registry") all employees, agents and other personnel who have direct contact with the Department's clients pursuant to this Agreement. The Contractor further agrees that no employee listed in the Registry shall be employed under any County contract to provide services directly to Department clients.

(f) Contractor specifically represents and warrants that, to the extent applicable to the Contractor, its employees, agents and subcontractors have and shall possess, the required education, knowledge, experience and character necessary to qualify them individually for the particular duties they perform and that the Contractor has and shall have, and, to the extent

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

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

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

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

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

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of the insurance policies required by this Agreement, or certificates of insurance evidencing such coverage, 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

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

(e) The Contractor shall comply with the insurance requirements as provided in the Insurance Section 9(b).

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

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 Services.

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

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement, the Contractor shall, regardless of the reason for termination, assist the County in transitioning the Contractor's responsibilities and shall take all

governmental authority with jurisdiction over the disposition or use of funds paid to the Contractor in connection with this Agreement, and any of their duly designated representatives.

(c) Within thirty (30) days of the termination of this Agreement, the Contractor shall file with the Department and the Comptroller a final Inventory. The Contractor shall dispose of the Equipment in accordance with instructions of the County. If the County does not provide disposition instructions within thirty (30) days of termination, then the Contractor shall contact the Commissioner in writing and request disposition instructions.

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

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

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

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

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

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.

20. 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.

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


(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all 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.

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

[Remainder of Page Intentionally Left Blank.]

NASSAU COUNTY

By:   
Name: Richard R. Walker  
Title: County Executive  
~~Richard R. Walker~~  
Chief Deputy County Executive  
☒ Deputy County Executive  
Date: 2/25/14

PLEASE EXECUTE IN BLUE INK

On the 25 day of February in the year 2014 before me personally came Richard K. Walker to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a **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

*Concetta A. Petrucci*

CONCETTA A. PETRUCCI  
Notary Public, State of New York  
No. 01PES256026  
Qualified in Nassau County  
Commission Expires April 02, 2016

(iii) Attendance at training as required.

(c) The Contractor's preventive services duties under this Agreement shall include, but shall not be limited to, the following:

(i) To marshal and coordinate those services and sources necessary to strengthen designated families at risk to either prevent foster care placement or to hasten the return home of youngsters already in foster care placement;

(ii) To act as Liaison with designated Department staff for project.

(iii) To prepare required reports.

(iv) To monitor the project by conducting on-site visits; examining case records to review the services offered and delivered to various clients; cooperating with the evaluation team and participating in the development of appropriate evaluation instruments for the project to assure contract compliance during the term of the Agreement; to advise the Department during the term of the Agreement; and to advise the Department of any failures to comply as they occur.

(d) Recruitment of the Contractor staff will be the responsibility of the Contractor. The Department reserves the right to verify that the staff specified in the Line-Item Budget attached hereto meets with the Department's qualifications.

(e) The Contractor shall make every possible effort to recruit Family Support Workers who are willing to work flexible hours and/or provide twenty-four hour coverage in emergency situations. The availability of twenty-four (24) hour coverage shall be maintained for at least two (2) cases at any given time. This may be accomplished by the provision of one (1) Family Support Worker for one (1) twenty-four (24) hour period or a combination of either two (2) or three (3) Family Support Workers working flexible hours. In no event shall more than three (3) Family Support Workers divide coverage of any given twenty-four (24) hour period.





(C) Definitions: Whenever the following terms are used in this Agreement and schedules attached hereto, they shall have the following meaning unless otherwise clearly noted.

(i) Preventive Services shall mean those supportive and rehabilitative services provided to children and their families in accordance with the provisions of 18 NYCRR Part 423 for the purpose of averting a disruption of a family which will or could result in placement of a child in foster care; enabling a child who has been placed in foster care to return to his family at an earlier time than would otherwise be possible; or reducing the likelihood that a child who has been discharged from foster care would return to such care. The following services when provided for the above-stated purpose and in conformity with this Part, are considered preventive services:

(ii) Mandated Preventive Services shall mean preventive services provided to a child and his family whom the Department is required to serve pursuant to 18 NYCRR Section 430.9

(iii) Case Management is defined as the responsibility of the Department to authorize the provision of preventive services, to approve the client eligibility determination according to the criteria of 18 NYCRR Section 423.3, and to approve in writing, the service plans as defined in 18 NYCRR part 428.

(iv) Case Planning is defined as assessing the need for, providing or arranging for, coordinating and evaluating the provision of those preventive services needed by a child and his family to prevent disruption of the family, or to help a child in foster care return home sooner. Case planning shall include, but not be limited to, referring such child and his family to other services as needed, including but not limited to educational counseling and training, vocational diagnosis and training, employment counseling, therapeutic and preventive medical care and treatment, health counseling and health maintenance services, vocational rehabilitation, housing services, speech therapy and legal services. Case planning responsibility shall also include documenting client progress and adherence to the plan by recording in the uniform case record as defined in 18 NYCRR Part 428 and 18 NYCRR Sections 430.8 through 430.13 that such services are provided and providing casework contacts as defined below. Case planner shall mean the caseworker assigned case planning responsibility.

(v) Casework Contacts are defined as:

(a) individual or group face-to-face counseling sessions between the case planner and the child and/or the child's parents or guardians in receipt of preventive services for the purpose of guiding the

(vi) Clinical Services is defined as assessment, diagnosis, testing, psychotherapy, and specialized therapies provided by a person who is a Licensed Certified Social Worker, a licensed psychologist, a licensed psychiatrist, or other licensed therapist in human services. Such service shall be separate and distinct from casework contacts as defined above.

(vii) Day Care Services as defined in the Consolidated Services Plan of the New York State Office of Children & Family Services prepared pursuant to Section 34-a of the Social Services Law.

(viii) Day Services to Children as defined in 18 NYCRR Section 425.1 shall mean a program offering a combination of services including at least social services, psychiatric, psychological, education and/or vocational services and health supervision and also including, as appropriate, recreational and transportation services for at least three, but less than twenty-four (24) hours a day, and at least four (4) days per week, excluding holidays. If it can be demonstrated that one (1) or more of these services are not needed by the population served, that service may be waived.

(ix) Emergency Cash or Goods is defined as money or the equivalent thereto, food, clothing, or other essential items that are provided to a child and his family in an emergency or acute problem situation in order to avert foster care placement.

(x) Emergency Shelter is defined as providing or arranging for shelter where a child and his family who are in an emergency, or acute problem situation, reside in a site other than their own home in order to avert foster care placement.

(xi) Family shall be defined solely for the purpose of this Agreement as the child who is at risk of foster care, his parents, or legal guardians, or other caretakers and siblings. Family may include a woman who is pregnant as specified in 18 NYCRR Section 430.9(c)(6). Family may also include a child who does not live with his parents and needs services to prevent return to foster care.

(xii) Family Planning Services as defined in the Consolidated Services Plan of the New York Office of Children & Family Services prepared pursuant to Section 34-a of the Social Service Law.

Section 430.9, and 18 NYCRR 423.4(c), which meet Utilization Review Eligibility requirements, which are referred to the Contractor by the Department. Said case planning function shall include, but not be limited to, the following services:

- (a) Family assessment
- (b) Development of an appropriate case plan
- (c) Psychological counseling
- (d) Networking with other providers to offer clients educational counseling; vocational training; employment counseling; medical care and treatment; speech therapy or legal services
- (e) Inter-Contractor coordination where joint planning occurs
- (f) Evaluating outcome of service provisions
- (g) Documentation of service
- (h) Provision of required casework contacts and outreach when indicated
- (i) The required core services of Day Care, Homemaker, Specialized Homemaking Services, and twenty-four (24) hour Emergency Services currently available from Nassau County Department of Social Services will be utilized and will be coordinated by the case planner.
- (j) Clinical Services will be on a referral basis to the local mental health clinics and/or Contractor's own mental health clinic. One (1) day of clinical consultation may be made available to the program staff for review and planning on identified cases.

(ii) As part of the supervisory process, the Supervisor is primarily responsible for case decision making, and case review. When a particular case situation warrants such, the Project Director provides necessary case decision making.

(iii) The Supervisor maintains an ongoing record of individual supervisory sessions according to cases. These supervisory log notes are dated and signed by the Supervisor and contain information specific to the case situations as discussed during a particular conference. An entry normally contains a statement of case status, plans, and needed follow-up.

(iv) UCR review is another Supervisor responsibility. Through the use of an alert sheet issued monthly to workers, notice is given to them of the various written tasks that need to be completed within one month. While the alert sheet is essentially a method of advising staff of paperwork responsibilities, it also serves as a means of monitoring and planning for the timely completion of written assignments.

(v) Case re-certifications which will interface with the six (6) month UCR submission will be reviewed in greater depth and this plan must be approved by the Project Director as well as the Casework Supervisor.

(vi) Referrals of clients to CORE or other support services will be done by the individual Case Planner through telephone contact. Case Worker Supervisor will relate directly to the Department's Case Manager.

(e) All staff shall be formally evaluated upon the completion of his/her initial probationary period (i.e., the first six months of employment for all Social Services staff) and thereafter at yearly intervals. Professional staff evaluation will also be completed at the point of job reclassification and termination. The Contractor's Professional Staff Evaluation form includes an assessment by the immediate Supervisor of the staff member on the following criteria: general performance (efficiency and attitude); professional growth (communication, use of supervision and potential); factors specific to professional services (ability to translate theory into practice) and, where appropriate, supervision of administrative skills and community organization.

(f) Outreach services can include, but shall not be limited to:

- (i) outreach to a client by telephone, mail, or visit when the client is not responding.
- (ii) outreach on a community basis to schools, church groups and other service providers for the purpose of:
  - (a) community awareness of our program
  - (b) service to other community systems
  - (c) to enhance and develop our own resource pool

- (c) Crisis Intervention
- (d) Hispanic and Black Family Life Styles
- (e) Public Assistance entitlements
- (f) Psycho-social Assessments
- (g) Psycho-pathology
- (h) Systems approach to service delivery

(v) Training can be offered by both Contractor staff and guest presenters.

(vi) The Staff Development component of the program will be an in-kind donation of Contractor.

(h) The Contractor's Department of Information Management will serve the Preventive Services Program by providing a monthly tickler of upcoming due dates for specific reports.

(i) Each Case Planner will submit to the Supervisor a summary of contacts and services for each month.

(ii) Any non-compliance will be reported monthly by Supervisors to the Project Director.

(iii) A monthly administrative report will be prepared by the Contractor and submitted to the Department. This report will indicate changes that have occurred in cases active at the end of the previous month either in the number of children or classification of the case. Also included will be total figures on the population served during the month, program capacity, and utilization for the month, as well as information on referrals rejected.

This report will be submitted to Contractor's central office as well as to the Case Management Unit of Department.

(iv) Reporting.

(1) Contractor shall maintain complete records of all activities in order to document and provide a basis for statistical reporting to the Department on program activities. The reporting system(s), including report formats and frequencies, will be set up in a format approved by Department.

- (c) maintaining program statistics
- (d) preparation of reports
- (e) liaison between program and Contractor administration
- (f) coordination of program with other Contractor departments and activities
- (g) represents program at relevant community and professional organizations
- (h) oversees and works with Supervisor in the areas of client services:
- (i) program planning, personnel practices, and staff training
- (j) case supervision, case management, supervision and training of caseworkers, case aides, and students
- (k) case coordination with other Departments and Agencies
- (l) assist in community relations
- (m) offer input in program planning, responsible for interpretation and implementation of policies and procedures
- (n) ensure compliance with accountability (i.e., monthly administrative progress report, UCR, submission, etc.)
- (o) other duties as necessary to implement Program's goals

(iv) The Case Aides(s) duties hereunder shall include, but not be limited to, the following:

- (a) provide casework services to families and individuals
- (b) conduct intakes
- (c) counseling, advocacy, referral and information
- (d) development and implementation of service plans
- (e) make home and collateral visits
- (f) maintain contact with other service providers
- (g) responsible for case recording, reports, forms and correspondence, and other duties needed to implement the Service Plan.

(v) The Clerk/Typist(s) duties hereunder shall include, but not be limited to the following:

- (a) maintain card files on clientele
- (b) general typing of all reports and correspondence
- (c) file materials in case files
- (d) answer telephones and route calls appropriately; maintain log of calls for staff persons who are in the field
- (e) maintain adequate supply of all office supplies and equipment



**Project Budget:** \$120,000.00 (up to 40 dyadic assessments of parent and child at \$3,000.00. Each additional child or adult as needed \$500 per person)

**Referral Criteria:** All 0-4 year olds and their parents in the Right Start for Babies Initiative who will be referred to the VISIT Project for IMH assessment and potential IMH treatment must meet the following criteria:

1. Subject to an open Services case with a permanency planning goal of return to parent
2. Cases involve infants and toddlers, ages 0 to 4 years, and their parent(s)- biologic and foster, where children are at substantial risk of out of home placement
3. Infants and toddlers, ages 0 to 4 years, have experienced trauma and are at substantial risk of negative mental health outcomes
4. Service is court ordered or DSS referred

**Project Description:** The program is comprised of two major components, an intensive Infant Mental Health (IMH) Assessment and an intensive Infant Mental Health Treatment.

#### **Infant Mental Health Assessment**

The purpose of the IMH assessment of the parent-infant/toddler and their significant caregiver is to provide child welfare and the court with the information and/or recommendations regarding the most effective case plan and the potential for reunification and whether the VISIT Project and other services may achieve the goal.

The comprehensive IMH assessment involves a thorough developmental and behavioral assessment of the infant/toddler, including observations of the infant/toddler with the foster parent, biological parent, child care providers and siblings, the use of assessment tools, assessment of the parent's capacities to nurture this infant/toddler, a functional description of interactions between the infant/toddler and the parent, and an examination of the extent to which the pair has or will have the capacity for developing a relationship that will promote the infant/toddler's healthy development. The IMH assessment provides information to child welfare and the court to inform case planning, permanency planning, assess the possibility of reunification, and assess the benefit of further IMH treatment.

A typical assessment is comprised of approximately fifteen (15) hours of face to face contact with the birth parent and infant/toddler and all of his/her "special and significant" relationships, such as foster parent, or grandmother, for example, in order to characterize each of the child's relationships with their caregivers. In the event that a biological parent is not available for this assessment due to unusual circumstances such as death, hospitalization or incarceration, the infant/toddler will still be thoroughly assessed within the context of the relationship with the foster parent and other significant relationships. The assessment includes home and clinic based observations, standardized procedures and naturalistic observations, structured and unstructured interviews and self-report measures. The assessment examines a parent's stress level, potential depressive symptomology, past childhood



experiences, personal and community supports, the children's behavior and temperament and trauma symptoms. Parents' interactions with their infants/toddlers as well as their representations of their relationship are also assessed. Parents are asked to spend time playing with their child using both structured and unstructured observational measures. They are videotaped so that they can later be looked at to understand the interactions through video feedback sessions with parents. A thorough assessment is performed for treatment planning purposes.

### **Infant Mental Health Treatment**

The IMH Treatment component involves implementation of a case plan specific to each family. The recommendation defines explicit treatment goals. The IMH clinician works with the family and provides dyadic (parent-child) therapeutic supervised visitation two (2) times a week until permanency is achieved for the infant/toddler either through reunification or adoption. The therapeutic visitation is the vehicle for IMH Treatment. The therapeutic supervised visitation between the parent and child is intended to heal very young children who have been abused, neglected and/or traumatized. Some key components to the intervention are developmental guidance, providing corrective attachment experiences for parents and children, child-parent psychotherapy, which helps parents reflect upon their own attachment history and its impact on their responses to their children and interaction guidance with video feedback. The IMH clinician will also provide case management and assist parents with navigating the challenges in everyday living that may interfere with their ability to parent. They will provide case coordination, and follow-up, attend monthly review meetings and facilitate access to other aspects of the service plan in concert with the child welfare case worker (i.e. early intervention or medical, psychiatric referrals) The Evidenced Based approach to treatment that will be used is called Child-Parent Psychotherapy (CPP).

CPP is based on attachment theory and combines and integrates principles from multiple theories (developmental, trauma, social-learning, psychodynamic and cognitive-behavioral) to help parents and their children recover from maltreatment. CPP is a dyadic, relationship-based treatment for parents and young children that help to restore normal developmental functioning by focusing on repairing the attachment relationships that are negatively affected by variety of types of abuse and neglect. The goal is to establish a sense of safety and trust within the parent-child relationship and address the co-constructed meaning of the maltreatment shared by the parent and child. Sessions focus on parent-child interactions to support and foster healthy coping, affect regulation, and increased appropriate reciprocity between parent and child. Parent guidance on child development, behavioral management, as well as crisis intervention and case management are provided as needed in an unstructured way.

The assessment continues throughout their participation in the program for each family that participates in The VISIT Project in order to monitor progress and update case plans and again after permanency is attained to evaluate if goals have successfully been reached and to plan for necessary supportive services to assure their continued success if needed.

**Review Meetings:** Review meetings are held monthly with the parties involved with the case/service plan to review and assess progress, eliminate barriers, and when appropriate request modifications from the judge. Attendees to this meeting are called **Parent/Infant-Toddler Teams**.

**Reporting:** IMH clinicians provide to DSS and the court detailed reports describing the strengths and challenges of parents and children and their relationship, as well as recommendations, for relevant parties, including attorneys and judges with regards to the scope of services needed to address the trauma and developmental needs of each 0-4 year old i.e., emotional, psychological, cognitive, language relational etc as well as the range of service needs of the parent (s), such as trauma, substance use, emotional, cognitive, parenting capacity.

**Project Staff:**

1. 3 Full Time IMH Clinicians
2. 3 Part Time Infant Mental Health Clinicians

**Service Fee:**

**Infant Mental Health (IMH) Assessment:** The fee for an assessment, consisting of 23 hours of work, is \$3,000.00. Each additional child or adult as needed \$500 per person.

A completed assessment consists of the following tasks:

Initial Intake Assessment - completed in 2 appointments

1. Relational Assessment
2. Mental Health Evaluation including MSE
3. Complete Psycho-Social History of Parent and Child
4. Standardized Assessment Measures

Parent Child Observation sessions – 2 sessions, 1.5 hour each (3 hours)

Home Visits – 2 sessions

1. Foster Home- Observation of child

2. Biological Parent

School/ Day Care Visit- (2 hours)

1. Observation of Child
2. Consultation with Teacher of Daycare Staff and Director

## **II. GENERAL DESCRIPTION:**

Coordination and management of the Family Support Program to ensure the effective delivery of services to families and their children as defined by agency policies and procedures

## **III. ESSENTIAL DUTIES AND RESPONSIBILITIES:**

The following are the essential duties of this position. Other duties may be assigned.

1. Responsible for program operations and supervision of staff.
2. Meeting with the Administrative Director on a regular basis to discuss overall staff and program effectiveness, client progress, referrals and development of the program. Keep the Director informed of all relevant information in a timely manner.
3. Ensure that all programs operated in compliance with all state and county regulations and agency policy.
4. Assist Executive Staff in the development and management of the program's budget.
5. Conduct on-site visits and oversee maintenance of case record system.
6. Supervise and coordinate the training needs of staff so as to ensure effective delivery of quality services. Provide staff representation on the Staff Development Team.
7. Ensure that appropriate lines of communication are developed and maintained between administration, staff and clients.
8. Assist Executive staff in developing funding proposals to meet new and ongoing needs of the agency.
9. Ensure that a professional and effective relationship is maintained with other agencies, to see  
that business is conducted with these agencies in a timely manner, i.e., funding sources, public agencies, referring agencies, school districts, etc.
10. Supervise and coordinate the recruitment, evaluation, and termination of program personnel in accordance with personnel practices.
11. Assume tasks, as need to assure the effective operation of the program

|                    |              |
|--------------------|--------------|
| <b>Print name:</b> |              |
| <b>Signature:</b>  | <b>Date:</b> |

Prepared by :

Date Prepared:

Original: Employee Personnel File

cc: Employee

### I. POSITION INFORMATION:

Position Title: Case Worker Category: Exempt

Program: Family Ties Hrs/Week: 35

### II. GENERAL DESCRIPTION:

Provide case management services and crisis intervention for families whose children are at risk of foster care placement.

### III. ESSENTIAL DUTIES AND RESPONSIBILITIES:

The following are the essential duties of this position. Other duties may be assigned.

1. Provide casework services and crisis intervention to all members of the family unit
2. Conduct and prepare psychosocial intake assessments on assigned cases
3. Development and implementation of case management goals
4. Provide counseling, advocacy, referral and information; provide linkage to all services to support a successful service plan
5. Provide extensive outreach to resistant high risk clients within the family system
6. Make home and field visits

**Language Skills:** Must have verbal and written communication skills that are both professional and easily comprehensible to a diverse population

**Physical Skills:** Must be able to sit at a computer and enter data for several hours at a time

**Other:** Excellent organizational skills and the ability to multi task

Occasional flextime and on call beeper rotation

A commitment to help families struggling with personal hardships

|                                |       |
|--------------------------------|-------|
| <b>VII. EMPLOYEE SIGNATURE</b> |       |
| Print name:                    |       |
| Signature:                     | Date: |

Prepared by: D. Teichner Date Prepared: October 2007

Original: Employee Personnel File

cc: Employee

|                                |
|--------------------------------|
| <b>I. POSITION INFORMATION</b> |
|--------------------------------|

Position Title: Assistant Director Category: Exempt

Programs: Family Ties Hrs/Week: 35

|                                 |
|---------------------------------|
| <b>II. GENERAL DESCRIPTION:</b> |
|---------------------------------|

To assist the Program Director in administration and management of staff and program resources. To ensure the effective delivery of services to

- Maintain monthly program activity board
11. Monitor staff training to ensure completion of required training hours.
  12. Interview and assess job applicants to fill vacancies
  13. Train and mentor new staff
  14. Oversee Connections Case Management System intake process, case openings and case closings
  15. Schedule and conduct staff meetings; prepare minutes for staff
  16. Maintain leadership role in issues pertaining to building
  17. Rotate 24/7 emergency cell phone with Program Director and Program Coordinators

**B. Program Development**

1. Develop and implement new procedures that address the changing needs of the families served
2. Support professional growth and development of staff by providing training's relevant to the needs of the high-risk population served
3. Advocate for program and staffing needs
4. Cultivate community relationships in order to assist program in meeting needs; work with FCA Public Relations Department for ongoing expansion of program resources
5. Provide leadership that promotes a positive work environment and encourages team work

**C. Inter-agency Relations**

1. Represent agency on committees (Title XX sub-committee)
2. Work with other public and private agencies to assure coordination of services
3. Service as an agency representative to the Department of Social Services
4. Attend required LDSS provider meetings



**Language Skills:** Superior Communication Skills; English, Spanish a plus

**Physical Skills:** Must be able to sit at computer and enter data for several hours at a time. Must be able to accompany workers on home visits and go to meetings within the community

**Other:**

| VII. EMPLOYEE SIGNATURE |       |
|-------------------------|-------|
| Print name:             |       |
| Signature:              | Date: |

Prepared by Terry Wood

Date Prepared: 3/07

Original: Employee Personnel File

cc: Employee

### I. POSITION INFORMATION

Position Title: Case Planner Category: Exempt

Program: Family Ties Hrs/Week: 35

**Education:** Case Aide: BSW/BA

**Certificates or Licenses:** Non-essential

**Experience:** 2-3 years experience working with at-risk children and families

**VI. MINIMUM QUALIFICATIONS - OTHER**

**Driving:** Will be required to drive in personal car to home/ field visits.

Ability and willingness to transport client in own car

**Computer Skills:** Must be proficient in Microsoft Word

**Math Skills:** Basic computation skills

**Reasoning Ability:** Must be able to problem-solve daily issues that may arise related to essential features of the position

**Language Skills:** Must have verbal and written communication skills that are both professional and easily comprehensible to a diverse population

**Physical Skills:** Must be able to sit at a computer and enter data for several hours at a time

**Other:** Excellent organizational skills and the ability to multi task

Occasional flextime and on call beeper rotation

A commitment to help families struggling with personal hardships

**VII. EMPLOYEE SIGNATURE**

Print name:

Signature:

Date:

Prepared by: D. Teichner Date Prepared: October 2007

Original: Employee Personnel File

15. Prepare and update FASP calendar
16. Assist Program Manager and Director in developing new protocols and training staff in their use.
17. Prepare incoming and outgoing DSS courier material.
18. Must be knowledgeable of mandating responsibility role and appropriate follow through with SCR reporting regulations.
19. Participate in FCA committees of interest; be an active participant in the Peer Review Committee.
20. Support professional growth and development of supervisees, monitor training needs and process training forms.
21. Complete performance evaluations in accordance with agency policy.
22. Conduct random case record review to assure that records are in compliance with agency standards.
23. Attend required LDSS provider meetings
24. Carry small case load as needed
25. Rotate 24/7 emergency cell phone with Program Director and Program Coordinator.
26. Assess emergency referrals at LDSS or at clients home.

**VI SUPERVISION: (Administration as required for position)**

Reports to: Director/Family Ties Coordinator

Supervises: Case planners

**MINIMUM QUALIFICATIONS- EDUCATION AND EXPERIENCE**

In order to successfully perform the essential duties and responsibilities of this position, the requirements listed below (in Section V and VI) are representative of the knowledge, skills and training necessary.

MSW or related Human Services Degree

Education:

### **I. POSITION INFORMATION:**

Position Title: Office Manger/CONNECTIONS Administrator Category:

**EXEMPT**

Program: FAMILY TIES/SUPPORT/CAMP/CONNECTIONS Status: \_\_\_\_\_

### **II. GENERAL DESCRIPTION:**

Responsible for oversight of office management/clerical functions. Supervision of clerical support staff. Administration of NYS web based CONNECTIONS case management application including Webstar administration to set up staff accounts, and CONNECTIONS interface.

### **III. ESSENTIAL DUTIES AND RESPONSIBILITIES:**

The following are the essential duties of this position. Other duties may be assigned.

25. Assist with the timely preparation of weekly/monthly reports. Correspondence, proposals, staff minutes, etc. according to priority and need.
26. Primary liaison with the main office as it regards dissemination of mail, preparation of time sheets, mileage, and the coordination of office repairs.
27. Oversee a system for ordering, tracking and maintaining office supplies.
28. Maintain informational bulletin boards current and in good order. Assure a user-friendly visitor and reception area.
29. Development and upgrading of existing data entry program.
30. Maintain case lists for all programs - process referrals, closings and Department of Social Services correspondence.
31. Update program forms and protocols as necessary.
32. Prepare minutes of staff meetings and distribute. Attend staff meetings, building meetings, etc.
33. Maintain program case files, prepare intake packets, and program databases.
34. Maintain program petty cash, metrocards, parking reimbursements, etc.

|             |       |
|-------------|-------|
| Print name: |       |
| Signature:  | Date: |

Prepared by: Terry Wood Date Prepared: \_\_\_\_\_

Original: Employee Personnel File

cc: Employee

### **I. POSITION INFORMATION**

Position Title: Family Support Worker Category: Non-Exempt

Program: Family Ties Hrs/Week: Part Time (28)

### **II. GENERAL DESCRIPTION**

Teach Core Life Skills and supportive services to parents and the children of families receiving services and whose children are at risk of foster care placement.

### **III. ESSENTIAL DUTIES AND RESPONSIBILITIES**

The following are the essential duties of this position. Other duties may be assigned.

36. Provide instruction to families at their residence in household cleaning and organization and parent skills including parenting tools, setting limits, modeling appropriate behavior and assistance with homework.

## **VI. MINIMUM QUALIFICATIONS - OTHER**

**Driving:** Valid NYS driver's license with safe and responsible driving history and motor vehicle that is properly insured, registered and maintained in accordance with NYS-DMV regulations. Ability travel from worksite to worksite.

**Computer Skills:** Basic computer skills with Microsoft Office (Word, Outlook and Excel) required generate case notes, progress reports and utilize e-mail for work related communication. Ability to readily adapt to program specific applications essential to the execution of the essential job responsibilities.

**Math Skills:** Basic math skills to prepare budgets calculate expenses and assist with children's math homework.

**Reasoning Ability:** Ability to identify and assess issues that arise and exercise sound judgment in resolving them. Ability to prioritize workload, establish goals and meet requirements and deadlines.

**Communication and interpersonal Skills:** Verbal and written skills must be clear and effective in conveying ideas, answering questions and providing instructions. Must be able to engage a diverse population with varying cultural background. Ability to complete case notes and reports that are comprehensive and appropriately written in order to meet agency and regulatory requirements. Must be able to maintain professional demeanor when confronted with difficult and emotionally charged situations.

**Physical Skills:** Ability to visit clients in their homes and walk up and down stairs and navigate small spaces, such as narrow hallways. Must be able to sit at a computer and desk for prolonged periods of time to complete paper work. Must have the physical ability to perform normal household tasks associated with the position (cooking, cleaning, et al). Must be able to carry up to 10 lbs into a client's home.

**Other:** Strong organizational skills and the ability to respond to multiple priorities and responsibilities and meet deadlines. Must possess household management skills. Must be sensitive to the cultural differences of clients and co-workers.

## **VII. EMPLOYEE SIGNATURE**

**Print name:**

**Signature:**

**Date:**

### **JOB DESCRIPTION: COMMUNITY SERVICE WORKER**

#### **JOB SUMMARY:**

Under general supervision, the community service worker will perform duties to assist social and community workers in the implementation and delivery of agency programs and services. This is a full time position which may include evenings and weekends. The community service worker will be responsible for transporting clients (adults & children) to and from agency services, visitation and other appointments to assist in achieving permanency. This position involves considerable telephone and personal contact with clients and the general public.

#### **RESPONSIBILITIES & DUTIES:**

1. Provides information to individuals or groups concerning services offered by public or private agencies
2. Assists applicants, if needed in filling out forms for services and explains procedures to be followed.



Nassau County Human Services

Universal Budget Form

Contract # \_\_\_\_\_ 0

Contract Name: Family and Children's Association

Program Name: Homemaker (9/1/13 -12/31/13)

Select Line To  
Work On Here

Budget Summary

|                        | Line #  | Expense type                                  | Total \$     |
|------------------------|---------|-----------------------------------------------|--------------|
|                        | 1a      | Salary                                        | \$ 48,934.00 |
| <u>Work on Salary</u>  | 1b      | Fringe                                        | \$ 29,609.00 |
| <u>and Fringe</u>      | 1 Total | Personnel (Salary plus Fringe)                | \$ 78,543.00 |
| <u>Work on Line 2</u>  | 2       | Consultant(s)                                 | \$ 0.00      |
| <u>Work on Line 3</u>  | 3       | Travel / Per Diem / Transportation            | \$1,948.00   |
| <u>Work on Line 4</u>  | 4       | Equipment                                     | \$ 400.00    |
| <u>Work on Line 5</u>  | 5       | Supplies                                      | \$848.00     |
| <u>Work on Line 6</u>  | 6       | Contractual Services                          | \$3,704.00   |
| <u>Work on Line 7</u>  | 7       | Rent/Utilities                                | \$ 4,030.00  |
| <u>Work on Line 8</u>  | 8       | Department Specific Costs                     | \$133.00     |
| <u>Work on Line 9</u>  | 9       | Other Costs                                   | \$1,165.00   |
| <u>Work on Line 10</u> | 10      | Administrative Overhead                       | \$8,687.00   |
|                        |         | Gross Expenditures (Lines 1 – 10)             | \$ 99,458.00 |
| <u>Work on Line 11</u> | 11      | Revenue, Income, Agency Contribution, Matches |              |
|                        |         | Net Budget Total (Lines 1 – 10 minus line 11) | \$99,458.00  |
| <u>Agency</u>          |         | Agency Contribution                           | \$0          |
| <u>Contribution</u>    |         |                                               |              |



|                            |    |                                                                 |              |
|----------------------------|----|-----------------------------------------------------------------|--------------|
| <u>Work on Line 10</u>     | 10 | Administrative Overhead                                         | \$25,770.00  |
|                            |    | Gross Expenditures (Lines 1 – 10)                               | \$295,053.00 |
| <u>Work on Line 11</u>     | 11 | Revenue, Income, Agency Contribution, Matches                   |              |
|                            |    | Net Budget Total (Lines 1 – 10 minus line 11)                   | \$295,053.00 |
| <u>Agency Contribution</u> |    | Agency Contribution                                             | \$0          |
|                            |    | Net Contract Total (Net Budget Total minus Agency Contribution) | \$295,053.00 |

#### APPENDIX B2 LINE ITEM BUDGET: Family Ties



Nassau County Human Services

Universal Budget Form

Contract # 0

Contract Name: Family and Children's Association

Program Name: Family Ties (9/1/13 - 12/31/13)

#### Budget Summary

Select Line To  
Work On Here

|                                  | Line #     | Expense type                       | Total \$     |
|----------------------------------|------------|------------------------------------|--------------|
|                                  | 1a         | Salary                             | \$343,440.00 |
| <u>Work on Salary and Fringe</u> | 1b         | Fringe                             | \$116,530.00 |
|                                  | 1<br>Total | Personnel (Salary plus Fringe)     | \$459,970.00 |
| <u>Work on Line 2</u>            | 2          | Consultant(s)                      | \$73.00      |
| <u>Work on Line 3</u>            | 3          | Travel / Per Diem / Transportation | \$9,620.00   |

APPENDIX B2 LINE ITEM BUDGET: Family Ties



Nassau County Human Services

Universal Budget Form

Contract # \_\_\_\_\_ 0

Contract Name: Family and Children's Association

Program Name: Family Ties (1/1/14 - 12/31/14)

Budget Summary

Select Line To  
Work On Here

Work on Salary  
and Fringe

Work on Line 2

Work on Line 3

Work on Line 4

Work on Line 5

Work on Line 6

Work on Line 7

Work on Line 8

Work on Line 9

Work on Line  
10

Work on Line

| Line #     | Expense type                                  | Total \$       |
|------------|-----------------------------------------------|----------------|
| 1a         | Salary                                        | \$1,028,299.00 |
| 1b         | Fringe                                        | \$397,676.00   |
| 1<br>Total | Personnel (Salary plus Fringe)                | \$1,425,975.00 |
| 2          | Consultant(s)                                 | \$0.00         |
| 3          | Travel / Per Diem / Transportation            | \$33,810.00    |
| 4          | Equipment                                     | \$5,900.00     |
| 5          | Supplies                                      | \$4,660.00     |
| 6          | Contractual Services                          | \$152,602.00   |
| 7          | Rent/Utilities                                | \$34,407.00    |
| 8          | Department Specific Costs                     | \$6,500.00     |
| 9          | Other Costs                                   | \$4,320.00     |
| 10         | Administrative Overhead                       | \$159,645.00   |
|            | Gross Expenditures (Lines 1 – 10)             | \$1,827,819.00 |
| 11         | Revenue, Income, Agency Contribution, Matches | \$0            |

collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

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

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

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

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

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at

- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrator's award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

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

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

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

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements 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 a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

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:

Philip M. Nicholas

(Name)

100 East Old Country Road

(Address)

516 746-0350

(Telephone Number)

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

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

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

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Notary Public

RESOLUTION TO THE CORPORATE MINUTES

The undersigned Officer hereby certifies that the following resolution was duly adopted by the Board of Directors of the corporation known as Family & Child has not been modified or rescinded and is in full force and effect as to the date hereof. Nassau Association

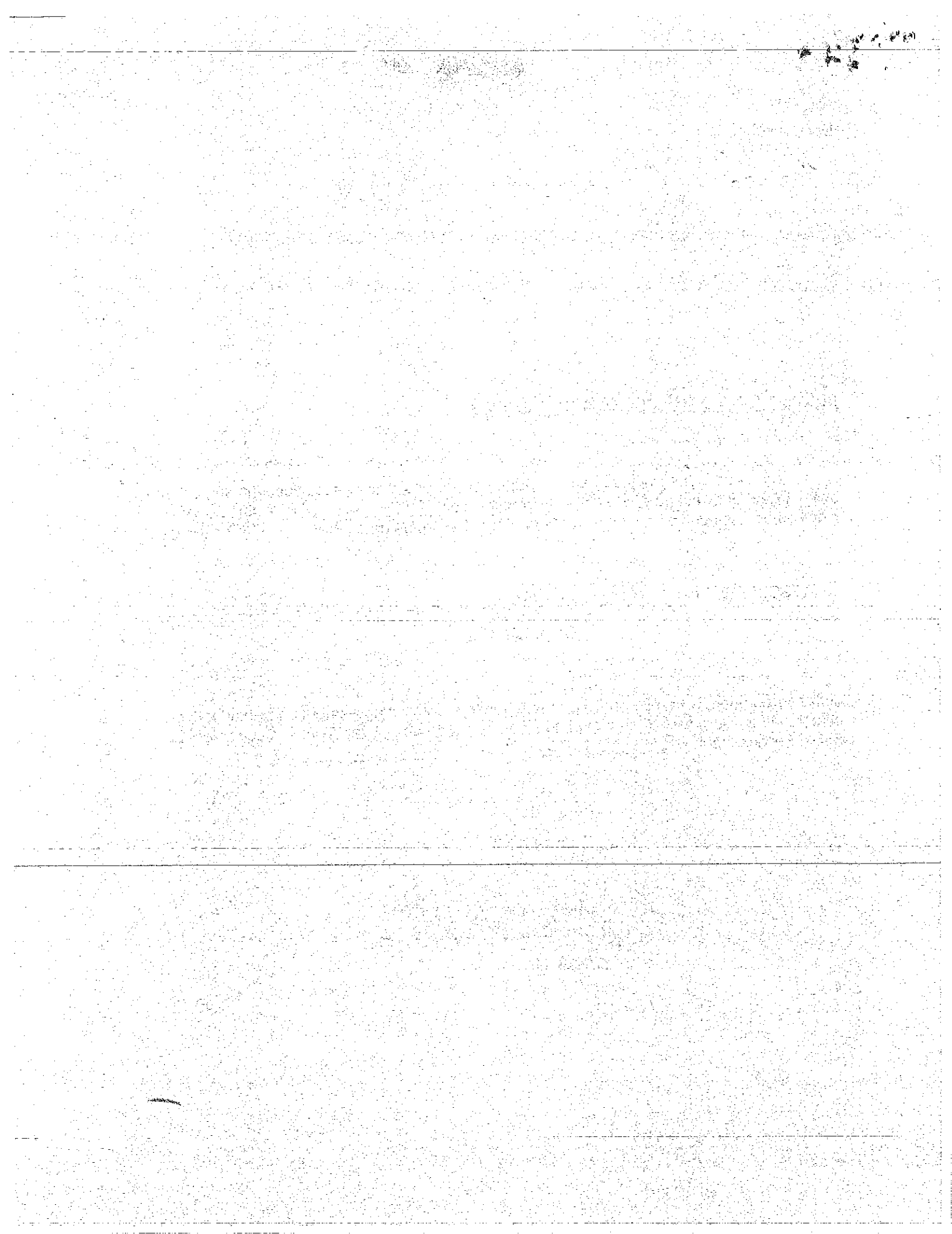
RESOLVED: That Philip Mickulas CEO  
Corporate Title

of this corporation, is hereby authorized to execute a contract agreement on behalf of this corporation for purposes of entering into a contract with the Nassau County Department of Social Services from Sept 1, 2013 through December 31, 2014



Officer







## Contract Details

SERVICE Combined Preventive Services

NIFS ID #: CLSS15000028

NIFS Entry Date: 03/02 /15 Term: from 01/01/15 to 12/31/15

|                    |                                     |
|--------------------|-------------------------------------|
| New                | Renewal <input type="checkbox"/>    |
| Amendment          | <input checked="" type="checkbox"/> |
| Time Extension     | <input type="checkbox"/>            |
| Addl. Funds        | <input type="checkbox"/>            |
| Blanket Resolution | <input type="checkbox"/>            |
| RES#               |                                     |

|                                                  |       |                                        |
|--------------------------------------------------|-------|----------------------------------------|
| 1) Mandated Program:                             | Yes X | No <input type="checkbox"/>            |
| 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   | No <input checked="" type="checkbox"/> |
| 5) Insurance Required                            | Yes X | No <input type="checkbox"/>            |

## Agency Information

| Vendor                                              |                                                                                                                      |
|-----------------------------------------------------|----------------------------------------------------------------------------------------------------------------------|
| Name Family & Children's Association (FCA)          | Vendor ID# 113422018                                                                                                 |
| Address 100 E Old Country Road<br>Mineola, NY 11501 | Contact Person Dr. J. Reynolds<br>Email: jreynolds@familyandchildrens.org<br>Phone 516 746-0350<br>Fax: 516 294-0198 |

| County Department                   |
|-------------------------------------|
| Department Contact Michael Kanowitz |
| Address 60 Charles Lindberg Blvd.   |
| Phone 516 227-7452                  |

## Routing Slip

| DATE Rec'd | DEPARTMENT                                                     | Internal Verification                        | DATE App'd & Fw'd                                    | SIGNATURE | Leg. Approval Required                                                                                    |
|------------|----------------------------------------------------------------|----------------------------------------------|------------------------------------------------------|-----------|-----------------------------------------------------------------------------------------------------------|
|            | Department                                                     | NIFS Entry (Dept)<br>NIFS Appvl (Dept. Head) | <input type="checkbox"/><br><input type="checkbox"/> | 3/4/15    |                                                                                                           |
|            | OMB                                                            | NIFS Approval                                | <input type="checkbox"/>                             | 3/11      | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/><br>Not required if blanket resolution |
| 3/16/15    | County Attorney                                                | CA RE & Insurance Verification               | <input checked="" type="checkbox"/>                  | 3/17/15   |                                                                                                           |
| 3/15/15    | County Attorney                                                | CA Approval as to form                       | <input checked="" type="checkbox"/>                  | 3/18/15   |                                                                                                           |
|            | Legislative Affairs                                            | Fw'd Original Contract to CA                 | <input type="checkbox"/>                             |           |                                                                                                           |
|            | Rules <input type="checkbox"/> / Leg. <input type="checkbox"/> |                                              | <input type="checkbox"/>                             |           | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>                                       |
| 3/18/15    | County Attorney                                                | NIFS Approval                                | <input checked="" type="checkbox"/>                  | 3/18/15   |                                                                                                           |
|            | Comptroller                                                    | NIFS Approval                                | <input checked="" type="checkbox"/>                  | 3/18/15   |                                                                                                           |
| 3/23/15    | County Executive                                               | Notarization<br>Filed with Clerk of the Leg. | <input type="checkbox"/><br><input type="checkbox"/> | 3/23/15   |                                                                                                           |



## Contract Summary

### Description: Family Support and Family Ties

**Purpose:** We are mandated to provide preventive services for children. Appendix B2- Family Ties offers case management, advocacy and counseling for families whose children are at risk of foster care placement. Case planning, service coordination, counseling & support services for families whose children are at risk of foster care placement.

**Appendix B1-Family Support (homemaker):** teaches parenting skill to Family Ties families where youth are at-risk of foster care placement. Needs assessment, goals, support & advocacy. Teaches parenting skills, household management ("homemaking") (To amend contract to extend for one year.)

**Method of Procurement:** An RFP was issued. The original contract commenced 9/1/13.

**Procurement History:** We have been using this vendor for many years.

**Description of General Provisions:** Appendix B2 Family Ties The contractor will provide case planning services coordinating casework, counseling, and support services for families at risk. They will also provide extensive case management services to the targeted population, including needs assessment, plan development, casework contacts, case documentations, counseling and service coordination.

**Appendix B1-Family Support (homemaker):** The contractor will provide a comprehensive training program to ensure the development of independent living skills in children who are either in foster care or are discharged from foster car, up to age twenty-one. This will include educational and vocational services, housing services, basic facts on money management, nutritional hints, community based services and support groups.

**Impact on Funding / Price Analysis:** Federal 45 % State 20 % 35 County

**Change in Contract from Prior Procurement:** No Change

**Recommendation:** Approve as submitted

## Advisement Information

| BUDGET CODES |       |
|--------------|-------|
| Fund:        | GEN   |
| Control:     | 76    |
| Resp:        | 7600  |
| Object:      | TT714 |
| Transaction: | CQ    |

| FUNDING SOURCE                            | AMOUNT                 |
|-------------------------------------------|------------------------|
| Revenue Contract <input type="checkbox"/> | XXXXXXXX               |
| County                                    | \$ 743,018.15          |
| Federal                                   | \$955,309.05           |
| State                                     | \$424,581.80           |
| Capital                                   | \$                     |
| Other Grant                               | \$                     |
| <b>TOTAL</b>                              | <b>\$ 2,122,909.00</b> |

| LINE         | INDEX/OBJECT CODE | AMOUNT                 |
|--------------|-------------------|------------------------|
| 1            |                   | \$                     |
| 2            |                   | \$                     |
| 3            | SSGEN7600/TT714   | \$295,093.00           |
| 4            | SSGEN7600/TT714   | \$1,827,816.00         |
| 5            |                   | \$                     |
| 6            |                   | \$                     |
| <b>TOTAL</b> |                   | <b>\$ 2,122,909.00</b> |

| RENEWAL    |  |
|------------|--|
| % Increase |  |
| % Decrease |  |

Document Prepared By: \_\_\_\_\_

Date: \_\_\_\_\_

|                                                                                   |                  |                                                                                                                                                             |             |                                  |             |
|-----------------------------------------------------------------------------------|------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|----------------------------------|-------------|
| <b>NIFS Certification</b><br>I certify that this document was accepted into NIFS. |                  | <b>Comptroller Certification</b><br>I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged. |             | <b>County Executive Approval</b> |             |
| Name                                                                              | Michael S. Colon | Name                                                                                                                                                        | [Signature] | Name                             | [Signature] |
| Date                                                                              | 5/22/2015        | Date                                                                                                                                                        | 5/22/15     | Date                             | 3/23/16     |
| 122138                                                                            |                  |                                                                                                                                                             |             | (For Office Use Only)            |             |
|                                                                                   |                  |                                                                                                                                                             |             | E #:                             |             |

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 Family and Children's Association

CONTRACTOR ADDRESS 100 East Old Country Road, Mineola, New York 11501

FEDERAL TAX ID 113422018

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

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

**II. ☐ The contractor was selected pursuant to a Request for Proposals.**  
The Contract was entered into after a written request for proposals was issued on \_\_\_\_\_ [date].  
Potential proposers were made aware of the availability of the RFP by \_\_\_\_\_ [newspaper advertisement,  
posting on website, mailing, etc.]. \_\_\_\_\_ [#] of potential proposers requested copies of the RFP. Proposals were  
due on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] proposals were received and evaluated. The evaluation committee consisted  
of: \_\_\_\_\_

\_\_\_\_\_  
[list members]. The proposals were  
scored and ranked. As a result of the scoring and ranking (attached), 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 FEBRUARY 25, 2014 [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 CONTRACTOR RECEIVED A SATISFACTORY EVALUATION.

\_\_\_\_\_[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.

*In addition, if this is a contract with an individual or with an entity that has only one or two employees:*

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

  
Department Head Signature

3-6-2015  
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. 02/04*



NASSAU COUNTY  
DEPARTMENT OF SOCIAL SERVICES  
60 CHARLES LINDBERGH BLVD., SUITE 160  
UNIONDALE, NEW YORK 11553-3686  
Phone: 516-227-7474 Fax: 516-227-8432  
Web: <http://www.nassaucountyny.gov/>

## Contractor Evaluation Form

Contract Number: .....

Contract Name: FAMILY & CHILDREN'S ASSOCIATION

Service Provided: FAMILY TIES/HOMEMAKER

Evaluation Period: From: January 1, 2014 To: October 31, 2014

Evaluator's Name, Title, Phone #: Theresa McGuinness, Case Supervisor III 227-8191

Date: 12/12/14

Please evaluate the contractor's performance for the evaluation period. Upon completing factors (a) through (e), provide your overall assessment of contractor performance and answer the final question. Definitions of the rating scale and rating factors are provided on the back of this form. Additional comments may be provided on a separate sheet.

RETURN THE COMPLETED FORM TO MICHAEL KANOWITZ, PLANNING & RESEARCH 227-7452

| PERFORMANCE EVALUATION FACTORS    | Unsatisfactory<br>1 | Poor<br>2 | Fair<br>3 | Good<br>4 | Excellent<br>5 |
|-----------------------------------|---------------------|-----------|-----------|-----------|----------------|
| a. Quality of Service             |                     |           |           | 4         | 5              |
| b. Timeliness of Service          |                     |           |           |           | 5              |
| c. Cost Effectiveness             |                     |           |           |           | 5              |
| d. Responsiveness to DSS Requests |                     |           |           |           | 5              |
| e. Number of Complaints           |                     |           |           | 4         |                |
| f. Problem Resolution             |                     |           |           |           | 5              |
| Overall Performance Evaluation    |                     |           |           | 4.5       |                |

Do you recommend the contractor for future contracts? Yes No

If rated 3 or lower & Yes checked, please explain below:

These are two different programs. Grades above are for Family Ties.

38987

a - 3.5

b - 4

c - 3.5

d - 3.5

e - 4

F-3.5

overall 3.5

COUNTY OF NASSAU

Inter-Departmental Memo

To: Budget Office

From: Michael A. Kanowitz  
Planning & Research  
Department of Social Services

Date: March 9, 2015

**Subject: Family and Children's Association (FCA)**  
Family Support & Family Ties Services Renewal 2015

Pursuant to Section 32 (a) of the Collective Bargaining Agreement, Nassau Local 830 CSEA was notified of this Department's interest in contracting with the above vendor.

Attached please find a letter to Glen Tuifel, Assistant to the President of Nassau Local 830 CSEA, dated January 7, 2015, notifying him of the above fact. The letter was forwarded to the Nassau County Office of Labor Relations for the appropriate handling.

It is requested that the County proceed with the contract processing.

Att.  
10099  
122239







NASSAU COUNTY  
DEPARTMENT OF SOCIAL SERVICES  
60 CHARLES LINDBERGH BLVD., SUITE 160  
UNIONDALE, NEW YORK 11553-3686  
Phone: 516-227-7474 Fax: 516-227-8432  
Web: <http://www.nassaucountyny.gov/>

January 7, 2015

Glen Tuifel  
Assistant to the President  
Nassau Local 830 CSEA  
400 County Seat Drive  
Mineola, New York 11501

Re. - Contract: Family and Children's Association Renewal 2015  
Preventive Services (Family Ties and Family Support-Homemaker)

Dear Mr. Tuifel:

Pursuant to section 32 (a) of the Collective Bargaining Agreement, this letter is to advise you that the Department of Social Services is considering entering (or **renewing**) the contractual services with the above vendor.

If you wish to meet or discuss any aspect of this proposed contract, or to discuss alternatives to this matter, please do not hesitate to contact the Nassau County Office of Labor Relations.

Sincerely,

A handwritten signature in dark ink, appearing to be "MK" or similar initials, written over a horizontal line.

Michael A. Kanowitz  
Planning & Research

Att.  
cc: Keith Cromwell  
Office of Labor Relations

13792  
121376

## AMENDMENT NO. 1

This AMENDMENT, dated as of January 1, 2015 (together with the exhibit hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of Social Services, having its principal office at 60 Charles Lindbergh Blvd., Uniondale, New York 11553 (the "Department"), and (ii) Family and Children's Association, a not-for-profit corporation of the State of New York having its principal office at 100 East Old Country Road, Mineola, New York 11501 (the "Contractor").

### WITNESSETH:

WHEREAS, pursuant to County contract number CQSS13000025 between the County and the Contractor, executed on behalf of the County on February 25, 2014, ("Original Agreement"), the Contractor provides mandated Preventive services to children, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, the term of the Original Agreement is from September 1, 2013 through December 31, 2014 with an option to renew under the same terms and conditions for four (4) additional one (1) year terms (the "Original Term");

WHEREAS; the Maximum Amount that the County agreed to reimburse the Contractor for Services under the Original Agreement was Two Million Eight Hundred Thirty-Seven Thousand Seven Hundred Forty-Six Dollars and 00/100 (\$2,837,746.00) (the "Maximum Amount"); and

WHEREAS; the County and the Contractor desire to renew the Original Agreement

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

1. Renewal Term. The Original Agreement shall be renewed and thereby extended for one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be December 31, 2015.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Two Million One Hundred Twenty-Two Thousand Nine Hundred Nine Dollars and 00/100 (\$2,122,909.00), payable for Services rendered during the renewal term, so that the Maximum Amount that the County shall pay to the Contractor as full consideration for all Services provided under the Amended Agreement shall be Four Million Nine Hundred Sixty Thousand Six Hundred Fifty-Five Dollars and 00/100 (\$4,960,655.00) (the "Amended Maximum Amount").

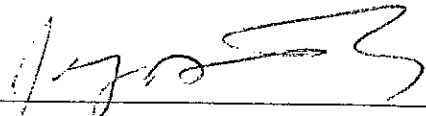


3. Budget. The budgets referred to in Section 3 (a) of the Original Agreement and attached to the Original Agreement are amended to appear in their entirety as set forth in Appendices B1 and B2 attached hereto (such amended budget, the "Amended Budget"). The said Amended Budget annexed hereto may be amended or modified from time to time upon request of the Contractor, subject, however, to prior approval of the Department.


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

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

FAMILY AND CHILDREN'S ASSOCIATION

By:   
Name: Jeffrey L. Reynolds  
Title: President / CEO  
Date: January 8, 2015

NASSAU COUNTY

By:   
Name: Charles Rivera  
Title: County Executive  
☒ Deputy County Executive  
Date: 6/4/15

PLEASE EXECUTE IN BLUE INK



STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 4 day of June in the year 2015 before me personally came Charles Ribando to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a County Deputy 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

*Concetta A. Petrucci*  
CONCETTA A. PETRUCCI  
Notary Public, State of New York  
No. 01FE0259026  
Qualified in Nassau County  
Commission Expires April 02, 2016

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 8th day of January in the year 2015 before me personally came Jeffrey L. Reynolds 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 President / CEO of Family and Children's, 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

*Mary A. Chiz*  
MARY A. CHIZ  
Notary Public, State of New York  
No. 01CH0163623  
Qualified in Nassau County  
Commission Expires April 2, 2015

1728

**AMENDED APPENDIX B1 LINE ITEM BUDGET: Family Support**

**Nassau County Human Services**

**Universal Budget Form**

**Contract #** \_\_\_\_\_

**Contract Name:** Family and Children's Association

**Program Name:** Family Support (1/1/15-12/31/15)

**Budget Summary**

| Line #  | Expense type                                                    | Total \$  |
|---------|-----------------------------------------------------------------|-----------|
| 1a      | Salary                                                          | \$169,800 |
| 1b      | Fringe                                                          | \$74,033  |
| 1 Total | Personnel (Salary plus Fringe)                                  | \$243,833 |
| 2       | Consultant(s)                                                   | \$0       |
| 3       | Travel / Per Diem / Transportation                              | \$1,920   |
| 4       | Equipment                                                       | \$1,032   |
| 5       | Supplies                                                        | \$41,060  |
| 6       | Contractual Services                                            | \$9,479   |
| 7       | Rent/Utilities                                                  | \$2,917   |
| 8       | Department Specific Costs                                       | \$0       |
| 9       | Other Costs                                                     | \$3,200   |
| 10      | Administrative Overhead                                         | \$31,612  |
|         | Gross Expenditures (Lines 1 – 10)                               | \$295,053 |
| 11      | Revenue, Income, Agency Contribution, Matches                   | \$0       |
|         | Net Budget Total (Lines 1 – 10 minus line 11)                   | \$295,053 |
|         | Agency Contribution                                             | \$0       |
|         | Net Contract Total (Net Budget Total minus Agency Contribution) | \$295,093 |



**AMENDED APPENDIX B2 LINE ITEM BUDGET: FAMILY TIES****Nassau County Human Services****Universal Budget Form****Contract #** \_\_\_\_\_**Contract Name:** Family and Children's Association**Program Name:** Family Ties (1/1/15-12/31/15)**Budget Summary**

| Line #  | Expense type                                                    | Total \$    |
|---------|-----------------------------------------------------------------|-------------|
| 1a      | Salary                                                          | \$1,031,368 |
| 1b      | Fringe                                                          | \$343,446   |
| 1 Total | Personnel (Salary plus Fringe)                                  | \$1,374,814 |
| 2       | Consultant(s)                                                   | \$0         |
| 3       | Travel / Per Diem / Transportation                              | \$22,645    |
| 4       | Equipment                                                       | \$3,824     |
| 5       | Supplies                                                        | \$9,540     |
| 6       | Contractual Services                                            | \$167,966   |
| 7       | Rent/Utilities                                                  | \$30,889    |
| 8       | Department Specific Costs                                       | \$1,944     |
| 9       | Other Costs                                                     | \$20,357    |
| 10      | Administrative Overhead                                         | \$195,837   |
|         | Gross Expenditures (Lines 1 – 10)                               | \$1,827,816 |
| 11      | Revenue, Income, Agency Contribution, Matches                   | \$0         |
|         | Net Budget Total (Lines 1 – 10 minus line 11)                   | \$1,827,816 |
|         | Agency Contribution                                             | \$0         |
|         | Net Contract Total (Net Budget Total minus Agency Contribution) | \$1,827,816 |

COUNTY OF NASSAU

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

1. Name of the Entity: Family and Children's Association  
Address: 100 East Old Country Road  
City, State and Zip Code: Mineola, NY 11501
2. Entity's Vendor Identification Number: 11-3422018
3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture  
☐ Ltd. Liability Co ☐ Closely Held Corp ☒ Charitable Organization 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.  
N/A

*Journal of Management Inquiry* 20(6) 789–804  
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[illegible]

1. *Journal of the American Medical Association*, 2000; 283: 2686-2692.

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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.

None

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7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). 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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(b) Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete description of lobbying activities.

N/A

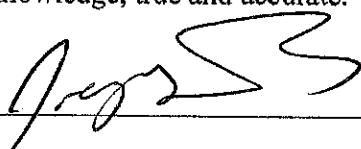
(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

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.

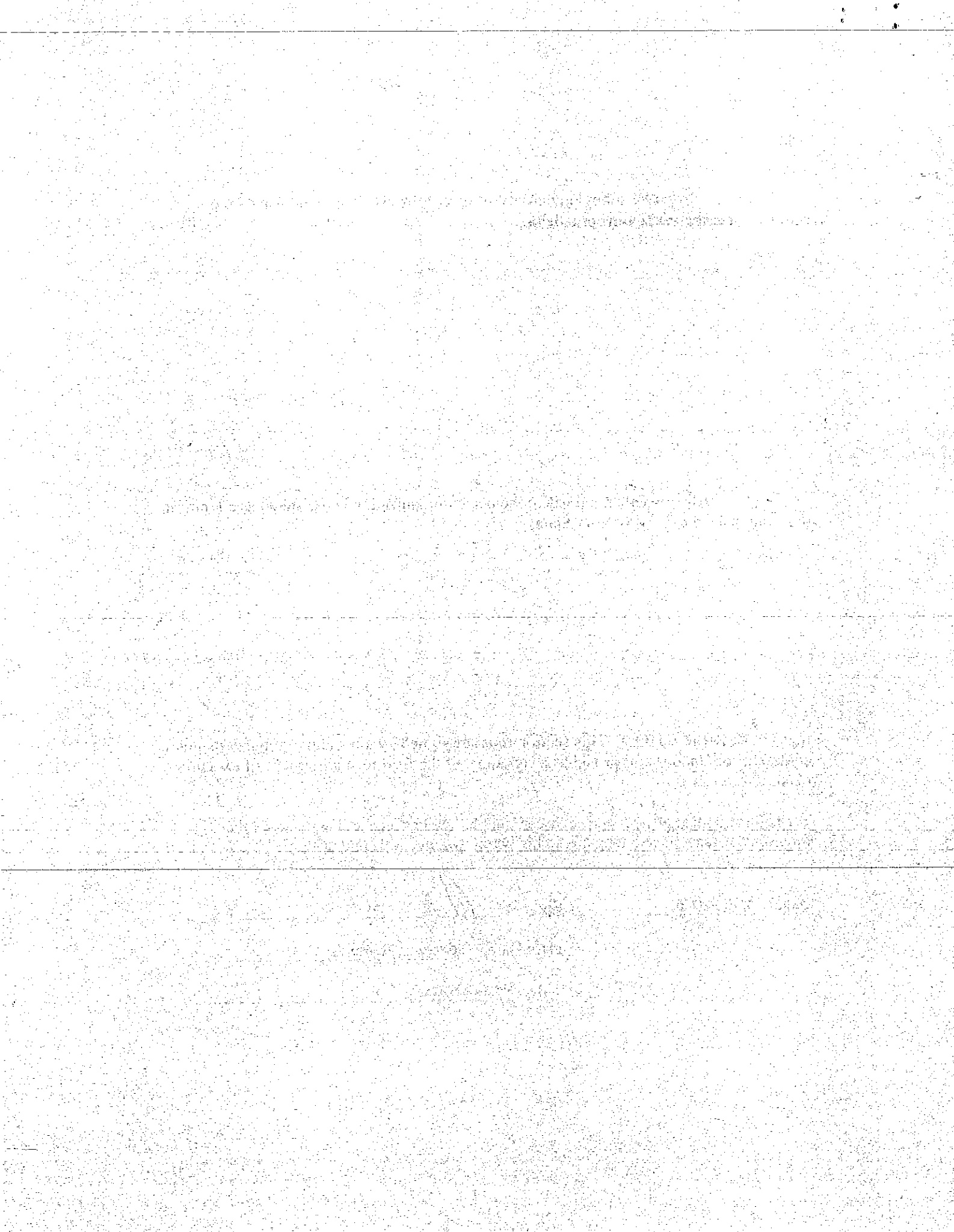
The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 11/30/2015

Signed: 

Print Name: Jeffrey L. Reynolds

Title: President/CEO



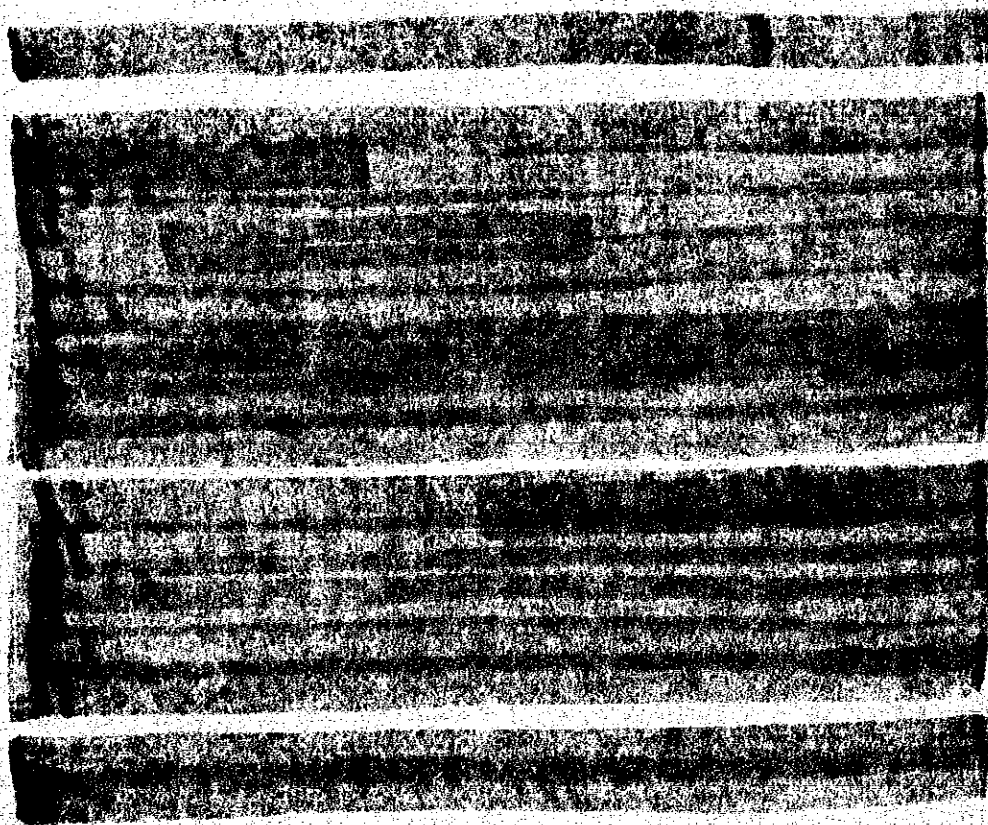
**The term lobbying shall mean any attempt to influence:** any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose,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



The first part of the report deals with the general situation of the country. It is a very interesting and informative study of the country's development. The second part of the report deals with the specific details of the country's development. It is a very detailed and thorough study of the country's development. The third part of the report deals with the specific details of the country's development. It is a very detailed and thorough study of the country's development. The fourth part of the report deals with the specific details of the country's development. It is a very detailed and thorough study of the country's development. The fifth part of the report deals with the specific details of the country's development. It is a very detailed and thorough study of the country's development. The sixth part of the report deals with the specific details of the country's development. It is a very detailed and thorough study of the country's development. The seventh part of the report deals with the specific details of the country's development. It is a very detailed and thorough study of the country's development. The eighth part of the report deals with the specific details of the country's development. It is a very detailed and thorough study of the country's development. The ninth part of the report deals with the specific details of the country's development. It is a very detailed and thorough study of the country's development. The tenth part of the report deals with the specific details of the country's development. It is a very detailed and thorough study of the country's development.

# BOARD & OFFICER HOME ADDRESSES

| Title | First Name | Last Name        | State | Home Address | Home Town | Home Zip | Officer Title                    |
|-------|------------|------------------|-------|--------------|-----------|----------|----------------------------------|
| Mr.   | Donald     | Abrams           |       |              |           |          |                                  |
| Mr.   | Peter J.   | Bogan            |       |              |           |          |                                  |
| Mr.   | Daniel     | Brown            |       |              |           |          |                                  |
| Mr.   | Rich       | Cavallaro        |       |              |           |          |                                  |
| Ms.   | Rosanne    | Cavallaro        |       |              |           |          |                                  |
| Mr.   | Robert     | Schwerdel        |       |              |           |          | Board of Trustees, Treasurer     |
| Mr.   | Drew       | Crowley          |       |              |           |          | Board of Trustees, Chairman      |
| Mr.   | David      | Landau           |       |              |           |          |                                  |
| Mr.   | Charles    | Strain           |       |              |           |          |                                  |
| Mr.   | H. Richard | Grafer           |       |              |           |          | Board of Trustees, Vice Chairman |
| Mr.   | Daniel     | Griesmeyer       |       |              |           |          |                                  |
| Ms.   | Judy       | Sandford Guise   |       |              |           |          | Board of Trustees, Secretary     |
| Ms.   | Janet      | Henriquez-Marcic |       |              |           |          |                                  |
| Mr.   | Michael    | Monahan          |       |              |           |          |                                  |
| Ms.   | Dorothy    | Jacobs           |       |              |           |          |                                  |
| Mrs.  | Angela     | Jaggar           |       |              |           |          |                                  |
| Mr.   | Bernard    | Kennedy          |       |              |           |          |                                  |
| Mrs.  | Hope       | Lapsley          |       |              |           |          |                                  |
| Ms.   | Donna      | Lewis            |       |              |           |          |                                  |
| Mr.   | Nicholas   | Lizanich         |       |              |           |          |                                  |
| Mr.   | Gerard     | Jones            |       |              |           |          |                                  |
| Mr.   | Joseph     | Patellaro        |       |              |           |          |                                  |
| Ms.   | Patricia   | Pyor Bonica      |       |              |           |          |                                  |
| Mr.   | Scott      | Treiber          |       |              |           |          |                                  |
| Ms.   | Delores    | Smalls           |       |              |           |          |                                  |
| Mr.   | William    | Thornton         |       |              |           |          |                                  |
| Mr.   | Wayne      | Wink, Esq.       |       |              |           |          |                                  |
| Mr.   | Jeffrey    | Reynolds         |       |              |           |          | FCA President/CEO                |
| Ms.   | Mary Ann   | Vassallo         |       |              |           |          | FCA Chief Financial Officer      |
| Mr.   | Donald     | Holden           |       |              |           |          | FCA Chief Development Officer    |
| Ms.   | Lisa       | Burch            |       |              |           |          | FCA Chief Operating Officer      |



### 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: 8/13/15

1) Bidder's/Proposer's Legal Name: Family and Children's Association

2) Address of Place of Business: 100 East Old Country Road, Mineola, NY 11501

List all other business addresses used within last five years:

3) Mailing Address (if different): \_\_\_\_\_

Phone: 516-746-0350

Does the business own or rent its facilities? both

4) Dun and Bradstreet number: 068058114

5) Federal I.D. Number: 11-3422018

6) The bidder/proposer is a (check one):        Sole Proprietorship        Partnership         
Corporation x 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: Business leases office space in corporate headquarters

8) Does this business control one or more other businesses? Yes X No        If Yes, please provide details: Affiliates with Long Island Council on Alcoholism & Drug Dependence.

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: affiliates with Long Island Council on Alcoholism & Drug Dependence

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 x No \_\_\_\_ If Yes, provide details for each such investigation. New York State Department of Labor Claim was made against Family and Children's Association and Nassau County totaling \$226,000 for back wages related to benefit time accrued by a class of FCA/ Nassau County Employees who were terminated in 2012. The claim remains unresolved.

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 \_\_\_\_\_

THE UNITED STATES OF AMERICA  
DEPARTMENT OF THE ARMY

OFFICE OF THE CHIEF OF STAFF  
WASHINGTON, D. C.

MEMORANDUM FOR THE RECORD  
SUBJECT: [Illegible]

1. [Illegible]

2. [Illegible]

3. [Illegible]

4. [Illegible]

5. [Illegible]

6. [Illegible]

7. [Illegible]

8. [Illegible]

9. [Illegible]

10. [Illegible]

11. [Illegible]

12. [Illegible]

13. [Illegible]

14. [Illegible]

15. [Illegible]

16. [Illegible]

17. [Illegible]

18. [Illegible]

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 ☒ 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.





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 Nassau County Department of Social Services

Contact Person Lisa Murphy, Commissioner

Address 60 Charles Lindbergh Blvd. suite 200

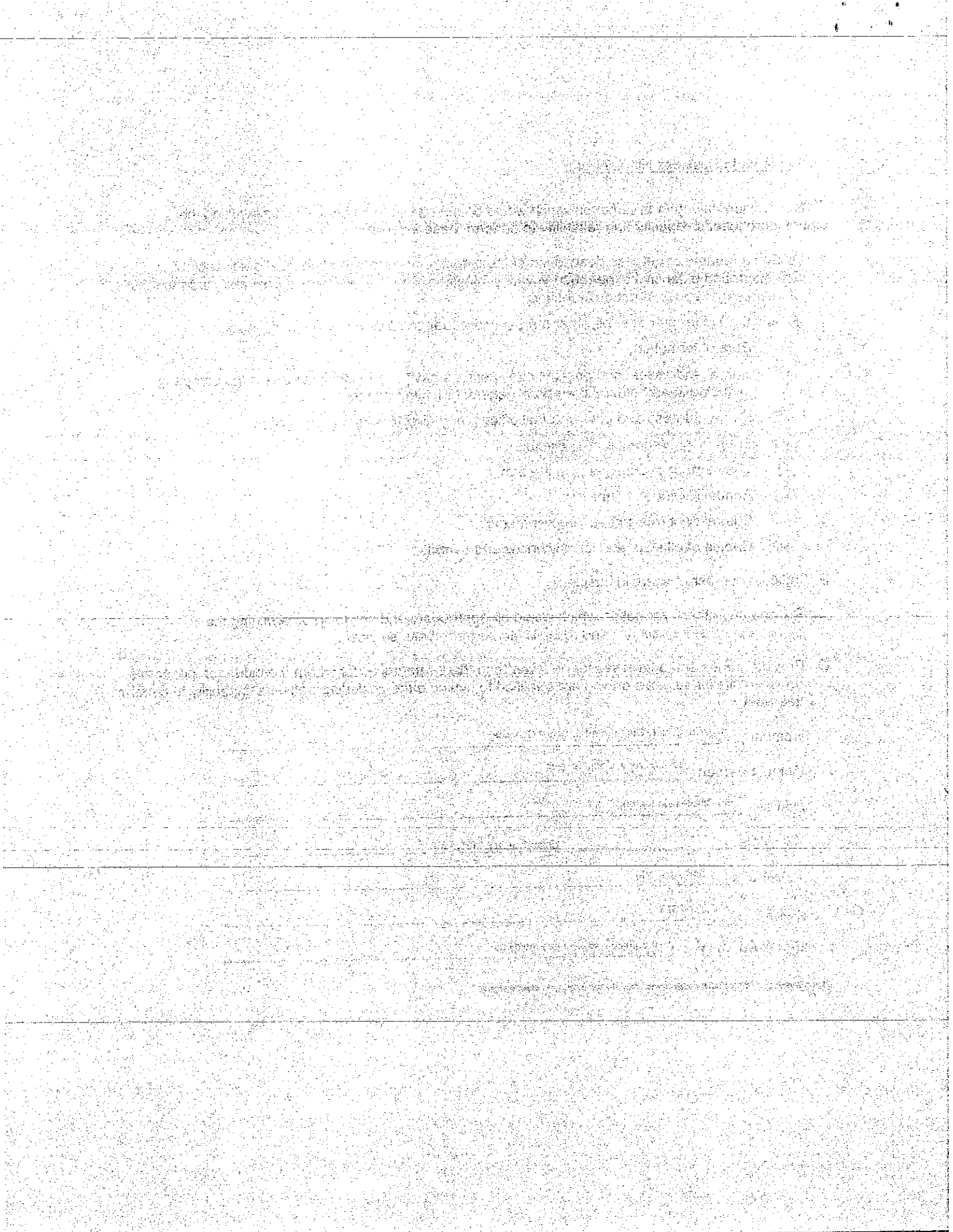
City/State Uniondale, NY 11553-3687

Telephone 1-516-227-7403

Fax # 516-227-7076

E-Mail Address: Lisa.murphy@hhsnassaucountyny.us

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Company Nassau County Dept of Social Services  
Contact Person John Imhof, PhD Commissioner  
Address 60 Charles Lindbergh Blvd  
City/State Uniondale, NY 11553  
Telephone 516-227-8519  
Fax # \_\_\_\_\_  
E-Mail Address John.Imhof@hhsnassaucountyny.us

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Company NY State Division of Justice Services  
Contact Person Maura Gagan  
Address New York State Division of Criminal Justice Services  
Alfred E. Smith Building  
City/State 80 South Swan St.  
Albany, New York 12210  
Telephone 518-485-9922  
Fax # \_\_\_\_\_  
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Abstract: The purpose of this study was to determine the effect of a 12-week training program on the physical fitness of 10-year-old children. The study was conducted in a primary school in Ankara, Turkey. The children were divided into two groups: a control group and an experimental group. The experimental group participated in a 12-week training program that included aerobic, strength, and flexibility exercises. The control group did not participate in any training program. Physical fitness was measured at the beginning and end of the 12-week period using a series of tests: 100m sprint, 200m sprint, 400m sprint, 800m sprint, 1600m sprint, 3200m sprint, 6400m sprint, 12800m sprint, 25600m sprint, 51200m sprint, 102400m sprint, 204800m sprint, 409600m sprint, 819200m sprint, 1638400m sprint, 3276800m sprint, 6553600m sprint, 13107200m sprint, 26214400m sprint, 52428800m sprint, 104857600m sprint, 209715200m sprint, 419430400m sprint, 838860800m sprint, 1677721600m sprint, 3355443200m sprint, 6710886400m sprint, 13421772800m sprint, 26843545600m sprint, 53687091200m sprint, 107374182400m sprint, 214748364800m sprint, 429496729600m sprint, 858993459200m sprint, 1717986918400m sprint, 3435973836800m sprint, 6871947673600m sprint, 13743895347200m sprint, 27487790694400m sprint, 54975581388800m sprint, 109951162777600m sprint, 219902325555200m sprint, 439804651110400m sprint, 879609302220800m sprint, 1759218604441600m sprint, 3518437208883200m sprint, 7036874417766400m sprint, 14073748835532800m sprint, 28147497671065600m sprint, 56294995342131200m sprint, 112589990684262400m sprint, 225179981368524800m sprint, 450359962737049600m sprint, 900719925474099200m sprint, 1801439850948198400m sprint, 3602879701896396800m sprint, 7205759403792793600m sprint, 14411518807585587200m sprint, 28823037615171174400m sprint, 57646075230342348800m sprint, 115292150460684697600m sprint, 230584300921369395200m sprint, 461168601842738790400m sprint, 922337203685477580800m sprint, 1844674407370955161600m sprint, 3689348814741910323200m sprint, 7378697629483820646400m sprint, 14757395258967641292800m sprint, 29514790517935282585600m sprint, 59029581035870565171200m sprint, 118059162071741130342400m sprint, 236118324143482260684800m sprint, 472236648286964521369600m sprint, 944473296573929042739200m sprint, 1888946593147858085478400m sprint, 3777893186295716170956800m sprint, 7555786372591432341913600m sprint, 15111572745182864683827200m sprint, 30223145490365729367654400m sprint, 60446290980731458735308800m sprint, 120892581961462917470617600m sprint, 241785163922925834941235200m sprint, 483570327845851669882470400m sprint, 967140655691703339764940800m sprint, 1934281311383406679529881600m sprint, 3868562622766813359059763200m sprint, 7737125245533626718119526400m sprint, 15474250491067253436239052800m sprint, 30948500982134506872478105600m sprint, 61897001964269013744956211200m sprint, 123794003928538027489912422400m sprint, 247588007857076054979824844800m sprint, 495176015714152109959649689600m sprint, 990352031428304219919299379200m sprint, 1980704062856608439838598758400m sprint, 3961408125713216879677197516800m sprint, 7922816251426433759354395033600m sprint, 15845632502852867518708790067200m sprint, 31691265005705735037417580134400m sprint, 63382530011411470074835160268800m sprint, 126765060022822940149670320537600m sprint, 253530120045645880299340641075200m sprint, 507060240091291760598681282150400m sprint, 1014120480182583521197362564300800m sprint, 2028240960365167042394725128601600m sprint, 4056481920730334084789450257203200m sprint, 8112963841460668169578900514406400m sprint, 16225927682921336339157801028812800m sprint, 32451855365842672678315602057625600m sprint, 64903710731685345356631204115251200m sprint, 129807421463370690713262408230502400m sprint, 259614842926741381426524816461004800m sprint, 519229685853482762853049632922009600m sprint, 1038459371706965525706099265844019200m sprint, 2076918743413931051412198531688038400m sprint, 4153837486827862102824397063376076800m sprint, 8307674973655724205648794126752153600m sprint, 16615349947311448411297588253504307200m sprint, 33230699894622896822595176507008614400m sprint, 66461399789245793645190353014017228800m sprint, 132922799578491587290380706028034457600m sprint, 265845599156983174580761412056068915200m sprint, 531691198313966349161522824112137830400m sprint, 1063382396627932698323045648224275660800m sprint, 2126764793255865396646091296448551321600m sprint, 4253529586511730793292182592897102643200m sprint, 8507059173023461586584365185794205286400m sprint, 17014118346046923173168730371588410572800m sprint, 34028236692093846346337460743176821145600m sprint, 68056473384187692692674921486353642291200m sprint, 136112946768375385385349842972707284582400m sprint, 272225893536750770770699685945414569164800m sprint, 544451787073501541541399371890829138329600m sprint, 1088903574147003083082798743781658276659200m sprint, 2177807148294006166165597487563316553318400m sprint, 4355614296588012332331194975126633106636800m sprint, 8711228593176024664662389950253266213273600m sprint, 17422457186352049329324779900506532426547200m sprint, 34844914372704098658649559801013064853094400m sprint, 69689828745408197317299119602026129706188800m sprint, 139379657490816394634598239204052259412377600m sprint, 278759314981632789269196478408104518824755200m sprint, 557518629963265578538392956816209037649

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## CERTIFICATION

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I, Jeffrey L. Reynolds, 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 30th day of November

2015

Notary Public

MARY A. CHIZ  
Notary Public, State of New York  
No. 01CH6163683  
Qualified in Nassau County  
Commission Expires April 2, 2019

Name of submitting business: Family and Children's Association

By: Jeffrey L. Reynolds

Print name

Signature

President/CEO

Title

11 / 30 / 2015

Date

Commission Expires April 30, 2011  
Qualified in Texas County  
Notary Public, State of New York  
MARY A. CHIZ

11

## PRINCIPAL QUESTIONNAIRE FORM

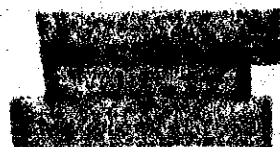
All questions on these questionnaires must be answered and the answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

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 Jeffrey L. Reynolds  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address 100 East Old Country Road  
City/state/zip Mineola, NY 11501  
Telephone 516-746-0350  
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 07 / 07 / 14 Treasurer \_\_\_\_\_  
Chairman of Board \_\_\_\_\_ Shareholder \_\_\_\_\_  
Chief Exec. Officer 07 / 07 / 14 Secretary \_\_\_\_\_  
Chief Financial Officer \_\_\_\_\_ Partner \_\_\_\_\_  
Vice President \_\_\_\_\_  
(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 \_\_\_\_\_ YES x; 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 x If Yes, provide details.  
Executive Director of LICADD

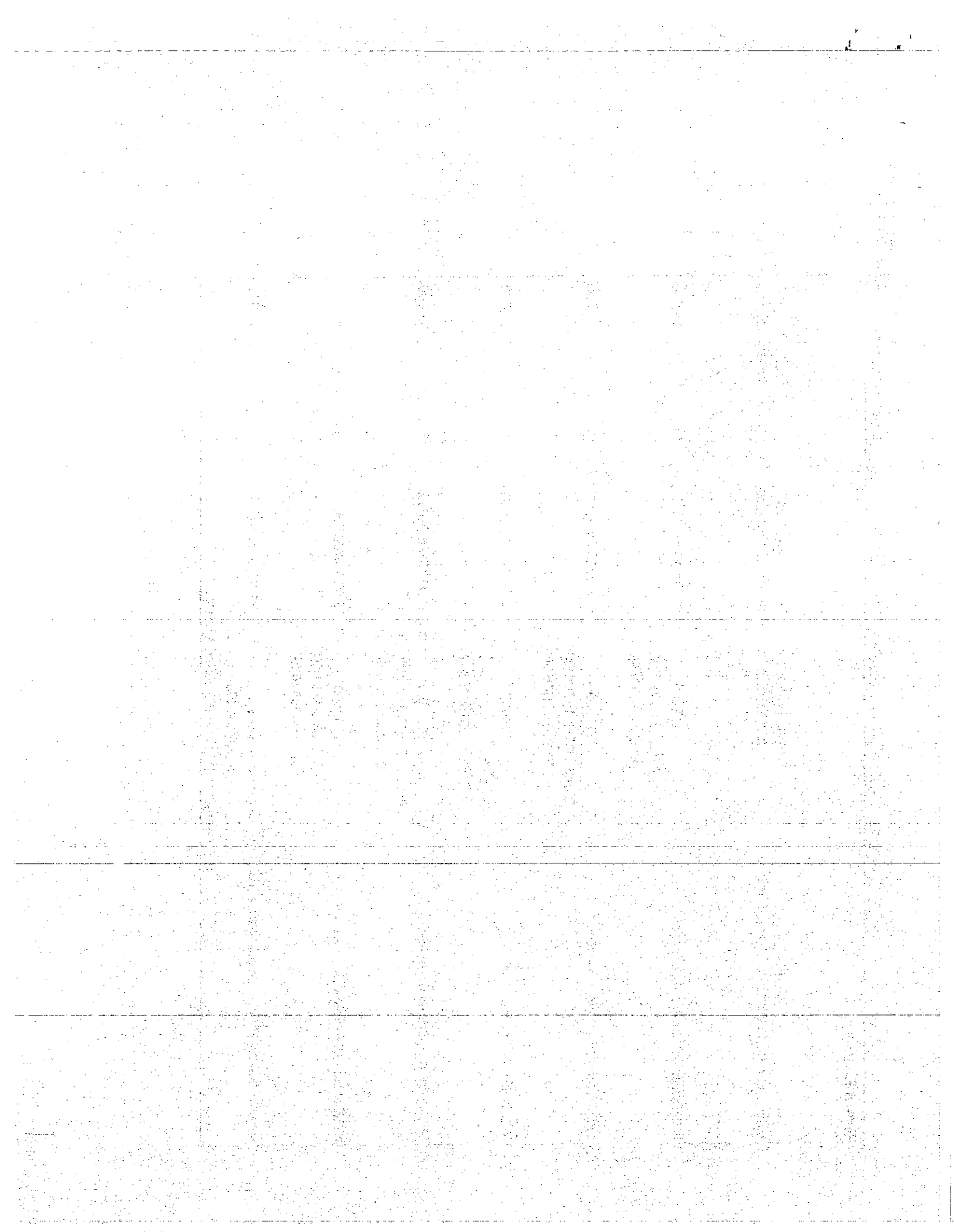
see attachment





## Principal Questionnaire Form Question #6 DETAILS

| Grant Listing                                                    |                        |                      |                   |        |  |
|------------------------------------------------------------------|------------------------|----------------------|-------------------|--------|--|
| Grantor                                                          | Contract Number        | Contract Term        | Amount            |        |  |
| Suffolk Cty. Dept. Of Health - Project Hope                      | LHHP2 JML1             | 01/01/12 To 12/31/14 | \$35,000 annually |        |  |
| NYS Division Of Criminal Services                                | T139889                | 07/01/13 To 06/30/14 | \$                | 15,000 |  |
|                                                                  | Proj. ID LG13-1177-D00 |                      |                   |        |  |
|                                                                  | DCJS LG13139889        |                      |                   |        |  |
| NYS Division Of Criminal Services                                | T139890                | 07/01/13 To 06/30/14 | \$                | 50,000 |  |
|                                                                  | Proj. ID LG13-1178-D00 |                      |                   |        |  |
|                                                                  | DCJS LG13139890        |                      |                   |        |  |
| NYS Division Of Criminal Services                                | T139937                | 10/01/13 To 12/31/14 | \$                | 25,000 |  |
|                                                                  | Proj. ID LG13-1228-D00 |                      |                   |        |  |
|                                                                  | DCJS LG13139937        |                      |                   |        |  |
| NYS Division Of Criminal Services                                | T637095                | 4/1/12 To 6/30/12    | \$                | 35,000 |  |
|                                                                  | Proj. ID BJ12-1043-D00 |                      |                   |        |  |
|                                                                  | DCJS BJ11637095        |                      |                   |        |  |
| NYS Division Of Criminal Services                                | T632660                | 7/1/12-6/30/13       | \$                | 15,000 |  |
|                                                                  | Proj. ID BJ12-1062-D00 |                      |                   |        |  |
|                                                                  | DCJS BJ12632660        |                      |                   |        |  |
| New York State Office of Alcoholism and Substance Abuse Services | TM51208                | 7/1/13 to 6/30/14    | \$                | 20,000 |  |
| Business Unit/Dept ID OAS01/3670000                              |                        |                      |                   |        |  |



**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.

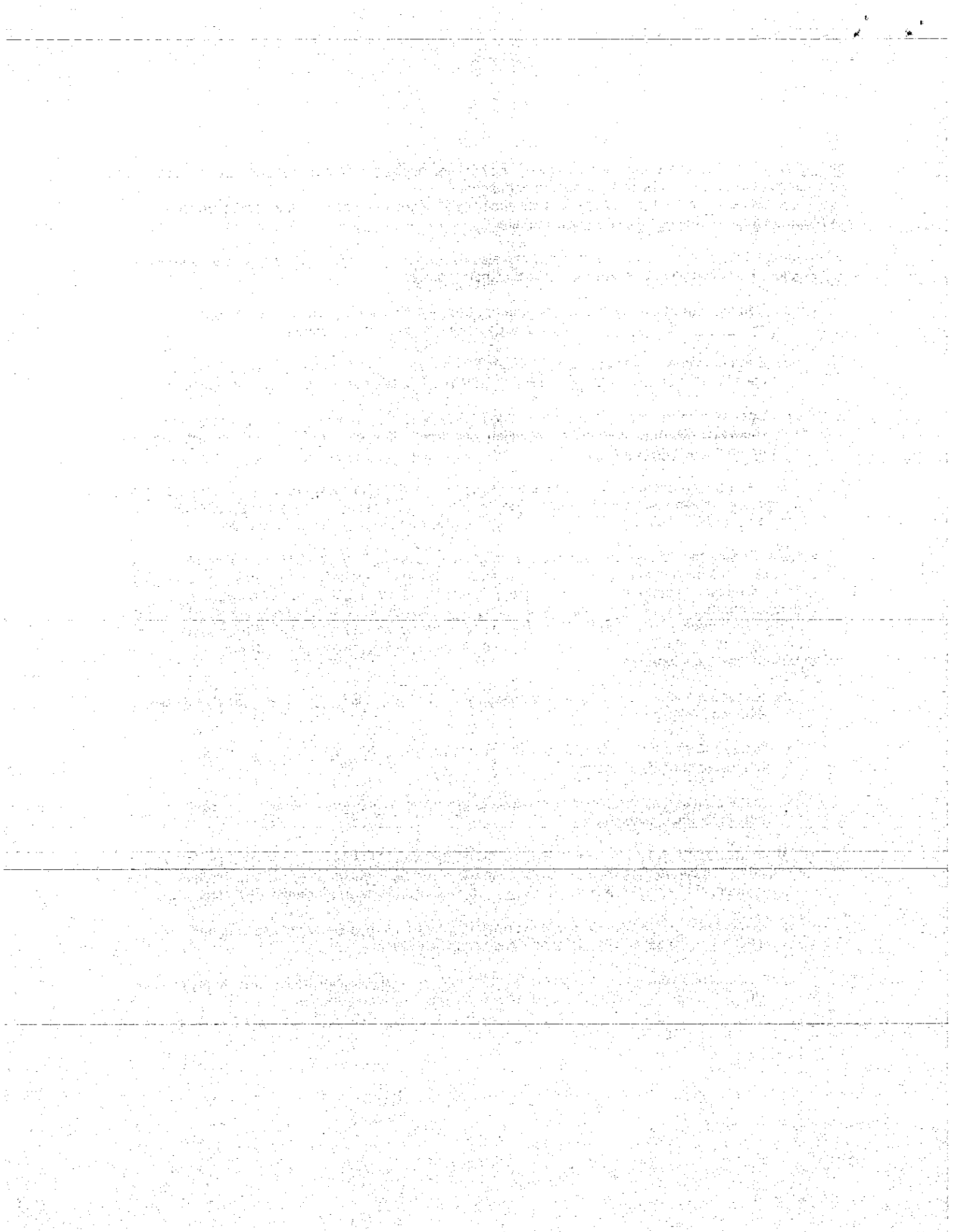
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

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.

1. *What is the purpose of this document?*  
 2. *What are the main findings of the study?*  
 3. *What are the implications of the findings?*  
 4. *What are the limitations of the study?*  
 5. *What are the conclusions of the study?*  
 6. *What are the recommendations of the study?*  
 7. *What are the future research directions?*  
 8. *What are the acknowledgments?*  
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 11. *What are the footnotes?*  
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1. *Journal of the American Medical Association*, 1997; 278: 1541-1546.

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Sworn to before me this 30th day of November 2015

Mary A. Chiz  
Notary Public

MARY A. CHIZ  
Notary Public, State of New York  
No. 01CH6163683  
Qualified in Nassau County  
Commission Expires April 2, 2019

Family and Children's Association  
Name of submitting business

Jeffrey L. Reynolds  
Print name  
[Signature]  
Signature

President/CEO  
Title

11 / 30 / 2015  
Date



The first part of the report is a general description of the project. It includes the objectives, the scope, and the methodology. The second part is a detailed description of the results. It includes the data, the analysis, and the conclusions. The third part is a discussion of the results. It includes the interpretation of the results, the limitations of the study, and the recommendations for future research.

1. Introduction  
2. Methodology  
3. Results  
4. Discussion  
5. Conclusion

1. Introduction  
2. Methodology  
3. Results  
4. Discussion  
5. Conclusion

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.

Jeffrey L. Reynolds

11/30/2015

Name and Title of Authorized Representative

m/d/yy

Signature

Date

Family and Children's Association

Name of Organization

100 East Old Country Road, Mineola, New York 11501

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.

The first part of the report deals with the general situation of the country. It is a very interesting and informative study of the country's development. The author has done a great deal of research and has gathered a wealth of material. The report is well written and is a valuable contribution to the study of the country's development.

The second part of the report deals with the economic situation of the country. It is a very interesting and informative study of the country's economic development. The author has done a great deal of research and has gathered a wealth of material. The report is well written and is a valuable contribution to the study of the country's economic development.

The third part of the report deals with the social situation of the country. It is a very interesting and informative study of the country's social development. The author has done a great deal of research and has gathered a wealth of material. The report is well written and is a valuable contribution to the study of the country's social development.

The fourth part of the report deals with the political situation of the country. It is a very interesting and informative study of the country's political development. The author has done a great deal of research and has gathered a wealth of material. The report is well written and is a valuable contribution to the study of the country's political development.

The fifth part of the report deals with the cultural situation of the country. It is a very interesting and informative study of the country's cultural development. The author has done a great deal of research and has gathered a wealth of material. The report is well written and is a valuable contribution to the study of the country's cultural development.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/6/2015

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.

**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).

|                                                                                                                 |                                                                                 |               |
|-----------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------|---------------|
| <b>PRODUCER</b><br>Arthur J. Gallagher Risk Management Services, Inc.<br>377 Oak Street<br>Garden City NY 11530 | <b>CONTACT NAME:</b> Karen Mohamed                                              |               |
|                                                                                                                 | <b>PHONE (A/C, No., Ext.):</b> 516-745-0800 <b>FAX (A/C, No.):</b> 516-745-0082 |               |
|                                                                                                                 | <b>E-MAIL ADDRESS:</b> Karen_Mohamed@ajg.com                                    |               |
| <b>INSURED</b><br>Family & Children's Association<br>100 E Old Country Road<br>Mineola, NY 11501                | <b>INSURER(S) AFFORDING COVERAGE</b>                                            | <b>NAIC #</b> |
|                                                                                                                 | <b>INSURER A:</b> Philadelphia Indemnity Insurance Co                           |               |
|                                                                                                                 | <b>INSURER B:</b> State Insurance Fund of New York                              |               |
|                                                                                                                 | <b>INSURER C:</b>                                                               |               |
|                                                                                                                 | <b>INSURER D:</b>                                                               |               |
|                                                                                                                 | <b>INSURER E:</b>                                                               |               |
|                                                                                                                 | <b>INSURER F:</b>                                                               |               |

**COVERAGES**

CERTIFICATE NUMBER: 260726912

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<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC<br>OTHER: |           |          |               | 5/11/2015               | 5/11/2016               | EACH OCCURRENCE \$1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000<br>MED EXP (Any one person) \$5,000<br>PERSONAL & ADV INJURY \$1,000,000<br>GENERAL AGGREGATE \$3,000,000<br>PRODUCTS - COMP/OP AGG \$3,000,000<br>AGGREGATE \$1,000,000 |
| A        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS                |           |          |               | 5/11/2015               | 5/11/2016               | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                                              |
| A        | <input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$10,000                                                                              |           |          |               | 5/11/2015               | 5/11/2016               | EACH OCCURRENCE \$10,000,000<br>AGGREGATE \$10,000,000<br>\$                                                                                                                                                                                                |
| B        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                              | Y/N<br>N  | N/A      |               | 8/6/2015                | 8/6/2016                | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$500,000<br>E.L. DISEASE - EA EMPLOYEE \$500,000<br>E.L. DISEASE - POLICY LIMIT \$500,000                                                            |
| A        | Professional Liab.<br>Abuse & Molestation                                                                                                                                                                                                                                                                           |           |          |               | 5/11/2015               | 5/11/2016               | Each Occurrence 1,000,000<br>Each Occurrence 1,000,000                                                                                                                                                                                                      |

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

Additional Insured Form # PI-MANU-1(01/00)

The certificate holder is included as additional insured with respect to General Liability as required by written contract per the above referenced form #.

**CERTIFICATE HOLDER****CANCELLATION**County of Nassau  
60 Charles Lindbergh Blvd Suite 200  
Uniondale NY 11553 USA

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

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



# Nassau County Interim Finance Authority

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

1. Vendor: Family and Children's Association

2. Dollar amount requiring NIFA approval: \$ 1,232,249.00

Amount to be encumbered: \$ 1,232,249

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: 01/01/16 to 12/31/16

Has work or services on this contract commenced? ☒ Yes ☐ No

If yes, please explain: Ongoing mandated services.

### 4. Funding Source:

☒ General Fund (GEN) ☐ Grant Fund (GRT)

☐ Capital Improvement Fund (CAP)

☐ Other

Federal % 45  
State % 20  
County % 35

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:

Family Ties The contractor will provide case planning services coordinating casework, counseling, and support services for families at risk. They will also provide extensive case management services to the targeted population, including needs assessment, plan development, casework contacts, case documentations, counseling and service coordination. Family Support (homemaker): The contractor will provide a comprehensive training program to ensure the development of independent living skills in children who are either in foster care or are discharged from foster care, up to age twenty-one. This will include educational and vocational services, housing services, basic facts on money management, nutritional hints, community based services and support groups.

### 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:

CLSS16000028 \$2,122,000.00  
CLSS16000027 \$1,781,519.00  
CQSS16000078 \$ 9,310.00  
CQSS16000085 \$ 162,149.00  
CQSS16000079 \$ 24,000.00  
CQSS16000093 Pending (\$162,200.00)



# THE NEW YORK PUBLIC LIBRARY

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Telephone: MU 2-1111

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Free admission

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write to  
Director

1009 5th Ave.  
New York 17, N.Y.

The New York Public Library  
is a non-profit corporation  
incorporated in the State of New York.  
It is a member of the American Library Association.

For a complete list of the books in the collection, see the catalog.

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## 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 Dale 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.**

1/1/1

97/1/1

1/1/1

1/1/1

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E-48-16

**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: 3/1/2016

1) Bidder's/Proposer's Legal Name: Family and Children's Association

2) Address of Place of Business: 100 East Old Country Road, Mineola NY 11501

List all other business addresses used within last five years:

3) Mailing Address (if different): \_\_\_\_\_

Phone : 516-746-0350

Does the business own or rent its facilities? Both

4) Dun and Bradstreet number: 068058114

5) Federal I.D. Number: 11-3422018

6) The bidder/proposer is a (check one):        Sole Proprietorship        Partnership         
Corporation X 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: Business leases office space in corporate headquarters

8) Does this business control one or more other businesses? Yes X No        If Yes, please provide details: Affiliates with Long Island Council on Alcoholism & Drug Dependence.

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: Affiliates with Long Island Council on Alcoholism & Drug Dependence.

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).       

RECEIVED  
NASSAU COUNTY  
CLERK OF THE LEGISLATURE  
2016 MAR -2 P 12:44



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. New York State Department of Labor Claim was made against Family and Children's Association and Nassau County totaling \$226,000 for back wages related to benefit time accrued by a class of FCA/Nassau County Employees who were terminated in 2012. The claim remains unresolved.

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: NONE (D)

(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. NO CONFLICT EXISTS (D) 3/1/16

(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. NO CONFLICT EXIST (D) 3/1/16

(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. NO CONFLICT EXIST (D) 3/1/16

- 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.

SHOULD A POTENTIAL CONFLICT OF INTEREST ARISE, WE WILL CONTACT THE COUNTY AND BE GUIDED ACCORDINGLY. (D) 3/1/16





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 Nassau County Department of Social Services

Contact Person Lisa Murphy, Commissioner

Address 60 Charles Lindbergh Blvd., Suite 200

City/State Uniondale, NY 11553-3687

Telephone 1-516-227-7403

Fax # 1-516-227-7076

E-Mail Address Lisa.murphy@hhsnassaucountyny.us

=====



Company Nassau County Dept. of Social Services

Contact Person John Imhof, PhD. Commissioner

Address 60 Charles Lindbergh Blvd.

City/State Uniondale, NY 11553

Telephone 1-516-227-8519

Fax #

E-Mail Address John.Imhof@hhsnassaucountyny.us

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Company NY State Division of Justice Services

Contact Person Maura Gagan

Address New York State Division of Criminal Justice Services - Alfred E. Smith Building  
80 South Swan Street

City/State Albany, New York 12210

Telephone 1-518-485-9922

Fax #

E-Mail Address maura.gagan@DCJS.NY.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, Jeffrey L. Reynolds, 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 1st day of March 2016

Mary A. Chiz  
Notary Public

MARY A. CHIZ  
Notary Public, State of New York  
No. 01CH6163683  
Qualified in Nassau County  
Commission Expires April 2, 2019

Name of submitting business: FAMILY AND CHILDREN'S ASSOCIATION

By: Jeffrey L. Reynolds

Print name

Signature Jeffrey L. Reynolds

President/CEO

Title

03 / 01 / 2016  
Date



**E-49-16****Contract Details****SERVICE:** Article 28/31 Closure - reinvestNIFS ID #: CQHS15-000-184NIFS Entry Date: 11/18/15Term: from 1/1/15 to 12/31/16  
2015 Year Services

|                                                                          |
|--------------------------------------------------------------------------|
| New <input checked="" type="checkbox"/> 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 <input checked="" type="checkbox"/> |
| 2) Comptroller Approval Form Attached:           | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/>            |
| 3) CSEA Agmt. § 32 Compliance Attached:          | Yes <input type="checkbox"/>            | No <input checked="" type="checkbox"/> |
| 4) Vendor Ownership & Mgmt. Disclosure Attached: | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/>            |
| 5) Insurance Required                            | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/>            |

**Agency Information**

| Vendor                                                              |                                             |
|---------------------------------------------------------------------|---------------------------------------------|
| Name<br><b>PSCH, Inc.</b>                                           | Vendor ID#<br><b>11-2542430</b>             |
| Address<br><b>142-02 20<sup>th</sup> Avenue, Flushing, NY 11354</b> | Contact Person<br><b>Mr. Alan Weinstock</b> |
|                                                                     | Phone<br><b>718-559-0516</b>                |

| County Department                                             |
|---------------------------------------------------------------|
| Department Contact:<br><b>Donnie Eng</b>                      |
| Address:<br><b>60 Chas Lindbergh Blvd, Ste 200, Uniondale</b> |
| Phone:<br><b>516-227-8957</b>                                 |

**Routing Slip**

| DATE Rec'd | DEPARTMENT         | Internal Verification                                                                                                | DATE App'd (S. Signed) | SIGNATURE                   | Leg. Approval Required                                              |
|------------|--------------------|----------------------------------------------------------------------------------------------------------------------|------------------------|-----------------------------|---------------------------------------------------------------------|
|            | Department         | NIFS Entry (Dept) <input checked="" type="checkbox"/><br>NIFS Appvl (Dept. Head) <input checked="" type="checkbox"/> | 11/17/15               | <i>[Signature]</i>          |                                                                     |
|            | OMB                | NIFS Approval <input type="checkbox"/>                                                                               | 11/23/15               | <i>[Signature]</i>          | Yes <input type="checkbox"/> No <input type="checkbox"/>            |
| 11/30/15   | County Attorney    | CA RE&I Verification <input checked="" type="checkbox"/>                                                             | 12/1/15                | <i>[Signature]</i>          |                                                                     |
| 12/2/15    | County Attorney    | CA Approval as to form <input checked="" type="checkbox"/>                                                           | 12/2/15                | <i>[Signature]</i>          | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
|            | County Attorney    | NIFS Approval <input type="checkbox"/>                                                                               | 1/16/16                | <i>Concetta A. Petrucci</i> |                                                                     |
|            | County Comptroller | NIFS Approval <input type="checkbox"/>                                                                               | 1/24/16                | <i>[Signature]</i>          |                                                                     |
| 1/10/16    | County Executive   | Notarization <input type="checkbox"/><br>Filed with Clerk of the Leg. <input type="checkbox"/>                       | 1/10/16                | <i>[Signature]</i>          |                                                                     |

RECEIVED  
NASSAU COUNTY  
CLERK OF THE LEGISLATURE  
2016 FEB -4 P 2:00





# Contract Summary

**Description:**

**Purpose:** To provide comprehensive Mental Health services to mentally disabled adults, children, and their families residing in the County.

**Method of Procurement:** Service delivery is awarded in accordance with the Department's state aid authorization and County Plan which is developed by the Department in conjunction with our network of community based providers, local hospitals, consumers of mental health services and their families as required under NYS Mental Hygiene Law.

**Procurement History:** Provider is part of a County-wide network of not for profit mental health providers authorized/licensed to deliver services by the New York State Office of Mental Health (OMH) and, where applicable, in accordance with the Mental Hygiene Law and the Community Reinvestment Act.

**Description of General Provisions:** This is a multi-year contract that provides for specific funding levels as directed by the New York State Office of Mental Health, for community based mental health, mental retardation, and program services to the developmentally disabled.

**Impact on Funding / Price Analysis:** This is a 100% New York State funded program.

**Change in Contract from Prior Procurement:** none.

**Recommendation:** (approve as submitted)

## Advisement Information

| BUDGET CODES |      |
|--------------|------|
| Fund:        | GRT  |
| Control:     | 9A   |
| Resp:        | 9AX2 |
| Object:      | 511  |
| Transaction: | 103  |

| RENEWAL    |   |
|------------|---|
| % Increase | 0 |
| % Decrease |   |

| FUNDING SOURCE                            | AMOUNT           |
|-------------------------------------------|------------------|
| Revenue Contract <input type="checkbox"/> | XXXXXXXX         |
| County                                    | \$               |
| Federal                                   | \$               |
| State                                     | \$100,000        |
| Capital                                   | \$               |
| Other                                     | \$               |
| <b>TOTAL</b>                              | <b>\$100,000</b> |

| LINE         | INDEX/OBJECT CODE    | AMOUNT           |
|--------------|----------------------|------------------|
| 1            | BHGR9AX2FED/X5/DE511 | \$100,000        |
| 2            |                      | \$               |
| 3            |                      | \$               |
| 4            |                      | \$               |
| 5            |                      | \$               |
| 6            |                      | \$               |
| <b>TOTAL</b> |                      | <b>\$100,000</b> |

Document Prepared By: **Donnie Eng**

Date: **11/18/15**

| NIRS Certification                                   | Comptroller Certification                                                                                               | County Executive Approval |
|------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------|---------------------------|
| I certify that this document was accepted into NIRS. | 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>11/18/15</i>      |
| Date                                                 | Date                                                                                                                    | (For Office Use Only)     |
|                                                      |                                                                                                                         | E #:                      |

RULES RESOLUTION NO. – 201

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.

WHEREAS, the County has negotiated a personal services agreement with PSCH, Inc. to provide comprehensive Mental Health services to mentally disabled adults, children and their families, 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 PSCH, Inc.



# Nassau County Human Services Universal Budget Form

Return to Face Sheet

Contract # \_\_\_\_\_

0

Contract Name: PSCH, Inc

Program Name: On-Site Rehab - SOAR

Select Line To  
Work On Here

## Budget Summary

Work on Salary  
and Fringe

Work on Line 2

Work on Line 3

Work on Line 4

Work on Line 5

Work on Line 6

Work on Line 7

Work on Line 8

Work on Line 9

Work on Line 10

Work on Line 11

Agency  
Contribution

| Line #  | Expense type                                                    | Total \$  |
|---------|-----------------------------------------------------------------|-----------|
| 1a      | Salary                                                          | \$20,412  |
| 1b      | Fringe                                                          | \$5,103   |
| 1 Total | Personnel (Salary plus Fringe)                                  | \$25,515  |
| 2       | Consultant(s)                                                   | \$40,000  |
| 3       | Travel / Per Diem / Transportation                              | \$2,100   |
| 4       | Equipment                                                       | \$4,500   |
| 5       | Supplies                                                        | \$3,200   |
| 6       | Contractual Services                                            | \$200     |
| 7       | Rent/Utilities                                                  | \$6,256   |
| 8       | Department Specific Costs                                       | \$1,500   |
| 9       | Other Costs                                                     | \$2,224   |
| 10      | Administrative Overhead                                         | \$14,505  |
|         | Gross Expenditures (Lines 1 – 10)                               | \$100,000 |
| 11      | Revenue, Income, Agency Contribution, Matches                   | \$0       |
|         | Net Budget Total (Lines 1 – 10 minus line 11)                   | \$100,000 |
|         | Agency Contribution                                             | \$0       |
|         | Net Contract Total (Net Budget Total minus Agency Contribution) | \$100,000 |

Return to Face Sheet

Administrative Approval of Universal Budget Form: \_\_\_\_\_

Department Head Approval \_\_\_\_\_

Fiscal Approval \_\_\_\_\_

Program Head Approval \_\_\_\_\_



Nassau County Human Services  
Universal Budget Form

11/4/2015

**Universal Budget Form  
Nassau County Human Services**

**Line 1 - Personnel**

[Return to Summary Page](#)

Cost of salaries and/or wages of personnel assigned to the project

----- Contract Amount Only -----

| Staff Title/Name          | # of Staff | Explanation/Description of Function/Expense | FTE  | Salary \$ | Fringe \$ | Total \$ |
|---------------------------|------------|---------------------------------------------|------|-----------|-----------|----------|
| 330-Therapist-Recreation  | 1          | Recreational Therapist                      | 1.00 | \$7,508   | \$1,877   | \$9,385  |
| 325-Social Worker (Master | 1          | Practitioner                                | 1.00 | \$9,385   | \$2,346   | \$11,731 |
| 501-Program Director      | 1          | Program Coordinator                         | 0.25 | \$3,519   | \$880     | \$4,399  |
|                           |            |                                             |      |           |           | \$0      |
|                           |            |                                             |      |           |           | \$0      |
|                           |            |                                             |      |           |           | \$0      |
|                           |            |                                             |      |           |           | \$0      |
|                           |            |                                             |      |           |           | \$0      |
|                           |            |                                             |      |           |           | \$0      |
|                           |            |                                             |      |           |           | \$0      |
|                           |            |                                             |      |           |           | \$0      |
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|                           |            |                                             |      |           |           | \$0      |
|                           |            |                                             |      |           |           | \$0      |
|                           |            |                                             |      |           |           | \$0      |
|                           |            |                                             |      |           |           | \$0      |
|                           |            |                                             |      |           |           | \$0      |
|                           |            |                                             |      |           |           | \$0      |
|                           |            |                                             |      |           |           | \$0      |
|                           |            |                                             |      |           |           | \$0      |
|                           |            |                                             |      |           |           | \$0      |
|                           |            |                                             |      |           |           | \$0      |
| Line 1 Total              |            | n/a                                         | n/a  | \$20,412  | \$5,103   | \$25,515 |

**Notes:**

1. Personnel cost is salaries and/or wages (including base, OT, differentials, etc.) of personnel assigned to the proj



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:** PSCH, Inc.

**CONTRACTOR ADDRESS:** 142-02 20<sup>th</sup> Avenue, Flushing, NY 11354

**FEDERAL TAX ID #:** 11-2542430

---

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

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

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

The Contract was entered into after a written request for proposals was issued on \_\_\_\_\_ [date]. Potential proposers were made aware of the availability of the RFP by \_\_\_\_\_ [newspaper advertisement, posting on website, mailing, etc.]. \_\_\_\_\_ [#] of potential proposers requested copies of the RFP. Proposals were due on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] proposals were received and evaluated. The evaluation committee consisted of: \_\_\_\_\_

\_\_\_\_\_ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), 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.

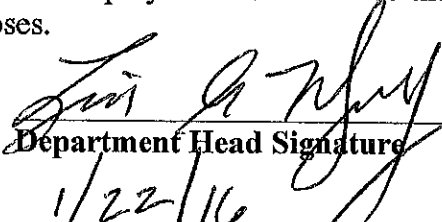
**VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services.** The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of 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  
1/22/16  
\_\_\_\_\_  
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

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

1. Name of the Entity: PSEH INC  
Address: 142-02 20th Avenue, 3rd Floor  
City, State and Zip Code: Flushing NY 11351
2. Entity's Vendor Identification Number: 11-2542430
3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture  
☐ Ltd. Liability Co ☐ Closely Held Corp Not For Profit 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.  
N/A



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 attachment.*

*Psch Clean Corp is a subsidiary that provides cleaning services to several locations of Pseth.*

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*

(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: 11.13.15

Signed: 

Print Name: Alan M. Weinstock

Title: CEO

**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.



PROMOTING  
SPECIALIZED  
CARE AND  
HEALTH

## PSCH BOARD OF DIRECTORS LIST

### Jeffrey E. Finkle, Chairperson

Odeon Capital Partners  
747 3<sup>rd</sup> Avenue, 24<sup>th</sup> Floor, Suite A  
New York, NY 10017  
212-785-1300 Work

Finance

August 20, 2008

### Marya Piotrowski, Vice Chairperson

Cardinal Health/Bindley Western  
Drug Company

Finance/Pharmaceuticals

May 14, 2008

### Howell Schrage, MD, Secretary

Psychiatrist

September 13, 2010

### Brian K. Regan, PhD, Treasurer

New York Presbyterian Healthcare  
System  
525 East 68<sup>th</sup> Street, Box 572  
New York, NY 10021  
212-746-3568 Work

VP of Quality & Patient  
Safety,  
NY-Presbyterian Hospital  
& Healthcare System

March 19, 2009

### Marc Aronstein

Beekman Investment Partners  
708 3<sup>rd</sup> Avenue, # 2500  
New York, NY 10017  
212-687-4867 Work

Managing Director/  
Private Equity Investments

September 6, 2011

### Sheldon Berman

Works from Home Address  
516-374-4417 Work

Physician

April 5, 2012

1957-1958  
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| <b>Steve Bernstein</b>                 |                                                                                                                                            |                                        |                    |
| [REDACTED]                             | Terpac Plastics International/SJBEE Corp<br>Works from Home Address<br>[REDACTED]                                                          |                                        | April 5, 2012      |
| <b>Michael Jabbour</b>                 |                                                                                                                                            |                                        |                    |
| [REDACTED]                             | Soft Illuminations, Fund for<br>Public Health NY/DOHMH<br>42-09 28 <sup>th</sup> Street<br>Long Island City, NY 11101<br>347-396-2346 Work | CEO/Partner, Senior<br>Project Manager | April 5, 2012      |
| <b>Lisa Lashley</b>                    |                                                                                                                                            |                                        |                    |
| [REDACTED]                             |                                                                                                                                            | Attorney                               | September 13, 2010 |
| <b>David Lurie</b>                     |                                                                                                                                            |                                        |                    |
| [REDACTED]                             | Hudson Insurance Group<br>100 William Street, 5 <sup>th</sup> Floor<br>New York, NY 10038<br>212-918-9993 Work                             | Attorney                               | December 1999      |
| <b>Kristina Romanzi</b>                |                                                                                                                                            |                                        |                    |
| [REDACTED]                             | 631-694-4610 Work                                                                                                                          | Office Manager/Engineering             | 1988               |
| <b>Ann Mittasch, Director Emeritus</b> |                                                                                                                                            |                                        |                    |
| [REDACTED]                             |                                                                                                                                            | Retired Entrepreneur                   | February 11, 1997  |

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# PSCH, Inc.

## List of Related Parties

7/1/2014 – 6/30/15

### Company

### Address

|                                                |                                                    |
|------------------------------------------------|----------------------------------------------------|
| Pederson krag Center, Inc.                     | 55 Horizon Drive, Huntington NY 11743              |
| Peninsula Counseling Center                    | 50 W Hawthorne Ave, Valley Stream, NY 11580        |
| AstroCare, Inc.                                | 1669 Bedford Ave. Crown Heights, NY 11225          |
| Glendale Pharmacy                              | 61 – 16 Cooper Avenue, Glendale, NY 11385          |
| Ozone Park Hud                                 | 107 - 53 78 <sup>th</sup> St. Ozone Park, NY 11417 |
| Partner for Organizational<br>Excellence, Inc. | 280 Madison Ave. Suite 202, New York, NY 10016     |
| PSCH Clean Corp.                               | 209 – 09 Jamaica Ave Queens Village, NY 11428      |



## CONTRACT FOR SERVICES

THIS AGREEMENT, dates as of \_\_\_\_\_, 201\_\_ (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement", between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Department of Human Services, Office of Mental Health, Chemical Dependency and Developmental Disabilities Services, having its principal office at 60 Charles Lindbergh Boulevard, Suite 200, Uniondale, NY 11553-3687 (the "Office"), and (ii), **PSCH, Inc.** [New York State not-for-profit corporation], having its principal office at 142-02 20<sup>th</sup> Avenue, 3<sup>rd</sup> Floor, Flushing, NY 11354 (the "Contractor").

### W I T N E S S E T H:

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

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

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

- 1) Term. The term of this Agreement shall commence on January 1, 2015 and terminate on December 31, 2016 (each calendar year included in the term of this Agreement, an "Agreement Year"), is subject to all the terms and conditions of this Agreement including that the County may terminate this Agreement and that funding for the second Agreement Year is at the sole and absolute discretion of the County.
- 2) Definitions.
  - a. "DMH" refers to the New York State Department of Mental Hygiene.
  - b. "OMH" refers to the New York State Office of Mental Health.
  - c. "OPWDD" refers to the New York State Office of People with Developmental Disabilities.
  - d. "Income" shall mean those funds available to the Contractor from any source, as payment for or reimbursement of costs associated with the provision of Services; but shall not include: funds paid by the County to the Contractor pursuant to this Agreement or for purposes other than the provision of Services, or, contributions or endowments from nongovernmental sources, intended to further the general work and purposes of the Contractor and not for specific payment of expenditures made in accordance with the Budget (as defined below) in the course of providing services.
  - e. "Consolidated Fiscal Report ('CFR')" shall mean the New York State Department of Mental Hygiene Consolidated Fiscal Report, as described in OMH CFR Manual, including all definitions, schedules and certification statements required by New York State for agencies providing services under contracts with the County.
  - f. "Mental Hygiene Law" shall mean the New York State Mental Hygiene Law rules and regulations promulgated thereunder, as amended.
  - g. "High-need Individuals" shall mean an adult who, as a result of a psychiatric disability, presents some degree of enduring danger to self or others, or who has historically used a disproportionate amount of the most intensive level of services (i.e. services from inpatient or emergency departments). A subset of this population includes individuals enrolled in an assisted outpatient program established pursuant to Section 9.60 of the Mental Hygiene Law. "High need children", as a subset of "high-need individuals", are those seriously, emotionally, disturbed children at risk of out-of-home placement.

- 3) Services. The services to be provided by the Contractor under this Agreement (the "Services") shall be as defined in the OMH CFR Manual and as detailed in the Program Narrative(s) attached hereto as Appendix A (the "Program Narrative(s)") and the other appendices and attachments to this Agreement relating to the services being provided. Services shall be rendered in accordance with the terms of this Agreement including the following:
- a. Operation.
    - i. In addition to any other provisions of this Agreement, the Contractor shall deliver the Services, including the employment of personnel, in accordance with (A) the Mental Hygiene Law, (B) the Contractor's OMH/OPWDD Operating Certificate, and (C) federal, state and local guidelines.
    - ii. The Contractor shall comply and produce and provide documents in connection with all reporting systems and requirements of governmental authorities relating to the Services provided hereunder and/or the receipt and/or disposition of funds in connection with such Services of this Agreement.
  - b. Additional Terms for the Recipients of Particular Funds. In addition to the terms and conditions set forth in the body of this Agreement before the signature page, the Contractor shall be bound by the additional terms contained in Appendices B and C:
- 4) Payment.
- a. Consideration.
    - i. First Agreement Year. The maximum amount that the County shall pay under this Agreement during the first Agreement Year (the "First Year Maximum Amount") shall not exceed **One Hundred Thousand dollars (\$100,000)** to be paid as follows:
      - 1. One third ( $\frac{1}{3}$ ) if the First Year Maximum Amount shall be paid in advance upon execution of this Agreement (the "Advance").
      - 2. Thereafter, amounts shall be payable by the County on a reimbursement basis for actual expenses incurred solely in accordance with the Budget, provided, however, that payments for recipient of CSS funding shall be further limited as set forth in Appendix B.
      - 3. Generally, on each of the last four (4) claims of the Contractor made under this Agreement, the Contractor will reduce its amount claimed by one quarter ( $\frac{1}{4}$ ) of the Advance. This recapture schedule may be modified at the Office's discretion, including, but not limited to, when and how many claims may be used to recapture the Advance. If amounts claimed are not sufficient to cover the amount of the Advance, the Contractor must submit a check to the County for the difference upon the filing of the Contractor's CFR as provided below.
    - ii. Second Agreement Year.
      - 1. The maximum amount for the second Agreement Year of this Agreement (the "Second Year Maximum Amount") shall be such an amount as the County may, in its sole and absolute discretion, make available for such second Agreement Year.
- The County shall not be obligated to make any funding available for the second Agreement Year. If funds are available and the County elects to fund this Agreement

for the second Agreement Year then the County shall notify the Contractor of the Second Year Maximum Amount. The notification will be in the form of a letter sent from the County to the Contractor and shall set forth the Second Year Maximum Amount. The Contractor must return the notification letter to the Office, countersigned, within sixty (60) days of receipt in order to accept the Second Year Maximum Amount. The parties agree that the execution of such letter by the County and the Contractor shall not constitute a binding agreement between the County and the Contractor, and the County shall not be liable for the payment of Second Year Maximum Amount, unless and until such funds have been approved by the Office and encumbered by the Comptroller. If the Contractor rejects the Second Year Maximum Amount, then this Agreement shall terminate as of the end of the First Agreement Year. If the Contractor does not advise the Office of its acceptance or rejection within the time frame stated above, then the County shall have the sole and absolute discretion of deemed the Second Year Maximum Amount rejected, this Agreement shall terminate as of the end of the First Agreement Year.

2. If the County elects not to fund this Agreement for the Second Agreement Year then the County shall send the Contractor notice of the same and this Agreement will terminate as of the date set forth in the County's notice, or if no termination date is set forth, the as of the end of the First Agreement Year.
  3. One third ( $\frac{1}{3}$ ) of the Second Year Maximum Amount, shall be paid in advance upon the execution of the funding letter by both parties.
- b. Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears, on a reimbursement basis (except as set forth below in this Section) and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (A) states with reasonable specificity the services provided and the payment requested as consideration for such services, (B) includes a statement certified by the Contractor's Executive Director (or substantially equivalent officer) that the services rendered and the payment requested are in accordance with this Agreement, (C) is accompanied by a certified statement of expenses and income for the applicable period, in a form that includes in each expense row the name of the person or entity to whom or which payment was made and the amount of the payment, and states at the bottom of the payment column the aggregate amount of all payments for which reimbursement is claimed, and (D) if requested by the Office and/or the County Comptroller or his or her duly designated representative (the "Comptroller"), is accompanied by specific documentation supporting the amount claimed and (ii) review, approval and audit of the Voucher by the Office and/or the Comptroller.
  - c. Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the Services that are the subject of the claim, and no more frequently than once a month by the tenth (10<sup>th</sup>) of the month.
  - d. Reimbursement by the Contractor Upon Loss of Funding. In addition to any other remedies available to the County, in the event that the County loses funding, including reimbursement, from the state or federal government for any Services arising out of or in connection with any act or omission of the Contractor or a Contractor Agency (i) the County will have no further obligations to the Contractor

under this Agreement and (ii) the Maximum Amount shall be reduced by the amount equal to the sum of lost funding and the County may withhold from any payment due the Contractor under any agreement, or recover from the Contractor on demand, an amount equal to the sum of lost funding.

- e. No Duplication of Payments. Payments for the work to be performed under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County. The Contractor agrees to pursue all possible sources of revenue for the Services to be provided by this Agreement.

The Contractor agree that in no event shall funds available under this Agreement, including State Aid, be used to substitute for or supplant other available aid or revenue. The funds available through this Agreement shall be the last dollars spent.

- f. Sources of Funds. The Maximum Amount is comprised of the following amounts from the following sources of funding.

| <b>Funding Source</b>                           | <b>CODE</b> | <b>2015 CONTRACT</b> |
|-------------------------------------------------|-------------|----------------------|
| Art 28 & 31 Closure – Reinvest –(On-Site Rehab) | 175A        | \$100,000            |
| <i>Total</i>                                    |             | <i>\$100,000</i>     |

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- g. Budget. The amount to be paid to the Contractor for Services shall be in accordance with the Budget Summary attached to this Agreement (the "Budget"). Amounts may be reallocated among line items in the Budget with the written approval of the Office.
- h. Proration. If the Contractor uses any services, materials or building space acquired or let pursuant to this Agreement for purposes other than providing Services under this Agreement, the costs of such services, material or space shall be prorated and only that part which is attributable to the performance of Services under this Agreement shall be claimed of, and payable by, the County.
- i. Accounting. Within 120 days following the end of each Agreement Year, unless otherwise extended by the OMH, the Contractor shall file with the Office a CFR certifying all expenditures and income for the previous Agreement Year. Any and all unexpended funds remaining on December 31<sup>st</sup> of an Agreement Year shall be repaid to the County simultaneously with the filing of the CFR for that Agreement Year. In the event that this Agreement is terminated prior to December 31<sup>st</sup> of the Agreement Year, the Contractor shall provide the Office with a complete accounting up to the date of termination of all monies received under this Agreement, which accounting shall be in accordance with the schedule and documentary requirements specified by the Office, and the Contractor shall refund to the County, on the date final accounting papers are submitted, any unexpended balance remaining as of the time of termination. Funds for one Agreement year shall not be applied to or utilized for a different agreement year.
- j. Reconciliation and No Rollover of Funds. On or before the last day of the third (3<sup>rd</sup>) month following the end of each Agreement Year and the termination of this Agreement, the Contractor shall file with the Office, induplicate, certified reconciliation reports which shall in each case include a complete accounting of all monies received and expenditures made during the term of this Agreement. Any funds remaining unexpended shall be paid simultaneously with the filing of the reconciliation report. Funds for one Agreement year shall not be applied to or utilized for a different agreement year.
- k. Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for service that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.
- l. Short Agreement Year. The Maximum Amount and, if applicable, Budget, are based upon a full 365 day calendar year. The Maximum Amount and amount payable with respect to any Budget shall be reduced pro rate to reflect that portion of a calendar year during which this Agreement is not effective.
- m. Additional Payment Provisions. The following provisions shall also govern payment with respect to the items to which they relate:
  - i. The Contractor shall not be paid for any Services provided if a Law requires that an operating certificate or similar authorization from an instrumentality of the State be issued before such Services can legally be provided and the Contractor does not possess such certificate or authorization.

- ii. The County may delay any payment due under this Agreement until such time as the Contractor has submitted to the County or other applicable government authority, including OMH and/or OPWDD, all fiscal and programmatic reporting deliverables which are then due.
  - iii. The Contractor shall, as is consistent with good and prudent business judgment, pursue and maximize all sources of income available to itself or for and on behalf of its clients, including interest on deposits. The Contractor shall, as necessary and appropriate, seek any possible income on behalf of each client unable to apply on their own behalf. The Contractor shall encourage and assist each client to apply for income to which they are entitled.
  - iv. Funding for this Agreement is contingent in part upon the availability of New York State funds for this purpose. If subsequent to the execution of this Agreement additional New York State funds are made available to the County and the County appropriates funds for this purpose, the County may allocate to the Contractor a portion of these additional funds, subject to the approval of funding by the Office and encumbrance of funds by the Comptroller. Payments to the Contractor of such additional allocation, if any, shall be made on a reimbursement basis for amounts actually expended in accordance with the terms and conditions of this Agreement.
- 5) Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contract 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, corporation and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).
- 6) No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.
- 7) Compliance with Law.
  - a. Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, a living wage, disclosure of information, agency financial controls disclosure, and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendices EE attached hereto and with the County's vendor registration protocol. In addition, if the Contractor is a not-for-profit corporation, by executive this Agreement, the Contractor certified that it has completed, executed and submitted to the Comptroller an Agency Financial Controls Questionnaire. 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 1-20006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor Agrees as follows:
    - i. Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;

- ii. Failure to comply with the Living Wage Law, as amended, constitutes a material break of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
    - iii. It shall be a continuing obligation of the Contractor to inform the County or any material changes in the content of its certification of compliance and shall provide to the County any information necessary to maintain the certification's accuracy.
  - 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 Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.
  - d. Protection of Client Information. The Contractor shall, and shall cause Contractor Agents to, safeguard the confidentiality of all school age and pre-school student records in accordance with the Family Education Rights and Privacy Act of 1974, the Health Insurance Portability and Accountability Act of 1996 (as such is and shall be amended from time to time), and the rules and regulations promulgated thereunder, and the Business Associate Agreement attached hereto as Exhibit A. The Contractor shall comply with Section 33.12 of the Mental Hygiene Law (governing confidentiality). The provisions of this Section shall survive the termination of this Agreement and any break of these provisions shall be cause for immediate termination of this Agreement.
- 8) Minimum Service Standard. The provisions of this Section shall survive the termination of this Agreement. Regardless of whether required by Law and in addition to any other applicable provisions of this Agreement:
- a. The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.
  - b. The Contractor shall deliver Services under this Agreement, including, without limitation, the provision of mental health/mental health retardation and developmental disabilities services to clients, in accordance with the highest professional standards of quality in the field of mental health, mental retardation and developmental disabilities. The Contractor shall take all action necessary or appropriate to meet the obligation described in the immediately preceding sentence.

The Contractor agrees to employ appropriate psychiatric, medical, professional, non-professional and administrative personnel in accordance with the Office, OMH, OPWDD policies and standards to conduct the regular program of the Contractor; and further, to maintain and retain professional and clinical records in accordance with Office policy including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all licenses, certifications, and approvals ("Approvals") necessary or appropriate in connections with this Agreement.

- c. The Contractor shall establish mechanisms to ensure priority access by individuals referred to the Contractor who are: (i) high-need individuals (as defined below), (ii) enrolled in the Assisted Outpatient Treatment Program established pursuant to Section 9.60 of the Mental Hygiene Law, (iii) referred by the Nassau County Single Point of Entry for Adults and/or the Single Point of Accountability for Children. The Contractor shall cooperate with the Office and its duly designated representatives in ensuring priority access by such individuals, and in the development, review and implementation of recovery oriented treatment/community services plans for such individuals. Any and all related information, reports and data which may be requested by the Office, the OMH or the OPWDD, shall be furnished by the Contractor.
- d. The Services shall also include, but not be limited to, and shall be rendered in accordance with, the following:
- i. The planning of recovery oriented treatment services according to acceptable medical and professional standards for effective services to the greatest number of citizens without delay;
  - ii. The rendering of services to adults and children under appropriate professional direction;
  - iii. Services of a professional staff which shall be integrated through meetings and conference for the planning of care of all individuals within the area of responsibility of the Contractor;
  - iv. Consultant services to other County departments, community agencies, and other appropriate groups to facilitate care of the mentally disabled within the areas of responsibility assigned to the Contractor;
  - v. The conduct of outreach efforts for priority groups as established by the OMH, the OPWDD, and the Office;
  - vi. Participation in all efforts to coordinate and cooperate with all providers of services to the mentally disabled by the County, OMH and the OPWDD, in accordance with designated regions or countywide responsibilities assigned to the Contractor by the Office, including the preparation of suitable written agreements reflecting such participation, which agreements shall be subject to the approval of the Office.
  - vii. The maintenance of appropriate records of diagnosis, recovery oriented treatment and community support services of all individuals under care, which records shall provide sufficient material to evaluate services in accordance with the OMH, OPWDD and County policies;
  - viii. The maintenance and furnishing of statistical data and periodic reports to the Commissioners of the appropriate offices of the OMH and OPWDD under Section 5.03 of the Mental Hygiene Law and to the Commissioner of the Office (the "Commissioner").
  - ix. Neither the Contractor nor any of its staff members shall serve private patients utilizing any funding provided to the Contractor under this Agreement. In addition, the Contractor shall not refer applicants for Services under this Agreement to any member of the Contractor staff for private treatment. In addition, no patient applying for or currently receiving Services from the Contractor may be referred to a private practice setting in which a Contractor staff members shares a board, fiduciary or professional arrangement, including private group practices, professional corporations or other for-profit entities providing any kind of behavioral health care services, including mental health evaluation and counseling, inpatient and residential care or vocational services.



- x. All material distributed through print or electronic media by the Contractor shall include a written statement of acknowledgement reciting: "A funded agency of the Nassau County Department of Human Services, Office of Mental Health, Chemical Dependency and Developmental Disabilities and the New York State Department of Mental Hygiene".
- xi. The Contractor shall (i) Staff a sufficient number of multi-lingual direct service workers to provide needed services to non-English speaking populations eligible to attend program or demonstrate regular, on-going recruitment efforts to hire sufficient numbers of multi-lingual direct services workers, and (ii) Provide, at least on an annual basis, relevant cultural diversity training for staff sensitivity to the cultural and ethnic background of the consumer population it serves.
- e. Collect and report data regarding the clients served. Such data shall be in the form and contain client-specific information set forth by the Department and shall include without limitation demographic data, the kind of services provided and the duration and outcome of those services.

9) Indemnification; Defense; Cooperation.

- a. The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Office and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for the portion, if any, of a Loss that is caused by the negligence of the County.
- b. The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.
- c. The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Office in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or Contractor Agent in connection with this Agreement.
- d. The provisions of this Section shall survive termination of this Agreement.

10) Insurance.

- a. Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than 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 Contractor's employees ("Worker's Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.
- b. Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.
- c. Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Office. Not less than thirty (30) days prior to any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Office of the same and deliver to the Office renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take, or omit to take, any action that would suspend or invalidate any of the required coverage. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverage 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/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 Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

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

- b. By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations, and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the Commissioner or other head of the Office (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty (60) days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Office (the "Applicable DCE") on the same day that notice is given to the Commissioner.
- c. Contractor Assistance Upon Termination. IN connection with the termination or impending termination of this Agreement the Contractor shall, when required by New York State Law, submit a Prior Approval Review application to the OMH indicating the closure of the program and providing all information required by the OMH. Additionally, regardless of the reason for termination, the Contractor shall assist the County in transitioning the Contractor's responsibilities and shall take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement), including ensuring the proper care and referral of individuals to other suitable agencies and programs and the adequate disposition of records.

13) Accounting Procedures; Records.

- a. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, including supporting documentation, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement, and the receipt and use of funds in connection herewith. Records shall be maintained separately for each OMH defined Service provided under this Agreement in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular 1-122, "Cost Principles for Non-Profit Organizations." Such records shall at all times be available for audit and inspection by the County Comptroller or his or her duly designated representative (the "Comptroller"), the Office, 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 "Authorized Persons").

- b. The Contractor shall furnish any and all Records concerning the Services which an Authorized Person may request, in such manner as the Authorized Person may prescribe, including, but not limited to, those relating to individual client specific services, and statistical, administrative and fiscal operations carried out under this Agreement. Any request for clinical records from Persons authorized pursuant to Section 33.13 or 33.16 of the Mental Hygiene Law, regarding individuals who are the subject of, or under consideration for, a petition for an order authorizing Assisted Outpatient Treatment, shall be given priority attention and responded to without delay.
- c. The Contractor shall comply with the requirements for the reporting to the OMG of reportable incidents according to the mandates of Part 524 of the Codes, Rules and Regulations of the State of New York, and shall deliver a copy of each super report to the Office.
- d. Audit Requirement for Recipients of Federal Block Grant Funds.
  - i. An audit shall be conducted, field work shall be documented, and audit report(s) shall be prepared in such a way that all requirement included in federal legislation, regulations and guideless which are applicable to the auditing of Block Grand expenditures on subrecipient level are followed to the satisfaction of OMH and the federal Department of Health and Human Services ("DHHS"). All applicable current federal requirements, as well as those additional requirements which may be issued and go into effect prior to or during the conduct of the audit, must be followed by the auditors. Applicable requirements include, but are not limited to the following:
    - 1. Provisions of the Single Audit Act Amendments of 1996 (31 USC Chapter 75), as amended.
    - 2. All material terms and conditions of Block Grant regulations and guidelines.
    - 3. GAO Standards for Audit of Governmental Organizations, Programs, Activities, and Functions (1988 revisions), as amended.
    - 4. The provisions of the Office of Management and Budget Circular A-133 (62 FR 35278) for local governments, as amended, and
    - 5. The audit provisions of the Single Audit Act Amendments of 1996 (31 USC Chapter 75), as amended for local governments that receive less than \$300,000 in federal funds and elect not to have a single federal audit pursuant to Circular A-133.
  - ii. Issuance of Audit Report(s). A single auditor's report, or a group of auditors' reports, accompanied by Block Grant financial statements, shall be issued by the auditors in a format that will meet all applicable federal standards and regulations which apply to audit reports in general and Block Grant audits in particular.
  - iii. Performance of All Necessary Follow-up Work. Upon review of the audit report(s), either the OMH or DHHS may determine that the audit work performed and/or the report(s) issued are deficient in meeting one or more of the federal requirements governing the auditing of the Block Grant. In the event that any such deficiencies exist, they shall be brought to the attention of the Contract who shall, thereupon, be responsible to correct the deficiencies in such a way as to comply with any or all federal requirements which the original work failed to satisfy. All additional work required shall be undertaken and accomplished by the auditor in

such a way that all applicable federal requirements will be followed to the satisfaction of the OMH and DHHS.

- iv. The compliance and financial audit report shall include a separate financial schedule for Block Grant funds, including budgeted and claimed costs by program as delineated in the Contractor's budget. The schedule must include budgeted and claimed gross costs, revenues, and net costs, and a statement reciting that the schedule fairly presents the revenues generated and expenses incurred under this Agreement.
  - v. The funding source and actual expense of this compliance and financial audit shall be indicated on the Budget. These costs may be paid out of payments to the Contractor under this Agreement.
- e. The provisions of this Section shall survive the termination of this Agreement.

14) Acquisition of Equipment, Supplies and Materials; Inventory.

- a. The Contractor shall purchase only the equipment, supplies, and materials ("Equipment") set forth in the Budget. The Contractor shall comply with the following requirements in its purchases of Equipment:
  - i. If the purchase is for less than \$500, the Contractor will select a reliable vendor at a reasonable price.
  - ii. If the purchase is for an amount of \$500 - \$5,000, the Contractor shall obtain at least three quotes. Telephone quotes may be solicited for purchased up to \$1,500 as long as the successful quote is in writing. Additional, if the purchase is over \$1,500, the Contractor shall obtain the written approval of the County prior to purchase.
  - iii. If the purchase is for an amount greater than \$5,000, the Contractor shall make a good faith effort to obtain at least five written bids, and shall enter into a written contract with the successful bidder.
  - iv. The Contractor shall not be required to select in all cases the lowest quote or bid if it determined there is a good commercial reason not to do so. Nothing herein shall grant any party submitting a quote or bid any legal right to remedy if the Contractor does not purchase from such party.
- b. Title to all Equipment purchased with funds paid under this Agreement shall vest in the County and the Equipment shall not be disposed of without the prior written approval of the County.
- c. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, a complete and accurate inventory (the "Inventory") of the Equipment. The Inventory shall describe the Equipment with reasonable specificity so that the Equipment can be readily identified. The Inventory shall at all times be available for audit and inspection by the Authorized Persons.
- d. Together with the Contractor's CFR the Contractor shall file a final Inventory. The Contractor shall dispose of the Equipment in accordance with instructions of the County.
- e. The provisions of this Section shall survive the termination of this Agreement.

- 15) Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:
- a. Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Office and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions or inactions preceded the Contractor's action or special proceeding against the County.
  - b. Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or 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.
- 16) Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work and provision of Services in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.
- 17) Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims and/or actions with respect to this Agreement shall be in the Supreme Court, Nassau County, New York 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.
- 18) 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 Office, to the attention of the Commissioner at the address specified above for the Office, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Office) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or to such other person or address as shall be designated by written notice.
- 19) All Legal Provisions Deemed Included; Severability; Supremacy.
- a. Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this

Agreement for purposes of interpretation and (ii) upon the application of either party, this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

- b. In the event any Agreement provision 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 the terms contained in any schedule, exhibit, appendix, or attachment to this Agreement, then the terms and conditions set forth above the signature page shall control. To the extent possible, all 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 construction of this Agreement occurs, it shall not be construed against either party as drafter.

20) 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.

21) This Agreement represents the full and entire understanding and agreement between the parties regarding the subject matter hereof and supersedes all prior agreements (written and/or oral) of the parties relating to the subject matter of this Agreement.

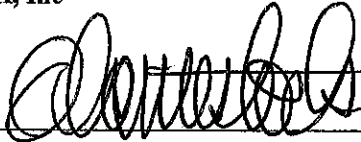
22) Executory Clause. Notwithstanding any other provision of this Agreement:


- 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 New York State and/or federal governments, then beyond funds available to the County from the New York State and/or federal governments.

23) Third Party Beneficiary. The County and the Contractor acknowledge and declare that the OMH is a third party beneficiary to this Agreement, and, may enforce the rights of any party hereunder. No other Person is a third party beneficiary to this Agreement.

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

PSCH, Inc

By: 

Name: ALAN M. Wei 

Title: CEO

Date: 11.13.15

NASSAU COUNTY

By: \_\_\_\_\_

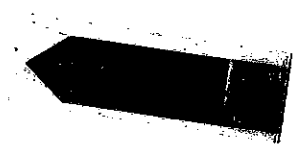
Name: \_\_\_\_\_

Title: County Executive

☐ Title: Chief Deputy County Executive

☒ Title: Deputy County Executive

Date: \_\_\_\_\_



PLEASE EXECUTE IN BLUE INK



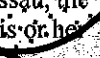
ss.:  
COUNTY OF NASSAU )

*Jennifer Wortmann*  
JENNIFER WORTMANN  
Notary Public - State of New York  
0123456789

**NOTARY PUBLIC**

)ss.:  
 COUNTY OF NASSAU )

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and his or her



**NO ABRIZE**

**NOTARY PUBLIC**

Exhibit A  
BUSINESS ASSOCIATE ADDENDUM

This addendum ("Addendum") is effective as of the effective date of the Agreement (as such term is defined below) and amends and is made part of an agreement (as the same may be amended, modified, or supplemented, including, without limitation, by this Addendum, the "Agreement") by and between PSCH, Inc. (the "Contractor") and Nassau County, a New York municipal corporation, acting on behalf of the County Department of Human Services (collectively, the "County"). The County, and the Contractor mutually agree to modify the Agreement to incorporate the terms and conditions of this Addendum to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, as amended, and its implementing regulations (45 C.F.R. Parts 160-164) (collectively, "HIPAA").

WITNESSETH:

WHEREAS, the County wishes to allow the Contractor to have access to Protected Health Information ("PHI"), including but not limited to, Electronic Protected Health Information ("EPHI") which is either provided to the Contractor by the County, or received, viewed, or created by the Contractor on behalf of the County in the course of performing the Services hereinafter set forth;

WHEREAS, the Contractor requires access to such PHI and EPHI to effectively perform the Services;

WHEREAS, the County is required by the Privacy and Security Rules promulgated pursuant to HIPAA to have a written agreement with the Contractor with respect to the use and disclosure of PHI and EPHI; and

WHEREAS, the parties desire to enter into this Addendum to set forth the terms and conditions pursuant to which PHI and EPHI will be handled by the Contractor and certain third parties, as applicable, during the duration of the Agreement of which it is a part, and upon that Agreement's termination, cancellation, expiration, or other conclusion.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt of which is hereby mutually acknowledged, the parties hereby agree as follows:

**1. DEFINITIONS**

1.1 Capitalized terms used, but not otherwise defined, in this Addendum shall have the meaning set forth in HIPAA at 45 CFR §§160.103, 164.103 and 164.501.

1.2 Designated Record Set. "Designated Record Set" shall have the meaning set forth in 45 C.F.R. §164.501.

1.3 Electronic Protected Health Information. "Electronic Protected Health Information" or "EPHI" shall have the meaning set forth in 45 C.F.R. § 160.103.

1.4 HHS. "HHS" shall mean the U.S. Department of Health and Human Services, or any successor agency thereto.

1.5 Individual. "Individual" shall have the same meaning as the term "individual" set forth in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

1.6 Privacy Officer. "Privacy Officer" shall have the meaning set forth in 45 C.F.R. §164.530(a)(1).

1.7 Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information provided at 45 CFR Part 160 and Part 164.

1.8 Protected Health Information or PHI. "Protected Health Information," or "PHI" shall have the same meaning as the term "protected health information" set forth in 45 CFR § 160.103.

1.9 Required by Law. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR §164.103.

1.10 Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee, or their respective successors.

1.11 Security Incident. "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system.

1.12 Security Rule. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 160 and Part 164.

1.13 Standard Transactions. "Standard Transactions" shall have the meaning set forth in 45 C.F.R. §162.103.

## **2. PERMITTED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION BY THE CONTRACTOR**

2.1 Use and Disclosure to Provide the Services to the Contractor. The Contractor provides or will provide to, for, or on behalf of the County certain services (the "Services"), which Services require the use and/or disclosure of PHI pursuant to and as described in the Agreement, of which this Addendum is made a part. Except as otherwise expressly provided herein, the Contractor may use or disclose PHI in relation to such Services only as necessary to comply with applicable state and federal laws and to satisfy its obligations hereunder, as long as such use or disclosure of PHI would not violate (a) the Privacy Rule if done by the County and (b) any other applicable federal or state law which imposes requirements of confidentiality on the use and/or disclosure of PHI more stringent than those imposed by the Privacy Rule ("Other Legal Requirements").

If there shall exist any conflict between the requirements of the Privacy Rule and the Other Legal Requirements, the Contractor shall comply with both, to the extent possible, and otherwise with the more stringent requirements. All other uses or disclosures of the PHI not expressly authorized herein are strictly prohibited.

2.2 Use and Disclosure for Management and Administration Purposes. In addition to the uses and disclosures described above, the Contractor may:

a. use PHI for management and administration purposes and to satisfy any present or future legal responsibilities of the Contractor provided that such uses are permitted under applicable state and federal laws;

b. disclose PHI in its possession to third parties for management and administration purposes and to satisfy any present or future legal responsibilities of the Contractor, provided that the Contractor shall represent to the County, promptly in writing, that: (i) the disclosures are Required by Law, or (ii) the Contractor has obtained from the third party written assurances regarding its confidential handling of such PHI as required under 45 C.F.R. §164.504(e)(4). For such written assurances to be satisfactory, they must bind the third party to:

*i) maintain the confidentiality of PHI in its possession and limit the use and/or disclosure of such PHI to the purposes for which the Contractor disclosed the PHI to the third party, unless otherwise Required by Law; and*

*ii) immediately notify the Contractor (who shall immediately notify the County) of any instance in which the third party learns of any unauthorized use and/or disclosure of such PHI.*

### **3. RESPONSIBILITIES OF THE CONTRACTOR WITH RESPECT TO PHI**

3.1 Contractor's Responsibilities. With respect to any use and/or disclosure of PHI, the Contractor hereby agrees that it shall:

a. use and/or disclose PHI only as permitted or required by this Addendum, as required by the Privacy Rule, or as otherwise Required by Law;

b. implement comprehensive procedures for mitigating any harmful effects from any unauthorized use and/or disclosure of PHI by the Contractor, its agents or subcontractors;

c. report to the County's designated Privacy Officer, in writing, any use and/or disclosure of PHI which is not authorized hereunder of which the Contractor becomes aware or has knowledge within one (1) day of the Contractor's discovery of such unauthorized use and/or disclosure. The Contractor's report of such unauthorized use and/or disclosure shall specify at least: (i) the nature of the unauthorized use and/or disclosure; (ii) the specific PHI that was disclosed; (iii) the party responsible for making the unauthorized use and/or disclosure; (iv) what, if any, actions the Contractor has taken or will take to limit the extent of the unauthorized use(s) and/or disclosure(s), and to mitigate the damage resulting therefrom; (v) what, if any, corrective actions the Contractor has or will take to prevent further unauthorized uses and/or disclosures; (vi) when such corrective measures will be taken (if they have not already been completed), and, as applicable, an explanation of why they have not already been completed; and (vii) provide the County with any other information it reasonably requests;

d. develop, implement, maintain and utilize appropriate administrative, technical, and physical safeguards, in compliance with the Social Security Act § 1173(d) (42 U.S.C. § 1320d-2(d)), the Privacy Rule, and any other regulations now in effect or later issued by HHS which implement HIPAA, to preserve the integrity and confidentiality, and to prevent unauthorized use and/or disclosure, of PHI;

e. require any of its subcontractors and/or agents that receive, use, or have any access to PHI, as authorized by this Addendum, to enter into a written agreement, which agreement shall contain provisions substantially similar to this Addendum, to comply with the same obligations and restrictions as are required of the Contractor hereunder;

f. provide the Secretary of HHS with access to all records, books, agreements, policies, and procedures relating to the use and/or disclosure of PHI for compliance investigations;

g. within ten (10) days of receipt of a written request, provide the County with access to all records, books, agreements, policies, and procedures relating to the use and/or disclosure of PHI for purposes of enabling the County to determine the Contractor's compliance with the terms of this Addendum. Such access shall be at the Contractor's place of business during normal operating hours;

h. within five (5) days of receipt of a written request from the County, provide the County with such information as is requested to permit it to respond to a request by an Individual for an accounting of disclosures of all PHI related to the Individual;

i. subject to Section 7.4 below, within thirty (30) days of the earlier of the termination of the Agreement or this Addendum, return to the County or destroy all PHI in its possession. The Contractor shall not retain any copies of such information in any form; and

j. disclose to its subcontractors, agents, and any other third parties, and request from the County, only the minimum PHI necessary to conduct or fulfill a specific function authorized hereunder.

3.2 Responsibilities of the Contractor with Respect to Access, Amendment, Restrictions, and Accounting of Disclosures of PHI. The Contractor hereby agrees to do the following with respect to providing access to PHI, amending inaccuracies contained in PHI, restrictions regarding PHI, and accounting for disclosures of PHI in its possession:

a. at the request of, and in the time and manner designated by the County, provide access to any PHI contained in a Designated Record Set to the County or to the Individual who is the subject of such PHI or his or her authorized representative, as applicable, to satisfy a request for inspection and/or copying under 45 C.F.R. § 164.524;

b. at the request of, and in the time and manner designated by the County, make any amendment(s) that the County so directs, or permit the County access to amend, any portion of the PHI pursuant to 45 C.F.R. § 164.526 to allow the County to comply with the Privacy Rule;

c. at the request of, and in the time and manner designated by the County, comply with any restrictions that the County has agreed to adhere to with regard to the use and disclosure of PHI of any Individual that materially affects and/or limits the uses and disclosures which are otherwise permitted; and

d. record each disclosure that the Contractor makes of PHI for the County to respond to an Individual's request for an accounting in accordance with 45 C.F.R. § 164.528. Such record shall include, but not be limited to: (i) the date of disclosure; (ii) the name and address of the Individual or organization to whom the disclosure was made; (iii) a description of the PHI disclosed; and (iv) a statement of the purpose for the disclosure (collectively the "disclosure information"). If the Contractor makes multiple disclosures of PHI to the same person or entity for a single purpose, the Contractor may provide: (i) the disclosure information for the first disclosure; (ii) the frequency, periodicity, or number of these repetitive disclosures; and (iii) the date of the last of these repetitive disclosures. Such disclosure information must be kept by the Contractor for a period of not less than six (6) years from the date of disclosure.

#### **4. RESPONSIBILITIES OF THE COUNTY WITH RESPECT TO PHI**

4.1 Responsibilities of the County. With respect to any use and/or disclosure of PHI, the County hereby undertakes to do the following to the extent material to the PHI held by the Contractor:

a. inform the Contractor of any changes in the County's Notice of Privacy Practices (the "Notice"), which the County provides to Individuals pursuant to 45 C.F.R. § 164.520, and provide the Contractor a current copy of such Notice and a copy of all updated versions thereof prior to their effective date;

b. inform the Contractor of any changes in, or withdrawal of, any relevant authorization provided to the County by Individuals pursuant to 45 C.F.R. § 164.508, which impact the Contractor under the Agreement;

c. inform the Contractor of any applicable decisions made by any Individual to opt-out of allowing his or her PHI to be used for fundraising activities of the County pursuant to 45 C.F.R. §164.514(f), which impact the Contractor under the Agreement; and

d. notify the Contractor, in writing, of any arrangements permitted or required under 45 C.F.R. parts 160 and 164, which impact the use and/or disclosure of PHI by the Contractor under the Agreement, including, but not limited to, restrictions on use and/or disclosure of PHI as provided for in 45 C.F.R. §164.522 agreed to by the County.

4.2 Responsibilities of the County with Respect to Access, Amendment, Restrictions and Accounting of Disclosures of PHI. The County hereby agrees to do the following regarding access to PHI, amendments to inaccuracies contained in PHI, and restrictions regarding PHI in the Contractor's possession, to the extent material to the PHI held by the Contractor:

a. notify the Contractor, in writing, of any PHI that the County seeks to make available to an Individual pursuant to 45 C.F.R. § 164.524 and the time, manner, and form which the Contractor shall provide such access;

b. notify the Contractor, in writing, of any amendment(s) to PHI in the possession of the Contractor that the Contractor shall make and inform the Contractor of the time, form, and manner in which such amendment(s) shall be made; and

c. notify the Contractor, in writing, of any restrictions that the County has agreed to adhere to with regard to the use and disclosure of PHI of any Individual that materially affects and/or limits the uses and disclosures which are otherwise permitted.

## **5. RESPONSIBILITIES OF THE CONTRACTOR WITH RESPECT TO EPHI**

5.1 The Contractor's Responsibilities. With respect to any use and/or disclosure of EPHI, Contractor agrees that it shall:

a. implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Contractor creates, receives, maintains, or transmits on behalf of the County. Contractor shall be responsible for ensuring that such safeguards are adequate to comply with the requirements of the Security Rule.

b. ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.

c. report to the County, in writing, any Security Incident within three (3) business days of becoming aware of such Security Incident. Without limiting the foregoing, the Contractor shall report to the County regarding whether such Security Incident has resulted in a breach of the Security Rule.

d. upon the County's request, provide the County with immediate access to the Contractor's security systems and programs in order for the County to investigate any Security Incident or to audit the Contractor's security systems and programs. The Contractor acknowledges that the County has the right, but not the obligation, to access and audit the Contractor's security systems and programs.

e. provide the Secretary of HHS with access to all records, books, agreements, policies and procedures relating to the use and/or disclosure of EPHI for compliance investigations.

f. within ten (10) days of receipt of a written request, provide the County with access to all records, books, agreements, policies and procedures relating to the use and/or disclosure of EPHI for purposes of enabling the County to determine the Contractor's compliance with the terms of this Agreement. Such access shall be at the Contractor's place of business during routine operating hours.

## **6. COMPLIANCE WITH STANDARD TRANSACTIONS**

6.1 Compliance with Standard Transactions by the Contractor. If the Contractor conducts in whole or in part Standard Transactions for or on behalf of the County, the Contractor shall:

a. comply and require all subcontractors and agents of the Contractor to comply with each applicable requirement of 45 C.F.R. Part 162; and

b. not enter into, or permit its subcontractors or agents to enter into, any trading partner addendum or agreement in connection with the conduct of Standard Transactions for or on behalf of the County that:

- i) alters the definition, data condition, or use of any data element or segment in any Standard Transaction;
- ii) adds any elements or segments to the maximum defined data set;
- iii) uses any code or data element that is marked "not used" in the Standard Transaction's specifications for execution or is not in the Standard Transaction's specifications for execution; or
- iv) changes the meaning or intent of the Standard Transaction's specifications for implementation.

## **7. TERMS AND TERMINATION**

7.1 Term. This Addendum shall become effective as of the date first indicated above, and shall continue in effect until all of the PHI provided by the County to the Contractor, or created or received by the Contractor on behalf of the County, is destroyed or returned to the County, and all other obligations of the parties have been met, unless terminated by the County as provided in Section 7.2. If it is infeasible to return or destroy such PHI, then such PHI shall continue to be protected as set forth in Section 7.4.

7.2 Termination by the County. As provided for under 45 C.F.R. §§ 164.504(e)(2)(iii) and 164.314(a)(2)(i), the County may (a) exercise its rights under Section 7.3 below or (b) immediately terminate the Agreement if the County, in its sole discretion, determines that the Contractor has breached a material term of this Addendum. The County may exercise such right to terminate the Agreement by providing the Contractor with written notice of its intent to terminate specifying the material breach of the Agreement that provides the basis for termination. Such termination will be effective immediately, unless another date is specified in such notice.

7.3 Opportunity to Cure. As provided for under 45 C.F.R. § 164.504(e)(2)(iii) and notwithstanding Section 7.2 hereof, the County may terminate the Agreement, after notice and opportunity to cure as herein provided, if the County, in its sole discretion, determines that the Contractor has unintentionally breached a material term of this Addendum. If the County decides to provide an opportunity to cure in such case, it shall: (a) provide the Contractor with written notice of the existence of an alleged material breach; and (b) afford the Contractor an opportunity to cure the alleged material breach. Failure to cure within fourteen (14) days shall constitute grounds for the immediate termination of the Agreement by the County.

7.4 Effect of Termination. Upon the termination, cancellation, or any other conclusion of the Agreement, the Contractor shall, if feasible, return to the County or destroy all PHI, in whatever form or medium, pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(I), including, but not limited to, PHI in the possession of its subcontractors and/or agents, within thirty (30) days of the effective date of the termination, cancellation, or other conclusion of the Agreement.

a. Once all PHI in the Contractor's possession or control, including, but not limited to, PHI in the possession or control of its subcontractors and/or agents, has been returned to the County or destroyed, the Contractor shall provide a written certification to the County regarding the return or destruction of such PHI within such thirty (30) day period. Such certification shall be relied upon by the County as a binding representation; and

b. if the Contractor believes that return or destruction of PHI in its possession and/or in the possession of its subcontractors or agents is infeasible, the Contractor shall notify the County of such infeasibility in writing. Said notification shall include, but not be limited to: (i) a statement that the Contractor has, in good faith, determined that it is infeasible to return or destroy the PHI in its possession and/or in the possession of its subcontractors or agents, as applicable, (ii) identification of the PHI that the Contractor believes it is infeasible to return or destroy, and (iii) the specific reasons for such determination. In addition to providing such notification, the Contractor shall certify within such thirty (30) day period that it will and will require its subcontractors or agents, as applicable, to limit any further uses and/or disclosures of such PHI to the purposes that make the return or destruction of the PHI infeasible.

## **8. INDEMNIFICATION**

8.1 Indemnity. The Contractor agrees to indemnify and hold harmless the County and any of its affiliates, officers, directors, employees, attorneys, or agents (collectively, "Indemnitees") from and against any claim, cause of action, liability, damage, cost, or expense, including attorneys' fees and court or proceeding costs, and the fees and costs of enforcement of the indemnification rights provided herein, arising out of or in connection with any non-permitted or violating use or disclosure of PHI or other breach of this Addendum by the Contractor or any subcontractor, agent, person, or entity under the Contractor's control.

8.2 Control of Defense. If any Indemnitees are named a party in any judicial, administrative, or other proceeding arising out of or in connection with any use or disclosure of PHI by the Contractor or any subcontractor, agent, Individual, or organization under the Contractor's control, and such use or disclosure of PHI was not permitted by this Addendum, then any Indemnitee shall have the option at any time either: (i) to tender defense to the Contractor, in which case the Contractor shall provide qualified attorneys, consultants, and other appropriate professionals to represent the Indemnitee's interests at the Contractor's expense, or (ii) undertake its own defense, choosing the attorneys, consultants, and other appropriate professionals to represent its interests, in which case the Contractor shall be responsible for and pay the fees and expenses of such attorneys, consultants, and other professionals.

8.3 Control of Resolution. The Indemnitees shall have the sole right and discretion to settle, compromise, or otherwise resolve any and all claims, causes of actions, liabilities, or damages against them, notwithstanding that the Indemnitees may have tendered their defense to the Contractor. Any such resolution will not relieve the Contractor of its obligation to indemnify the Indemnitees under this Section.

## **9. CONFIDENTIALITY**

This Addendum does not affect any other obligations in the Agreement to the extent not inconsistent herewith or not involving the confidentiality, use, or disclosure of PHI. This Addendum, however, does supercede all other obligations in the Agreement to the extent they are inconsistent herewith and involve the confidentiality, use, or disclosure of PHI.



## 10. MISCELLANEOUS

10.1 Survival. The respective rights and obligations of the Contractor and the County under the provisions of Sections 3, 4, 5, 7.4, and 8, solely with respect to PHI the Contractor retains in accordance with Section 7.4 because it is not feasible to return or destroy such PHI, shall survive the termination of the Agreement indefinitely. In addition, Section 9 shall survive termination of this Addendum indefinitely, notwithstanding whether the Contractor retains PHI in accordance with Section 7.4 hereto.

10.2 Amendments. The Agreement (including the terms of this Addendum) may not be modified, nor shall any provision of the Agreement be waived or amended, except in a writing duly signed by authorized representatives of the parties and expressly referencing the Agreement. Notwithstanding anything in the Agreement to the contrary, to the extent that the Privacy Rule or Security Rule, or any other applicable law related to the privacy or security of health information is materially amended, updated, or revised following the execution of this Addendum, the parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for the County to comply with the requirements of HIPAA.

10.3 No Third Party Beneficiaries. Nothing contained in the Agreement (including, but not limited to, this Addendum), whether express or implied, is intended to confer, nor shall anything herein confer, upon any person other than the parties and their respective successors or assigns of the parties, any rights, remedies, obligations, or liabilities whatsoever in relation to the disclosure or use of PHI.

10.4 Cooperation and Disputes. Each party will reasonably cooperate with the other in the performance of the mutual obligations under this Addendum. If any controversy, dispute, or claim arises between the parties with respect to the Agreement (including, but not limited to, this Addendum), the parties shall make reasonable good faith efforts to resolve such matters informally.

10.5 Regulatory References. Any reference to any part or section of the CFR shall include such part or section as drafted upon the effective date of this Addendum and as it is subsequently updated, amended, supplemented, superceded, or revised.

10.6 Conflicts. Any conflicts or inconsistencies between the terms in this Addendum and terms in other parts of the Agreement shall be resolved in favor of the terms in this Addendum.

10.7 Interpretation. Any ambiguity in the Agreement (including, but not limited to, this Addendum) shall be resolved in favor of a meaning that permits the County to comply to the greatest extent possible with the Privacy Rule, the Security Rule and Other Legal Requirements.

IN WITNESS WHEREOF, each of the undersigned has caused this Addendum to be duly executed in its name and on its behalf effective as of the date first indicated above.

NASSAU COUNTY

PSCH, Inc.

By: 

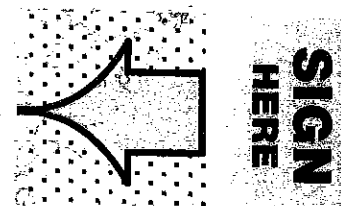
By: 

Print Name: CHARLES RIBANDO Print Name: Alan M. Weinstock

Title: DEPUTY COUNTY EXECUTIVE Title: CEO

Date: 12/01/15

Date: 11.13.15



**APPENDIX A - Program Narrative**  
*(Duplicate as Necessary)*

APPENDIX A – PROGRAM NARRATIVE 2015  
BEHAVIORAL HEALTH SERVICES

Agency Name: PSCH

Agency Address: 800 Northern Blvd, Great Neck, NY 11021

Agency Contact Person: Larry LaRossa, MS, LMHC, CRC  
Telephone: 516-829-9666 x104

Program Name: SOAR

OASAS/OMH/OPWDD Program Type:

OASAS/OMH/OPWDD Program Code: 0320

Funding Source Code: 175A

**1. PROGRAM DESCRIPTION**

**A. Overall Mission:**

To promote recovery for individuals affected by mental illness.

**B. Program Objectives and Services Provided:**

Provide opportunity for individuals to explore and develop social/educational/vocational goals in a supportive setting while increasing their ability to tolerate a more structured program.

**C. Target Population(s) Served:** Severe Persistently Mentally Ill adults residing in Nassau County, age 18 and above, who are not currently enrolled in PROS Program. Individuals currently residing in Community Residences or other Mental Health Housing who would benefit from additional structure and opportunities for socialization will be a particular focus.

## 2. PROGRAM DEVELOPMENT

A. List the screening tool used in the identification of co-occurring disorders (may not be applicable for family support programs):

MSSI

B. Please indicate which program objective(s) will be addressed in 2015:

\_\_\_\_\_ Update the program mission statement to reflect that co-occurring services are provided or develop a service statement rather than altering the mission statement.

☒ Display and distribute literature and patient educational materials for both substance abuse and mental health disorders

\_\_\_\_\_ Assure that all psycho-education groups address both substance use disorders and mental health disorders including symptoms, how the presence of one disorder may affect the other, similarities and differences in etiology, course, treatment, etc.

\_\_\_\_\_ Develop and implement a staff training plan which includes online FIT (Focus on Integrated Treatment)

\_\_\_\_\_ Family support program objective: \_\_\_\_\_

C. Programs with a population which is at least 20% adolescent (under age 21) should choose one of the following goals:

\_\_\_\_\_ The Pediatric Symptom Checklist, CANS-NY, or other valid mental health screen is used for all adolescent admissions

\_\_\_\_\_ Parents/caregivers are routinely and regularly included in screening/assessment/admission of adolescent clients

\_\_\_\_\_ Staff uses and documents a client-centered, strength-based treatment approach

D. What percentage of your population has both MH and CD Axis diagnosis?

E. What percentage of your population is maintained on psychotropic medications?

F. For DD Programs:

\_\_\_\_\_ What percentage of your participants has a mental health disorder?

\_\_\_\_\_ What percentage of your participants has a substance use disorder?

\_\_\_\_\_ What percentage of your participants are on psychotropic medications?

**3. SERVICE UTILIZATION**

|                                             |  | 2015             |
|---------------------------------------------|--|------------------|
| A. <u>Program Services</u>                  |  | <u>Projected</u> |
| Average Daily Census                        |  | 6                |
| Average # of Clients Served per Month       |  | 10               |
| Annualized Unduplicated # of Clients Served |  | 20               |
| Units of Service                            |  |                  |
| Units of Service (CFR                       |  |                  |
| Total Direct Care Service Hours             |  |                  |
| B. <u>Specialty Count (MH Programs)</u>     |  |                  |
| Face-to-Face Contact                        |  |                  |
| Phone Contact with Client                   |  |                  |
| Number of Trainings/Forums                  |  |                  |
| Average # of Attendees Training/Forum       |  |                  |

**4. CLIENT/CONSUMER OUTCOMES**

Describe in numerical terms the expected client/consumer centered outcomes to result from the delivery of program services.

A. Outcome 1 (all programs) – Identify an outcome from the results of the agency's Client Satisfaction Survey:

The PSCH Consumer Satisfaction Survey asks clients to assess a variety of statements on a scale from 1-5(with 5 indicating strongly agree). "The Quality of my life has improved since I began the program" is the statement which will be measured.

B. Outcome 2 (MH Programs) – Identify an outcome from one of the following areas—housing, decrease in psychiatric hospitalizations, or decrease in

emergency departments usage:

Emergency Room usage will be monitored.

C. Outcome 3 (CD & DD Programs) – Identify an outcome specific to your program.

## 5. STAFFING

| POSITION TYPE              | FTE 2014 YTD | FTE 2015 BUDGETED |
|----------------------------|--------------|-------------------|
| Director                   |              |                   |
| Program Coordinator        |              | .1                |
| PROS Practitioner          |              | .4                |
| Psychiatrist               |              |                   |
| Nurse                      |              |                   |
| Recreation Therapist       |              | 1.0               |
| Administrative Asst        |              |                   |
| Secretary                  |              |                   |
| Vocational Specialist      |              |                   |
| Employment Specialist Asst |              |                   |

## 6. FISCAL SUMMARY 2015

|                  | 2014<br>Actual | 2015<br>Proposed Budget |
|------------------|----------------|-------------------------|
| Gross Cost       |                |                         |
| Medicaid Revenue |                |                         |
| Medicare Revenue |                |                         |
| Access Revenue   |                |                         |
| Sales Revenue    |                |                         |
| CSP Revenue      |                |                         |
| Other Revenue    |                |                         |
| Total Revenue    |                |                         |

|                                      |  |  |
|--------------------------------------|--|--|
| <b>Net Cost</b>                      |  |  |
| <b>State Funding</b>                 |  |  |
| <b>County Funding*</b>               |  |  |
| <b>Agency Contribution (LA only)</b> |  |  |
| <b>Total Deficit Funding</b>         |  |  |
| <b>Surplus (or Deficit)</b>          |  |  |
|                                      |  |  |



## **APPENDIX B – ADDITIONAL TERMS FOR RECIPIENTS OF CSS FUNDING**

1. "CSS Client(s)" shall mean individuals eligible for treatment in accordance with the description of the Contractor's Mental Health Service Program contained within the Program Narrative and shall be limited to those seriously mentally ill individuals who are within the Community Support Services Program eligibility guidelines as set forth in Section 41.47 of the Mental Hygiene Law, and, as further defined in 14 N.Y.C.R.R. Part 575.
2. "Waived CSS Clients" shall mean those individuals who are: eighteen (18) years of age or older; are functionally disabled as a result of mental illness; whose ability to remain in the community would be seriously jeopardized without the provision of CSS Services; and, who have been granted a waiver by the OMH and the Core Service Agency.
3. "Unit of Service" is the measurement of the delivery of a given service as defined in the New York State Office of Mental Hygiene Consolidated Financial Report Preparation Manual.
4. Reconciliation will be based on the following calculations:
  - a. The maximum Approved Gross which shall be the lesser of actual reported gross costs or those gross costs which will not exceed the statewide unit of service cap times the number of units of service actually delivered unless exception has been granted.
  - b. Actual Reported Revenue. The maximum approved net shall be calculated by taking the lesser of budgeted net cost per unit of service or actual net cost per unit of service and multiplying it by the actual number of delivered units of service adjusted by approved waivers.
5. Units of Service. Notwithstanding anything to the contrary contained in this Agreement, payment to the Contractor for the provision of the Services shall be further limited by the following:
  - a. Payment shall be made only for a Unit of Service which is in fact provided by the Contractor and reported to the CSS statistical and expenditure reporting system.
  - b. In no event shall expenditures exceed that amount specified in the Budget.
  - c. In the event that, despite the best faith efforts of the Contractor to provide the number of Units of Service that is anticipated to be provided in accordance with the Budget, it becomes evident that the Contractor will be unable to so perform, the Contractor may be able to receive reimbursement for undelivered Units of Service, through receipt of Unit of Service Waivers, as provided for below:
    1. If the Contractor has provided 95% or more of the Units of Service to be provided by this Agreement, then the County may in its discretion, provide Unit of Service Waivers for the Units of Service not provided, in whole or in part;
    2. If the Contractor has provided 90% or more but less than 95% of the Units of Service required to be provided by this Agreement, then the County may in its discretion, provide Unit of Service Waivers for the Units of Service not provided, in whole or in part, only with the specific approval of the appropriate OMH Field Office;
    3. If the Contractor has provided less than 90% of the Units of Service required to be provided by this Agreement, then the County may in its discretion, provide Unit of Service Waivers for the Units of Service not provided, in whole or in part, only with the specific approval of the OMH.
6. The Contractor shall participate in and provide all information required for OMH's CSS statistical and expenditure reporting system. Such information shall be reported in the manner and in accordance with the schedule required by the OMH.

#### **APPENDIX C – ADDITIONAL TERMS FOR RECIPIENTS OF LOCAL ASSISTANCE FUNDING**

1. The County is contracting with the Contractor under the provisions of Subdivision (2) of Section 41.13 of the Mental Hygiene Law for the rendering and furnishing of services for the mentally disabled, and render comprehensive services to the mentally disabled at a facility duly certified by the New York State Department of Mental Hygiene as defined by Section 1.03, 5.01, and 5.03 of the Mental Hygiene Law. The Contractor shall provide services to the mentally disabled on a priority basis to all residents located within the regions of County, as designated by the Department and to any other resident of the County referred to the Contractor under the Mental Hygiene Law and pursuant to the policies promulgated by the Department.

2. Such comprehensive services shall be rendered by the Contractor in accordance with the Mental Hygiene Law and the rules, regulations, policies and guidelines of the OMH and/or the OPWDD and of the Department. The program of the Contractor shall be subject to the general supervision and direction of the Department according to government statutes and pertinent codes, rules and regulations of the various offices under Section 5.01 of the Mental Hygiene Law and the policies and procedures promulgated by the Department.

3. Upon execution of this Agreement the Contractor shall furnish the Department with a copy of its annual operating schedule which shall include days and hours of operation and those periods of time, if any, when the facility will be closed. Further, the Contractor shall furnish an annual written notice of the names of those individuals serving as members of the Board of Directors of the Contractor, and will submit a copy of its By-Laws if the same have been revised since the last submission.

4. During the term of this Agreement the Contractor shall make its facilities available and open to the public for the rendering of the services herein covered, including any emergency services, in accordance with the schedule certified by the Board of Directors of the Contractor and filed with and approved by the Department.

**Appendix EE**  
**Equal Employment Opportunities for Minorities and Women**

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

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

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

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

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

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

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

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

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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

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

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

Appendix L

Certificate of Compliance

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

1. The chief executive officer of the Contractor is:

Alan Weinstock (Name)  
142-02 20th Ave, 3rd Fl. Flushing NY 11351 (Address)  
(718) 559-0516 (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:

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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:

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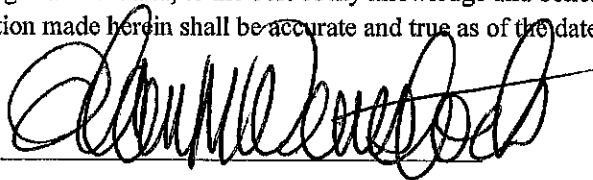
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5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

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.

11.13.15

Dated



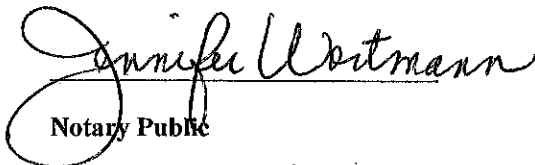
Signature of Chief Executive Officer

Alan M. Weinstock

Name of Chief Executive Officer

Sworn to before me this

13<sup>th</sup> day of November, 2015.

  
Notary Public

**JENNIFER WORTMANN**

Notary Public - State of New York

No. 01WO6291843

Qualified in Suffolk County

My Commission Expires October 21, 2017





E-49-16

Page 1 of 4

COUNTY OF NASSAU

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

1. Name of the Entity: PSCH Clean Corp.  
Address: 142-02 20th Avenue, 3rd Floor  
City, State and Zip Code: Flushing, NY 11351
2. Entity's Vendor Identification Number: 11-3002344
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):

Alan M. Weinstock, President/Director

Robert T. Hettenback, Director

Shavone Hamilton, Director

Address: 142-02 20th Avenue, 3rd Floor

Flushing, NY 11351

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.

PSCH, Inc. 142-02 20th Avenue, 3rd Floor

Flushing, NY 11351

RECEIVED  
NASSAU COUNTY  
CLERK OF THE LEGISLATURE  
FEB 25 11:12 AM



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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.

PSCH, Inc. is the sole corporate member of PSCH Clean Corp.

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7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). 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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(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):

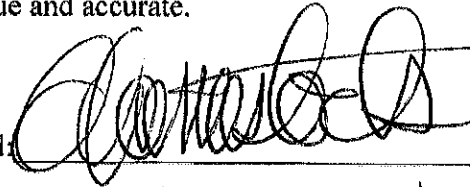
N/A

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: 2/18/16

Signed:



Print Name: Alan M. Weinstock

Title: CEO



**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.





## POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

No

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

Vendor: F&B H. A. Co.

Signed: 

Print Name: Alan M. Weinstock

Title: CEO

RECEIVED  
NASSAU COUNTY  
CLERK OF THE LEGISLATURE

Rev. 12-2015



Contract ID#: CQEL16000001Department: Board of Elections**E-50-16****Contract Details**SERVICE Trucking Voting MachinesNIFS ID #: CQEL16000001 NIFS Entry Date: 1/12/16 Term: from 01/01/16 to 12/31/16

|                                                                          |                                                  |                                                                     |
|--------------------------------------------------------------------------|--------------------------------------------------|---------------------------------------------------------------------|
| New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> | 1) Mandated Program:                             | Yes <input type="checkbox"/> No <input type="checkbox"/>            |
| Amendment <input type="checkbox"/>                                       | 2) Comptroller Approval Form Attached:           | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| Time Extension <input type="checkbox"/>                                  | 3) CSEA Agreement § 32 Compliance Attached:      | Yes <input type="checkbox"/> No <input type="checkbox"/>            |
| Addl. Funds <input type="checkbox"/>                                     | 4) Vendor Ownership & Mgmt. Disclosure Attached: | Yes <input type="checkbox"/> No <input type="checkbox"/>            |
| Blanket Resolution <input type="checkbox"/>                              | 5) Insurance Required                            | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| RES#                                                                     |                                                  |                                                                     |

**Agency Information**

| Vendor                                           |                                        |
|--------------------------------------------------|----------------------------------------|
| Name<br><b>NUZZI BROS. MOVING SERVICES, INC.</b> | Vendor ID#<br><b>11-3545043</b>        |
| Address<br>[REDACTED]                            | Contact Person<br><b>DOMINIC NUZZI</b> |
|                                                  | Phone<br>[REDACTED]                    |

| County Department                                                                      |
|----------------------------------------------------------------------------------------|
| Department Contact<br><b>SONIA GUTIERREZ</b>                                           |
| Address<br><b>240 OLD COUNTRY ROAD, 5<sup>TH</sup><br/>FLOOR<br/>MINEOLA, NY 11501</b> |
| Phone<br><b>571-1896</b>                                                               |

**Routing Slip**

| DATE Rec'd | DEPARTMENT          | Internal Verification                                                 | DATE App'd & Fw'd  | SIGNATURE   | Leg. Approval Required                                                                         |
|------------|---------------------|-----------------------------------------------------------------------|--------------------|-------------|------------------------------------------------------------------------------------------------|
|            | Department          | NIFS Entry (Dept)<br>NIFS Appvl (Dept. Head)<br>Contractor Registered | 1/11/16<br>1/11/16 | [Signature] |                                                                                                |
|            | OMB                 | NIFS Approval (Contractor Registered)                                 | 1/14/16            | [Signature] | Yes <input type="checkbox"/> No <input type="checkbox"/><br>Not required if blanket resolution |
| 1/26/16    | County Attorney     | CA RE & Insurance Verification                                        | 1/26/16            | [Signature] |                                                                                                |
| 1/26/16    | County Attorney     | CA Approval as to form                                                | 1/27/16            | [Signature] | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>                            |
|            | Legislative Affairs | Fw'd Original Contract to CA                                          | 1/29/16            | [Signature] |                                                                                                |
|            | County Attorney     | NIFS Approval                                                         |                    |             |                                                                                                |
|            | Comptroller         | NIFS Approval                                                         |                    |             |                                                                                                |
| 2/5/16     | County Executive    | Notarization<br>Filed with Clerk of the Leg.                          | 2/5/16             | [Signature] |                                                                                                |



# Contract Summary

|                                                                                                                                                |
|------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Description:</b>                                                                                                                            |
| <b>Purpose:</b><br>TRUCKING VOTING MACHINES (AUTOMARKS AND OTHER ELECTION SUPPLIES ) FOR SPECIAL, PRIMARY AND GENERAL ELECTIONS.               |
| <b>Method of Procurement:</b><br>BID CONTRACT                                                                                                  |
| <b>Procurement History:</b><br>FORMAL SEALED BID                                                                                               |
| <b>Description of General Provisions:</b><br>DELIVERY AND RETURN OF VOTING MACHINES (AUTOMARKS AND OTHER ELECTION SUPPLIES )                   |
| <b>Impact on Funding / Price Analysis:</b><br>GEN EL 2000 TO PAY FOR SPECIAL AND GENERAL ELECTIONS<br>GEN EL 3000 TO PAY FOR PRIMARY ELECTIONS |
| <b>Change in Contract from Prior Procurement:</b>                                                                                              |
| <b>Recommendation:</b> (approve as submitted)                                                                                                  |

## Advisement Information

| BUDGET CODES |          |
|--------------|----------|
| Fund:        | GEN      |
| Control:     | 30       |
| Resp:        | 3000     |
| Object:      | DE 500   |
| Transaction: | \$21,084 |

| FUNDING SOURCE                            | AMOUNT             |
|-------------------------------------------|--------------------|
| Revenue Contract <input type="checkbox"/> | XXXXXXXX           |
| County                                    | \$21,084.00        |
| Federal                                   | \$                 |
| State                                     | \$                 |
| Capital                                   | \$                 |
| Other                                     | \$                 |
| <b>TOTAL</b>                              | <b>\$21,084.00</b> |

| LINE         | INDEX/OBJECT CODE | AMOUNT             |
|--------------|-------------------|--------------------|
| 1            | ELGEN3000 DE500   | \$21,084.00        |
| 2            |                   | \$                 |
| 3            |                   | \$                 |
| 4            |                   | \$                 |
| 5            |                   | \$                 |
| 6            |                   | \$                 |
| <b>TOTAL</b> |                   | <b>\$21,084.00</b> |

| RENEWAL    |  |
|------------|--|
| % Increase |  |
| % Decrease |  |

Document Prepared By: SONIA GUTIERREZDate: 1/11/16

| 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: <u>[Signature]</u>  |
| Name                                                 | Name                                                                                                                    | Date: <u>2/8/16</u>       |
| Date                                                 | Date                                                                                                                    | (For Office Use Only)     |
|                                                      |                                                                                                                         | E #:                      |

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: NUZZI BROS. MOVING SERVICES, INC.

CONTRACTOR ADDRESS: [REDACTED]

FEDERAL TAX ID #: 11-3545043

**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 September 21, 2015 [date]. The sealed bids were publicly opened on October 6, 2015 [date]. Three (3) [#] 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.

\_\_\_\_\_  
Rep Mem  
COMMISSIONERS OF ELECTIONS  
Department Head Signature  
\_\_\_\_\_  
Dem Mem  
1-21-2016  
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  
3



THIS DOCUMENT HAS A WATERMARK AND MICROPRINT SIGNATURE LINES. ABSENCE OF THESE FEATURES WILL INDICATE A COUNTERFEIT.

**Valley National Bank**  
1460 Valley Road, Wayne, NJ 07470

**CASHIER'S CHECK**

55-138 212      961834

DATE 12/28/2015

PAY TO THE ORDER OF      NASSAU COUNTY

\$ 10,000.00

MEMO: DOMINIC NUZZI

\*\*\$10,000 DOLLARS and 00 CENTS\*\*

COUNTER SIGNATURE REQUIRED IF DRAWN FOR MORE THAN \$2,500.00

*[Signature]*      800133      A  
Authorized Signature

*[Signature]*      800119      A  
Authorized Signature

⑈0961834⑈ ⑆021201383⑆ 00001297490⑈

COUNTY OF NASSAU

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

1. Name of the Entity: NUZZI Bros Moving Service Inc  
Address: [REDACTED]  
City, State and Zip Code: [REDACTED]
2. Entity's Vendor Identification Number: 11-3546043
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):

Dominic Nuzzi  
Michelle Nuzzi  
Michael Nuzzi

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.

Dominic Nuzzi  
Michelle Nuzzi

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. 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 below for a complete description of lobbying activities.

N/A

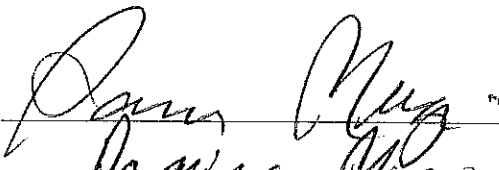
(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

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: 1/04/16

Signed: 

Print Name: DOMINIC MOZZIO

Title: PHIC

**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.



## Nassau County Interim Finance Authority

### Contract Approval Request Form

1. Vendor: NUZZI BROS. MOVING SERVICES, INC

2. Dollar amount requiring NIFA approval: \$293,904.00  
(for life of contract)

Amount to be encumbered: \$ \$122,460.00  
(2016 elections)

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: 1/1/16 through 12/31/16  
opt to renew for 2  
additional 1 year term

Has work or services on this contract commenced? ☐ Yes ☒ No

If yes, please explain: \_\_\_\_\_

4. Funding Source:

|                                                         |                                                         |
|---------------------------------------------------------|---------------------------------------------------------|
| <input checked="" type="checkbox"/> General Fund (GEN)  | <input type="checkbox"/> Capital Improvement Fund (CAP) |
| <input type="checkbox"/> Police District Fund (PDD)     | <input type="checkbox"/> Red Light Camera Fund (RLC)    |
| <input type="checkbox"/> Police Headquarters Fund (PDH) | <input type="checkbox"/> Public Utility Authority (PUA) |
| <input type="checkbox"/> Fire Commission Fund (FCF)     | <input type="checkbox"/> Grant Fund (GRT)               |
| <input type="checkbox"/> Sewer & Storm Water Fund (SSW) |                                                         |
|                                                         | Federal % _____                                         |
|                                                         | State % _____                                           |
|                                                         | County % _____                                          |

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

Per election law Dept is responsible for delivery and return of voting machines to polling places. County does not have sufficient vehicles to provide this service. Contractor submitted lowest bid for routes assigned.

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:

none

#### NOTE:

At a minimum, all submissions must include 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 reserves the right to request additional information as needed.

## 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 \_\_\_\_\_ REP MEM \_\_\_\_\_ 1/11/2016 \_\_\_\_\_ DEM MEM \_\_\_\_\_  
Title Commissioners of Elections Date

Print Name

Louis G. Savinetti, Republican Commissioner / David J. Gugerty, Democratic Commissioner

*Louis G. Savinetti* *David J. Gugerty* 1/25/16

## 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.

Furthermore, 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.

Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

## NIFA

Amount being approved by NIFA: \_\_\_\_\_

Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

**All contract submissions MUST include the County's own routing slip.**

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

RULES RESOLUTION NO. – 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 BOARD OF ELECTIONS AND NUZZI BROS. MOVING SERVICE, INC.

WHEREAS, the County has negotiated a personal services agreement with Nuzzi Bros. Moving Service, Inc. for delivery and return of voting machines and related supplies and equipment for special primary and general elections, 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 Nuzzi Bros. Moving Service, Inc.



## CONTRACT FOR SERVICES

THIS AGREEMENT, dated on the 30th day of December, 2015 (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the County BOARD OF ELECTIONS, having its principal office at 240 Old Country Road, 5<sup>th</sup> Floor, Mineola, New York 11501-4800 (the "Department"), and (ii) **Nuzzi Bros. Moving Service Inc.** a New York State corporation, having its principal office at [REDACTED] the "Contractor").

### WITNESSETH:

WHEREAS, pursuant to the Election Law, the Department is responsible for the delivery of Scanners (DS200), Automark Devices and other equipment to the designated polling places for such elections as General elections, Primary elections and any Special elections ordered by the Courts;

WHEREAS, Department and County do not have sufficient trucks and other vehicles to provide for the delivery of Scanners (DS200), Automark Devices and other equipment to the designated polling places;

WHEREAS, County, pursuant to General Municipal Law, Section 103, and the Election Law, has under Nassau County Bid No. Board of Elections 1-2016 solicited bids from firms engaged in the business of operating trucking services;

WHEREAS, Contractor has submitted the lowest qualified bid for the route or routes hereinafter assigned to it and has been found eminently qualified to perform the services required;

WHEREAS, the above bid provided for a one year term with an option to renew for two additional one year terms;

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

1. Term. This Agreement shall commence on January 1, 2016 and terminate on December 31, 2016, with the option to renew for two (2) additional one (1) year periods to be exercised by the Agency Commissioners, subject to the availability of funds under the annual appropriation ordinance. Said term is in compliance with the terms of the previously accepted bid document. (See Formal Sealed Bid page 9, PERIOD COVERED.)

2. Services. The services ("Services") to be provided by the Contractor under this Agreement shall consist of the transportation of Scanners (DS200), Automark Devices and other equipment by truck to various locations as follows:

- i. Contractor accepts and agrees to provide delivery and return services for routes for which it has submitted the lowest qualified, responsible bid pursuant to Nassau County Bid No. Board of Elections 1-2016, said route being fully described in Exhibit "A" annexed hereto.
- ii. Contractor shall deliver to and return from General, Primary, any Special elections, or any elections ordered by the courts, all Scanners (DS200), Automark Devices and other equipment that fall within Contractor's prescribed routes.
- iii. Contractor shall have access to Department's warehouse Monday through Friday 7:00 A.M. to 5:00 P.M., for the pick-ups and 7:00 A.M. to 9:00 P.M. for returns, excluding all legal holidays, of Scanners (DS200), Automark Devices and other equipment and for the return of same.

- iv. Contractor shall return all voting machines and other equipment to Department's warehouse not later than three (3) working days after the election, commencing not earlier than 7 A.M. and not later than 9 P.M. of the first day after the election, in the order of its choice of polling place, unless specific priorities are dictated by Department.
- v. Contractor shall make all arrangements with polling places regarding the deliveries and returns of Scanners (DS200), Automark Devices and equipment. Contractor shall inventory all equipment delivered to polling places evidenced in writing signed by an authorized representative of the polling place at the time of delivery and pick up. Contractor shall ensure return of all equipment by reconciling the inventory of the equipment with the number of items received at pick up. Contractor acknowledges financial responsibility for any equipment not returned to the County within the above referenced time frame and shall incur an expense equal to the fair market value for each item not returned.

3. Vehicle Requirements and Specifications. Contractor shall only use vehicles that conform to the following specifications:

- i. Vehicles shall be permanently closed against the weather. No canvas tops or other type or removable covering shall be used.
- ii. Vehicles shall have a Gross Vehicle Weight (G.V.W.) in excess of their unloaded weight plus the weight of their maximum capacities in Scanners (DS200), Automark Devices and equipment.
- iii. Vehicles shall be equipped with moveable, mechanical tailgates and ramps (for lowering Scanners (DS200), Auto mark Devices and other equipment to street level and raising to re-load) plus equipment to chock, strap or otherwise secure Scanners (DS200), Automark Devices in transit.
- iv. Vehicles shall have beds within twelve (12) inches in height of Department's loading dock, which is forty-eight (48) inches from ground level.

4. Payment. (a) Amount of Consideration. The maximum amount to be paid to the Contractor, as full consideration for all of the Contractor's Services under this Agreement, including funding during the renewal periods if exercised, shall not exceed two hundred ninety three thousand nine hundred and four dollars (\$293,904.00) ("Maximum Amount") payable as follows:

#### Route 7

- 1) \$ 40.00 for delivery and return cost per scanner (DS-200)
- 2) \$ 50.00 for delivery and return cost per automark (BDM)
- 3) \$ 9.00 for delivery and return cost per table
- 4) \$ 5.00 for delivery and return cost per chair
- 5) \$ 13.00 for delivery and return cost per privacy booth
- 6) \$ 37.00 cost per man-hour overtime Monday through Friday
- 7) \$ 37.00 cost per man-hour overtime Saturday, Sunday, Holidays

#### Route 8

- 1) \$ 42.00 for delivery and return cost per scanner (DS-200)
- 2) \$ 50.00 for delivery and return cost per automark (BDM)
- 3) \$ 9.00 for delivery and return cost per table
- 4) \$ 5.00 for delivery and return cost per chair
- 5) \$ 13.00 for delivery and return cost per privacy booth
- 6) \$ 37.00 cost per man-hour overtime Monday through Friday
- 7) \$ 37.00 cost per man-hour overtime Saturday, Sunday, Holidays

and payable in accordance with the pricing structure set forth as follows:

| Contract Term                        | maximum amount to be paid per agreement year |
|--------------------------------------|----------------------------------------------|
| January 1, 2016 to December 31, 2016 | \$122,460.00                                 |
| January 1, 2017 to December 31, 2017 | \$ 73,476.00, if renewal option exercised    |
| January 1, 2018 to December 31, 2018 | \$ 97,968.00, if renewal option exercised    |

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

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

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

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

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

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

7. Compliance With Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, and disclosure of information, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto. 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 Contractor agrees as follows:

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

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

(d) Protection of Client Information. Any and all voting results, statistics, seal numbers, public counter numbers, protective counter numbers, voting machine numbers are to be kept confidential.

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

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

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

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

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

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

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

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

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

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

(d) Performance Bond. Contractor agrees to obtain and keep in force at all times during the term of this Agreement and any renewals or extensions thereof, a bond or other collateral to secure the faithful performance of this Agreement in the sum of Five Thousand (\$5,000.00) Dollars per route with the understanding that the whole or any part thereof may be used by the County to supply any deficiency that may arise from default on the part of the bidder.

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 the Department Commissioners, 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 Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

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

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

13. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the 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 Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of

the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

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

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

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 Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

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

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

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

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

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 supercedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

21. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of Five hundred and thirty three Dollars (\$533.00) 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 Contractor upon signing this Agreement.

22. 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 and other governmental approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement) and the Department Commissioners.

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

[Remainder of Page Intentionally Left Blank.]



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

NUZZI BROS. MOVING SERVICE, INC.

By: *Dominic N. Nuzzi*  
Name: *Dominic N. Nuzzi*  
Title: *Pres*  
Date: *12/30/15*

STATE OF NEW YORK)

)ss.:  
COUNTY OF *Nassau*

On the *30<sup>th</sup>* day of *December* in the year *2015*, before me personally came *Dominic N. Nuzzi* to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of *Nassau*; that he or she is the *President* Of Nuzzi Bros. Moving Service, 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.

*Jean A. Walsh-Pipia*

NOTARY PUBLIC

PLEASE EXECUTE IN **BLUE** INK

JEAN A. WALSH-PIPIA  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01WA6279124  
Qualified in Nassau County  
My Commission Expires April 08, 20*17*

NASSAU COUNTY

By: \_\_\_\_\_

Name: Louis G. Savinetti

Title: Republican Commissioner

Date: 1/5/16

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 5<sup>th</sup> day of January in the year 2016, before me personally came Louis G. Savinetti to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the Republican Commissioner of the Board of Elections 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

ROSEMARIE ROBERTS  
Notary Public, State of New York  
No. 01RO5042160  
Qualified in Nassau County  
Commission Expires April 17, 2017

PLEASE EXECUTE IN BLUE INK *Rosemarie Roberts*

NASSAU COUNTY

By: \_\_\_\_\_

Name: David J. Gugerty

Title: Democratic Commissioner

Date: 01/06/2016

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 6<sup>th</sup> day of January in the year 2016, 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 Nassau; that he or she is the Democratic Commissioner of the Board of Elections 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

JAMES SCHEUERMAN  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01SC6208119  
Qualified in Nassau County  
Commission Expires June 22, 2017

PLEASE EXECUTE IN BLUE INK

Date: \_\_\_\_\_

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

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, 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 Nassau; that he or she is a Deputy County Executive of the \_\_\_\_\_ 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**

PLEASE EXECUTE IN BLUE INK

Appendix EE  
Equal Employment Opportunities for Minorities and Women

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

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

- (a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.
- (b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- (c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- (d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.
- (e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.
- (f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.
- (g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.
- (h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency

has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time

- frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
  - d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
  - e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
  - f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
  - g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
  - h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
  - i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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

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

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

Appendix L

Certificate of Compliance

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

1. The chief executive officer of the Contractor is:

Dominic Muzz (Name)  
[REDACTED] (Address)  
[REDACTED] (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.

Dated

1/05/16 D

Signature of Chief Executive Officer

[Signature]

Name of Chief Executive Officer

[Signature]

Sworn to before me this

5<sup>th</sup> day of January, 2016.

Notary Public

Jean A. Walsh-Pipia

JEAN A. WALSH-PIPIA  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01WA6279124  
Qualified in Nassau County  
My Commission Expires April 08, 2017

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

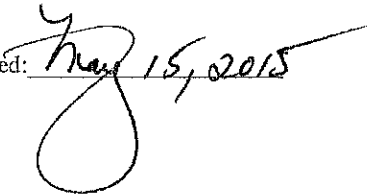
ORDERED, that any lobbyist making a report pursuant to the above paragraph shall thereafter file with the County Attorney, on forms prescribed by the County Attorney, a periodic report for each reporting period that such person earns or incurs combined reportable compensation and expenses in an amount 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

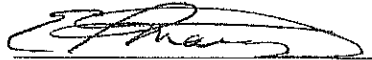
incurred during such reporting period and the cumulative total during the lobbying year; and it is further

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 EXECUTIVE

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

N/A

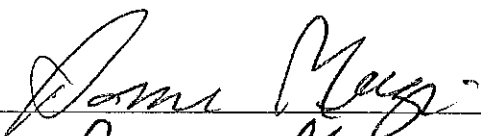
4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. **See page 4 for a complete description of lobbying activities.**

N/A

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

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: 1/09/16

Signed: 

Print Name: Dominic Morzini

Title: PhD

**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.

**2016 TRUCKING ROUTE 8  
EXHIBIT A**

| T/AD/ED   | TOWN | AD   | ED | SD  | CD  | LD   | TD | PNAME                                    | PPADDRESS             | PPTOWN      | PPZIP |
|-----------|------|------|----|-----|-----|------|----|------------------------------------------|-----------------------|-------------|-------|
| 509040 OB | AD09 | AD09 | 40 | SD8 | CD2 | LD12 |    | FARMINGDALE HIGH SCHOOL                  | 150 LINCOLN ST        | FARMINGDALE | 11735 |
| 509041 OB | AD09 | AD09 | 41 | SD8 | CD2 | LD12 |    | FARMINGDALE HIGH SCHOOL                  | 150 LINCOLN ST        | FARMINGDALE | 11735 |
| 509042 OB | AD09 | AD09 | 42 | SD8 | CD2 | LD12 |    | FARMINGDALE HIGH SCHOOL                  | 150 LINCOLN ST        | FARMINGDALE | 11735 |
| 509043 OB | AD09 | AD09 | 43 | SD8 | CD2 | LD12 |    | FARMINGDALE HIGH SCHOOL                  | 150 LINCOLN ST        | FARMINGDALE | 11735 |
| 509044 OB | AD09 | AD09 | 44 | SD8 | CD2 | LD12 |    | WOODWARD PKWY ELEM SCHOOL                | 95 WOODWARD PKWY      | FARMINGDALE | 11735 |
| 509045 OB | AD09 | AD09 | 45 | SD6 | CD2 | LD12 |    | WOODWARD PKWY ELEM SCHOOL                | 95 WOODWARD PKWY      | FARMINGDALE | 11735 |
| 513015 OB | AD13 | AD13 | 15 | SD5 | CD3 | LD16 |    | HOWARD B MATTLIN JR HIGH                 | 50 WASHINGTON AVE     | PLAINVIEW   | 11803 |
| 513016 OB | AD13 | AD13 | 16 | SD5 | CD3 | LD16 |    | HOWARD B MATTLIN JR HIGH                 | 50 WASHINGTON AVE     | PLAINVIEW   | 11803 |
| 513017 OB | AD13 | AD13 | 17 | SD5 | CD3 | LD16 |    | PLAINVIEW OLD BETHPAGE LIBRARY           | 999 OLD COUNTRY RD    | PLAINVIEW   | 11803 |
| 513018 OB | AD13 | AD13 | 18 | SD5 | CD3 | LD16 |    | CHARLES CAMPAGNE SCHOOL                  | 601 PLAINVIEW RD      | BETHPAGE    | 11714 |
| 513019 OB | AD13 | AD13 | 19 | SD5 | CD3 | LD16 |    | CHARLES CAMPAGNE SCHOOL                  | 601 PLAINVIEW RD      | BETHPAGE    | 11714 |
| 513020 OB | AD13 | AD13 | 20 | SD5 | CD3 | LD16 |    | CHARLES CAMPAGNE SCHOOL                  | 601 PLAINVIEW RD      | BETHPAGE    | 11714 |
| 513021 OB | AD13 | AD13 | 21 | SD5 | CD3 | LD16 |    | HOWARD B MATTLIN JR HIGH                 | 50 WASHINGTON AVE     | PLAINVIEW   | 11803 |
| 513022 OB | AD13 | AD13 | 22 | SD5 | CD3 | LD16 |    | PLAINVIEW OLD BETHPAGE LIBRARY           | 999 OLD COUNTRY RD    | PLAINVIEW   | 11803 |
| 513023 OB | AD13 | AD13 | 23 | SD5 | CD3 | LD16 |    | PLAINVIEW OLD BETH MIDDLE SCHOOL AUX GYM | 121 CENTRAL PK RD     | PLAINVIEW   | 11803 |
| 513024 OB | AD13 | AD13 | 24 | SD5 | CD3 | LD16 |    | PLAINVIEW OLD BETH MIDDLE SCHOOL AUX GYM | 121 CENTRAL PK RD     | PLAINVIEW   | 11803 |
| 513025 OB | AD13 | AD13 | 25 | SD5 | CD3 | LD16 |    | HOWARD B MATTLIN JR HIGH                 | 50 WASHINGTON AVE     | PLAINVIEW   | 11803 |
| 513026 OB | AD13 | AD13 | 26 | SD5 | CD3 | LD16 |    | PLAINVIEW PARKWAY SCHOOL                 | 300 MANETTO HILL RD   | PLAINVIEW   | 11803 |
| 513028 OB | AD13 | AD13 | 28 | SD5 | CD3 | LD16 |    | PLAINVIEW PARKWAY SCHOOL                 | 300 MANETTO HILL RD   | PLAINVIEW   | 11803 |
| 513029 OB | AD13 | AD13 | 29 | SD5 | CD3 | LD16 |    | PLAINVIEW PARKWAY SCHOOL                 | 300 MANETTO HILL RD   | PLAINVIEW   | 11803 |
| 513030 OB | AD13 | AD13 | 30 | SD5 | CD3 | LD16 |    | FERN PLACE SCHOOL                        | 4 FERN PLACE          | PLAINVIEW   | 11803 |
| 513031 OB | AD13 | AD13 | 31 | SD5 | CD3 | LD14 |    | KRAMER LANE SCHOOL                       | 1 KRAMER LN           | PLAINVIEW   | 11803 |
| 513032 OB | AD13 | AD13 | 32 | SD5 | CD3 | LD14 |    | KRAMER LANE SCHOOL                       | 1 KRAMER LN           | PLAINVIEW   | 11803 |
| 513033 OB | AD13 | AD13 | 33 | SD5 | CD3 | LD16 |    | FERN PLACE SCHOOL                        | 4 FERN PLACE          | PLAINVIEW   | 11803 |
| 513034 OB | AD13 | AD13 | 34 | SD5 | CD3 | LD16 |    | FERN PLACE SCHOOL                        | 4 FERN PLACE          | PLAINVIEW   | 11803 |
| 513035 OB | AD13 | AD13 | 35 | SD5 | CD3 | LD16 |    | JAMAICA AVE SCHOOL                       | 85 JAMAICA AVE        | PLAINVIEW   | 11803 |
| 513036 OB | AD13 | AD13 | 36 | SD5 | CD3 | LD16 |    | STRATFORD ROAD SCHOOL                    | 33 BEDFORD RD         | PLAINVIEW   | 11803 |
| 513037 OB | AD13 | AD13 | 37 | SD5 | CD3 | LD16 |    | STRATFORD ROAD SCHOOL                    | 33 BEDFORD RD         | PLAINVIEW   | 11803 |
| 513038 OB | AD13 | AD13 | 38 | SD5 | CD3 | LD16 |    | STRATFORD ROAD SCHOOL                    | 33 BEDFORD RD         | PLAINVIEW   | 11803 |
| 513055 OB | AD13 | AD13 | 55 | SD5 | CD3 | LD16 |    | ROBERT SEAMAN SCHOOL                     | 137 LEAHY ST          | JERICO      | 11753 |
| 513056 OB | AD13 | AD13 | 56 | SD5 | CD3 | LD16 |    | ROBERT SEAMAN SCHOOL                     | 137 LEAHY ST          | JERICO      | 11753 |
| 513057 OB | AD13 | AD13 | 57 | SD5 | CD3 | LD16 |    | CANTIAGUE ELEM SCHOOL                    | 678 CANTIAGUE ROCK RD | JERICO      | 11753 |
| 513058 OB | AD13 | AD13 | 58 | SD5 | CD3 | LD14 |    | CANTIAGUE ELEM SCHOOL                    | 678 CANTIAGUE ROCK RD | JERICO      | 11753 |



**2016 TRUCKING ROUTE 8  
EXHIBIT A**

| T/AD/ED | TOWN | AD   | ED | SD  | CD  | LD   | TD | PPNAME                   | PPADDRESS         | PPTOWN     | PPZIP |
|---------|------|------|----|-----|-----|------|----|--------------------------|-------------------|------------|-------|
| 513059  | OB   | AD13 | 59 | SD7 | CD3 | LD 2 |    | BURNS AVENUE SCHOOL      | 40 BURNS AVE      | HICKSVILLE | 11081 |
| 513060  | OB   | AD13 | 60 | SD7 | CD3 | LD 2 |    | EAST STREET SCHOOL       | 50 EAST ST        | HICKSVILLE | 11081 |
| 515039  | OB   | AD15 | 39 | SD7 | CD3 | LD14 |    | BURNS AVENUE SCHOOL      | 40 BURNS AVE      | HICKSVILLE | 11081 |
| 515040  | OB   | AD15 | 40 | SD7 | CD3 | LD16 |    | BURNS AVENUE SCHOOL      | 40 BURNS AVE      | HICKSVILLE | 11081 |
| 515041  | OB   | AD15 | 41 | SD7 | CD3 | LD16 |    | BURNS AVENUE SCHOOL      | 40 BURNS AVE      | HICKSVILLE | 11081 |
| 515042  | OB   | AD15 | 42 | SD5 | CD3 | LD16 |    | BURNS AVENUE SCHOOL      | 40 BURNS AVE      | HICKSVILLE | 11081 |
| 515045  | OB   | AD15 | 45 | SD7 | CD3 | LD17 |    | OLD COUNTRY ELEM SCHOOL  | 49 RHODES LN      | HICKSVILLE | 11081 |
| 515046  | OB   | AD15 | 46 | SD7 | CD3 | LD17 |    | OLD COUNTRY ELEM SCHOOL  | 49 RHODES LN      | HICKSVILLE | 11081 |
| 515047  | OB   | AD15 | 47 | SD7 | CD3 | LD17 |    | EAST STREET SCHOOL       | 50 EAST ST        | HICKSVILLE | 11081 |
| 515048  | OB   | AD15 | 48 | SD6 | CD3 | LD17 |    | JOHN F KENNEDY JR HIGH   | 500 BROADWAY      | BETHPAGE   | 11714 |
| 515049  | OB   | AD15 | 49 | SD7 | CD3 | LD17 |    | DUTCH LANE SCHOOL        | 50 STEWART AVE    | HICKSVILLE | 11081 |
| 515050  | OB   | AD15 | 50 | SD7 | CD3 | LD17 |    | OLD COUNTRY ELEM SCHOOL  | 49 RHODES LN      | HICKSVILLE | 11081 |
| 515051  | OB   | AD15 | 51 | SD7 | CD3 | LD17 |    | OLD COUNTRY ELEM SCHOOL  | 49 RHODES LN      | HICKSVILLE | 11081 |
| 515052  | OB   | AD15 | 52 | SD6 | CD3 | LD17 |    | HICKSVILLE MIDDLE SCHOOL | 215 JERUSALEM AVE | HICKSVILLE | 11081 |
| 515053  | OB   | AD15 | 53 | SD7 | CD3 | LD17 |    | HICKSVILLE MIDDLE SCHOOL | 215 JERUSALEM AVE | HICKSVILLE | 11081 |
| 515054  | OB   | AD15 | 54 | SD6 | CD3 | LD17 |    | HICKSVILLE MIDDLE SCHOOL | 215 JERUSALEM AVE | HICKSVILLE | 11081 |
| 515055  | OB   | AD15 | 55 | SD6 | CD3 | LD17 |    | LEE AVE SCHOOL           | 1 7TH STREET      | HICKSVILLE | 11081 |
| 515056  | OB   | AD15 | 56 | SD6 | CD3 | LD17 |    | LEE AVE SCHOOL           | 1 7TH STREET      | HICKSVILLE | 11081 |
| 515057  | OB   | AD15 | 57 | SD7 | CD3 | LD17 |    | FORK LANE SCHOOL         | 4 FORK LN         | HICKSVILLE | 11081 |
| 515058  | OB   | AD15 | 58 | SD7 | CD3 | LD17 |    | DUTCH LANE SCHOOL        | 50 STEWART AVE    | HICKSVILLE | 11081 |
| 515059  | OB   | AD15 | 59 | SD7 | CD3 | LD17 |    | FORK LANE SCHOOL         | 4 FORK LN         | HICKSVILLE | 11081 |
| 515060  | OB   | AD15 | 60 | SD7 | CD3 | LD17 |    | FORK LANE SCHOOL         | 4 FORK LN         | HICKSVILLE | 11081 |
| 515061  | OB   | AD15 | 61 | SD6 | CD3 | LD17 |    | LEE AVE SCHOOL           | 1 7TH STREET      | HICKSVILLE | 11081 |
| 515063  | OB   | AD15 | 63 | SD7 | CD3 | LD14 |    | BURNS AVENUE SCHOOL      | 40 BURNS AVE      | HICKSVILLE | 11081 |
| 515064  | OB   | AD15 | 64 | SD7 | CD3 | LD16 |    | EAST STREET SCHOOL       | 50 EAST ST        | HICKSVILLE | 11081 |
| 515070  | OB   | AD15 | 70 | SD5 | CD3 | LD14 |    | EAST STREET SCHOOL       | 50 EAST ST        | HICKSVILLE | 11081 |
| 515071  | OB   | AD15 | 71 | SD6 | CD3 | LD14 |    | EAST STREET SCHOOL       | 50 EAST ST        | HICKSVILLE | 11081 |
| 515072  | OB   | AD15 | 72 | SD5 | CD3 | LD14 |    | EAST STREET SCHOOL       | 50 EAST ST        | HICKSVILLE | 11081 |
| 515073  | OB   | AD15 | 73 | SD5 | CD3 | LD16 |    | JAMAICA AVE SCHOOL       | 85 JAMAICA AVE    | PLAINVIEW  | 11803 |
| 515074  | OB   | AD15 | 74 | SD7 | CD3 | LD14 |    | EAST STREET SCHOOL       | 50 EAST ST        | HICKSVILLE | 11081 |
| 515076  | OB   | AD15 | 76 | SD5 | CD3 | LD16 |    | FERN PLACE SCHOOL        | 4 FERN PLACE      | PLAINVIEW  | 11803 |
| 515077  | OB   | AD15 | 77 | SD5 | CD3 | LD16 |    | FERN PLACE SCHOOL        | 4 FERN PLACE      | PLAINVIEW  | 11803 |
| 515078  | OB   | AD15 | 78 | SD5 | CD3 | LD14 |    | KRAMER LANE SCHOOL       | 1 KRAMER LN       | PLAINVIEW  | 11803 |

**2016 TRUCKING ROUTE 8  
EXHIBIT A**

| TI/AD/ED  | TOWN | AD  | ED  | SD  | CD   | LD | TD | PNAME                       | PADDRESS            | PPTOWN       | PPZIP |
|-----------|------|-----|-----|-----|------|----|----|-----------------------------|---------------------|--------------|-------|
| 515079 OB | AD15 | 79  | SD5 | CD3 | LD14 |    |    | KRAMER LANE SCHOOL          | 1 KRAMER LN         | PLAINVIEW    | 11803 |
| 515080 OB | AD15 | 80  | SD6 | CD3 | LD14 |    |    | BETHPAGE HIGH SCHOOL        | 10 CHERRY AVE       | BETHPAGE     | 11714 |
| 515081 OB | AD15 | 81  | SD5 | CD3 | LD14 |    |    | JOHN F KENNEDY JR HIGH      | 500 BROADWAY        | BETHPAGE     | 11714 |
| 515082 OB | AD15 | 82  | SD6 | CD3 | LD14 |    |    | JOHN F KENNEDY JR HIGH      | 500 BROADWAY        | BETHPAGE     | 11714 |
| 515083 OB | AD15 | 83  | SD6 | CD3 | LD14 |    |    | BETHPAGE HIGH SCHOOL        | 10 CHERRY AVE       | BETHPAGE     | 11714 |
| 515084 OB | AD15 | 84  | SD6 | CD3 | LD14 |    |    | JOHN F KENNEDY JR HIGH      | 500 BROADWAY        | BETHPAGE     | 11714 |
| 515085 OB | AD15 | 85  | SD6 | CD3 | LD17 |    |    | JOHN F KENNEDY JR HIGH      | 500 BROADWAY        | BETHPAGE     | 11714 |
| 515086 OB | AD15 | 86  | SD6 | CD3 | LD17 |    |    | JOHN F KENNEDY JR HIGH      | 500 BROADWAY        | BETHPAGE     | 11714 |
| 515087 OB | AD15 | 87  | SD6 | CD3 | LD17 |    |    | JOHN F KENNEDY JR HIGH      | 500 BROADWAY        | BETHPAGE     | 11714 |
| 515088 OB | AD15 | 88  | SD6 | CD2 | LD17 |    |    | NORTHSIDE ELEMENTARY SCHOOL | 55 POWELL PL        | FARMINGDALE  | 11735 |
| 515089 OB | AD15 | 89  | SD6 | CD3 | LD17 |    |    | NORTHSIDE ELEMENTARY SCHOOL | 55 POWELL PL        | FARMINGDALE  | 11735 |
| 515090 OB | AD15 | 90  | SD6 | CD2 | LD17 |    |    | HOWITT SCHOOL               | 70 VAN COTT         | FARMINGDALE  | 11735 |
| 515091 OB | AD15 | 91  | SD6 | CD2 | LD17 |    |    | HOWITT SCHOOL               | 70 VAN COTT         | FARMINGDALE  | 11735 |
| 515092 OB | AD15 | 92  | SD6 | CD3 | LD17 |    |    | NORTHSIDE ELEMENTARY SCHOOL | 55 POWELL PL        | FARMINGDALE  | 11735 |
| 515093 OB | AD15 | 93  | SD6 | CD3 | LD17 |    |    | NORTHSIDE ELEMENTARY SCHOOL | 55 POWELL PL        | FARMINGDALE  | 11735 |
| 515094 OB | AD15 | 94  | SD6 | CD3 | LD17 |    |    | NORTHSIDE ELEMENTARY SCHOOL | 55 POWELL PL        | FARMINGDALE  | 11735 |
| 515095 OB | AD15 | 95  | SD6 | CD3 | LD17 |    |    | NORTHSIDE ELEMENTARY SCHOOL | 55 POWELL PL        | FARMINGDALE  | 11735 |
| 515096 OB | AD15 | 96  | SD6 | CD3 | LD17 |    |    | OLD BETHPAGE ELEM SCHOOL    | 1191 ROUND SWAMP RD | OLD BETHPAGE | 11804 |
| 515097 OB | AD15 | 97  | SD6 | CD3 | LD16 |    |    | OLD BETHPAGE ELEM SCHOOL    | 1191 ROUND SWAMP RD | OLD BETHPAGE | 11804 |
| 515098 OB | AD15 | 98  | SD6 | CD3 | LD16 |    |    | OLD BETHPAGE ELEM SCHOOL    | 1191 ROUND SWAMP RD | OLD BETHPAGE | 11804 |
| 515099 OB | AD15 | 99  | SD6 | CD3 | LD16 |    |    | OLD BETHPAGE ELEM SCHOOL    | 1191 ROUND SWAMP RD | OLD BETHPAGE | 11804 |
| 515100 OB | AD15 | 100 | SD6 | CD3 | LD16 |    |    | OLD BETHPAGE ELEM SCHOOL    | 1191 ROUND SWAMP RD | OLD BETHPAGE | 11804 |
| 515101 OB | AD15 | 101 | SD5 | CD3 | LD16 |    |    | CHARLES CAMPAGNE SCHOOL     | 601 PLAINVIEW RD    | BETHPAGE     | 11714 |
| 515102 OB | AD15 | 102 | SD5 | CD3 | LD16 |    |    | HOWARD B MATTLIN JR HIGH    | 50 WASHINGTON AVE   | PLAINVIEW    | 11803 |
| 515104 OB | AD15 | 104 | SD5 | CD3 | LD14 |    |    | NORTHSIDE ELEMENTARY SCHOOL | 55 POWELL PL        | FARMINGDALE  | 11735 |
| 515106 OB | AD15 | 106 | SD7 | CD3 | LD14 |    |    | OLD COUNTRY ELEM SCHOOL     | 49 RHODES LN        | HICKSVILLE   | 11081 |
| 517001 OB | AD17 | 1   | SD6 | CD2 | LD17 |    |    | JOHN F KENNEDY JR HIGH      | 500 BROADWAY        | BETHPAGE     | 11714 |
| 517002 OB | AD17 | 2   | SD6 | CD2 | LD12 |    |    | HOWITT SCHOOL               | 70 VAN COTT         | FARMINGDALE  | 11735 |
| 517003 OB | AD17 | 3   | SD6 | CD3 | LD17 |    |    | JOHN F KENNEDY JR HIGH      | 500 BROADWAY        | BETHPAGE     | 11714 |
| 517004 OB | AD17 | 4   | SD6 | CD2 | LD17 |    |    | CENTRAL BLVD SCHOOL         | 60 CENTRAL BLVD     | BETHPAGE     | 11714 |
| 517005 OB | AD17 | 5   | SD6 | CD2 | LD17 |    |    | JOHN H WEST ELEM SCH        | 499 BOUNDARY AVE    | BETHPAGE     | 11714 |
| 517006 OB | AD17 | 6   | SD6 | CD2 | LD17 |    |    | JOHN H WEST ELEM SCH        | 499 BOUNDARY AVE    | BETHPAGE     | 11714 |
| 517007 OB | AD17 | 7   | SD6 | CD2 | LD17 |    |    | JOHN H WEST ELEM SCH        | 499 BOUNDARY AVE    | BETHPAGE     | 11714 |

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| TRAD/ED | TOWN | AD   | ED | SD  | CD  | LD   | TD | PPNAME                      | PPADDRESS          | PPTOWN       | PPZIP |
|---------|------|------|----|-----|-----|------|----|-----------------------------|--------------------|--------------|-------|
| 517008  | OB   | AD17 | 8  | SD6 | CD2 | LD17 |    | JOHN H WEST ELEM SCH        | 499 BOUNDARY AVE   | BETHPAGE     | 11714 |
| 517009  | OB   | AD17 | 9  | SD6 | CD2 | LD12 |    | HOWITT SCHOOL               | 70 VAN COTT        | FARMINGDALE  | 11735 |
| 517010  | OB   | AD17 | 10 | SD6 | CD2 | LD12 |    | HOWITT SCHOOL               | 70 VAN COTT        | FARMINGDALE  | 11735 |
| 517011  | OB   | AD17 | 11 | SD6 | CD2 | LD12 |    | HOWITT SCHOOL               | 70 VAN COTT        | FARMINGDALE  | 11735 |
| 517012  | OB   | AD17 | 12 | SD6 | CD2 | LD12 |    | WOODWARD PKWY ELEM SCHOOL   | 95 WOODWARD PKWY   | FARMINGDALE  | 11735 |
| 517013  | OB   | AD17 | 13 | SD6 | CD2 | LD12 |    | WOODWARD PKWY ELEM SCHOOL   | 95 WOODWARD PKWY   | FARMINGDALE  | 11735 |
| 517014  | OB   | AD17 | 14 | SD6 | CD2 | LD17 |    | ALBANY AVE ELEM SCHOOL      | 101 ALBANY AVE     | N MASSAPEQUA | 11758 |
| 517015  | OB   | AD17 | 15 | SD6 | CD2 | LD17 |    | ALBANY AVE ELEM SCHOOL      | 101 ALBANY AVE     | N MASSAPEQUA | 11758 |
| 517016  | OB   | AD17 | 16 | SD6 | CD2 | LD17 |    | EAST PLAIN SCHOOL           | 301 N DELAWARE AVE | N MASSAPEQUA | 11758 |
| 517017  | OB   | AD17 | 17 | SD6 | CD2 | LD17 |    | EAST PLAIN SCHOOL           | 301 N DELAWARE AVE | N MASSAPEQUA | 11758 |
| 517018  | OB   | AD17 | 18 | SD6 | CD2 | LD17 |    | JOHN H WEST ELEM SCH        | 499 BOUNDARY AVE   | BETHPAGE     | 11714 |
| 517019  | OB   | AD17 | 19 | SD6 | CD2 | LD17 |    | EAST PLAIN SCHOOL           | 301 N DELAWARE AVE | N MASSAPEQUA | 11758 |
| 517020  | OB   | AD17 | 20 | SD6 | CD2 | LD17 |    | EAST PLAIN SCHOOL           | 301 N DELAWARE AVE | N MASSAPEQUA | 11758 |
| 517021  | OB   | AD17 | 21 | SD6 | CD2 | LD17 |    | ALBANY AVE ELEM SCHOOL      | 101 ALBANY AVE     | N MASSAPEQUA | 11758 |
| 517025  | OB   | AD17 | 25 | SD6 | CD2 | LD17 |    | ALBANY AVE ELEM SCHOOL      | 101 ALBANY AVE     | N MASSAPEQUA | 11758 |
| 517038  | OB   | AD17 | 38 | SD8 | CD2 | LD12 |    | WOODWARD PKWY ELEM SCHOOL   | 95 WOODWARD PKWY   | FARMINGDALE  | 11735 |
| 517039  | OB   | AD17 | 39 | SD8 | CD2 | LD12 |    | FARMINGDALE HIGH SCHOOL     | 150 LINCOLN ST     | FARMINGDALE  | 11735 |
| 517040  | OB   | AD17 | 40 | SD8 | CD2 | LD12 |    | WOODWARD PKWY ELEM SCHOOL   | 95 WOODWARD PKWY   | FARMINGDALE  | 11735 |
| 517041  | OB   | AD17 | 41 | SD8 | CD2 | LD12 |    | FARMINGDALE HIGH SCHOOL     | 150 LINCOLN ST     | FARMINGDALE  | 11735 |
| 517042  | OB   | AD17 | 42 | SD6 | CD3 | LD17 |    | NORTHSIDE ELEMENTARY SCHOOL | 55 POWELL PL       | FARMINGDALE  | 11735 |
| 517043  | OB   | AD17 | 43 | SD6 | CD2 | LD12 |    | WOODWARD PKWY ELEM SCHOOL   | 95 WOODWARD PKWY   | FARMINGDALE  | 11735 |
| 517044  | OB   | AD17 | 44 | SD6 | CD3 | LD17 |    | JOHN F KENNEDY JR HIGH      | 500 BROADWAY       | BETHPAGE     | 11714 |
| 517045  | OB   | AD17 | 45 | SD6 | CD3 | LD17 |    | CENTRAL BLVD SCHOOL         | 60 CENTRAL BLVD    | BETHPAGE     | 11714 |

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| T/AD/ED | TOWN | AD   | ED  | SD  | CD  | LD   | TD  | PPNAME                     | PPADDRESS           | PPTOWN       | PPZIP |
|---------|------|------|-----|-----|-----|------|-----|----------------------------|---------------------|--------------|-------|
| 214014  | HEMP | AD14 | 14  | SD6 | CD2 | LD13 | HD6 | GARDINERS AVE SCHOOL       | 610 GARDINERS AVE   | LEVITTOWN    | 11756 |
| 214015  | HEMP | AD14 | 15  | SD6 | CD2 | LD15 | HD6 | WISDOM LANE SCHOOL         | 120 CENTER LN       | LEVITTOWN    | 11756 |
| 214016  | HEMP | AD14 | 16  | SD6 | CD2 | LD15 | HD6 | GARDINERS AVE SCHOOL       | 610 GARDINERS AVE   | LEVITTOWN    | 11756 |
| 214017  | HEMP | AD14 | 17  | SD6 | CD2 | LD15 | HD6 | ABBREY LANE SCHOOL         | 239 GARDINERS AVE   | LEVITTOWN    | 11756 |
| 214018  | HEMP | AD14 | 18  | SD6 | CD2 | LD15 | HD6 | ABBREY LANE SCHOOL         | 239 GARDINERS AVE   | LEVITTOWN    | 11756 |
| 214019  | HEMP | AD14 | 19  | SD6 | CD2 | LD15 | HD6 | GARDINERS AVE SCHOOL       | 610 GARDINERS AVE   | LEVITTOWN    | 11756 |
| 214027  | HEMP | AD14 | 27  | SD6 | CD2 | LD13 | HD6 | GARDINERS AVE SCHOOL       | 610 GARDINERS AVE   | LEVITTOWN    | 11756 |
| 214029  | HEMP | AD14 | 29  | SD8 | CD2 | LD17 | HD5 | SEAFORD MANOR ELEM SCH     | 1590 WASHINGTON AVE | SEAFORD      | 11783 |
| 214030  | HEMP | AD14 | 30  | SD8 | CD2 | LD17 | HD5 | SEAFORD MANOR ELEM SCH     | 1590 WASHINGTON AVE | SEAFORD      | 11783 |
| 214031  | HEMP | AD14 | 31  | SD8 | CD2 | LD17 | HD5 | SEAFORD MANOR ELEM SCH     | 1590 WASHINGTON AVE | SEAFORD      | 11783 |
| 214032  | HEMP | AD14 | 32  | SD8 | CD2 | LD17 | HD5 | SEAFORD MANOR ELEM SCH     | 1590 WASHINGTON AVE | SEAFORD      | 11783 |
| 214095  | HEMP | AD14 | 95  | SD6 | CD2 | LD15 | HD6 | ABBREY LANE SCHOOL         | 239 GARDINERS AVE   | LEVITTOWN    | 11756 |
| 214100  | HEMP | AD14 | 100 | SD8 | CD2 | LD19 | HD5 | SEAFORD HARBOR SCHOOL      | 3500 BAYVIEW AVE    | SEAFORD      | 11783 |
| 214101  | HEMP | AD14 | 101 | SD8 | CD2 | LD19 | HD5 | SEAFORD HARBOR SCHOOL      | 3500 BAYVIEW AVE    | SEAFORD      | 11783 |
| 214102  | HEMP | AD14 | 102 | SD8 | CD2 | LD19 | HD5 | SEAFORD HARBOR SCHOOL      | 3500 BAYVIEW AVE    | SEAFORD      | 11783 |
| 214103  | HEMP | AD14 | 103 | SD8 | CD2 | LD19 | HD5 | SEAFORD FIREHALL           | 2170 SOUTHARD AVE   | SEAFORD      | 11783 |
| 214104  | HEMP | AD14 | 104 | SD8 | CD2 | LD19 | HD5 | SEAFORD FIREHALL           | 2170 SOUTHARD AVE   | SEAFORD      | 11783 |
| 214105  | HEMP | AD14 | 105 | SD8 | CD2 | LD19 | HD5 | SEAFORD FIREHALL           | 2170 SOUTHARD AVE   | SEAFORD      | 11783 |
| 214106  | HEMP | AD14 | 106 | SD8 | CD2 | LD19 | HD5 | SEAFORD HARBOR SCHOOL      | 3500 BAYVIEW AVE    | SEAFORD      | 11783 |
| 214107  | HEMP | AD14 | 107 | SD8 | CD2 | LD19 | HD5 | SEAFORD FIREHALL           | 2170 SOUTHARD AVE   | SEAFORD      | 11783 |
| 214110  | HEMP | AD14 | 110 | SD6 | CD2 | LD15 | HD6 | WISDOM LANE SCHOOL         | 120 CENTER LN       | LEVITTOWN    | 11756 |
| 214111  | HEMP | AD14 | 111 | SD6 | CD2 | LD15 | HD6 | WISDOM LANE SCHOOL         | 120 CENTER LN       | LEVITTOWN    | 11756 |
| 215011  | HEMP | AD15 | 11  | SD6 | CD2 | LD15 | HD6 | STEPHEN E KAROPCZYC SCHOOL | 74 FARMEDGE RD      | ISLAND TREES | 11756 |
| 217017  | HEMP | AD17 | 17  | SD6 | CD2 | LD15 | HD6 | DIVISION AVE HIGH SCHOOL   | 120 DIVISION AVE    | LEVITTOWN    | 11756 |
| 217020  | HEMP | AD17 | 20  | SD6 | CD2 | LD15 | HD6 | LEVITTOWN NORTHSIDE SCHOOL | 35 PELICAN RD       | LEVITTOWN    | 11756 |
| 217026  | HEMP | AD17 | 26  | SD6 | CD2 | LD15 | HD6 | LEVITTOWN NORTHSIDE SCHOOL | 35 PELICAN RD       | LEVITTOWN    | 11756 |
| 217027  | HEMP | AD17 | 27  | SD6 | CD2 | LD15 | HD6 | SUMMIT LANE SCHOOL         | 4 SUMMIT LN         | LEVITTOWN    | 11756 |
| 217032  | HEMP | AD17 | 32  | SD6 | CD2 | LD15 | HD6 | LEVITTOWN NORTHSIDE SCHOOL | 35 PELICAN RD       | LEVITTOWN    | 11756 |
| 217033  | HEMP | AD17 | 33  | SD6 | CD2 | LD15 | HD6 | LEVITTOWN NORTHSIDE SCHOOL | 35 PELICAN RD       | LEVITTOWN    | 11756 |
| 217037  | HEMP | AD17 | 37  | SD6 | CD2 | LD15 | HD6 | SUMMIT LANE SCHOOL         | 4 SUMMIT LN         | LEVITTOWN    | 11756 |
| 217039  | HEMP | AD17 | 39  | SD6 | CD2 | LD15 | HD6 | STOKES SCHOOL              | 101 OWL PL          | LEVITTOWN    | 11756 |
| 217040  | HEMP | AD17 | 40  | SD6 | CD2 | LD15 | HD6 | STEPHEN E KAROPCZYC SCHOOL | 74 FARMEDGE RD      | ISLAND TREES | 11756 |
| 217041  | HEMP | AD17 | 41  | SD6 | CD2 | LD15 | HD6 | STEPHEN E KAROPCZYC SCHOOL | 74 FARMEDGE RD      | ISLAND TREES | 11756 |

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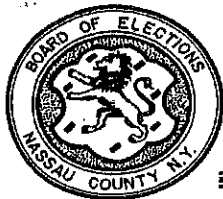
| T/AD/ED | TOWN | AD   | ED | SD  | CD  | LD   | TD  | PPNAME                       | PPADDRESS          | PPTOWN       | PPZIP |
|---------|------|------|----|-----|-----|------|-----|------------------------------|--------------------|--------------|-------|
| 217042  | HEMP | AD17 | 42 | SD6 | CD2 | LD15 | HD6 | STEPHEN E KAROPCZYC SCHOOL   | 74 FARMEDGE RD     | ISLAND TREES | 11756 |
| 217043  | HEMP | AD17 | 43 | SD6 | CD2 | LD15 | HD6 | STEPHEN E KAROPCZYC SCHOOL   | 74 FARMEDGE RD     | ISLAND TREES | 11756 |
| 217044  | HEMP | AD17 | 44 | SD6 | CD2 | LD15 | HD6 | STOKES SCHOOL                | 101 OWL PL         | LEVITTOWN    | 11756 |
| 217048  | HEMP | AD17 | 48 | SD6 | CD2 | LD15 | HD6 | STOKES SCHOOL                | 101 OWL PL         | LEVITTOWN    | 11756 |
| 217049  | HEMP | AD17 | 49 | SD6 | CD2 | LD15 | HD6 | STOKES SCHOOL                | 101 OWL PL         | LEVITTOWN    | 11756 |
| 217050  | HEMP | AD17 | 50 | SD6 | CD2 | LD15 | HD6 | DIVISION AVE HIGH SCHOOL     | 120 DIVISION AVE   | LEVITTOWN    | 11756 |
| 217051  | HEMP | AD17 | 51 | SD6 | CD2 | LD15 | HD6 | DIVISION AVE HIGH SCHOOL     | 120 DIVISION AVE   | LEVITTOWN    | 11756 |
| 217052  | HEMP | AD17 | 52 | SD6 | CD2 | LD15 | HD6 | DIVISION AVE HIGH SCHOOL     | 120 DIVISION AVE   | LEVITTOWN    | 11756 |
| 217053  | HEMP | AD17 | 53 | SD6 | CD2 | LD15 | HD6 | ISLAND TREES JR HIGH SCHOOL  | 45 WANTAGH AVE S   | LEVITTOWN    | 11756 |
| 217055  | HEMP | AD17 | 55 | SD6 | CD2 | LD15 | HD6 | ABBREY LANE SCHOOL           | 239 GARDINERS AVE  | LEVITTOWN    | 11756 |
| 217056  | HEMP | AD17 | 56 | SD6 | CD2 | LD15 | HD6 | ISLAND TREES JR HIGH SCHOOL  | 45 WANTAGH AVE S   | LEVITTOWN    | 11756 |
| 217060  | HEMP | AD17 | 60 | SD6 | CD2 | LD15 | HD6 | ABBREY LANE SCHOOL           | 239 GARDINERS AVE  | LEVITTOWN    | 11756 |
| 217061  | HEMP | AD17 | 61 | SD6 | CD2 | LD15 | HD6 | WISDOM LANE SCHOOL           | 120 CENTER LN      | LEVITTOWN    | 11756 |
| 217062  | HEMP | AD17 | 62 | SD6 | CD2 | LD15 | HD6 | WISDOM LANE SCHOOL           | 120 CENTER LN      | LEVITTOWN    | 11756 |
| 217063  | HEMP | AD17 | 63 | SD6 | CD2 | LD15 | HD6 | WISDOM LANE SCHOOL           | 120 CENTER LN      | LEVITTOWN    | 11756 |
| 217064  | HEMP | AD17 | 64 | SD6 | CD2 | LD15 | HD6 | ABBREY LANE SCHOOL           | 239 GARDINERS AVE  | LEVITTOWN    | 11756 |
| 509001  | OB   | AD09 | 1  | SD8 | CD2 | LD12 |     | FAIRFIELD SCHOOL             | 330 MASSAPEQUA AVE | MASSAPEQUA   | 11758 |
| 509002  | OB   | AD09 | 2  | SD8 | CD2 | LD12 |     | FAIRFIELD SCHOOL             | 330 MASSAPEQUA AVE | MASSAPEQUA   | 11758 |
| 509003  | OB   | AD09 | 3  | SD8 | CD2 | LD12 |     | GRACE EPISCOPAL PARISH HOUSE | 23 CEDAR SHORE DR  | MASSAPEQUA   | 11758 |
| 509004  | OB   | AD09 | 4  | SD8 | CD2 | LD12 |     | GRACE EPISCOPAL PARISH HOUSE | 23 CEDAR SHORE DR  | MASSAPEQUA   | 11758 |
| 509005  | OB   | AD09 | 5  | SD8 | CD2 | LD12 |     | GRACE EPISCOPAL PARISH HOUSE | 23 CEDAR SHORE DR  | MASSAPEQUA   | 11758 |
| 509006  | OB   | AD09 | 6  | SD8 | CD2 | LD12 |     | MASSAPEQUA HIGH SCHOOL       | 4925 MERRICK RD    | MASSAPEQUA   | 11758 |
| 509007  | OB   | AD09 | 7  | SD8 | CD2 | LD12 |     | MARJORIE POST COMM CENTER    | 451 UNQUA RD       | MASSAPEQUA   | 11758 |
| 509008  | OB   | AD09 | 8  | SD8 | CD2 | LD12 |     | MARJORIE POST COMM CENTER    | 451 UNQUA RD       | MASSAPEQUA   | 11758 |
| 509009  | OB   | AD09 | 9  | SD8 | CD2 | LD12 |     | A G BERNER MIDDLE SCHOOL     | 50 CARMAN MILL RD  | MASSAPEQUA   | 11758 |
| 509010  | OB   | AD09 | 10 | SD8 | CD2 | LD12 |     | MARJORIE POST COMM CENTER    | 451 UNQUA RD       | MASSAPEQUA   | 11758 |
| 509011  | OB   | AD09 | 11 | SD8 | CD2 | LD12 |     | UNQUA SCHOOL                 | 350 UNQUA RD       | MASSAPEQUA   | 11758 |
| 509012  | OB   | AD09 | 12 | SD8 | CD2 | LD12 |     | MASSAPEQUA HIGH SCHOOL       | 4925 MERRICK RD    | MASSAPEQUA   | 11758 |
| 509013  | OB   | AD09 | 13 | SD8 | CD2 | LD12 |     | GRACE EPISCOPAL PARISH HOUSE | 23 CEDAR SHORE DR  | MASSAPEQUA   | 11758 |
| 509014  | OB   | AD09 | 14 | SD8 | CD2 | LD12 |     | FAIRFIELD SCHOOL             | 330 MASSAPEQUA AVE | MASSAPEQUA   | 11758 |
| 509015  | OB   | AD09 | 15 | SD8 | CD2 | LD12 |     | FAIRFIELD SCHOOL             | 330 MASSAPEQUA AVE | MASSAPEQUA   | 11758 |
| 509016  | OB   | AD09 | 16 | SD8 | CD2 | LD12 |     | GRACE EPISCOPAL PARISH HOUSE | 23 CEDAR SHORE DR  | MASSAPEQUA   | 11758 |
| 509017  | OB   | AD09 | 17 | SD8 | CD2 | LD12 |     | UNQUA SCHOOL                 | 350 UNQUA RD       | MASSAPEQUA   | 11758 |

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| T/AD/ED   | TOWN | AD     | ED  | SD   | CD | LD | TD | PNAME                        | PADDRESS           | PPTOWN          | PPZIP |
|-----------|------|--------|-----|------|----|----|----|------------------------------|--------------------|-----------------|-------|
| 509018 OB | AD09 | 18 SD8 | CD2 | LD12 |    |    |    | MASSAPEQUA HIGH SCHOOL       | 4925 MERRICK RD    | MASSAPEQUA      | 11758 |
| 509019 OB | AD09 | 19 SD8 | CD2 | LD12 |    |    |    | MASSAPEQUA HIGH SCHOOL       | 4925 MERRICK RD    | MASSAPEQUA      | 11758 |
| 509020 OB | AD09 | 20 SD8 | CD2 | LD12 |    |    |    | UNQUA SCHOOL                 | 350 UNQUA RD       | MASSAPEQUA      | 11758 |
| 509021 OB | AD09 | 21 SD8 | CD2 | LD12 |    |    |    | UNQUA SCHOOL                 | 350 UNQUA RD       | MASSAPEQUA      | 11758 |
| 509022 OB | AD09 | 22 SD8 | CD2 | LD12 |    |    |    | A G BERNER MIDDLE SCHOOL     | 50 CARMAN MILL RD  | MASSAPEQUA      | 11758 |
| 509023 OB | AD09 | 23 SD8 | CD2 | LD12 |    |    |    | A G BERNER MIDDLE SCHOOL     | 50 CARMAN MILL RD  | MASSAPEQUA      | 11758 |
| 509024 OB | AD09 | 24 SD8 | CD2 | LD12 |    |    |    | EAST LAKE SCHOOL             | 154 EAST LAKE AVE  | MASSAPEQUA PARK | 11762 |
| 509025 OB | AD09 | 25 SD8 | CD2 | LD12 |    |    |    | JOHN P MC KENNA ELEMENTARY   | 210 SPRUCE ST      | MASSAPEQUA PARK | 11762 |
| 509026 OB | AD09 | 26 SD8 | CD2 | LD12 |    |    |    | MASSAPEQUA PARK VILLAGE HALL | 151 FRONT ST       | MASSAPEQUA PARK | 11762 |
| 509027 OB | AD09 | 27 SD8 | CD2 | LD12 |    |    |    | JOHN P MC KENNA ELEMENTARY   | 210 SPRUCE ST      | MASSAPEQUA PARK | 11762 |
| 509028 OB | AD09 | 28 SD8 | CD2 | LD12 |    |    |    | JOHN P MC KENNA ELEMENTARY   | 210 SPRUCE ST      | MASSAPEQUA PARK | 11762 |
| 509029 OB | AD09 | 29 SD8 | CD2 | LD12 |    |    |    | JOHN P MC KENNA ELEMENTARY   | 210 SPRUCE ST      | MASSAPEQUA PARK | 11762 |
| 509030 OB | AD09 | 30 SD8 | CD2 | LD12 |    |    |    | JOHN P MC KENNA ELEMENTARY   | 210 SPRUCE ST      | MASSAPEQUA PARK | 11762 |
| 509031 OB | AD09 | 31 SD8 | CD2 | LD12 |    |    |    | EAST LAKE SCHOOL             | 154 EAST LAKE AVE  | MASSAPEQUA PARK | 11762 |
| 509032 OB | AD09 | 32 SD8 | CD2 | LD12 |    |    |    | EAST LAKE SCHOOL             | 154 EAST LAKE AVE  | MASSAPEQUA PARK | 11762 |
| 509033 OB | AD09 | 33 SD8 | CD2 | LD12 |    |    |    | EAST LAKE SCHOOL             | 154 EAST LAKE AVE  | MASSAPEQUA PARK | 11762 |
| 509034 OB | AD09 | 34 SD8 | CD2 | LD12 |    |    |    | JOHN P MC KENNA ELEMENTARY   | 210 SPRUCE ST      | MASSAPEQUA PARK | 11762 |
| 509035 OB | AD09 | 35 SD8 | CD2 | LD12 |    |    |    | JOHN P MC KENNA ELEMENTARY   | 210 SPRUCE ST      | MASSAPEQUA PARK | 11762 |
| 509036 OB | AD09 | 36 SD8 | CD2 | LD12 |    |    |    | JOHN P MC KENNA ELEMENTARY   | 210 SPRUCE ST      | MASSAPEQUA PARK | 11762 |
| 509037 OB | AD09 | 37 SD8 | CD2 | LD12 |    |    |    | JOHN P MC KENNA ELEMENTARY   | 210 SPRUCE ST      | MASSAPEQUA PARK | 11762 |
| 509038 OB | AD09 | 38 SD8 | CD2 | LD12 |    |    |    | JOHN P MC KENNA ELEMENTARY   | 210 SPRUCE ST      | MASSAPEQUA PARK | 11762 |
| 509039 OB | AD09 | 39 SD8 | CD2 | LD12 |    |    |    | JOHN P MC KENNA ELEMENTARY   | 210 SPRUCE ST      | MASSAPEQUA PARK | 11762 |
| 517022 OB | AD17 | 22 SD6 | CD2 | LD17 |    |    |    | SCHWARTING SCHOOL            | 4250 JERUSALEM AVE | N MASSAPEQUA    | 11758 |
| 517023 OB | AD17 | 23 SD6 | CD2 | LD17 |    |    |    | SCHWARTING SCHOOL            | 4250 JERUSALEM AVE | N MASSAPEQUA    | 11758 |
| 517024 OB | AD17 | 24 SD6 | CD2 | LD17 |    |    |    | SCHWARTING SCHOOL            | 4250 JERUSALEM AVE | N MASSAPEQUA    | 11758 |
| 517026 OB | AD17 | 26 SD6 | CD2 | LD17 |    |    |    | SCHWARTING SCHOOL            | 4250 JERUSALEM AVE | N MASSAPEQUA    | 11758 |
| 517027 OB | AD17 | 27 SD6 | CD2 | LD17 |    |    |    | SCHWARTING SCHOOL            | 4250 JERUSALEM AVE | N MASSAPEQUA    | 11758 |
| 517028 OB | AD17 | 28 SD6 | CD2 | LD17 |    |    |    | SCHWARTING SCHOOL            | 4250 JERUSALEM AVE | N MASSAPEQUA    | 11758 |
| 517029 OB | AD17 | 29 SD6 | CD2 | LD17 |    |    |    | SCHWARTING SCHOOL            | 4250 JERUSALEM AVE | N MASSAPEQUA    | 11758 |
| 517030 OB | AD17 | 30 SD6 | CD2 | LD12 |    |    |    | RAYMOND J LOCKHART SCHL      | 199 PITTSBURGH AVE | MASSAPEQUA      | 11758 |
| 517031 OB | AD17 | 31 SD6 | CD2 | LD12 |    |    |    | RAYMOND J LOCKHART SCHL      | 199 PITTSBURGH AVE | MASSAPEQUA      | 11758 |
| 517032 OB | AD17 | 32 SD6 | CD2 | LD12 |    |    |    | RAYMOND J LOCKHART SCHL      | 199 PITTSBURGH AVE | MASSAPEQUA      | 11758 |
| 517033 OB | AD17 | 33 SD6 | CD2 | LD12 |    |    |    | RAYMOND J LOCKHART SCHL      | 199 PITTSBURGH AVE | MASSAPEQUA      | 11758 |

**2016 TRUCKING ROUTE 7  
EXHIBIT A**

| T/AD/ED | TOWN | AD   | ED | SD  | CD  | LD   | TD | PPNAME                  | PPADDRESS          | PPTOWN     | PPZIP |
|---------|------|------|----|-----|-----|------|----|-------------------------|--------------------|------------|-------|
| 517034  | OB   | AD17 | 34 | SD6 | CD2 | LD12 |    | RAYMOND J LOCKHART SCHL | 199 PITTSBURGH AVE | MASSAPEQUA | 11758 |
| 517035  | OB   | AD17 | 35 | SD6 | CD2 | LD12 |    | RAYMOND J LOCKHART SCHL | 199 PITTSBURGH AVE | MASSAPEQUA | 11758 |
| 517036  | OB   | AD17 | 36 | SD8 | CD2 | LD12 |    | FAIRFIELD SCHOOL        | 330 MASSAPEQUA AVE | MASSAPEQUA | 11758 |
| 517037  | OB   | AD17 | 37 | SD8 | CD2 | LD12 |    | FAIRFIELD SCHOOL        | 330 MASSAPEQUA AVE | MASSAPEQUA | 11758 |



# NASSAU COUNTY BOARD OF ELECTIONS

240 OLD COUNTRY ROAD, 5<sup>TH</sup> FLOOR . MINEOLA, NEW YORK 11501-4800  
(516)571-2411 . FAX (516)571-2058

Louis G. Savinetti  
Republican Commissioner

David J. Gugerty  
Democratic Commissioner

October 13, 2015

Nuzzi Bros. Moving Service, Inc.  
Mr. Dominic Nuzzi, President  
[REDACTED]

Dear Mr. Nuzzi,

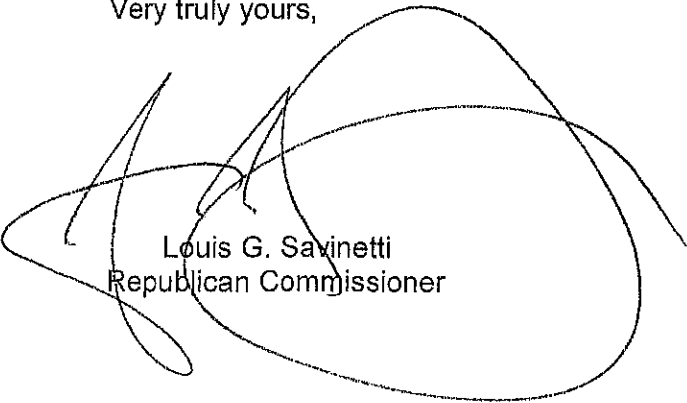
This is to advise you that we have finished our summary of the trucking bids submitted on October 2, 2015.

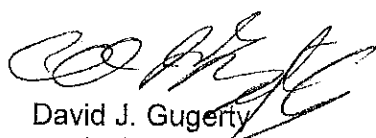
We are pleased to inform you that you have been awarded trucking route 7 and route 8.


A request to have the contract drawn up will be submitted to the County Attorney's Office immediately and you will hear from us in the near future. You will be required to offer us the administrative fees, insurance and bond certificates, required by the bid document, when the contract is submitted to you.

Enclosed you will find the bid bond in the amount of two thousand five hundred dollars (\$2,500.00) you submitted with your offer.

Very truly yours,

  
Louis G. Savinetti  
Republican Commissioner

  
David J. Gugerty  
Democratic Commissioner

Received   
Check # 961755 - \$2,500.00 - bid bond.  
Check # 4146 - \$160.00





1460 Valley Road, Wayne, NJ 07470

PAY TO THE ORDER OF NASSAU COUNTY

CASHIER'S CHECK

961755

55-138  
212

DATE 10/01/2015

\$ 2,500.00

\*\*\*\$2,500 DOLLARS and 00 CENTS\*\*\*

Memo: NUZZI BROTHERS MOVING SERVICE, INC

COUNTER SIGNATURE REQUIRED IF DRAWN FOR MORE THAN \$2,500.00

*[Signature]* 80933  
*[Signature]* 482286 A

Authorized Signature

Authorized Signature

⑈0961755⑈ ⑆021201383⑆ 000041297490⑈

|                                                                   |                      |                                      |
|-------------------------------------------------------------------|----------------------|--------------------------------------|
| 55-138-212                                                        |                      | 4146                                 |
| NUZZI BROTHERS MOVING SERVICE, INC.                               |                      | Check Read<br>or Follow for Business |
| PAY TO THE ORDER OF                                               | <i>Nassau County</i> | \$ <i>1600</i>                       |
| <i>One Hundred Sixty 00</i>                                       |                      | DOLLARS                              |
| MEMO <i>Bill Admin Fee</i>                                        |                      | <i>[Signature]</i>                   |
| FARMINGDALE OFFICE<br>27 SMITH ST.<br>FARMINGDALE, NEW YORK 11735 |                      | MP                                   |



# NASSAU COUNTY BOARD OF ELECTIONS

240 OLD COUNTRY ROAD, 5<sup>TH</sup> FLOOR . MINEOLA, NEW YORK 11501-4250  
(516) 571-2411 . FAX (516) 571-2058

Louis G. Savinetti  
Republican Commissioner

David J. Gugerty  
Democratic Commissioner

## MINUTES

January 11, 2016

A meeting was held on October 6, 2015 at the Board of Elections to open trucking bids submitted to us. Present at the meeting representing the Republican Office were Carol Demauro Busketta, Deputy Commissioner; Nancy Staab, Manager of Accounts and Financial Reports; Joseph Ra, Deputy Clerk; James Esopa, Clerk Part time, Richard Hayes, Election Clerk. Representing the Democratic office were Essma Benkhokha, Chief Clerk; Phil Jordan, Supervisor of Voting Machine Planning Dept.; Scott Milano, Election Clerk; Donna Nogid, Assistant to the Democratic Commissioner.

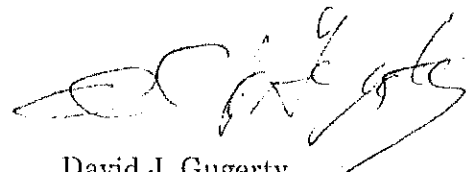
There were 3 bids submitted by the following companies:

1. All American Van Lines, Inc.  
[REDACTED] \$2,500 Official Check
2. Super Express Service Inc./The Moving Doctor  
108 [REDACTED] \$2,500 Official Check
3. Nuzzi Bros. Moving Services, Inc.  
[REDACTED] \$2,500 Cashier's Check

A Summary of the bids received is attached.

  
Louis G. Savinetti  
Republican Commissioner

LGS/DJG:smg

  
David J. Gugerty  
Democratic Commissioner

**DEPARTMENT OF GENERAL SERVICES  
DIVISION OF PURCHASE & SUPPLY  
SUMMARY OF BIDS**

Opened Tuesday, October 6, 2015 at 10:15 A.M.

Bid No 2016 BOE 1 Cont.#           

Department: B.O.E. Req No           

Title TRUCKING OF VOTING MACHINES

BIDDER NAME  
ALL AMERICAN

BIDDER NAME  
NUZZI BROTHERS

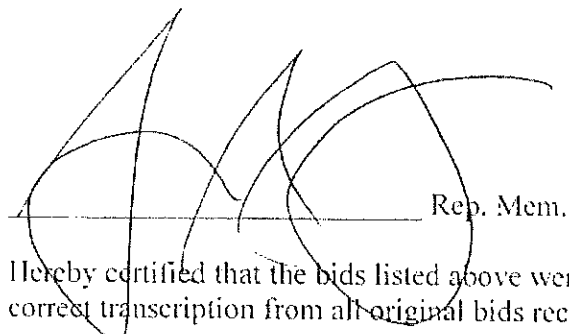
BIDDER NAME  
SUPER EXPRESS  
DBA MOVING DR

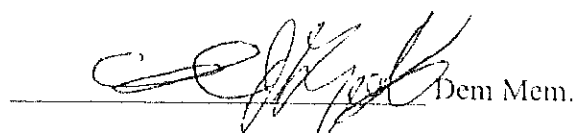
**DETAILS OF AWARD:**

| Item No | ROUTE # |                      | Price (1) | Price (2) | Price (3) | Award to No.  | amount |  |
|---------|---------|----------------------|-----------|-----------|-----------|---------------|--------|--|
|         | 1       | Per Scanner (DS-200) | 54        | 90        | 45        | Super Express | 45     |  |
|         | 2       | Per Scanner (DS-200) | 50        | 75        | 44        | Super Express | 44     |  |
|         | 3       | Per Scanner (DS-200) | 59        | 75        | 51        | Super Express | 51     |  |
|         | 4       | Per Scanner (DS-200) | 53        | 75        | 60        | All American  | 53     |  |
|         | 5       | Per Scanner (DS-200) | 54        | 75        | 60        | All American  | 54     |  |
|         | 6       | Per Scanner (DS-200) | 45        | 75        | 60        | All American  | 45     |  |
|         | 7       | Per Scanner (DS-200) | 45        | 40        | 60        | Nuzzi Bro.    | 40     |  |
|         | 8       | Per Scanner (DS-200) | 44        | 42        | 58        | Nuzzi Bro.    | 42     |  |
|         | 9       | Per Scanner (DS-200) | 66        | 75        | 78        | All American  | 66     |  |
|         | 10      | Per Scanner (DS-200) | 69        | 75        | 78        | All American  | 69     |  |
| Item No | ROUTE # |                      | Price (1) | Price (2) | Price (3) | Award to No.  | Amount |  |
|         | 1       | Per Auto Mark        | 62        | 95        | 52        | Super Express | 52     |  |
|         | 2       | Per Auto Mark        | 60        | 80        | 53        | Super Express | 53     |  |
|         | 3       | Per Auto Mark        | 61        | 80        | 55        | Super Express | 55     |  |
|         | 4       | Per Auto Mark        | 61        | 80        | 71        | All American  | 61     |  |
|         | 5       | Per Auto Mark        | 61        | 80        | 74        | All American  | 61     |  |
|         | 6       | Per Auto Mark        | 50        | 80        | 68        | All American  | 50     |  |
|         | 7       | Per Auto Mark        | 50        | 50        | 62        | Nuzzi Bro.    | 50     |  |
|         | 8       | Per Auto Mark        | 50        | 50        | 69        | Nuzzi Bro.    | 50     |  |
|         | 9       | Per Auto Mark        | 78        | 80        | 85        | All American  | 78     |  |
|         | 10      | Per Auto Mark        | 78        | 80        | 86        | All American  | 78     |  |

| Item No | ROUTE #                                                | Price (1) | Price (2) | Price (3) | Award to No.                                                                            | Amount |
|---------|--------------------------------------------------------|-----------|-----------|-----------|-----------------------------------------------------------------------------------------|--------|
|         | Cost of delivery & return per table for any route      | 9         | 9         | 9         | Super Express: routes 1,2,3<br>All American: routes 4,5,6,9,10<br>Nuzzi Bro: routes 7,8 | as bid |
|         | Cost of delivery & return per chair for any route      | 5         | 5         | 9         | Super Express: routes 1,2,3<br>All American: routes 4,5,6,9,10<br>Nuzzi Bro: routes 7,8 | as bid |
|         | Cost of delivery & return per booth for any route      | 14.85     | 13        | 14.50     | Super Express: routes 1,2,3<br>All American: routes 4,5,6,9,10<br>Nuzzi Bro: routes 7,8 | as bid |
|         | Cost per man-hour overtime Monday through Friday       | 47.50     | 37        | 55        | Super Express: routes 1,2,3<br>All American: routes 4,5,6,9,10<br>Nuzzi Bro: routes 7,8 | as bid |
|         | Cost per man-hour overtime Saturday, Sunday or holiday | 57.50     | 37        | 69        | Super Express: routes 1,2,3<br>All American: routes 4,5,6,9,10<br>Nuzzi Bro: routes 7,8 | as bid |
|         | Cost for Stand-by per election 5:30 am to 9:30 pm      | 1,250     | 1,500     | 1,498     | All American                                                                            | 1,250  |

Remarks

 Rep. Mem.

 Dem Mem.

Hereby certified that the bids listed above were opened at the time and place specified therein and that the above is a correct transcription from all original bids received.

# Ad Content

Legal Notice # 21119059  
NOTICE TO BIDDERS  
Sealed Bids will be publicly  
opened by the Nassau County  
Board of Elections at its  
office, 240 Old Country Road,  
5th floor, Mineola, New York  
11501, on Tuesday, October  
6, 2015, before 4:45 P.M. for  
furnishing:

TRUCKING OF VOTING  
MACHINES - ALL ROUTES  
Bid Security Required

The equipment that is sub-  
ject for a bid will be available  
for viewing on Monday, Sep-  
tember 28, 2015, at 400 Coun-  
ty Seat Drive, Mineola, Dock  
Area.

All Bids must be made on  
Board of Elections bidding  
sheets only, which may be  
obtained by calling (516)  
571-2565, subject to all Coun-  
ty terms, conditions and de-  
tailed specifications and  
must be returned no later  
than 5:00 P.M. on Monday,  
October 5, 2015, at the  
Board of Elections.  
Commissioners of Elections  
County of Nassau  
Dated September, 2015

## NEWSDAY PROOF

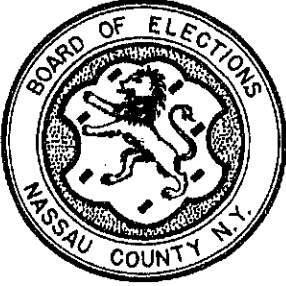
Advertiser: NASSAU COUNTY BOARD OF ELECT  
Agency: NASSAU COUNTY BOARD OF ELECT  
Ad Number: 0021119059  
Start Date: 08/21/2015  
End Date: 09/21/2015  
Price: \$140.00  
Ordered By: Legaladv@newsday.com

Phone: 5165712411  
Contact: SONIA GUTIERREZ  
Section: Legals  
Class: 11100  
Size: 1 x 35 Times: 1  
Date: 9/18/2015  
Zone(s): C-Nassau

Signature of Approval: \_\_\_\_\_

Date: \_\_\_\_\_

## FORMAL SEALED BID PROPOSAL

|                                                                                   |                                                                                                                                                                                                                                       |                           |                    |
|-----------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|--------------------|
|  | STATE OF NEW YORK<br><b>COUNTY OF NASSAU</b><br>BIDS WILL BE RECEIVED AND OPENED AT<br>The Administration Building<br>Nassau County Board Of Elections<br>240 Old Country Road, 5 <sup>th</sup> Floor<br>Mineola, New York 11501-4800 |                           | BID NUMBER         |
|                                                                                   |                                                                                                                                                                                                                                       |                           | BID OPENING DATE   |
|                                                                                   | BUYER                                                                                                                                                                                                                                 | TELEPHONE<br>516-571-2565 | REQUISITION NUMBER |
| PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER                       |                                                                                                                                                                                                                                       |                           |                    |

BID TITLE

TRUCKING OF VOTING MACHINES

- ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED

THE UNDERSIGNED BIDDER AFFIRMS AND DECLARES THAT HE 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 FORTY FIVE DAYS FROM THE BID OPENING DATE TO FURNISH ANY AND ALL THE ITEMS UPON WHICH PRICES ARE HEREINAFTER QUOTED IN THE QUANTITY AND AT THE PRICES BID.

BY SUBMISSION OF THIS BID, THE 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 OF PERJURY, THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF: (A) 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 BIDDER OR WITH ANY COMPETITOR; (B) 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 (C) 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 WHERE (A), (B), (C) ABOVE HAVE NOT BEEN CERTIFIED TO; 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.

DELIVERY TO BE MADE TO

NASSAU COUNTY AS REQUIRED


GUARANTEED DELIVERY DATE

\_\_\_\_ DAYS  
AFTER RECEIPT OF ORDER

EMPLOYERS FEDERAL TAX  
IDENTIFICATION NUMBER

11-3545043

BID MUST BE SIGNED BY PROPRIETOR, PARTNER, OR OFFICER AUTHORIZED TO SIGN  
FOR CORPORATION

|                                    |                                                                                     |
|------------------------------------|-------------------------------------------------------------------------------------|
| NAME OF BIDDER                     | NUZZI BROS. MOVING SERVICE INC                                                      |
| ADDRESS                            | [REDACTED]                                                                          |
| CITY                               | [REDACTED]                                                                          |
| TELEPHONE                          | [REDACTED]                                                                          |
| SIGNATURE OF AUTHORIZED INDIVIDUAL |  |
|                                    | DOMINIC NUZZI PRES.<br>PRINT OR TYPE NAME OF SIGNER AND TITLE                       |

**DESCRIPTION:**

Bids are hereby solicited for the services specified herein which are to be performed at the locations indicated, and in strict accordance with all specifications, terms and conditions attached hereto and made a part hereof.

**IMPORTANT REMINDER:**

Each bidder shall submit with his offer at the date and time scheduled for bid opening, A CERTIFIED CHECK OR BID BOND payable to the County of Nassau in the amount of Twenty Five Hundred Dollars (\$2,500.00)

Bid document must be signed by proprietor, partner, or corporate officer authorized to sign for corporation.

Price schedule must be completed and submitted with bid.

Qualification statement must be completed and submitted with bid.

Business History form must be completed, attached as Appendix B, and submitted with bid.

All officers and any individuals who hold a ten percent (10%) or greater ownership interest in the bidder shall complete and verify the Principal Questionnaire, attached as Appendix C, and submit with bid.

County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form, attached as Appendix D, must be completed and submitted with bid. Additionally, if the bidder utilizes the services of any individual or organization for the purposes of conducting lobbying activities, the bidder **must** also include the Lobbyist Registration and Disclosure Form, completed by that individual/organization, attached as Appendix E.

The proposer's exceptions to the bid requirements, if any.

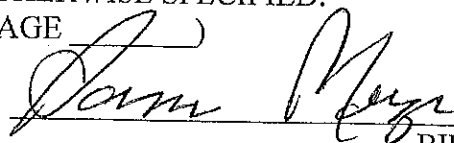
Additional information that you believe pertinent to the County's requirements.

Statement bidder has registered with the County as a vendor.

Contract Negotiations: The County intends to enter into contract negotiations with the selected bidders, who shall be required to enter into a written contract with the County in a form approved

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY  
WITHIN DOORS UNLESS OTHERWISE SPECIFIED.  
(CONTINUED ON PAGE

BIDDER SIGN HERE →

  
BIDDER

by legal counsel for the County. The contract usually includes, without limitation, the standard clauses set forth in Appendix F attached hereto. This sealed bid and the proposal, or any part thereof, may be incorporated into and made a part of the contract. The contract may contain provisions not contained herein. The County reserves the right to negotiate the terms and conditions of the contract with the selected bidder(s), if any. These negotiations could include all aspects of services and fees. Neither the selection of a bidder nor the negotiation of the contract with such bidder(s) shall constitute the County's acceptance of the bidder or a binding commitment on behalf of the County to enter into a contract with such bidder(s), as any binding arrangement must be set forth in the contract signed by both parties and is subject to all requisite approvals.

Iran Divestment Act Certification, attached as Appendix G, must be completed and attached to bid.

Living Wage Law Certificate of Compliance, attached as Appendix L, must be completed and attached to bid.

**DEFINITIONS:**

1. The term "County" as used herein shall be deemed as reference to the County of Nassau, State of New York.
2. 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 services specified herein in accordance with the terms of this agreement.
3. The term "Agency" as used herein shall be deemed as the Board of Elections.

**SCOPE:**

It is the INTENT of the Agency to properly describe by these specifications, terms and conditions an adequate method of providing a trucking service for Scanner (DS-200) and Auto Mark Device, associated equipment, and certain items of furniture so they may enjoy uninterrupted service in consideration for payment.

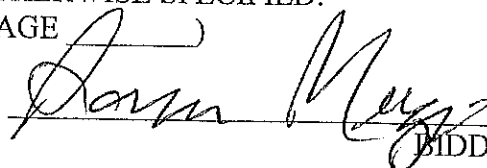
**WORK TO BE PERFORMED FOR:**

NASSAU COUNTY BOARD OF ELECTIONS  
240 OLD COUNTRY ROAD, 5<sup>TH</sup> FLOOR

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY  
WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

(CONTINUED ON PAGE

BIDDER SIGN HERE →

  
BIDDER



MINEOLA, NEW YORK 11501-4800

**GENERAL INFORMATION:**

Questions pertaining to this bid should be directed to:  
Messrs. Thomas McCormick and Scott Milano telephone number 516-571-2568, 2565

**GENERAL CONDITIONS:**

Contractor will furnish all labor, materials and transportation necessary.

Employees of the Contractor while on service shall carry suitable identification approved by the Commissioners of the Agency issued by Contractor and shall be instructed to submit same to scrutiny upon request by employees of the Agency and display at all times in the course of delivering and picking up machines.

The Agency reserves the right to reject any 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.

Unless otherwise indicated herein, the Agency reserves the right to make award by items, by classes, by group of items, or as a whole.

When in the determination of the Agency, the articles or equipment delivered fail to meet County specifications or, if in the determination of the Agency, the Vendor consistently fails to deliver as ordered, the Agency reserves the right, to cancel the order and purchase the balance from other sources at Contractor expense.

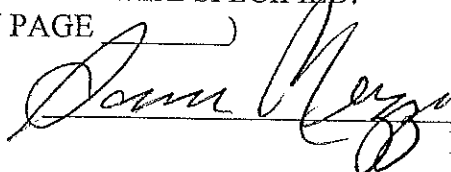
The bidder hereby guarantees:

- (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 Agency to pay the cost of such defense to the County.
- (b) To furnish adequate protection from damage for all work and to repair damages of any kind, for which they or their workmen are responsible, to the building or equipment, to

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY  
WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

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- their own work or the work of other contractors, or in the opinion of the Agency to pay for the same by deductions in payments due under this contract.
- (c) 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.
- (d) That they will keep themselves 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 them, 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 their agents.

**DESCRIPTION:**

Each bidder MUST submit with their bid a list of the equipment owned and to be used for the operation, and if rented equipment is to be used, supply both a list of the equipment and a photo copy of the contract or lease.

Bids shall be presented as ROUTES. The bid for each and any route must be on a delivery and return basis. It should be understood that on certain routes certain stops will include the delivery and return of tables, chairs and privacy booths. These will be listed in the routes stops and must be included in the bid.

- BIDS MADE BY ROUTE SHALL BE ACCEPTED ONLY ON A PER SCANNER (DS-200) AND PER AUTO MARK DEVICE BASIS.

All bidders must submit under one corporate name; claims shall be submitted under the same corporate name.

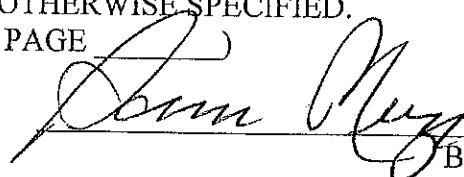
**SPECIFICATIONS:**

**EQUIPMENT:**

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**NUZZI BROTHERS MOVING SERVICES, INC.**

---

**FAX:**  
**PHONE:**

9-28-15

**EQUIPMENT LIST.**

1999 INTERNATIONAL  
2014 INTERNATIONAL  
@)!@ INTERNATIONAL  
2012

ALL TRUCKS ARE 26 FOOT LONG AND EQUIPTED WITH  
POWER GATES.

IF ADDITIONAL VEHICLES ARE NEED WE HAVE A ACCOUNT WITH  
HUB TRUCKS OF FARMINGDALE N.Y.

THANK YOU

DOMINIC NUZZI

PRES.

Vehicles used by Contractors for transportation of Scanners (DS-200), Auto Mark Devices, tables, chairs and privacy booths, must be of a type that are permanently closed against the weather. Canvas tops or any other type of removable covering will not be acceptable.

The G.V.W. of each vehicle must exceed the total of its unladen weight plus the weight of its maximum capacity in Scanners (DS-200), Auto Mark Devices and equipment.

Vehicles should be equipped with a moveable, mechanical tailgate and ramp (for lowering Scanners (DS-200), Auto Mark Devices, tables, chairs and privacy booths to street level and raising to re-load), plus equipment to chock, strap or otherwise secure Scanners (DS-200), Auto Mark Devices, tables, chairs and privacy booths in transit.

The bed of the vehicle should be within twelve inches in height of the Agency loading dock which is forty-eight (48") inches from ground level.

ALL EQUIPMENT USED MUST MEET THE APPROVAL OF THE AGENCY COMMISSIONERS.

**ROUTES:**

The routes will be presented as lists showing Polling Place, Town, A.D., E.D., locations and communities.

It should further be understood that slight changes in the route may occur because of the splitting of election districts or a change or changes in the location of a polling place or a change in designation of A.D. and E.D. as a result of Legislative Reapportionment. The changes will be kept to a minimum, but the total number of EDs on a route and the locations of a polling places may be subject to alterations after contracts have been awarded.

The contract shall include delivery to Primary, General Election and any Special Election that may fall within the route area. It should be understood that the total amount of Scanners (DS-200), Auto Mark Devices, tables, chairs and privacy booths may differ from one Election to the next.

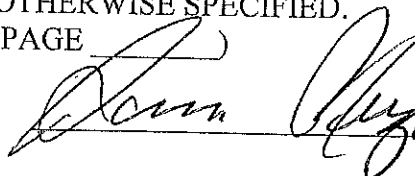
The Agency will provide all necessary information. Further, the amount of Scanners (DS-200) and Auto Mark Devices required for Primaries or Special Elections may drop dramatically to the extent that the Contractor contracted to a particular route may have as few as one, two, or three Scanners (DS-200) and Auto Mark Devices to deliver for the Primary or Special Elections.

The Contractor must respond by 9:00 A.M. of the next working day after receiving verbal notification by the Agency that Scanners (DS-200), Auto Mark Devices and other equipment for election districts in his route are ready for delivery. This will not be common practice, as the Board will make every attempt

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to provide advance notice based upon our setting schedule for Scanners (DS-200) and Auto Mark Devices.

The Contractor must understand that the Agency is not obligated to make all Scanners (DS-200) and Auto Mark Devices on his route available at one time. Scanners (DS-200) and Auto Mark Devices will be set in an order determined by the Agency's Planning Office.

A Contractor's access to the Agency warehouse will be limited to 7:00 A.M. to 5:00 P.M. for pick ups, and 7:00 A.M. to 9:00 P.M. for returns, Monday through Friday, excluding all legal holidays, for the pick-up of Scanners (DS-200), Auto Mark Devices, tables, chairs, privacy booths and return of the same.

Unless otherwise approved by Agency, the Contractor must return all Scanners (DS-200), Auto Mark Devices, tables, chairs and privacy booths to the Agency warehouse not later than 3 (three) working days after the election, commencing not earlier than 7:00 A.M., of the 1<sup>st</sup> day after the election, in order of his choice unless he is given specific priorities by the Agency.

ALL CONTRACTORS ARE EXPECTED AND REQUIRED TO COMPLETE THEIR WORK AT THE EARLIEST POSSIBLE TIME.

It may become necessary that a Contractor be advised to deliver Scanners (DS-200) and Auto Mark Devices to certain polling place the day before an election and remove the day after an election. This information will be included in route breakdowns as it is known. The Agency reserves the right to include any other such conditional alterations as they occur.

IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO MAKE ALL ARRANGEMENTS WITH POLLING PLACES REGARDING THE DELIVERY. ASSISTANCE WILL BE GIVEN BY THE PLANNING OFFICE IN THIS AREA IN THE FORM OF READY INFORMATION SUCH AS ADDRESSES, DISTRICT CLERKS, ETC. BUT IT REMAINS THE RESPONSIBILITY OF THE CONTRACTOR TO MAKE ALL PHONE CALLS, ALL CONTACTS, TO INSURE PROMPT DELIVERY AND REMOVAL OF SCANNERS (DS-200), AUTO MARK DEVICES, TABLES, CHAIRS AND PRIVACY BOOTHS.

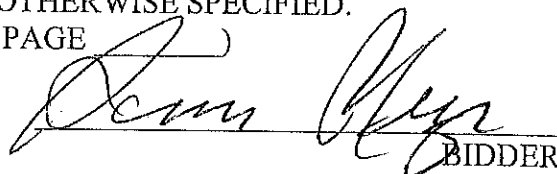
All paperwork assigned to Contractors by the Agency must be accurately completed to the satisfaction of the Planning Office.

**SECURITY:**

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Once the Scanners (DS-200), Auto Mark Devices, tables, chairs and privacy booths are loaded onto a Contractor's vehicle(s), the vehicle shall not be left unlocked and unattended for any significant length of time. If the vehicle's driver has to stop (for a rest break, to eat, to deliver another device, etc.), he or she shall never leave the vehicle unlocked and shall use his or her best effort to keep the vehicle in sight.

If at any point during transport the driver needs to be excused from this delivery route (shift end, illness, etc.), the route shall be resumed by, and custody and control shall be assigned to another responsible driver. Upon all such changes, the relinquishing and accepting drivers shall complete the appropriate paperwork provided by the agency.

**NOTE:**

The trucking work to be performed under any contract resulting from this bid is subject to New York State Labor Law, prevailing wage. Furthermore, to the extent applicable, the bidder represents that it is in compliance with the provisions of Local Law No. 9-2002, "Apprenticeship Training Programs for County Contracts," including having apprenticeship programs appropriate to the type and scope of work to be performed, which have been registered with and approved by the New York State Commissioner of Labor in accordance with Article 23 of the New York Labor Law.

No contract (route) may be sublet without written consent of the Agency Commissioners, but bidders should anticipate that such consent will not routinely be given and except in situations the Commissioners of Elections deem an emergency, will be denied. IN THE EVENT THAT A SUBLET CONTRACT IS FOUND ACCEPTABLE, THE SUB-CONTRACTOR MUST MEET ALL CRITERIA REQUIRED BY CONTRACTORS.

The bidder warrants that he is not in arrears to the County of Nassau upon debt or contract and is not in default as surety, contractor, or otherwise, upon any obligation to the County.

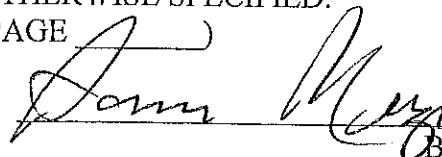
Tax Provision: Purchases made by the County of Nassau are not subject to State, Local Sales Taxes or Federal Excise Taxes. Federal Exemption #A-109538, State Exemption #EX 7213062C. The County of Nassau is not subject to any existing "Fair Trade Agreements" and bidders should be governed accordingly.

Ordinance # 72-2014: The bidder declares that they are a registered vendor in accordance with Ordinance # 72-2014 (the "Ordinance"). All registered vendors must pay the One Hundred Twenty-five Dollar (\$125.00) annual fee required under the Ordinance. Additionally, registered vendors must pay a Two Hundred Seventy-five Dollar (\$275.00) per contract fee to register blanket contracts on the County's procurement website, as required under the Ordinance. Further details about the registration process may be found at: <https://eproc.nassaucountyny.gov/SupplierRegister>.

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**PERIOD COVERED:**

Shall be from the effective date of the contract and shall run for a period of one (1) year with the option to renew for two (2) additional one (1) year periods to be exercised by the Agency Commissioners, subject to the availability of funds under the annual appropriation ordinance.

**PRICES:**

Prices shall remain firm for the first year of the contract and no upward escalation will be permitted. Increases in labor and/or materials costs and insurance premiums 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 or insurance rate increases which are documented by the agent or insurance carrier. The burden of proof for such increases shall be upon the Contractor and shall be formally directed to the Agency Commissioners. The decision as to whether or not such increases will be granted shall be made by the Commissioners 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 give written notice of termination, no less than sixty (60) days before any primary or general election, upon receipt of which the contract will be re-bid.

**INSURANCE AND WORKERS' COMPENSATION:**

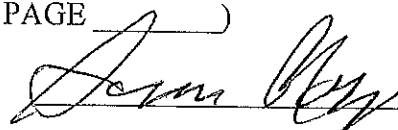
1. The contractor shall obtain from an insurance company authorized to do business in the State of New York, and keep in force during the term of this contract, a policy of comprehensive and general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured, including but not limited to, the torts and negligence of Contractors personnel, with a combined single limit of three million dollars for bodily injury or property damage for any one occurrence at the Contractor's sole cost and expense. The policy must provide for full liability coverage for property damage. Any policy which provides for or covers property damage on a per pound basis will result in termination of the agreement with the Contractor without further notice. The certificate of such insurance shall be delivered to the Agency Commissioners at the time the Contractor delivers the performance bond.
2. The Contractor shall comply with all provisions of the Workers' 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 County.

**PERFORMANCE BOND:**

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In the event that an award is made hereunder, the Agency Commissioners require the successful bidder to post within one week, a performance bond for five thousand (\$5,000.00) dollars per route or other collateral approved by the Commissioners, in lieu thereof, as 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 default on the part of the bidder. Such bond must meet all the requirements of the County Attorney and be approved by the County Attorney.

**AWARD:**

If any, award will be made to the lowest responsible bidder, who, in the opinion of the Agency Commissioners meets the specifications and qualifications stated herein. The award will be in the form of a Contract, which, when issued and executed by the Agency, with all other requisite County and other governmental approvals, will enable the successful bidder to perform the services specified herein for the period indicated and at the prices bid.

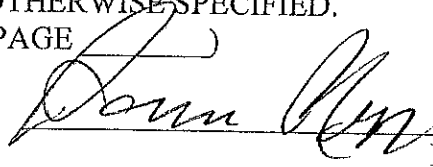
**PAYMENT:**

County claim forms shall be submitted in arrears, directly to the using Agency with invoices, supported by vouchers signed by Agency personnel attesting to the satisfactory completion of the required services as specified.

This bid, and any contract awarded hereunder, is subject to the provisions of Article 18 of the General Municipal Law of the State of New York, as amended, Section 22-24 of the Administrative Code of the County of Nassau and the provisions of the Anti-Discrimination Order of the County of Nassau.

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PRICE SCHEDULE

DELIVERY AND RETURN  
COST PER SCANNER (DS-200)

|           |                 |                  |
|-----------|-----------------|------------------|
| Route # 1 | \$ <u>96.00</u> | Scanner (DS-200) |
| Route #2  | \$ <u>75.00</u> | Scanner (DS-200) |
| Route #3  | \$ <u>75.00</u> | Scanner (DS-200) |
| Route #4  | \$ <u>76.00</u> | Scanner (DS-200) |
| Route #5  | \$ <u>76.00</u> | Scanner (DS-200) |
| Route #6  | \$ <u>76.00</u> | Scanner (DS-200) |
| Route #7  | \$ <u>40.00</u> | Scanner (DS-200) |
| Route #8  | \$ <u>42.00</u> | Scanner (DS-200) |
| Route #9  | \$ <u>76.00</u> | Scanner (DS-200) |
| Route #10 | \$ <u>76.00</u> | Scanner (DS-200) |

PRICE SCHEDULE

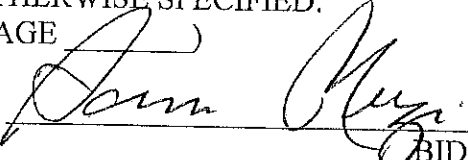
DELIVERY AND RETURN  
COST PER AUTO MARK

|           |                 |           |
|-----------|-----------------|-----------|
| Route # 1 | \$ <u>96.00</u> | Auto Mark |
| Route #2  | \$ <u>80.00</u> | Auto Mark |
| Route #3  | \$ <u>80.00</u> | Auto Mark |
| Route #4  | \$ <u>80.00</u> | Auto Mark |
| Route #5  | \$ <u>80.00</u> | Auto Mark |
| Route #6  | \$ <u>80.00</u> | Auto Mark |

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Route #7 \$ 50.00 ~~75.00~~ Auto Mark  
Route #8 \$ 60.00 Auto Mark  
Route #9 \$ 80.00 Auto Mark  
Route #10 \$ 80.00 Auto Mark  
Cost of delivery and return  
per table for any route \$ 9.00  
Cost of delivery and return  
per chair for any route \$ 6.00  
Cost of delivery and return  
per privacy booth for any route \$ 13.00  
Cost per man-hour overtime  
Monday through Friday \$ 37.00 per man-hour  
Cost per man-hour overtime  
Saturday, Sunday or Holidays \$ 37.00 per man-hour  
STAND-BY on Election Day  
One contractor to be station at agency  
during the hours of 5:00 a.m. to 9:30 p.m. \$ 1600.00 per truck, per election

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Sam Mays  
BIDDER

ADDRESS:

TELEPHONE: \_\_\_\_\_

- PRESIDENT: DOMINIC NUZZI

MICHELLE NUZZO

SECRETARY:

TREASURER: MICHAEL NUZZI

**PARTNERS:**

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# BIDDER

6. IN WHAT OTHER LINE OF BUSINESS ARE YOU OR YOUR FIRM FINANCIALLY ENGAGED?

none

7. WHAT IS THE EXPERIENCE OF THE PRINCIPAL INDIVIDUALS OF YOUR ORGANIZATION RELATING TO THE SUBJECT OF THIS BID?

| INDIVIDUAL'S<br>NAME | PRESENT<br>POSITION | YEARS OF<br>EXPERIENCE | MAGNITUDE &<br>TYPE OF WORK | IN WHAT<br>CAPACITY |
|----------------------|---------------------|------------------------|-----------------------------|---------------------|
| DOMINIC NUZZI        | PRES.               | \$ )                   | VOTING MACHINES             | SUPERVISOR          |
| TIM WILLIAMS         | DRIVER              | 1 )                    | VOTING MACHINES             | DRIVER              |

8. IN WHAT MANNER HAVE YOU INSPECTED THIS PROPOSED WORK? EXPLAIN IN DETAIL.

VISUAL SURVEY AND MEETINGS WITH BOE PERSONALL

9. THE CONTRACT, IF AWARDED TO YOU OR YOUR FIRM, WILL BE PERSONALLY SUPERVISED BY WHOM? GIVE NAME, ADDRESS, AND PRESENT POSITION.

DOMINIC NUZZI pres.

10. LIST THE PROJECTS WHICH YOUR FIRM HAS UNDER CONTRACT OR HAS PERFORMED IN THE PAST THREE YEARS WHICH YOU FEEL WILL QUALIFY YOU FOR THIS TYPE OF WORK:

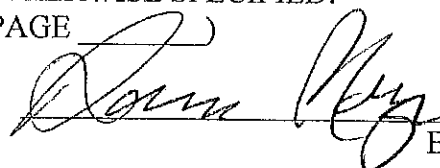
| TYPE OF WORK           | DATE<br>PERFORMED | APPROX.<br>CONTRACT AMT. | NAME & ADDRESS OF<br>CONTRACTING OFFICE |
|------------------------|-------------------|--------------------------|-----------------------------------------|
| <u>voting machines</u> | <u>30 years</u>   |                          | <u>BOE PERSONALL</u>                    |

(Use Additional Blank sheets if additional space is necessary)

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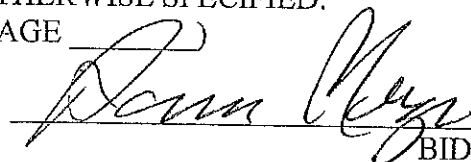


- 8) Does this business control one or more other businesses? Yes ☐ No ☒ If Yes, please provide details: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- 9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ☐ No ☒ If Yes, provide details. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- 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). \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- 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

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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?

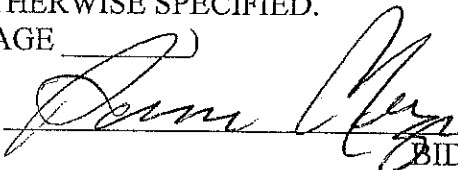
No X Yes \_\_\_ If Yes, provide details for each such conviction. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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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 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 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 on behalf of Nassau County.

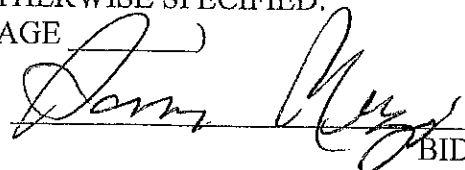
(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

- 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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BIDDER



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?

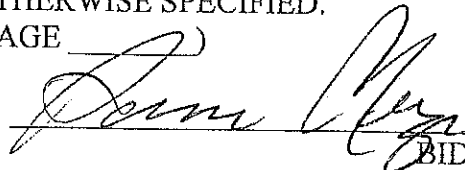
No ☒ Yes \_\_\_ If Yes, provide details for each such conviction. \_\_\_\_\_

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. \_\_\_\_\_

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY  
WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

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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 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 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 on behalf of Nassau County.

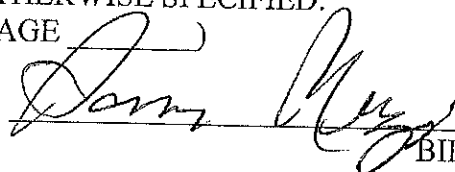
(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

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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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 BOARD OF ELECTIONS

Contact Person HANS LIPOVEC

Address 400 COUNTY SEAT DRIVE

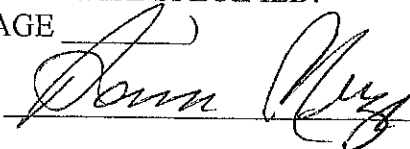
City/State MINEOLA N.Y.

Telephone 516-571-1634

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---

**NUZZI BROTHERS MOVING SERVICES, INC.**

---

[REDACTED]  
FAX: [REDACTED]  
PHONE: [REDACTED]

9-28-15

NASSAU COUNTY BOARD OF ELECTIONS

RESUME OF NUZZI BROS. MOVING SERVICE.

PERSONS OF FINANCIAL INTEREST    DOMINIC NUZZI  
                                                 MICHELLE NUZZI  
RESIDING AT [REDACTED]

OFFICERS OF COMPANY                    DOMINIC NUZZI PRES.  
                                                 MICHELLE NUZZI TREAS.  
                                                 MICHAEL NUZZI SEC.

ALL RESIDING AT [REDACTED]

inc. in the state of new york

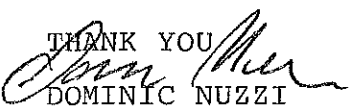
FIRM EMPLOYES 6 full time employees.

REVENUE OF FIRM APPROXIMATES 175, 000. 00

I HAVE PERSONALLY BEEN INVOLVED IN TRANSPORTING VOTING MACHINES  
FOR OVER 35 YEARS. NUZZI BROS. HAVE BEEN TRANSPORTING MACHINES  
FOR 15 YEARS . WE HAVE SERVICED GENERAL ELECTION MACHINES  
AND SPECIAL ELECTIONS.

YOU NEED GO NO FURTHER THEN THE EMPLOYEES OF BOE WHO HANDLE MACHINES  
TO ATTEST FOUR OUR DEGREE OF SERVICE.

I HAVE ATTACHED COPY OF N.Y. STATE LICENSE.

THANK YOU  
  
DOMINIC NUZZI

PRES.

FILING RECEIPT

ENTITY NAME: NUZZI BROTHERS MOVING SERVICE, INC.

DOCUMENT TYPE: INCORPORATION (DOM. BUSINESS)

COUNTY: NASS

SERVICE COMPANY: COLBY ATTORNEYS SERVICE COMPANY

SERVICE CODE: 08 \*

FILED:05/04/2000 DURATION:PERPETUAL CASH#:000504000743 FILM #:000504000718

ADDRESS FOR PROCESS

EXIST DATE

THE CORPORATION  
28 MARIETTA DRIVE  
WESTBURY, NY 11590

05/04/2000

REGISTERED AGENT

STOCK:

200 NPV



|                      |          |        |          |        |
|----------------------|----------|--------|----------|--------|
| FILER                | FEES     | 160.00 | PAYMENTS | 160.00 |
| DANIEL SAMETA, CPA   | FILING   | 125.00 | CASH     | 0.00   |
| 1456 DEER PK AVE.    | TAX      | 10.00  | CHECK    | 0.00   |
|                      | CERT     | 0.00   | CHARGE   | 0.00   |
|                      | COPIES   | 0.00   | DRAWDOWN | 0.00   |
| N. BABYLON, NY 11703 | HANDLING | 25.00  | BILLED   | 160.00 |
|                      |          |        | REFUND   | 0.00   |

Fax # 516-571-2534

E-Mail Address \_\_\_\_\_

Company VILLAGE OF MINEOLA

Contact Person 155 WASHINGTON AVE. JOSEPH R. SCALERO

Address MINEOLA N.Y. 11501

City/State \_\_\_\_\_

Telephone 516-746-0750

Fax # 516-746-5602

E-Mail Address \_\_\_\_\_

Company INC. VILLAGE OF FLORAL PARK

Contact Person SUSAN E. WALSCH

Address ONE FLORAL BLVD.

City/State FLORAL PARK N.Y. 110-02

Telephone 516-326-6300

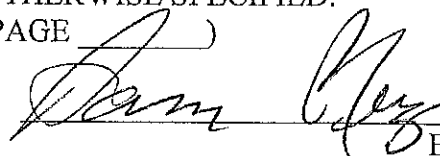
Fax # 516

E-Mail Address WWW.FPVILLAGE.ORG

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**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, Dominic Nuzzi, 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 30 day of Sept

2015

BARBARA BOTWINICK  
Notary Public, State of New York  
No. 01805074354  
Qualified in Nassau County  
Commission Expires March 10, 2017

Notary Public

Barbara Botwinick

Name of submitting business: NUZZI BROS. MOVING SERVICE INC?

By: DOMINIC NUZZI

Dominic Nuzzi  
Print name  
Signature

PRES.

Title

9/30/15  
Date

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY  
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Dominic Nuzzi  
BIDDER

## APPENDIX C

### 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 DOMINIC NUZZI  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address same  
City/state/zip same  
Telephone [REDACTED]  
Other present address(es) [REDACTED]  
City/state/zip [REDACTED]  
Telephone [REDACTED]  
List of other addresses and telephone numbers attached

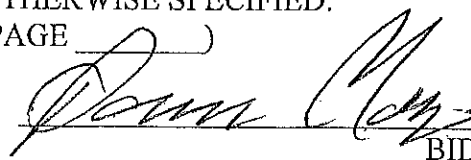
2. Positions held in submitting business and starting date of each (check all applicable)

President 06/04/2000 Treasurer 06/04/2000  
Chairman of Board    /    /     Shareholder    /    /      
Chief Exec. Officer    /    /     Secretary 06/04/2000  
Chief Financial Officer    /    /     Partner    /    /      
Vice President    /    /        /    /    

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(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.

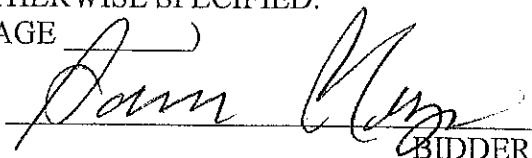
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

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

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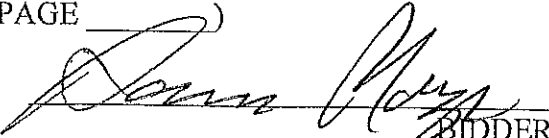
affect such business's ability to bid or propose on contract? NO X YES \_\_\_\_  
\_\_\_\_ If Yes, provide details for each such instance.

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 A 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.

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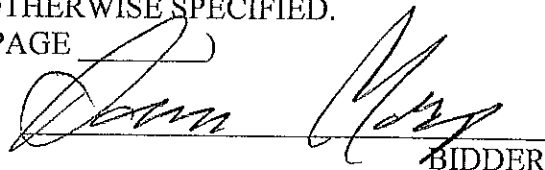
  
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10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation 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.

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**CERTIFICATION**

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I, Dominic Nuzzi, 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 30 day of Sept 2015

Notary Public, State of New York

No. 01805074354

Qualified in Nassau County

Commission Expires March 10, 2017

Barbara Botwin  
Notary Public

NUZZI BROS. MOVING SERVICE INC.

Name of submitting business

DOMINIC NUZZI

Print name

Signature

PRES.

Title

Date

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Dominic Nuzzi  
BIDDER

APPENDIX D

COUNTY OF NASSAU

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

1. Name of the Entity: NUZZI BROS. MOVING SERVICE INC.  
Address: [REDACTED]  
City, State and Zip Code: [REDACTED]
2. Entity's Vendor Identification Number: 11-354 5043
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):

DOMINIC NUZZI

MICHELLE NUZZI

MICHAEL NUZZI

ALL ABOVE RESIDE AT [REDACTED]

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*[Signature]*

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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.

DOMINIC NUZZI

MICHELLE NUZZI

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.

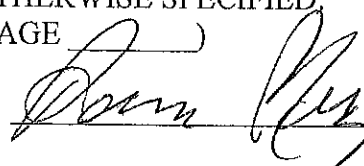
NONE

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. The term "lobbyist" does not include any officer, director, trustee,

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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 below 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*

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*[Signature]*

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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: 9/26/15

Signed: 

Print Name: Dominick W. 0277

Title: PFS

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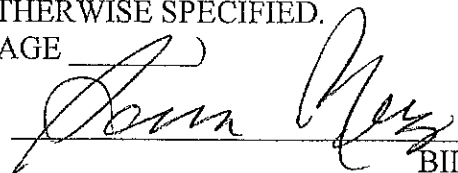


**The term lobbying shall mean any attempt to influence:** any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, 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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**APPENDIX E**

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.

*No 12*

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

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

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*[Signature]*  
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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

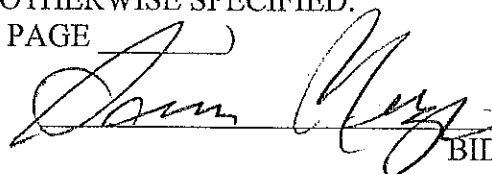
5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

None

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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: 9/28/15

Signed: 

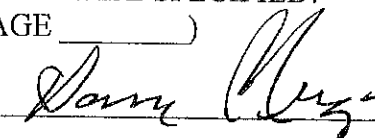
Print Name: Dominic Pizzitelli

Title: Pres

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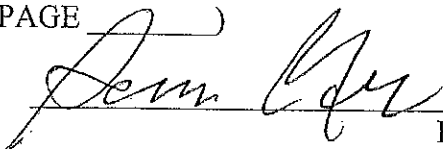
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**The term lobbying shall mean any attempt to influence:** any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination 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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**APPENDIX F**

**STANDARD CLAUSES FOR NASSAU COUNTY CONTRACTS**

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

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

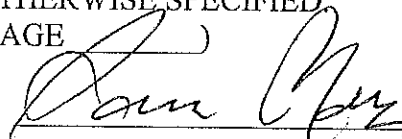
**3. Compliance with Law.** (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its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

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

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, such breach being determined solely by the County. Contractor has the right to cure

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such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

- (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

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

**4. Minimum Service Standards.** Regardless of whether required by Law:

- (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.
- (b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

**5. Indemnification; Defense; Cooperation.**

- (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, its officers, employees, and agents (the "Indemnified Parties") from and

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against any and all liabilities, losses, costs, expenses (including, without limitation, reasonable attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether taken pursuant to or authorized by this Agreement and regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

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

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

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

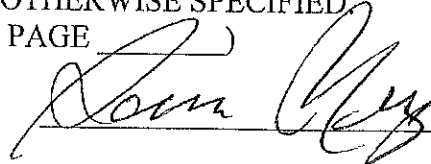
**6. Insurance and Bonds.** (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) 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 Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable

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to the County, and (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

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

(d) Performance Bond. Contractor agrees to obtain and keep in force at all times during the life of this agreement and any renewals of extensions thereof, a bond or other collateral to secure the faithful performance of this Agreement in the sum of Five Thousand (\$5,000.00) Dollars per route with the understanding that the whole or any part thereof may be used by the County to supply any deficiency that may arise from default on the part of the bidder.

**7. Assignment; Amendment; Waiver; Subcontracting.**

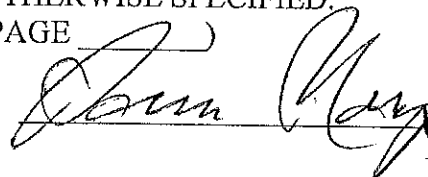
(a) This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), 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.

**8. Work Performance Liability.**

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

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

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

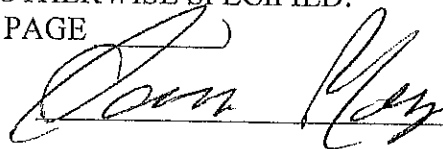
(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued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

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

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Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

**10. Accounting Procedures; Records.** The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the 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 County Comptroller, the County Attorney's Office, 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.

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

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

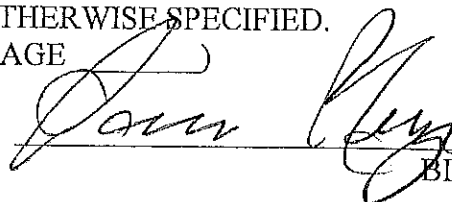
(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

**12. Consent to Jurisdiction and Venue; Governing Law.** Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or

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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.

**13. All Legal Provisions Deemed Included; Severability; Supremacy; 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, so if any construction is made of the Agreement it shall not be construed against either party as drafter.

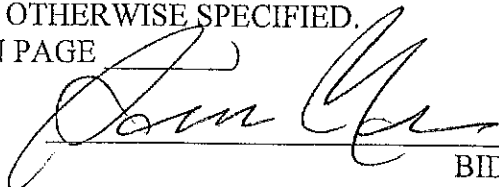
**14. Administrative Service Charge.** The Contractor agrees to pay the County an administrative service charge of One Hundred Fifty dollars (\$150.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

| <u>Value of contract:</u> | <u>Administrative fee:</u> |
|---------------------------|----------------------------|
| \$0 - \$5,000             | \$0                        |
| \$5,001 - \$50,000        | \$160                      |

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|                       |       |
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| \$50,001 - \$ 100,000 | \$266 |
| \$100,001 or more     | \$533 |

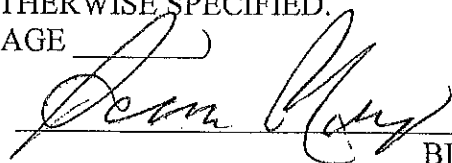
**15. Executory Clause.** Notwithstanding any other provision of this Agreement:

- (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 and other governmental approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).
- (b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the State and/or federal governments, then beyond funds available to the County from the State and/or federal governments.

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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 herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

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

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

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

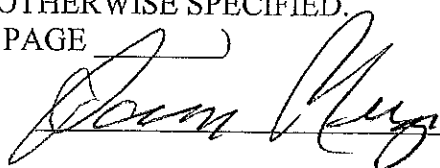
(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

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

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must be equal opportunity employers.

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

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

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

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

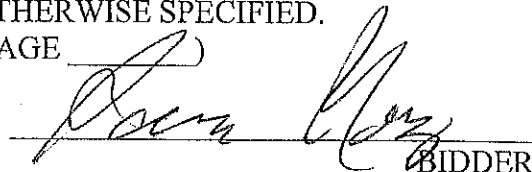
(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-

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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:

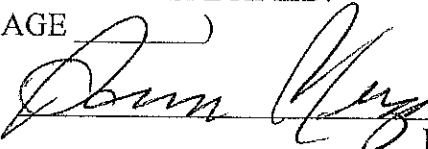
- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director 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.

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

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

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

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

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

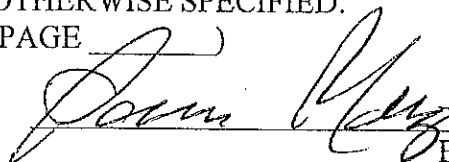
As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for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

As used in this Appendix EE the term "County Contractor" means an individual,

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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.

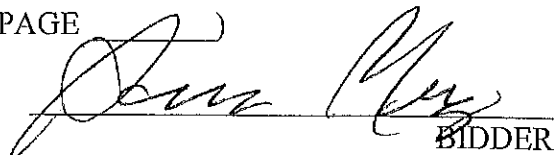
As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- 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

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allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

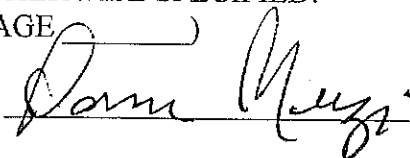
As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

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

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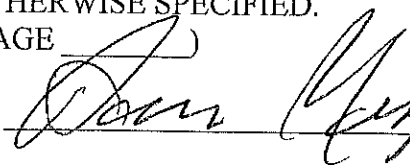
  
BIDDER

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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**Appendix L**

**Certificate of Compliance**

In compliance with Local Law 1-2006, as amended, the Proposer/Bidder hereby certifies the following:

1. The chief executive officer of the Proposer/Bidder is:

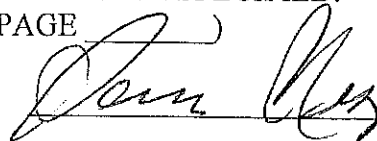
\_\_\_\_\_  
DOMINIC NUZZI (Name)  
\_\_\_\_\_  
[REDACTED] (Address)  
\_\_\_\_\_  
[REDACTED] (Telephone Number)

2. The Proposer/Bidder agrees to comply with the requirements of the Nassau County Living Wage Law, and with all applicable federal, state and local laws.
3. In the past five years, Proposer/Bidder \_\_\_\_\_ 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 by the Proposer/Bidder, 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 Proposer/Bidder in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety

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and health. If such a proceeding, action, or investigation has been commenced, describe below:

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5. Proposer/Bidder 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.

9/30/15

Dated

Signature of Chief Executive Officer

DOMINIC NUZZI

Name of Chief Executive Officer

Sworn to before me this

30 day of Sept

, 2015  
BARBARA BOTWINICK  
Notary Public, State of New York  
No. 01B05074354  
Qualified in Nassau County

Commission Expires March 10, 2017

Notary Public

Barbara Botwinick

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Dominic Nuzzi  
BIDDER

Appendix G  
Iran Divestment Act – Certification

Pursuant to New York State Finance Law Section 165-A, Iran Divestment Act of 2012, the Office of General Services is required to post on its website 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 Section 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.

The Certification is as follows:

\_\_\_\_ (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law.

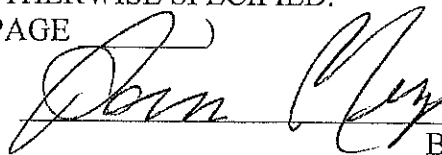
\_\_\_\_ (b) A bid shall not be considered for award nor shall any award be made where the condition set forth in paragraph a of this subdivision has not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification and would like to be considered for award, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. An award may be made to a bidder who cannot make the certification pursuant to paragraph (a) of this subdivision on a case-by-case basis if:

(1) The investment activities in Iran were made before the effective date of this section, the investment activities in Iran have not been expanded or renewed after the effective date of this section, and the person has adopted, publicized, and is implementing a formal plan to cease the

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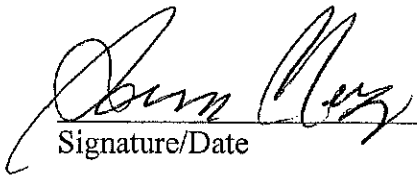
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investment activities in Iran and to refrain from engaging in any new investments in Iran; or

(2) The County makes a determination that the goods or services are necessary for the County to perform its functions and that, absent such an exemption, the County would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

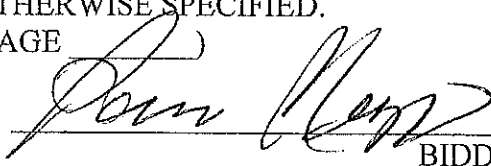
 9/28/18  
Signature/Date

DOMINIC NUZZI PRES.  
Print Name and Position

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FROM NUZZI...PROS...MOVING SERVICE INC.

[REDACTED]

# R U S H FORMAL BID

BID NO. ....

PROPOSALS FOR .....

OPENING DATE .....

AT 11:00 A.M.

PA30 5M10/00

Nassau County Board of Elections  
240 Old Country Rd - 5th Floor  
Mineola, NY 11501

2015 OCT - 2 P 12: 31  
BOA - ELECTIONS  
NASSAU COUNTY

Contract ID#: CLTS15000001Department: Traffic Safety Board**E-51-16****Contract Details**SERVICE STOP DWI EnforcementNIFS ID #: CLTS15000001NIFS Entry Date: 12/31/2015Term: from 01/01/15 to 12/31/15

|                                                               |
|---------------------------------------------------------------|
| New <input type="checkbox"/> Renewal <input type="checkbox"/> |
| Amendment <input checked="" 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 <input checked="" type="checkbox"/> |
| 2) Comptroller Approval Form Attached:           | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/>            |
| 3) CSEA Agmt. § 32 Compliance Attached:          | Yes <input type="checkbox"/>            | No <input checked="" type="checkbox"/> |
| 4) Vendor Ownership & Mgmt. Disclosure Attached: | Yes <input type="checkbox"/>            | No <input checked="" type="checkbox"/> |
| 5) Insurance Required                            | Yes <input type="checkbox"/>            | No <input checked="" type="checkbox"/> |

**Agency Information**

| Vendor                           |                                     |
|----------------------------------|-------------------------------------|
| Name<br><b>Danielle P. Rella</b> | Vendor ID#<br>[REDACTED]            |
| Address<br>[REDACTED]            | Contact Person<br>Danielle P. Rella |
|                                  | Phone<br>[REDACTED]                 |

| County Department                                                  |
|--------------------------------------------------------------------|
| Department Contact<br>Christopher Mistrion<br>STOP DWI Coordinator |
| Address<br>1194 Prospect Avenue<br>Westbury, NY 11590              |
| Phone<br>(516) 571-7021                                            |

**Routing Slip**

| DATE Rec'd         | DEPARTMENT                                                              | Internal Verification                                                                                                | DATE App'd & Fw'd    | SIGNATURE                              | Leg. Approval Required                                                                         |
|--------------------|-------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------|----------------------|----------------------------------------|------------------------------------------------------------------------------------------------|
| 1/14/16<br>1/19/16 | Department                                                              | NIFS Entry (Dept) <input checked="" type="checkbox"/><br>NIFS Appvl (Dept. Head) <input checked="" type="checkbox"/> | 12/31/15<br>12/31/15 | Chris [Signature]<br>Chris [Signature] |                                                                                                |
|                    | OMB                                                                     | NIFS Approval <input type="checkbox"/>                                                                               | 1/20/16              | [Signature]                            | Yes <input type="checkbox"/> No <input type="checkbox"/><br>Not required if blanket resolution |
| 1/25/16            | County Attorney                                                         | CA RE & Insurance Verification <input checked="" type="checkbox"/>                                                   | 1/25/16              | [Signature]                            |                                                                                                |
| 1/26/16            | County Attorney                                                         | CA Approval as to form <input checked="" type="checkbox"/>                                                           | 1/26/16              | [Signature]                            |                                                                                                |
|                    | Legislative Affairs                                                     | Fw'd Original Contract to CA <input type="checkbox"/>                                                                | 2/9/16               | Concetta A. [Signature]                |                                                                                                |
|                    | Rules <input checked="" type="checkbox"/> Leg. <input type="checkbox"/> | <input type="checkbox"/>                                                                                             |                      |                                        | Yes <input type="checkbox"/> No <input type="checkbox"/>                                       |
|                    | County Attorney                                                         | NIFS Approval <input type="checkbox"/>                                                                               |                      |                                        |                                                                                                |
|                    | Comptroller                                                             | NIFS Approval <input type="checkbox"/>                                                                               |                      |                                        |                                                                                                |
| 2/4/16             | County Executive                                                        | Notarization <input type="checkbox"/><br>Filed with Clerk of the Leg. <input type="checkbox"/>                       | 2/4/16               | [Signature]                            |                                                                                                |



## Contract Summary

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Description:</b> Danielle P. Rella                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Purpose:</b> The mission of the Traffic Safety Board and STOP DWI Program is to enhance safety on Nassau County roadways through the coordination of enforcement and education. The use of County designed programs are enhanced with the assistance of a Traffic Safety Educator who assist the department in advancing roadway safety in the schools and community. Amendment necessary due to the addition of Police Academy classes                                                                               |
| <b>Method of Procurement:</b> : The County funds the Council activities via personal services contract funded through the Nassau County STOP-DWI Grant Program. The contractual services are based upon a grant proposal that is submitted annually to the STOP-DWI Coordinator for review. The contract provides for the individual to advance programs in the capacity of a Traffic Safety Educator. The Traffic Safety Board's funding helps to defray the administrative costs of the program.                       |
| <b>Procurement History:</b> Danielle Rella has had experience as an educator with MADD Long Island. Her organizational skills advanced MADD's programs throughout Nassau County. The Traffic Safety Board is advancing its safety programs and community outreach by the addition of a safety educator to assist in the programs of the STOP DWI program as outlined in the annual DWI Plan.                                                                                                                             |
| <b>Description of General Provisions:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| The contract provides grant money for an educator to offer educational and safety programs in an attempt to address issues putting children at risk; promote drug and alcohol free driving safety, establish school activities to educate and promote safe driving. In addition the programs will also promote the use of safety equipment in motor vehicles including child safety seat education. In addition the Contractor shall assist the department in coordinating all grant programs administered by the board. |
| <b>Impact on Funding / Price Analysis:</b> The contract is 100% funded by STOP DWI grant funds. In addition this program has been identified as a public education initiative in the 2014 STOP-DWI Annual Plan that has been approved by the Department of Motor Vehicles.                                                                                                                                                                                                                                               |
| <b>Change in Contract from Prior Procurement:</b> No change in funding from prior grant award.                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Recommendation:</b> (approve as submitted)                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |

## Advisement Information

| BUDGET CODES |     |
|--------------|-----|
| Fund:        | GRT |
| Control:     | 81  |
| Resp:        | X5  |
| Object:      | DE  |
| Transaction: | 501 |

| RENEWAL    |  |
|------------|--|
| % Increase |  |
| % Decrease |  |

| FUNDING SOURCE                            | AMOUNT             |
|-------------------------------------------|--------------------|
| Revenue Contract <input type="checkbox"/> | XXXXXXXX           |
| County                                    | \$                 |
| Federal                                   | \$                 |
| State                                     | \$                 |
| Capital                                   | \$                 |
| Other                                     | \$ 2,500.00        |
| <b>TOTAL</b>                              | <b>\$ 2,500.00</b> |

| LINE         | INDEX/OBJECT CODE  | AMOUNT             |
|--------------|--------------------|--------------------|
| 1            | TSGRT81000TH/DE501 | \$ 2,500.00        |
| 2            |                    | \$                 |
| 3            |                    | \$                 |
| 4            |                    | \$                 |
| 5            |                    | \$                 |
| 6            |                    | \$                 |
| <b>TOTAL</b> |                    | <b>\$ 2,500.00</b> |

Document Prepared By: Christopher M. Mistrion, STOP-DWI CoordinatorDate: 12/31/15

| 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 <u>2/4/16</u>        |
| Date                                                 | Date                                                                                                                    | (For Office Use Only)     |
|                                                      |                                                                                                                         | E #:                      |

RULES RESOLUTION NO.    – 2016

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. RELLA

WHEREAS, the County has negotiated an amendment to a personal services agreement with Danielle P. Rella is assisting the Traffic Safety Board and STOP DWI in various educational programs, 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 amendment to the agreement with Danielle P. Rella.

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: Danielle P. Rella

CONTRACTOR ADDRESS [REDACTED]

FEDERAL TAX ID # [REDACTED]

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

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

**II. ☐ The contractor was selected pursuant to a Request for Proposals.**  
The Contract was entered into after a written request for proposals was issued on \_\_\_\_\_ [date]. Potential proposers were made aware of the availability of the RFP by \_\_\_\_\_ [newspaper advertisement, posting on website, mailing, etc.]. \_\_\_\_\_ [#] of potential proposers requested copies of the RFP. Proposals were due on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] proposals were received and evaluated. The evaluation committee consisted of: \_\_\_\_\_

\_\_\_\_\_ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), 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.

***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

1/19/2016

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. 02/04*

## AMENDMENT NO. 1

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of the date (the "Effective Date") that this Amendment is executed by Nassau County, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of the Traffic Safety Board, having its principal office at 1194 Prospect Avenue, Westbury, NY 11590 (the "Department"), and (ii) Danielle P. Rella, having her principal office at [REDACTED] (the "Contractor").

### WITNESSETH:

WHEREAS, pursuant to County contract number CQTS15000003 between the County and the Contractor, executed on behalf of the County on March 18, 2015, (the "Original Agreement"), the Contractor assists the Traffic Safety Board and STOP DWI Program, as more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from January 1, 2015 until December 31, 2015, unless sooner terminated in accordance with the provisions of the Original Agreement, provided, however, the County may renew the Original Agreement under the same terms and conditions for an additional two (2), one (1) year periods (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement, as full compensation for the Services, was Twenty-Four Thousand Five Hundred Dollars (\$24,500.00) (the "Maximum Amount"); and

WHEREAS, the County desires to increase the Maximum Amount.

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

1. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Two Thousand Five Hundred Dollars (\$2,500.00) (the "Amendment Maximum Amount"), so that the maximum amount that the County shall pay to the Contractor as full consideration for all Services provided under the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be Twenty-seven Thousand Dollars (\$27,000.00) (the "Amended Maximum Amount"). The Amendment Maximum Amount shall be payable to the Contractor for Services performed by the Contractor at an hourly rate of Forty Dollars (\$40.00) for a total of 62.5 hours.

2. Compliance with Law. (a) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, attached as Appendix L is a current Living Wage Law certification of compliance.




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

[Remainder of Page Intentionally Left Blank.]

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

DANIELLE P. RELLA

By:   
Name: Danielle P. Rella  
Title: Traffic Safety  
Date: 1/19/14

NASSAU COUNTY


By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: County Executive  
☐ Deputy County Executive  
Date: \_\_\_\_\_

PLEASE EXECUTE IN BLUE INK

-----

)ss.:

On the 1<sup>st</sup> day of JANUARY in the year 2016 <sup>Dr</sup> before me personally came DANIELLE P. BRYAN to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of SUFFOLK; that he or she is the INDIVIDUAL of \_\_\_\_\_, 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.

  
CHRISTOPHER M. MSTRON  
NOTARY PUBLIC, State of New York  
No. 01M5044039  
Qualified in Nassau County  
Commission Expires May 22, 2018

)SS.:

On the \_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_ before me personally came \_\_\_\_\_ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of \_\_\_\_\_; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

4

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:

Danielle P. Rella

(Name)

[REDACTED]

(Address)

[REDACTED]

(Telephone Number)

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_

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.

1/19/2016  
Dated

*D. Kella*  
Signature of Chief Executive Officer

Danielle P. Kella  
Name of Chief Executive Officer

Sworn to before me this

19<sup>th</sup> day of January, 2016.  
*Christopher M. Mistrion*

Notary Public

CHRISTOPHER M. MISTRON  
NOTARY PUBLIC, State of New York  
No. 01MI5044039  
Qualified in Nassau County  
Commission Expires May 22, 2018

CHRISTOPHER M. MISTRON  
NOTARY PUBLIC, State of New York  
No. 01MI5044039  
Qualified in Nassau County  
Commission Expires May 22, 2018

COUNTY OF NASSAU

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

1. Name of the Entity: [REDACTED]  
Address: [REDACTED]  
City, State and Zip Code: [REDACTED]
2. Entity's Vendor Identification Number: [REDACTED]
3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture  
☐ Ltd. Liability Co ☐ Closely Held Corp Contractor 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):

N/A

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.

N/A

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. 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

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

N/A

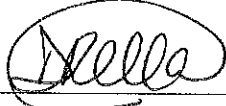
(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

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: 1/19/16

Signed: 

Print Name: Danielle Kella

Title: Traffic Safety



**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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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.

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

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

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.**

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

---

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: 1/19/16

Signed: 

Print Name: Danielle Rella

Title: Traffic Safety

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

Contract ID#: COTS15000003Department: Traffic Safety Board**Contract Details**SERVICE STOP DWI EnforcementNIFS ID #: COTS15000003NIFS Entry Date: 2/25/2014Term: from 01/01/15 to 12/31/15

|                                                                          |
|--------------------------------------------------------------------------|
| New <input checked="" type="checkbox"/> 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 <input checked="" type="checkbox"/> |
| 2) Comptroller Approval Form Attached:           | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/>            |
| 3) CSEA Agmt. § 32 Compliance Attached:          | Yes <input type="checkbox"/>            | No <input checked="" type="checkbox"/> |
| 4) Vendor Ownership & Mgmt. Disclosure Attached: | Yes <input type="checkbox"/>            | No <input checked="" type="checkbox"/> |
| 5) Insurance Required                            | Yes <input checked="" type="checkbox"/> | No <input checked="" type="checkbox"/> |

**Agency Information**

| Vendor                |                                    |
|-----------------------|------------------------------------|
| Name<br>[REDACTED] a  | Vendor ID#<br>[REDACTED]           |
| Address<br>[REDACTED] | Contact Person<br>Danielle P. ReJa |
|                       | Phone<br>[REDACTED]                |

| County Department                                                  |
|--------------------------------------------------------------------|
| Department Contact<br>Christopher Mistrion<br>STOP DWI Coordinator |
| Address<br>1194 Prospect Avenue<br>Westbury, NY 11590              |
| Phone<br>(516) 571-7021                                            |

**Routing Slip**

| DATE Rec'd | DEPARTMENT                                                     | Internal Verification                                                                                                | DATE App'd / Fw'd  | SIGNATURE    | Leg. Approval Required                                                                         |
|------------|----------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------|--------------------|--------------|------------------------------------------------------------------------------------------------|
|            | Department                                                     | NIFS Entry (Dept) <input checked="" type="checkbox"/><br>NIFS Appvl (Dept. Head) <input checked="" type="checkbox"/> | 2/24/15<br>2/24/15 | [Signatures] |                                                                                                |
| 2/26/15    | OMB                                                            | NIFS Approval <input type="checkbox"/>                                                                               | 2/27/15            | [Signature]  | Yes <input type="checkbox"/> No <input type="checkbox"/><br>Not required if blanket resolution |
| 3/3/15     | County Attorney                                                | CA RE & Insurance Verification <input type="checkbox"/>                                                              | 3/3/15             | [Signature]  |                                                                                                |
| 3/3/15     | County Attorney                                                | CA Approval as to form <input checked="" type="checkbox"/>                                                           | 3/3/15             | [Signature]  |                                                                                                |
|            | Legislative Affairs                                            | Fw'd Original Contract to CA <input type="checkbox"/>                                                                |                    |              |                                                                                                |
|            | Rules <input type="checkbox"/> / Leg. <input type="checkbox"/> | <input type="checkbox"/>                                                                                             |                    |              | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>                            |
| 5/3/15     | County Attorney                                                | NIFS Approval <input checked="" type="checkbox"/>                                                                    | 3/3/15             | [Signature]  |                                                                                                |
|            | Comptroller                                                    | NIFS Approval <input checked="" type="checkbox"/>                                                                    | 4/1/15             | [Signature]  |                                                                                                |
| 3/18/14    | County Executive                                               | Notarization<br>Filed with Clerk of the Leg. <input type="checkbox"/>                                                | 3/18/14            | [Signature]  |                                                                                                |



## Contract Summary

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Description:</b> Danielle P. Rella                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Purpose:</b> The mission of the Traffic Safety Board and STOP DWI Program is to enhance safety on Nassau County roadways through the coordination of enforcement and education. The use of County designed programs are enhanced with the assistance of a Traffic Safety Educator who assist the department in advancing roadway safety in the schools and community.                                                                                                                                                                                              |
| <b>Method of Procurement:</b> The County funds the Council activities via personal services contract funded through the Nassau County STOP-DWI Grant Program. The contractual services are based upon a grant proposal that is submitted annually to the STOP-DWI Coordinator for review. The contract provides for the individual to advance programs in the capacity of a Traffic Safety Educator. The Traffic Safety Board's funding helps to defray the administrative costs of the program.                                                                      |
| <b>Procurement History:</b> Danielle Rella has had experience as an educator with MADD Long Island. Her organizational skills advanced MADD's programs throughout Nassau County. The Traffic Safety Board is advancing its safety programs and community outreach by the addition of a safety educator to assist in the programs of the STOP DWI program as outlined in the annual DWI Plan.                                                                                                                                                                          |
| <b>Description of General Provisions:</b><br>The contract provides grant money for an educator to offer educational and safety programs in an attempt to address issues putting children at risk; promote drug and alcohol free driving safety, establish school activities to educate and promote safe driving. In addition the programs will also promote the use of safety equipment in motor vehicles including child safety seat education. In addition the Contractor shall assist the department in coordinating all grant programs administered by the board. |
| <b>Impact on Funding / Price Analysis:</b> The contract is 100% funded by STOP DWI grant funds. In addition this program has been identified as a public education initiative in the 2014 STOP-DWI Annual Plan that has been approved by the Department of Motor Vehicles.                                                                                                                                                                                                                                                                                            |
| <b>Change in Contract from Prior Procurement:</b> No change in funding from prior grant award.                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Recommendation:</b> (approve as submitted)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |

## Advisement Information

| BUDGET CODES |     |
|--------------|-----|
| Fund:        | GRT |
| Control:     | 81  |
| Resp:        | X5  |
| Object:      | DE  |
| Transaction: | 501 |

| FUNDING SOURCE                            | AMOUNT              |
|-------------------------------------------|---------------------|
| Revenue Contract <input type="checkbox"/> | XXXXXX              |
| County                                    | \$                  |
| Federal                                   | \$                  |
| State                                     | \$                  |
| Capital                                   | \$                  |
| Other                                     | \$ 24,500.00        |
| <b>TOTAL</b>                              | <b>\$ 24,500.00</b> |

| LINE         | INDEX/OBJECT CODE                   | AMOUNT              |
|--------------|-------------------------------------|---------------------|
| 1            | TSGRT81000TH/DE501                  | \$ 24,500.00        |
| 2            |                                     | \$                  |
| 3            | APPROVED: <i>[Signature]</i> 5/3/15 | \$                  |
| 4            |                                     | \$                  |
| 5            |                                     | \$                  |
| 6            |                                     | \$                  |
| <b>TOTAL</b> |                                     | <b>\$ 24,500.00</b> |

| RENEWAL    |  |
|------------|--|
| % Increase |  |
| % Decrease |  |

Document Prepared By: Christopher M. Mistrion, STOP-DWI Coordinator

Date: 2/24/15

|                                                                                   |                                                                                                                                                             |                                                                                                                |
|-----------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------|
| <b>NIFS Certification</b><br>I certify that this document was accepted into NIFS. | <b>Comptroller Certification</b><br>I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged. | <b>County Executive Approval</b><br>Name: <i>[Signature]</i><br>Date: 3/11/15<br>(For Office Use Only)<br>E #: |
| Name: <i>Michael L. Cohen</i><br>Date: 4/2/2015                                   | Name: <i>[Signature]</i><br>Date: 4/1/15                                                                                                                    |                                                                                                                |

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: Danielle P. Rella

CONTRACTOR ADDRESS [REDACTED]

FEDERAL TAX ID #: [REDACTED]

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

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

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

The Contract was entered into after a written request for proposals was issued on \_\_\_\_\_ [date]. Potential proposers were made aware of the availability of the RFP by \_\_\_\_\_ [newspaper advertisement, posting on website, mailing, etc.]. \_\_\_\_\_ [#] of potential proposers requested copies of the RFP. Proposals were due on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] proposals were received and evaluated. The evaluation committee consisted of: \_\_\_\_\_

\_\_\_\_\_ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), 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.

*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

2/25/2015

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. 02/04*

## CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of January 5, 2015 (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), is entered into by and between (i) Nassau County, a municipal corporation having its principal office at One West Street, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of the Traffic Safety Board, having its principal office at 1194 Prospect Avenue, Westbury, New York, 11590 (the "Department"), and (ii) Danielle P. Rella, having her principal office at [REDACTED] ("Contractor").

### WITNESSETH:

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

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

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

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

1. Term. This Agreement shall commence on January 1, 2015 and shall terminate on December 31, 2015, unless sooner terminated in accordance with the provisions of this Agreement; provided, however, the County may renew this Agreement under the same terms and conditions for an additional two (2) one (1) year periods.

2. Services. The Contractor shall, assist the Traffic Safety Board and STOP DWI program including but not limited to:

- (a) Performing educational programs for Nassau County schools and community organizations on a variety of Traffic Safety/STOP DWI programs. These programs shall include but not be limited to STOP DWI, Safety Belt use, Texting and Driving, and vehicle and roadway safety.
- (b) Assist in creating educational materials and programs for STOP DWI.
- (c) Assist the Traffic Safety/STOP DWI Coordinator in maintaining crash statistics.
- (d) Assist the Traffic Safety/STOP DWI Coordinator with media releases and events.

3. Payment. (a) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the Contractor's Services under this Agreement shall not exceed Twenty-Four Thousand Five Hundred Dollars (\$24,500.00) payable at per the attached budget attached hereto as "Appendix A."

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

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

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

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

(f) Expenses. The Contractor shall be compensated within the Maximum Amount for all reasonable expenses properly incurred within the scope of this Agreement, including, but not limited to, the following:

i. Hotel accommodation expenses while away to provide Services within the scope of this Agreement; such expenses shall not exceed the County government rate.

ii. Food while away to provide Services within the scope of this Agreement, which shall not exceed Thirty Dollars (\$30.00) per day.

iii. Travel expenses to and from meetings relating to the Services to be provided within the scope of this Agreement including attendance at the NY State Commission on Forensic Science Meetings.

4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof). Contractor agrees it will not, by reason hereof, make any claim, demand, or application for any right or privilege applicable to an officer or employee of the County, including but not limited to worker's compensation coverage, unemployment insurance benefits, social security coverage, or employee retirement membership or credit.

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

6. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws,

ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

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

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

(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 Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(d) Protected Information. The Contractor acknowledges that he may have access to confidential information of the County ("Confidential Information") and warrants that he shall take all steps necessary to maintain that confidentiality and to prevent disclosure of the Confidential Information in his possession. The obligation of this paragraph shall survive termination of this Agreement.

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

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

appropriate in connection with this Agreement.

8. Indemnification; Defense; Cooperation. (a) Each Party shall be solely responsible for and shall indemnify and hold harmless the other Party, and their respective officers, employees, and agents (the "Indemnified Party") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), directly arising out of the negligence or willful misconduct of the indemnifying Party or its respective Agents.

(b) Except as provided in paragraph (a) above, the County will indemnify the Contractor for all Services he provides within the scope of this Agreement and will hold him harmless from any and all liability arising from any third-party litigation as a result of this agreement. The County shall provide legal representation for the Contractor for any litigation brought by third parties resulting from the Services provided by the Contractor within the scope of this Agreement.

(c) The Parties shall cooperate with each other in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement.

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

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law. In the event that the Contractor is not required to carry such insurance under the Law, they shall provide to the County a letter indicating that the Contractor, Elizabeth Spratt, has no employees.

10. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights. The County hereby consents to Contractor's sub-contracting of portions of the Services to the following individuals: Thomas Camporese, MS, Senior Toxicologist; Christopher Cording, MS, FTS, Senior Toxicologist; Robert DeLuca, MS, FTS, Senior Toxicologist; Eliza Adorno, BS, Toxicologist; Mary Jane Edattel, MS, Toxicologist; V. Radkar, MS, Toxicologist; Marco Trauzzi, MS, Toxicologist; and Sandra Viens, BS, Toxicologist.

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

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the

failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

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

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

12. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor 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.

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

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

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

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

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

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

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

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

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



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

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

19. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of One Hundred Sixty Dollars (\$160.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

20. 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.

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

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

DANIELLE P. RELLA

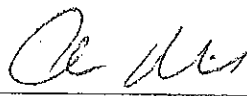
By: 

Name: Danielle P. Rella

Title: Traffic Safety Educator

Date: 1/5/2015

NASSAU COUNTY

By: 

Name: Charles Ribicco

Title: Deputy County Executive


Title: ☒ Deputy County Executive

Date: 2/10/15

PLEASE EXECUTE IN BLUE INK

COUNTY OF NASSAU)

NOTARY PUBLIC

  
CHRISTOPHER M. MISTRION  
NOTARY PUBLIC, State of New York  
No. 0118044039  
Qualified in Nassau County  
Commission Expires May 22, 2015

COUNTY OF NASSAU )

NOTARY PUBLIC

CONCETTA A. PETRUCCI  
Notary Public, State of New York  
No. 01PE8259026  
Qualified in Nassau County  
Commission Expires April 02, 2016

APPENDIX A

DANIELLE P. RELLA

01/01/15-12/31/15

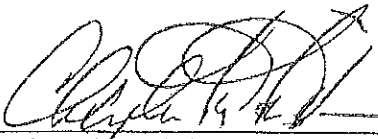
| DESCRIPTION                                         | AMOUNT       |
|-----------------------------------------------------|--------------|
| <u>PERSONAL SERVICES:</u>                           |              |
| Danielle P. Rella<br>\$40.00 per hour for 615 hours | \$ 24,500.00 |

TRAVEL:

MATERIALS:

GENERAL EXPENSES:

GRAND TOTAL: \$ 24,500.00

  
\_\_\_\_\_  
Christopher M. Mistrion  
STOP DWI Coordinator

**Schedule "A"**  
**Form of Case Review Report**

Name:

FEB Case #

Review of Blood Alcohol Examination Worksheet

Blood alcohol Concentrations

Average Blood Alcohol Reported

Chromatography reviewed

Quality Controls and Standards reviewed (Within 4% of target)

Case number and analyst's initials on all documents

All attached documents

Final Report consistent with Data

Reviewer:

Date:

## **Appendix EE**

### **Equal Employment Opportunities for Minorities and Women**

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

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

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

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

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

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

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

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

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

additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

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

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

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

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

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

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

Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

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

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

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

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

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

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

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

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



Subcontractor.

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

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

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

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

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

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

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

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

Appendix L

Certificate of Compliance

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

1. The chief executive officer of the Contractor is:

\_\_\_\_\_ (Name)

\_\_\_\_\_ (Address)

\_\_\_\_\_ (Telephone Number)

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_


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

\_\_\_\_\_

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.

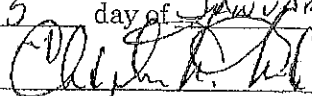
I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

1/5/15  
Dated

  
Signature of Chief Executive Officer

Danielle P. Rella  
Name of Chief Executive Officer

Sworn to before me this

5<sup>th</sup> day of January, 2015. 8<sup>th</sup>  
  
Notary Public

CHRISTOPHER M. MISTRION  
NOTARY PUBLIC, State of New York  
No. 01MIS044038  
Qualified in Nassau County  
Commission Expires May 22, 2015



# Nassau County Interim Finance Authority

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

1. Vendor: Danille P. Rella

2. Dollar amount requiring NIFA approval: \$ 0

Amount to be encumbered: \$ 24,500.00

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: 1/1/2015 - 12/31/2015

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 % 100%  
County % \_\_\_\_\_

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

If not, will it require a future borrowing?

☒ Yes ☐ No  
☐ 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 County funds the personal services contract through the Nassau County STOP-DWI Grant Program. The contractual services are based upon a grant proposal that is submitted annually to the STOP-DWI Coordinator for review. The contract provides grant money for an educator to offer educational and safety programs in an attempt to address issues putting children at risk, promote drug and alcohol free driving safety, establish school activities to educate and promote safe driving. In addition the programs will also promote the use of safety equipment in motor vehicles including child safety seat education. Requested amount has been approved by NYS DMV as part of submitted plan.

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

Nassau County Attorney as to form

Nassau County Committee and/or Legislature

☐ Yes ☐ No ☐ N/A  
☐ 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.

*A. J. G.*      *Approved Budget Director*      *3/3/2015*  
Signature      Title      Date

*Robert J. Conner*  
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 : 03 2015 MAR 2015 GRANT END DATE: 06/30/2016 A  
 GRANT : TS81 STOP-DWI PLAN  
 GRANT DETAIL : X5 STOP-DWI PLAN 2015  
 CHARACTER :  
 OBJECT : X  
 FUND TYPE :  
 FUND :  
 SUBFUND :

| S                   | OBJECT DESCRIPTION | BUDGET    | ACTUAL   | ENCUMBERED | BALANCE    |
|---------------------|--------------------|-----------|----------|------------|------------|
| BD                  | FINES & FORFEITS   | 1,268,200 |          |            | -1,268,200 |
|                     | REVENUE TOTAL      | 1,268,200 |          |            | -1,268,200 |
| BB                  | EQUIPMENT          | 15,000    |          |            | 15,000     |
| DD                  | GENERAL EXPENSES   | 15,000    | 1        |            | 14,999     |
| DE                  | CONTRACTUAL SERVIC | 233,200   |          |            | 233,200    |
| HH                  | INTERFD CHGS - INT | 1,005,000 |          |            | 1,005,000  |
|                     | EXPENDITURE TOTAL  | 1,268,200 | 1        |            | 1,268,199  |
| F1-HELP             | F2-SELECT          |           | F4-PRIOR | F5-NEXT    |            |
| F7-PRIOR PG         | F8-NEXT PG         | F9-LINK   |          |            |            |
| G014 - RECORD FOUND |                    |           |          |            |            |

03/02/2015  
10:21 AM

GRANT SUMMARY INQUIRY

10:21 AM

CURRENCY CODE :

GRANT END DATE: 06/30/2016 A

SUBFUND :

| S | OBJECT DESCRIPTION | BUDGET | ACTUAL | ENCUMBERED | BALANCE |
|---|--------------------|--------|--------|------------|---------|
|   | REVENUE LESS EXPEN |        | -1     |            | -1      |

```
F1-HELP      F2-SELECT      F4-PRIOR      F5--NEXT
F7-PRIOR PG  F8-NEXT PG    F9-LINK
G012 - NEXT PAGE DISPLAYED
```



PARM0101 V4.2

NIPS PRODUCTION SYSTEM  
VENDOR DETAIL

03/02/2015  
10:19 AM

LINK TO:

ACTIVE

FISCAL MO/YEAR : 10 2014 OCT 2014 BALANCE TYPE : 01 ENCUMBRANC

VENDOR : [REDACTED] DANIELLE P RELLA

| S | POST DATE  | T/C | DOCUMENT                              | INDEX | SUBOBJ BANK | CHECK NO | PERIOD  | AMOUNT    |
|---|------------|-----|---------------------------------------|-------|-------------|----------|---------|-----------|
|   | 10/29/2014 | 103 | CQTS14000051 01 TSGRT81000TH DE501    |       |             |          | 10 2014 | 24,500.00 |
|   |            |     | STOP DWI AND TRAFFIC SAFETY EDUCATION |       |             |          |         |           |

F1-HELP F2-SELECT  
F7-PRIOR PG F8-NEXT PG F9-LINK  
G014 - RECORD FOUND



# Nassau County Interim Finance Authority

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

1. Vendor: Danielle P. Rella

2. Dollar amount requiring NIFA approval: \$ 0

Amount to be encumbered: \$ 2,500.00

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: 1/1/2015 - 12/31/2015

Has work or services on this contract commenced? ☒ Yes ☐ No

If yes, please explain: \_\_\_\_\_

### 4. Funding Source:

☐ General Fund (GEN) ☒ Grant Fund (GRT)  
☐ Capital Improvement Fund (CAP) Federal % \_\_\_\_\_  
☐ Other State % 100%  
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 County funds the personal services contract through the Nassau County STOP-DWI Grant Program. Additional amount is to cover additional presentations and work due to additional police academy classes. The contractual services are based upon a grant proposal that is submitted annually to the STOP-DWI Coordinator for review. The contract provides grant money for an educator to offer educational and safety programs in an attempt to address issues putting children at risk, promote drug and alcohol free driving safety, establish school activities to educate and promote safe driving. In addition the programs will also promote the use of safety equipment in motor vehicles including child safety seat education. Amended amount has been included as part of approved 2015 STOP DWI plan.

### 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:

## 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 1/25/14

---

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.**

E-51-16

COUNTY OF NASSAU

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

1. Name of the Entity: Danielle P. Rella

Address: [REDACTED]

City, State and Zip Code: [REDACTED]

2. Entity's Vendor Identification Number [REDACTED]

3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture  
☐ Ltd. Liability Co ☐ Closely Held Corp Contractor 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):

[REDACTED]  
[REDACTED]  
[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.

N/A

2016 MAR -2 P 1:32  
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CLERK OF THE LEGISLATURE  
NASSAU COUNTY

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. 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

(b) Describe lobbying activity of each lobbyist. See below 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:

1/19/16

Signed:



Print Name:

Danielle Kella

Title:

Traffic Safety

**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.

---

**E-53-16****Contract Details**

SERVICE: Health Insurance Coverage

**R 58**NIFS ID #: CQPE16000001 NIFS Entry Date 01/06/2016 Term: 1/1/16 to 12/31/18

|                                                 |                                                  |                                                                     |
|-------------------------------------------------|--------------------------------------------------|---------------------------------------------------------------------|
| New <input checked="" type="checkbox"/> Renewal | 1) Mandated Program:                             | Yes <input checked="" type="checkbox"/> No                          |
| Amendment                                       | 2) Comptroller Approval Form Attached:           | Yes <input checked="" type="checkbox"/> No                          |
| Time Extension                                  | 3) CSEA Agreement § 32 Compliance Attached:      | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Addl. Funds                                     | 4) Vendor Ownership & Mgmt. Disclosure Attached: | Yes <input checked="" type="checkbox"/> No                          |
| Blanket Resolution<br>RES#                      | 5) Insurance Required                            | Yes <input checked="" type="checkbox"/> No                          |

**Agency Information**

| Vendor                                          |                                     |
|-------------------------------------------------|-------------------------------------|
| Name<br>Aetna Inc.                              | Vendor ID#<br>232229683             |
| 151 Farmington Avenue<br><br>Hartford, CT 06156 | Contact Person<br>Philip M. Barbaro |
|                                                 | Phone<br>860-273-8457               |

| County Department                                        |
|----------------------------------------------------------|
| Department Contact<br>Kerrin Huber                       |
| Address 1 West Street, Room 100<br><br>Mineola, NY 11501 |
| Phone<br>516-571-3072                                    |

**Routing Slip**

| DATE Rec'd. | DEPARTMENT          | Internal Verification                                                                              | DATE App'd & Fw'd. | SIGNATURE       | Leg. Approval Required                                                                            |
|-------------|---------------------|----------------------------------------------------------------------------------------------------|--------------------|-----------------|---------------------------------------------------------------------------------------------------|
|             | Department          | NIFS Entry (Dept)<br>NIFS Appvl (Dept. Head)<br><br>Contractor Registered <input type="checkbox"/> | 1/8/16             | Melissa Tallica |                                                                                                   |
|             | OMB                 | NIFS Approval<br>(Contractor Registered) <input type="checkbox"/>                                  | 1/8/16             | John A. Ar...   | Yes <input type="checkbox"/> No <input type="checkbox"/><br>Not required if<br>blanket resolution |
| 1/11/16     | County Attorney     | CA RE & Insurance<br>Verification <input checked="" type="checkbox"/>                              | 1/11/16            | J. Amato        |                                                                                                   |
|             | County Attorney     | CA Approval as to form <input type="checkbox"/>                                                    | 01/24/16           | 823, Se         | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>                               |
|             | Legislative Affairs | Fw'd Original Contract to<br>CA <input type="checkbox"/>                                           | 1/11/16            |                 |                                                                                                   |
|             | County Attorney     | NIFS Approval <input type="checkbox"/>                                                             |                    |                 |                                                                                                   |
|             | Comptroller         | NIFS Approval <input type="checkbox"/>                                                             |                    |                 |                                                                                                   |
|             | County Executive    | Notarization<br>Filed with Clerk of the Leg. <input type="checkbox"/>                              | 2/10/16            | Shirley...      |                                                                                                   |

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CLERK OF THE LEGISLATURE  
NASSAU COUNTY





# Contract Summary

|                                                                                                                                                                                                                                                                              |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Description Medical Insurance</b>                                                                                                                                                                                                                                         |
| <b>Purpose:</b><br>To provide a Health Insurance plan of insurance for Nassau County employees hired after April 1, 2014 who must contribute 15% of the cost of the current Base Plan. The new plan costs 85% of the cost of the base plan                                   |
| <b>Method of Procurement:</b><br>Following the RFP process, communications with several potential vendors resulted in five bids submitted.                                                                                                                                   |
| <b>Procurement History:</b><br>The County has this vendor for its Flexible Spending Plan (FSA) and they currently provide a health insurance plan option to current employees. They were selected through the RFP process                                                    |
| <b>Description of General Provisions:</b><br>This contract is to provide a Health insurance plan to Nassau County full-time employees, part-time benefit-eligible employees as well as their dependents at a cost that is 15% lower than the cost of the Base Plan (NYSHIP). |
| <b>Impact on Funding / Price Analysis:</b><br>This plan is fully covered by the County for all eligible employees described above as this is a contractual/ordinance benefit to Nassau County employees.                                                                     |
| <b>Change in Contract from Prior Procurement:</b><br>N/A                                                                                                                                                                                                                     |
| <b>Recommendation: (approve as submitted)</b>                                                                                                                                                                                                                                |

## Advisement Information

| BUDGET CODES |      |
|--------------|------|
| Fund:        | Gen  |
| Control:     | 10   |
| Resp:        | 1100 |
| Object:      | DE   |
| Transaction: | 500  |

| RENEWAL    |  |
|------------|--|
| % Increase |  |
| % Decrease |  |

| FUNDING SOURCE                            | AMOUNT         |
|-------------------------------------------|----------------|
| Revenue Contract <input type="checkbox"/> | XXXXXXXX       |
| County                                    | \$ 0.01        |
| Federal                                   | \$             |
| State                                     | \$             |
| Capital                                   | \$             |
| Other Grant                               | \$             |
| <b>TOTAL</b>                              | <b>\$ 0.01</b> |

| LINE         | INDEX/OBJECT CODE | AMOUNT         |
|--------------|-------------------|----------------|
| 1            | PEGEN1100/DE500   | \$ 0.01        |
| 2            |                   | \$             |
| 3            |                   | \$             |
| 4            |                   | \$             |
| 5            |                   | \$             |
| 6            |                   | \$             |
| <b>TOTAL</b> |                   | <b>\$ 0.01</b> |

Document Prepared By: Kerrin Huber

Date: 01/06/2016

|                                                      |                                                                                                                         |                                  |
|------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------|----------------------------------|
| <b>NIFS Certification</b>                            | <b>Comptroller Certification</b>                                                                                        | <b>County Executive Approval</b> |
| 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: 2/10/16                    |
| Date:                                                | Date:                                                                                                                   | (For Office Use Only)            |
|                                                      |                                                                                                                         | <b>E #:</b>                      |

RULES RESOLUTION NO. 58 2016

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

Passed by the Rules Committee  
Nassau County Legislature  
By Voice Vote on 3-7-16  
VOTING:  
ayes 4 nays 3 abstained 0 recused 0  
Legislators present: 7

WHEREAS, the County has negotiated a personal services agreement with Aetna Life Insurance Company to provide health insurance coverage to eligible County employees, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with Aetna Life Insurance Company.

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: AETNA INC.

CONTRACTOR ADDRESS: 151 FARMINGTON AVENUE, HARTFORD, CT.  
06156

FEDERAL TAX ID #: 232229683

**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 August 8, 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 September 18, 2015. Five (5) proposals were received and evaluated. The evaluation committee consisted of: three members of the Comptroller's Office, one representative from each of the Unions representing Nassau County Employees, Labor Relations, County Attorney and Central HR. 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.**

*DJG* ☒ **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.

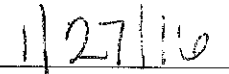
**VIII. ☒ Participation of Minority Group Members and Women in Nassau County Contracts.** The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested 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: 3 Rev. 09/15

# Certificate of Insurance

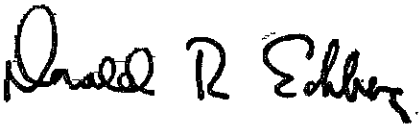
DATE  
May 28, 2015

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 COVERAGES, TERMS AND CONDITIONS AFFORDED BY THE POLICIES BELOW.

| PRODUCER                                                                               | INSURERS AFFORDING COVERAGE                                                                                                      |
|----------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------|
| Marsh USA Inc.<br>20 Church Street<br>Hartford, CT 06103                               | Insurer A: ACE AMERICAN INSURANCE COMPANY                                                                                        |
|                                                                                        | Insurer B: COMMERCE AND INDUSTRY INSURANCE COMPANY                                                                               |
|                                                                                        | Insurer C: INDEMNITY INSURANCE COMPANY OF NORTH AMERICA                                                                          |
|                                                                                        | Insurer D: AGRI GENERAL INSURANCE COMPANY                                                                                        |
|                                                                                        | Insurer E: ACE FIRE UNDERWRITERS INSURANCE COMPANY                                                                               |
| INSURED                                                                                | DESCRIPTION                                                                                                                      |
| Aetna Inc. and its Affiliated Companies<br>151 Farmington Avenue<br>Hartford, CT 06156 | Evidence of Aetna's General Liability, Automobile Liability, and Workers' Compensation/Employer's Liability insurance coverages. |

THIS IS TO CERTIFY THAT 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.

| COM LTR          |                                                | TYPE OF INSURANCE             | POLICY NUMBER | POLICY EFFECTIVE DATE | POLICY EXPIRATION DATE | LIABILITY LIMITS                            |              |
|------------------|------------------------------------------------|-------------------------------|---------------|-----------------------|------------------------|---------------------------------------------|--------------|
| A                | COMMERCIAL GENERAL LIABILITY                   |                               |               | 04/01/15              | 04/01/16               | GENERAL AGGREGATE                           | \$2,000,000  |
|                  | X                                              | COMPREHENSIVE                 |               |                       |                        | PRODUCTS-COMP/OP AGG.                       | \$2,000,000  |
|                  | X                                              | PREMISES-OPERATIONS           |               |                       |                        | PERSONAL & ADV. INJURY                      | \$1,000,000  |
|                  | X                                              | PRODUCTS/COMPLETED OPERATIONS |               |                       |                        | EACH OCCURRENCE                             | \$2,000,000  |
|                  | X                                              | CONTRACTUAL                   |               |                       |                        | FIRE DAMAGE (Any one fire)                  | \$500,000    |
|                  |                                                | OTHER                         |               |                       |                        | MED. EXP. (Any one person)                  | \$10,000     |
| A                | AUTOMOBILE LIABILITY                           |                               |               | 04/01/15              | 04/01/16               | COMBINED SINGLE LIMIT (PER PERSON/ACCIDENT) | \$1,000,000  |
|                  | X                                              | ANY AUTO                      |               |                       |                        | MED PAY                                     | \$10,000     |
|                  | X                                              | AUTO MEDICAL PAYMENTS         |               |                       |                        |                                             |              |
| B                | EXCESS LIABILITY (UMBRELLA)                    |                               |               | 04/01/15              | 04/01/16               | EACH OCCURRENCE                             | \$10,000,000 |
|                  | X                                              |                               |               |                       |                        | AGGREGATE                                   | \$10,000,000 |
| A<br>C<br>D<br>E | WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY |                               |               | 04/01/15              | 04/01/16               | Statutory Limits                            |              |
|                  |                                                |                               |               |                       |                        | EL EACH ACCIDENT                            | \$1,000,000  |
|                  |                                                |                               |               |                       |                        | EL DISEASE-POLICY LIMIT                     | \$1,000,000  |
|                  |                                                |                               |               |                       |                        | EL DISEASE-EACH EMPLOYEE                    | \$1,000,000  |
| OTHER (Describe) |                                                |                               |               |                       |                        |                                             |              |
|                  |                                                |                               |               |                       |                        |                                             |              |

| CERTIFICATE HOLDER    | CANCELLATION                                                                                                                                                  |
|-----------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Evidence of Insurance | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
|                       | Authorized Representative of Marsh USA Inc.<br>                           |
|                       | Donald R. Eckberg                                                                                                                                             |

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/25/2015

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.

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).

|                                                                                                                                                                                |  |                                                                                                                                   |                   |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-----------------------------------------------------------------------------------------------------------------------------------|-------------------|
| <b>PRODUCER</b><br><b>Willis of Connecticut, LLC</b><br><b>185 Asylum Street</b><br><b>25th Floor</b><br><b>Hartford, CT 06103-3708</b>                                        |  | <b>CONTACT NAME:</b><br><b>PHONE (A/C, No, Ext): 860 278-1320</b><br><b>FAX (A/C, No): 860-278-6776</b><br><b>E-MAIL ADDRESS:</b> |                   |
|                                                                                                                                                                                |  | <b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A : Ironshore Specialty Insurance C</b>                                        | <b>NAIC #</b><br> |
| <b>INSURED</b><br><b>Aetna Inc. and its Affiliated Companies</b><br><b>Insurance and Risk Finance Dept.</b><br><b>151 Farmington Avenue, RE2T</b><br><b>Hartford, CT 06156</b> |  | <b>INSURER B :</b><br><b>INSURER C :</b><br><b>INSURER D :</b><br><b>INSURER E :</b><br><b>INSURER F :</b>                        |                   |

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                    | ADDL SUBR INSR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                   |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|---------------|-------------------------|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|          | <b>GENERAL LIABILITY</b><br><input type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |                    |               |                         |                         | EACH OCCURRENCE \$<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$<br>GENERAL AGGREGATE \$<br>PRODUCTS - COMP/OP AGG \$<br>\$ |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS                                                         |                    |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                    |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED <input type="checkbox"/> RETENTION \$                                                                                                                                          |                    |               |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$                                                                                                                                                 |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                        |                    |               |                         |                         | <input type="checkbox"/> WORK STATUTORY LIMITS <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$                |
| A        | <b>Managed Care Professional Liability</b>                                                                                                                                                                                                                                                           |                    |               | 03/01/2015              | 03/01/2016              | <b>\$10,000,000 Per Claim</b><br><b>\$10,000,000 Aggregate</b>                                                                                                                           |

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

## CERTIFICATE HOLDER

## CANCELLATION

|                             |                                                                                                                                                                |
|-----------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Evidence of Coverage</b> | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
|                             | <b>AUTHORIZED REPRESENTATIVE</b><br>                                                                                                                           |

## CONTRACT FOR SERVICES

THIS AGREEMENT (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date that this Agreement is executed by Nassau County (the "Effective Date") between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Office of Human Resources, having its principal office at 1 West Street, Mineola, New York 11501 (the "Department"), and (ii) Aetna Life Insurance Company, having its principal office at 151 Farmington Avenue, Hartford, CT 06156 (the "Contractor").

### WITNESSETH:

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

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

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

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

1. Term. This Agreement shall commence on the Effective Date and terminate on December 31, 2018, unless sooner terminated in accordance with the provisions of this Agreement; provided, however, the County shall have the option to renew this Agreement for two (2) additional one (1) year periods under the same terms and conditions contained herein. Notwithstanding the preceding sentence, six (6) months prior to the end of the Agreement, Contractor shall indicate their willingness to renew for an additional term and shall provide rate changes, if any, in writing with full justification therefore and in accordance with Section 3(a)(ii) of this Agreement. The County, in its sole discretion, may elect to renew for an additional term as herein provided.

2. Services. The Contractor shall provide health insurance coverage to eligible County employees hired after April 1, 2014 (the "Services"). The health insurance coverage provided by the Contractor under this Agreement shall be in accordance with the plan design and benefits attached hereto as Appendix A. 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 Plus ("The Empire Plan"), as made available by the New York State Health Insurance Program.

3. Payment. (a) Amount of Consideration. (i) The amount to be paid to the Contractor as full consideration for the Contractor's Services under this Agreement shall



be six hundred sixty six dollars and three cents (\$666.03) for individual coverage per month for each enrolled employee and one thousand four hundred ninety six dollars and fifty cents (\$1,496.50) for family coverage per month for each enrolled employee, which is more fully described in the attached Appendix A. Such rates shall be in effect during the 2016 Agreement year.

(ii) The Contractor may propose rate changes in subsequent Agreement years, provided, however: (1) the County, through the Department, consents to the rate change; (2) such rate changes are substantiated to the satisfaction of the County; (3) the rate change is based on actual claim experience for the prior Agreement year(s); (4) throughout the term of this Agreement, the Contractor shall provide such benefits at a cost that is equal to or less than Eighty-five Percent (85%) of the current premium cost (individual or family, as appropriate) under The Empire Plan; and (5) the 2017 Agreement year rate increase, if any, will be capped at a 15% increase over the 2016 Agreement Year rates.

(iii) The County shall report to the Contractor the number of enrolled participants approximately one (1) week prior to the end of each month.

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

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

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

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

4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant,

agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

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

6. Compliance With Law. (a) Generally, The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), confidentiality and privacy requirements, conflicts of interest, discrimination, and disclosure of information, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto. 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 Contractor agrees as follows:

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

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Section 87 of the New York State Public Officer's Law. In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(d) Protected Information. The Contractors acknowledges and agrees that the employee information that the Contractor acquires in connection with performance under this Agreement is strictly confidential, shall be held in the strictest confidence and in accordance with all federal, state and local laws, and shall be used solely for the purpose of performing services for or on behalf of the County. Such confidential information shall not be disclosed to third parties except (i) as permitted under this Agreement, or (ii) in accordance with Law or (iii) upon legal compulsion. The provisions of this section shall survive the termination of this Agreement and any breach of these provisions during the term of this Agreement shall be cause for immediate termination of this Agreement. Nothing contained in the foregoing sentence shall be constructed in any way to limit the County's rights and remedies under the law.

(e) Patient Protection and Affordable Care Act Compliance. The Contractor represents that the health insurance plan provided under this Agreement is in compliance with the Patient Protection and Affordable Care Act and meets the Minimum Essential Coverage standards thereunder.

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

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

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

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

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

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

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

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) 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 limit liability of not less One Million Dollars (\$1,000,000.00) per claim (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

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

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than

thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain 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.

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

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

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

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

oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

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

12. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor 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.

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

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

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

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

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

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

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

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

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms

and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

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

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

19. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of Five Hundred Thirty-three Dollars (\$533.00) 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 Contractor upon signing this Agreement.

20. 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, third party approvals and other governmental approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

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

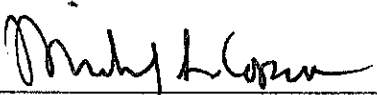
21. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

[Remainder of Page Intentionally Left Blank.]



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

**AETNA LIFE INSURANCE COMPANY**

By:   
Name: Michael S. Copeck  
Title: Assistant Vice President & Actuary  
Date: 11/30/2015

**NASSAU COUNTY**

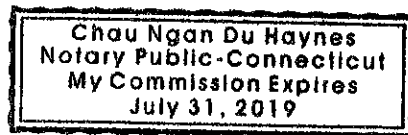
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: County Executive  
☐ Deputy County Executive  
Date: \_\_\_\_\_

PLEASE EXECUTE IN **BLUE** INK

STATE OF Connecticut )  
 ) ss,:  
COUNTY OF Hartford )

On the 30<sup>th</sup> day of November in the year 20 15 before me personally came Michael S. Copeck to me personally known, who, being by me duly sworn, is the Assistant Secretary of Aetna Life Insurance Company 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,

*Chau Ngan Du Haynes*  
NOTARY PUBLIC



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 the Chief Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument, and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

\_\_\_\_\_  
NOTARY PUBLIC

**APPENDIX A**

**See attached Plan Design**



## PLAN DESIGN

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Customer Name: County of Nassau

Proposed Effective Date: 01-01-2016

Plan: Open Access® Managed Choice® POS - New York

Specialty Networks Included: None Quoted

Organization Name: Aetna

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County of Nassau

Proposed Effective Date: 01-01-2016

Open Access® Managed Choice® POS - New York

**PLAN DESIGN & BENEFITS**  
**PROVIDED BY AETNA LIFE INSURANCE COMPANY**

| PLAN FEATURES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | IN-NETWORK         | OUT-OF-NETWORK                                               |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|--------------------------------------------------------------|
| <b>Deductible</b> (per calendar year)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | None               | \$1,000 Individual                                           |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | None               | \$2,000 Family                                               |
| Only out-of-network covered expenses accumulate toward the non-preferred Deductible.<br>Unless otherwise indicated, the deductible must be met prior to benefits being payable.<br>Member cost sharing for certain services, as indicated in the plan, are excluded from charges to meet the Deductible. Pharmacy expenses do not apply towards the Deductible.<br>The family Deductible is a cumulative Deductible for all family members. The family Deductible can be met by a combination of family members; however no single individual within the family will be subject to more than the individual Deductible amount.                                                                                     |                    |                                                              |
| <b>Member Coinsurance</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Covered 100%       | 20%                                                          |
| Applies to all expenses unless otherwise stated.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                    |                                                              |
| <b>Payment Limit</b> (per calendar year)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | \$3,000 Individual | \$6,600 Individual                                           |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | \$6,000 Family     | \$13,200 Family                                              |
| All covered expenses accumulate simultaneously toward the preferred or non-preferred Payment Limit.<br>Certain member cost sharing elements may not apply toward the Payment Limit.<br>Pharmacy expenses apply towards the Payment Limit.<br>Only those out-of-pocket expenses resulting from the application of coinsurance percentage, copays, and deductibles (except any penalty amounts) may be used to satisfy the Payment Limit.<br>The family Payment Limit is a cumulative Payment Limit for all family members. The family Payment Limit can be met by a combination of family members; however no single individual within the family will be subject to more than the individual Payment Limit amount. |                    |                                                              |
| <b>Lifetime Maximum</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                    |                                                              |
| Unlimited except where otherwise indicated.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                    |                                                              |
| <b>Payment for Non-Preferred</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Not Applicable     | Professional: 110% of Medicare<br>Facility: 140% of Medicare |

\*We cover the cost of care differently based on whether health care providers, such as doctors and hospitals, are "in network" or "out of network." We want to help you understand how much we will pay for your out-of-network care. At the same time, we want to make it clear how much more you will need to pay for this out-of-network care. As an example, you may choose a doctor in our network. You may choose to visit an out-of-network doctor. If you choose a doctor who is out of network, your health plan may pay some of that doctor's bill. Most of the time, you will pay a lot more money out of your own pocket if you choose to use an out-of-network doctor or hospital. When you choose out-of-network care, we will limit the amount it will pay. This limit is called the "recognized" or "allowed" amount. When you choose out-of-network care, we "recognize" an amount based on what Medicare pays for these services. The government sets the Medicare rate. Exactly how much we "recognize" depends on the plan you or your employer picks. Your out-of-network doctor sets the rate to charge you. It may be higher -- sometimes much higher -- than what your plan "recognizes" or "allows." Your doctor may bill you for the dollar amount that we don't recognize. You must also pay any copayments, coinsurance and deductibles under your plan. No dollar amount above the recognized charge counts toward your deductible or maximum out-of-pocket. To learn more about how we pay out-of-network benefits visit our website. You can avoid these extra costs by getting your care from our broad network of health care providers. This way of paying out-of-network doctors and hospitals applies when you choose to get care out of network. When you have no choice (for example: emergency room visit after a car accident), we will pay the bill as if you got care in network. You pay your plan's copayments, coinsurance and deductibles for your in-network level of benefits. Contact us if your provider asks you to pay more. You are not responsible for any outstanding balance billed by your providers for emergency services beyond your copayments, coinsurance and deductibles.\*



County of Nassau

Proposed Effective Date: 01-01-2016

Open Access® Managed Choice® POS - New York

**PLAN DESIGN & BENEFITS  
PROVIDED BY AETNA LIFE INSURANCE COMPANY**

|                                                                                                                                                                                                                                                                                                                                                                                                                                      |                   |                                   |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|-----------------------------------|
| <b>Primary Care Physician Selection</b>                                                                                                                                                                                                                                                                                                                                                                                              | Optional          | Not Applicable                    |
| <b>Certification Requirements -</b><br>Certification for certain types of Non-Preferred care must be obtained to avoid a reduction in benefits paid for that care. Certification for Hospital Admissions, Treatment Facility Admissions, Convalescent Facility Admissions, Home Health Care, Hospice Care and Private Duty Nursing is required - excluded amount applied separately to each type of expense is \$400 per occurrence. |                   |                                   |
| <b>Referral Requirement</b>                                                                                                                                                                                                                                                                                                                                                                                                          | None              | None                              |
| <b>PREVENTIVE CARE</b>                                                                                                                                                                                                                                                                                                                                                                                                               | <b>IN-NETWORK</b> | <b>OUT-OF-NETWORK</b>             |
| <b>Routine Adult Physical Exams/<br/>Immunizations</b>                                                                                                                                                                                                                                                                                                                                                                               | Covered 100%      | 20%; after deductible             |
| 1 exam per calendar year up to age 65, 1 exam per calendar year age 65 and older                                                                                                                                                                                                                                                                                                                                                     |                   |                                   |
| <b>Routine Well Child<br/>Exams/Immunizations</b>                                                                                                                                                                                                                                                                                                                                                                                    | Covered 100%      | Covered 100%; deductible waived   |
| 7 exams in the first 12 months of life, 3 exams in the second 12 months of life, 3 exams in the third 12 months of life, 1 exam per calendar year thereafter to age 22.                                                                                                                                                                                                                                                              |                   |                                   |
| <b>Routine Gynecological Care Exams</b>                                                                                                                                                                                                                                                                                                                                                                                              | Covered 100%      | 20%; after deductible             |
| 2 exams per calendar year. Includes routine tests and related lab fees.                                                                                                                                                                                                                                                                                                                                                              |                   |                                   |
| <b>Routine Mammograms</b>                                                                                                                                                                                                                                                                                                                                                                                                            | Covered 100%      | 20%; after deductible             |
| <b>Women's Health</b>                                                                                                                                                                                                                                                                                                                                                                                                                | Covered 100%      | 20%; after deductible             |
| Includes: Screening for gestational diabetes, HPV (Human Papillomavirus) DNA testing, counseling for sexually transmitted infections, counseling and screening for human immunodeficiency virus, screening and counseling for interpersonal and domestic violence, breastfeeding support, supplies and counseling.<br>Contraceptive methods, sterilization procedures, patient education and counseling. Limitations may apply.      |                   |                                   |
| <b>Routine Digital Rectal Exam</b>                                                                                                                                                                                                                                                                                                                                                                                                   | Covered 100%      | 20%; after deductible             |
| <b>Prostate-specific Antigen Test</b>                                                                                                                                                                                                                                                                                                                                                                                                | Covered 100%      | 20%; after deductible             |
| <b>Colorectal Cancer Screening</b>                                                                                                                                                                                                                                                                                                                                                                                                   | Covered 100%      | Covered under Routine Adult Exams |
| Recommended: For all members age 50 and over.                                                                                                                                                                                                                                                                                                                                                                                        |                   |                                   |
| <b>Routine Eye Exams</b>                                                                                                                                                                                                                                                                                                                                                                                                             | Covered 100%      | 20%; after deductible             |
| 1 routine exam per 24 months.                                                                                                                                                                                                                                                                                                                                                                                                        |                   |                                   |
| <b>Routine Hearing Screening</b>                                                                                                                                                                                                                                                                                                                                                                                                     | Covered 100%      | 20%; after deductible             |



County of Nassau  
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| <b>PHYSICIAN SERVICES</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <b>IN-NETWORK</b>                                                                                           | <b>OUT-OF-NETWORK</b>                                                                                       |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|
| <b>Office Visits to PCP</b><br>Includes services of an internist, general physician, family practitioner or pediatrician.                                                                                                                                                                                                                                                                                                                                                              | \$20 copay                                                                                                  | 20%; after deductible                                                                                       |
| <b>Specialist Office Visits</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                        | \$20 copay                                                                                                  | 20%; after deductible                                                                                       |
| <b>Audiometric Hearing Exam</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                        | \$20 copay                                                                                                  | 20%; after deductible                                                                                       |
| <b>Pre-Natal Maternity</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Covered 100%                                                                                                | Covered according to standard claim practice.                                                               |
| <b>Walk-in Clinics</b><br>Walk-in Clinics are network, free-standing health care facilities. They are an alternative to a physician's office visit for treatment of unscheduled, non-emergency illnesses and injuries and the administration of certain immunizations. It is not an alternative for emergency room services or the ongoing care provided by a physician. Neither an emergency room, nor the outpatient department of a hospital, shall be considered a Walk-in Clinic. | \$20 copay                                                                                                  | 20%; after deductible                                                                                       |
| <b>Allergy Testing</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Member cost sharing is based on the type of service performed and the place of service where it is rendered | Member cost sharing is based on the type of service performed and the place of service where it is rendered |
| <b>Allergy Injections</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Member cost sharing is based on the type of service performed and the place of service where it is rendered | Member cost sharing is based on the type of service performed and the place of service where it is rendered |
| <b>DIAGNOSTIC PROCEDURES</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>IN-NETWORK</b>                                                                                           | <b>OUT-OF-NETWORK</b>                                                                                       |
| <b>Diagnostic X-ray</b><br>If performed as a part of a physician office visit and billed by the physician, expenses are covered subject to the applicable physician's office visit member cost sharing.                                                                                                                                                                                                                                                                                | Covered 100%                                                                                                | 10%; after deductible                                                                                       |
| <b>Diagnostic Laboratory</b><br>If performed as a part of a physician office visit and billed by the physician, expenses are covered subject to the applicable physician's office visit member cost sharing.                                                                                                                                                                                                                                                                           | Covered 100%                                                                                                | 10%; after deductible                                                                                       |
| <b>Diagnostic Outpatient Complex Imaging</b>                                                                                                                                                                                                                                                                                                                                                                                                                                           | Covered 100%                                                                                                | 10%; after deductible                                                                                       |
| <b>EMERGENCY MEDICAL CARE</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <b>IN-NETWORK</b>                                                                                           | <b>OUT-OF-NETWORK</b>                                                                                       |
| <b>Urgent Care Provider</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                            | \$20 copay                                                                                                  | 10%; after deductible                                                                                       |
| <b>Non-Urgent Use of Urgent Care Provider</b>                                                                                                                                                                                                                                                                                                                                                                                                                                          | Not Covered                                                                                                 | Not Covered                                                                                                 |
| <b>Emergency Room</b><br>Copay waived if admitted                                                                                                                                                                                                                                                                                                                                                                                                                                      | \$70 copay                                                                                                  | Same as in-network care                                                                                     |
| <b>Non-Emergency Care in an Emergency Room</b>                                                                                                                                                                                                                                                                                                                                                                                                                                         | Not Covered                                                                                                 | Not Covered                                                                                                 |
| <b>Emergency Use of Ambulance</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Covered 100%                                                                                                | Same as in-network care                                                                                     |
| <b>Non-Emergency Use of Ambulance</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Not Covered                                                                                                 | Not Covered                                                                                                 |



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| <b>HOSPITAL CARE</b>                                                                                                                                                                     | <b>IN-NETWORK</b> | <b>OUT-OF-NETWORK</b> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|-----------------------|
| <b>Inpatient Coverage</b><br>The member cost sharing applies to all covered benefits incurred during a member's inpatient stay.                                                          | Covered 100%      | 10%; after deductible |
| <b>Inpatient Maternity Coverage</b> (includes delivery and postpartum care)<br>The member cost sharing applies to all covered benefits incurred during a member's inpatient stay.        | Covered 100%      | 10%; after deductible |
| <b>Outpatient Hospital Expenses</b><br>The member cost sharing applies to all covered benefits incurred during a member's outpatient visit.                                              | Covered 100%      | 10%; after deductible |
| <b>Outpatient Surgery</b><br>The member cost sharing applies to all covered benefits incurred during a member's outpatient visit.                                                        | Covered 100%      | 10%; after deductible |
| <b>Outpatient Surgery - Freestanding Facility</b><br>The member cost sharing applies to all covered benefits incurred during a member's outpatient visit.                                | Covered 100%      | 10%; after deductible |
| <b>MENTAL HEALTH SERVICES</b>                                                                                                                                                            | <b>IN-NETWORK</b> | <b>OUT-OF-NETWORK</b> |
| <b>Inpatient</b><br>The member cost sharing applies to all covered benefits incurred during a member's inpatient stay.                                                                   | Covered 100%      | 10%; after deductible |
| <b>Outpatient</b><br>The member cost sharing applies to all covered benefits incurred during a member's outpatient visit.                                                                | \$20 copay        | 10%; after deductible |
| <b>Crisis Intervention Services</b>                                                                                                                                                      | \$20 copay        | 20%; after deductible |
| <b>ALCOHOL/DRUG ABUSE SERVICES</b>                                                                                                                                                       | <b>IN-NETWORK</b> | <b>OUT-OF-NETWORK</b> |
| <b>Inpatient</b><br>Member cost sharing is based on the type of service performed and the place of service where it is rendered                                                          | Covered 100%      | 10%; after deductible |
| <b>Residential Treatment Facility</b>                                                                                                                                                    | Covered 100%      | 10%; after deductible |
| <b>Outpatient</b><br>The member cost sharing applies to all covered benefits incurred during a member's outpatient visit.                                                                | \$20 copay        | 20%; after deductible |
| <b>OTHER SERVICES</b>                                                                                                                                                                    | <b>IN-NETWORK</b> | <b>OUT-OF-NETWORK</b> |
| <b>Convalescent Facility</b><br>Limited to 60 days per calendar year.<br>The member cost sharing applies to all covered benefits incurred during a member's inpatient stay.              | Covered 100%      | 10%; after deductible |
| <b>Home Health Care</b><br>Limited to 40 visits per calendar year.<br>Each visit by a nurse or therapist is one visit. Each visit up to 4 hours by a home health care aide is one visit. | Covered 100%      | 20%; after deductible |
| <b>Hospice Care - Inpatient</b><br>The member cost sharing applies to all covered benefits incurred during a member's inpatient stay.                                                    | Covered 100%      | 10%; after deductible |
| <b>Hospice Care - Outpatient</b><br>The member cost sharing applies to all covered benefits incurred during a member's outpatient visit.                                                 | Covered 100%      | 10%; after deductible |
| <b>Private Duty Nursing - Outpatient</b>                                                                                                                                                 | Covered 100%      | 20%; after deductible |
| <b>Outpatient Speech Therapy</b><br>Limited to 30 visits per calendar year. Unlimited for early intervention services from birth to age 3.                                               | \$20 copay        | 20%; after deductible |





County of Nassau

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|                                                                                                                                          |                                                                    |                                                           |
|------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------|-----------------------------------------------------------|
| <b>Outpatient Physical and Occupational Therapy</b>                                                                                      | \$20 copay                                                         | 20%; after deductible                                     |
| Limited to 60 visits per calendar year combined, unlimited for early intervention services from birth to age 3.                          |                                                                    |                                                           |
| <b>Autism Behavioral Therapy</b>                                                                                                         | Refer to MBH Outpatient Mental Health                              | Refer to MBH Outpatient Mental Health                     |
| Covered same as any other Outpatient Mental Health benefit                                                                               |                                                                    |                                                           |
| <b>Autism Applied Behavior Analysis</b>                                                                                                  | Refer to MBH Outpatient Mental Health                              | Refer to MBH Outpatient Mental Health                     |
| Covered same as any other Outpatient Mental Health benefit with no visit limits or age restrictions up to 680 hours per a calendar year. |                                                                    |                                                           |
| <b>Autism Physical Therapy</b>                                                                                                           | \$20 copay                                                         | 20%; after deductible                                     |
| <b>Autism Occupational Therapy</b>                                                                                                       | \$20 copay                                                         | 20%; after deductible                                     |
| <b>Autism Speech Therapy</b>                                                                                                             | \$20 copay                                                         | 20%; after deductible                                     |
| <b>Spinal Manipulation Therapy</b>                                                                                                       | \$20 copay                                                         | 20%; after deductible                                     |
| <b>Hearing Aids</b>                                                                                                                      | Covered 100%                                                       | 20%; after deductible                                     |
| <b>Durable Medical Equipment</b>                                                                                                         | Covered 100%                                                       | 20%; after deductible                                     |
| <b>Diabetic Supplies</b>                                                                                                                 | Covered same as PCP office visit cost sharing                      | Covered same as any other medical expense.                |
| <b>Fertility Drugs (oral and injectable)</b>                                                                                             | Covered 100%                                                       | 20%; after deductible                                     |
| Physician charges included (oral and injectable fertility drugs obtained at a pharmacy are covered under the Rx plan).                   |                                                                    |                                                           |
| <b>Contraceptive drugs and devices not obtainable at a pharmacy</b>                                                                      | Covered 100%                                                       | Covered same as any other expense.                        |
| <b>Generic FDA-approved Women's Contraceptives</b>                                                                                       | Covered 100%                                                       | 20%; after deductible                                     |
| <b>Transplants</b>                                                                                                                       | Covered 100%                                                       | 10%; after deductible                                     |
|                                                                                                                                          | Preferred coverage is provided at an IOE contracted facility only. | Non-Preferred coverage is provided at a Non-IOE facility. |
| <b>Bariatric Surgery</b>                                                                                                                 | Covered 100%                                                       | 10%; after deductible                                     |
| The member cost sharing applies to all covered benefits incurred during a member's inpatient stay.                                       |                                                                    |                                                           |



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**PLAN DESIGN & BENEFITS**  
**PROVIDED BY AETNA LIFE INSURANCE COMPANY**

| <b>FAMILY PLANNING</b>                                                                                                                                                                                                           | <b>IN-NETWORK</b>                                                                                                                                                                                   | <b>OUT-OF-NETWORK</b>                                                                                       |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|
| <b>Infertility Treatment</b>                                                                                                                                                                                                     | Member cost sharing is based on the type of service performed and the place of service where it is rendered                                                                                         | Member cost sharing is based on the type of service performed and the place of service where it is rendered |
| Diagnosis and treatment of the underlying medical condition.                                                                                                                                                                     |                                                                                                                                                                                                     |                                                                                                             |
| <b>Comprehensive Infertility Services</b>                                                                                                                                                                                        | Member cost sharing is based on the type of service performed and the place of service where it is rendered                                                                                         | Member cost sharing is based on the type of service performed and the place of service where it is rendered |
| Coverage includes Artificial Insemination and Ovulation Induction.                                                                                                                                                               |                                                                                                                                                                                                     |                                                                                                             |
| <b>Advanced Reproductive Technology (ART)</b>                                                                                                                                                                                    | Not Covered                                                                                                                                                                                         | Not Covered                                                                                                 |
| ART coverage includes: In vitro fertilization (IVF), zygote intrafallopian transfer (ZIFT), gamete intrafallopian transfer (GIFT), cryopreserved embryo transfers, intracytoplasmic sperm injection (ICSI) or ovum microsurgery. |                                                                                                                                                                                                     |                                                                                                             |
| <b>Vasectomy</b>                                                                                                                                                                                                                 | Member cost sharing is based on the type of service performed and the place of service where it is rendered                                                                                         | Member cost sharing is based on the type of service performed and the place of service where it is rendered |
| <b>Tubal Ligation</b>                                                                                                                                                                                                            | Covered 100%                                                                                                                                                                                        | Member cost sharing is based on the type of service performed and the place of service where it is rendered |
| <b>PHARMACY</b>                                                                                                                                                                                                                  | <b>IN-NETWORK</b>                                                                                                                                                                                   | <b>OUT-OF-NETWORK</b>                                                                                       |
| <b>Pharmacy Plan Type</b>                                                                                                                                                                                                        | Aetna Premier Plus Open Formulary                                                                                                                                                                   |                                                                                                             |
| <b>Retail</b>                                                                                                                                                                                                                    | \$5 copay for generic drugs, \$25 copay for preferred brand-name drugs, and \$45 copay for non-preferred brand-name drugs up to a 30 day supply at participating pharmacies.                        | 20% of submitted cost; after applicable copay                                                               |
|                                                                                                                                                                                                                                  | \$10 copay for generic drugs,<br>Up to a 31-90 day supply at participating pharmacies for Retail.                                                                                                   |                                                                                                             |
| <b>Mail Order</b>                                                                                                                                                                                                                | \$5 copay for generic drugs, \$50 copay for preferred brand-name drugs, and \$90 copay for non-preferred brand-name drugs.<br>Up to a 31-90 day supply for Mail Order from Aetna Rx Home Delivery®. | Not Applicable                                                                                              |
| <b>Aetna Premier Plus Specialty Drugs</b>                                                                                                                                                                                        | \$5 copay for generic drugs, \$25 copay for preferred brand-name drugs, and \$45 copay for non-preferred brand-name drugs up to a 30 day supply at participating pharmacies.                        | Not Applicable                                                                                              |

Aetna Premier Plus Specialty Drug List

First prescription fill at any retail drug facility. Subsequent fills must be through our preferred Aetna Specialty Pharmacy network.



County of Nassau

Proposed Effective Date: 01-01-2016

Open Access® Managed Choice® POS - New York

**PLAN DESIGN & BENEFITS**

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**Choose Generics with Dispense as Written (DAW) override** - The member pays the applicable copay only, if the physician requires brand. If the member requests brand when a generic is available, the member pays the applicable copay plus the difference between the generic price and the brand price.

---

**Plan Includes:** Diabetic supplies and medication covered at PCP cost sharing and Contraceptive drugs and devices obtainable from a pharmacy.

Performance Enhancing Drugs limited to 6 tablets per 30 day/month.

Oral and injectable fertility drugs included (physician charges for injections are not covered under RX, medical coverage is limited).

One transition fill allowed within 90 days of member's effective date

Formulary Generic FDA-approved Women's Contraceptives and certain over-the-counter preventive medications covered 100% in network.



**PLAN DESIGN & BENEFITS  
PROVIDED BY AETNA LIFE INSURANCE COMPANY**

**GENERAL PROVISIONS**

**Dependents Eligibility**

Spouse, children from birth to age 26 regardless of student status.

Plans are provided by: Aetna Life Insurance Company. While this material is believed to be accurate as of the production date, it is subject to change.

Health benefits and health insurance plans contain exclusions and limitations. Not all health services are covered.

See plan documents for a complete description of benefits, exclusions, limitations and conditions of coverage. Plan features and availability may vary by location and are subject to change. You may be responsible for the health care provider's full charges for any non-covered services, including circumstances where you have exceeded a benefit limit contained in the plan. Providers are independent contractors and are not our agents. Provider participation may change without notice. We do not provide care or guarantee access to health services.

The following is a list of services and supplies that are generally *not covered*. However, your plan documents may contain exceptions to this list based on state mandates or the plan design or rider(s) purchased by your employer.

- All medical and hospital services not specifically covered in, or which are limited or excluded by your plan documents.
- Cosmetic surgery, including breast reduction.
- Custodial care.
- Dental care and dental X-rays.
- Donor egg retrieval.
- Experimental and investigational procedures, except for coverage for medically necessary routine patient care costs for members participating in a cancer clinical trial.
- Home births
- Immunizations for travel or work, except where medically necessary or indicated.
- Implantable drugs and certain injectable drugs including injectable infertility drugs.
- Infertility services, including artificial insemination and advanced reproductive technologies such as IVF, ZIFT, GIFT, ICSI and other related services, unless specifically listed as covered in your plan documents.
- Long-term rehabilitation therapy.
- Non-medically necessary services or supplies.
- Outpatient prescription drugs (except for treatment of diabetes), unless covered by a prescription plan rider and over-the-counter medications (except as provided in a hospital) and supplies.
- Radial keratotomy or related procedures.
- Reversal of sterilization.
- Services for the treatment of sexual dysfunction or inadequacies, including therapy, supplies or counseling or prescription drugs.
- Therapy or rehabilitation other than those listed as covered.

Aetna receives rebates from drug manufacturers that may be taken into account in determining Aetna's Preferred Drug List. Rebates do not reduce the amount a member pays the pharmacy for covered prescriptions. Aetna Rx Home Delivery refers to Aetna Rx Home Delivery, LLC, a licensed pharmacy subsidiary of Aetna Inc., that operates through mail order. The charges that Aetna negotiates with Aetna Rx Home Delivery may be higher than the cost they pay for the drugs and the cost of the mail order pharmacy services they provide. For these purposes, the pharmacy's cost of purchasing drugs takes into account discounts, credits and other amounts that they may receive from wholesalers, manufacturers, suppliers and distributors.

In case of emergency, call 911 or your local emergency hotline, or go directly to an emergency care facility.



County of Nassau

Proposed Effective Date: 01-01-2016

Open Access® Managed Choice® POS - New York

**PLAN DESIGN & BENEFITS  
PROVIDED BY AETNA LIFE INSURANCE COMPANY**

Translation of the material into another language may be available. Please call Member Services at **1-888-982-3862**.

Puede estar disponible la traducción de este material en otro idioma. Por favor llame a Servicios al Miembro al **1-888-982-3862**.

Plan features and availability may vary by location and group size.

For more information about Aetna plans, refer to [www.aetna.com](http://www.aetna.com).

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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 herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

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

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

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

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

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

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

(g) Contractors for projects under the supervision of the

County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

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

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

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

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

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

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are

unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

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

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

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

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

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



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

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

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

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

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

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor’s affidavit with a notary’s signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE

subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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

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

nominal cost that are utilized in the performance of a service contract.

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

## Appendix L

### Certificate of Compliance

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

- Assistant Vice President & Actuary  
1. The ~~chief executive officer~~ of the Contractor is:

Michael S. Copeck (Name)

151 Farmington Avenue, Hartford, CT 06156 (Address)

860-273-0123 (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:

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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:

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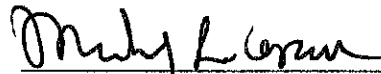
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5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

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.

11/30/2015

Dated



Signature of ~~Chief Executive Officer~~

Assistant Vice President & Actuary

Michael S. Copeck

Name of ~~Chief Executive Officer~~

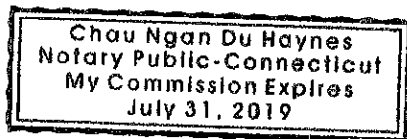
Assistant Vice President & Actuary

Sworn to before me this

30th day of November, 2015.



Notary Public



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**Appendix D- Consultants, Contractors and Vendors Disclosure Form****CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM**

1. Name of the Entity: Aetna Life Insurance Company (ALIC)  
Address: 151 Farmington Avenue,  
City, State and Zip Code: Hartford, CT 06156
2. Entity's Vendor Identification Number: Federal ID Number: 06-6033492
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):  

---

**Principal Officers for Aetna, Inc.**

Mark T. Bertolini  
Chairman and Chief Executive Officer

Karen S. Rohan  
President

Joseph M. Zubretsky  
Senior Executive Vice President, National Businesses

Margaret M. McCarthy  
Executive Vice President, Innovation, Technology & Service Operations

Hal Paz  
Executive Vice President and Chief Medical Officer

William J. Casazza  
Executive Vice President and General Counsel

**Appendix D- Consultants, Contractors and Vendors Disclosure Form**

Fran Soistman  
Executive Vice President, Government Businesses

Shawn M. Guertin  
Executive Vice President, Chief Financial Officer and Chief Enterprise Risk Officer

**Principal Officers for Aetna Life Insurance Company**

Mark T. Bertolini  
Chairman, Chief Executive Officer and President

Joseph M. Zubretsky  
Senior Executive Vice President, National Businesses

William J. Casazza  
Executive Vice President and General Counsel  
Shawn M. Guertin  
Executive Vice President, Chief Financial Officer and Chief Enterprise Risk Officer

Judith H. Jones  
Vice President and Corporate Secretary

Jean C. LaTorre  
Vice President, Chief Investment Officer

Rajan Parmeswar  
Vice President, Controller and Chief Controlling Officer

David Buda  
Vice President, Finance and Treasurer

David T. Doherty  
Vice President, Head of Internal Audit

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**Appendix D- Consultants, Contractors and Vendors Disclosure Form**

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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.
- 

Aetna makes available free of charge through its website at [www.aetna.com](http://www.aetna.com) its Annual Reports on Form 10-K.

Please refer to the Samples and Brochures section of this proposal for our 2014 Financial Annual Report.

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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.
- 

Listed below are subsidiaries of Aetna Inc. at December 31, 2013 with their jurisdictions of organization shown in parentheses. Subsidiaries excluded from the list below would not, in the aggregate, constitute a "significant subsidiary" of Aetna Inc., as that term is defined in Rule 1-02(w) of Regulation S-X.

- Aetna Health Holdings, LLC (Delaware)
  - Aetna Health of California Inc. (California)
  - Aetna Health Inc. (Connecticut)
  - Aetna Health Inc. (Florida)
  - Aetna Health Inc. (Georgia)
  - Aetna Health Inc. (Maine)
  - Aetna Health Inc. (Michigan)
  - Aetna Health Inc. (New Jersey)
  - Aetna Health Inc. (New York)
  - Aetna Better Health Inc. (New York)
  - Aetna Health Inc. (Pennsylvania)
  - Aetna Health Inc. (Texas)
  - Aetna Better Health of Texas Inc. (Texas)



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**Appendix D- Consultants, Contractors and Vendors Disclosure Form**

- Aetna Better Health Inc. (Georgia)
- Aetna Dental of California Inc. (California)
- Aetna Dental Inc. (New Jersey)
- Aetna Dental Inc. (Texas)
- Aetna Health Finance, Inc. (Delaware)
- Aetna Rx Home Delivery, LLC (Delaware)
- Aetna Health Management, LLC (Delaware)
- Aetna Ireland Inc. (Delaware)
- Chickering Claims Administrators, Inc. (Massachusetts)
- Aetna Specialty Pharmacy, LLC (Delaware)
- Cofinity, Inc. (Delaware)
- @Credentials Inc. (Delaware)
- Strategic Resource Company (South Carolina)
- Aetna Better Health Inc. (Pennsylvania)
- Aetna Better Health Inc. (Connecticut)
- Aetna Better Health Inc. (Illinois)
- Aetna Better Health, Inc. (Louisiana)
- Aetna Better Health Inc. (Florida)
- Aetna Better Health Inc. (Ohio)
- Aetna Better Health Inc. (New Jersey)
- Aetna Risk Assurance Company of Connecticut, Inc. (Connecticut)
- Aetna Student Health Agency Inc. (Massachusetts)
- Delaware Physicians Care, Incorporated (Delaware)
- Schaller Anderson Medical Administrators, Incorporated (Delaware)
- Aetna Medicaid Administrators LLC (Arizona)
- iTriage, LLC (Delaware)
- bSwift LLC (Illinois)
- Corporate Benefit Strategies, Inc. (Delaware)
- Prodigy Health Group, Inc. (Delaware)
- Niagara Re, Inc. (New York)
- Performax, Inc. (Delaware)
- Scrip World, LLC (Utah)
- Precision Benefit Services, Inc. (Delaware)
- American Health Holding, Inc. (Ohio)
- Meritain Health, Inc. (New York)
- ADMINCO, Inc. (Arizona)
- Administrative Enterprises, Inc. (Arizona)
- U.S Healthcare Holdings, LLC (Ohio)
- Prime Net, Inc. (Ohio)
- Professional Risk Management, Inc. (Ohio)
  - Coventry Financial Management Services, Inc. (Delaware)

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**Appendix D- Consultants, Contractors and Vendors Disclosure Form**

- Coventry Health Care of Delaware, Inc. (Delaware)
- Coventry Health Care of Georgia, Inc. (Georgia)
- Coventry Transplant Network, Inc. (Delaware)
- Coventry Health Care of Pennsylvania, Inc. (Pennsylvania)
- Coventry Health Care of Iowa, Inc. (Iowa)
- Coventry Health Care of Nebraska, Inc. (Nebraska)
- Coventry Health Care of Louisiana, Inc. (Louisiana)
- HealthAmerica Pennsylvania, Inc. (Pennsylvania)
- HealthAssurance Pennsylvania, Inc. (Pennsylvania)
- Coventry Prescription Management Services Inc. (Nevada)
- Coventry Health and Life Insurance Company (Missouri)
- Coventry Health Care of Virginia, Inc. (Virginia)
- Coventry Health Care of Missouri, Inc. (Missouri)
- HealthCare USA of Missouri, LLC (Missouri)
- Coventry Health Care of Illinois, Inc. (Illinois)
- Coventry Health Care of West Virginia, Inc. (West Virginia)
- Coventry Health Care of the Carolinas, Inc. (North Carolina)
- Coventry HealthCare Management Corporation (Delaware)
- Coventry Health Care of Kansas, Inc. (Kansas)
- Coventry Health Care National Accounts, Inc. (Delaware)
- Coventry Health Care of Texas, Inc. (Texas)
- Aetna Better Health of Michigan Inc. (Michigan)
- Aetna Health of Utah Inc. (Utah)
- HealthAssurance Financial Services, Inc. (Delaware)
- Aetna Better Health Inc. (Tennessee)
- Coventry Health Care National Network, Inc. (Delaware)
- Coventry Consumer Advantage, inc. (Delaware)
- MHNet Specialty Services, LLC (Maryland)
- Mental Health Network of New York IPA, Inc. (New York)
- Mental Health Associates, Inc. (Louisiana)
- MHNet of Florida, Inc. (Florida)
- MHNet Life and Health Insurance Company (Texas)
- Group Dental Service, Inc. (Maryland)
- Group Dental Service of Maryland, Inc. (Maryland)
- Florida Health Plan Administrators, LLC (Florida)
- Coventry Health Care of Florida, Inc. (Florida)
- Carefree Insurance Services, Inc. (Florida)
- Coventry Health Plan of Florida, Inc. (Florida)
- First Health Group Corp. (Delaware)
- First Health Life & Health Insurance Company (Texas)
- Claims Administration Corp. (Maryland)

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**Appendix D- Consultants, Contractors and Vendors Disclosure Form**

- Cambridge Life Insurance Company (Missouri)
- Coventry Health Care Workers' Compensation, Inc. (Delaware)
- Coventry Rehabilitation Service, Inc. (Delaware)
- First Script Network, Inc. (Nevada)
- FOCUS Healthcare Management, Inc. (Tennessee)
- Medical Examinations of New York, P.C. (New York)
- MetraComp, Inc. (Connecticut)
- Continental Life Insurance Company of Brentwood, Tennessee (Tennessee)
  - American Continental Insurance Company (Tennessee)
- Aetna Life Insurance Company (Connecticut)
  - AHP Holdings, Inc. (Connecticut)
  - Aetna Insurance Company of Connecticut (Connecticut)
  - AE Fourteen, Incorporated (Connecticut)
  - Aetna Life Assignment Company (Connecticut)
  - Aetna ACO Holdings Inc. (Delaware)
  - Innovation Health Holdings, LLC (Delaware)
  - Innovation Health Insurance Company (Virginia)
  - Innovation Health Plan, Inc. (Virginia)
  - PE Holdings, LLC (Connecticut)
  - Azalea Mall, LLC (Delaware)
  - Canal Place, LLC (Delaware)
  - Aetna Ventures, LLC (Delaware)
  - Broadspire National Services, Inc. (Florida)
  - Aetna Multi-Strategy 1099 Fund (Delaware)
- Phoenix Data Center Hosting Services LLC (Delaware)
- Aetna Financial Holdings, LLC (Delaware)
  - Aetna Asset Advisors, LLC (Delaware)
  - U.S. Healthcare Properties, Inc. (Pennsylvania)
  - Aetna Capital Management, LLC (Delaware)
  - Aetna Partners Diversified Fund, LLC (Delaware)
  - Aetna Partners Diversified Fund (Cayman), Limited (Cayman)
  - Aetna Workers' Comp Access, LLC (Delaware)
  - Aetna Behavioral Health, LLC (Delaware)
  - Managed Care Coordinators, Inc. (Delaware)
  - Horizon Behavioral Services, LLC (Delaware)
  - Employee Assistance Services, LLC (Kentucky)
  - Health and Human Resource Center, Inc. (California)
  - Resources for Living, LLC (Texas)
  - The Vasquez Group Inc. (Illinois)
  - Work and Family Benefits, Inc. (New Jersey)
  - Aetna Card Solutions, LLC (Connecticut)

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**Appendix D- Consultants, Contractors and Vendors Disclosure Form**

- PayFlex Holdings, Inc. (Delaware)
  - PayFlex Systems USA, Inc. (Nebraska)
  - Aetna Health and Life Insurance Company (Connecticut)
  - Aetna Health Insurance Company (Pennsylvania)
  - Aetna Health Insurance Company of New York (New York)
  - Aetna Risk Indemnity Company, Ltd. (Bermuda)
  - Aetna International Inc. (Connecticut)
    - Aetna Life & Casualty (Bermuda) Ltd. (Bermuda)
    - Aetna Health Services (UK) Limited (England & Wales)
    - Aetna Global Benefits (Bermuda) Limited (Bermuda)
    - Goodhealth Worldwide (Global) Limited (Bermuda)
    - Aetna Global Benefits (Europe) Limited (England & Wales)
    - Aetna Global Benefits (Asia Pacific) Limited (Hong Kong)
    - Goodhealth Worldwide (Asia) Limited (Hong Kong)
    - Aetna Global Benefits Limited (DIFC, UAE)
    - Spinnaker TopCo Limited (Bermuda)
  - Spinnaker BidCo Limited (England and Wales)
    - Aetna HoldCo (UK) Limited (England and Wales)
    - InterGlobal Japan Corporation Limited (Japan)
    - Aetna Global Benefits (UK) Limited (England and Wales)
    - Aetna Insurance Company Limited (England and Wales)
    - Aetna Insurance (Singapore) Pte. Ltd. (Singapore)
    - Aetna Health Insurance Company of Europe Limited (Ireland)
    - Aetna (Shanghai) Enterprise Services Co. Ltd. (China)
    - Aetna (Beijing) Enterprise Management Services Co., Ltd. (China)
    - Aetna Global Benefits (Singapore) PTE. LTD. (Singapore)
    - Indian Health Organisation Private Limited (India)
  - AUSHC Holdings, Inc. (Connecticut)
    - PHPSNE Parent Corporation (Delaware)
  - Active Health Management, Inc. (Delaware)
    - Health Data & Management Solutions, Inc. (Delaware)
    - Aetna Integrated Informatics, Inc. (Pennsylvania)
  - Health Re, Inc. (Vermont)
  - ASI Wings, LLC (Delaware)
  - Healthagen LLC
  - Medicity, Inc. (Delaware)
    - Novo Innovations, LLC (Delaware)
    - Allviant Corporation (Delaware)
-

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**Appendix D- Consultants, Contractors and Vendors Disclosure Form**

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7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

Mr. Jeffrey Lovell, Managing Director

Park Strategies

101 Park Avenue, Suite 2506

New York, NY 10178

212.883.5608

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

Park Strategies is retained by Aetna to assist Aetna in arranging meetings to discuss Aetna's health insurance solutions with County, Municipal, and School Board entities in New York.

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**Appendix D- Consultants, Contractors and Vendors Disclosure Form**

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

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Park Strategies is a registered lobbyist with Nassau County and the State of New York.

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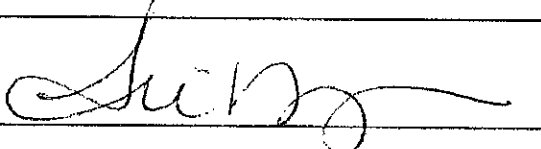
8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

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.

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Confirmed.

---

Dated: September 15, 2015 Signed: 

Print Name: Tami Polsonetti

Title: Sales Director for Public & Labor Sector

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**Appendix D- Consultants, Contractors and Vendors Disclosure Form**

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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Noted.

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APPENDIX H

CERTIFICATE OF COMPLIANCE

In compliance with Local Law 1-2006, as amended, the Proposer/Bidder hereby certifies the following:

1. The chief executive officer of the Proposer/Bidder is:

Tami Polsonetti (Name)

151 Farmington Avenue, Hartford, CT 06156 (Address)

(860) 273-0123 (Telephone Number)

2. The Proposer/Bidder agrees to comply with the requirements of the Nassau County Living Wage Law, and with all applicable federal, state and local laws.

Confirmed.

3. In the past five years, Proposer/Bidder \_\_\_\_\_ 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 by the Proposer/Bidder, describe below:

N/A

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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 Proposer/Bidder in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

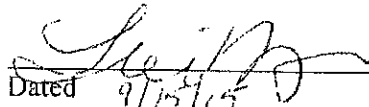


N/A

5. Proposer/Bidder 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.

Confirmed.

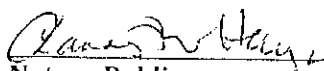
I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

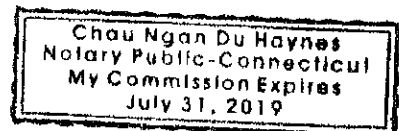
  
Dated 9/24/15  
Signature of Chief Executive Officer

Tami Polsonetti  
Name of Chief Executive Officer

Sworn to before me this

16 day of September, 2015

  
Notary Public



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.

Philip M. Barbaro, Aetna employee (860) 273-8457  
Thomas D. Doran, Aetna employee (973) 244-3636

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

Philip M. Barbaro, Nassau County  
Thomas D. Doran, Nassau County

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

Aetna, Inc.  
151 Farmington Avenue  
Hartford, CT 06156  
(518) 451-3125

2015 SEP 24 P 1:33  
RECEIVED  
NASSAU COUNTY  
CLERK OF THE LEGISLATURE

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.

Health Insurance

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

Office of the County Executive

Nassau County Legislature

Nassau County employee unions (CSEA, PBA, Detectives, Superiors, Corrections)

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: September 24, 2015

Signed: 

Print Name: Philip Barbaro

Title: VP, Sales & Client Management

**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.

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

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

Date: 02/09/2016

1) Bidder's/Proposer's Legal Name: Aetna Life Insurance Company (ALIC)

2) Address of Place of Business: 151 Farmington Avenue, Hartford, CT 06156

List all other business addresses used within last five years:

Not Applicable

3) Mailing Address (if different): Not Applicable

Phone : 860-273-0123

Does the business own or rent its facilities? No

4) Dun and Bradstreet number: 006916969

5) Federal I.D. Number: 06-6033492

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 X No    If Yes, please provide details: Please refer to the Additional Information doc for our response.

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. Please refer to the following document for additional information.

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).

To the best of our knowledge, Aetna has not had a bond or surety that was canceled or forfeited. As a leading, national health care benefits company with more than 150 years experience, we have and have had numerous bonds or sureties in place at any given time.

- 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

Neither Aetna nor any of its controlled subsidiaries have ever declared bankruptcy. We also have not had any filings for protection under one of the bankruptcy laws.

- 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. \_\_\_\_\_

Aetna Life Insurance Company (ALIC) and its subsidiaries/affiliates are routinely involved in non-material litigation regarding the administration of health, life, disability and dental plans. Most of this litigation involves a single claim for benefits or payment for provider services. ALIC is a wholly-owned subsidiary of Aetna Inc. (Aetna). All material litigation is reported in Aetna's public filings.

- 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. \_\_\_\_\_

Aetna Life Insurance Company (ALIC) and its subsidiaries/affiliates are routinely involved in non-material litigation regarding the administration of health, life, disability and dental plans. Most of this litigation involves a single claim for benefits or payment for provider services. ALIC is a wholly-owned subsidiary of Aetna Inc. (Aetna). All material litigation is reported in Aetna's public filings.

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

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No conflict exists  
\_\_\_\_\_  
\_\_\_\_\_

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No conflict exists  
\_\_\_\_\_  
\_\_\_\_\_

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. \_\_\_\_\_  
No conflict exists  
\_\_\_\_\_  
\_\_\_\_\_

- b) Please describe procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future. \_\_\_\_\_  
All Aetna employees (including 3rd party suppliers and consultants) are required to complete Business Conduct & Integrity training, including reading and certifying compliance with Aetna's Code of Conduct, Privacy and Information Security policies (via a Code of Conduct Acknowledgment/Disclosure) during the first week of employment and then annually thereafter—and completion is tracked. The training course, itself, is made up of modules including Compliance, Conflicts of Interests, Privacy, Information Security, Workplace Behavior, Fraud, Waste and Abuse, and Records Management. Aetna's Code of Conduct can be viewed at: <http://www.aetna.com/investors-aetna/assets/documents/code-of-conduct.pdf>  
The Code of Conduct Acknowledgment/Disclosure requires employees to disclose, on behalf of themselves or their family members/domestic partners/household members, affiliations of any sort with Aetna constituents, e.g., customers, suppliers, providers, etc.



- 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 **MUST** include:

Please refer to Additional Information doc for the responses to i- viii.

- 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. We have over 160 years of experience in providing quality, reliable services to businesses, individuals and the government. Founded in 1853 in Hartford, CT

- 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.  
Please refer to the Additional Information doc for this response.

- 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.

Confidential

Company \_\_\_\_\_

Contact Person \_\_\_\_\_

Address \_\_\_\_\_

City/State \_\_\_\_\_

Telephone \_\_\_\_\_

Fax # \_\_\_\_\_

E-Mail Address \_\_\_\_\_

\_\_\_\_\_

Confidential

Company \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Address \_\_\_\_\_  
City/State \_\_\_\_\_  
Telephone \_\_\_\_\_  
Fax # \_\_\_\_\_  
E-Mail Address \_\_\_\_\_

**CONFIDENTIAL**  
Company \_\_\_\_\_

Contact Person \_\_\_\_\_  
Address \_\_\_\_\_  
City/State \_\_\_\_\_  
Telephone \_\_\_\_\_  
Fax # \_\_\_\_\_  
E-Mail Address \_\_\_\_\_


E. 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.

Not Applicable.

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.

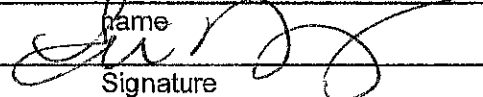
I, Tami Polsonetti, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; 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 9<sup>th</sup> day of February 2016

  
\_\_\_\_\_  
Notary Public

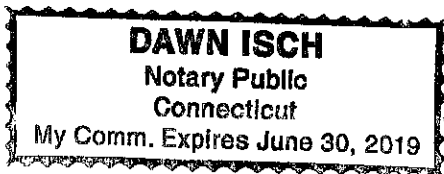
Name of submitting business: Aetna Life Insurance Company

By: Tami Polsonetti Print

  
\_\_\_\_\_  
Signature

Sales Director - Public & Labor Sector  
\_\_\_\_\_  
Title

02 / 09 / 2016 Date



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**Business History Form - Additional Information**

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.

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

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

- 8) Does this business control one or more other businesses? Yes X No    If Yes, please provide details:

---

Aetna Inc. is the publicly traded parent company of the Aetna group of companies. The subsidiaries of the Aetna group of companies includes:

- Aetna Life Insurance Company (ALIC)
- Coventry Health and Life Insurance Company
- HMOs
- DMOs®
- Companies that maintain TPA and other licenses
- Health information technology companies

- 
- 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.

---

Listed below are subsidiaries of Aetna Inc. at December 31, 2013 with their jurisdictions of organization shown in parentheses. Subsidiaries excluded from the list below would not, in the aggregate, constitute a "significant subsidiary" of Aetna Inc., as that term is defined in Rule 1-02(w) of Regulation S-X.

- Aetna Health Holdings, LLC (Delaware)
  - Aetna Health of California Inc. (California)
  - Aetna Health Inc. (Connecticut)
  - Aetna Health Inc. (Florida)
  - Aetna Health Inc. (Georgia)
  - Aetna Health Inc. (Maine)
  - Aetna Health Inc. (Michigan)

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**Business History Form - Additional Information**

- Aetna Health Inc. (New Jersey)
- Aetna Health Inc. (New York)
- Aetna Better Health Inc. (New York)
- Aetna Health Inc. (Pennsylvania)
- Aetna Health Inc. (Texas)
- Aetna Better Health of Texas Inc. (Texas)
- Aetna Better Health Inc. (Georgia)
- Aetna Dental of California Inc. (California)
- Aetna Dental Inc. (New Jersey)
- Aetna Dental Inc. (Texas)
- Aetna Health Finance, Inc. (Delaware)
- Aetna Rx Home Delivery, LLC (Delaware)
- Aetna Health Management, LLC (Delaware)
- Aetna Ireland Inc. (Delaware)
- Chickering Claims Administrators, Inc. (Massachusetts)
- Aetna Specialty Pharmacy, LLC (Delaware)
- Cofinity, Inc. (Delaware)
- @Credentials Inc. (Delaware)
- Strategic Resource Company (South Carolina)
- Aetna Better Health Inc. (Pennsylvania)
- Aetna Better Health Inc. (Connecticut)
- Aetna Better Health Inc. (Illinois)
- Aetna Better Health, Inc. (Louisiana)
- Aetna Better Health Inc. (Florida)
- Aetna Better Health Inc. (Ohio)
- Aetna Better Health Inc. (New Jersey)
- Aetna Risk Assurance Company of Connecticut, Inc. (Connecticut)
- Aetna Student Health Agency Inc. (Massachusetts)
- Delaware Physicians Care, Incorporated (Delaware)
- Schaller Anderson Medical Administrators, Incorporated (Delaware)
- Aetna Medicaid Administrators LLC (Arizona)
- iTriage, LLC (Delaware)
- bSwift LLC (Illinois)
- Corporate Benefit Strategies, Inc. (Delaware)
- Prodigy Health Group, Inc. (Delaware)
- Niagara Re, Inc. (New York)
- Performax, Inc. (Delaware)
- Scrip World, LLC (Utah)
- Precision Benefit Services, Inc. (Delaware)
- American Health Holding, Inc. (Ohio)
- Meritain Health, Inc. (New York)

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**Business History Form - Additional Information**

- ADMINCO, Inc. (Arizona)
- Administrative Enterprises, Inc. (Arizona)
- U.S Healthcare Holdings, LLC (Ohio)
- Prime Net, Inc. (Ohio)
- Professional Risk Management, Inc. (Ohio)
  - Coventry Financial Management Services, Inc. (Delaware)
  - Coventry Health Care of Delaware, Inc. (Delaware)
  - Coventry Health Care of Georgia, Inc. (Georgia)
  - Coventry Transplant Network, Inc. (Delaware)
  - Coventry Health Care of Pennsylvania, Inc. (Pennsylvania)
  - Coventry Health Care of Iowa, Inc. (Iowa)
  - Coventry Health Care of Nebraska, Inc. (Nebraska)
  - Coventry Health Care of Louisiana, Inc. (Louisiana)
  - HealthAmerica Pennsylvania, Inc. (Pennsylvania)
  - HealthAssurance Pennsylvania, Inc. (Pennsylvania)
  - Coventry Prescription Management Services Inc. (Nevada)
  - Coventry Health and Life Insurance Company (Missouri)
  - Coventry Health Care of Virginia, Inc. (Virginia)
  - Coventry Health Care of Missouri, Inc. (Missouri)
  - HealthCare USA of Missouri, LLC (Missouri)
  - Coventry Health Care of Illinois, Inc. (Illinois)
  - Coventry Health Care of West Virginia, Inc. (West Virginia)
  - Coventry Health Care of the Carolinas, Inc. (North Carolina)
  - Coventry HealthCare Management Corporation (Delaware)
  - Coventry Health Care of Kansas, Inc. (Kansas)
  - Coventry Health Care National Accounts, Inc. (Delaware)
  - Coventry Health Care of Texas, Inc. (Texas)
  - Aetna Better Health of Michigan Inc. (Michigan)
  - Aetna Health of Utah Inc. (Utah)
  - HealthAssurance Financial Services, Inc. (Delaware)
  - Aetna Better Health Inc. (Tennessee)
  - Coventry Health Care National Network, Inc. (Delaware)
  - Coventry Consumer Advantage, inc. (Delaware)
  - MHNet Specialty Services, LLC (Maryland)
  - Mental Health Network of New York IPA, Inc. (New York)
  - Mental Health Associates, Inc. (Louisiana)
  - MHNet of Florida, Inc. (Florida)
  - MHNet Life and Health Insurance Company (Texas)
  - Group Dental Service, Inc. (Maryland)
  - Group Dental Service of Maryland, Inc. (Maryland)
  - Florida Health Plan Administrators, LLC (Florida)

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**Business History Form - Additional Information**

- Coventry Health Care of Florida, Inc. (Florida)
- Carefree Insurance Services, Inc. (Florida)
- Coventry Health Plan of Florida, Inc. (Florida)
- First Health Group Corp. (Delaware)
- First Health Life & Health Insurance Company (Texas)
- Claims Administration Corp. (Maryland)
- Cambridge Life Insurance Company (Missouri)
- Coventry Health Care Workers' Compensation, Inc. (Delaware)
- Coventry Rehabilitation Service, Inc. (Delaware)
- First Script Network, Inc. (Nevada)
- FOCUS Healthcare Management, Inc. (Tennessee)
- Medical Examinations of New York, P.C. (New York)
- MetraComp, Inc. (Connecticut)
- Continental Life Insurance Company of Brentwood, Tennessee (Tennessee)
  - American Continental Insurance Company (Tennessee)
- Aetna Life Insurance Company (Connecticut)
  - AHP Holdings, Inc. (Connecticut)
  - Aetna Insurance Company of Connecticut (Connecticut)
  - AE Fourteen, Incorporated (Connecticut)
  - Aetna Life Assignment Company (Connecticut)
  - Aetna ACO Holdings Inc. (Delaware)
  - Innovation Health Holdings, LLC (Delaware)
  - Innovation Health Insurance Company (Virginia)
  - Innovation Health Plan, Inc. (Virginia)
  - PE Holdings, LLC (Connecticut)
  - Azalea Mall, LLC (Delaware)
  - Canal Place, LLC (Delaware)
  - Aetna Ventures, LLC (Delaware)
  - Broadspire National Services, Inc. (Florida)
  - Aetna Multi-Strategy 1099 Fund (Delaware)
- Phoenix Data Center Hosting Services LLC (Delaware)
- Aetna Financial Holdings, LLC (Delaware)
  - Aetna Asset Advisors, LLC (Delaware)
  - U.S. Healthcare Properties, Inc. (Pennsylvania)
  - Aetna Capital Management, LLC (Delaware)
  - Aetna Partners Diversified Fund, LLC (Delaware)
  - Aetna Partners Diversified Fund (Cayman), Limited (Cayman)
  - Aetna Workers' Comp Access, LLC (Delaware)
  - Aetna Behavioral Health, LLC (Delaware)
  - Managed Care Coordinators, Inc. (Delaware)
  - Horizon Behavioral Services, LLC (Delaware)

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**Business History Form - Additional Information**

- Employee Assistance Services, LLC (Kentucky)
- Health and Human Resource Center, Inc. (California)
- Resources for Living, LLC (Texas)
- The Vasquez Group Inc. (Illinois)
- Work and Family Benefits, Inc. (New Jersey)
- Aetna Card Solutions, LLC (Connecticut)
- PayFlex Holdings, Inc. (Delaware)
- PayFlex Systems USA, Inc. (Nebraska)
- Aetna Health and Life Insurance Company (Connecticut)
- Aetna Health Insurance Company (Pennsylvania)
- Aetna Health Insurance Company of New York (New York)
- Aetna Risk Indemnity Company, Ltd. (Bermuda)
- Aetna International Inc. (Connecticut)
  - Aetna Life & Casualty (Bermuda) Ltd. (Bermuda)
  - Aetna Health Services (UK) Limited (England & Wales)
  - Aetna Global Benefits (Bermuda) Limited (Bermuda)
  - Goodhealth Worldwide (Global) Limited (Bermuda)
  - Aetna Global Benefits (Europe) Limited (England & Wales)
  - Aetna Global Benefits (Asia Pacific) Limited (Hong Kong)
  - Goodhealth Worldwide (Asia) Limited (Hong Kong)
  - Aetna Global Benefits Limited (DIFC, UAE)
  - Spinnaker TopCo Limited (Bermuda)
- Spinnaker BidCo Limited (England and Wales)
  - Aetna HoldCo (UK) Limited (England and Wales)
  - InterGlobal Japan Corporation Limited (Japan)
  - Aetna Global Benefits (UK) Limited (England and Wales)
  - Aetna Insurance Company Limited (England and Wales)
  - Aetna Insurance (Singapore) Pte. Ltd. (Singapore)
  - Aetna Health Insurance Company of Europe Limited (Ireland)
  - Aetna (Shanghai) Enterprise Services Co. Ltd. (China)
  - Aetna (Beijing) Enterprise Management Services Co., Ltd. (China)
  - Aetna Global Benefits (Singapore) PTE. LTD. (Singapore)
  - Indian Health Organisation Private Limited (India)
- AUSHC Holdings, Inc. (Connecticut)
  - PHPSNE Parent Corporation (Delaware)
- Active Health Management, Inc. (Delaware)
  - Health Data & Management Solutions, Inc. (Delaware)
  - Aetna Integrated Informatics, Inc. (Pennsylvania)
- Health Re, Inc. (Vermont)
- ASI Wings, LLC (Delaware)
- Healthagen LLC



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**Business History Form - Additional Information**

- Medicity, Inc. (Delaware)
    - Novo Innovations, LLC (Delaware)
    - Allviant Corporation (Delaware)
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**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.
- 

- i.) We have over 160 years of experience in providing quality, reliable services to businesses, individuals and the government. Founded in 1853 in Hartford, CT
- ii) Our parent company is Aetna Inc., a Pennsylvania corporation. We are a publicly held company whose shares are widely traded on the New York Stock Exchange.

**Business History Form - Additional Information**

As of December 31, 2014, the only persons known to us to be owners of more than 5 percent of the outstanding shares of our common stock are:

- Black Rock Inc.
- State Street Corporation
- The Vanguard Group
- Wellington Management Group LLP

The identified persons provided the information in the table below to the SEC:

| Name                            | Ownership Stake |
|---------------------------------|-----------------|
| Black Rock Inc.                 | 8.59%           |
| State Street Corporation        | 6.78%           |
| The Vanguard Group              | 5.33%           |
| Wellington Management Group LLP | 5.22%           |

iii) **Principal Officers for Aetna, Inc.**

Mark T. Bertolini  
Chairman and Chief Executive Officer

Karen S. Rohan  
President

Joseph M. Zubretsky  
Senior Executive Vice President, National Businesses

Margaret M. McCarthy  
Executive Vice President, Innovation, Technology & Service Operations

Hal Paz  
Executive Vice President and Chief Medical Officer

William J. Casazza  
Executive Vice President and General Counsel

Fran Soistman  
Executive Vice President, Government Businesses

Shawn M. Guertin

**Business History Form - Additional Information**

Executive Vice President, Chief Financial Officer and Chief Enterprise Risk Officer

**Principal Officers for Aetna Life Insurance Company**

Mark T. Bertolini  
Chairman, Chief Executive Officer and President

Joseph M. Zubretsky  
Senior Executive Vice President, National Businesses

William J. Casazza  
Executive Vice President and General Counsel  
Shawn M. Guertin  
Executive Vice President, Chief Financial Officer and Chief Enterprise Risk Officer

Judith H. Jones  
Vice President and Corporate Secretary

Jean C. LaTorre  
Vice President, Chief Investment Officer

Rajan Parmeswar  
Vice President, Controller and Chief Controlling Officer

David Buda  
Vice President, Finance and Treasurer

David T. Doherty  
Vice President, Head of Internal Audit

- iv) Aetna Life Insurance Company (ALIC) was incorporated in Connecticut on June 14, 1853.

Aetna Inc. was incorporated in Pennsylvania on December 20, 1982.

- v) Number of employees as of December 31, 2014 – 48,460

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**Business History Form - Additional Information**

vi) Annual revenue of firm;

Total Revenue\* (excluding net realized capital gains/losses )

(\$ in Millions)

2014 \$57,922.8

56,976.90 (ML) updated 4/20/2015

vii) As one of the nation's leading providers of health and related benefits, we are pleased that national organizations and publications recognize us for our:

- Commitment to diversity
- Innovative products
- Technology innovations
- Employment-related achievements
- World-class customer service

The following list represents some of the achievements of which we are most proud of in the last two years:

**2015**

- We earned the No. 60 spot on Training Magazine's List of the Top 125 Training Companies in 2015. Each year, Training ranks applications from the leading companies around the world for their excellence in employer-sponsored training and development programs. This was our third year in a row to be named to this list.
- Each year, *Fortune Magazine* creates a ranking of the world's most admired and respected companies. For the past eight years, Aetna has ranked among the top performers in the Health Care: Insurance and Managed Care category.

For the 2015 rankings, we scored first in the category for social responsibility and second in the categories of innovation, use of corporate assets, quality of management, financial soundness, long-term investment value and quality of products/services.

**2014**

- Aetna was recognized as one of the most community-minded companies nationally in the "Civic 50" rankings. It was the third consecutive year Aetna earned the distinction.

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**Business History Form - Additional Information**

- Aetna was ranked No. 18 by Barron's in its list of the Best Companies for 2014 -- up 200 places from last year. The jump reflects results from Aetna's growth strategy. This includes building a diverse business portfolio to thrive in a rapidly changing environment, expand into new marketplaces and lead the industry's transformation. Barron's is a weekly newspaper that covers U.S. financial information, market developments and statistics.
- For the fourth straight year, Aetna received a ClearMark award from the Center for Plain Language. Aetna won the award for the rewrite and redesign of the Aetna Medicare Advantage enrollment package.
- Aetna Chairman, CEO and President Mark Bertolini ranked among the top 10 leaders in Modern Healthcare's annual survey of the 100 Most Influential People in Healthcare. The annual survey honors individuals in healthcare who are deemed by their peers and an expert panel to be the most influential individuals in the industry, in terms of leadership and impact.

In the coverage of the rankings, Modern Healthcare noted that leaders on this year's list have blazed bold reform paths.

- Our ranking in the Fortune 500 list rose to No. 57, up 27 places from last year's position. The strong gain is a direct result of our acquisition of Coventry and the organic growth we have seen as a result of bringing together two health care leaders. As a combined company, our revenues are nearly \$50 billion.
- We were recognized by the National Council on Aging (NCOA) as a champion for the health and economic security of older adults. We were honored for the company's commitment to serving our communities and supporting organizations focused on the health and wellbeing of seniors and women, such as:
  - Programs to improve the health of Asian seniors with Alzheimer's disease
  - Interactive nutrition workshops to help grandparents in underserved communities create healthier family eating plans
  - Research to determine if good communication between home health nurses and doctors will lower hospital readmission rates for recently hospitalized Medicare patients with congestive heart failure

NCOA is a nonprofit service and advocacy organization that represents older adults and the community organizations that serve them.

**Business History Form - Additional Information**

- For the third year in a row, we have been praised for our clear and consumer-friendly Explanation of Benefits (EOB) statements by DALBAR, Inc. DALBAR is a leading market research firm that evaluates health care practices and communications. They review EOBs to see if they are addressing the needs of health plan members.

In their *2014 Trends and Best Practices in Explanation of Benefits* study, DALBAR rated EOBs from across the healthcare industry on clarity, content and design.

DALBAR awarded the Aetna EOB with their highest rating of Excellent and a score much higher than the industry average. They also praised the Aetna EOB as an Industry Best and gave it the top score for clarity.

"Millions of American's receive EOB statements from their insurers every year," said the DALBAR study. "While the EOB statement may be one of the most important communications an individual receives, it is also one of the least understood. Simply telling people what they owe only begins to answer basic questions and often leads to more confusion than understanding."

Aetna has worked hard to design a document that is clear and members find helpful. It is a significant achievement to be recognized, for the third year in a row, as an industry leader.

- We were ranked in the Top 20 of Diversity Inc.'s annual list of the Top 50 Companies for Diversity. More than 1,000 public and private companies competed for spots on the coveted list and Aetna is ranked 19.
- We were honored by the National Business Group on Health with the 2014 Innovation in Reducing Health Care Disparities Award. We are a three-time recipient of the award recognizing organizations for their commitment to equality in health care and exceptional support for cultural diversity.
- We earned the No. 37 spot on Training Magazine's List of the Top 125 Training Companies in 2014. Each year, Training ranks applications from the leading companies around the world for their excellence in employer-sponsored training and development programs.

Please refer to the exhibits section for the state License.

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**Business History Form - Additional Information**

- B. Indicate number of years in business.

We have over 160 years of experience in providing quality, reliable services to businesses, individuals and the government. Founded in 1853 in Hartford, CT, we entered the group life insurance business in 1913 and group health insurance business in 1936. Our first group hospitalization contract was issued in 1937. We introduced our first major medical product in 1951, our first dental plan in 1957 and our first stand-alone vision product in 2009.

- 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.

Everything we do at Aetna starts with our values — a clear, strongly held set of core beliefs that reflect who we are and what you can expect from us. We created our core values together, as one company with almost 50,000 individual voices, and with guidance from our customers. Our values carry through our thoughts and actions every day, inspire innovation in our products and services, and drive our commitment to excellence in all we do.

We put the people we serve at the center of everything we do and live by the following core set of values:

- Integrity: We do the right thing for the right reason.
- Excellence: We strive to deliver the highest quality and value possible through simple, easy and relevant solutions.
- Inspiration: We inspire each other to explore ideas that can make the world a better place.
- Caring: We listen to and respect our customers and each other so we can act with insight, understanding and compassion.

**Our mission and goals**

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**Business History Form - Additional Information**

Our values guide our mission and goals. We are committed to helping people achieve health and financial security by providing easy access to cost-effective, high-quality health care.

As we strive to be the global leader in empowering people to live healthier lives, we continue to play a pivotal role in helping transform the way health care is delivered. We collaborate with doctors, hospitals, government entities, plan sponsors, patients and consumers to design locally appropriate solutions that improve health, quality and cost outcomes in North America, Asia, Europe and the Middle East.

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- 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.
- 

As a professional courtesy to our customers, we seek their permission in each instance we use their names as a reference. Our customers ask that we release their names only when we are a finalist. We are happy to supply references and will do so in a timely fashion, but we would prefer initial feedback on the strength of our proposal prior to seeking their permission.

We have provided those references available at this time below:

**Confidential**

Company \_\_\_\_\_

Contact Person \_\_\_\_\_

Address \_\_\_\_\_

City/State \_\_\_\_\_

Telephone \_\_\_\_\_



**Business History Form - Additional Information**

Fax # \_\_\_\_\_

E-Mail Address \_\_\_\_\_

**Confidential**

Company \_\_\_\_\_

Contact Person \_\_\_\_\_

Address \_\_\_\_\_

City/State \_\_\_\_\_

Telephone \_\_\_\_\_

Fax # \_\_\_\_\_

E-Mail Address \_\_\_\_\_

**Confidential**

Company \_\_\_\_\_

Contact Person \_\_\_\_\_

Address \_\_\_\_\_

City/State \_\_\_\_\_

Telephone \_\_\_\_\_

Fax # \_\_\_\_\_

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**Business History Form - Additional Information**

E-Mail Address \_\_\_\_\_

**Confidential**

# **PRINCIPAL QUESTIONNAIRE FORM**

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer/bidder. Answers must be 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.**

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

**\*\*This section is Not Applicable as it is geared toward an individual/ principal owner which does not exist.**

1. Principal Name Not Applicable  
 Date of birth      /      / Not Applicable  
 Home address Not Applicable  
 City/state/zip Not Applicable  
 Business address Not Applicable  
 City/state/zip Not Applicable  
 Telephone Not Applicable  
 Other present address(es) Not Applicable  
 City/state/zip Not Applicable  
 Telephone Not Applicable  
 List of other addresses and telephone numbers attached
2. Positions held in submitting business and starting date of each (check all applicable)  
 President      /      /      Treasurer      /      /      Not Applicable  
 Chairman of Board      /      /      Shareholder      /      /      Not Applicable  
 Chief Exec. Officer      /      /      Secretary      /      /      Not Applicable  
 Chief Financial Officer      /      /      Partner      /      /      Not Applicable  
 Vice President      /      /      /      /      /      Not Applicable  
 (Other)
3. Do you have an equity interest in the business submitting the questionnaire?  
 NO      YES      If Yes, provide details. Not Applicable
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. Not Applicable
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. Not Applicable
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. Not Applicable

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.

Not Applicable

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. Not Applicable

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.

Not Applicable

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.

Not Applicable

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.

Not Applicable

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.) Not Applicable

a) Is there any felony charge pending against you? NO \_\_\_\_ YES \_\_\_\_ If Yes, provide details for each such charge. Not Applicable

b) Is there any misdemeanor charge pending against you? NO \_\_\_\_ YES \_\_\_\_ If Yes, provide details for each such charge. Not Applicable

c) Is there any administrative charge pending against you? NO \_\_\_\_ YES \_\_\_\_ If Yes, provide details for each such charge. Not Applicable

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.

Not Applicable

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.

Not Applicable

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.

Not Applicable

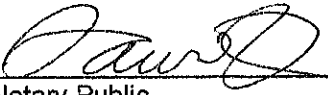
9. In addition to the information provided in response to the previous questions, In the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation 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 \_\_\_\_ YES \_\_\_\_ If Yes, provide details for each such investigation.  
Not Applicable
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.  
Not Applicable
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.  
Not Applicable
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.  
Not Applicable

**CERTIFICATION**

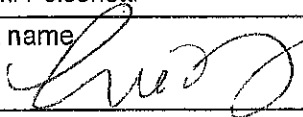
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT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

I, Tami Polsonetti, 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 9 day of February 2016

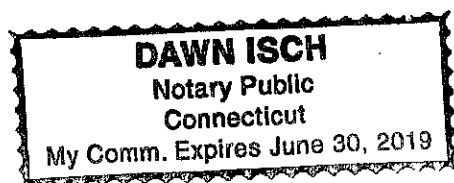
  
\_\_\_\_\_  
Notary Public

Aetna Life Insurance Company  
Name of submitting business

Tami Polsonetti  
Print name  
  
\_\_\_\_\_  
Signature

Sales Director for Public & Labor Sector  
Title

02 / 09 / 2016  
Date





## Nassau County Interim Finance Authority

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

1. Vendor: AETNA

2. Dollar amount requiring NIFA approval: \$ 0.01

Amount to be encumbered: \$ 0.01

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: 1/1/2016 - 12/31/2018

Has work or services on this contract commenced? ☐ Yes ☒ No

If yes, please explain: \_\_\_\_\_

4. Funding Source:

☒ General Fund (GEN) ☐ Grant Fund (GRT)  
☐ Capital Improvement Fund (CAP) Federal % \_\_\_\_\_  
☐ Other 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:

This contract is to provide Health Insurance to Nassau County full-time employees, part-time eligible employees as well as their dependents at a cost that is 15% lower than the cost of the current Base plan (NYSHIP).

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:

1/1/15 - 12/31/16- Aetna Health Insurance Contract \$2.1 million  
1/1/16 - 12/31/16 Aetna HMO (Elect Choice) Monthly Cost \$1,134.82 Indiv. \$3,180.05 Family Coverage Rate.

## 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.

Melissa Gallucci  
Signature

Director of Human Resources  
Title

1/8/2016  
Date

Melissa Gallucci

Print Name

Roseann Gallucci

1/8/2016

## 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.**



Contract ID#: CQDA16000001

Department: District Attorney**E-54-16****Contract Details**

SERVICE: Re-entry Coordinator, Contract  
Manager, Mentoring, Internships, Educational  
& Sports Programs

NIFS ID #: CQDA16000001NIFS Entry Date: 01/28/16Term: from 07/01/15 to 06/30/16

|                                                                          |
|--------------------------------------------------------------------------|
| New <input checked="" type="checkbox"/> 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 <input checked="" type="checkbox"/> |
| 2) Comptroller Approval Form Attached:           | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/>            |
| 3) CSEA Agreement § 32 Compliance Attached:      | Yes <input type="checkbox"/>            | No <input checked="" type="checkbox"/> |
| 4) Vendor Ownership & Mgmt. Disclosure Attached: | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/>            |
| 5) Insurance Required                            | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/>            |

**Agency Information**

| Vendor                                                           |                                                                                              |
|------------------------------------------------------------------|----------------------------------------------------------------------------------------------|
| Name<br><b>Family and Children's Association</b>                 | Vendor ID#<br><b>11-3422018</b>                                                              |
| Address<br>100 E. Old Country Rd., Suite 24<br>Mineola, NY 11501 | Contact Person<br><b>Jeffrey L Reynolds, Ph.D.</b><br>President & Chief<br>Executive Officer |
|                                                                  | Phone<br>(516)746-0350 ext. 304                                                              |

| County Department                                                                       |
|-----------------------------------------------------------------------------------------|
| Department Contact<br><b>ADA Dana Boylan</b>                                            |
| Address<br>Nassau County District Attorney<br>262 Old Country Road<br>Mineola, NY 11501 |
| Phone<br>(516) 571-2608                                                                 |

**Routing Slip**

| DATE    | DEPARTMENT          | Internal Verification                                                                                                                         | DATE              | SIGNATURE                            | Leg. Approval Required                                                                         |
|---------|---------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|-------------------|--------------------------------------|------------------------------------------------------------------------------------------------|
|         | Department          | NIFS Entry (Dept) <input checked="" type="checkbox"/><br>NIFS Appvl (Dept. Head) <input checked="" type="checkbox"/><br>Contractor Registered | 1/28/16<br>2/1/16 | <i>Vicki Cio</i><br><i>M. R. SAE</i> |                                                                                                |
|         | OMB                 | NIFS Approval (Contractor Registered) <input checked="" type="checkbox"/>                                                                     | 2/2/16            | <i>William Cote</i>                  | Yes <input type="checkbox"/> No <input type="checkbox"/><br>Not required if blanket resolution |
| 2/3/16  | County Attorney     | CA RE & Insurance Verification <input checked="" type="checkbox"/>                                                                            | 2/3/16            | <i>J. Smato</i>                      |                                                                                                |
| 2/3/16  | County Attorney     | CA Approval as to form <input checked="" type="checkbox"/>                                                                                    | 2/4/16            | <i>W. S. R.</i>                      | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>                            |
|         | Legislative Affairs | Fw'd Original Contract to CA <input type="checkbox"/>                                                                                         | 2/19/16           | <i>Concetta A. Petracci</i>          |                                                                                                |
|         | County Attorney     | NIFS Approval <input type="checkbox"/>                                                                                                        |                   |                                      |                                                                                                |
|         | Comptroller         | NIFS Approval <input type="checkbox"/>                                                                                                        |                   |                                      |                                                                                                |
| 2/10/16 | County Executive    | Notarization <input type="checkbox"/><br>Filed with Clerk of the Leg. <input type="checkbox"/>                                                | 2/16/16           | <i>Cliff</i>                         |                                                                                                |



## Contract Summary

**Description:** Re-Entry Coordinator, Contract Manager, Mentoring, Internships, Educational & Sports Programs targeting recently incarcerated individuals and high-risk youth for Hempstead Community Improvement Project.

**Purpose:** To utilize grant funding awarded to the District Attorney's Office for the Hempstead Community Improvement Project. This agreement will provide services to address the needs of previously incarcerated individuals to improve their chances at rebuilding their lives as productive members of the community and will engage at-risk youth in constructive activities to reduce gang involvement. For this contract period, we are expanding the program's base of operation to the City of Long Beach.

**Method of Procurement:** Family & Children's Association (FCA) has been performing these services since 2010 as part of the Hempstead Community Improvement Project. This Contractor has a long standing relationship with the community and a vocational education site in Hempstead, has prior experience providing similar services to the community at an exemplary level. The contractor was selected because it is the only local agency which possesses the necessary qualifications, skills, experience, ties to the community, and specialized access to the Nassau County Correctional Center necessary to perform the services for this project.

**Procurement History:** In the fall of 2007 the Nassau County District Attorney's Office began the Hempstead Terrace Bedell Initiative. The Hempstead Community Improvement Project is part of that initiative. Both federal and state funding have been utilized to continue this project. All contracts resulting from this program have been entered into in accordance with applicable Nassau County rules and procedures regarding procurement.

**Description of General Provisions:** A twelve month agreement in the amount of Four Hundred and Seventy-One Thousand Five Hundred and Twenty Dollars (\$471,520.00) for a Re-entry Coordinator, Contract Manager, Mentoring, Internships and Educational and Sports Programs connected with the District Attorney's Council on Thought and Action program in the Village of Hempstead and the City of Long Beach.

**Impact on Funding / Price Analysis:** None, contract is 100% grant funded and/or funded by discretionary forfeiture funds.

**Change in Contract from Prior Procurement:** Previous agreement was for \$269,248.

**Recommendation:** Approve as Submitted

## Advisement Information

| BUDGET CODES |              |
|--------------|--------------|
| Fund:        | GRT          |
| Control:     | DA7A<br>DA89 |
| Resp:        | X5/1B        |
| Object:      | DE500        |
| Transaction: | CQDA         |

| FUNDING SOURCE                            | AMOUNT              |
|-------------------------------------------|---------------------|
| Revenue Contract <input type="checkbox"/> |                     |
| County                                    | \$                  |
| Federal                                   | \$                  |
| State                                     | \$471,520.00        |
| Capital                                   | \$                  |
| Other                                     | \$                  |
| <b>TOTAL</b>                              | <b>\$471,520.00</b> |

| LINE         | INDEX/OBJECT CODE     | AMOUNT              |
|--------------|-----------------------|---------------------|
| 1            | DAGRT7EX4NYS X5/DE500 | \$70,520.00         |
| 2            | DAGRT891BOTH/DE500    | \$401,000.00        |
| 3            |                       | \$                  |
| 4            |                       | \$                  |
| 5            |                       | \$                  |
| 6            |                       | \$                  |
| <b>TOTAL</b> |                       | <b>\$471,520.00</b> |

| RENEWAL    |  |
|------------|--|
| % Increase |  |
| % Decrease |  |

Document Prepared By: **R McManus**Date: **01/28/16**

| 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>2/10/16</i>       |
| Date                                                 |  | Date                                                                                                                    | (For Office Use Only)     |
|                                                      |  |                                                                                                                         | E #:                      |

E-54-16

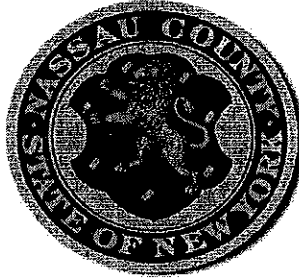
RULES RESOLUTION NO. – 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DISTRICT ATTORNEYS OFFICE AND FAMILY AND CHILDREN'S ASSOCIATION

WHEREAS, the County has negotiated a personal services agreement with the Family and Children's Association to provide services to address the needs of previously incarcerated individuals and engage at-risk youth in constructive activities, 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 Family and Children's Association.

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:** Family and Children's Association

**CONTRACTOR ADDRESS:** 100 East Old Country Road, Mineola, NY 11501

**FEDERAL TAX ID #:** 11-3422018

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

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

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

The Contract was entered into after a written request for proposals was issued on 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

02/01/16  
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

MADELINE SINGAS  
DISTRICT ATTORNEY



OFFICE OF THE DISTRICT ATTORNEY  
NASSAU COUNTY  
262 OLD COUNTRY ROAD  
MINEOLA, NEW YORK 11501  
TELEPHONE (516) 571-3340

**ADDENDUM TO COMPTROLLER APPROVAL FORM FOR PERSONAL,  
PROFESSIONAL OR HUMAN SERVICES CONTRACTS**

Date: 01/28/16

Subject: Contract CQDA16000001  
Family and Children's Association

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This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Family and Children's Association has been performing these services since 2010 as part of the Hempstead Community Improvement Project. In this case it is not practical to conduct a competitive bidding process because of the nature of the program and the fact that it has been conducted on an ongoing basis since that time. This contractor was selected because it is the only local agency which possesses the necessary skills, expertise and experience to perform the required functions. In addition, this contractor has a long-standing relationship with the community and operates a vocational educational site in Hempstead. Family and Children's Association is also uniquely qualified due to having previously established access and clearance at the Nassau County Correctional Center. There were no alternative organizations considered because none had the capacity or resources to provide these services.

The performance of this agency has been satisfactory and this office is interested in continuing our partnership with them.



MADELINE SINGAS  
DISTRICT ATTORNEY

OFFICE OF  
THE DISTRICT ATTORNEY  
NASSAU COUNTY

To: To Whom It May Concern

From: Jeffrey M. Stein  
Chief Administrative Officer

Date: 01/29/16

Subject: Contractor Evaluation:  
Family & Children's Association

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Please be advised that the services heretofore performed by this vendor have been satisfactory.



## CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of \_\_\_\_\_, 2016 (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of the District Attorney, having its principal office at 262 Old Country Road, Mineola, NY 11501 (the "Department"), and (ii) Family and Children's Association, a New York State not for profit corporation, having its principal office at 100 E. Old Country Road, Suite 24, Mineola, NY 11501 (the "Contractor").

### WITNESSETH:

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

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

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

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

1. **Term.** This Agreement shall commence on July 1, 2015 and terminate on June 30, 2016, unless sooner terminated in accordance with the provisions of this Agreement. The County at its sole discretion may renew this Agreement under the same terms and conditions for four (4) additional one (1) year terms.

2. **Services.** The Contractor shall provide services through the Council on Thought and Action ("COTA"), having bases of operation in both the Village of Hempstead and the City of Long Beach, New York. COTA functions as an alternative-to-incarceration prosecution option for adjudicating felony and misdemeanor cases in Nassau County, where pending cases are permitted upon court, defense, and prosecutor consent, to be diverted – upon conditional plea contract – to a self-sufficiency program curriculum that addresses facets of education, vocational training, child and family care, and life stabilization. It is measured by both educational and employment achievements, along with re-offense reduction, with the ultimate objective being an individual's successful "re-entry" into the community in a productive, law-abiding manner. COTA additionally provides re-entry services for conditionally-released defendants, accepting referrals from the Nassau County Probation Department and the New York State Department of Corrections and Community Supervision (DOCCS). Individuals (termed COTA's "clients" or "program participants") are selected for referral by these agencies based upon risk assessments, including lifestyle, gang affiliation, and support structure. All agency referrals are upon consent of a supervising prosecutor. Through its services to the court system, including post-release services, COTA strives to reduce the risk of re-offense,

facilitate re-entry, and mitigate collateral consequences of criminal convictions where possible. Where applicable, results and achievements are reported back to referring agencies. COTA receives ancillary clientele from at-risk individuals in the local communities, as assessed by an assistant district attorney, a referring law enforcement agency, or both. Social services provided by COTA are more fully described in the attached budget (APPENDIX A).

**a) Contract Manager --** The Contractor shall provide a contract manager to oversee program expenses and to monitor progress and performance in contract compliance and in attaining organizational goals.

**b) Re-Entry Case Managers --** The Contractor shall provide up to two (2) full-time and one (1) part-time Re-Entry Case Managers to perform all aspects of case management, including but not limited to assessment and meeting with COTA clients to provide resources and referrals to assist with housing, employment, family and parental support, health care, and alcohol and chemical dependency treatment.

- (1) Facilitates pre-release visits at correctional facilities providing written plans.
- (2) Provides direct counseling designed to motivate and focus COTA clients on implementing personal development.
- (3) Provides advocacy, information and referral services including linkages to appropriate services. Maintains and develops service resources for clients.
- (4) Provides vocational development skills essential to either entering or advancing in the job market.
- (5) Provides casework services and crisis intervention to clients.
- (6) Facilitates regular field visits as needed to support the client's goal attainment.
- (7) Coordinates activities, trips, and transportation to enhance vocational and personal development skills for program participants.
- (8) Achieves academic benchmarks for program participants and their dependents through application of the science, technology, engineering, art and mathematics (STEAM) program, compiling statistical data for learning objectives.
- (9) Assumes other tasks and responsibilities assigned to support the operations of the COTA program.

**c) Re-Entry Outreach Workers --** In coordination and consultation with law enforcement partners and entities described above, the Contractor shall provide outreach services to gang-involved, at-risk, currently incarcerated, and conditionally-released individuals. The Contractor shall also provide transportation to outreach workers on an as-needed basis. The Contractor shall also provide for incidentals essential to the running of the program.

**d) Administrative Assistants** – The Contractor shall provide up to two (2) administrative assistants to support the day-to-day administrative needs of the program. The responsibilities include but are not limited to typing, data collection, research, reporting and coordinating.

**e) Program Assistant (STEAM)** – The Contractor shall provide a program assistant to assist in the implementation of the COTA STEAM program in the City of Long Beach. Duties will include monthly tracking and compilation of statistical data for STEAM program goals and objectives.

**f) Mentoring/Enrichment Program** – The Contractor shall provide training and compensation to mentors who provide services and skill development to COTA clients. The Contractor will also provide for incidentals related to mentoring such as transportation, enrichment opportunity, clothing items, educational materials and supplies and personal hygiene items to assist COTA clients in personal development and in preparing for employment interviews and job opportunities.

**g) Internships** – The Contractor shall provide COTA clients with introductory training to develop skills in various employment areas. The Contractor shall also provide for incidentals essential to the running of the program.

**h) Educational Activities** – The Contractor shall provide training opportunities for COTA clients including, but not limited to, computer skills, certificate training, general equivalency diploma examination preparation and alcohol and substance abuse counselor training to enhance their chances for employment. The Contractor shall also provide for incidentals essential to the running of the program.

**i) Athletic/Team-Building Programs** – The Contractor shall operate apposite athletic programs to provide team-building, constructive and safe recreation. The Contractor shall also provide for incidentals essential to the running of the program.

**j) Re-Entry Staff Training** -- The Contractor shall provide training to program staff and volunteers to develop and refine skills necessary to meet program mission and objectives. The Contractor shall also provide for incidentals essential to the running of the program.

**k) Trips** – The Contractor shall organize and provide trips for program participants to promote cultural enrichment and to encourage positive social norms, values and coping skills. The Contractor shall also provide for incidentals essential to the running of the program.

**l) Development of Informational Materials** – The Contractor shall provide graphic design, photography, and other informational and marketing materials such as t-shirts, pens and notebooks, to assist with outreach efforts promoting the program and its benefits to incarcerated and at-risk individuals and to provide information to community partners.

**m) Building Maintenance** - The Contractor shall pay for building maintenance which shall include pest control services on an as-needed basis at the locations where the Services are conducted.

n) **Community Event Food Expenditures** – food expenses related to community meetings including but not limited to community outreach, gang intervention and COTA meetings.

In addition, the Contractor shall submit to the Department monthly and quarterly client progress reports in such format approved by the Department which provide, at a minimum, the following information:

- (1) Number of clients seen.
- (2) What Contractor services were utilized?
- (3) Where were clients referred?

3. **Payment.** (a) Amount of Consideration. The amount to be paid to the Contractor as full consideration for the Contractor's services under this Agreement ("Maximum Amount") shall not exceed **Four Hundred Seventy-One Thousand and Five Hundred and Twenty Dollars (\$471,520.00)**, payable in accordance with the attached budget, Appendix A.

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

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

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

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

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

(g) Reallocation Among Line Items: The Contractor may reallocate monies within the budget, provided however, that the Contractor shall not reallocate more than ten percent (10%) of the amount allocated to any line item to another line item nor add or subtract a line item, without the prior written consent of the Department, Clause 10 notwithstanding.

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

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

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

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

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

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

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

(d) Protection of Client Information. The Contractor acknowledges and agrees that all information that the Contractor acquires in connection with performance under this Agreement is strictly confidential, shall be held in the strictest confidence and shall be used solely for the purpose of performing services for or on behalf of the County. Such confidential information shall not be disclosed to third parties except (i) as permitted under this Agreement, or (ii) in accordance with Law or (iii) upon legal compulsion. The provisions of this Section shall survive the termination of this Agreement and any breach of these provisions shall be cause for immediate termination of this Agreement.

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

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

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

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which

the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

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

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

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

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

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

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

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

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

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

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

**12. Accounting Procedures; Records.** The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor 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.

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

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

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

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

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

**16. Notices.** Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the

County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

**17. All Legal Provisions Deemed Included; Severability; Supremacy.** (a)

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

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

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

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

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

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

**20. 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 and other governmental approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

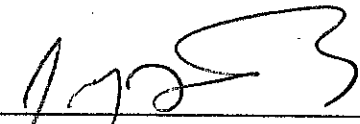
(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds

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

[Remainder of Page Intentionally Left Blank.]

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

FAMILY AND CHILDREN'S ASSOCIATION

By:   
Name: Jeffrey L. Reynolds  
Title: President/CEO  
Date: 01/14/2016

NASSAU COUNTY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: County Executive  
☐ Deputy County Executive  
Date: \_\_\_\_\_

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

SS.:

COUNTY OF NASSAU )

On the 14th day of January in the year 2016 before me personally came Jeffrey L. Reynolds to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the President/CEO of Family and Children's Association, 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

**MARY A. CHIZ**  
**Notary Public, State of New York**  
**No. 01CH6163683**  
**Qualified in Nassau County**  
**Commission Expires April 2, 2019**

Mary A. Os.

STATE OF NEW YORK)

SS.:

COUNTY OF NASSAU )

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2016 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 the County Executive/ Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

**APPENDIX A  
BUDGET AND SCOPE OF SERVICES (p. 1)**

| <b>PERSONNEL SERVICES</b>                                                                                          | <b><u>Hempstead</u></b> | <b><u>Long Beach</u></b> | <b><u>Total</u></b> |
|--------------------------------------------------------------------------------------------------------------------|-------------------------|--------------------------|---------------------|
| <b>Contract Manager*</b>                                                                                           |                         |                          |                     |
| Salary – 10% of Annual Salary of \$65,183                                                                          | \$6,518                 |                          | \$6,518             |
| Fringe (16%)                                                                                                       | \$1,043                 |                          | \$1,043             |
| Administrative Fee (15%)                                                                                           | <u>\$1,134</u>          |                          | <u>\$1,134</u>      |
| <b>Sub-Total</b>                                                                                                   | <b>\$8,695</b>          |                          | <b>\$8,695</b>      |
| <br><b>Re-Entry Case Managers – Full Time*</b>                                                                     |                         |                          |                     |
| \$18.00 per hour/Up to Two (2)/Hempstead                                                                           | \$65,500                |                          | \$65,500            |
| Fringe (34%)                                                                                                       | \$22,270                |                          | \$22,270            |
| Administrative Fee (15%)                                                                                           | <u>\$13,166</u>         |                          | <u>\$13,166</u>     |
| <b>Sub-Total</b>                                                                                                   | <b>\$100,936</b>        |                          | <b>\$100,936</b>    |
| <br><b>Re-Entry Case Managers -- Part Time</b>                                                                     |                         |                          |                     |
| \$17.50 per hour/One (1)/Long Beach<br>(not to exceed 18 hours per week)                                           |                         | \$16,380                 | \$16,380            |
| Fringe (10%)                                                                                                       |                         | \$1,638                  | \$1,638             |
| Administrative Fee (15%)                                                                                           |                         | <u>\$2,703</u>           | <u>\$2,703</u>      |
| <b>Sub-Total</b>                                                                                                   |                         | <b>\$20,721</b>          | <b>\$20,721</b>     |
| <br><b>Outreach Workers</b>                                                                                        |                         |                          |                     |
| \$17.50/hour maximum of 18hrs/wk up to<br>4 people (Hemp) Max. 590 hours annually/<br>worker up to 2 people (L.B.) | \$65,520                | \$20,650                 | \$86,170            |
| Fringe (10%)                                                                                                       | \$6,552                 | \$2,065                  | \$8,617             |
| Administrative Fee (15%)                                                                                           | <u>\$10,811</u>         | <u>\$3,407</u>           | <u>\$14,218</u>     |
| <b>Sub-Total</b>                                                                                                   | <b>\$82,883</b>         | <b>\$26,122</b>          | <b>\$109,005</b>    |
| <br><b>Administrative Assistants</b>                                                                               |                         |                          |                     |
| \$17.50 per hour<br>Max. 258 hours/Hempstead 129 hours/LB<br>(not to exceed 18 hours per week)                     | \$4,515                 | \$2,258                  | \$6,773             |
| Fringe (10%)                                                                                                       | \$452                   | \$226                    | \$678               |
| Administrative Fee (15%)                                                                                           | <u>\$745</u>            | <u>\$373</u>             | <u>\$1,118</u>      |
| <b>Sub-Total</b>                                                                                                   | <b>\$5,712</b>          | <b>\$2,857</b>           | <b>\$8,569</b>      |
| <br><b>Mentors</b>                                                                                                 |                         |                          |                     |
| \$17.50 per hour/Max. 285 hours<br>(not to exceed 18 hours per week)                                               | \$5,000                 | \$5,000                  | \$10,000            |
| Fringe (10%)                                                                                                       | \$500                   | \$500                    | \$1,000             |
| Administrative Fee (15%)                                                                                           | <u>\$825</u>            | <u>\$825</u>             | <u>\$1,650</u>      |
| <b>Sub-Total</b>                                                                                                   | <b>\$6,325</b>          | <b>\$6,325</b>           | <b>\$12,650</b>     |

**APPENDIX A**  
**BUDGET AND SCOPE OF SERVICES (p. 2)**

| <b>PERSONNEL SERVICES</b>                                                     | <b><u>Hempstead</u></b> | <b><u>Long Beach</u></b> | <b><u>Total</u></b> |
|-------------------------------------------------------------------------------|-------------------------|--------------------------|---------------------|
| <b>Interns</b>                                                                |                         |                          |                     |
| \$11.00 per hour/Max. 18 hrs/week/intern<br>(not to exceed 18 hours per week) | \$23,000                | \$10,000                 | \$33,000            |
| Fringe (10%)                                                                  | \$2,300                 | \$1,000                  | \$3,300             |
| Administrative Fee (15%)                                                      | <u>\$3,795</u>          | <u>\$1,650</u>           | <u>\$5,445</u>      |
| <b>Sub-Total</b>                                                              | <b>\$29,095</b>         | <b>\$12,650</b>          | <b>\$41,745</b>     |
| <b>Sports Program Staff</b>                                                   |                         |                          |                     |
| Staffing, including coaches, assistants                                       | \$8,000                 | \$4,000                  | \$12,000            |
| Fringe (10%)                                                                  | \$800                   | \$400                    | \$1,200             |
| Administrative Fee                                                            | <u>\$1,320</u>          | <u>\$660</u>             | <u>\$1,980</u>      |
| <b>Sub-Total</b>                                                              | <b>\$10,120</b>         | <b>\$5,060</b>           | <b>\$15,180</b>     |
| <b>SUB-TOTAL PERSONNEL SERVICES</b>                                           | <b>\$243,766</b>        | <b>\$73,735</b>          | <b>\$317,501</b>    |
| <b>OTPS</b>                                                                   |                         |                          |                     |
| Mentoring/Enrichment Program                                                  | \$2,000                 | \$2,000                  | \$4,000             |
| Educational Activities (includes van, driver,<br>Classes & trips)             | \$18,000                | \$8,000                  | \$26,000            |
| Sports Program (equipment, uniforms)                                          | \$3,000                 | \$3,000                  | \$6,000             |
| Re-Entry Staff Training                                                       | \$3,000                 | \$3,000                  | \$6,000             |
| Trips                                                                         | \$5,000                 | \$4,000                  | \$9,000             |
| Re-Entry Informational Brochures, Books &<br>Promotional Materials            | \$2,500                 |                          | \$2,500             |
| Building Maintenance (incl. pest control)                                     | \$3,200                 |                          | \$3,200             |
| Food for Community Events                                                     | \$5,000                 |                          | \$5,000             |
| Background Checks                                                             | <u>\$1,500</u>          | <u>\$500</u>             | <u>\$2,000</u>      |
| <b>Sub-Total</b>                                                              | <b>\$43,200</b>         | <b>\$20,500</b>          | <b>\$63,700</b>     |
| <b>Program Administration</b>                                                 | <b>\$4,320</b>          | <b>\$2,050</b>           | <b>\$6,370</b>      |
| <b>SUB-TOTAL OTPS</b>                                                         | <b>\$47,520</b>         | <b>\$22,550</b>          | <b>\$70,070</b>     |
| <b>SUB-TOTAL COTA</b>                                                         | <b>\$291,286</b>        | <b>\$96,285</b>          | <b>\$387,571</b>    |

\* Reimbursement for salary for positions indicated will include reimbursement for any leave taken at the percentage of participation in the program up to the maximum salary stated in the contract budget. Fringe reimbursement does not include reimbursement of leave time taken. It does include reimbursement for payroll taxes on benefit leave time.

**APPENDIX A  
BUDGET AND SCOPE OF SERVICES (p. 3)**

| <b>PERSONNEL SERVICES</b>                                                                         | <b><u>Long Beach</u></b> | <b><u>Total</u></b> |
|---------------------------------------------------------------------------------------------------|--------------------------|---------------------|
| <b>S.T.E.A.M.</b>                                                                                 |                          |                     |
| Program Assistant/ \$17.50 per hour<br>(not to exceed 18 hours per week)                          | \$8,575                  | \$8,575             |
| Fringe (10%)                                                                                      | \$858                    | \$858               |
| Administrative Fee (15%)                                                                          | <u>\$1,415</u>           | <u>\$1,415</u>      |
| <b>Sub-Total</b>                                                                                  | <b>\$10,848</b>          | <b>\$10,848</b>     |
| <br><b>SUB-TOTAL PERSONNEL SERVICES</b>                                                           | <br><b>\$10,848</b>      | <br><b>\$10,848</b> |
| <br><b>OPERATING EXPENSES – S.T.E.A.M.</b>                                                        |                          |                     |
| Curriculum Development & Program Assessment Tool Development &<br>Implementation/Application      | \$25,000                 | \$25,000            |
| Program Facilitation                                                                              | \$25,000                 | \$25,000            |
| Internships Stipends                                                                              | \$9,480                  | \$9,480             |
| Undergraduate @ \$11.00 per hour (240 Hours)                                                      |                          |                     |
| Graduate @ \$17.50 per hour (240 Hours)                                                           |                          |                     |
| Computer Network Upgrade: Replace old & install new hardware<br>and computer software w. licenses | \$5,000                  | \$5,000             |
| Administrative Overhead                                                                           | <u>\$1,975</u>           | <u>\$1,975</u>      |
| <b>Sub-Total</b>                                                                                  | <b>\$66,455</b>          | <b>\$66,455</b>     |
| <b>Program Administration/S.T.E.A.M. – 10 %</b>                                                   | <b>\$6,646</b>           | <b>\$6,646</b>      |
| <br><b>SUB-TOTAL OTPS</b>                                                                         |                          | <br><b>\$73,101</b> |
| <br><b>SUB-TOTAL S.T.E.A.M.</b>                                                                   |                          | <br><b>\$83,949</b> |
| <hr/>                                                                                             |                          |                     |
| <b>CONTRACT TOTAL</b>                                                                             |                          | <b>\$471,520</b>    |



**APPENDIX A**  
**BUDGET AND SCOPE OF SERVICES (p. 4)**

The Contractor shall provide human resources and payroll management functions for the staff hired pursuant to the terms of this Agreement (collectively known as "Contract Staff").

Complete job descriptions for Contract Staff shall be provided by the Department. Contract staff will be physically situated at locations provided and/or determined by the Department and the Department will provide all necessary furniture, office equipment and supplies, as required by Contract Staff to perform their jobs. Further, the Department shall be responsible for supervising and evaluating the job performance of all Contract Staff.

**Compensation and Benefits**

All Contract Staff will be paid according to the terms of the budget set forth in Appendix A of the Agreement. With the exception of the full-time Re-Entry Case Managers, all Contract Staff covered by this Agreement shall not work more than 18 hours per week and, therefore, shall not be eligible for any paid time off or other FCA employee benefits, other than those mandated by applicable law.

The full-time Re-Entry Case Managers shall be entitled to paid time off and other benefits on a calendar year basis as follows:

- 13 paid holidays. In accordance with the Contractor's policies for other employees, the full-time Re-Entry Case Managers will be paid for the following holidays per calendar year: New Year's Day, Martin Luther King's Birthday, Presidents Day, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day and two (2) floating holidays.
- 12 paid sick days. In accordance with the Contractor's policies for other employees, the full-time Re-Entry Case Managers may accrue and carry over from year to year a maximum of 65 days, but will not be paid for accrued, unused sick leave upon the termination of employment for any reason.
- 20 paid vacation days. The full-time Re-Entry Case Managers will be entitled to carry over a maximum of ten (10) accrued, unused vacation days each year. The full-time Re-Entry Case Managers, however, will not be paid for accrued, unused vacation time upon the termination of employment for any reason.
- 4 personal days. In accordance with the Contractor's policies for other employees, the full-time Re-Entry Case Managers may not accrue and carry over personal days. Further, the full-time Re-Entry Case Managers will not be paid for accrued, unused personal time upon the termination of employment for any reason.

**APPENDIX A**  
**BUDGET AND SCOPE OF SERVICES (p. 5)**

- 3 bereavement leave days. In accordance with the Contractor's policies for other employees, the full-time Re-Entry Case Managers will be granted three (3) days off with pay in the event of the death of a member of their immediate family and, for relatives not in their immediate family, one day off.
- Ten paid days for jury duty. In accordance with the Contractor's policies for other employees, the full-time Re-Entry Case Managers will be paid for the first ten days of active jury duty.
- The full-time Re-Entry Case Managers may elect to participate in the Contractor's health insurance plans subject to their payment of the cost shares applicable to the Contractor's other eligible employees. For those electing to participate, the County shall reimburse the Contractor for 100% of the Contractor's portion of the premium, payable out of the Fringe Benefits budget line provided in Appendix A of this Agreement.

Contract staff will have access to the Contractor's electronic timekeeping system, Time Force, and will be required to clock in and out of work, request and record all absences, and verify their time cards via this system. The Department will be responsible for reviewing and verifying the time cards and approving the Contract Staff's requests for time off where allowed. Contract Staff will be required to print out paper copies of their bi-weekly time cards to be reviewed and signed by a representative of the Department. These signed time cards will be forwarded to the Contractor's Payroll Administrator on a monthly basis for recordkeeping purposes. Scheduled time off, where allowed, will be at the discretion of the Department, however, approval of time off by the Department will not add to the paid time off provided for by the Contractor.

**Employment-Related Policies and Procedures**

The Contractor shall be responsible for the development and implementation of all appropriate employment-related policies and protocols for Contract Staff.

**APPENDIX EE**  
**Equal Employment Opportunities for Minorities and Women**

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

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

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

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

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

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

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

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

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

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

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

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

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

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

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions,

finer or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

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

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

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

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

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

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

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the

foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

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

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

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

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation.
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation.
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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

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

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

**APPENDIX L**  
**Certificate of Compliance**

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

1. The chief executive officer of the Contractor is:

Jeffrey L. Reynolds (Name)

100 East Old Country Road, Mineola New York 11501 (Address)

(516) 746-0350 (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:

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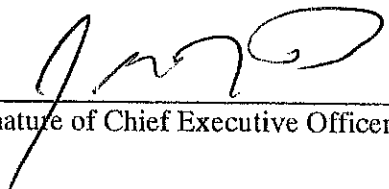
4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action   x   has        has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations,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

New York State Department of Labor Claim was made against Family  
and Children's Association and Nassau County totaling \$226,000 for  
back wages related to benefit time accrued by a class of FCA/Nassau  
Employees who were terminated in 2012. The Claim remains unresolved.

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.

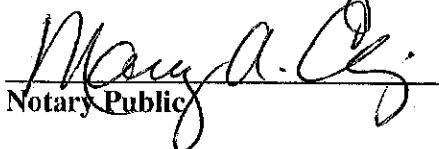
January 14, 2016  
Dated

  
\_\_\_\_\_  
Signature of Chief Executive Officer

Jeffrey L. Reynolds  
\_\_\_\_\_  
Name of Chief Executive Officer

Sworn to before me this

14<sup>th</sup> day of January, 2016.

  
\_\_\_\_\_  
Notary Public

MARY A. CHIZ  
Notary Public, State of New York  
No. 01CH6163683  
Qualified In Nassau County  
Commission Expires April 2, 20

COUNTY OF NASSAU

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

1. Name of the Entity: Family and Children's Association

Address: 100 East Old Country Road

City, State and Zip Code: Mineola, NY 11501

2. Entity's Vendor Identification Number: 11-3422018

3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture  
☐ Ltd. Liability Co ☐ Closely Held Corp ☒ Charitable Organization 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.

N/A

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.

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

(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: 12/15/2015

Signed: 

Print Name: Jeffrey L. Reynolds

Title: President/CEO

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.

# BOARD & OFFICER HOME ADDRESSES

| Title | First Name | Last Name        | State | Home Address | Home Town  | Home Zip   | Officer Title                    |
|-------|------------|------------------|-------|--------------|------------|------------|----------------------------------|
| Mr.   | Donald     | Abrams           | NY    | [REDACTED]   | [REDACTED] | [REDACTED] |                                  |
| Mr.   | Peter J.   | Bogan            | NY    | [REDACTED]   | [REDACTED] | [REDACTED] |                                  |
| Mr.   | Daniel     | Brown            | NY    | [REDACTED]   | [REDACTED] | [REDACTED] |                                  |
| Mr.   | Rich       | Cavallaro        | NY    | [REDACTED]   | [REDACTED] | [REDACTED] |                                  |
| Ms.   | Rosanne    | Cavallaro        | NY    | [REDACTED]   | [REDACTED] | [REDACTED] |                                  |
| Mr.   | Robert     | Schwerdel        | NY    | [REDACTED]   | [REDACTED] | [REDACTED] | Board of Trustees, Treasurer     |
| Mr.   | Drew       | Crowley          | NY    | [REDACTED]   | [REDACTED] | [REDACTED] | Board of Trustees, Chairman      |
| Mr.   | David      | Landau           | NY    | [REDACTED]   | [REDACTED] | [REDACTED] |                                  |
| Mr.   | Charles    | Strain           | NY    | [REDACTED]   | [REDACTED] | [REDACTED] |                                  |
| Mr.   | H. Richard | Grafer           | NY    | [REDACTED]   | [REDACTED] | [REDACTED] | Board of Trustees, Vice Chairman |
| Mr.   | Daniel     | Griesmeyer       | NY    | [REDACTED]   | [REDACTED] | [REDACTED] |                                  |
| Ms.   | Judy       | Sandford Guise   | NY    | [REDACTED]   | [REDACTED] | [REDACTED] | Board of Trustees, Secretary     |
| Ms.   | Janet      | Henriquez-Marcic | NY    | [REDACTED]   | [REDACTED] | [REDACTED] |                                  |
| Mr.   | Michael    | Monahan          | NY    | [REDACTED]   | [REDACTED] | [REDACTED] |                                  |
| Ms.   | Dorothy    | Jacobs           | NY    | [REDACTED]   | [REDACTED] | [REDACTED] |                                  |
| Mrs.  | Angela     | Jagar            | NY    | [REDACTED]   | [REDACTED] | [REDACTED] |                                  |
| Mr.   | Bernard    | Kennedy          | NY    | [REDACTED]   | [REDACTED] | [REDACTED] |                                  |
| Mrs.  | Hope       | Lapsley          | NY    | [REDACTED]   | [REDACTED] | [REDACTED] |                                  |
| Ms.   | Donna      | Lewis            | NY    | [REDACTED]   | [REDACTED] | [REDACTED] |                                  |
| Mr.   | Gerard     | Jones            | NY    | [REDACTED]   | [REDACTED] | [REDACTED] |                                  |
| Mr.   | Joseph     | Patellaro        | NY    | [REDACTED]   | [REDACTED] | [REDACTED] |                                  |
| Ms.   | Patricia   | Pryor Bonica     | NY    | [REDACTED]   | [REDACTED] | [REDACTED] |                                  |
| Mr.   | Scott      | Treiber          | NY    | [REDACTED]   | [REDACTED] | [REDACTED] |                                  |
| Ms.   | Delores    | Smalls           | NY    | [REDACTED]   | [REDACTED] | [REDACTED] |                                  |
| Mr.   | William    | Thornton         | NY    | [REDACTED]   | [REDACTED] | [REDACTED] |                                  |
| Mr.   | Wayne      | Wink, Esq.       | NY    | [REDACTED]   | [REDACTED] | [REDACTED] | FCA President/CEO                |
| Mr.   | Jeffrey    | Reynolds         | NY    | [REDACTED]   | [REDACTED] | [REDACTED] | FCA Chief Financial Officer      |
| Ms.   | Mary Ann   | Vassallo         | NY    | [REDACTED]   | [REDACTED] | [REDACTED] | FCA Chief Development Officer    |
| Mr.   | Donald     | Holden           | NY    | [REDACTED]   | [REDACTED] | [REDACTED] | FCA Chief Operating Officer      |
| Ms.   | Lisa       | Burch            | NY    | [REDACTED]   | [REDACTED] | [REDACTED] |                                  |



## Nassau County Interim Finance Authority

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

1. Vendor: Family & Children's Association

2. Dollar amount requiring NIFA approval: \$ 471,520.00

Amount to be encumbered: \$ 471,520.00

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: 07/01/15 - 06/30/16

Has work or services on this contract commenced? ☒ Yes ☐ No

If yes, please explain: This is an ongoing going program.

4. Funding Source:

☐ General Fund (GEN)  
☐ Capital Improvement Fund (CAP)  
☐ Other

☒ Grant Fund (GRT)

Federal % 0  
State % 100  
County % 0

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 agreement with Family & Children's Association is for services to address the needs of previously incarcerated individuals to improve their chances at rebuilding their lives as productive members of the community and will engage at-risk youth in constructive activities to reduce gang involvement.

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:

Submitted for approval on 02/01/16.

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

CQDA15000008 - \$269,248.00  
CQDA15000015 - \$28,486.00

## 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.

Rosann Delle 2/2/16  
Signature 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.**



E-54-16

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 Jeffrey L. Reynolds  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address 100 East Old Country Road  
City/state/zip Mineola, NY 11501  
Telephone 516-746-0350  
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 07 / 07 / 14 Treasurer \_\_\_\_\_  
Chairman of Board \_\_\_\_\_ Shareholder \_\_\_\_\_  
Chief Exec. Officer 07 / 07 / 14 Secretary \_\_\_\_\_  
Chief Financial Officer \_\_\_\_\_ Partner \_\_\_\_\_  
Vice President \_\_\_\_\_  
(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 \_\_\_\_\_ YES x; 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 x If Yes, provide details.

see attachment

RECEIVED  
NASSAU COUNTY  
CLERK OF THE LEGISLATURE  
2016 MAR -4 A 10:47

# Principal Questionnaire Form Question #6 DETAILS

| Grant Listing                                                    |                                                      |                      |                   |
|------------------------------------------------------------------|------------------------------------------------------|----------------------|-------------------|
| Grantor                                                          | Contract Number                                      | Contract Term        | Amount            |
| Suffolk Cty. Dept. Of Health - Project Hope                      | LIHP2 JML1                                           | 01/01/12 To 12/31/14 | \$35,000 annually |
| NYS Division Of Criminal Services                                | T139889<br>Proj. ID LG13-1177-D00<br>DCJS LG13139889 | 07/01/13 To 06/30/14 | \$ 15,000         |
| NYS Division Of Criminal Services                                | T139890<br>Proj. ID LG13-1178-D00<br>DCJS LG13139890 | 07/01/13 To 06/30/14 | \$ 50,000         |
| NYS Division Of Criminal Services                                | T139937<br>Proj. ID LG13-1228-D00<br>DCJS LG13139937 | 10/01/13 To 12/31/14 | \$ 25,000         |
| NYS Division Of Criminal Services                                | T637095<br>Proj. ID BJ12-1043-D00<br>DCJS BJ11637095 | 4/1/12 To 6/30/12    | \$ 35,000         |
| NYS Division Of Criminal Services                                | T632660<br>Proj. ID BJ12-1062-D00<br>DCJS BJ12632660 | 7/1/12-6/30/13       | \$ 15,000         |
| New York State Office of Alcoholism and Substance Abuse Services | TM51208                                              | 7/1/13 to 6/30/14    | \$ 20,000         |
| Business Unit/Dept ID OAS01/3670000                              |                                                      |                      |                   |

**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, Jeffrey L. Reynolds, 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 3<sup>rd</sup> day of March 2016

Mary A. Cez  
Notary Public

**FAMILY AND CHILDREN' S ASSOCIATION**

Name of submitting business

Jeffrey L. Reynolds

Print name

Signature

President/CEO

Title

03 / 03 / 2016  
Date

### 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: 8/13/15

1) Bidder's/Proposer's Legal Name: Family and Children's Association

2) Address of Place of Business: 100 East Old Country Road, Mineola, NY 11501

List all other business addresses used within last five years:

3) Mailing Address (if different): \_\_\_\_\_

Phone : 516-746-0350

Does the business own or rent its facilities? both

4) Dun and Bradstreet number: 068058114

5) Federal I.D. Number: 11-3422018

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: Business leases office space in corporate headquarters

8) Does this business control one or more other businesses? Yes ☒ No ☐ If Yes, please provide details: Affiliates with Long Island Council on Alcoholism & Drug Dependence.

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: affiliates with Long Island Council on Alcoholism & Drug Dependence

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 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 x No \_\_\_ If Yes, provide details for each such investigation. New York State Department of Labor Claim was made against Family and Children's Association and Nassau County totaling \$226,000 for back wages related to benefit time accrued by a class of FCA/ Nassau County Employees who were terminated in 2012. The claim remains unresolved.

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: NONE

(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. NO CONFLICT EXISTS (19) 3/1/16

(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. NO CONFLICT EXISTS (19) 3/1/16

(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. NO CONFLICT EXIST (19) 3/1/16

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.

SHOULD A POTENTIAL CONFLICT OF INTEREST ARISE, WE WILL CONTACT THE COUNT AND BE

GUIDED ACCORDINGLY. (19) 3/1/16



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 Nassau County Department of Social Services

Contact Person Lisa Murphy, Commissioner

Address 60 Charles Lindbergh Blvd. suite 200

City/State Uniondale, NY 11553-3687

Telephone 1-516-227-7403

Fax # 516-227-7076

E-Mail Address Lisa.murphy@hhsnassaucountyny.us

\_\_\_\_\_

Company Nassau County Dept of Social Services  
Contact Person John Imhof, PhD Commissioner  
Address 60 Charles Lindbergh Blvd  
City/State Uniondale, NY 11553  
Telephone 516-227-8519  
Fax # \_\_\_\_\_  
E-Mail Address John.Imhof@hhsnassaucountyny.us

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Company NY State Division of Justice Services  
Contact Person Maura Gagan  
Address New York State Division of Criminal Justice Services  
Alfred E. Smith Building  
City/State 80 South Swan St.  
Albany, New York 12210  
Telephone 518-485-9522  
Fax # \_\_\_\_\_  
E-Mail Address maura.gagan@DCJS.NY.gov

## CERTIFICATION

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I, Jeffrey L. Reynolds, 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 1<sup>st</sup> day of MARCH 2016

Mary A. Chiz  
Notary Public

MARY A. CHIZ  
Notary Public, State of New York  
No. 01CH6163683  
Qualified in Nassau County  
Commission Expires April 2, 2019

Name of submitting business: FAMILY AND CHILDREN'S ASSOCIATION

By: Jeffrey L. Reynolds

Print name

Signature J. L. Reynolds

President/CEO

Title

03 / 01 / 2016

Date

Contract ID#:



Department: County Attorney

**E-55-16****Contract Details**

SERVICES: Special Counsel

NIFS ID #: CQAT16000001 NIFS Entry Date: 12/18/2015 Term: September 29, 2015 - Completion

|                                                                          |                                                  |                                                                     |
|--------------------------------------------------------------------------|--------------------------------------------------|---------------------------------------------------------------------|
| New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> | 1) Mandated Program:                             | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Amendment <input type="checkbox"/>                                       | 2) Comptroller Approval Form Attached:           | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| Time Extension <input type="checkbox"/>                                  | 3) CSEA Agmt. § 32 Compliance Attached:          | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Addl. Funds <input type="checkbox"/>                                     | 4) Vendor Ownership & Mgmt. Disclosure Attached: | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| Blanket Resolution <input type="checkbox"/>                              | 5) Insurance Required                            | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| RES#                                                                     |                                                  |                                                                     |

**Agency Information**

|                                                                                    |  |                                                                                           |  |
|------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------------------------|--|
| <b>Name</b><br>Wilson Elser Moskowitz Edelman & Dicker LLP                         |  | <b>Vendor ID#</b><br>132679447                                                            |  |
| <b>Address</b><br>666 Old Country Road<br>Suite 510<br>Garden City, New York 11530 |  | <b>Contact Person</b><br>Robert A. Spolzino, Esq.<br><b>Phone</b><br>(914) 872-7497       |  |
| <b>Department Contact</b><br>Jaclyn Delle                                          |  | <b>Address</b><br>1 West St.<br>Mineola, New York 11501<br><b>Phone</b><br>(516) 571-3034 |  |

**Routing Slip**

| DATE    | DEPARTMENT                                                     | Internal Distribution                        | APPROVAL                            | SIGNATURE                  | Reg. Approval Required                                                                         |
|---------|----------------------------------------------------------------|----------------------------------------------|-------------------------------------|----------------------------|------------------------------------------------------------------------------------------------|
|         | Department                                                     | NIFS Entry (Dept)<br>NIFS Appvl (Dept. Head) | <input type="checkbox"/>            | <i>CC</i>                  |                                                                                                |
|         | OMB                                                            | NIFS Approval                                | <input type="checkbox"/>            | <i>Joseph J. Spolzino</i>  | Yes <input type="checkbox"/> No <input type="checkbox"/><br>Not required if blanket resolution |
| 1/29/16 | County Attorney                                                | CA RE&I Verification                         | <input checked="" type="checkbox"/> | <i>J. Spolzino</i>         |                                                                                                |
| 1/29/16 | County Attorney                                                | CA Approval as to form                       | <input checked="" type="checkbox"/> | <i>Jaclyn Delle</i>        | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>                            |
|         | Leg. Affairs                                                   | Fw'd Original K to CA                        | <input type="checkbox"/>            | <i>Michelle A. Delle</i>   |                                                                                                |
|         | Rules <input type="checkbox"/> / Leg. <input type="checkbox"/> |                                              | <input type="checkbox"/>            |                            |                                                                                                |
|         | County Attorney                                                | NIFS Approval                                | <input type="checkbox"/>            |                            |                                                                                                |
|         | County Comptroller                                             | NIFS Approval                                | <input type="checkbox"/>            |                            |                                                                                                |
| 2/10/16 | County Executive                                               | Notarization<br>Filed with Clerk of the Leg. | <input type="checkbox"/>            | <i>Michael A. Spolzino</i> |                                                                                                |



## Contract Summary

|                                                                                                                                                                                                                                                                                                                                                                                   |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Description:</b> New outside counsel contract.                                                                                                                                                                                                                                                                                                                                 |
| <b>Purpose:</b> New outside counsel contract to advise and represent the County in any actions necessary to protect the County's interests regarding the blockage of County owned drainage pipes in the Town of North Hempstead, including but not limited to the blockage under Rushmore Street in New Cassel.                                                                   |
| <b>Method of Procurement:</b> A Request for Qualifications ("RFQ") was issued and a panel of firms qualified to provide legal services for the County has been established. Wilson Elser Moskowitz Edelman & Dicker LLP has been added to this panel. The firm was selected from the RFQ panel based on the firm's expertise in the subject matter, experience, and availability. |
| <b>Procurement History:</b> See method of procurement above. Additionally, Wilson Elser has other contracts with the County.                                                                                                                                                                                                                                                      |
| <b>Description of General Provisions:</b> As described above.                                                                                                                                                                                                                                                                                                                     |
| <b>Impact on Funding / Price Analysis:</b> \$125,000.00                                                                                                                                                                                                                                                                                                                           |
| <b>Change in Contract from Prior Procurement:</b> N/A                                                                                                                                                                                                                                                                                                                             |
| <b>Recommendation:</b> Approve as submitted.                                                                                                                                                                                                                                                                                                                                      |

## Advisement Information

| BUDGET CODES |       |
|--------------|-------|
| Fund:        | GEN   |
| Control:     | AT    |
| Resp:        | 1100  |
| Object:      | DE502 |
| Transaction: |       |

| FUNDING SOURCE                            | AMOUNT              |
|-------------------------------------------|---------------------|
| Revenue Contract <input type="checkbox"/> |                     |
| County                                    | \$125,000.00        |
| Federal                                   | \$                  |
| State                                     | \$                  |
| Capital                                   | \$                  |
| Other                                     | \$                  |
| <b>TOTAL</b>                              | <b>\$125,000.00</b> |

| LINE         | INDEX/DESCRIPTION CODE  | AMOUNT              |
|--------------|-------------------------|---------------------|
| 1            | ATGEN1100/DE502         | \$125,000.00        |
| 2            |                         | \$                  |
| 3            |                         | \$                  |
| 4            | <i>J. Imuto 1/29/16</i> | \$                  |
| 5            |                         | \$                  |
| 6            |                         | \$                  |
| <b>TOTAL</b> |                         | <b>\$125,000.00</b> |

| RENEWAL    |  |
|------------|--|
| % Increase |  |
| % Decrease |  |

Document Prepared By: \_\_\_\_\_

Date: \_\_\_\_\_

| NIFS Certification                                   | Controller 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>2/10/16</i>       |
| Date                                                 | Date                                                                                                                    | (For Office Use Only)     |
|                                                      |                                                                                                                         | E #:                      |

A RESOLUTION AFFIRMING TO A SPECIAL COUNSEL  
CONTRACT ENTERED INTO BY THE NASSAU COUNTY  
ATTORNEY AND WILSON ELSEER MOSKOWITZ EDELMAN &  
DICKER LLP

WHEREAS, the Nassau County Attorney has executed a special  
counsel agreement with Wilson Elser Moskowitz Edelman & Dicker LLP, a  
copy of which is on file with the Clerk of the Legislature; now, therefore, be  
it

RESOLVED, notwithstanding Nassau County Charter Section 1101,  
the Rules Committee of the Nassau County Legislature affirms the special  
counsel contract entered into by the Nassau County Attorney and Wilson  
Elser Moskowitz Edelman & Dicker LLP.

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:** Wilson Elser Moskowitz Edelman & Dicker LLP  
(CQAT16000001)

**CONTRACTOR ADDRESS:** 666 Old Country Road, Suite 510, Garden City, New York 11530

**FEDERAL TAX ID #:** 132679447

---

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

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

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

The Contract was entered into after a written request for proposals was issued on \_\_\_\_\_. 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 \_\_\_\_\_. \_\_\_\_\_ proposals were received and evaluated. The evaluation committee consisted of: \_\_\_\_\_. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

**III. X 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. X 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:**

X B. A Request for Qualifications ("RFQ") was issued and a panel of firms qualified to provide legal services for the County has been established. Wilson Elser Moskowitz Edelman & Dicker LLP has been added to this panel. The firm was selected from the RFQ panel based on the firm's expertise in the subject matter, experience, and availability.

**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. X 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. 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*

## SPECIAL COUNSEL AGREEMENT

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Office of the Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) Wilson Elser Moskowitz Edelman & Dicker LLP, with an office located at 666 Old Country Road, Suite 510, Mineola, New York 11501 ("Counsel" or "Contractor").

### W I T N E S S E T H:

WHEREAS, pursuant to Nassau County Charter Section 1101, the County Attorney has determined the need for the employment of special counsel; and

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

WHEREAS, Counsel is eminently qualified and ready to provide the necessary services.

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

1. Term. This Agreement shall commence on September 29, 2015 and shall terminate upon completion of services, as hereinafter described, unless sooner terminated in accordance with the provisions of this Agreement.
2. Services. The services to be provided by Counsel under this Agreement shall consist of advising and representing the County in any actions necessary to protect the County's interests regarding the blockage of County owned drainage pipes in the Town of North Hempstead, including but not limited to the blockage under Rushmore Street in New Cassel ("Services"). Services shall include, but not be limited to: initiating the actions; providing legal advice; motion practice; pre-trial discovery; trial; appeals; transactional related issues; and such other Services as may be required to fully represent the County.
3. Payment. (a) Amount of Consideration. (1) The amount to be paid to Counsel as full consideration for Counsel's Services for at least during the initial stages of representation under this Agreement, including disbursements, shall not exceed the sum of One Hundred Twenty-five Thousand Dollars (\$125,000.00) ("Maximum Amount"). Compensation for professional services shall be paid at an hourly rate according to the following fee schedule:

|                            |          |
|----------------------------|----------|
| (i) Partner/Of Counsel:    | \$275.00 |
| (ii) Associate:            | \$255.00 |
| (iii) Paralegal/Law Clerk: | \$90.00  |

(2) Any appearances before the County Legislature, or any committee thereof for the purpose of the approval of this Agreement or any amendment thereto, are to be construed as part of the fee negotiation and approval process and Counsel agrees that no fee will be charged for any such appearances.
- (b) Vouchers; Voucher Review, Approval and Audit. Payment shall be made to Counsel in

arrears and shall be contingent upon (i) Counsel submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) is accompanied by a contemporaneous record of hours billed stating the person(s) performing the Services and indicating with reasonable specificity, the Services provided and the payment requested in consideration for such Services, or contains a detailed, itemized list of allowable expenses; (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 upon (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. Counsel shall submit its claim 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) Expenses and Disbursement. Counsel shall be compensated within the Maximum Amount for all reasonable expenses and disbursements actually incurred, including but not limited to out-of-pocket disbursements for expert costs, messengers, investigators, trial preparation services and other legitimate expenses. Counsel shall obtain prior written approval from the County Attorney or his designee for all non-routine expenses and disbursements or any expense or disbursement not listed in this paragraph.

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

(f) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to Counsel 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 Counsel received notice that the County did not desire to receive such services.

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

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

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

enacted, or adopted.

(b) 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, Counsel agrees as follows:

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

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. Counsel acknowledges that Counsel 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 Counsel of such request prior to disclosure of the Information so that the Counsel may take such action as it deems appropriate.

7. Ownership of Records. All County Information provided to Counsel by the County shall remain the property of the County. All reports, documents or information created by Counsel on behalf of the County shall be deemed the property of the County. Upon the County's request, completion of Services, or termination of this Agreement, all such County Information, reports, documents or information shall be returned to the County.

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

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

9. No Conflict Representation. During the term of this Agreement, Counsel shall not

represent any party whose interest is or may be adverse to or in conflict with, or whose interest may appear to be adverse to or in conflict with the County, nor shall it commence any action or proceeding, or act as Counsel in any action or proceeding that is adverse to the County or any County officer or employee, without the County's prior written consent.

10. Indemnification; Defense; Cooperation. (a) Counsel shall indemnify, defend and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities arising out of or in connection with performance under this Agreement by Counsel or a Counsel Agent, provided, however, that the Counsel shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) Counsel shall, upon the County's demand and at the County's direction, promptly and diligently defend, at Counsel'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 Counsel is responsible under this Section, and, further to Counsel's indemnification obligations, Counsel shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) Counsel shall, and shall cause Counsel 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 Counsel and/or a Counsel Agent in connection with this Agreement.

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

11. Insurance. (a) Types and Amounts. Counsel 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 (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) 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 of liability of not less than One Million Dollars (\$1,000,000.00) per claim (iii) compensation insurance for the benefit of the Counsel'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 Counsel 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. Counsel shall be solely responsible for the payment of all deductibles to which such policies are subject. Counsel shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by Counsel 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, Counsel shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. Counsel 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 Counsel to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of Counsel 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.

12. 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.

13. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to Counsel, (ii) for "Cause" by the County immediately upon the receipt by Counsel of written notice of termination, (iii) upon mutual written Agreement of the County and the Counsel, 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 Counsel. This Agreement may be terminated by Counsel if performance becomes impracticable through no fault of the Counsel, where the impracticability relates to Counsel'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 Counsel 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 Counsel 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 Counsel'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) Counsel Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Counsel 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 Counsel's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

14. Accounting Procedures; Records. Counsel 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 or such other standard accounting principles that are acceptable within the industry and, if Counsel 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.

15. 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, Counsel 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. Counsel 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 Counsel shall allege that the above-described actions and inactions preceded Counsel'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.

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

17. 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.

18. 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 Counsel 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 Counsel, to the attention of the person who executed this Agreement on behalf of Counsel at the address specified above for Counsel, or in each case to such other persons or addresses as shall be designated by written notice.

19. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision

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

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

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

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

20. 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.

21. Administrative Service Charge. Counsel agrees to pay the County an administrative service charge of Five Hundred Thirty-three Dollars (\$533.00) 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 Counsel upon signing this Agreement.

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

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


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

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

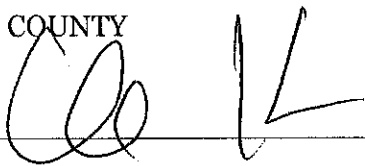


IN WITNESS WHEREOF, Counsel and the County have executed this Agreement as of the Effective Date.

WILSON ELSEER MOSKOWITZ EDELMAN &  
DICKER LLP

By:   
Name: ROBERT A. SPOLIZINO  
Title: PARTNER  
Date: DECEMBER 10, 2015

NASSAU COUNTY

By:   
Name: Carnell Foskey  
Title: County Attorney  
Date: 11/11/15

NASSAU COUNTY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: County Executive  
☐ Deputy County Executive  
Date: \_\_\_\_\_

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 10<sup>th</sup> day of DECEMBER in the year 2015 before me personally came ROBERT A SPOLZINS to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of WEAVER; that he or she is the PARTNER of WILSON ELLER, 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

**IRENE F. MILLER**  
**NOTARY PUBLIC, State of New York**  
**No. 01MI8015135, Dutch Cnty.**  
**Term Expires October 26, 2018**

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 4<sup>th</sup> day of January in the year 2016 before me personally came Carnell Foskey to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is the **County Attorney for the County of Nassau**, the municipal corporation described herein and which executed the above instrument; and that he signed his name thereto pursuant to Law, including Nassau County Charter Section 1101.

NOTARY PUBLIC

JACLYN DELLE  
Notary Public, State of New York  
No. 02DE6305114

### Qualified in Nassau County

Commission Expires on June 2, 20 18

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 **County Executive of the County of Nassau**, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

## **Appendix EE**

### **Equal Employment Opportunities for Minorities and Women**

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

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

- (a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.
- (b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- (c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- (d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.
- (e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.
- (f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

- (g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.
- (h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.
- (i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.
- (j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.
- (k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.
- (l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:
  - a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law

No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

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

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

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

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

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a

manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

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

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

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

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

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

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor’s affidavit with a notary’s signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining

the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction

services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

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



Appendix L

Certificate of Compliance

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

1. The chief executive officer of Contractor is:

DANIEL J. McMAHON (Name)

[REDACTED] (Address)

[REDACTED] (Telephone Number)

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. In the past five years, an administrative proceeding, investigation, or government body-

initiated judicial action \_\_\_\_\_ has ☒ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

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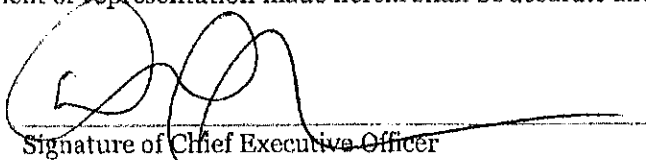
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5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

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.

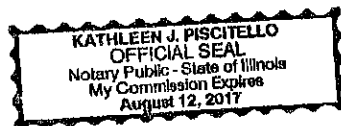
12/17/15  
Dated \_\_\_\_\_

  
Signature of Chief Executive Officer

Daniel J. McMahon  
Name of Chief Executive Officer

Sworn to before me this

14th day of December, 2015.  
Kathleen J. Piscitello  
Notary Public



COUNTY OF NASSAU

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

1. Name of the Entity: WILSON ELSEN MOSKOWITZ EDERMAN & DICKER LLP

Address: 666 OLD GUNNEN ROAD, SUITE 570

City, State and Zip Code: GARDEN CITY NY 11530

2. Entity's Vendor Identification Number: 132679447

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

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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

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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

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7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

NONE

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(b) Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete description of lobbying activities.

N/A

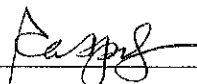
(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

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: DECEMBER 10 2015

Signed: 

Print Name: ROBERT A. SPOLZIN

Title: PARTNER

| EMPLID | Name                     | ALJT | Job Code       | Office Location | Office Main Phone Number | Office Address                                                                   |
|--------|--------------------------|------|----------------|-----------------|--------------------------|----------------------------------------------------------------------------------|
| 100500 | Hoffman, Jerry S         | A    | Equity Partner | Albany          | 518-449-8893             | 677 Broadway, Albany, NY 12207                                                   |
| 100465 | Lauricella, Peter A      | A    | Equity Partner | Albany          | 518-449-8893             | 677 Broadway, Albany, NY 12207                                                   |
| 101322 | Marrello, Lisa M         | A    | Equity Partner | Albany          | 518-449-8893             | 677 Broadway, Albany, NY 12207                                                   |
| 100693 | Shapiro, Kenneth L       | A    | Equity Partner | Albany          | 518-449-8893             | 677 Broadway, Albany, NY 12207                                                   |
| 101124 | Russell, Angela Williams | A    | Equity Partner | Baltimore       | 410-539-1800             | 500 East Pratt Street - Suite 600; Baltimore, MD 21202                           |
| 100229 | Bogaert, William T       | A    | Equity Partner | Boston          | 617-422-5300             | 260 Franklin Street - 14th Floor; Boston, MA 02110                               |
| 100168 | Rockas, George C         | A    | Equity Partner | Boston          | 617-422-5300             | 260 Franklin Street - 14th Floor; Boston, MA 02110                               |
| 105593 | Bozych, Paul             | A    | Equity Partner | Chicago         | 312-704-0550             | 55 West Monroe Street - Suite 3800; Chicago, IL 60603                            |
| 102125 | Heller, Bennett R        | A    | Equity Partner | Chicago         | 312-704-0550             | 55 West Monroe Street - Suite 3800; Chicago, IL 60603                            |
| 101578 | Holmes, David M          | A    | Equity Partner | Chicago         | 312-704-0550             | 55 West Monroe Street - Suite 3800; Chicago, IL 60603                            |
| 102422 | McMahon, Daniel J        | A    | Equity Partner | Chicago         | 312-704-0550             | 55 West Monroe Street - Suite 3800; Chicago, IL 60603                            |
| 102186 | Murray Jr, Thomas F      | A    | Equity Partner | Chicago         | 312-704-0550             | 55 West Monroe Street - Suite 3800; Chicago, IL 60603                            |
| 102192 | Rothmann, Rebecca M      | A    | Equity Partner | Chicago         | 312-704-0550             | 55 West Monroe Street - Suite 3800; Chicago, IL 60603                            |
| 105586 | Savaiano, Dominick W     | A    | Equity Partner | Chicago         | 312-704-0550             | 55 West Monroe Street - Suite 3800; Chicago, IL 60603                            |
| 102100 | Schlorn, Curt J.         | A    | Equity Partner | Chicago         | 312-704-0550             | 55 West Monroe Street - Suite 3800; Chicago, IL 60603                            |
| 100590 | Thurston, James K        | A    | Equity Partner | Chicago         | 312-704-0550             | 55 West Monroe Street - Suite 3800; Chicago, IL 60603                            |
| 103840 | Tone, Michael P          | A    | Equity Partner | Chicago         | 312-704-0550             | 55 West Monroe Street - Suite 3800; Chicago, IL 60603                            |
| 103248 | Vittori, Michael L       | A    | Equity Partner | Chicago         | 312-704-0550             | 55 West Monroe Street - Suite 3800; Chicago, IL 60603                            |
| 102756 | Cameron, Lee L           | A    | Equity Partner | Chicago         | 312-704-0550             | 55 West Monroe Street - Suite 3800; Chicago, IL 60603                            |
| 102755 | Collins, J. Price        | A    | Equity Partner | Dallas          | 214-698-8000             | Bank of America Plaza - Suite 3800; Chicago, IL 60603                            |
| 103107 | Henderson, John R        | A    | Equity Partner | Dallas          | 214-698-8000             | Bank of America Plaza - Suite 3800; Chicago, IL 60603                            |
| 101988 | Horres Jr, E. Stratton   | A    | Equity Partner | Dallas          | 214-698-8000             | Bank of America Plaza - Suite 3800; Chicago, IL 60603                            |
| 103106 | Levine, Tori S           | P    | Equity Partner | Dallas          | 214-698-8000             | Bank of America Plaza - Suite 3800; Chicago, IL 60603                            |
| 100102 | Marshall, Jeffrey O      | A    | Equity Partner | Dallas          | 214-698-8000             | Bank of America Plaza - Suite 3800; Chicago, IL 60603                            |
| 102343 | Noah Jr, R Douglas       | A    | Equity Partner | Dallas          | 214-698-8000             | Bank of America Plaza - Suite 3800; Chicago, IL 60603                            |
| 105123 | Schwartz, Susan A        | A    | Equity Partner | Dallas          | 214-698-8000             | Bank of America Plaza - Suite 3800; Chicago, IL 60603                            |
| 104238 | Stimmel, Linda M         | A    | Equity Partner | Dallas          | 214-698-8000             | Bank of America Plaza - Suite 3800; Chicago, IL 60603                            |
| 104524 | Bermudez, Joseph F       | A    | Equity Partner | Denver          | 303-572-5300             | 1225 17th Street, Suite 2750; Denver, CO 80202                                   |
| 105826 | Adams, Kent M            | A    | Equity Partner | Houston         | 702-727-1400             | 909 Fannin Street, Suite 3300; Houston, TX 77010                                 |
| 102664 | Cushing, Kym S           | A    | Equity Partner | Houston         | 702-727-1400             | 300 South 4th Street - 11th Floor; Las Vegas, NV 89101                           |
| 103815 | Thome, Sheri M           | A    | Equity Partner | Las Vegas       | 702-727-1400             | 300 South 4th Street - 11th Floor; Las Vegas, NV 89101                           |
| 103160 | Corless, Thomas C        | A    | Equity Partner | Los Angeles     | 213-443-5100             | 555 S. Flower Street - Suite 2900; Los Angeles, CA 90071                         |
| 102554 | Deniston, Martin K       | A    | Equity Partner | Los Angeles     | 213-443-5100             | 555 S. Flower Street - Suite 2900; Los Angeles, CA 90071                         |
| 101648 | Dougherty, Eugene P      | A    | Equity Partner | Los Angeles     | 213-443-5100             | 555 S. Flower Street - Suite 2900; Los Angeles, CA 90071                         |
| 104149 | Eisen, David S           | A    | Equity Partner | Los Angeles     | 213-443-5100             | 555 S. Flower Street - Suite 2900; Los Angeles, CA 90071                         |
| 102203 | Joffe, Steven J          | A    | Equity Partner | Los Angeles     | 213-443-5100             | 555 S. Flower Street - Suite 2900; Los Angeles, CA 90071                         |
| 102567 | Kunowski, Herbert P      | A    | Equity Partner | Los Angeles     | 213-443-5100             | 555 S. Flower Street - Suite 2900; Los Angeles, CA 90071                         |
| 102616 | Parminter, Steven R      | A    | Equity Partner | Los Angeles     | 213-443-5100             | 555 S. Flower Street - Suite 2900; Los Angeles, CA 90071                         |
| 102617 | Pisano, George A         | A    | Equity Partner | Los Angeles     | 213-443-5100             | 555 S. Flower Street - Suite 2900; Los Angeles, CA 90071                         |
| 104154 | Press, Michelle R        | A    | Equity Partner | Los Angeles     | 213-443-5100             | 555 S. Flower Street - Suite 2900; Los Angeles, CA 90071                         |
| 105089 | Rocco, Dean A            | A    | Equity Partner | Los Angeles     | 213-443-5100             | 555 S. Flower Street - Suite 2900; Los Angeles, CA 90071                         |
| 101380 | Stankowski, James A      | A    | Equity Partner | Los Angeles     | 213-443-5100             | 555 S. Flower Street - Suite 2900; Los Angeles, CA 90071                         |
| 100894 | Gandy, William G         | A    | Equity Partner | McLean          | 703-245-9300             | 8444 Westpark Drive - Suite 510; McLean, VA 22102                                |
| 103102 | Lee, Matthew W           | A    | Equity Partner | McLean          | 703-245-9300             | 8444 Westpark Drive - Suite 510; McLean, VA 22102                                |
| 102209 | Strasius, Anthony P      | A    | Equity Partner | Miami           | 305-374-4400             | 100 Southeast Second Street - Suite 3800; Miami, FL 33131                        |
| 105334 | Eads, John T             | A    | Equity Partner | Michigan        | 313-327-3100             | Laurel Office Park III; 17197 N. Laurel Park Drive, Suite 201; Livonia, MI 48152 |
| 104877 | Katt, William J          | A    | Equity Partner | Milwaukee       | 414-276-8816             | 740 N. Plankinton Avenue - Suite 600; Milwaukee, WI 53203                        |
| 104881 | Leibowitz, Samuel J      | A    | Equity Partner | Milwaukee       | 414-276-8816             | 740 N. Plankinton Avenue - Suite 600; Milwaukee, WI 53203                        |
| 104059 | Bliek, Maxwell L         | A    | Equity Partner | New Jersey      | 973-624-0800             | 200 Campus Drive; Florham Park, NJ 07932                                         |

| EMPLID | Name                       | JAULT | Job Code       | Office Location | Office Main Phone Number | Office Address                                                              |
|--------|----------------------------|-------|----------------|-----------------|--------------------------|-----------------------------------------------------------------------------|
| 103323 | Brown, Kenneth M           | A     | Equity Partner | New Jersey      | 973-624-0800             | 200 Campus Drive; Florham Park, NJ 07932                                    |
| 103991 | Flores, Daniel F           | A     | Equity Partner | New Jersey      | 973-624-0800             | 200 Campus Drive; Florham Park, NJ 07932                                    |
| 104659 | Gottilla, Roger R          | A     | Equity Partner | New Jersey      | 973-624-0800             | 200 Campus Drive; Florham Park, NJ 07932                                    |
| 101753 | Hopkinson Kelly, Barbara A | A     | Equity Partner | New Jersey      | 973-624-0800             | 200 Campus Drive; Florham Park, NJ 07932                                    |
| 101619 | Krauss, Kurt W             | A     | Equity Partner | New Jersey      | 973-624-0800             | 200 Campus Drive; Florham Park, NJ 07932                                    |
| 103297 | Lesko, Robert P            | A     | Equity Partner | New Jersey      | 973-624-0800             | 200 Campus Drive; Florham Park, NJ 07932                                    |
| 101649 | O'Connor, Carolyn F        | A     | Equity Partner | New Jersey      | 973-624-0800             | 200 Campus Drive; Florham Park, NJ 07932                                    |
| 101782 | Quinn, Thomas F            | A     | Equity Partner | New Jersey      | 973-624-0800             | 200 Campus Drive; Florham Park, NJ 07932                                    |
| 101644 | Rina, William J            | A     | Equity Partner | New Jersey      | 973-624-0800             | 200 Campus Drive; Florham Park, NJ 07932                                    |
| 104657 | Turner, Michael P          | A     | Equity Partner | New Jersey      | 973-624-0800             | 200 Campus Drive; Florham Park, NJ 07932                                    |
| 100456 | Bialek, Adam R             | A     | Equity Partner | New Jersey      | 973-624-0800             | 200 Campus Drive; Florham Park, NJ 07932                                    |
| 101194 | Bottari, Paul J            | A     | Equity Partner | New York        | 212-490-3000             | 150 East 42nd Street; New York, NY 10017                                    |
| 101029 | Boule, Eugene T            | A     | Equity Partner | New York        | 212-490-3000             | 150 East 42nd Street; New York, NY 10017                                    |
| 100296 | Calazzo, Nicholas R        | A     | Equity Partner | New York        | 212-490-3000             | 150 East 42nd Street; New York, NY 10017                                    |
| 100977 | Dell, Gregory J            | A     | Equity Partner | New York        | 212-490-3000             | 150 East 42nd Street; New York, NY 10017                                    |
| 100501 | Dimarco, Erik C            | A     | Equity Partner | New York        | 212-490-3000             | 150 East 42nd Street; New York, NY 10017                                    |
| 100897 | Endick, Marshal            | A     | Equity Partner | New York        | 212-490-3000             | 150 East 42nd Street; New York, NY 10017                                    |
| 100754 | Fuerth, Glenn J            | A     | Equity Partner | New York        | 212-490-3000             | 150 East 42nd Street; New York, NY 10017                                    |
| 100751 | Gregory, Robin N           | A     | Equity Partner | New York        | 212-490-3000             | 150 East 42nd Street; New York, NY 10017                                    |
| 100271 | Hirsch, Irving B           | A     | Equity Partner | New York        | 212-490-3000             | 150 East 42nd Street; New York, NY 10017                                    |
| 101477 | Hyland, Thomas             | A     | GPP            | New York        | 212-490-3000             | 150 East 42nd Street; New York, NY 10017                                    |
| 100421 | Kent, Steven S             | A     | Equity Partner | New York        | 212-490-3000             | 150 East 42nd Street; New York, NY 10017                                    |
| 100788 | Leghorn, Thomas            | A     | Equity Partner | New York        | 212-490-3000             | 150 East 42nd Street; New York, NY 10017                                    |
| 101404 | Lum, Larry H               | A     | Equity Partner | New York        | 212-490-3000             | 150 East 42nd Street; New York, NY 10017                                    |
| 101272 | Malta, Frances             | A     | Equity Partner | New York        | 212-490-3000             | 150 East 42nd Street; New York, NY 10017                                    |
| 101007 | Ottobriano, Lois K         | A     | Equity Partner | New York        | 212-490-3000             | 150 East 42nd Street; New York, NY 10017                                    |
| 101846 | Pariser, Robert J          | A     | Equity Partner | New York        | 212-490-3000             | 150 East 42nd Street; New York, NY 10017                                    |
| 101284 | Roer, Ricki Ellen          | A     | Equity Partner | New York        | 212-490-3000             | 150 East 42nd Street; New York, NY 10017                                    |
| 100351 | Rosen, Adam B              | A     | Equity Partner | New York        | 212-490-3000             | 150 East 42nd Street; New York, NY 10017                                    |
| 100708 | Rubenstein, Richard H      | A     | Equity Partner | New York        | 212-490-3000             | 150 East 42nd Street; New York, NY 10017                                    |
| 100471 | Schaffer, Scott R          | A     | Equity Partner | New York        | 212-490-3000             | 150 East 42nd Street; New York, NY 10017                                    |
| 101451 | Sheffler, David S.         | A     | Equity Partner | New York        | 212-490-3000             | 150 East 42nd Street; New York, NY 10017                                    |
| 101088 | Stevens, Michael N         | A     | Equity Partner | New York        | 212-490-3000             | 150 East 42nd Street; New York, NY 10017                                    |
| 100435 | Stonik, Scott H            | A     | Equity Partner | New York        | 212-490-3000             | 150 East 42nd Street; New York, NY 10017                                    |
| 103242 | Tompkins III, George N     | A     | Equity Partner | New York        | 212-490-3000             | 150 East 42nd Street; New York, NY 10017                                    |
| 101470 | Tonorezos, Anastasios P    | A     | Equity Partner | New York        | 212-490-3000             | 150 East 42nd Street; New York, NY 10017                                    |
| 102484 | Turner, Ryan M             | A     | Equity Partner | New York        | 212-490-3000             | 150 East 42nd Street; New York, NY 10017                                    |
| 102079 | Weber, Robert M            | A     | Equity Partner | New York        | 212-490-3000             | 150 East 42nd Street; New York, NY 10017                                    |
| 101214 | Wilson Jr, Thomas W        | A     | Equity Partner | New York        | 212-490-3000             | 150 East 42nd Street; New York, NY 10017                                    |
| 104308 | Zibas, Jura C              | A     | Equity Partner | New York        | 212-490-3000             | 150 East 42nd Street; New York, NY 10017                                    |
| 102777 | Freeman, Nicholas D        | A     | Equity Partner | Orlando         | 407-203-7599             | 111 North Orange Avenue; Orlando, FL 32801                                  |
| 101879 | McDonough, Sean M          | A     | Equity Partner | Orlando         | 407-203-7599             | 111 North Orange Avenue; Orlando, FL 32801                                  |
| 103632 | Bachrach, Joshua           | A     | Equity Partner | Philadelphia    | 215-627-6900             | Two Commerce Square, 2001 Market Street, Suite 3100; Philadelphia, PA 19103 |
| 105075 | Bogutz, Marc L             | A     | Equity Partner | Philadelphia    | 215-627-6900             | Two Commerce Square, 2001 Market Street, Suite 3100; Philadelphia, PA 19103 |
| 101939 | Cawley, Michael J          | A     | Equity Partner | Philadelphia    | 215-627-6900             | Two Commerce Square, 2001 Market Street, Suite 3100; Philadelphia, PA 19103 |
| 101698 | Clemente, Salvatore A      | A     | Equity Partner | Philadelphia    | 215-627-6900             | Two Commerce Square, 2001 Market Street, Suite 3100; Philadelphia, PA 19103 |
| 101977 | Dryer, Jonathan            | A     | Equity Partner | Philadelphia    | 215-627-6900             | Two Commerce Square, 2001 Market Street, Suite 3100; Philadelphia, PA 19103 |
| 101550 | Kavanagh, Kevin T          | A     | Equity Partner | Philadelphia    | 215-627-6900             | Two Commerce Square, 2001 Market Street, Suite 3100; Philadelphia, PA 19103 |
| 101597 | Wilkinson, Kathleen D      | A     | Equity Partner | Philadelphia    | 215-627-6900             | Two Commerce Square, 2001 Market Street, Suite 3100; Philadelphia, PA 19103 |

| EMPLID | Name                      | ALT | Job Code       | Office Location | Office/Main Phone Number | Office Address                                             |
|--------|---------------------------|-----|----------------|-----------------|--------------------------|------------------------------------------------------------|
| 102438 | Bushner, Ronald S         | A   | Equity Partner | San Francisco   | 415-433-0990             | 525 Market Street - 17th Floor, San Francisco, CA 94105    |
| 103778 | Dopson, Genese K          | A   | Equity Partner | San Francisco   | 415-433-0990             | 525 Market Street - 17th Floor, San Francisco, CA 94105    |
| 101398 | Garson, Edward P          | A   | Equity Partner | San Francisco   | 415-433-0990             | 525 Market Street - 17th Floor, San Francisco, CA 94105    |
| 103290 | Hake, William M           | A   | Equity Partner | San Francisco   | 415-433-0990             | 525 Market Street - 17th Floor, San Francisco, CA 94105    |
| 102525 | Publicover, Adrienne C    | A   | Equity Partner | San Francisco   | 415-433-0990             | 525 Market Street - 17th Floor, San Francisco, CA 94105    |
| 100931 | Balocco, Joseph C         | A   | Equity Partner | Stamford        | 203-388-9100             | 1010 Washington Boulevard, Stamford, CT 06901              |
| 100737 | Brown, Stephen P          | A   | Equity Partner | Stamford        | 203-388-9100             | 1010 Washington Boulevard, Stamford, CT 06901              |
| 100654 | Del Gatto, Brian T        | A   | Equity Partner | Stamford        | 203-388-9100             | 1010 Washington Boulevard, Stamford, CT 06901              |
| 101915 | Goodson, Robert W         | A   | Equity Partner | Washington DC   | 202-626-7660             | 700 11th Street, NW - Suite 400; Washington, D.C. 20001    |
| 104058 | Sandza, Elizabeth B       | A   | Equity Partner | Washington DC   | 202-626-7660             | 700 11th Street, NW - Suite 400; Washington, D.C. 20001    |
| 102726 | Wallace, Robert B         | A   | GPP            | Washington DC   | 202-626-7660             | 700 11th Street, NW - Suite 400; Washington, D.C. 20001    |
| 104435 | Janis, Rodney J           | A   | Equity Partner | West Palm Beach | 561-515-4000             | 222 Lakeview Avenue - Suite 800; West Palm Beach, FL 33401 |
| 101126 | Beron, Helmut             | A   | Equity Partner | White Plains    | 914-323-7000             | 1133 Westchester Avenue; White Plains, NY 10604            |
| 101210 | Boulhosa, Michael L       | A   | Equity Partner | White Plains    | 914-323-7000             | 1133 Westchester Avenue; White Plains, NY 10604            |
| 100603 | Brett, Harry P            | A   | Equity Partner | White Plains    | 914-323-7000             | 1133 Westchester Avenue; White Plains, NY 10604            |
| 100589 | Derrico, Donald G         | A   | Equity Partner | White Plains    | 914-323-7000             | 1133 Westchester Avenue; White Plains, NY 10604            |
| 100851 | Despotakis, Constantine A | A   | Equity Partner | White Plains    | 914-323-7000             | 1133 Westchester Avenue; White Plains, NY 10604            |
| 104009 | Ellick, Ross J            | A   | Equity Partner | White Plains    | 914-323-7000             | 1133 Westchester Avenue; White Plains, NY 10604            |
| 101519 | Feinberg, Glen S          | A   | Equity Partner | White Plains    | 914-323-7000             | 1133 Westchester Avenue; White Plains, NY 10604            |
| 101363 | Flannery, John M          | A   | Equity Partner | White Plains    | 914-323-7000             | 1133 Westchester Avenue; White Plains, NY 10604            |
| 101296 | Friedberg, Alan           | A   | Equity Partner | White Plains    | 914-323-7000             | 1133 Westchester Avenue; White Plains, NY 10604            |
| 101358 | Gambardella, Thomas       | A   | Equity Partner | White Plains    | 914-323-7000             | 1133 Westchester Avenue; White Plains, NY 10604            |
| 100542 | Geraghty, Patrick D       | A   | Equity Partner | White Plains    | 914-323-7000             | 1133 Westchester Avenue; White Plains, NY 10604            |
| 101092 | Jordan, Laura B           | A   | Equity Partner | White Plains    | 914-323-7000             | 1133 Westchester Avenue; White Plains, NY 10604            |
| 101185 | Larkin, Peter J           | A   | Equity Partner | White Plains    | 914-323-7000             | 1133 Westchester Avenue; White Plains, NY 10604            |
| 101059 | Leowin, Mark G            | A   | Equity Partner | White Plains    | 914-323-7000             | 1133 Westchester Avenue; White Plains, NY 10604            |
| 101520 | Manchisi, Francis P       | A   | Equity Partner | White Plains    | 914-323-7000             | 1133 Westchester Avenue; White Plains, NY 10604            |
| 101918 | Manisero, Thomas R        | A   | Equity Partner | White Plains    | 914-323-7000             | 1133 Westchester Avenue; White Plains, NY 10604            |
| 100679 | Marcellino, Stephen       | A   | Equity Partner | White Plains    | 914-323-7000             | 1133 Westchester Avenue; White Plains, NY 10604            |
| 101465 | Meisels, Peter A          | A   | GPP            | White Plains    | 914-323-7000             | 1133 Westchester Avenue; White Plains, NY 10604            |
| 100658 | Mermelstein, Richard      | A   | Equity Partner | White Plains    | 914-323-7000             | 1133 Westchester Avenue; White Plains, NY 10604            |
| 101215 | Miller, Stuart A          | A   | Equity Partner | White Plains    | 914-323-7000             | 1133 Westchester Avenue; White Plains, NY 10604            |
| 100852 | Morio, John D             | A   | Equity Partner | White Plains    | 914-323-7000             | 1133 Westchester Avenue; White Plains, NY 10604            |
| 100272 | O'Brien, H Michael        | A   | Equity Partner | White Plains    | 914-323-7000             | 1133 Westchester Avenue; White Plains, NY 10604            |
| 101226 | O'Brien, James F          | A   | Equity Partner | White Plains    | 914-323-7000             | 1133 Westchester Avenue; White Plains, NY 10604            |
| 100656 | Pernicone, Carl J         | A   | Equity Partner | White Plains    | 914-323-7000             | 1133 Westchester Avenue; White Plains, NY 10604            |
| 100297 | Quaranta, Philip          | A   | Equity Partner | White Plains    | 914-323-7000             | 1133 Westchester Avenue; White Plains, NY 10604            |
| 101020 | Rabinowitz, Wayne I       | A   | Equity Partner | White Plains    | 914-323-7000             | 1133 Westchester Avenue; White Plains, NY 10604            |
| 101158 | Roarke, Robert F          | A   | Equity Partner | White Plains    | 914-323-7000             | 1133 Westchester Avenue; White Plains, NY 10604            |
| 100300 | Ross, Matthew P           | A   | Equity Partner | White Plains    | 914-323-7000             | 1133 Westchester Avenue; White Plains, NY 10604            |
| 101452 | Sauter, Eric J            | A   | Equity Partner | White Plains    | 914-323-7000             | 1133 Westchester Avenue; White Plains, NY 10604            |
| 103948 | Spolzino, Robert A        | A   | Equity Partner | White Plains    | 914-323-7000             | 1133 Westchester Avenue; White Plains, NY 10604            |
| 100753 | Tillen, David L           | A   | Equity Partner | White Plains    | 914-323-7000             | 1133 Westchester Avenue; White Plains, NY 10604            |
| 102187 | Tobin, Thomas W           | A   | Equity Partner | White Plains    | 914-323-7000             | 1133 Westchester Avenue; White Plains, NY 10604            |
| 100534 | Tumbarello, Phillip       | A   | Equity Partner | White Plains    | 914-323-7000             | 1133 Westchester Avenue; White Plains, NY 10604            |
| 100854 | Vignali, Rosario M        | A   | Equity Partner | White Plains    | 914-323-7000             | 1133 Westchester Avenue; White Plains, NY 10604            |



**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.



## Nassau County Interim Finance Authority

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

1. Vendor: Wilson Elser Moskowitz Edelman & Dicker LLP (CQAT16000001)

2. Dollar amount requiring NIFA approval: \$ 125,000.00

Amount to be encumbered: \$ 125,000.00

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: 09/29/2015-Completion

Has work or services on this contract commenced? ☒ Yes ☐ No

If yes, please explain: Due to time sensitivity of matter, needed to commence prior to approval.

4. Funding Source:

☒ General Fund (GEN) ☐ Grant Fund (GRT) Federal %           
☐ Capital Improvement Fund (CAP) State %           
☐ Other County % 100

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:

New outside counsel contract to advise and represent the County in any actions necessary to protect the County's interests regarding the blockage of County owned drainage pipes in the Town of North Hempstead, including but not limited to the blockage under Rushmore Street in New Cassel.

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:

-CQAT14000023 encumbered \$50,000.00 on 12/03/2014, max amount \$100,000.00; -CQAT14000023, encumbered \$50,000.00 on 12/03/2014, max amount \$100,000.00; -CQAT15000004, encumbered \$100,000.00 on 04/30/2015, max amount \$100,000.00; -CQAT15000022, \$75,000.00 to be encumbered, max amount \$150,000.00, currently in approval process.

## 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.

Loann Dillea 1/27/16  
Signature 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.**

Department: County Attorney

E-56-16

## Contract Details

SERVICES:

NIFS ID #:CLAT15000034

NIFS Entry Date: 12/10/2015 Term: August 1, 2010 - completion

|                                                               |                                                  |                                         |                                        |
|---------------------------------------------------------------|--------------------------------------------------|-----------------------------------------|----------------------------------------|
| New <input type="checkbox"/> Renewal <input type="checkbox"/> | 1) Mandated Program:                             | Yes <input type="checkbox"/>            | No <input checked="" type="checkbox"/> |
| Amendment #5 <input checked="" type="checkbox"/>              | 2) Comptroller Approval Form Attached:           | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/>            |
| Time Extension <input type="checkbox"/>                       | 3) CSEA Agmt. § 32 Compliance Attached:          | Yes <input type="checkbox"/>            | No <input checked="" type="checkbox"/> |
| Addl. Funds <input type="checkbox"/>                          | 4) Vendor Ownership & Mgmt. Disclosure Attached: | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/>            |
| Blanket Resolution <input type="checkbox"/>                   | 5) Insurance Required                            | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/>            |
| RES# _____                                                    |                                                  |                                         |                                        |

## Agency Information

| Vendor                                                                          |                                                | County Department                                       |
|---------------------------------------------------------------------------------|------------------------------------------------|---------------------------------------------------------|
| Name<br>Wilson Elser Moskowitz Edelman &<br>Dicker LLP                          | Vendor ID#<br>132679447                        | Department Contact<br>Jaclyn Delle                      |
| Address<br><br>666 Old Country Road<br>Suite 510<br>Garden City, New York 11530 | Contact Person<br><br>Robert A. Spolzino, Esq. | Address<br><br>1 West Street<br>Mineola, New York 11501 |
|                                                                                 | Phone<br><br>(914) 872-7497                    |                                                         |

## Routing Slip

| DATE Rec'd. | DEPARTMENT         | Internal Verification                                                                          | DATE App'd & Fw'd | SIGNATURE          | Leg. Approval Required                                                                         |
|-------------|--------------------|------------------------------------------------------------------------------------------------|-------------------|--------------------|------------------------------------------------------------------------------------------------|
|             | Department         | NIFS Entry (Dept) <input type="checkbox"/><br>NIFS Appvl (Dept. Head) <input type="checkbox"/> |                   | <i>[Signature]</i> |                                                                                                |
|             | OMB                | NIFS Approval <input type="checkbox"/>                                                         | 1/21/16           | <i>[Signature]</i> | Yes <input type="checkbox"/> No <input type="checkbox"/><br>Not required if blanket resolution |
| 1/29/16     | County Attorney    | CA RE&I Verification <input checked="" type="checkbox"/>                                       | 1/29/16           | <i>[Signature]</i> |                                                                                                |
| 1/29/16     | County Attorney    | CA Approval as to form <input checked="" type="checkbox"/>                                     | 2/1/16            | <i>[Signature]</i> | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>                            |
|             | LEG                | Legislative Affairs Fw'd Original K to CA <input type="checkbox"/>                             | 2/12/16           | <i>[Signature]</i> |                                                                                                |
|             |                    | Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>                                 |                   |                    |                                                                                                |
|             | County Attorney    | NIFS Approval <input type="checkbox"/>                                                         |                   |                    |                                                                                                |
|             | County Comptroller | NIFS Approval <input type="checkbox"/>                                                         |                   |                    |                                                                                                |
| 2/4/16      | County Executive   | Notarization <input type="checkbox"/><br>Filed with Clerk of the Leg. <input type="checkbox"/> | 2/4/16            | <i>[Signature]</i> |                                                                                                |

CLASSIFIED BY: 60320  
DATE: 11/19/2001  
REASON: 25X(1)  
DECLASSIFY ON: 25X(1)



## Contract Summary

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Description:</b> Amendment #5 to outside counsel contract                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Purpose:</b> Amendment to an existing outside counsel contract to represent the County in litigation related to asbestos claims from working in the Nassau County Coliseum, in the HAVA cases, and with EPA matters. This amendment is to provide an opinion on litigation of certain aspects related to the County Guaranty.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Method of Procurement:</b> Contract amendment. For services related to the County Guaranty: Wilson Elser was added to a panel of qualified firms established after a Request for Qualification was issued. The County has retained the firm Rivkin Radler, LLP as counsel for matters related to the County Guaranty. The County needed a second opinion on proposed litigation and selected Wilson Elser based upon their experience in the subject matter and availability. See below for procurement history.                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Procurement History:</b> <u>For services related to asbestos claims from working in the Nassau County Coliseum:</u> Four firms responded to a solicitation. They were Wilson Elser, Rigano, LLC, Monfort Hearly McGuire & Salley, and Patton Boggs, CLLP. Wilson Elser was selected. <u>For services related to the EPA matters:</u> A review was conducted of the firms qualified on the Office's panel to provide services in the area of Environmental Law. Berkman Henoch, Farrell Fritz and Wilson Elser were considered. Wilson Elser partner Michael Naughton was deemed the most qualified and experienced in the area of underground storage tanks. <u>For services related to the HAVA cases:</u> Jaspan Schlesinger LLP, Leventhal & Sliney LLP and Wilson Elser LLP were interviewed. Wilson Elser was selected based upon their experience and outstanding qualifications in the area of Elections Law and the Voting Rights Act. |
| <b>Description of General Provisions:</b> As described above.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Impact on Funding / Price Analysis:</b> \$0.01                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Change in Contract from Prior Procurement:</b> N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Recommendation:</b> approve as submitted                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |

## Advisement Information

| BUDGET CODES |       |
|--------------|-------|
| Fund:        | GEN   |
| Control:     | AT    |
| Resp:        | 1100  |
| Object:      | DE502 |
| Transaction: |       |

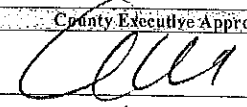
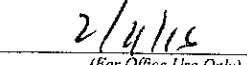
| RENEWAL    |  |
|------------|--|
| % Increase |  |
| % Decrease |  |

| FUNDING SOURCE                            | AMOUNT        |
|-------------------------------------------|---------------|
| Revenue Contract <input type="checkbox"/> | XXXXXXXX      |
| County                                    | \$0.01        |
| Federal                                   | \$            |
| State                                     | \$            |
| Capital                                   | \$            |
| Other                                     | \$            |
| <b>TOTAL</b>                              | <b>\$0.01</b> |

| LINE         | INDEX/OBJECT CODE | AMOUNT        |
|--------------|-------------------|---------------|
| 1            | ATGEN1100/DE502   | \$0.01        |
| 2            |                   | \$            |
| 3            |                   | \$            |
| 4            |                   | \$            |
| 5            |                   | \$            |
| 6            |                   | \$            |
| <b>TOTAL</b> |                   | <b>\$0.01</b> |

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)                                                                      |
|                                                      |                                                                                                                         | <b>E #:</b>                                                                                |

RULES RESOLUTION NO.     – 2016

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

WHEREAS, the Nassau County Attorney has executed an amendment to a special counsel agreement with Wilson Elser Moskowitz Edelman & Dicker LLP, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, notwithstanding Nassau County Charter Section 1101, the Rules Committee of the Nassau County Legislature affirms the amendment to a special counsel contract entered into by the Nassau County Attorney and Wilson Elser Moskowitz Edelman & Dicker LLP.

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:** Wilson Elser Moskowitz Edelman & Dicker LLP  
(CLAT15000034)

**CONTRACTOR ADDRESS:** 666 Old Country Road, Suite 510, Garden City, New York 11530

**FEDERAL TAX ID #:** 132679447

---

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

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

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

The Contract was entered into after a written request for proposals was issued on \_\_\_\_\_. 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 \_\_\_\_\_. \_\_\_\_\_ proposals were received and evaluated. The evaluation committee consisted of: \_\_\_\_\_. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

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

The contract was originally executed by Nassau County on December 14, 2010, and amended thereafter. 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 as follows: For services related to asbestos claims from working in the Nassau County Coliseum; Four firms responded to a solicitation. They were Wilson Elser, Rigano, LLC, Monfort Hearly McGuire & Salley, and Patton Boggs, LLP. Wilson Elser was selected. For services related to the EPA matters; A review was conducted of the firms qualified on the Office's panel to provide services in the area of Environmental Law. Berkman Henoch, Farrell Fritz, and Wilson Elser were considered. Wilson Elser partner Michael Naughton was deemed the most qualified and experienced in the area of underground storage tanks. For services related to the HAVA cases; Jaspan Schlesinger LLP, Leventhal & Sliney LLP and Wilson Elser were interviewed. Wilson Elser was selected based upon their experience and outstanding qualifications in the area of Elections Law and the Voting Rights Act. For services related to the County Guaranty; Wilson Elser was added to a panel of qualified firms established after a Request for Qualification was issued. The County has retained the firm Rivkin Radler, LLP as counsel for matters related to the County Guaranty. The County needed a second opinion on proposed litigation and selected Wilson Elser (who were also added to the panel of qualified firms established after the Request for Qualification was issued) based upon their experience in the subject matter and availability.

**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. 3/09/15

## **AMENDMENT NO. 5**

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of the date that this Amendment is executed by Nassau County (the "Effective Date"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Office of the Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) Wilson Elser Moskowitz Edelman & Dicker LLP, with an office located at 666 Old Country Road, Suite 510, Mineola, New York 11501 ("Counsel" or "Contractor").

### **WITNESSETH:**

WHEREAS, pursuant to County contract number CQAT10000033 between the County and Counsel, executed on behalf of the County on December 14, 2010 (the "Original Agreement"), as amended by amendment one (1), County contract amendment CLAT10000020 executed on behalf of the County on August 10, 2011, as amended by amendment two (2), County contract amendment CLAT11000008 executed on behalf of the County on July 25, 2011, as amended by amendment three (3), County contract amendment CLAT13000004 executed on behalf of the County on March 1, 2013, and as amended by amendment four (4), County contract amendment CLAT14000020 executed on behalf of the County on December 1, 2014, Counsel provides legal services to the County in connection with litigation known as the HAVA cases, EPA matters, and asbestos claims from working in the Nassau County Coliseum, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the County has retained a law firm to provide legal services in connection with litigation known as New York Telephone Co. v. Town of North Hempstead v. Nassau County, Index No. 12192/98, for matters related to the issues presented by this suit, and the multiple other claims and suits that relate to alleged tax refunds claimed against the County where such tax refund claimants assert various causes of actions for payment of the refunds including but not limited to claims made pursuant to the so-called "County Guaranty;" and

WHEREAS, the term of the Original Agreement is from August 1, 2010 until completion of Services (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse Counsel for Services under the Original Agreement, as full compensation for the Services, was Seven Hundred Fifty Thousand Dollars (\$750,000.00) (the "Maximum Amount"); and

WHEREAS, the County and Counsel desire to amend the Services.

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

1. Services. In addition to the Services set forth in the Original Agreement, Counsel shall also provide the County with a second opinion regarding litigation related to the County Guaranty.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

WILSON ELSEER MOSKOWITZ EDELMAN &  
DICKER LLP

By: [Signature]  
Name: ROBERT A. STOLZINO  
Title: PARTNER  
Date: DECEMBER 9 2015

NASSAU COUNTY

By: [Signature]  
Name: Carnell Foskey  
Title: County Attorney  
Date: 11/11/15

NASSAU COUNTY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: County Executive  
☐ Deputy County Executive  
Date: \_\_\_\_\_

PLEASE EXECUTE IN BLUE INK

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

On the 9<sup>th</sup> day of December in the year 2015 before me personally came Robert Spolano to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Litchester; that he or she is the Partner of Wilson Elser Moskowitz Edelman Miller LLP the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

  
NOTARY PUBLIC

JACLYN DELLE  
Notary Public, State of New York  
No. 02DE6305114  
Qualified in Nassau County  
Commission Expires on June 2, 2018

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

On the 4<sup>th</sup> day of January in the year 2016 before me personally came Carnell Foskey to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is County Attorney of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he signed his name thereto pursuant to Section 1101 of the County Government Law of Nassau County.

  
NOTARY PUBLIC

JACLYN DELLE  
Notary Public, State of New York  
No. 02DE6305114  
Qualified in Nassau County  
Commission Expires on June 2, 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.

**Contract Details**

SERVICE Special Counsel

NIFS ID #: CQAT10000033 NIFS Entry Date: 1/25/10 Term: from August 1, 2010 to July 31, 2011

|                                             |                                                  |                              |                             |
|---------------------------------------------|--------------------------------------------------|------------------------------|-----------------------------|
| 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 <input type="checkbox"/> | No X                        |
| Addl. Funds <input type="checkbox"/>        | 4) Vendor Ownership & Mgmt. Disclosure Attached: | Yes <input type="checkbox"/> | No X                        |
| Blanket Resolution <input type="checkbox"/> | 5) Insurance Required                            | Yes X                        | No <input type="checkbox"/> |
| RES#                                        |                                                  |                              |                             |

**Agency Information**

| Vendor                                                   |                                            |
|----------------------------------------------------------|--------------------------------------------|
| Name<br>Wilson Elser Moskowitz<br>Edelman & Dicker LLP   | Vendor ID#                                 |
| Address<br>666 Old Country Road<br>Garden City, NY 11530 | Contact Person<br>Robert A. Spolzino, Esq. |
|                                                          | Phone                                      |

| County Department                               |
|-------------------------------------------------|
| Department Contact<br>DCA Susan Gordon          |
| Address<br>One West Street<br>Mineola, NY 11501 |
| Phone<br>516 571 0490                           |

**Routing Slip**

| DATE Rec'd | DEPARTMENT                                                     | Internal Verification                                              | DATE App'd & Fwd | SIGNATURE          | Leg. Approval Required                            |
|------------|----------------------------------------------------------------|--------------------------------------------------------------------|------------------|--------------------|---------------------------------------------------|
|            | Department                                                     | NIFS Entry (Dept) X<br>NIFS Appvl (Dept. Head) X                   | 10/8/10          | <i>[Signature]</i> |                                                   |
|            | OMB                                                            | NIFS Approval <input type="checkbox"/>                             | 10/6/10          | <i>[Signature]</i> | Yes No X<br>Not required if<br>blanket resolution |
| 10/27/10   | County Attorney                                                | CA RE&I Verification <input type="checkbox"/>                      | 10/27/10         | <i>[Signature]</i> |                                                   |
| 10/28/10   | County Attorney                                                | CA Approval as to form <input type="checkbox"/>                    | 10/28/10         | <i>[Signature]</i> | Yes No X                                          |
|            | LEG                                                            | Legislative Affairs Fw'd Original K to CA <input type="checkbox"/> |                  |                    |                                                   |
|            | Rules <input type="checkbox"/> / Leg. <input type="checkbox"/> | <input type="checkbox"/>                                           |                  |                    |                                                   |
|            | County Attorney                                                | NIFS Approval <input type="checkbox"/>                             |                  | <i>[Signature]</i> |                                                   |
|            | County Comptroller                                             | NIFS Approval <input type="checkbox"/>                             | 12/10/10         | <i>[Signature]</i> |                                                   |



12/14/10

|                  |                                                          |  |  |
|------------------|----------------------------------------------------------|--|--|
| County Executive | Notarization<br>Filed with Clerk of the County of Nassau |  |  |
|------------------|----------------------------------------------------------|--|--|

## Contract Summary

|                                                                                                                                                                                                                     |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Description:                                                                                                                                                                                                        |
| Purpose: To provide legal representation in the matters of <u>Nassau v. State of New York</u> , Index 005821/10 and <u>U.S. v Nassau</u> , 10-2320 CV                                                               |
| Method of Procurement: The law firms of Jaspas Schlesinger LLP, Levanthal & SLiney LLP and Wilson Elser LLP were interviewed. Wilson Elser was selected based upon their experience and outstanding qualifications. |
| Procurement History: None                                                                                                                                                                                           |
| Description of General Provisions: As described above                                                                                                                                                               |
| Impact on Funding/Price Analysis: \$25,000.00                                                                                                                                                                       |
| Change in Contract from Prior Procurement: N/A                                                                                                                                                                      |
| Recommendation: approve as submitted                                                                                                                                                                                |

## Advisement Information

| BUDGET CODES |      |
|--------------|------|
| Fund:        | GEN  |
| Control:     |      |
| Resp:        | 1100 |
| Object:      | 502  |
| Transaction: |      |

| RENEWAL    |  |
|------------|--|
| % Increase |  |
| % Decrease |  |

| FUNDING SOURCE                            | AMOUNT             |
|-------------------------------------------|--------------------|
| Revenue Contract <input type="checkbox"/> | XXXXXXX            |
| County                                    | \$25,000.00        |
| Federal                                   | \$                 |
| State                                     | \$                 |
| Capital                                   | \$                 |
| Other                                     | \$                 |
| <b>TOTAL</b>                              | <b>\$25,000.00</b> |

| LINE                     | INDEX/OBJECT CODE | AMOUNT                   |
|--------------------------|-------------------|--------------------------|
| 1                        | AT GEN 1100/DE502 | \$25,000.00              |
| 2                        |                   | \$                       |
| 3                        |                   | \$                       |
| 4                        |                   | \$                       |
| 5                        |                   | \$                       |
| 6                        |                   | \$                       |
| <b>INSURANCE SECTION</b> |                   | <b>TOTAL \$25,000.00</b> |

Document Prepared By: \_\_\_\_\_

Date: \_\_\_\_\_

|                                                                                   |  |                                                                                                                                                             |  |                                                                                            |  |
|-----------------------------------------------------------------------------------|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--------------------------------------------------------------------------------------------|--|
| <b>NIFS Certification</b><br>I certify that this document was accepted into NIFS. |  | <b>Comptroller Certification</b><br>I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged. |  | <b>County Executive Approval</b><br>Name: _____<br>Date: 12/14/10<br>(For Office Use Only) |  |
| Name: _____<br>Date: 12/10/10                                                     |  | Name: _____<br>Date: 12/10/10                                                                                                                               |  | E #: _____                                                                                 |  |

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:** Wilson Elser Moskowitz Edelman & Dicker LLP  
(HAVA)

**CONTRACTOR ADDRESS:** 666 Old Country Road, Garden City, NY 11530

**FEDERAL TAX ID#** 132679447

---

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

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

**II. ☐ The contractor was selected pursuant to a Request for Proposals.**  
The Contract was entered into after a written request for proposals was issued on \_\_\_\_\_ [date]. Potential proposers were made aware of the availability of the RFP by \_\_\_\_\_ [newspaper advertisement, posting on website, mailing, etc.]. \_\_\_\_\_ [#] of potential proposers requested copies of the RFP. Proposals were due on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] proposals were received and evaluated. The evaluation committee consisted of: \_\_\_\_\_

\_\_\_\_\_. [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), 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.**

X A. Three law firms were interviewed – Wilson Elser LLP, Jaapan Shlesinger LLP and Levanthal & Sliney LLP. Wilson Elser was selected based upon its experience and qualifications.

☐ 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.

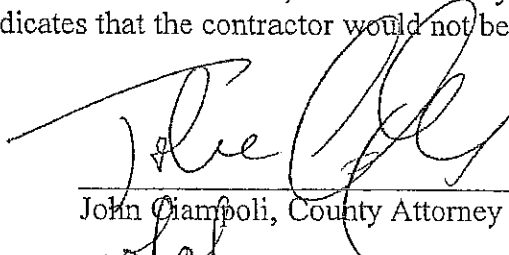
VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate 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.

***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.

  
\_\_\_\_\_  
John Ciampoli, County Attorney  
10/2/10  
\_\_\_\_\_  
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. 02/04*

## SPECIAL COUNSEL AGREEMENT

THIS AGREEMENT, dated as of August 2010 (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), is entered into by and between (i) the Nassau County Attorney located at 1 West Street, Mineola, New York 11501 on behalf of Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), and (ii) Wilson Elser Moskowitz Edelman & Dicker LLP having its principal office at 666 Old Country Road, Suite 510, Garden City New York 11530 ("Counsel" or "Contractor").

### WITNESSETH:

WHEREAS, the County is currently litigating the cases of County of Nassau, Nassau County Board of Elections, et al. v. State of New York, New York State Board of Elections, et al., Index No. 005821/10 and United States of America v. Nassau County Board of Elections, Nassau County Legislature, #10-2320-CV (collectively the "HAVA Cases"); and

WHEREAS, pursuant to Nassau County Charter Section 1101, the County Attorney has determined the need for the employment of special counsel; and

WHEREAS, the County desires to employ Counsel to perform the services described in this Agreement; and

WHEREAS, Counsel is eminently qualified and ready to provide the necessary services; and

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

1. Term. This Agreement shall commence on August 1, 2010 and shall terminate on July 31, 2011 unless sooner terminated in accordance with the provisions of this Agreement, provided that the County may, in its discretion, extend the term of this Agreement for a period of time necessary to resolve the litigations.

2. Services. The services to be provided by Counsel under this Agreement shall consist of representing the County as plaintiff and defendant in the HAVA Cases ("Services"). Subject to Section 13 herein, such Services shall conclude no earlier than entry of a verdict or a settlement or of a court-order terminating the Lawsuits.

3. Payment. (a)(1) Amount of Consideration. The amount to be paid to Counsel as full consideration for Counsel's Services during the initial stages of representation under this Agreement, including disbursements, shall not exceed the sum of Twenty-five Thousand Dollars (\$25,000.00) ("Maximum Amount"). Hourly compensation for professional services shall be paid in accordance with the following fee schedule:

|               | <u>in-Court Time</u> | <u>out-of-Court Time</u> |
|---------------|----------------------|--------------------------|
| i) Partner    | \$250.00             | \$235.00                 |
| ii) Associate | \$175.00             | \$160.00                 |

(a)(2) Any appearances before the County Legislature, or any committee thereof for the purpose of the approval of this Agreement or any amendment thereto, are to be construed as part of the fee negotiation and approval process and Counsel agrees that no fee will be charged for any such appearances.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to Counsel in

arrears and shall be contingent upon (i) Counsel submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) is accompanied by a contemporaneous record of hours billed stating the person(s) performing the Services and indicating with reasonable specificity, the Services provided and the payment requested in consideration for such Services or contains a detailed, itemized list of allowable expenses; (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 upon (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. Counsel 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) Expenses and Disbursement. Counsel shall be compensated with the Maximum Amount for all reasonable expenses and disbursement actually incurred, including but not limited to out-of-pocket disbursements for expert costs, messengers, investigators, trial preparation services and other legitimate expenses.

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to Counsel 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 Counsel received notice that the County did not desire to receive such services.

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

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

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

(b) 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, Counsel agrees as follows:

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

(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. Counsel acknowledges that Counsel 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 Counsel of such request prior to disclosure of the Information so that the Counsel may take such action as it deems appropriate.

7. Ownership of Records. All County Information provided to Counsel by the County shall remain the property of the County. Upon the County's request, completion of Services, or termination of this Agreement, all such County Information shall be returned to the County.

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

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

9. No Conflict Representation. (a) During the term of this Agreement, Counsel shall not represent any party whose interest is or may be adverse to or in conflict with, or whose interest may appear to be adverse to or in conflict with the County, nor shall it commence any action or proceeding, or act as Counsel in any action or proceeding that is adverse to the County or any County officer or employee, without the County's prior written consent.

(b) For the purpose of this Agreement and in accordance with the foregoing, the County hereby consents to Counsel representing parties adverse to the County in tax certiorari and condemnation proceedings.

10. Indemnification; Defense; Cooperation. (a) Counsel shall indemnify, defend and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities arising out of or in connection with performance under this Agreement by Counsel or a Counsel Agent, provided, however, that the Counsel shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) Counsel shall, upon the County's demand and at the County's direction, promptly and diligently defend, at Counsel'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 Counsel is responsible under this Section, and, further to Counsel's indemnification obligations, Counsel shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) Counsel shall, and shall cause Counsel 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 Counsel and/or a Counsel Agent in connection with this Agreement.

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

11. Insurance. (a) Types and Amounts. Counsel 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 one million dollars (\$1,000,000.00) per claim; (iii) compensation insurance for the benefit of the Counsel'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 Counsel 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. Counsel shall be solely responsible for the payment of all deductibles to which such policies are subject. Counsel shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by Counsel 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, Counsel shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. Counsel 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 Counsel to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of Counsel 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.

12. 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.

13. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to Counsel, (ii) for "Cause" by the County immediately upon the receipt by Counsel of written notice of termination, (iii) upon mutual written Agreement of the County and the Counsel, 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 Counsel. This Agreement may be terminated by Counsel if performance becomes impracticable through no fault of the Counsel, where the impracticability relates to Counsel'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 Counsel 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 Counsel 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 Counsel'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) Counsel Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Counsel 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 Counsel's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

14. Accounting Procedures; Records. Counsel 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 Counsel 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.

15. 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, Counsel 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. Counsel 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 Counsel shall allege that the above-described actions and inactions preceded Counsel'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.

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

17. 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.

18. 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 Counsel 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 Counsel, to the attention of the person who executed this Agreement on behalf of Counsel at the address specified above for Counsel, or in each case to such other persons or addresses as shall be designated by written notice.

19. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement



for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(h) 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.

20. 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.

21. Administrative Service Charge. Counsel agrees to pay the County an administrative service charge of One Hundred Sixty Dollars (\$160.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001. The administrative service charge shall be due and payable to the County by Counsel upon signing this Agreement.

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

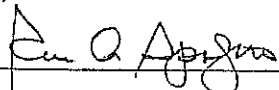
(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has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

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

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

WILSON ELSEY MOSKOWITZ EDELMAN &  
DICKER, LLP

By: 

Name: ROBERT A. SPOLZANO

Title: PARTNER

Date: 8/31/10

NASSAU COUNTY

By: 

Name: JOHN CAMPISI

Title: County Attorney

Date: 

By: 

Name: RICHARD R. WALKER

Title: Deputy County Executive

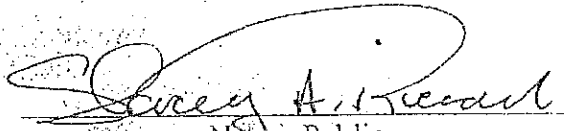
Date: 12/14/10

PLEASE EXECUTE IN BLUE INK

UNIFORM ACKNOWLEDGMENT (IN STATE)

STATE OF NEW YORK            )  
                                          ) SS.  
COUNTY OF WESTCHESTER    )

On the 31st day of August, 2010, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared ROBERT A. SPOLZINO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public

STACEY A. RICCARDI  
NOTARY PUBLIC, State of New York  
No. 0178527154  
Qualified in Westchester County  
Commission Expires: 10/27/2013

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2010 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 the \_\_\_\_\_ of \_\_\_\_\_, 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.

On the 8<sup>th</sup> day of October in the year 2010 before me personally came JOHN Ciampoli to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he or she is the **County Attorney** of Nassau County, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Law.

*Diana Catapano*  
 DIANA CATAPANO  
 NOTARY PUBLIC, STATE OF NEW YORK  
 NO. 01CA6089854  
 QUALIFIED IN NASSAU COUNTY  
 COMMISSION EXPIRES MAR. 31, 2011

On the 14 day of December in the year 2010 before me personally came Richard R. Walken to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a **Deputy County Executive** of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC  
Doreen M. Kemica

9

## Appendix EE Equal Employment Opportunities for Minorities and Women

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

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

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

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

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

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

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

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

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

additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

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

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

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

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

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

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

Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

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

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

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

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

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

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

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

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

Subcontractor.

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

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

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



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

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

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

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

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

Appendix L

Certificate of Compliance

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

1. The chief executive officer of Contractor is:

DANIEL J. McMAHON (Name)

55 WEST MONROE STREET, SUITE 2800, CHICAGO, IL 60603 (Address)

312-704-0550 (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.

9/13/10  
Dated

[Signature]  
Signature of Chief Executive Officer

Daniel J. McMahon  
Name of Chief Executive Officer

Sworn to before me this

13th day of September, 2010.

[Signature]  
Notary Public

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL  
ROSARY A. CASIELLO, Notary Public  
City of Philadelphia, Phila. County  
My Commission Expires June 6, 2013

EDWARD P. MANGANO  
County Executive



JOHN CIAMPOLI  
County Attorney

COUNTY OF NASSAU  
OFFICE OF THE COUNTY ATTORNEY  
Ralph G. Casa Executive and Legislative Building  
One West Street  
Mineola, New York 11501-4820  
516-571-3056  
FAX: 516-571-6604

To Whom It May Concern:

The County Attorney's office is seeking to extend the time for responses to the request for qualifications for proposals from law firms for special counsel to the County of Nassau. The details regarding the extension of time to respond to RFQ# AT 0519-1018 is as follows:

RFQ# is AT0519-1018\_\_\_\_\_

TITLE: Request for Qualification for Special Counsel to the County of Nassau - Amendment for time to respond to request #AT 0519-1018\_\_\_\_\_

AMENDMENT # \_1\_

This amendment has been issued to change the end/due date of this proposal.

From: June 2, 2010 \_\_\_\_\_ To: June 25, 2010 \_\_\_\_\_

All other terms and conditions remain the same.

EDWARD P. MANGANO  
County Executive



JOHN CIAMPOLI  
Nassau County Attorney

NASSAU COUNTY ATTORNEY'S OFFICE  
REQUEST FOR QUALIFICATIONS ("RFQ") FOR  
SPECIAL COUNSEL TO THE COUNTY OF NASSAU

DATE OF ISSUE: May 19, 2010  
RFQ # AT0519-1018.

SECTION I - BACKGROUND AND PURPOSE OF THE RFQ

The County Attorney's Office serves as counsel for the County of Nassau (the "County") and its agencies, representing the County in virtually all lawsuits brought on behalf of, or against, the County in federal and state courts and administrative proceedings. The County also provides legal representation to County officials and employees who are sued in their individual and official capacities, and whom the County is required to defend and indemnify pursuant to law.

The purpose of this RFQ is to establish a panel of qualified law firms from which the County Attorney, at his sole and absolute discretion, may select and appoint as Special Counsel. Subsequent to qualification the law firm will be on retainer to the County.

This RFQ process neither precludes nor limits the County Attorney's powers under the Nassau County Charter to select Special Counsel, as may be required from time to time, beyond those firms selected under this RFQ. The panel of law firms qualified under this RFQ may be supplemented and updated periodically, and needed and as may be specified by the County Attorney.

A Deputy County Attorney will be assigned to each matter to, *inter alia*, coordinate representation of the County and its agencies with the selected law firms.

Special Counsel contracts will be awarded for a period of one year, with one-year renewal options solely at the County's discretion.

All proposals will be evaluated on the following criteria:

1. Cost
2. Experience and references
3. General reputation in the areas of law specified from the list set forth below
4. Legal writing ability
5. Resources to be directly applied in performing services

The County Attorney may conduct personal interviews with law firms submitting proposals.

#### SECTION IV – THE PROPOSAL PACKAGE

The proposal package submitted by each firm shall contain the following:

1. Proposal Cover Letter – The proposing firm shall submit a cover letter transmitting its proposal to the County Attorney. The cover letter shall be signed and dated by an individual authorized to negotiate and enter into a contract with the County on behalf of the proposing law firm. The telephone number, facsimile transmission number, and e-mail address of that person shall also be stated in the letter, together with a statement that the indicated individual is the authorized contact for the proposing law firm.

2. Technical Proposal – The Technical Proposal is a narrative that addresses the Scope of Work described in Section II of this RFQ. At a minimum, the following shall be included:

a. A brief description of the firm's experience in each of the areas of law for which it proposes to provide services.

b. The names, resumes, relevant background, areas of practice, and the courts to which the attorneys are admitted to practice, of those attorneys in the firm who would be directly responsible for working on County matters.

c. The employee composition of the firm, indicating the number of attorneys, paralegals and support staff.

d. A statement from the firm regarding any potential or actual conflicts of interest including, but not limited to: (i) any material arrangements, relationships or other employment that the firm or any firm employee has with any law firms, or other persons or entities, that may create a conflict of interest, or the appearance of a conflict of interest, in acting as Special Counsel to the County; (ii) any family relationship that any employee of the firm has with any County public official, employee or servant that may create a conflict of interest, or the appearance of a conflict of interest, in acting as Special Counsel to the County; (iii) a list of all cases and matters in which the firm, at the time of submission of its proposal, is actively engaged in which the County is a party. In addition, the Technical Proposal shall describe any procedures the firm either has, or would adopt, to assure the County that a conflict of interest would not exist for the firm in the future.

e. A statement that the firm does not discriminate against employees or applicants for employment because of race, religion, creed, color, national origin, sex, age, disability, marital status, sexual orientation or citizenship status.

f. A statement that the firm agrees to abide by the County's Code of Ethics.

g. A statement representing that the firm will carry malpractice insurance in connection with its representation of the County.

h. The name, title and telephone number of the person authorized to act on behalf of the

firm.

- i. Agreement to follow litigation and representation guidelines as may be promulgated by the County Attorney.

Any questions regarding this RFQ should be addressed to the County Attorney's Contact Person:

Lisa LoCurto, First Chief Deputy County Attorney  
Office of the County Attorney  
1 West Street  
Mincola, New York 11501  
(516) 571-3033

Contract ID#: COAT10000053



Department: County Attorney

 verified copy  
 received on 09/27/2011

 E-07-11  
 SERVICE Special Counsel

## Contract Details

NIFS ID #: CLAT10000020 NIFS Entry Date: 12/29/10, Term: from August 1, 2010 to July 31, 2011

|                    |                          |
|--------------------|--------------------------|
| New Renewal        | <input type="checkbox"/> |
| Amendment          | X                        |
| Time Extension     | <input type="checkbox"/> |
| Addl. Funds        | X                        |
| 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 <input type="checkbox"/> | No X                        |
| 4) Vendor Ownership & Mgmt. Disclosure Attached: | Yes X                        | No                          |
| 5) Insurance Required                            | Yes X                        | No <input type="checkbox"/> |

## Agency Information

| Vendor                                                   |                                                         |
|----------------------------------------------------------|---------------------------------------------------------|
| Name<br>Wilson Elser Moskowitz<br>Edelman & Dicker LLP   | Vendor ID#<br>132679447                                 |
| Address<br>666 Old Country Road<br>Garden City, NY 11530 | Contact Person<br>Robert A. Spolzino, Esq.<br><br>Phone |

| County Department                               |
|-------------------------------------------------|
| Department Contact<br>DCA Susan Gordon          |
| Address<br>One West Street<br>Mineola, NY 11501 |
| Phone<br>516 571 0490                           |

## Routing Slip

| DATE Rec'd. | DEPARTMENT                                                   | Internal Verification                                                 | DATE App'd & Fw'd. | SIGNATURE   | Leg. Approval Required                            |
|-------------|--------------------------------------------------------------|-----------------------------------------------------------------------|--------------------|-------------|---------------------------------------------------|
|             | Department                                                   | NIFS Entry (Dept) X<br>NIFS Appvl (Dept. Head) X                      | 29 Dec 2010        | [Signature] |                                                   |
|             | OMB                                                          | NIFS Approval <input type="checkbox"/>                                | 1/3/11             | [Signature] | Yes X No<br>Not required if<br>blanket resolution |
| 12/29/10    | County Attorney                                              | CA RE&I Verification <input type="checkbox"/>                         | 12/29/10           | [Signature] |                                                   |
| 12/30/10    | County Attorney                                              | CA Approval as to form <input checked="" type="checkbox"/>            | 2/3/11             | [Signature] | Yes X No                                          |
|             | Legislative Affairs                                          | Fw'd Original E to CA <input type="checkbox"/>                        | 1/3/11             | [Signature] |                                                   |
|             | Rules <input type="checkbox"/> Leg. <input type="checkbox"/> | <input type="checkbox"/>                                              |                    |             |                                                   |
|             | County Attorney                                              | NIFS Approval <input type="checkbox"/>                                |                    |             |                                                   |
|             | County Comptroller                                           | NIFS Approval <input checked="" type="checkbox"/>                     | 1/6/11             | [Signature] |                                                   |
|             | County Executive                                             | Authorization<br>Filed with Clerk of the Leg <input type="checkbox"/> | 1/3/11             | [Signature] |                                                   |





## Contract Summary

Contract Number:

Contract Description: [Illegible text]

Original Procurement Number:

**Procurement History:** The law firms of Taspian Schlesinger LLP, Levantini & Slone LLP and Wilson Elser LLP were interviewed. Wilson Elser was selected based upon their experience and outstanding qualifications in the area of law and the Voting Rights Act. All of the firms were qualified pursuant to the RFP issued in May 2010.

**Description of General Provisions:** As described above.

**Impact on Funding - Price Analysis:** \$250,000.00

**Change in Contract from Prior Procurement:** N/A

**Recommendation:** approve as submitted

## Advisement Information

| BUDGET CODES |      |
|--------------|------|
| Fund         | GEN  |
| Control      |      |
| Resp         | 1100 |
| Object       | 502  |
| Transaction  |      |

| FUNDING SOURCE                            | AMOUNT              |
|-------------------------------------------|---------------------|
| Revenue Contract <input type="checkbox"/> | XXXXXXXX            |
| County                                    | \$250,000.00        |
| Federal                                   | \$                  |
| State                                     | \$                  |
| Capital                                   | \$                  |
| Other                                     | \$                  |
| <b>TOTAL</b>                              | <b>\$250,000.00</b> |

| LINE         | INDEX/OBJECT CODE  | AMOUNT              |
|--------------|--------------------|---------------------|
| 1            | AT GEN 1100 DE 502 | \$250,000.00        |
| 2            |                    | \$                  |
| 3            |                    | \$                  |
| 4            |                    | \$                  |
| 5            |                    | \$                  |
| 6            |                    | \$                  |
| <b>TOTAL</b> |                    | <b>\$250,000.00</b> |

| RENEWAL    |  |
|------------|--|
| % Increase |  |
| % Decrease |  |

Document Prepared By:

Date:

| NYS Certification                                   | Comptroller Certification                                                                                              | County Executive Approval |
|-----------------------------------------------------|------------------------------------------------------------------------------------------------------------------------|---------------------------|
| I certify that this document was accepted into TRFS | I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged | Name: [Signature]         |
| Name: [Signature]                                   | Name: [Signature]                                                                                                      | Date: 1/3/11              |
| Date: 8/15/11                                       | Date: 7/12/11                                                                                                          | E #:                      |

E-7-11

RULES RESOLUTION NO. 12 2011

A RESOLUTION AFFIRMING AN AMENDMENT TO A  
SPECIAL COUNSEL AGREEMENT ENTERED INTO BY THE  
COUNTY ATTORNEY AND WILSON ELSEER MOSKOWITZ  
EDELMAN & DICKER LLP

Passed by the Rules Committee  
Nassau County Legislature  
By Voice Vote on 1-10-11  
VOTING:  
ayes 4 nays 3 abstained 0 recused 0  
Legislators present: 7

WHEREAS, the County Attorney, has executed an amendment to a special counsel agreement with Wilson Elser Moskowitz Edelman & Dicker LLP, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, notwithstanding Nassau County Charter Section 1101, the Rules Committee of the Nassau County Legislature affirms the amendment to the special counsel agreement entered into by the County Attorney and Wilson Elser Moskowitz Edelman & Dicker LLP

RESOLUTION NO. 1101

WHEREAS, the County Attorney has executed an amendment to a special counsel agreement entered into by the County Attorney and Wilson Elser Moskowitz Edelman & Dicker LLP

WHEREAS, the County Attorney, has executed an amendment to a special counsel agreement with Wilson Elser Moskowitz Edelman & Dicker LLP, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, notwithstanding Nassau County Charter Section 1101, the Rules Committee of the Nassau County Legislature affirms the amendment to the special counsel agreement entered into by the County Attorney and Wilson Elser Moskowitz Edelman & Dicker LLP

| Name                   | Office Address                                                                             |
|------------------------|--------------------------------------------------------------------------------------------|
| Abate Marco, Tracy J   | 150 East 42nd Street New York, NY 10017-5639 US                                            |
| Adler, Debra A         | 3 Gannett Drive White Plains, NY 10604-3407 US                                             |
| Alcantar, Rebecca M    | Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US               |
| Alfieri, Lucinda H     | 3 Gannett Drive White Plains, NY 10604-3407 US                                             |
| Aralen, Jeffrey        | 150 East 42nd Street New York, NY 10017-5639 US                                            |
| Arlidge, Jennifer W    | 300 South 4th Street - 11th Floor Las Vegas, NV 89101-6014 US                              |
| Bachrach, Joshua       | Independence Sq. West - The Curtis Center - Suite 1130 East Philadelphia, PA 19106-3308 US |
| Baiocco, Joseph C      | 3 Gannett Drive White Plains, NY 10604-3407 US                                             |
| Baldwin, Shelly L      | 150 East 42nd Street New York, NY 10017-5639 US                                            |
| Baloy, Donna Marie     | 3 Gannett Drive White Plains, NY 10604-3407 US                                             |
| Barry, Jeanne A        | 1010 Washington Boulevard Stamford, CT 06901 US                                            |
| Beckelman, Michael S   | 5847 San Felipe - Suite 2300 Houston, TX 77057-4033 US                                     |
| Berg, Rebecca W        | 150 East 42nd Street New York, NY 10017-5639 US                                            |
| Bergman, Arlene        | 150 East 42nd Street New York, NY 10017-5639 US                                            |
| Berns, Robert A        | 33 Washington Street Newark, NJ 07102-3017 US                                              |
| Bernstock, Christine A | 150 East 42nd Street New York, NY 10017-5639 US                                            |
| Beron, Helmut          | 3 Gannett Drive White Plains, NY 10604-3407 US                                             |
| Betke II, Alexander L  | 677 Broadway Albany, NY 12207-2996 US                                                      |
| Bialek, Adam R         | 150 East 42nd Street New York, NY 10017-5639 US                                            |
| Bienstock, Martin      | 677 Broadway Albany, NY 12207-2996 US                                                      |
| Bilger, L Victor       | 555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US                            |
| Billek, Maxwell L      | 33 Washington Street Newark, NJ 07102-3017 US                                              |
| Blair, Kimberly E      | 55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US                               |
| Bogaert, William T     | 260 Franklin Street - 14th Floor Boston, MA 02110-3112 US                                  |
| Bolechowski, Michael W | 525 Market Street - 17th Floor San Francisco, CA 94105-2725 US                             |
| Bottari, Paul J        | 150 East 42nd Street New York, NY 10017-5639 US                                            |
| Boule, Eugene T        | 150 East 42nd Street New York, NY 10017-5639 US                                            |
| Boulhosa, Michael      | 3 Gannett Drive White Plains, NY 10604-3407 US                                             |
| Brennan, Lawrence B    | 150 East 42nd Street New York, NY 10017-5639 US                                            |
| Brett, Harry P         | 3 Gannett Drive White Plains, NY 10604-3407 US                                             |
| Brisbin, Michael K     | 525 Market Street - 17th Floor San Francisco, CA 94105-2725 US                             |
| Brown, Christopher D   | 100 Southeast Second Street - Suite 3800 Miami, FL 33131-2126 US                           |
| Brown, James S         | 150 East 42nd Street New York, NY 10017-5639 US                                            |
| Brown, Kenneth M       | 33 Washington Street Newark, NJ 07102-3017 US                                              |
| Brown, Stephen P       | 1010 Washington Boulevard Stamford, CT 06901 US                                            |
| Bryn, Sean M           | 555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US                            |
| Bucci, Gregg           | 3 Gannett Drive White Plains, NY 10604-3407 US                                             |
| Burd, James M          | 100 Mallard Creek Road - Suite 400A Louisville, KY 40207 US                                |
| Burke, James F         | 3 Gannett Drive White Plains, NY 10604-3407 US                                             |
| Bushner, Ronald S      | 525 Market Street - 17th Floor San Francisco, CA 94105-2725 US                             |
| Bussey III, John W     | 105 East Robinson Street - 4th Floor Orlando, FL 32801 US                                  |
| Caiazzo, Nicholas R    | 150 East 42nd Street New York, NY 10017-5639 US                                            |
| Cameron, Lee L         | Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US               |
| Castoria, Louis H      | 525 Market Street - 17th Floor San Francisco, CA 94105-2725 US                             |
| Cata, Ricardo J        | 100 Southeast Second Street - Suite 3800 Miami, FL 33131-2126 US                           |
| Cawley, Michael J      | Independence Sq. West - The Curtis Center - Suite 1130 East Philadelphia, PA 19106-3308 US |
| Charles, Rose M        | 150 East 42nd Street New York, NY 10017-5639 US                                            |
| Cheng, Eric G          | 3 Gannett Drive White Plains, NY 10604-3407 US                                             |
| Cherry, Thomas R       | 3 Gannett Drive White Plains, NY 10604-3407 US                                             |
| Clark, Douglas S       | 677 Broadway Albany, NY 12207-2996 US                                                      |
| Clemente, Salvatore A  | Independence Sq. West - The Curtis Center - Suite 1130 East Philadelphia, PA 19106-3308 US |
| Clifford, John R       | 655 West Broadway Suite 900 San Diego, CA 92101-8484 US                                    |
| Coffey, Michael W      | 3 Gannett Drive White Plains, NY 10604-3407 US                                             |
| Cohen, Laurie T        | 677 Broadway Albany, NY 12207-2996 US                                                      |
| Collins, J. Price      | Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US               |
| Colombo, Sherri M      | 100 Southeast Second Street - Suite 3800 Miami, FL 33131-2126 US                           |
| Contino, Victoria M    | 677 Broadway Albany, NY 12207-2996 US                                                      |
| Coon, Timothy P        | 3 Gannett Drive White Plains, NY 10604-3407 US                                             |
| Corless, Thomas C      | 555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US                            |
| Corleto, Anthony B     | 1010 Washington Boulevard Stamford, CT 06901 US                                            |
| Cushing, Kym S         | 300 South 4th Street - 11th Floor Las Vegas, NV 89101-6014 US                              |
| Dandelles, Stefan R    | 55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US                               |
| D'angelo, Vincent      | 555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US                            |
| Das, Anjali C          | 55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US                               |
| D'Avanzo, Joseph A     | 3 Gannett Drive White Plains, NY 10604-3407 US                                             |
| Deaver, James T. H.    | 150 East 42nd Street New York, NY 10017-5639 US                                            |



|                             |                                                                                            |
|-----------------------------|--------------------------------------------------------------------------------------------|
| Hofman, Jerry S             | 677 Broadway Albany, NY 12207-2996 US                                                      |
| Holmes, David M             | 55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US                               |
| Hopkinson, Kelly, Barbara A | 33 Washington Street Newark, NJ 07102-3017 US                                              |
| Horres Jr., E. Stratton     | Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US               |
| Hyacinthe, Sylvère M        | 3 Gannett Drive White Plains, NY 10604-3407 US                                             |
| Hyland, Thomas              | 150 East 42nd Street New York, NY 10017-5639 US                                            |
| Isaacsohn, Louis J          | Independence Sq. West - The Curtis Center - Suite 1130 East Philadelphia, PA 19106-3308 US |
| Jast, Raymond J             | 55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US                               |
| Jeffers, Darrell E          | 677 Broadway Albany, NY 12207-2996 US                                                      |
| Jenkins, Walter S           | Independence Sq. West - The Curtis Center - Suite 1130 East Philadelphia, PA 19106-3308 US |
| Jennings, Gerald J          | 677 Broadway Albany, NY 12207-2996 US                                                      |
| Joffe, Steven J             | 555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US                            |
| Jones, Mark M               | 8444 Westpark Drive - Suite 510 McLean, VA 22102-5102 US                                   |
| Jordan, Laura B             | 3 Gannett Drive White Plains, NY 10604-3407 US                                             |
| Kachadoorian, James W       | 3 Gannett Drive White Plains, NY 10604-3407 US                                             |
| Kahn, David S               | 300 South 4th Street - 11th Floor Las Vegas, NV 89101-6014 US                              |
| Kahn, Gregg S               | 33 Washington Street Newark, NJ 07102-3017 US                                              |
| Kantrow, Josh M             | 55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US                               |
| Karlovich, Susan            | 33 Washington Street Newark, NJ 07102-3017 US                                              |
| Karp, Paul J                | 150 East 42nd Street New York, NY 10017-5639 US                                            |
| Katz, Bruno W               | 655 West Broadway Suite 900 San Diego, CA 92101-8484 US                                    |
| Kauffman, Nicholas J        | 150 East 42nd Street New York, NY 10017-5639 US                                            |
| Kavanagh, Kevin T           | Independence Sq. West - The Curtis Center - Suite 1130 East Philadelphia, PA 19106-3308 US |
| Kelly, Patrick M            | 555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US                            |
| Kelly, Robert E             | Independence Sq. West - The Curtis Center - Suite 1130 East Philadelphia, PA 19106-3308 US |
| Kent, Steven S              | 150 East 42nd Street New York, NY 10017-5639 US                                            |
| King, Kathie D              | Independence Sq. West - The Curtis Center - Suite 1130 East Philadelphia, PA 19106-3308 US |
| Kipnis, Adam J              | St. Paul Plaza - 200 St. Paul Place - Suite 2530 Baltimore, MD 21202-2004 US               |
| Kirpalani, Maynard M        | 260 Franklin Street - 14th Floor Boston, MA 02110-3112 US                                  |
| Klein, Richard S            | 150 East 42nd Street New York, NY 10017-5639 US                                            |
| Knopf, Fred N               | 3 Gannett Drive White Plains, NY 10604-3407 US                                             |
| Koba, Nancy Quinn           | 3 Gannett Drive White Plains, NY 10604-3407 US                                             |
| Krause, Paul D              | 700 11th Street, NW, Suite 400 Washington, DC 20001 US                                     |
| Krauss, Kurt W              | 33 Washington Street Newark, NJ 07102-3017 US                                              |
| Krauss, William P           | 33 Washington Street Newark, NJ 07102-3017 US                                              |
| Kunowski, Herbert P         | 555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US                            |
| Kuzniar, Jason M            | 55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US                               |
| Laird, Joseph               | 150 East 42nd Street New York, NY 10017-5639 US                                            |
| Larkin, Peter J             | 3 Gannett Drive White Plains, NY 10604-3407 US                                             |
| Latimer, Walter G           | 100 Southeast Second Street - Suite 3800 Miami, FL 33131-2126 US                           |
| Lauricella, Peter A         | 677 Broadway Albany, NY 12207-2996 US                                                      |
| Le Montree, Darren B        | 555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US                            |
| Ledwin, Mark G              | 3 Gannett Drive White Plains, NY 10604-3407 US                                             |
| Lee, John C                 | 555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US                            |
| Leghorn, Thomas             | 150 East 42nd Street New York, NY 10017-5639 US                                            |
| Leighton Jr, Joseph F       | 260 Franklin Street - 14th Floor Boston, MA 02110-3112 US                                  |
| Lerner, Richard             | 150 East 42nd Street New York, NY 10017-5639 US                                            |
| Lesko, Robert P             | 33 Washington Street Newark, NJ 07102-3017 US                                              |
| Levasseur, Guy J            | 3 Gannett Drive White Plains, NY 10604-3407 US                                             |
| Levine, Ton S               | Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US               |
| Levy, Jay W                 | 3 Gannett Drive White Plains, NY 10604-3407 US                                             |
| Lubin, Rory L               | 3 Gannett Drive White Plains, NY 10604-3407 US                                             |
| Lum, Larry                  | 150 East 42nd Street New York, NY 10017-5639 US                                            |
| Mahoney, Matthew S          | 33 Washington Street Newark, NJ 07102-3017 US                                              |
| Malfa, Frances              | 150 East 42nd Street New York, NY 10017-5639 US                                            |
| Manchisi, Francis P         | 3 Gannett Drive White Plains, NY 10604-3407 US                                             |
| Manisero, Thomas R          | 3 Gannett Drive White Plains, NY 10604-3407 US                                             |
| Marangas, Theresa B         | 677 Broadway Albany, NY 12207-2996 US                                                      |
| Marcellino, Stephen         | 3 Gannett Drive White Plains, NY 10604-3407 US                                             |
| Marrello, Lisa M            | 677 Broadway Albany, NY 12207-2996 US                                                      |
| Mazzola, Jean-Claude        | 150 East 42nd Street New York, NY 10017-5639 US                                            |
| McDonough, Sean M           | 105 East Robinson Street - 4th Floor Orlando, FL 32801 US                                  |
| McGann, John P              | 150 East 42nd Street New York, NY 10017-5639 US                                            |
| McGovern, Joseph A. h       | 3 Gannett Drive White Plains, NY 10604-3407 US                                             |
| McLean, Mary Ann            | 677 Broadway Albany, NY 12207-2996 US                                                      |
| McMahon, Daniel J           | 55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US                               |
| Meisels, Peter A            | 3 Gannett Drive White Plains, NY 10604-3407 US                                             |



|                        |                                                                                            |
|------------------------|--------------------------------------------------------------------------------------------|
| Gherman, Renee J       | 33 Washington Street Newark, NJ 07102-3017 US                                              |
| Smith, Sandra M        | 3 Gannett Drive White Plains, NY 10604-3407 US                                             |
| Spitaletto, Thomas M   | Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US               |
| Spoizino, Robert A     | 3 Gannett Drive White Plains, NY 10604-3407 US                                             |
| Staley, Lee H          | 5847 San Felipe - Suite 2300 Houston, TX 77057-4033 US                                     |
| Stankowski, James A    | 555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US                            |
| Steccato, Carl L       | 150 East 42nd Street New York, NY 10017-5639 US                                            |
| Steel, Laura N         | 700 11th Street, NW, Suite 400 Washington, DC 20001 US                                     |
| Stevens, Michael N     | 150 East 42nd Street New York, NY 10017-5639 US                                            |
| Stewart, Ian A         | 555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US                            |
| Stimmel, Linda M       | Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US               |
| Stopnik, Scott H       | 150 East 42nd Street New York, NY 10017-5639 US                                            |
| Strasius, Anthony P    | 100 Southeast Second Street - Suite 3800 Miami, FL 33131-2126 US                           |
| Sullivan, John W       | 150 East 42nd Street New York, NY 10017-5639 US                                            |
| Takacs, Michael S      | Independence Sq. West - The Curtis Center - Suite 1130 East Philadelphia, PA 19106-3308 US |
| Testa, Wendy D         | Independence Sq. West - The Curtis Center - Suite 1130 East Philadelphia, PA 19106-3308 US |
| Thomas, Mark W         | 677 Broadway Albany, NY 12207-2996 US                                                      |
| Thome, Sheri M         | 300 South 4th Street - 11th Floor Las Vegas, NV 89101-6014 US                              |
| Thurston, James K      | 55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US                               |
| Tillem, David L        | 3 Gannett Drive White Plains, NY 10604-3407 US                                             |
| Tobin, Thomas W        | 3 Gannett Drive White Plains, NY 10604-3407 US                                             |
| Tompkins III, George N | 150 East 42nd Street New York, NY 10017-5639 US                                            |
| Tone, Michael P        | 55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US                               |
| Topping, Joanna M      | 3 Gannett Drive White Plains, NY 10604-3407 US                                             |
| Tumbarello, Phillip    | 3 Gannett Drive White Plains, NY 10604-3407 US                                             |
| Tyrie, James P         | 150 East 42nd Street New York, NY 10017-5639 US                                            |
| Vignali, Rosario M     | 3 Gannett Drive White Plains, NY 10604-3407 US                                             |
| Vittori, Michael L     | 55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US                               |
| Vogel, Harold S        | 100 Southeast Second Street - Suite 3800 Miami, FL 33131-2126 US                           |
| Wallace, Robert B      | 700 11th Street, NW, Suite 400 Washington, DC 20001 US                                     |
| Waters, Jason R        | 8444 Westpark Drive - Suite 510 McLean, VA 22102-5102 US                                   |
| Waters, Kelly A        | 33 Washington Street Newark, NJ 07102-3017 US                                              |
| Weber, Robert          | 3 Gannett Drive White Plains, NY 10604-3407 US                                             |
| Ween, Mariin M         | 150 East 42nd Street New York, NY 10017-5639 US                                            |
| Whiteman, Brian J      | 33 Washington Street Newark, NJ 07102-3017 US                                              |
| Wilkinson, Kathleen D  | Independence Sq. West - The Curtis Center - Suite 1130 East Philadelphia, PA 19106-3308 US |
| Williams, Walter L     | 8444 Westpark Drive - Suite 510 McLean, VA 22102-5102 US                                   |
| Wills, Linda P         | 5847 San Felipe - Suite 2300 Houston, TX 77057-4033 US                                     |
| Wilson Jr, Thomas W    | 150 East 42nd Street New York, NY 10017-5639 US                                            |
| Wingertzahn, William M | 3 Gannett Drive White Plains, NY 10604-3407 US                                             |
| Witz, Thomas M         | 677 Broadway Albany, NY 12207-2996 US                                                      |
| Wright, Nancy V        | 150 East 42nd Street New York, NY 10017-5639 US                                            |
| Young, Robert          | 555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US                            |
| Young, Steven L        | 3 Gannett Drive White Plains, NY 10604-3407 US                                             |





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: Wilson Elser Moskowitz Edelman & Dicker LLP  
(HAVA) CLAT10000020

CONTRACTOR ADDRESS: 666 Old Country Road, Garden City, NY 11530

FEDERAL TAX ID# 132679447

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

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

II. ☐ The contractor was selected pursuant to a Request for Proposals. The Contract was entered into after a written request for proposals was issued on \_\_\_\_\_ [date]. Potential proposers were made aware of the availability of the RFP by \_\_\_\_\_ [newspaper advertisement, posting on website, mailing, etc.]. \_\_\_\_\_ [#] of potential proposers requested copies of the RFP. Proposals were due on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] proposals were received and evaluated. The evaluation committee consisted of: \_\_\_\_\_

\_\_\_\_\_ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

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

The contract was originally executed by Nassau County on October 8, 2010. This is an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The procurement for the original agreement is as follows. The law firms of Jaspan Schlesinger LLP, Levanthal & Sliney LLP and Wilson Elser LLP were interviewed. Wilson Elser was selected based upon their experience and outstanding qualifications in the area of Elections Law and the Voting Rights Act. All of the firms were qualified pursuant to the RFQ issued in May 2010.

**IV. Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received.**

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**

...the contract should not include a performance evaluation of the contractor. If the contractor has not received an adequate evaluation of the contractor's performance, the contract should not include a performance evaluation of the contractor.

In certain limited circumstances, continuing a competitive process and/or competitive bidding may not be possible because of the nature of the human services program, or the need to continue service through the same provider. In those circumstances, the implementation of a competitive process and/or performance evaluation is inapplicable.

VII. F) 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. 098 of 1995, including a receipt and evaluation of contractor statements of Qualifications & Performance Data, and its negotiation with the most highly qualified and

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. 87-130 (1987-1 CB 130), attached as Appendix A to the Comptroller's Memorandum, dated February 1, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

John Ciampoli, County Attorney

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. 02/04

AMENDMENT NO. 1

AMENDMENT, dated as of December \_\_, 2010 together with any appendix, schedule or exhibit, if any (this "Amendment"), between (i) the Nassau County Attorney on behalf of Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County") and (ii) Wilson Elser Moskowitz Edelman & Dicker LLP having its principal office at 666 Old Country Road, Suite 510, Garden City New York 11530 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQAT10000033 between the County and Counsel, executed on behalf of the County on October 8, 2010 (the "Original Agreement"), Counsel provides legal services to the County in connection with litigation known as the HAVA cases, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, the term of the Original Agreement is from August 1, 2010 until July 31, 2011 (the "Original Term");

WHEREAS; the maximum amount that the County agreed to reimburse Counsel for Services under the Original Agreement, as full compensation for the Services, was Twenty-five Thousand Dollars (\$25,000.00) (the "Maximum Amount"); and

WHEREAS; the County and Counsel desire to increase the Maximum Amount.

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

1. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Two Hundred and Fifty Thousand Dollars (\$250,000.00), so that the maximum amount that the County shall pay to Counsel as full consideration for all Services provided under the Amended Agreement shall be Two Hundred and Seventy-five Thousand Dollars (\$275,000.00) (the "Amended Maximum Amount").

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

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED

By: [Signature]  
Name: [Name]  
Title: [Title]  
Date: 8/12/11

NASSAU COUNTY

By: [Signature]  
Name: John Ciampoli  
Title: County Attorney  
Date: 8/7/10

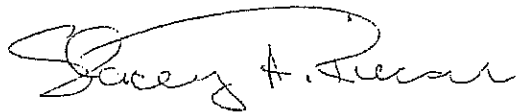
By: [Signature]  
Name: Edward P. Mangano  
Title: Deputy County Executive  
Date: 8/10/11

PLEASE EXECUTE IN BLUE INK

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

On the 21<sup>st</sup> day of December in the year 2010 before me personally came Robert A. Spolizio to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Westchester; that he or she is the Partner of Wilson Eker, 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



STACEY A. RICCARDI  
NOTARY PUBLIC, State of New York  
No. 01RI5087154  
Qualified in Westchester County  
Commission Expires: 10/27/08 2013

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

On the 29 day of December in the year 2010 before me personally came John Ciampoli to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is the County Attorney of Nassau County, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Law.

NOTARY PUBLIC

NINA DELUCA  
Notary Public, State of New York  
No. 01DE6199846  
Qualified in Suffolk County  
Commission Expires Jan. 20, 2013



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

On the 16 day of August in the year 2010 before me personally came Edward P. Montano to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC



DOREEN R. PENNICA  
NOTARY PUBLIC  
STATE OF NEW YORK  
COMMISSION NO. 01PE6170832  
EXPIRES 7/23/2011

Contract ID#: CQAT10000033



Department: County Attorney

**E-104-11**  
SERVICE: Special Counsel

## Contract Details

NIFS ID #: CLAT11000008 NIFS Entry Date: 12/29/10 Term: from August 1, 2010 to July 31, 2011

|                                             |                                                  |                              |                             |
|---------------------------------------------|--------------------------------------------------|------------------------------|-----------------------------|
| New Renewal <input type="checkbox"/>        | 1) Mandated Program:                             | Yes <input type="checkbox"/> | No X                        |
| Amendment X                                 | 2) Comptroller Approval Form Attached:           | Yes X                        | No <input type="checkbox"/> |
| Time Extension <input type="checkbox"/>     | 3) CSEA Agmt. § 32 Compliance Attached:          | Yes <input type="checkbox"/> | No X                        |
| Addl. Funds                                 | 4) Vendor Ownership & Mgmt. Disclosure Attached: | Yes X                        | No                          |
| Blanket Resolution <input type="checkbox"/> | 5) Insurance Required                            | Yes X                        | No <input type="checkbox"/> |
| RES#                                        |                                                  |                              |                             |

## Agency Information

| Vendor                                                   |                                            |
|----------------------------------------------------------|--------------------------------------------|
| Name<br>Wilson Elser Moskowitz<br>Edelman & Dicker LLP   | Vendor ID#                                 |
| Address<br>666 Old Country Road<br>Garden City, NY 11530 | Contact Person<br>Robert A. Spolzino, Esq. |
|                                                          | Phone                                      |

| County Department                               |  |
|-------------------------------------------------|--|
| Department Contact<br>DCA Susan Gordon          |  |
| Address<br>One West Street<br>Mineola, NY 11501 |  |
| Phone<br>516 571 0490                           |  |

## Routing Slip

| DATE Rec'd | DEPARTMENT         | Internal Verification                                                 | DATE App'd & Fwd | SIGNATURE      | Leg. Approval Required                                                  |
|------------|--------------------|-----------------------------------------------------------------------|------------------|----------------|-------------------------------------------------------------------------|
|            | Department         | NIFS Entry (Dept) X<br>NIFS Appvl (Dept. Head) X                      | 16 May 2011      | Lisa LoCuto    |                                                                         |
|            | OMB                | NIFS Approval <input type="checkbox"/>                                | 5/16/11          | K. Miller      | Yes <input type="checkbox"/> No X<br>Not required if blanket resolution |
| 5/16/11    | County Attorney    | CA RE&I Verification <input type="checkbox"/>                         | 5/16/11          | Alvares        |                                                                         |
|            | County Attorney    | CA Approval as to form <input checked="" type="checkbox"/>            | 5/16/11          | Lisa LoCuto    | Yes <input checked="" type="checkbox"/> No X                            |
|            | LEG                | Legislative Affairs Fw'd Original K to CA <input type="checkbox"/>    | 5/18/11          | Gregory A. May |                                                                         |
|            |                    | Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>        |                  |                |                                                                         |
|            | County Attorney    | NIFS Approval <input type="checkbox"/>                                |                  |                |                                                                         |
|            | County Comptroller | NIFS Approval <input checked="" type="checkbox"/>                     | 5/18/11          |                |                                                                         |
|            | County Executive   | Notarization<br>Filed with Clerk of the Leg. <input type="checkbox"/> | 5/18/11          |                |                                                                         |



## Contract Summary

|                                                                                                                                                                                                                                                                                                                                                |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Description:</b>                                                                                                                                                                                                                                                                                                                            |
| Purpose: To amend an agreement to provide legal representation on a Compliance Order and Notice of Opportunity for Hearing issued on March 31, 2011 by the United States Environmental Protection Agency ("EPA") and assigned Docket No. RCRA-02-2011-7506.                                                                                    |
| Method of Procurement: A review was conducted of the firms qualified on the Office's panel to provide services in the area of Environmental Law. Berkman Henoch, Farrell Fritz and Wilson Elser were considered. Wilson Elser partner Michael Naughton was deemed the most qualified and experienced in the area of underground storage tanks. |
| Procurement History:                                                                                                                                                                                                                                                                                                                           |
| Description of General Provisions: As described above                                                                                                                                                                                                                                                                                          |
| Impact on Funding / Price Analysis: None                                                                                                                                                                                                                                                                                                       |
| Change in Contract from Prior Procurement: None                                                                                                                                                                                                                                                                                                |
| Recommendation: approve as submitted                                                                                                                                                                                                                                                                                                           |

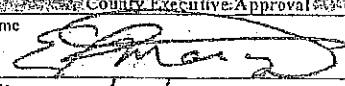
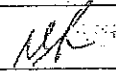
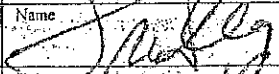
## Advisement Information

| BUDGET CODES |      | FUNDING SOURCE   |                          | AMOUNT   | LINE         | INDEX/OBJECT CODE | AMOUNT |
|--------------|------|------------------|--------------------------|----------|--------------|-------------------|--------|
| Fund:        | GEN  | Revenue Contract | <input type="checkbox"/> | XXXXXXXX | 1            | AT GEN 1100/DE502 | \$     |
| Control:     |      | County           |                          | \$       | 2            |                   | \$     |
| Resp:        | 1100 | Federal          |                          | \$       | 3            |                   | \$     |
| Object:      | 502  | State            |                          | \$       | 4            |                   | \$     |
| Transaction: |      | Capital          |                          | \$       | 5            |                   | \$     |
|              |      | Other            |                          | \$       | 6            |                   | \$     |
|              |      | <b>TOTAL</b>     |                          | \$01     | <b>TOTAL</b> |                   | \$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: 5/18/11                                                                               |
| Date: 7/24/11                                                                             | Date: 7/24/11                                                                                                           | E #: _____<br>(For Office Use Only)                                                         |



RULES RESOLUTION NO. 14 2011

A RESOLUTION AFFIRMING AN AMENDMENT TO A  
SPECIAL COUNSEL AGREEMENT ENTERED INTO BY THE  
COUNTY ATTORNEY AND WILSON ELSEER MOSKOWITZ  
EDELMAN & DICKER LLP

Passed by the Rules Committee  
Nassau County Legislature  
By Voice Vote on 6/20/11  
VOTING:  
ayes 4 nays 3 abstained 0 recused 0  
Legislators present: 7

WHEREAS, the County Attorney, has executed an amendment to a special counsel agreement with Wilson Elser Moskowitz Edelman & Dicker LLP, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, notwithstanding Nassau County Charter Section 1101, the Rules Committee of the Nassau County Legislature affirms the amendment to the special counsel agreement entered into by the County Attorney and Wilson Elser Moskowitz Edelman & Dicker LLP

RULES RESOLUTION NO. - 2011

A RESOLUTION AFFIRMING AN AMENDMENT TO A  
SPECIAL COUNSEL AGREEMENT ENTERED INTO BY THE  
COUNTY ATTORNEY AND WILSON ELSEER MOSKOWITZ  
EDELMAN & DICKER LLP

WHEREAS, the County Attorney, has executed an amendment to a special counsel agreement with Wilson Elser Moskowitz Edelman & Dicker LLP, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, notwithstanding Nassau County Charter Section 1101, the Rules Committee of the Nassau County Legislature affirms the amendment to the special counsel agreement entered into by the County Attorney and Wilson Elser Moskowitz Edelman & Dicker LLP

with

| Name                   | Office/Address                                                                             |
|------------------------|--------------------------------------------------------------------------------------------|
| Abatemarco, Tracy J    | 150 East 42nd Street New York, NY 10017-5639 US                                            |
| Adler, Debra A         | 3 Gannett Drive White Plains, NY 10604-3407 US                                             |
| Alcantar, Rebecca M    | Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US               |
| Alfieri, Lucinda H     | 3 Gannett Drive White Plains, NY 10604-3407 US                                             |
| Aralen, Jeffrey        | 150 East 42nd Street New York, NY 10017-5639 US                                            |
| Arledge, Jennifer W    | 300 South 4th Street - 11th Floor Las Vegas, NV 89101-6014 US                              |
| Bachrach, Joshua       | Independence Sq. West - The Curtis Center - Suite 1130 East Philadelphia, PA 19106-3308 US |
| Baiocco, Joseph C      | 3 Gannett Drive White Plains, NY 10604-3407 US                                             |
| Baldwin, Shelly L      | 150 East 42nd Street New York, NY 10017-5639 US                                            |
| Baloy, Donna Marie     | 3 Gannett Drive White Plains, NY 10604-3407 US                                             |
| Barry, Jeanne A        | 1010 Washington Boulevard Stamford, CT 06901 US                                            |
| Beckelman, Michael S   | 5847 San Felipe - Suite 2300 Houston, TX 77057-4033 US                                     |
| Berg, Rebecca W        | 150 East 42nd Street New York, NY 10017-5639 US                                            |
| Bergman, Arlene        | 150 East 42nd Street New York, NY 10017-5639 US                                            |
| Berns, Robert A.       | 33 Washington Street Newark, NJ 07102-3017 US                                              |
| Bernstock, Christine A | 150 East 42nd Street New York, NY 10017-5639 US                                            |
| Beron, Helmut          | 3 Gannett Drive White Plains, NY 10604-3407 US                                             |
| Betke II, Alexander L  | 677 Broadway Albany, NY 12207-2996 US                                                      |
| Bialek, Adam R         | 150 East 42nd Street New York, NY 10017-5639 US                                            |
| Bienstock, Martin      | 677 Broadway Albany, NY 12207-2996 US                                                      |
| Bilger, L Victor       | 555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US                            |
| Billek, Maxwell L      | 33 Washington Street Newark, NJ 07102-3017 US                                              |
| Blair, Kimberly E      | 55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US                               |
| Bogaert, William T     | 260 Franklin Street - 14th Floor Boston, MA 02110-3112 US                                  |
| Bolechowski, Michael W | 525 Market Street - 17th Floor San Francisco, CA 94105-2725 US                             |
| Bottari, Paul J        | 150 East 42nd Street New York, NY 10017-5639 US                                            |
| Boule, Eugene T        | 150 East 42nd Street New York, NY 10017-5639 US                                            |
| Boulhosa, Michael      | 3 Gannett Drive White Plains, NY 10604-3407 US                                             |
| Brennan, Lawrence B    | 150 East 42nd Street New York, NY 10017-5639 US                                            |
| Brett, Harry P         | 3 Gannett Drive White Plains, NY 10604-3407 US                                             |
| Brisbin, Michael K     | 525 Market Street - 17th Floor San Francisco, CA 94105-2725 US                             |
| Brown, Christopher D   | 100 Southeast Second Street - Suite 3800 Miami, FL 33131-2126 US                           |
| Brown, James S         | 150 East 42nd Street New York, NY 10017-5639 US                                            |
| Brown, Kenneth M       | 33 Washington Street Newark, NJ 07102-3017 US                                              |
| Brown, Stephen P       | 1010 Washington Boulevard Stamford, CT 06901 US                                            |
| Bryn, Sean M           | 555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US                            |
| Bucci, Gregg           | 3 Gannett Drive White Plains, NY 10604-3407 US                                             |
| Burd, James M          | 100 Mallard Creek Road - Suite 400A Louisville, KY 40207 US                                |
| Burke, James F         | 3 Gannett Drive White Plains, NY 10604-3407 US                                             |
| Bushner, Ronald S      | 525 Market Street - 17th Floor San Francisco, CA 94105-2725 US                             |
| Bussey III, John W     | 105 East Robinson Street - 4th Floor Orlando, FL 32801 US                                  |
| Caiazzo, Nicholas R    | 150 East 42nd Street New York, NY 10017-5639 US                                            |
| Cameron, Lee L         | Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US               |
| Castoria, Louis H      | 525 Market Street - 17th Floor San Francisco, CA 94105-2725 US                             |
| Cata, Ricardo J.       | 100 Southeast Second Street - Suite 3800 Miami, FL 33131-2126 US                           |
| Cawley, Michael J      | Independence Sq. West - The Curtis Center - Suite 1130 East Philadelphia, PA 19106-3308 US |
| Charles, Rose M        | 150 East 42nd Street New York, NY 10017-5639 US                                            |
| Cheng, Eric G.         | 3 Gannett Drive White Plains, NY 10604-3407 US                                             |
| Cherry, Thomas R       | 3 Gannett Drive White Plains, NY 10604-3407 US                                             |
| Clark, Douglas S       | 677 Broadway Albany, NY 12207-2996 US                                                      |
| Clemente, Salvatore A  | Independence Sq. West - The Curtis Center - Suite 1130 East Philadelphia, PA 19106-3308 US |
| Clifford, John R       | 655 West Broadway Suite 900 San Diego, CA 92101-8484 US                                    |
| Coffey, Michael W      | 3 Gannett Drive White Plains, NY 10604-3407 US                                             |
| Cohen, Laurie T        | 677 Broadway Albany, NY 12207-2996 US                                                      |
| Collins, J. Price      | Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US               |
| Colombo, Sherril M     | 100 Southeast Second Street - Suite 3800 Miami, FL 33131-2126 US                           |
| Contino, Victoria M    | 677 Broadway Albany, NY 12207-2996 US                                                      |
| Coon, Timothy P        | 3 Gannett Drive White Plains, NY 10604-3407 US                                             |
| Corless, Thomas C      | 555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US                            |
| Corlelo, Anthony B     | 1010 Washington Boulevard Stamford, CT 06901 US                                            |
| Cushing, Kym S         | 300 South 4th Street - 11th Floor Las Vegas, NV 89101-6014 US                              |
| Dandelles, Stefan R    | 55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US                               |
| D'angelo, Vincent      | 555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US                            |
| Das, Anjali C          | 55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US                               |
| D'Avanzo, Joseph A     | 3 Gannett Drive White Plains, NY 10604-3407 US                                             |
| Deaver, James T.h.     | 150 East 42nd Street New York, NY 10017-5639 US                                            |

|                           |                                                                                            |
|---------------------------|--------------------------------------------------------------------------------------------|
| Del Gallo, Brian          | 1010 Washington Boulevard Stamford, CT 06901 US                                            |
| DeL Gregory J             | 150 East 42nd Street New York, NY 10017-5639 US                                            |
| Dennenberg Deborah J      | 150 East 42nd Street New York, NY 10017-5639 US                                            |
| Deniston, Martin K        | 555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US                            |
| Derisco, Donald G         | 3 Gannett Drive White Plains, NY 10604-3407 US                                             |
| Despotakis, Constantine A | 3 Gannett Drive White Plains, NY 10604-3407 US                                             |
| Dimarco, Erik C           | 150 East 42nd Street New York, NY 10017-5639 US                                            |
| Donovan, James P          | 3 Gannett Drive White Plains, NY 10604-3407 US                                             |
| Donovan, Kevin C          | 33 Washington Street Newark, NJ 07102-3017 US                                              |
| Dopson, Genese K          | 525 Market Street - 17th Floor San Francisco, CA 94105-2725 US                             |
| Dougherty, Eugene P       | 555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US                            |
| Dryer, Jonathan           | Independence Sq. West - The Curtis Center - Suite 1130 East Philadelphia, PA 19106-3308 US |
| Dudley, Susannah M        | 555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US                            |
| Edwards, Michael M        | 300 South 4th Street - 11th Floor Las Vegas, NV 89101-6014 US                              |
| Eichhorn, Donald P        | 525 Market Street - 17th Floor San Francisco, CA 94105-2725 US                             |
| Eisen, David S            | 555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US                            |
| Eisler, Mark D            | Independence Sq. West - The Curtis Center - Suite 1130 East Philadelphia, PA 19106-3308 US |
| Ellick, Ross J            | 3 Gannett Drive White Plains, NY 10604-3407 US                                             |
| Endick, Marshal           | 150 East 42nd Street New York, NY 10017-5639 US                                            |
| Enger, William K          | 555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US                            |
| Evans, Julie Robin        | 150 East 42nd Street New York, NY 10017-5639 US                                            |
| Fedullo, Rochelle M       | Independence Sq. West - The Curtis Center - Suite 1130 East Philadelphia, PA 19106-3308 US |
| Feinberg, Glen S          | 3 Gannett Drive White Plains, NY 10604-3407 US                                             |
| Feuer, Charles M          | 3 Gannett Drive White Plains, NY 10604-3407 US                                             |
| Fiedel, Alan              | 100 Southeast Second Street - Suite 3800 Miami, FL 33131-2126 US                           |
| Flanagan, Christopher P   | 260 Franklin Street - 14th Floor Boston, MA 02110-3112 US                                  |
| Flannery, John M          | 3 Gannett Drive White Plains, NY 10604-3407 US                                             |
| Flores, Daniel F          | 33 Washington Street Newark, NJ 07102-3017 US                                              |
| Francoeur, Joseph L       | 150 East 42nd Street New York, NY 10017-5639 US                                            |
| Freeman, Nicholas D       | 105 East Robinson Street - 4th Floor Orlando, FL 32801 US                                  |
| Friedberg, Alan           | 3 Gannett Drive White Plains, NY 10604-3407 US                                             |
| Fuerth, Glenn J           | 150 East 42nd Street New York, NY 10017-5639 US                                            |
| Gallagher, Lorraine E J   | 3 Gannett Drive White Plains, NY 10604-3407 US                                             |
| Gallo, Joseph A           | 33 Washington Street Newark, NJ 07102-3017 US                                              |
| Gambardella, Thomas       | 3 Gannett Drive White Plains, NY 10604-3407 US                                             |
| Gambino, Mary E           | 525 Market Street - 17th Floor San Francisco, CA 94105-2725 US                             |
| Gandy, William G          | 8444 Westpark Drive - Suite 510 McLean, VA 22102-5102 US                                   |
| Gardner, Gary A           | 150 East 42nd Street New York, NY 10017-5639 US                                            |
| Garson, Edward P          | 525 Market Street - 17th Floor San Francisco, CA 94105-2725 US                             |
| Gaynor, Alan S            | 150 East 42nd Street New York, NY 10017-5639 US                                            |
| Gebhardt, Robert C        | 525 Market Street - 17th Floor San Francisco, CA 94105-2725 US                             |
| Gehlhar, Bernard          | 525 Market Street - 17th Floor San Francisco, CA 94105-2725 US                             |
| Geraghty, Patrick D       | 3 Gannett Drive White Plains, NY 10604-3407 US                                             |
| Geroulo, Mary Jean        | Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US               |
| Giannetta, Cathleen A     | 3 Gannett Drive White Plains, NY 10604-3407 US                                             |
| Gilmore, Ashley F         | Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US               |
| Goldner, Anthony M        | 55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US                               |
| Golson, Patricia A        | 555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US                            |
| Goodson, Robert W         | 700 11th Street, NW, Suite 400 Washington, DC 20001 US                                     |
| Graffeo, Allison R        | 150 East 42nd Street New York, NY 10017-5639 US                                            |
| Gunning, Robert T         | 33 Washington Street Newark, NJ 07102-3017 US                                              |
| Hackett, Colin P          | 33 Washington Street Newark, NJ 07102-3017 US                                              |
| Hagen, Gregory D          | 655 West Broadway Suite 900 San Diego, CA 92101-8484 US                                    |
| Haimowitz, Aaron R        | 150 East 42nd Street New York, NY 10017-5639 US                                            |
| Hanlon, Joseph T          | 33 Washington Street Newark, NJ 07102-3017 US                                              |
| Hanrahan, Catherine A     | 700 11th Street, NW, Suite 400 Washington, DC 20001 US                                     |
| Harding, Jacqueline       | 555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US                            |
| Harris, Theresa M         | 150 East 42nd Street New York, NY 10017-5639 US                                            |
| Harrison, Robert W        | 655 West Broadway Suite 900 San Diego, CA 92101-8484 US                                    |
| Heitman, Jennifer S       | 3 Gannett Drive White Plains, NY 10604-3407 US                                             |
| Heller, Bennett R         | 55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US                               |
| Henderson, John R         | Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US               |
| Herlihy, Thomas M         | 525 Market Street - 17th Floor San Francisco, CA 94105-2725 US                             |
| Heubel, Gerard J          | 3 Gannett Drive White Plains, NY 10604-3407 US                                             |
| Higgins, Sean M           | 5847 San Felipe - Suite 2300 Houston, TX 77057-4033 US                                     |
| Hirsch, Irving B          | 150 East 42nd Street New York, NY 10017-5639 US                                            |
| Hoang, Arlene N           | 555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US                            |

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|----------------------------|--------------------------------------------------------------------------------------------|
| Hoffman, Jerry S           | 677 Broadway Albany, NY 12207-2996 US                                                      |
| Holmes, David M            | 55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US                               |
| Hopkinson Kelly, Barbara A | 33 Washington Street Newark, NJ 07102-3017 US                                              |
| Horres Jr., E. Stratton    | Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US               |
| Hyacinthe, Sylvère M       | 3 Gannett Drive White Plains, NY 10604-3407 US                                             |
| Hyland, Thomas             | 150 East 42nd Street New York, NY 10017-5639 US                                            |
| Isaacsohn, Louis J         | Independence Sq. West - The Curtis Center - Suite 1130 East Philadelphia, PA 19106-3308 US |
| Jast, Raymond J            | 55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US                               |
| Jeffers, Darrell E         | 677 Broadway Albany, NY 12207-2996 US                                                      |
| Jenkins, Walter S          | Independence Sq. West - The Curtis Center - Suite 1130 East Philadelphia, PA 19106-3308 US |
| Jennings, Gerald J         | 677 Broadway Albany, NY 12207-2996 US                                                      |
| Joffe, Steven J            | 555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US                            |
| Jones, Mark M              | 8444 Westpark Drive - Suite 510 McLean, VA 22102-5102 US                                   |
| Jordan, Laura B            | 3 Gannett Drive White Plains, NY 10604-3407 US                                             |
| Kachadoorian, James W      | 3 Gannett Drive White Plains, NY 10604-3407 US                                             |
| Kahn, David S              | 300 South 4th Street - 11th Floor Las Vegas, NV 89101-6014 US                              |
| Kahn, Gregg S              | 33 Washington Street Newark, NJ 07102-3017 US                                              |
| Kantrow, Josh M            | 55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US                               |
| Karlovich, Susan           | 33 Washington Street Newark, NJ 07102-3017 US                                              |
| Karp, Paul J               | 150 East 42nd Street New York, NY 10017-5639 US                                            |
| Katz, Bruno W              | 655 West Broadway Suite 900 San Diego, CA 92101-8484 US                                    |
| Kauffman, Nicholas J       | 150 East 42nd Street New York, NY 10017-5639 US                                            |
| Kavanagh, Kevin T          | Independence Sq. West - The Curtis Center - Suite 1130 East Philadelphia, PA 19106-3308 US |
| Kelly, Patrick M           | 555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US                            |
| Kelly, Robert E            | Independence Sq. West - The Curtis Center - Suite 1130 East Philadelphia, PA 19106-3308 US |
| Kent, Steven S             | 150 East 42nd Street New York, NY 10017-5639 US                                            |
| King, Kathie D             | Independence Sq. West - The Curtis Center - Suite 1130 East Philadelphia, PA 19106-3308 US |
| Kipnis, Adam J             | St. Paul Plaza - 200 St. Paul Place - Suite 2530 Baltimore, MD 21202-2004 US               |
| Kirpalani, Maynard M       | 260 Franklin Street - 14th Floor Boston, MA 02110-3112 US                                  |
| Klein, Richard S           | 150 East 42nd Street New York, NY 10017-5639 US                                            |
| Knopf, Fred N              | 3 Gannett Drive White Plains, NY 10604-3407 US                                             |
| Koba, Nancy Quinn          | 3 Gannett Drive White Plains, NY 10604-3407 US                                             |
| Krause, Paul D             | 700 11th Street, NW, Suite 400 Washington, DC 20001 US                                     |
| Krauss, Kurt W             | 33 Washington Street Newark, NJ 07102-3017 US                                              |
| Krauss, William P          | 33 Washington Street Newark, NJ 07102-3017 US                                              |
| Kunowski, Herbert P        | 555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US                            |
| Kuzniar, Jason M           | 55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US                               |
| Laird, Joseph              | 150 East 42nd Street New York, NY 10017-5639 US                                            |
| Larkin, Peter J            | 3 Gannett Drive White Plains, NY 10604-3407 US                                             |
| Latimer, Walter G          | 100 Southeast Second Street - Suite 3800 Miami, FL 33131-2126 US                           |
| Lauricella, Peter A        | 677 Broadway Albany, NY 12207-2996 US                                                      |
| Le Montree, Darren B       | 555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US                            |
| Ledyin, Mark G             | 3 Gannett Drive White Plains, NY 10604-3407 US                                             |
| Lee, John C                | 555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US                            |
| Leghorn, Thomas            | 150 East 42nd Street New York, NY 10017-5639 US                                            |
| Leighton Jr, Joseph F      | 260 Franklin Street - 14th Floor Boston, MA 02110-3112 US                                  |
| Lerner, Richard            | 150 East 42nd Street New York, NY 10017-5639 US                                            |
| Lesko, Robert P            | 33 Washington Street Newark, NJ 07102-3017 US                                              |
| Levasseur, Guy J           | 3 Gannett Drive White Plains, NY 10604-3407 US                                             |
| Levine, Tori S             | Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US               |
| Levy, Jay W                | 3 Gannett Drive White Plains, NY 10604-3407 US                                             |
| Lubin, Rory L              | 3 Gannett Drive White Plains, NY 10604-3407 US                                             |
| Lum, Larry                 | 150 East 42nd Street New York, NY 10017-5639 US                                            |
| Mahoney, Matthew S         | 33 Washington Street Newark, NJ 07102-3017 US                                              |
| Malfa, Frances             | 150 East 42nd Street New York, NY 10017-5639 US                                            |
| Manchisi, Francis P        | 3 Gannett Drive White Plains, NY 10604-3407 US                                             |
| Manisero, Thomas R         | 3 Gannett Drive White Plains, NY 10604-3407 US                                             |
| Marangas, Theresa B        | 677 Broadway Albany, NY 12207-2996 US                                                      |
| Marcellino, Stephen        | 3 Gannett Drive White Plains, NY 10604-3407 US                                             |
| Marrello, Lisa M           | 677 Broadway Albany, NY 12207-2996 US                                                      |
| Mazzola, Jean-Claude       | 150 East 42nd Street New York, NY 10017-5639 US                                            |
| McDonough, Sean M          | 105 East Robinson Street - 4th Floor Orlando, FL 32801 US                                  |
| McGann, John P             | 150 East 42nd Street New York, NY 10017-5639 US                                            |
| McGovern, Joseph A. h.     | 3 Gannett Drive White Plains, NY 10604-3407 US                                             |
| McLean, Mary Ann           | 677 Broadway Albany, NY 12207-2996 US                                                      |
| McMahon, Daniel J          | 55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US                               |
| Meisels, Peter A           | 3 Gannett Drive White Plains, NY 10604-3407 US                                             |

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| Wicks, George M          | Gannett Drive White Plains, NY 10604-3407 US                                               |
| Wormelstein, Richard     | 3 Gannett Drive White Plains, NY 10604-3407 US                                             |
| Waller, Juan A           | 3 Gannett Drive White Plains, NY 10604-3407 US                                             |
| Wheeler, Carey B         | 555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US                            |
| Wong, John D             | 3 Gannett Drive White Plains, NY 10604-3407 US                                             |
| Moskowitz, Harold J      | 150 East 42nd Street New York, NY 10017-5639 US                                            |
| Murray Jr, Thomas F      | 55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US                               |
| Nally, Sean P            | 525 Market Street - 17th Floor San Francisco, CA 94105-2725 US                             |
| Naughton, Michael J      | 33 Washington Street Newark, NJ 07102-3017 US                                              |
| NeJame, Samir            | 677 Broadway Albany, NY 12207-2996 US                                                      |
| Nelson, Stephen L        | 525 Market Street - 17th Floor San Francisco, CA 94105-2725 US                             |
| Noah Jr., R Douglas      | Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US               |
| Novay, Christian T       | 55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US                               |
| Novolny, F. Douglas      | 677 Broadway Albany, NY 12207-2996 US                                                      |
| Nugent, Lori S           | 55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US                               |
| O'Brien, H Michael       | 3 Gannett Drive White Plains, NY 10604-3407 US                                             |
| O'Brien, James F         | 3 Gannett Drive White Plains, NY 10604-3407 US                                             |
| O'Connor, Carolyn F      | 33 Washington Street Newark, NJ 07102-3017 US                                              |
| Oelsner, Richard S       | 3 Gannett Drive White Plains, NY 10604-3407 US                                             |
| O'Gorman, Edward J       | 3 Gannett Drive White Plains, NY 10604-3407 US                                             |
| Ottobruno, Lois K        | 150 East 42nd Street New York, NY 10017-5639 US                                            |
| Pak, Dennis J            | 150 East 42nd Street New York, NY 10017-5639 US                                            |
| Parminster, Steven R     | 555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US                            |
| Perkins, Joseph T        | 677 Broadway Albany, NY 12207-2996 US                                                      |
| Pernicone, Carl J        | 150 East 42nd Street New York, NY 10017-5639 US                                            |
| Pisano, George A         | 555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US                            |
| Piscitelli, Anthony P    | 677 Broadway Albany, NY 12207-2996 US                                                      |
| Pollard, Bryan D         | Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US               |
| Pomerantz, Frederick J   | 150 East 42nd Street New York, NY 10017-5639 US                                            |
| Porter, Richard B        | 150 East 42nd Street New York, NY 10017-5639 US                                            |
| Press, Michelle R        | 555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US                            |
| Publicover, Adrienne C   | 525 Market Street - 17th Floor San Francisco, CA 94105-2725 US                             |
| Quaranta, Philip         | 3 Gannett Drive White Plains, NY 10604-3407 US                                             |
| Quinn, Thomas F          | 33 Washington Street Newark, NJ 07102-3017 US                                              |
| Rabinowitz, Wayne I      | 3 Gannett Drive White Plains, NY 10604-3407 US                                             |
| Ramirez, Jorge A         | 300 South 4th Street - 11th Floor Las Vegas, NV 89101-6014 US                              |
| Rehberger, James S       | 33 Washington Street Newark, NJ 07102-3017 US                                              |
| Rilina, William J        | 33 Washington Street Newark, NJ 07102-3017 US                                              |
| Ritter, Jodi B           | 3 Gannett Drive White Plains, NY 10604-3407 US                                             |
| Roarke, Robert F         | 3 Gannett Drive White Plains, NY 10604-3407 US                                             |
| Robinson, Ralph          | 525 Market Street - 17th Floor San Francisco, CA 94105-2725 US                             |
| Rockas, George C         | 260 Franklin Street - 14th Floor Boston, MA 02110-3112 US                                  |
| Roer, Ricki Ellen        | 150 East 42nd Street New York, NY 10017-5639 US                                            |
| Rosen Semlies, Lori      | 3 Gannett Drive White Plains, NY 10604-3407 US                                             |
| Rosen, Adam B            | 150 East 42nd Street New York, NY 10017-5639 US                                            |
| Rosenberg, Philip        | 677 Broadway Albany, NY 12207-2996 US                                                      |
| Ross, David M            | 700 11th Street, NW, Suite 400 Washington, DC 20001 US                                     |
| Ross, Mathew P           | 3 Gannett Drive White Plains, NY 10604-3407 US                                             |
| Rothmann, Rebecca M      | 55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US                               |
| Rowland, Stacey B        | 677 Broadway Albany, NY 12207-2996 US                                                      |
| Rubenstein, Richard H    | 150 East 42nd Street New York, NY 10017-5639 US                                            |
| Russell, Angela Williams | St. Paul Plaza - 200 St. Paul Place - Suite 2530 Baltimore, MD 21202-2004 US               |
| Russo, Theresa M         | 677 Broadway Albany, NY 12207-2996 US                                                      |
| Sandhaas, Jill T         | 677 Broadway Albany, NY 12207-2996 US                                                      |
| Sandza, Elizabeth B      | 700 11th Street, NW, Suite 400 Washington, DC 20001 US                                     |
| Santoni, Cynthia L       | 8444 Westpark Drive - Suite 510 McLean, VA 22102-5102 US                                   |
| Sauter, Eric J           | 3 Gannett Drive White Plains, NY 10604-3407 US                                             |
| Schaffer, Scott R        | 150 East 42nd Street New York, NY 10017-5639 US                                            |
| Schexnayder, Martin S    | 5847 San Felipe - Suite 2300 Houston, TX 77057-4033 US                                     |
| Schlom, Curt J           | 55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US                               |
| Schouest, John L         | 5847 San Felipe - Suite 2300 Houston, TX 77057-4033 US                                     |
| Scott, Kenneth           | Independence Sq. West - The Curtis Center - Suite 1130 East Philadelphia, PA 19106-3308 US |
| Shapiro, Kenneth L       | 677 Broadway Albany, NY 12207-2996 US                                                      |
| Sheehan, Timothy J       | 3 Gannett Drive White Plains, NY 10604-3407 US                                             |
| Sheffer, David S         | 150 East 42nd Street New York, NY 10017-5639 US                                            |
| Shenker, Cynthia D       | 677 Broadway Albany, NY 12207-2996 US                                                      |
| Shepperd, John R         | 5847 San Felipe - Suite 2300 Houston, TX 77057-4033 US                                     |

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|------------------------|--------------------------------------------------------------------------------------------|
| Skarman, Renee J       | 33 Washington Street Newark, NJ 07102-3017 US                                              |
| Smith, Sandra M        | 3 Gannett Drive White Plains, NY 10604-3407 US                                             |
| Spitalotto, Thomas M   | Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US               |
| Spolzino, Robert A     | 3 Gannett Drive White Plains, NY 10604-3407 US                                             |
| Staley, Lee H          | 5847 San Felipe - Suite 2300 Houston, TX 77057-4033 US                                     |
| Stankowski, James A    | 555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US                            |
| Steccato, Carl L       | 150 East 42nd Street New York, NY 10017-5639 US                                            |
| Steel, Laura N         | 700 11th Street, NW, Suite 400 Washington, DC 20001 US                                     |
| Stevens, Michael N     | 150 East 42nd Street New York, NY 10017-5639 US                                            |
| Stewart, Ian A         | 555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US                            |
| Stimmel, Linda M       | Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US               |
| Stopnik, Scott H       | 150 East 42nd Street New York, NY 10017-5639 US                                            |
| Strasius, Anthony P    | 100 Southeast Second Street - Suite 3800 Miami, FL 33131-2126 US                           |
| Sullivan, John W       | 150 East 42nd Street New York, NY 10017-5639 US                                            |
| Takacs, Michael S      | Independence Sq. West - The Curtis Center - Suite 1130 East Philadelphia, PA 19106-3308 US |
| Testa, Wendy D         | Independence Sq. West - The Curtis Center - Suite 1130 East Philadelphia, PA 19106-3308 US |
| Thomas, Mark W         | 677 Broadway Albany, NY 12207-2996 US                                                      |
| Thorne, Sheri M        | 300 South 4th Street - 11th Floor Las Vegas, NV 89101-6014 US                              |
| Thurston, James K      | 55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US                               |
| Tillem, David L        | 3 Gannett Drive White Plains, NY 10604-3407 US                                             |
| Tobin, Thomas W        | 3 Gannett Drive White Plains, NY 10604-3407 US                                             |
| Tompkins II, George N  | 150 East 42nd Street New York, NY 10017-5639 US                                            |
| Tone, Michael P        | 55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US                               |
| Topping, Joanna M      | 3 Gannett Drive White Plains, NY 10604-3407 US                                             |
| Tumbarello, Phillip    | 3 Gannett Drive White Plains, NY 10604-3407 US                                             |
| Tyrie, James P         | 150 East 42nd Street New York, NY 10017-5639 US                                            |
| Vignali, Rosario M     | 3 Gannett Drive White Plains, NY 10604-3407 US                                             |
| Vittori, Michael L     | 55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US                               |
| Vogel, Harold S        | 100 Southeast Second Street - Suite 3800 Miami, FL 33131-2126 US                           |
| Wallace, Robert B      | 700 11th Street, NW, Suite 400 Washington, DC 20001 US                                     |
| Waters, Jason R        | 8444 Westpark Drive - Suite 510 McLean, VA 22102-5102 US                                   |
| Waters, Kelly A        | 33 Washington Street Newark, NJ 07102-3017 US                                              |
| Weber, Robert          | 3 Gannett Drive White Plains, NY 10604-3407 US                                             |
| Ween, Martin M         | 150 East 42nd Street New York, NY 10017-5639 US                                            |
| Whiteman, Brian J      | 33 Washington Street Newark, NJ 07102-3017 US                                              |
| Wilkinson, Kathleen D  | Independence Sq. West - The Curtis Center - Suite 1130 East Philadelphia, PA 19106-3308 US |
| Williams, Walter L     | 8444 Westpark Drive - Suite 510 McLean, VA 22102-5102 US                                   |
| Wills, Linda P         | 5847 San Felipe - Suite 2300 Houston, TX 77057-4033 US                                     |
| Wilson Jr, Thomas W    | 150 East 42nd Street New York, NY 10017-5639 US                                            |
| Wingertzahn, William M | 3 Gannett Drive White Plains, NY 10604-3407 US                                             |
| Witz, Thomas M         | 677 Broadway Albany, NY 12207-2996 US                                                      |
| Wright, Nancy V        | 150 East 42nd Street New York, NY 10017-5639 US                                            |
| Young, Robert          | 555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US                            |
| Young, Steven L        | 3 Gannett Drive White Plains, NY 10604-3407 US                                             |

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: Wilson Elser Moskowitz Edelman & Dicker LLP (EPA)  
CLAT11000008

CONTRACTOR ADDRESS: 666 Old Country Road, Garden City, NY 11530

FEDERAL TAX ID# 132679447

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

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

II. ☐ The contractor was selected pursuant to a Request for Proposals. The Contract was entered into after a written request for proposals was issued on \_\_\_\_\_ [date]. Potential proposers were made aware of the availability of the RFP by \_\_\_\_\_ [newspaper advertisement, posting on website, mailing, etc.]. \_\_\_\_\_ [#] of potential proposers requested copies of the RFP. Proposals were due on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] proposals were received and evaluated. The evaluation committee consisted of: \_\_\_\_\_

\_\_\_\_\_ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.



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

The contract was originally executed by Nassau County on October 8, 2010 and later amended. This is an amendment within the scope of the RFQ. A review was conducted of the firms qualified on the Office's panel to provide services in the area of Environmental Law. Berkman Henoch, Farrell Fritz and Wilson Elser were considered. Wilson Elser partner Michael Naughton was deemed the most qualified and experienced in the area of underground storage tanks.

**IV. Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received.**

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.

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.

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.

*John Ciampoli by Lisa Soler*  
John Ciampoli, County Attorney

5/16/11  
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. 02/04

AMENDMENT NO. 2

AMENDMENT, dated as of May \_\_, 2011 together with any appendix, schedule or exhibit, if any (this "Amendment"), between (i) the Nassau County Attorney on behalf of Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County") and (ii) Wilson Elser Moskowitz Edelman & Dicker LLP having its principal office at 666 Old Country Road, Suite 510 Garden City New York 11530 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQAT10000033 between the County and Counsel, executed on behalf of the County on October 8, 2010 and as amended thereafter (the "Original Agreement"), Counsel provides legal services to the County in connection with litigation known as the HAVA cases, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, the term of the Original Agreement is from August 1, 2010 until July 31, 2011 (the "Original Term");

WHEREAS; the maximum amount that the County agreed to reimburse Counsel for Services under the Original Agreement, as full compensation for the Services, is Two Hundred and Seventy-five Thousand Dollars (\$275,000.00) (the "Maximum Amount"); and

WHEREAS; the County and Counsel desire to amend the Services.

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

1. Services. In addition to the Services set forth in the Original Agreement and beginning on May 1, 2011, Counsel shall represent the County in all proceedings and matters related to a complaint known as Compliance Order and Notice of Opportunity for Hearing issued on March 31, 2011 by the United States Environmental Protection Agency ("EPA") and assigned Docket No. RCRA-02-2011-7506.

2. Term. The Original Term shall be extended for the period of time necessary to resolve the EPA matter, which period is anticipated to be two years.

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

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

WILSON ELSEER MOSKOWITZ EDELMAN & DICKER LLP

By: [Signature]  
Name: ROBERT A. SPALZINO  
Title: PARTNER  
Date: 5/16/11

NASSAU COUNTY

By: [Signature]  
Name: John Ciampoli  
Title: County Attorney  
Date: \_\_\_\_\_

By: [Signature]  
Name: Edward R. Walker  
Title: County Executive  
☒ Deputy County Executive  
Date: 7/25/11

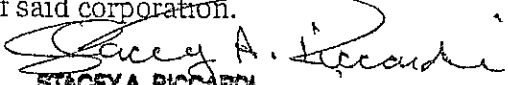
PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:  
COUNTY OF ~~NASSAU~~ Westchester

On the 16<sup>th</sup> day of May in the year 2011 before me personally came Robert Spolano to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Westchester; that he or she is the Partner of Wilson, Elser, Makasitz, Silver, 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

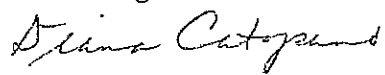
  
STACEY A. RICCARDI  
NOTARY PUBLIC, State of New York  
No. 01RI5087154  
Qualified in Westchester County  
Commission Expires: 10/27/09 2013

STATE OF NEW YORK)

)ss.:  
COUNTY OF NASSAU )

On the 8<sup>th</sup> day of September in the year 2011 before me personally came JOHN CIAMPOLI to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is the **County Attorney of Nassau County**, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Law.

NOTARY PUBLIC


  
DIANA CATAPANO  
NOTARY PUBLIC, STATE OF NEW YORK  
NO. 01CA6089854  
QUALIFIED IN NASSAU COUNTY  
COMMISSION EXPIRES MAR. 31, 2015

STATE OF NEW YORK)

)ss.:  
COUNTY OF NASSAU )

On the 25 day of July in the year 2011 before me personally came Richard L. Walker to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of NASSAU; that he or she is a **Deputy County Executive** of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

  
DOREEN R. PENNICA  
NOTARY PUBLIC  
STATE OF NEW YORK  
COMMISSION NO. 01PE6178832  
EXPIRES 7/23/2015

Contract ID#: CQAT10000033


 Certified Contract  
 received on 03/18/2013
Department: County Attorney

## Contract Details

SERVICES: Special Counsel

**E-31-13**NIFS ID #: CLAT13000004 NIFS Entry Date: 12/21/2012 Term: from August 1, 2010 - Completion

|                                                               |
|---------------------------------------------------------------|
| New <input type="checkbox"/> Renewal <input type="checkbox"/> |
| Amendment # 3 <input checked="" 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 <input checked="" type="checkbox"/> |
| 2) Comptroller Approval Form Attached:           | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/>            |
| 3) CSEA Agmt. § 32 Compliance Attached:          | Yes <input type="checkbox"/>            | No <input checked="" type="checkbox"/> |
| 4) Vendor Ownership & Mgmt. Disclosure Attached: | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/>            |
| 5) Insurance Required                            | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/>            |

## Agency Information

| Vendor                                                                      |                                                         |
|-----------------------------------------------------------------------------|---------------------------------------------------------|
| Name<br>Wilson Elser Moskowitz<br>Edelman & Dicker LLP                      | Vendor ID#<br>132679447                                 |
| Address<br>666 Old Country Road<br>Suite 510<br>Garden City, New York 11530 | Contact Person<br>Robert A. Spolzino, Esq.<br><br>Phone |

| County Department                                     |  |
|-------------------------------------------------------|--|
| Department Contact<br>Daniel Gregware                 |  |
| Address<br>One West Street<br>Mineola, New York 11501 |  |
| Phone<br>(516) 571-1675                               |  |

## Routing Slip

| DATE<br>Rec'd | DEPARTMENT         | Internal Verification                                                                 | DATE<br>App'd &<br>Fwd | SIGNATURE |  |
|---------------|--------------------|---------------------------------------------------------------------------------------|------------------------|-----------|--|
|               | Department         | NIFS Entry (Dept)<br>NIFS Appvl (Dept. Head)                                          |                        |           |  |
|               | OMB                | NIFS Approval                                                                         | 1/21/13                |           |  |
| 1/10/13       | County Attorney    | CA RE&I Verification                                                                  | 1/10/13                |           |  |
|               | County Attorney    | CA Approval as to form                                                                | 01/10/2013             |           |  |
|               | LEG                | Legislative Affairs<br>Rules <input type="checkbox"/> / Leg. <input type="checkbox"/> | 1/22/2013              |           |  |
|               | County Attorney    | NIFS Approval                                                                         | 02/06/2013             |           |  |
|               | County Comptroller | NIFS Approval                                                                         | 2/22/13                |           |  |
|               | County Executive   | Notarization<br>Filed with Clerk of the Leg.                                          | 1/23/13                |           |  |



## Contract Summary

**Description: Amendment # 3**

**Purpose:** Amendment to an existing contract to add money and services to an existing contract. The new services are to represent the County in litigation related to asbestos claims from working in the Nassau County Coliseum. The existing services are related to representing the County in the HAVA cases and with EPA matters.

**Method of Procurement:** For this amendment, the County issued an RFP to represent the County in litigation related to asbestos claims from working in the Nassau County Coliseum. Four firms responded to the RFP. They were Wilson Elser, Rigano, LLC, Monfort Hearly McGuire & Salley, and Patton Boggs, LLP. Wilson Elser was selected.

**Procurement History:** The original contract was procured through a review that was conducted of the firms qualified on the Office's panel to provide services in the area of Environmental Law. Berkman Henoch, Farrell Fritz and Wilson Elser were considered. Wilson Elser partner Michael Naughton was deemed the most qualified and experienced in the area of underground storage tanks. The amendment to add the HAVA cases was procured by interviewing Jaspan Schlesinger LLP, Leventhal & Sliney LLP and Wilson Elser LLP. Wilson Elser was selected based upon their experience and outstanding qualifications in the area of Elections Law and the Voting Rights Act.

**Description of General Provisions:** As described above.

**Impact on Funding / Price Analysis:** \$250,000.00

**Change in Contract from Prior Procurement:** N/A

**Recommendation:** approve as submitted

## Advisement Information

| BUDGET CODES |       |
|--------------|-------|
| Fund:        | GEN   |
| Control:     | AT    |
| Resp:        | 1100  |
| Object:      | DE502 |
| Transaction: |       |

| RENEWAL    |  |
|------------|--|
| % Increase |  |
| % Decrease |  |

| FUNDING SOURCE                            | AMOUNT              |
|-------------------------------------------|---------------------|
| Revenue Contract <input type="checkbox"/> | XXXXXXXX            |
| County                                    | \$250,000.00        |
| Federal                                   | \$                  |
| State                                     | \$                  |
| Capital                                   | \$                  |
| Other                                     | \$                  |
| <b>TOTAL</b>                              | <b>\$250,000.00</b> |

| LINE         | INDEX/OBJECT CODE | AMOUNT              |
|--------------|-------------------|---------------------|
| 1            | AT GEN 1100/DE502 | \$250,000.00        |
| 2            |                   | \$                  |
| 3            |                   | \$                  |
| 4            |                   | \$                  |
| 5            |                   | \$                  |
| 6            |                   | \$                  |
| <b>TOTAL</b> |                   | <b>\$250,000.00</b> |

Document Prepared By: \_\_\_\_\_

Date: \_\_\_\_\_

|                                                                                   |  |                                                                                                                                                             |  |                                                                |  |
|-----------------------------------------------------------------------------------|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------|--|----------------------------------------------------------------|--|
| <b>NIRS Certification</b><br>I certify that this document was accepted into NIRS. |  | <b>Comptroller Certification</b><br>I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged. |  | <b>County Executive Approval</b><br>Name: _____<br>Date: _____ |  |
| Name: _____<br>Date: 2/22/13                                                      |  | Name: _____<br>Date: 2/22/13                                                                                                                                |  | 1-23-13<br>(For Office Use Only)                               |  |
|                                                                                   |  |                                                                                                                                                             |  | E #:                                                           |  |

E-31-13

RULES RESOLUTION NO. 24 2013

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

Passed by the Rules Committee  
Nassau County Legislature  
by Voice Vote on 2-4-13  
NOTING:  
ayes 4 nays 3 abstained 0 recused 6  
Legislators present: 7

WHEREAS, the Nassau County Attorney has executed an amendment  
to a special counsel agreement with Wilson Elser Moskowitz Edelman &  
Dicker LLP, a copy of which is on file with the Clerk of the Legislature;  
now, therefore, be it

RESOLVED, notwithstanding Nassau County Charter Section 1101,  
the Rules Committee of the Nassau County Legislature affirms the  
amendment to a special counsel contract entered into by the Nassau County  
Attorney and Wilson Elser Moskowitz Edelman & Dicker LLP.



was selected based upon their experience and outstanding qualifications in the area of Elections Law and the Voting Rights Act.

**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.

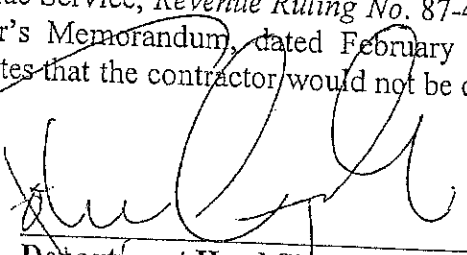
VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate 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.

*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. 02/04

| Partner Name             | Office    | Office Address                                           | Phone Number |
|--------------------------|-----------|----------------------------------------------------------|--------------|
| Belke II, Alexander L    | Albany    | 677 Broadway, Albany, NY 12207                           | 518-449-8893 |
| Bienstock, Martin        | Albany    | 677 Broadway, Albany, NY 12207                           | 518-449-8893 |
| Clark, Douglas S         | Albany    | 677 Broadway, Albany, NY 12207                           | 518-449-8893 |
| Cohen, Laurie T          | Albany    | 677 Broadway, Albany, NY 12207                           | 518-449-8893 |
| Contino, Victoria M      | Albany    | 677 Broadway, Albany, NY 12207                           | 518-449-8893 |
| Hoffman, Jerry S         | Albany    | 677 Broadway, Albany, NY 12207                           | 518-449-8893 |
| Jeffers, Darrell E       | Albany    | 677 Broadway, Albany, NY 12207                           | 518-449-8893 |
| Jennings, Gerald J       | Albany    | 677 Broadway, Albany, NY 12207                           | 518-449-8893 |
| Lauricella, Peter A      | Albany    | 677 Broadway, Albany, NY 12207                           | 518-449-8893 |
| Marangas, Theresa B      | Albany    | 677 Broadway, Albany, NY 12207                           | 518-449-8893 |
| Marrello, Lisa M         | Albany    | 677 Broadway, Albany, NY 12207                           | 518-449-8893 |
| Neidl, Benjamin F        | Albany    | 677 Broadway, Albany, NY 12207                           | 518-449-8893 |
| NeJame, Samir            | Albany    | 677 Broadway, Albany, NY 12207                           | 518-449-8893 |
| Novotny, F. Douglas      | Albany    | 677 Broadway, Albany, NY 12207                           | 518-449-8893 |
| Perkins, Joseph T        | Albany    | 677 Broadway, Albany, NY 12207                           | 518-449-8893 |
| Piscitelli, Anthony P    | Albany    | 677 Broadway, Albany, NY 12207                           | 518-449-8893 |
| Rosenberg, Philip        | Albany    | 677 Broadway, Albany, NY 12207                           | 518-449-8893 |
| Rowland, Stacey B        | Albany    | 677 Broadway, Albany, NY 12207                           | 518-449-8893 |
| Russo, Theresa M         | Albany    | 677 Broadway, Albany, NY 12207                           | 518-449-8893 |
| Sandhaas, Jill T         | Albany    | 677 Broadway, Albany, NY 12207                           | 518-449-8893 |
| Shapiro, Kenneth L       | Albany    | 677 Broadway, Albany, NY 12207                           | 518-449-8893 |
| Shenker, Cynthia D       | Albany    | 677 Broadway, Albany, NY 12207                           | 518-449-8893 |
| Thomas, Mark W           | Albany    | 677 Broadway, Albany, NY 12207                           | 518-449-8893 |
| Witz, Thomas M           | Albany    | 677 Broadway, Albany, NY 12207                           | 410-539-1800 |
| Russell, Angela Williams | Baltimore | 500 East Pratt Street, Suite 600, Baltimore, MD 21202    | 410-539-1800 |
| Smith, Brigitte J        | Baltimore | 500 East Pratt Street, Suite 600, Baltimore, MD 21202    | 617-422-5300 |
| Bogaert, William T       | Boston    | 260 Franklin Street, 14th Floor, Boston, MA 02110        | 617-422-5300 |
| Flanagan, Christopher P  | Boston    | 260 Franklin Street, 14th Floor, Boston, MA 02110        | 617-422-5300 |
| Leighton Jr, Joseph F    | Boston    | 260 Franklin Street, 14th Floor, Boston, MA 02110        | 617-422-5300 |
| McGann, John P           | Boston    | 260 Franklin Street, 14th Floor, Boston, MA 02110        | 617-422-5300 |
| Rockas, George C         | Boston    | 260 Franklin Street, 14th Floor, Boston, MA 02110        | 617-422-5300 |
| Sears, Michele C         | Boston    | 260 Franklin Street, 14th Floor, Boston, MA 02110        | 312-704-0550 |
| Blair, Kimberly E        | Chicago   | 55 West Monroe Street, Suite 3800, Chicago, IL 60603     | 312-704-0550 |
| Brown, David T           | Chicago   | 55 West Monroe Street, Suite 3800, Chicago, IL 60603     | 312-704-0550 |
| Cohen, Loren S           | Chicago   | 55 West Monroe Street, Suite 3800, Chicago, IL 60603     | 312-704-0550 |
| Dandelles, Stefan R      | Chicago   | 55 West Monroe Street, Suite 3800, Chicago, IL 60603     | 312-704-0550 |
| Das, Anjali C            | Chicago   | 55 West Monroe Street, Suite 3800, Chicago, IL 60603     | 312-704-0550 |
| Derrig, Craig M          | Chicago   | 55 West Monroe Street, Suite 3800, Chicago, IL 60603     | 312-704-0550 |
| Goldner, Anthony M       | Chicago   | 55 West Monroe Street, Suite 3800, Chicago, IL 60603     | 312-704-0550 |
| Heller, Bennett R        | Chicago   | 55 West Monroe Street, Suite 3800, Chicago, IL 60603     | 312-704-0550 |
| Holmes, David M          | Chicago   | 55 West Monroe Street, Suite 3800, Chicago, IL 60603     | 312-704-0550 |
| Jast, Raymond J          | Chicago   | 55 West Monroe Street, Suite 3800, Chicago, IL 60603     | 312-704-0550 |
| Kantrow, Josh M          | Chicago   | 55 West Monroe Street, Suite 3800, Chicago, IL 60603     | 312-704-0550 |
| Kersting, Edna S         | Chicago   | 55 West Monroe Street, Suite 3800, Chicago, IL 60603     | 312-704-0550 |
| Kuzniar, Jason M         | Chicago   | 55 West Monroe Street, Suite 3800, Chicago, IL 60603     | 312-704-0550 |
| McKay, Timothy J         | Chicago   | 55 West Monroe Street, Suite 3800, Chicago, IL 60603     | 312-704-0550 |
| McMahon, Daniel J        | Chicago   | 55 West Monroe Street, Suite 3800, Chicago, IL 60603     | 312-704-0550 |
| Murphy-Petros, Melissa A | Chicago   | 55 West Monroe Street, Suite 3800, Chicago, IL 60603     | 312-704-0550 |
| Murray Jr, Thomas F      | Chicago   | 55 West Monroe Street, Suite 3800, Chicago, IL 60603     | 312-704-0550 |
| Novay, Christian T       | Chicago   | 55 West Monroe Street, Suite 3800, Chicago, IL 60603     | 312-704-0550 |
| Nugent, Lori S           | Chicago   | 55 West Monroe Street, Suite 3800, Chicago, IL 60603     | 312-704-0550 |
| Rothmann, Rebecca M      | Chicago   | 55 West Monroe Street, Suite 3800, Chicago, IL 60603     | 312-704-0550 |
| Schlom, Curt J           | Chicago   | 55 West Monroe Street, Suite 3800, Chicago, IL 60603     | 312-704-0550 |
| Thurston, James K        | Chicago   | 55 West Monroe Street, Suite 3800, Chicago, IL 60603     | 312-704-0550 |
| Tone, Michael P          | Chicago   | 55 West Monroe Street, Suite 3800, Chicago, IL 60603     | 312-704-0550 |
| Vittori, Michael L       | Chicago   | 55 West Monroe Street, Suite 3800, Chicago, IL 60603     | 214-698-8000 |
| Akins, William J         | Dallas    | Bank of America Plaza, 901 Main Street, Dallas, TX 75202 | 214-698-8000 |
| Alcantar, Rebecca M      | Dallas    | Bank of America Plaza, 901 Main Street, Dallas, TX 75202 | 214-698-8000 |
| Cameron, Lee L           | Dallas    | Bank of America Plaza, 901 Main Street, Dallas, TX 75202 | 214-698-8000 |
| Collins, J. Price        | Dallas    | Bank of America Plaza, 901 Main Street, Dallas, TX 75202 | 214-698-8000 |
| Geroulo, Mary Jean       | Dallas    | Bank of America Plaza, 901 Main Street, Dallas, TX 75202 | 214-698-8000 |
| Gilmore, Ashley F        | Dallas    | Bank of America Plaza, 901 Main Street, Dallas, TX 75202 | 214-698-8000 |
| Henderson, John R        | Dallas    | Bank of America Plaza, 901 Main Street, Dallas, TX 75202 | 214-698-8000 |
| Horres Jr., E. Stratton  | Dallas    | Bank of America Plaza, 901 Main Street, Dallas, TX 75202 | 214-698-8000 |
| Levine, Tori S           | Dallas    | Bank of America Plaza, 901 Main Street, Dallas, TX 75202 | 214-698-8000 |
| Noah Jr., R Douglas      | Dallas    | Bank of America Plaza, 901 Main Street, Dallas, TX 75202 | 214-698-8000 |

| Partner Name               | Office       | Office Address                                           | Phone Number |
|----------------------------|--------------|----------------------------------------------------------|--------------|
| Pollard, Bryan D           | Dallas       | Bank of America Plaza, 901 Main Street, Dallas, TX 75202 | 214-698-8000 |
| Spitaletto, Thomas M       | Dallas       | Bank of America Plaza, 901 Main Street, Dallas, TX 75202 | 214-698-8000 |
| Stimmel, Linda M           | Dallas       | Bank of America Plaza, 901 Main Street, Dallas, TX 75202 | 214-698-8000 |
| Bermudez, Joseph F         | Denver       | 1512 Larimer Street, Denver, CO 80202                    | 303-572-5300 |
| Mellichar, Jason D         | Denver       | 1512 Larimer Street, Denver, CO 80202                    | 303-572-5300 |
| Solano, Henry L            | Denver       | 1512 Larimer Street, Denver, CO 80202                    | 303-572-5300 |
| Berns, Robert A.           | Florham Park | 200 Campus Drive, Florham Park, NJ 07932                 | 973-624-0800 |
| Billek, Maxwell L          | Florham Park | 200 Campus Drive, Florham Park, NJ 07932                 | 973-624-0800 |
| Brown, Kenneth M           | Florham Park | 200 Campus Drive, Florham Park, NJ 07932                 | 973-624-0800 |
| Donovan, Kevin C           | Florham Park | 200 Campus Drive, Florham Park, NJ 07932                 | 973-624-0800 |
| Flores, Daniel F           | Florham Park | 200 Campus Drive, Florham Park, NJ 07932                 | 973-624-0800 |
| Gallo, Joseph A            | Florham Park | 200 Campus Drive, Florham Park, NJ 07932                 | 973-624-0800 |
| Gottilla, Roger R          | Florham Park | 200 Campus Drive, Florham Park, NJ 07932                 | 973-624-0800 |
| Gunning, Robert T          | Florham Park | 200 Campus Drive, Florham Park, NJ 07932                 | 973-624-0800 |
| Hanlon, Joseph T           | Florham Park | 200 Campus Drive, Florham Park, NJ 07932                 | 973-624-0800 |
| Hopkinson Kelly, Barbara A | Florham Park | 200 Campus Drive, Florham Park, NJ 07932                 | 973-624-0800 |
| Kahn, Gregg S              | Florham Park | 200 Campus Drive, Florham Park, NJ 07932                 | 973-624-0800 |
| Karlovich, Susan           | Florham Park | 200 Campus Drive, Florham Park, NJ 07932                 | 973-624-0800 |
| Krauss, Kurt W             | Florham Park | 200 Campus Drive, Florham Park, NJ 07932                 | 973-624-0800 |
| Lesko, Robert P            | Florham Park | 200 Campus Drive, Florham Park, NJ 07932                 | 973-624-0800 |
| Mahoney, Matthew S         | Florham Park | 200 Campus Drive, Florham Park, NJ 07932                 | 973-624-0800 |
| O'Connor, Carolyn F        | Florham Park | 200 Campus Drive, Florham Park, NJ 07932                 | 973-624-0800 |
| Orr, James                 | Florham Park | 200 Campus Drive, Florham Park, NJ 07932                 | 973-624-0800 |
| Piorek, Joanna P           | Florham Park | 200 Campus Drive, Florham Park, NJ 07932                 | 973-624-0800 |
| Quinn, Thomas F            | Florham Park | 200 Campus Drive, Florham Park, NJ 07932                 | 973-624-0800 |
| Rehberger, James S         | Florham Park | 200 Campus Drive, Florham Park, NJ 07932                 | 973-624-0800 |
| Riina, William J           | Florham Park | 200 Campus Drive, Florham Park, NJ 07932                 | 973-624-0800 |
| Sherman, Renee J           | Florham Park | 200 Campus Drive, Florham Park, NJ 07932                 | 973-624-0800 |
| Turner, Michael P          | Florham Park | 200 Campus Drive, Florham Park, NJ 07932                 | 973-624-0800 |
| Whiteman, Brian J          | Florham Park | 200 Campus Drive, Florham Park, NJ 07932                 | 973-624-0800 |
| Zuber, Scott A             | Florham Park | 200 Campus Drive, Florham Park, NJ 07932                 | 973-624-0800 |
| Beckelman, Michael S       | Houston      | 5847 San Felipe, Suite 2300, Houston, TX 77057           | 713-353-2000 |
| Higgins, Sean M            | Houston      | 5847 San Felipe, Suite 2300, Houston, TX 77057           | 713-353-2000 |
| Schexnayder, Martin S      | Houston      | 5847 San Felipe, Suite 2300, Houston, TX 77057           | 713-353-2000 |
| Shepperd, John R           | Houston      | 5847 San Felipe, Suite 2300, Houston, TX 77057           | 713-353-2000 |
| Staley, Lee H              | Houston      | 5847 San Felipe, Suite 2300, Houston, TX 77057           | 713-353-2000 |
| Wills, Linda P             | Houston      | 5847 San Felipe, Suite 2300, Houston, TX 77057           | 713-353-2000 |
| Arlidge, Jennifer W        | Las Vegas    | 300 South 4th Street, 11th Floor, Las Vegas, NV 89101    | 702-727-1400 |
| Cushing, Kym S             | Las Vegas    | 300 South 4th Street, 11th Floor, Las Vegas, NV 89101    | 702-727-1400 |
| Edwards, Michael M         | Las Vegas    | 300 South 4th Street, 11th Floor, Las Vegas, NV 89101    | 702-727-1400 |
| Kahn, David S              | Las Vegas    | 300 South 4th Street, 11th Floor, Las Vegas, NV 89101    | 702-727-1400 |
| Ramirez, Jorge A           | Las Vegas    | 300 South 4th Street, 11th Floor, Las Vegas, NV 89101    | 702-727-1400 |
| Smith, Kevin S             | Las Vegas    | 300 South 4th Street, 11th Floor, Las Vegas, NV 89101    | 702-727-1400 |
| Thorne, Sheri M            | Las Vegas    | 300 South 4th Street, 11th Floor, Las Vegas, NV 89101    | 702-727-1400 |
| Corless, Thomas C          | Los Angeles  | 555 S. Flower Street, Suite 2900, Los Angeles, CA 90071  | 213-443-5100 |
| D'angelo, Vincent          | Los Angeles  | 555 S. Flower Street, Suite 2900, Los Angeles, CA 90071  | 213-443-5100 |
| Deniston, Martin K         | Los Angeles  | 555 S. Flower Street, Suite 2900, Los Angeles, CA 90071  | 213-443-5100 |
| Dougherty, Eugene P        | Los Angeles  | 555 S. Flower Street, Suite 2900, Los Angeles, CA 90071  | 213-443-5100 |
| Dudley, Susannah M         | Los Angeles  | 555 S. Flower Street, Suite 2900, Los Angeles, CA 90071  | 213-443-5100 |
| Eisen, David S             | Los Angeles  | 555 S. Flower Street, Suite 2900, Los Angeles, CA 90071  | 213-443-5100 |
| Enger, William K           | Los Angeles  | 555 S. Flower Street, Suite 2900, Los Angeles, CA 90071  | 213-443-5100 |
| Estrada, Diana M           | Los Angeles  | 555 S. Flower Street, Suite 2900, Los Angeles, CA 90071  | 213-443-5100 |
| Golson, Patricia A         | Los Angeles  | 555 S. Flower Street, Suite 2900, Los Angeles, CA 90071  | 213-443-5100 |
| Harding, Jacqueline        | Los Angeles  | 555 S. Flower Street, Suite 2900, Los Angeles, CA 90071  | 213-443-5100 |
| Hoang, Arlene N            | Los Angeles  | 555 S. Flower Street, Suite 2900, Los Angeles, CA 90071  | 213-443-5100 |
| Immordino, John J          | Los Angeles  | 555 S. Flower Street, Suite 2900, Los Angeles, CA 90071  | 213-443-5100 |
| Jenkins, Charles W         | Los Angeles  | 555 S. Flower Street, Suite 2900, Los Angeles, CA 90071  | 213-443-5100 |
| Joffe, Steven J            | Los Angeles  | 555 S. Flower Street, Suite 2900, Los Angeles, CA 90071  | 213-443-5100 |
| Kelly, Patrick M           | Los Angeles  | 555 S. Flower Street, Suite 2900, Los Angeles, CA 90071  | 213-443-5100 |
| Kunowski, Herbert P        | Los Angeles  | 555 S. Flower Street, Suite 2900, Los Angeles, CA 90071  | 213-443-5100 |
| Le Montree, Darren B       | Los Angeles  | 555 S. Flower Street, Suite 2900, Los Angeles, CA 90071  | 213-443-5100 |
| Lee, John C                | Los Angeles  | 555 S. Flower Street, Suite 2900, Los Angeles, CA 90071  | 213-443-5100 |
| Moorehead, Carey B         | Los Angeles  | 555 S. Flower Street, Suite 2900, Los Angeles, CA 90071  | 213-443-5100 |
| Parminster, Steven R       | Los Angeles  | 555 S. Flower Street, Suite 2900, Los Angeles, CA 90071  | 213-443-5100 |
| Pisano, George A           | Los Angeles  | 555 S. Flower Street, Suite 2900, Los Angeles, CA 90071  | 213-443-5100 |
| Press, Michelle R          | Los Angeles  | 555 S. Flower Street, Suite 2900, Los Angeles, CA 90071  | 213-443-5100 |

| Partner Name          | Office      | Office Address                                           | Phone Number |
|-----------------------|-------------|----------------------------------------------------------|--------------|
| Stankowski, James A   | Los Angeles | 555 S. Flower Street, Suite 2900, Los Angeles, CA 90071  | 213-443-5100 |
| Stewart, Ian A        | Los Angeles | 555 S. Flower Street, Suite 2900, Los Angeles, CA 90071  | 213-443-5100 |
| Young, Robert         | Los Angeles | 555 S. Flower Street, Suite 2900, Los Angeles, CA 90071  | 213-443-5100 |
| Burd, James M         | Louisville  | 100 Mallard Creek Road, Suite 250, Louisville, KY 40207  | 502-238-8500 |
| Pearson, Marcia L     | Louisville  | 100 Mallard Creek Road, Suite 250, Louisville, KY 40207  | 502-238-8500 |
| Garidy, William G     | McLean      | 8444 Westpark Drive, Suite 510, McLean, VA 22102         | 703-245-9300 |
| Jones, Mark M         | McLean      | 8444 Westpark Drive, Suite 510, McLean, VA 22102         | 703-245-9300 |
| Lee, Matthew W        | McLean      | 8444 Westpark Drive, Suite 510, McLean, VA 22102         | 703-245-9300 |
| Pak, Yoora            | McLean      | 8444 Westpark Drive, Suite 510, McLean, VA 22102         | 703-245-9300 |
| Santoni, Cynthia L    | McLean      | 8444 Westpark Drive, Suite 510, McLean, VA 22102         | 703-245-9300 |
| Waters, Jason R       | McLean      | 8444 Westpark Drive, Suite 510, McLean, VA 22102         | 703-245-9300 |
| Williams, Walter L    | McLean      | 8444 Westpark Drive, Suite 510, McLean, VA 22102         | 703-245-9300 |
| Baumgarten, Maurice J | Miami       | 100 Southeast Second Street, Suite 3800, Miami, FL 33131 | 305-374-4400 |
| Blard, Benjamin J     | Miami       | 100 Southeast Second Street, Suite 3800, Miami, FL 33131 | 305-374-4400 |
| Brown, Christopher D  | Miami       | 100 Southeast Second Street, Suite 3800, Miami, FL 33131 | 305-374-4400 |
| Cata, Ricardo J       | Miami       | 100 Southeast Second Street, Suite 3800, Miami, FL 33131 | 305-374-4400 |
| Colombo, Sherril M    | Miami       | 100 Southeast Second Street, Suite 3800, Miami, FL 33131 | 305-374-4400 |
| Coxhead, Stephen F    | Miami       | 100 Southeast Second Street, Suite 3800, Miami, FL 33131 | 305-374-4400 |
| Fiedel, Alan          | Miami       | 100 Southeast Second Street, Suite 3800, Miami, FL 33131 | 305-374-4400 |
| Knoblock, Henry M     | Miami       | 100 Southeast Second Street, Suite 3800, Miami, FL 33131 | 305-374-4400 |
| Latimer, Walter G     | Miami       | 100 Southeast Second Street, Suite 3800, Miami, FL 33131 | 305-374-4400 |
| Strasius, Anthony P   | Miami       | 100 Southeast Second Street, Suite 3800, Miami, FL 33131 | 305-374-4400 |
| Toricella, Roberto A  | Miami       | 100 Southeast Second Street, Suite 3800, Miami, FL 33131 | 305-374-4400 |
| Vogel, Harold S       | Miami       | 100 Southeast Second Street, Suite 3800, Miami, FL 33131 | 305-374-4400 |
| Abatemarco, Tracy J   | New York    | 150 East 42nd Street, New York, NY 10017                 | 212-490-3000 |
| Araten, Jeffrey       | New York    | 150 East 42nd Street, New York, NY 10017                 | 212-490-3000 |
| Baldwin, Shelly L     | New York    | 150 East 42nd Street, New York, NY 10017                 | 212-490-3000 |
| Bialek, Adam R        | New York    | 150 East 42nd Street, New York, NY 10017                 | 212-490-3000 |
| Bing, Jonathan L      | New York    | 150 East 42nd Street, New York, NY 10017                 | 212-490-3000 |
| Bottari, Paul J       | New York    | 150 East 42nd Street, New York, NY 10017                 | 212-490-3000 |
| Boule, Eugene T       | New York    | 150 East 42nd Street, New York, NY 10017                 | 212-490-3000 |
| Brennan, Lawrence B   | New York    | 150 East 42nd Street, New York, NY 10017                 | 212-490-3000 |
| Brown, James S        | New York    | 150 East 42nd Street, New York, NY 10017                 | 212-490-3000 |
| Calazzo, Nicholas R   | New York    | 150 East 42nd Street, New York, NY 10017                 | 212-490-3000 |
| Charles, Rose M       | New York    | 150 East 42nd Street, New York, NY 10017                 | 212-490-3000 |
| Deaver, James T. H.   | New York    | 150 East 42nd Street, New York, NY 10017                 | 212-490-3000 |
| Dell, Gregory J       | New York    | 150 East 42nd Street, New York, NY 10017                 | 212-490-3000 |
| Denenberg, Deborah J  | New York    | 150 East 42nd Street, New York, NY 10017                 | 212-490-3000 |
| Dimarco, Erik C       | New York    | 150 East 42nd Street, New York, NY 10017                 | 212-490-3000 |
| Endick, Marshal       | New York    | 150 East 42nd Street, New York, NY 10017                 | 212-490-3000 |
| Evans, Julie Robin    | New York    | 150 East 42nd Street, New York, NY 10017                 | 212-490-3000 |
| Francoeur, Joseph L   | New York    | 150 East 42nd Street, New York, NY 10017                 | 212-490-3000 |
| Fuerth, Glenn J       | New York    | 150 East 42nd Street, New York, NY 10017                 | 212-490-3000 |
| Gardner, Gary A       | New York    | 150 East 42nd Street, New York, NY 10017                 | 212-490-3000 |
| Graffeo, Allison R    | New York    | 150 East 42nd Street, New York, NY 10017                 | 212-490-3000 |
| Gregory, Robin N      | New York    | 150 East 42nd Street, New York, NY 10017                 | 212-490-3000 |
| Haimowitz, Aaron R    | New York    | 150 East 42nd Street, New York, NY 10017                 | 212-490-3000 |
| Harris, Theresa M     | New York    | 150 East 42nd Street, New York, NY 10017                 | 212-490-3000 |
| Hirsch, Irving B      | New York    | 150 East 42nd Street, New York, NY 10017                 | 212-490-3000 |
| Hofsdaal, Marie A     | New York    | 150 East 42nd Street, New York, NY 10017                 | 212-490-3000 |
| Hyland, Thomas        | New York    | 150 East 42nd Street, New York, NY 10017                 | 212-490-3000 |
| Karp, Paul J          | New York    | 150 East 42nd Street, New York, NY 10017                 | 212-490-3000 |
| Kauffman, Nicholas J  | New York    | 150 East 42nd Street, New York, NY 10017                 | 212-490-3000 |
| Keenan, Wendy J       | New York    | 150 East 42nd Street, New York, NY 10017                 | 212-490-3000 |
| Kent, Steven S        | New York    | 150 East 42nd Street, New York, NY 10017                 | 212-490-3000 |
| Klein, Richard S      | New York    | 150 East 42nd Street, New York, NY 10017                 | 212-490-3000 |
| Laird, Joseph         | New York    | 150 East 42nd Street, New York, NY 10017                 | 212-490-3000 |
| Lawless, Patrick J    | New York    | 150 East 42nd Street, New York, NY 10017                 | 212-490-3000 |
| Leghorn, Thomas       | New York    | 150 East 42nd Street, New York, NY 10017                 | 212-490-3000 |
| Lum, Larry            | New York    | 150 East 42nd Street, New York, NY 10017                 | 212-490-3000 |
| Malfa, Frances        | New York    | 150 East 42nd Street, New York, NY 10017                 | 212-490-3000 |
| Marasciullo, Janene M | New York    | 150 East 42nd Street, New York, NY 10017                 | 212-490-3000 |
| Mayo, Celena R        | New York    | 150 East 42nd Street, New York, NY 10017                 | 212-490-3000 |
| Mazzola, Jean-Claude  | New York    | 150 East 42nd Street, New York, NY 10017                 | 212-490-3000 |
| Morales, Vanessa M    | New York    | 150 East 42nd Street, New York, NY 10017                 | 212-490-3000 |
| Murphy, Margaret M    | New York    | 150 East 42nd Street, New York, NY 10017                 | 212-490-3000 |

| Partner Name           | Office       | Office Address                          | Phone Number |
|------------------------|--------------|-----------------------------------------|--------------|
| Reiter, Richard        | White Plains | 3 Gannett Drive, White Plains, NY 10604 | 914-323-7000 |
| Ritter, Jodi B         | White Plains | 3 Gannett Drive, White Plains, NY 10604 | 914-323-7000 |
| Roarke, Robert F       | White Plains | 3 Gannett Drive, White Plains, NY 10604 | 914-323-7000 |
| Rosen Semlies, Lori    | White Plains | 3 Gannett Drive, White Plains, NY 10604 | 914-323-7000 |
| Ross, Mathew P         | White Plains | 3 Gannett Drive, White Plains, NY 10604 | 914-323-7000 |
| Sauter, Eric J.        | White Plains | 3 Gannett Drive, White Plains, NY 10604 | 914-323-7000 |
| Sheehan, Timothy J     | White Plains | 3 Gannett Drive, White Plains, NY 10604 | 914-323-7000 |
| Spolzino, Robert A     | White Plains | 3 Gannett Drive, White Plains, NY 10604 | 914-323-7000 |
| Tillem, David L        | White Plains | 3 Gannett Drive, White Plains, NY 10604 | 914-323-7000 |
| Tobin, Thomas W        | White Plains | 3 Gannett Drive, White Plains, NY 10604 | 914-323-7000 |
| Topping, Joanna M      | White Plains | 3 Gannett Drive, White Plains, NY 10604 | 914-323-7000 |
| Tumbarello, Phillip    | White Plains | 3 Gannett Drive, White Plains, NY 10604 | 914-323-7000 |
| Vignali, Rosario M     | White Plains | 3 Gannett Drive, White Plains, NY 10604 | 914-323-7000 |
| Weber, Robert          | White Plains | 3 Gannett Drive, White Plains, NY 10604 | 914-323-7000 |
| Wingertzahn, William M | White Plains | 3 Gannett Drive, White Plains, NY 10604 | 914-323-7000 |
| Young, Steven L        | White Plains | 3 Gannett Drive, White Plains, NY 10604 | 914-323-7000 |

### AMENDMENT NO. 3

AMENDMENT (together with any appendices or exhibits attached hereto, this "Amendment") dated as of the date (the "Effective Date") that this Amendment is executed by Nassau County, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) Wilson Elser Moskowitz Edelman & Dicker LLP, having an office located at 666 Old Country Road, Suite 510, Garden City, New York 11530 ("Counsel" or "Contractor").

### WITNESSETH:

WHEREAS, pursuant to County contract number CQAT10000033 between the County and Counsel, executed on behalf of the County on December 14, 2010, as amended by amendment one (1), County contract amendment CLAT10000020 executed on behalf of the County on August 10, 2011, and as amended by amendment two (2), County contract amendment CLAT11000008 executed on behalf of the County on July 25, 2011 (the "Original Agreement"), Counsel provides legal services to the County in connection with litigation known as the HAVA cases and with EPA matters, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from August 1, 2010 until completion of the EPA matter (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse Counsel for Services under the Original Agreement, as full compensation for the Services, was Two Hundred Seventy-five Thousand Dollars (\$275,000.00) (the "Maximum Amount"); and

WHEREAS, the County desires to extend the Original Term, increase the Maximum Amount, amend rates, and amend the Services.

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

1. Term Extension. The Original Term shall be extended until such time as to complete each of the respective matters, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be upon completion of each of the matters stated in the Amended Agreement.

2. Services. In addition to the Services set forth in the Original Agreement, Counsel shall also represent the County in connection with litigation related to asbestos claims from working in the Nassau County Coliseum (collectively the "Amended Services") (services added by this Amendment only, the "Amendment Services"). The Amendment Services shall include but not be limited to appearances in court, out of court at depositions, conferences with departments, and any facet of litigation that may arise from such claims.

3. Payment. The Maximum Amount in the Original Agreement shall be increased by Two Hundred Fifty Thousand Dollars (\$250,000.00), so that the maximum amount that the County shall pay to Counsel as full consideration for all Amended Services provided under the Amended Agreement shall be Five Hundred Twenty-five Thousand Dollars (\$525,000.00) (the "Amended Maximum Amount"). The per hour rates for the Amendment Services only (services related to asbestos claims from working in the Nassau County Coliseum) shall be as follows:

- |       |                         |          |
|-------|-------------------------|----------|
| (i)   | Partner and Of Counsel: | \$250.00 |
| (ii)  | Senior Associate:       | \$225.00 |
| (iii) | Junior Associate:       | \$200.00 |
| (iv)  | Paralegal:              | \$110.00 |

Per hour rates for Services (services provided under the Original Agreement) shall remain the same, as provided for under the Original Agreement.

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

[Remainder of Page Intentionally Left Blank.]



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

WILSON ELSEY MOSKOWITZ EDELMAN &  
DICKER LLP

By: [Signature]  
Name: ROBERT A. SPOLZINO  
Title: PARTNER  
Date: DECEMBER 10, 2012

NASSAU COUNTY

By: [Signature]  
Name: John Ciampoli  
Title: County Attorney  
Date: 12/12/2013

NASSAU COUNTY

By: [Signature]  
Name: Richard R. Walker  
Title: County Executive  
[Signature] Deputy County Executive  
Date: 3/1/13

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF ~~NASSAU~~)

Westchester

On the 10<sup>th</sup> day of December in the year 2012 before me personally came Robert A. Spolizio to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Westchester; that he or she is the Partner of Wilson Elser, 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.

Partnership. Partnership

NOTARY PUBLIC

NANCY NAUMAN  
Notary Public, State of New York  
No. 4930293  
Qualified in Westchester County  
Commission Expires May 9, 2014

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

Nancy Nauman

On the 2<sup>nd</sup> day of January in the year 2013 before me personally came John Ciampoli to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is County Attorney of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he signed his name thereto pursuant to Section 1101 of the County Government Law of Nassau County.

NOTARY PUBLIC

DIANA CATAPANO  
NOTARY PUBLIC, STATE OF NEW YORK  
NO. 01CA6089854  
QUALIFIED IN NASSAU COUNTY  
COMMISSION EXPIRES MAR. 31, 2015  
Diana Catapano

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 1 day of March in the year 2013 before me personally came Richard K. Wotter to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Concetta A. Petrucci

CONCETTA A PETRUCCI  
Notary Public, State of New York  
No. 01PE6259026  
Qualified in Nassau County  
Commission Expires April 02, 2016



# E-209-14

SERVICES: Special Counsel

## Contract Details

NIFS ID #: CLAT14000020 NIFS Entry Date: 07/09/2014 Term: August 1, 2010 - Completion

|                                                               |                                                  |                                                                     |
|---------------------------------------------------------------|--------------------------------------------------|---------------------------------------------------------------------|
| New <input type="checkbox"/> Renewal <input type="checkbox"/> | 1) Mandated Program:                             | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Amendment # 4 <input checked="" type="checkbox"/>             | 2) Comptroller Approval Form Attached:           | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| Time Extension <input type="checkbox"/>                       | 3) CSEA Agmt. § 32 Compliance Attached:          | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Addl. Funds <input checked="" type="checkbox"/>               | 4) Vendor Ownership & Mgmt. Disclosure Attached: | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| Blanket Resolution <input type="checkbox"/>                   | 5) Insurance Required                            | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| RES#                                                          |                                                  |                                                                     |

## Agency Information

| Vendor                                                                      |                                                                           |
|-----------------------------------------------------------------------------|---------------------------------------------------------------------------|
| Name<br>Wilson Elser Moskowitz<br>Edelman & Dicker LLP                      | Vendor ID#<br>132679447                                                   |
| Address<br>666 Old Country Road<br>Suite 510<br>Garden City, New York 11530 | Contact Person<br>Robert A. Spolzano, Esq.<br><br>Phone<br>(914) 872-7497 |

| County Department                                                                    |
|--------------------------------------------------------------------------------------|
| Department Contact<br>Daniel Gregware                                                |
| Address<br>One West Street<br>Mineola, New York 11501<br><br>Phone<br>(516) 571-1675 |

## Routing Slip

| DATE Rec'd. | DEPARTMENT                                                     | Internal Verification                                                                          | DATE App'd & Fw'd. | SIGNATURE          | Leg. Approval Required                                                                         |
|-------------|----------------------------------------------------------------|------------------------------------------------------------------------------------------------|--------------------|--------------------|------------------------------------------------------------------------------------------------|
|             | Department                                                     | NIFS Entry (Dept) <input type="checkbox"/><br>NIFS Appvl (Dept. Head) <input type="checkbox"/> |                    | <i>[Signature]</i> |                                                                                                |
|             | OMB                                                            | NIFS Approval <input type="checkbox"/>                                                         | 7/29/14            | <i>[Signature]</i> | Yes <input type="checkbox"/> No <input type="checkbox"/><br>Not required if blanket resolution |
| 7/29/14     | County Attorney                                                | CA RE&I Verification <input checked="" type="checkbox"/>                                       | 7/29/14            | <i>[Signature]</i> |                                                                                                |
|             | County Attorney                                                | CA Approval as to form <input checked="" type="checkbox"/>                                     | 7/29/14            | <i>[Signature]</i> | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>                            |
|             | LEG                                                            | Legislative Affairs Fw'd Original K to CA <input type="checkbox"/>                             | 8/1/14             | <i>[Signature]</i> |                                                                                                |
|             | Rules <input type="checkbox"/> / Leg. <input type="checkbox"/> | <input type="checkbox"/>                                                                       |                    | <i>[Signature]</i> |                                                                                                |
|             | County Attorney                                                | NIFS Approval <input type="checkbox"/>                                                         | 8/2/14             | <i>[Signature]</i> |                                                                                                |
|             | County Comptroller                                             | NIFS Approval <input type="checkbox"/>                                                         | 8/2/14             | <i>[Signature]</i> | 8/2/14                                                                                         |
|             | County Executive                                               | Notarization <input type="checkbox"/><br>Filed with Clerk of the Leg. <input type="checkbox"/> | 8/26/14            | <i>[Signature]</i> |                                                                                                |



## Contract Summary

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Description:</b> Amendment # 4 to outside counsel contract                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Purpose:</b> Amendment to an existing outside counsel contract to represent the County in litigation related to asbestos claims from working in the Nassau County Coliseum, in the HAVA cases, and with EPA matters. This amendment increases the maximum amount of the original contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Method of Procurement:</b> Contract amendment. See below for procurement history.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Procurement History:</b> For services related to asbestos claims from working in the Nassau County Coliseum: Four firms responded to a solicitation. They were Wilson Elser, Rigano, LLC, Monfort Hearly McGuire & Salley, and Patton Boggs, CLLP. Wilson Elser was selected. For services related to the EPA matters: A review was conducted of the firms qualified on the Office's panel to provide services in the area of Environmental Law. Berkman Henoch, Farrell Fritz and Wilson Elser were considered. Wilson Elser partner Michael Naughton was deemed the most qualified and experienced in the area of underground storage tanks. For services related to the HAVA cases: Jaspán Schlesinger LLP, Leventhal & Sliney LLP and Wilson Elser LLP were interviewed. Wilson Elser was selected based upon their experience and outstanding qualifications in the area of Elections Law and the Voting Rights Act. |
| <b>Description of General Provisions:</b> As described above.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Impact on Funding / Price Analysis:</b> \$225,000.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Change in Contract from Prior Procurement:</b> N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Recommendation:</b> approve as submitted                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |

## Advisement Information

| BUDGET CODES |       |
|--------------|-------|
| Fund:        | GEN   |
| Control:     | AT    |
| Resp:        | 1100  |
| Object:      | DE502 |
| Transaction: |       |

| FUNDING SOURCE                            | AMOUNT              |
|-------------------------------------------|---------------------|
| Revenue Contract <input type="checkbox"/> | XXXXXXXX            |
| County                                    | \$225,000.00        |
| Federal                                   | \$                  |
| State                                     | \$                  |
| Capital                                   | \$                  |
| Other                                     | \$                  |
| <b>TOTAL</b>                              | <b>\$225,000.00</b> |

| LINE         | INDEX/OBJECT CODE | AMOUNT              |
|--------------|-------------------|---------------------|
| 1            | AT GEN 1100/DE502 | \$225,000.00        |
| 2            |                   | \$                  |
| 3            |                   | \$                  |
| 4            |                   | \$                  |
| 5            |                   | \$                  |
| 6            |                   | \$                  |
| <b>TOTAL</b> |                   | <b>\$225,000.00</b> |

| 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: _____<br>Date: _____                 |
| Name: <u>W</u>                                       | Name: <u>Stefan J. Salvo</u>                                                                                            | Date: <u>8/26/14</u>                       |
| Date: <u>10/6/14</u>                                 | Date: <u>10/6/14</u>                                                                                                    | E #: _____<br><i>(For Office Use Only)</i> |

E-209-14

RULES RESOLUTION NO. 212 - 2014

A RESOLUTION AFFIRMING AN AMENDMENT TO A  
SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU  
COUNTY ATTORNEY AND WILSON ELSEER MOSKOWITZ  
EDELMAN & DICKER LLP

Passed by the Rules Committee  
Nassau County Legislature  
By Voice Vote on 9-8-14  
VOTING:  
ayes 7 nays 0 abstained 0 recused 0  
Legislators present: 7

WHEREAS, the Nassau County Attorney has executed an amendment to a special counsel agreement with Wilson Elser Moskowitz Edelman & Dicker LLP, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, notwithstanding Nassau County Charter Section 1101, the Rules Committee of the Nassau County Legislature affirms the amendment to a special counsel contract entered into by the Nassau County Attorney and Wilson Elser Moskowitz Edelman & Dicker LLP.

RULES RESOLUTION NO.    –2014

A RESOLUTION AFFIRMING AN AMENDMENT TO A SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU COUNTY ATTORNEY AND WILSON ELSEER MOSKOWITZ EDELMAN & DICKER LLP

WHEREAS, the Nassau County Attorney has executed an amendment to a special counsel agreement with Wilson Elser Moskowitz Edelman & Dicker LLP, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, notwithstanding Nassau County Charter Section 1101, the Rules Committee of the Nassau County Legislature affirms the amendment to a special counsel contract entered into by the Nassau County Attorney and Wilson Elser Moskowitz Edelman & Dicker LLP.

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:** Wilson Elser Moskowitz Edelman & Dicker LLP  
(CLAT14000020)

**CONTRACTOR ADDRESS:** 666 Old Country Road, Suite 510, Garden City, New York 11530

**FEDERAL TAX ID #:** 132679447

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

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

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

The Contract was entered into after a written request for proposals was issued on \_\_\_\_\_ [date]. Potential proposers were made aware of the availability of the RFP by \_\_\_\_\_ [newspaper advertisement, posting on website, mailing, etc.]. \_\_\_\_\_ [#] of potential proposers requested copies of the RFP. Proposals were due on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] proposals were received and evaluated. The evaluation committee consisted of: \_\_\_\_\_

\_\_\_\_\_ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

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

The contract was originally executed by Nassau County on December 14, 2010, and amended thereafter on August 10, 2011, July 25, 2011 and March 1, 2013. 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 as follows: For services related to asbestos claims from working in the Nassau County Coliseum: Four firms responded to a solicitation. They were Wilson Elser, Rigano, LLC, Monfort Hearly McGuire & Salley, and Patton Boggs, CLLP. Wilson Elser was selected. For services related to the EPA matters: A review was conducted of the firms qualified on the Office's panel to provide services in the area of Environmental Law. Berkman Henoch, Farrell Fritz and Wilson Elser were considered. Wilson Elser partner Michael Naughton was deemed the most qualified and experienced in the area of underground storage tanks. For services related to the HAVA cases: Jaspan Schlesinger LLP, Leventhal & Sliney LLP and Wilson Elser LLP were interviewed. Wilson Elser was selected based upon their experience and outstanding qualifications in the area of Elections Law and the Voting Rights Act.

**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.

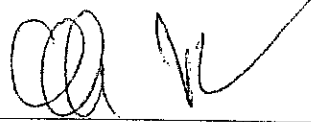
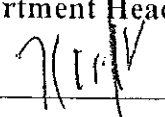
**VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated.** Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate 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.

***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. 02/04*

| EMPLID | Name                       | AUT | Job Code                      | Office Location | Office Main Phone Number | Office Address                                                    |
|--------|----------------------------|-----|-------------------------------|-----------------|--------------------------|-------------------------------------------------------------------|
|        | Cortino, Victoria M        | A   | Equity Partner                | Albany          | 518-449-8893             | 677 Broadway, Albany, NY 12207                                    |
|        | Hoffman, Jerry S           | A   | Equity Partner                | Albany          | 518-449-8893             | 677 Broadway, Albany, NY 12207                                    |
|        | Jeffers, Darnell E         | A   | Equity Partner                | Albany          | 518-449-8893             | 677 Broadway, Albany, NY 12207                                    |
|        | Marangas, Theresa B        | A   | Equity Partner                | Albany          | 518-449-8893             | 677 Broadway, Albany, NY 12207                                    |
|        | Marrillo, Lisa M           | A   | Equity Partner                | Albany          | 518-449-8893             | 677 Broadway, Albany, NY 12207                                    |
|        | McLain, Samir              | A   | Equity Partner                | Albany          | 518-449-8893             | 677 Broadway, Albany, NY 12207                                    |
|        | Russo, Theresa M           | A   | Equity Partner - Exec Comm    | Albany          | 518-449-8893             | 677 Broadway, Albany, NY 12207                                    |
|        | Shapiro, Kenneth L         | A   | Equity Partner - Exec Comm    | Albany          | 518-449-8893             | 677 Broadway, Albany, NY 12207                                    |
|        | Shenker, Cynthia D         | A   | Equity Partner                | Baltimore       | 410-539-1800             | 500 East Pratt Street - Suite 600, Baltimore, MD 21202            |
|        | Russell, Angela Williams   | A   | Equity Partner                | Boston          | 617-422-5300             | 280 Franklin Street - 14th Floor, Boston, MA 02110                |
|        | Bogert, William T          | A   | Equity Partner                | Boston          | 617-422-5300             | 280 Franklin Street - 14th Floor, Boston, MA 02110                |
|        | Rockas, George C           | A   | Equity Partner                | Chicago         | 312-704-0550             | 55 West Monroe Street - Suite 3800, Chicago, IL 60603             |
|        | Dandelles, Stefan R        | A   | Equity Partner - Exec Comm    | Chicago         | 312-704-0550             | 55 West Monroe Street - Suite 3800, Chicago, IL 60603             |
|        | Heller, Bennett R          | A   | Equity Partner                | Chicago         | 312-704-0550             | 55 West Monroe Street - Suite 3800, Chicago, IL 60603             |
|        | Holmes, David M            | A   | Equity Partner - Chairman     | Chicago         | 312-704-0550             | 55 West Monroe Street - Suite 3800, Chicago, IL 60603             |
|        | McMallon, Daniel J         | A   | Equity Partner                | Chicago         | 312-704-0550             | 55 West Monroe Street - Suite 3800, Chicago, IL 60603             |
|        | Murray Jr, Thomas F        | A   | Equity Partner                | Chicago         | 312-704-0550             | 55 West Monroe Street - Suite 3800, Chicago, IL 60603             |
|        | Rothmann, Rebecca M        | A   | Equity Partner                | Chicago         | 312-704-0550             | 55 West Monroe Street - Suite 3800, Chicago, IL 60603             |
|        | Schlom, Curt J             | A   | Equity Partner                | Chicago         | 312-704-0550             | 55 West Monroe Street - Suite 3800, Chicago, IL 60603             |
|        | Thurston, James K          | A   | Equity Partner                | Chicago         | 312-704-0550             | 55 West Monroe Street - Suite 3800, Chicago, IL 60603             |
|        | Tone, Michael P            | A   | Equity Partner                | Chicago         | 312-704-0550             | 55 West Monroe Street - Suite 3800, Chicago, IL 60603             |
|        | Villon, Michael L          | A   | Equity Partner                | Chicago         | 312-704-0550             | 55 West Monroe Street - Suite 3800, Chicago, IL 60603             |
|        | Cameron, Lee L             | A   | Equity Partner                | Dallas          | 214-698-8000             | Bank of America Plaza - 901 Main Street - Suite, Dallas, TX 75202 |
|        | Collins J. Price           | A   | Equity Partner                | Dallas          | 214-698-8000             | Bank of America Plaza - 901 Main Street - Suite, Dallas, TX 75202 |
|        | Henderson, John R          | A   | Equity Partner                | Dallas          | 214-698-8000             | Bank of America Plaza - 901 Main Street - Suite, Dallas, TX 75202 |
|        | Hornes Jr, E. Stratton     | A   | Equity Partner - Exec Comm    | Dallas          | 214-698-8000             | Bank of America Plaza - 901 Main Street - Suite, Dallas, TX 75202 |
|        | Levine, Tod S              | A   | Equity Partner                | Dallas          | 214-698-8000             | Bank of America Plaza - 901 Main Street - Suite, Dallas, TX 75202 |
|        | Moah Jr, R Douglas         | A   | Equity Partner - Exec Comm    | Dallas          | 214-698-8000             | Bank of America Plaza - 901 Main Street - Suite, Dallas, TX 75202 |
|        | Slimmel, Linda M           | A   | Equity Partner                | Dallas          | 214-698-8000             | Bank of America Plaza - 901 Main Street - Suite, Dallas, TX 75202 |
|        | Schmiedt, Joseph F         | A   | Equity Partner                | Denver          | 303-572-6300             | 1512 Larimer Street - Suite 550, Denver, CO 80202                 |
|        | Frost, Shana J             | A   | Equity Partner                | Houston         | 713-353-2000             | 908 Fannin Street, Suite 3300, Houston, TX 77010                  |
|        | Cushing Kym S              | A   | Equity Partner                | Las Vegas       | 702-727-1400             | 300 South 4th Street - 11th Floor, Las Vegas, NV 89101            |
|        | Edwards, Michael M         | A   | Equity Partner                | Las Vegas       | 702-727-1400             | 300 South 4th Street - 11th Floor, Las Vegas, NV 89101            |
|        | Thome, Shert M             | A   | Equity Partner                | Las Vegas       | 702-727-1400             | 300 South 4th Street - 11th Floor, Las Vegas, NV 89101            |
|        | Conness, Thomas C          | A   | Equity Partner                | Los Angeles     | 213-443-5100             | 555 S. Flower Street - Suite 2900, Los Angeles, CA 90071          |
|        | Denslow, Martin K          | A   | Equity Partner                | Los Angeles     | 213-443-5100             | 555 S. Flower Street - Suite 2900, Los Angeles, CA 90071          |
|        | Dougherty, Eugene P        | A   | Equity Partner                | Los Angeles     | 213-443-5100             | 555 S. Flower Street - Suite 2900, Los Angeles, CA 90071          |
|        | Eisen, David S             | A   | Equity Partner                | Los Angeles     | 213-443-5100             | 555 S. Flower Street - Suite 2900, Los Angeles, CA 90071          |
|        | Kunowski, Herbert P        | A   | Equity Partner                | Los Angeles     | 213-443-5100             | 555 S. Flower Street - Suite 2900, Los Angeles, CA 90071          |
|        | Parmenter, Steven R        | A   | Equity Partner                | Los Angeles     | 213-443-5100             | 555 S. Flower Street - Suite 2900, Los Angeles, CA 90071          |
|        | Pisano, George A           | A   | Equity Partner                | Los Angeles     | 213-443-5100             | 555 S. Flower Street - Suite 2900, Los Angeles, CA 90071          |
|        | Rocco, Dean A              | A   | Equity Partner - Exec Comm    | Los Angeles     | 213-443-5100             | 555 S. Flower Street - Suite 2900, Los Angeles, CA 90071          |
|        | Stankowski, James A        | A   | Equity Partner                | Los Angeles     | 213-443-5100             | 555 S. Flower Street - Suite 2900, Los Angeles, CA 90071          |
|        | Gandy, William G           | A   | Equity Partner                | McLean          | 703-245-9300             | 8444 Westpark Drive - Suite 510, McLean, VA 22102                 |
|        | Strasius, Anthony P        | A   | Equity Partner - Managing Ptr | Michigan        | 313-327-3100             | 100 Southeast Second Street - Suite 600, Novi, MI 48375           |
|        | Eads, John T               | A   | Equity Partner                | Michigan        | 313-327-3100             | 39555 Orchard Hill Place - Suite 600, Novi, MI 48375              |
|        | Leibowitz, Samuel J        | A   | Equity Partner                | Milwaukee       | 414-276-8816             | 740 N. Plankinton Avenue - Suite 600, Milwaukee, WI 53203         |
|        | Bliek, Maxwell L           | A   | Equity Partner                | Milwaukee       | 414-276-8816             | 740 N. Plankinton Avenue - Suite 600, Milwaukee, WI 53203         |
|        | Brown, Kenneth M           | A   | Equity Partner                | New Jersey      | 973-624-0800             | 200 Campus Drive, Florham Park, NJ 07932                          |
|        | Flores, Daniel F           | A   | Equity Partner                | New Jersey      | 973-624-0800             | 200 Campus Drive, Florham Park, NJ 07932                          |
|        | Gottlieb, Roger R          | A   | Equity Partner                | New Jersey      | 973-624-0800             | 200 Campus Drive, Florham Park, NJ 07932                          |
|        | Hopkinson, Kelly Barbara A | A   | Equity Partner                | New Jersey      | 973-624-0800             | 200 Campus Drive, Florham Park, NJ 07932                          |
|        | Kraus, Kurt W              | A   | Equity Partner                | New Jersey      | 973-624-0800             | 200 Campus Drive, Florham Park, NJ 07932                          |

| EMPLID | Name                | ALLT | Job Code                   | Office Location | Office Main Phone Number | Office Address                           |
|--------|---------------------|------|----------------------------|-----------------|--------------------------|------------------------------------------|
|        | Lesko, Robert P     | A    | Equity Partner             | New Jersey      | 973-624-0800             | 200 Campus Drive, Florham Park, NJ 07932 |
|        | O'Connor, Carolyn F | A    | Equity Partner             | New Jersey      | 973-624-0800             | 200 Campus Drive, Florham Park, NJ 07932 |
|        | Quinn, Thomas F     | A    | Equity Partner - Exec Comm | New Jersey      | 973-624-0800             | 200 Campus Drive, Florham Park, NJ 07932 |
|        | Rina, William J     | A    | Equity Partner             | New Jersey      | 973-624-0800             | 200 Campus Drive, Florham Park, NJ 07932 |
|        | Turner, Michael P   | A    | Equity Partner             | New Jersey      | 973-624-0800             | 200 Campus Drive, Florham Park, NJ 07932 |

| EMPL ID | Name                   | ALLT | Job Code                   | Office Location | Office/Main Phone Number | Office Address                                                    |
|---------|------------------------|------|----------------------------|-----------------|--------------------------|-------------------------------------------------------------------|
|         | Blatt, Adam R          | A    | Equity Partner             | New York        | 212-490-3000             | 150 East 42nd Street, New York, NY 10017                          |
|         | Bolton, Paul J         | A    | Equity Partner             | New York        | 212-490-3000             | 150 East 42nd Street, New York, NY 10017                          |
|         | Boule Eugene T         | A    | Equity Partner             | New York        | 212-490-3000             | 150 East 42nd Street, New York, NY 10017                          |
|         | Calzavio Nicholas R    | A    | Equity Partner - Exec Comm | New York        | 212-490-3000             | 150 East 42nd Street, New York, NY 10017                          |
|         | Darrico, Erik C        | A    | Equity Partner             | New York        | 212-490-3000             | 150 East 42nd Street, New York, NY 10017                          |
|         | Endick, Marshall       | A    | Equity Partner - Exec Comm | New York        | 212-490-3000             | 150 East 42nd Street, New York, NY 10017                          |
|         | Evans, Julie Robin     | A    | Equity Partner - Exec Comm | New York        | 212-490-3000             | 150 East 42nd Street, New York, NY 10017                          |
|         | Fuerth, Glenn J        | A    | Equity Partner             | New York        | 212-490-3000             | 150 East 42nd Street, New York, NY 10017                          |
|         | Gardner, Gary A        | A    | Equity Partner             | New York        | 212-490-3000             | 150 East 42nd Street, New York, NY 10017                          |
|         | Gregory, Robin N       | A    | Equity Partner             | New York        | 212-490-3000             | 150 East 42nd Street, New York, NY 10017                          |
|         | Hirsch, Irving B       | A    | Equity Partner             | New York        | 212-490-3000             | 150 East 42nd Street, New York, NY 10017                          |
|         | Kent, Steven S         | A    | Equity Partner - Exec Comm | New York        | 212-490-3000             | 150 East 42nd Street, New York, NY 10017                          |
|         | Klein, Richard S       | A    | Equity Partner - Exec Comm | New York        | 212-490-3000             | 150 East 42nd Street, New York, NY 10017                          |
|         | Leghorn, Thomas        | A    | Equity Partner - Exec Comm | New York        | 212-490-3000             | 150 East 42nd Street, New York, NY 10017                          |
|         | Lunn, Larry H          | A    | Equity Partner             | New York        | 212-490-3000             | 150 East 42nd Street, New York, NY 10017                          |
|         | Matta, Frances         | A    | Equity Partner - Exec Comm | New York        | 212-490-3000             | 150 East 42nd Street, New York, NY 10017                          |
|         | Ottobruno, Lois K      | A    | Equity Partner - Exec Comm | New York        | 212-490-3000             | 150 East 42nd Street, New York, NY 10017                          |
|         | Pariser, Robert J      | A    | Equity Partner             | New York        | 212-490-3000             | 150 East 42nd Street, New York, NY 10017                          |
|         | Paricono, Carl J       | A    | Equity Partner             | New York        | 212-490-3000             | 150 East 42nd Street, New York, NY 10017                          |
|         | Pomerantz, Frederick J | A    | Equity Partner             | New York        | 212-490-3000             | 150 East 42nd Street, New York, NY 10017                          |
|         | Roet, Ricki Ellen      | A    | Equity Partner - Exec Comm | New York        | 212-490-3000             | 150 East 42nd Street, New York, NY 10017                          |
|         | Rosen, Adam B          | A    | Equity Partner             | New York        | 212-490-3000             | 150 East 42nd Street, New York, NY 10017                          |
|         | Rubenstein, Richard H  | A    | Equity Partner             | New York        | 212-490-3000             | 150 East 42nd Street, New York, NY 10017                          |
|         | Schaffer, Scott R      | A    | Equity Partner             | New York        | 212-490-3000             | 150 East 42nd Street, New York, NY 10017                          |
|         | Sheffer, David S       | A    | Equity Partner             | New York        | 212-490-3000             | 150 East 42nd Street, New York, NY 10017                          |
|         | Stevens, Michael N     | A    | Equity Partner             | New York        | 212-490-3000             | 150 East 42nd Street, New York, NY 10017                          |
|         | Stophik, Scott H       | A    | Equity Partner             | New York        | 212-490-3000             | 150 East 42nd Street, New York, NY 10017                          |
|         | Tompkins III, George N | A    | Equity Partner             | New York        | 212-490-3000             | 150 East 42nd Street, New York, NY 10017                          |
|         | Turner, Ryan M         | A    | Equity Partner             | New York        | 212-490-3000             | 150 East 42nd Street, New York, NY 10017                          |
|         | Weber, Robert M        | A    | Equity Partner - Exec Comm | New York        | 212-490-3000             | 150 East 42nd Street, New York, NY 10017                          |
|         | Ween, Martin M         | A    | Equity Partner             | New York        | 212-490-3000             | 150 East 42nd Street, New York, NY 10017                          |
|         | Wilson Jr, Thomas W    | A    | Equity Partner - Exec Comm | New York        | 212-480-3000             | 150 East 42nd Street, New York, NY 10017                          |
|         | Zilbas, Jura C         | A    | Equity Partner             | New York        | 407-203-7699             | 111 North Orange Avenue, Orlando, FL 32801                        |
|         | Freeman, Nicholas D    | A    | Equity Partner             | Orlando         | 407-203-7699             | 111 North Orange Avenue, Orlando, FL 32801                        |
|         | McDonough, Sean M      | A    | Equity Partner             | Orlando         | 407-203-7699             | 111 North Orange Avenue, Orlando, FL 32801                        |
|         | Bachrach, Joshua       | A    | Equity Partner             | Philadelphia    | 215-627-6900             | Independence Sq. West - The Curtis Center, Philadelphia, PA 19106 |
|         | Boquitz, Marc L        | A    | Equity Partner             | Philadelphia    | 215-627-6900             | Independence Sq. West - The Curtis Center, Philadelphia, PA 19106 |
|         | Crawley, Michael J     | A    | Equity Partner             | Philadelphia    | 215-627-6900             | Independence Sq. West - The Curtis Center, Philadelphia, PA 19106 |
|         | Dryer, Jonathan        | A    | Equity Partner             | Philadelphia    | 215-627-6900             | Independence Sq. West - The Curtis Center, Philadelphia, PA 19106 |
|         | Isaacsohn, Louis J     | A    | Equity Partner             | Philadelphia    | 215-627-6900             | Independence Sq. West - The Curtis Center, Philadelphia, PA 19106 |
|         | Kavanagh, Kevin T      | A    | Equity Partner             | Philadelphia    | 215-627-6900             | Independence Sq. West - The Curtis Center, Philadelphia, PA 19106 |
|         | Wilkinson, Kathleen D  | A    | Equity Partner             | Philadelphia    | 215-627-6900             | Independence Sq. West - The Curtis Center, Philadelphia, PA 19106 |
|         | Bushman, Ronald S      | A    | Equity Partner             | San Francisco   | 415-433-0990             | 525 Market Street - 17th Floor, San Francisco, CA 94105           |
|         | Castoria, Louis H      | A    | Equity Partner             | San Francisco   | 415-433-0990             | 525 Market Street - 17th Floor, San Francisco, CA 94105           |
|         | Dogson, Genevise K     | A    | Equity Partner             | San Francisco   | 415-433-0990             | 525 Market Street - 17th Floor, San Francisco, CA 94105           |
|         | Garrison, Edward P     | A    | Equity Partner             | San Francisco   | 415-433-0990             | 525 Market Street - 17th Floor, San Francisco, CA 94105           |
|         | Hake, William M        | A    | Equity Partner             | San Francisco   | 415-433-0990             | 525 Market Street - 17th Floor, San Francisco, CA 94105           |
|         | Publicover, Adrienne C | A    | Equity Partner - Exec Comm | San Francisco   | 415-433-0990             | 525 Market Street - 17th Floor, San Francisco, CA 94105           |
|         | Robinson, Ralph        | A    | Equity Partner             | Stanford        | 203-388-9100             | 1010 Washington Boulevard, Stamford, CT 06901                     |
|         | Brown, Stephen P       | A    | Equity Partner             | Stanford        | 203-388-9100             | 1010 Washington Boulevard, Stamford, CT 06901                     |
|         | Dei Gatto, Brian T     | A    | Equity Partner - Exec Comm | Washington DC   | 202-626-7660             | 700 11th Street, NW - Suite 400, Washington, D.C. 20001           |
|         | Godson, Robert W       | A    | Equity Partner - Exec Comm | Washington DC   | 202-626-7660             | 700 11th Street, NW - Suite 400, Washington, D.C. 20001           |
|         | Krause, Paul D         | A    | Equity Partner - Exec Comm | Washington DC   | 202-626-7660             | 700 11th Street, NW - Suite 400, Washington, D.C. 20001           |
|         | Sandez, Elizabeth B    | A    | Equity Partner             | Washington DC   | 202-626-7660             | 700 11th Street, NW - Suite 400, Washington, D.C. 20001           |
|         | Janis, Rodney J        | A    | Equity Partner             | West Palm Beach | 561-515-4000             | 222 Lakeview Avenue - Suite 800, West Palm Beach, FL 334401       |

| EMPLID | Name                      | ALIT | Job Code                       | Office Location | Office Main Phone Number | Office Address                                  |
|--------|---------------------------|------|--------------------------------|-----------------|--------------------------|-------------------------------------------------|
|        | Baiocco, Joseph C         | A    | Equity Partner                 | White Plains    | 914-323-7000             | 1133 Westchester Avenue, White Plains, NY 10604 |
|        | Beron, Helmut             | A    | Equity Partner                 | White Plains    | 914-323-7000             | 1133 Westchester Avenue, White Plains, NY 10604 |
|        | Bouthasa, Michael L       | A    | Equity Partner - Exec Comm     | White Plains    | 914-323-7000             | 1133 Westchester Avenue, White Plains, NY 10604 |
|        | Brett, Harry P            | A    | Equity Partner                 | White Plains    | 914-323-7000             | 1133 Westchester Avenue, White Plains, NY 10604 |
|        | Bucci, Gregg              | A    | Equity Partner                 | White Plains    | 914-323-7000             | 1133 Westchester Avenue, White Plains, NY 10604 |
|        | Derico, Donald G          | A    | Equity Partner                 | White Plains    | 914-323-7000             | 1133 Westchester Avenue, White Plains, NY 10604 |
|        | Despotakis, Constantine A | A    | Equity Partner                 | White Plains    | 914-323-7000             | 1133 Westchester Avenue, White Plains, NY 10604 |
|        | Ellick, Ross J            | A    | Equity Partner                 | White Plains    | 914-323-7000             | 1133 Westchester Avenue, White Plains, NY 10604 |
|        | Feinberg, Glen S          | A    | Equity Partner                 | White Plains    | 914-323-7000             | 1133 Westchester Avenue, White Plains, NY 10604 |
|        | Flannery, John M          | A    | Equity Partner - Exec Comm     | White Plains    | 914-323-7000             | 1133 Westchester Avenue, White Plains, NY 10604 |
|        | Friedberg, Alan           | A    | Equity Partner                 | White Plains    | 914-323-7000             | 1133 Westchester Avenue, White Plains, NY 10604 |
|        | Gambardella, Thomas       | A    | Equity Partner - Exec Comm     | White Plains    | 914-323-7000             | 1133 Westchester Avenue, White Plains, NY 10604 |
|        | Geraghty, Patrick D       | A    | Equity Partner                 | White Plains    | 914-323-7000             | 1133 Westchester Avenue, White Plains, NY 10604 |
|        | Jordan, Laura B           | A    | Equity Partner                 | White Plains    | 914-323-7000             | 1133 Westchester Avenue, White Plains, NY 10604 |
|        | Knopf, Fred N             | A    | Equity Partner                 | White Plains    | 914-323-7000             | 1133 Westchester Avenue, White Plains, NY 10604 |
|        | Larkin, Peter J           | A    | Equity Partner                 | White Plains    | 914-323-7000             | 1133 Westchester Avenue, White Plains, NY 10604 |
|        | Ledwith, Mark G           | A    | Equity Partner                 | White Plains    | 914-323-7000             | 1133 Westchester Avenue, White Plains, NY 10604 |
|        | Manisero, Thomas R        | A    | Equity Partner - Exec Comm     | White Plains    | 914-323-7000             | 1133 Westchester Avenue, White Plains, NY 10604 |
|        | Marcelino, Stephen        | A    | Equity Partner                 | White Plains    | 914-323-7000             | 1133 Westchester Avenue, White Plains, NY 10604 |
|        | Marcelstein, Richard      | A    | Equity Partner                 | White Plains    | 914-323-7000             | 1133 Westchester Avenue, White Plains, NY 10604 |
|        | Miller, Stuart A          | A    | Equity Partner                 | White Plains    | 914-323-7000             | 1133 Westchester Avenue, White Plains, NY 10604 |
|        | Morin, John D             | A    | Equity Partner - Exec Comm     | White Plains    | 914-323-7000             | 1133 Westchester Avenue, White Plains, NY 10604 |
|        | O'Brien, H Michael        | A    | Equity Partner                 | White Plains    | 914-323-7000             | 1133 Westchester Avenue, White Plains, NY 10604 |
|        | O'Brien, James F          | A    | Equity Partner - Exec Comm     | White Plains    | 914-323-7000             | 1133 Westchester Avenue, White Plains, NY 10604 |
|        | Quaranta, Philip          | A    | Equity Partner                 | White Plains    | 914-323-7000             | 1133 Westchester Avenue, White Plains, NY 10604 |
|        | Rabinowitz, Wayne I       | A    | Equity Partner - Managing Plnr | White Plains    | 914-323-7000             | 1133 Westchester Avenue, White Plains, NY 10604 |
|        | Roarke, Robert F          | A    | Equity Partner                 | White Plains    | 914-323-7000             | 1133 Westchester Avenue, White Plains, NY 10604 |
|        | Ross, Matthew P           | A    | Equity Partner                 | White Plains    | 914-323-7000             | 1133 Westchester Avenue, White Plains, NY 10604 |
|        | Sauter, Eric J            | A    | Equity Partner                 | White Plains    | 914-323-7000             | 1133 Westchester Avenue, White Plains, NY 10604 |
|        | Spolizio, Robert A        | A    | Equity Partner                 | White Plains    | 914-323-7000             | 1133 Westchester Avenue, White Plains, NY 10604 |
|        | Tiklen, David L           | A    | Equity Partner - Exec Comm     | White Plains    | 914-323-7000             | 1133 Westchester Avenue, White Plains, NY 10604 |
|        | Tobin, Thomas W           | A    | Equity Partner                 | White Plains    | 914-323-7000             | 1133 Westchester Avenue, White Plains, NY 10604 |
|        | Turnbarello, Philip       | A    | Equity Partner                 | White Plains    | 914-323-7000             | 1133 Westchester Avenue, White Plains, NY 10604 |
|        | Vignali, Rosario M        | A    | Equity Partner                 | White Plains    | 914-323-7000             | 1133 Westchester Avenue, White Plains, NY 10604 |

#### AMENDMENT NO. 4

AMENDMENT (together with any appendices or exhibits attached hereto, this "Amendment") dated as of the date (the "Effective Date") that this Amendment is executed by Nassau County, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Office of the Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) Wilson Elser Moskowitz Edelman & Dicker.LLP, having an office located at 666 Old Country Road, Suite 510, Garden City, New York 11530 ("Counsel" or "Contractor").

#### WITNESSETH:

WHEREAS, pursuant to County contract number CQAT10000033 between the County and Counsel, executed on behalf of the County on December 14, 2010, as amended by amendment one (1), County contract amendment CLAT10000020 executed on behalf of the County on August 10, 2011, as amended by amendment two (2), County contract amendment CLAT11000008 executed on behalf of the County on July 25, 2011, and as amended by amendment three (3), County contract amendment CLAT13000004 executed on behalf of the County on March 1, 2013 (the "Original Agreement"), Counsel provides legal services to the County in connection with litigations known as the HAVA cases, EPA matters, and asbestos claims from working in the Nassau County Coliseum, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from August 1, 2010 until completion (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse Counsel for Services under the Original Agreement, as full compensation for the Services, was Five Hundred Twenty-five Thousand Dollars (\$525,000.00) (the "Maximum Amount"); and

WHEREAS, the County desires to increase the Maximum Amount.

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

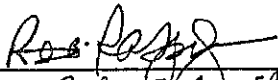
1. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Two Hundred Twenty-five Thousand Dollars (\$225,000.00), so that the maximum amount that the County shall pay to Counsel as full consideration for all Services provided under the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be Seven Hundred Fifty Thousand Dollars (\$750,000.00) (the "Amended Maximum Amount").

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


[Remainder of Page Intentionally Left Blank.]

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


WILSON ELSEER MOSKOWITZ EDELMAN &  
DICKER LLP

By:   
Name: ROBERT (A) SPOLUNOV  
Title: PARTNER  
Date: 6/30/17

NASSAU COUNTY

By:   
Name: Carnell Foskey  
Title: County Attorney  
Date: 7/15/14

NASSAU COUNTY

By:   
Name: RICHARD R. WALKER  
Title: County Executive  
☒ Deputy County Executive  
Date: 12/1/14

PLEASE EXECUTE IN BLUE INK



STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 3<sup>rd</sup> day of JULY in the year 2014 before me personally came ROBERT A. SPOLZINO to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of WESTCHESTER; that he or she is the PARTNER of WILSON ELSE & OSKOWITZ FIDELMAN, 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 PARTNERSHIP.

July 3, 2014

NOTARY PUBLIC

JACQUELINE TAVAREZ  
NOTARY PUBLIC, State of New York  
No. 01TA6210529  
Qualified in Putnam County  
Commission Expires August 24, 2017

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 15<sup>th</sup> day of July in the year 2014 before me personally came Carnell Foskey to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is County Attorney of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he signed his name thereto pursuant to Section 1101 of the County Government Law of Nassau County.

*Diana Catapano*  
NOTARY PUBLIC

DIANA CATAPANO  
NOTARY PUBLIC, STATE OF NEW YORK  
NO. 01CA6088854  
QUALIFIED IN NASSAU COUNTY  
COMMISSION EXPIRES MAR. 31, 15

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 1 day of December in the year 2014 before me personally came Richard R. Waller to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

*Concetta A. Petrucci*

CONCETTA A. PETRUCCI  
Notary Public, State of New York  
No. 01PE6259025  
Qualified in Nassau County  
Commission Expires April 02, 2016

COUNTY OF NASSAU

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

1. Name of the Entity: WILSON ELZER MOSKOWITZ EDELMAN & DICKER LLP

Address: 666 OLD GULF ROAD, SUITE 570

City, State and Zip Code: GARDEN CITY NY 11530

2. Entity's Vendor Identification Number: 132679447

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

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

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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

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7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(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.

N/A

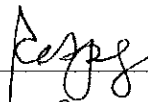
(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

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: DECEMBER 10 2015

Signed: 

Print Name: ROBERT A. SPOLZING

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.

| EMPLID | Name                     | AL/T | Job Code       | Office Location | Office Main Phone Number | Office Address                                                                   |
|--------|--------------------------|------|----------------|-----------------|--------------------------|----------------------------------------------------------------------------------|
|        | Hoffman, Jerry S         | A    | Equity Partner | Albany          | 518-449-8893             | 677 Broadway, Albany, NY 12207                                                   |
|        | Lauricella, Peter A      | A    | Equity Partner | Albany          | 518-449-8893             | 677 Broadway, Albany, NY 12207                                                   |
|        | Marrelo, Lisa M          | A    | Equity Partner | Albany          | 518-449-8893             | 677 Broadway, Albany, NY 12207                                                   |
|        | Shapiro, Kenneth L       | A    | Equity Partner | Baltimore       | 518-449-8893             | 677 Broadway, Albany, NY 12207                                                   |
|        | Russell, Angela Williams | A    | Equity Partner | Baltimore       | 410-639-1800             | 500 East Pratt Street - Suite 600, Baltimore, MD 21202                           |
|        | Bogaert, William T       | A    | Equity Partner | Boston          | 617-422-5300             | 260 Franklin Street - 14th Floor, Boston, MA 02110                               |
|        | Rockas, George C         | A    | Equity Partner | Boston          | 617-422-5300             | 260 Franklin Street - 14th Floor, Boston, MA 02110                               |
|        | Bozych, Paul             | A    | Equity Partner | Chicago         | 312-704-0550             | 55 West Monroe Street - Suite 3800, Chicago, IL 60603                            |
|        | Heiler, Bennett R        | A    | Equity Partner | Chicago         | 312-704-0550             | 55 West Monroe Street - Suite 3800, Chicago, IL 60603                            |
|        | Holmes, David M          | A    | Equity Partner | Chicago         | 312-704-0550             | 55 West Monroe Street - Suite 3800, Chicago, IL 60603                            |
|        | McMahon, Daniel J        | A    | Equity Partner | Chicago         | 312-704-0550             | 55 West Monroe Street - Suite 3800, Chicago, IL 60603                            |
|        | Murray Jr, Thomas F      | A    | Equity Partner | Chicago         | 312-704-0550             | 55 West Monroe Street - Suite 3800, Chicago, IL 60603                            |
|        | Rotmann, Rebecca M       | A    | Equity Partner | Chicago         | 312-704-0550             | 55 West Monroe Street - Suite 3800, Chicago, IL 60603                            |
|        | Savaiano, Dominick W     | A    | Equity Partner | Chicago         | 312-704-0550             | 55 West Monroe Street - Suite 3800, Chicago, IL 60603                            |
|        | Schlom, Curt J           | A    | Equity Partner | Chicago         | 312-704-0550             | 55 West Monroe Street - Suite 3800, Chicago, IL 60603                            |
|        | Thurston, James K        | A    | Equity Partner | Chicago         | 312-704-0550             | 55 West Monroe Street - Suite 3800, Chicago, IL 60603                            |
|        | Tone, Michael P          | A    | Equity Partner | Chicago         | 312-704-0550             | 55 West Monroe Street - Suite 3800, Chicago, IL 60603                            |
|        | Vittoni, Michael L       | A    | Equity Partner | Dallas          | 214-698-8000             | Bank of America Plaza - 901 Main Street - Suite 4800, Dallas, TX 75202           |
|        | Cameron, Lee L           | A    | Equity Partner | Dallas          | 214-698-8000             | Bank of America Plaza - 901 Main Street - Suite 4800, Dallas, TX 75202           |
|        | Collins, J. Price        | A    | Equity Partner | Dallas          | 214-698-8000             | Bank of America Plaza - 901 Main Street - Suite 4800, Dallas, TX 75202           |
|        | Henderson, John R        | A    | Equity Partner | Dallas          | 214-698-8000             | Bank of America Plaza - 901 Main Street - Suite 4800, Dallas, TX 75202           |
|        | Hornes Jr, E. Stratton   | A    | Equity Partner | Dallas          | 214-698-8000             | Bank of America Plaza - 901 Main Street - Suite 4800, Dallas, TX 75202           |
|        | Levine, Toni S           | P    | Equity Partner | Dallas          | 214-698-8000             | Bank of America Plaza - 901 Main Street - Suite 4800, Dallas, TX 75202           |
|        | Marshall, Jeffrey O      | A    | Equity Partner | Dallas          | 214-698-8000             | Bank of America Plaza - 901 Main Street - Suite 4800, Dallas, TX 75202           |
|        | Noah Jr, R. Douglas      | A    | Equity Partner | Dallas          | 214-698-8000             | Bank of America Plaza - 901 Main Street - Suite 4800, Dallas, TX 75202           |
|        | Schwartz, Susan A        | A    | Equity Partner | Dallas          | 214-698-8000             | Bank of America Plaza - 901 Main Street - Suite 4800, Dallas, TX 75202           |
|        | Stimmel, Linda M         | A    | Equity Partner | Dallas          | 303-572-5300             | 1225 17th Street, Suite 2750, Denver, CO 80202                                   |
|        | Bernandez, Joseph F      | A    | Equity Partner | Denver          | 303-572-5300             | 1225 17th Street, Suite 2750, Denver, CO 80202                                   |
|        | Adams, Kent M            | A    | Equity Partner | Houston         | 713-353-2000             | 909 Fannin Street, Suite 3300, Houston, TX 77010                                 |
|        | Cushing, Kym S           | A    | Equity Partner | Las Vegas       | 702-727-1400             | 300 South 4th Street - 11th Floor, Las Vegas, NV 89101                           |
|        | Thome, Sheri M           | A    | Equity Partner | Las Vegas       | 702-727-1400             | 300 South 4th Street - 11th Floor, Las Vegas, NV 89101                           |
|        | Corless, Thomas C        | A    | Equity Partner | Los Angeles     | 213-443-5100             | 555 S. Flower Street - Suite 2900, Los Angeles, CA 90071                         |
|        | Deniston, Martin K       | A    | Equity Partner | Los Angeles     | 213-443-5100             | 555 S. Flower Street - Suite 2900, Los Angeles, CA 90071                         |
|        | Dougherty, Eugene P      | A    | Equity Partner | Los Angeles     | 213-443-5100             | 555 S. Flower Street - Suite 2900, Los Angeles, CA 90071                         |
|        | Eisen, David S           | A    | Equity Partner | Los Angeles     | 213-443-5100             | 555 S. Flower Street - Suite 2900, Los Angeles, CA 90071                         |
|        | Joffe, Steven J          | A    | Equity Partner | Los Angeles     | 213-443-5100             | 555 S. Flower Street - Suite 2900, Los Angeles, CA 90071                         |
|        | Kunowski, Herbert P      | A    | Equity Partner | Los Angeles     | 213-443-5100             | 555 S. Flower Street - Suite 2900, Los Angeles, CA 90071                         |
|        | Parmliter, Steven R      | A    | Equity Partner | Los Angeles     | 213-443-5100             | 555 S. Flower Street - Suite 2900, Los Angeles, CA 90071                         |
|        | Pisano, George A         | A    | Equity Partner | Los Angeles     | 213-443-5100             | 555 S. Flower Street - Suite 2900, Los Angeles, CA 90071                         |
|        | Press, Michelle R        | A    | Equity Partner | Los Angeles     | 213-443-5100             | 555 S. Flower Street - Suite 2900, Los Angeles, CA 90071                         |
|        | Rocco, Dean A            | A    | Equity Partner | Los Angeles     | 213-443-5100             | 555 S. Flower Street - Suite 2900, Los Angeles, CA 90071                         |
|        | Stankowski, James A      | A    | Equity Partner | Los Angeles     | 213-443-5100             | 555 S. Flower Street - Suite 2900, Los Angeles, CA 90071                         |
|        | Gandy, William G         | A    | Equity Partner | McLean          | 703-245-9300             | 8444 Westpark Drive - Suite 510, McLean, VA 22102                                |
|        | Lee, Matthew W           | A    | Equity Partner | McLean          | 703-245-9300             | 8444 Westpark Drive - Suite 510, McLean, VA 22102                                |
|        | Strasius, Anthony P      | A    | Equity Partner | Miami           | 305-374-4400             | 100 Southeast Second Street - Suite 3800, Miami, FL 33131                        |
|        | Eads, John T             | A    | Equity Partner | Michigan        | 313-327-3100             | Laurel Office Park III, 17197 N. Laurel Park Drive, Suite 201, Livonia, MI 48152 |
|        | Katt, William J          | A    | Equity Partner | Milwaukee       | 414-276-8816             | 740 N. Plankinton Avenue - Suite 600, Milwaukee, WI 53203                        |
|        | Leibowitz, Samuel J      | A    | Equity Partner | Milwaukee       | 414-276-8816             | 740 N. Plankinton Avenue - Suite 600, Milwaukee, WI 53203                        |
|        | Blilik, Maxwell L        | A    | Equity Partner | New Jersey      | 973-624-0800             | 200 Campus Drive, Florham Park, NJ 07932                                         |

| EMPLID | Name                       | ALU/ Job Code    | Office Location | Office Main Phone Number | Office Address                                                  |
|--------|----------------------------|------------------|-----------------|--------------------------|-----------------------------------------------------------------|
|        | Brown, Kenneth M           | A Equity Partner | New Jersey      | 973-624-0800             | 200 Campus Drive, Florham Park, NJ 07932                        |
|        | Flores, Daniel F           | A Equity Partner | New Jersey      | 973-624-0800             | 200 Campus Drive, Florham Park, NJ 07932                        |
|        | Gotfella, Roger R          | A Equity Partner | New Jersey      | 973-624-0800             | 200 Campus Drive, Florham Park, NJ 07932                        |
|        | Hopkinson Kelly, Barbara A | A Equity Partner | New Jersey      | 973-624-0800             | 200 Campus Drive, Florham Park, NJ 07932                        |
|        | Krauss, Kurt W             | A Equity Partner | New Jersey      | 973-624-0800             | 200 Campus Drive, Florham Park, NJ 07932                        |
|        | Lesko Robert P             | A Equity Partner | New Jersey      | 973-624-0800             | 200 Campus Drive, Florham Park, NJ 07932                        |
|        | O'Connor, Carolyn F        | A Equity Partner | New Jersey      | 973-624-0800             | 200 Campus Drive, Florham Park, NJ 07932                        |
|        | Quinn, Thomas F            | A Equity Partner | New Jersey      | 973-624-0800             | 200 Campus Drive, Florham Park, NJ 07932                        |
|        | Rhine, William J           | A Equity Partner | New Jersey      | 973-624-0800             | 200 Campus Drive, Florham Park, NJ 07932                        |
|        | Turner, Michael P          | A Equity Partner | New Jersey      | 973-624-0800             | 200 Campus Drive, Florham Park, NJ 07932                        |
|        | Bialek, Adam R             | A Equity Partner | New York        | 212-490-3000             | 150 East 42nd Street, New York, NY 10017                        |
|        | Botan, Paul J              | A Equity Partner | New York        | 212-490-3000             | 150 East 42nd Street, New York, NY 10017                        |
|        | Boule, Eugene T            | A Equity Partner | New York        | 212-490-3000             | 150 East 42nd Street, New York, NY 10017                        |
|        | Calazzo, Nicholas R        | A Equity Partner | New York        | 212-490-3000             | 150 East 42nd Street, New York, NY 10017                        |
|        | Deil, Gregory J            | A Equity Partner | New York        | 212-490-3000             | 150 East 42nd Street, New York, NY 10017                        |
|        | Dimarco, Erik C            | A Equity Partner | New York        | 212-490-3000             | 150 East 42nd Street, New York, NY 10017                        |
|        | Endick, Marshal            | A Equity Partner | New York        | 212-490-3000             | 150 East 42nd Street, New York, NY 10017                        |
|        | Fuerth, Glenn J            | A Equity Partner | New York        | 212-490-3000             | 150 East 42nd Street, New York, NY 10017                        |
|        | Gregory, Robin N           | A Equity Partner | New York        | 212-490-3000             | 150 East 42nd Street, New York, NY 10017                        |
|        | Hirsch, Irving B           | A Equity Partner | New York        | 212-490-3000             | 150 East 42nd Street, New York, NY 10017                        |
|        | Hyland, Thomas             | A GPP            | New York        | 212-490-3000             | 150 East 42nd Street, New York, NY 10017                        |
|        | Kent, Steven S             | A Equity Partner | New York        | 212-490-3000             | 150 East 42nd Street, New York, NY 10017                        |
|        | Leghorn, Thomas            | A Equity Partner | New York        | 212-490-3000             | 150 East 42nd Street, New York, NY 10017                        |
|        | Lum, Larry H               | A Equity Partner | New York        | 212-490-3000             | 150 East 42nd Street, New York, NY 10017                        |
|        | Matia, Frances             | A Equity Partner | New York        | 212-490-3000             | 150 East 42nd Street, New York, NY 10017                        |
|        | Otombrino, Lois K          | A Equity Partner | New York        | 212-490-3000             | 150 East 42nd Street, New York, NY 10017                        |
|        | Pariser, Robert J          | A Equity Partner | New York        | 212-490-3000             | 150 East 42nd Street, New York, NY 10017                        |
|        | Roer, Ricki Ellen          | A Equity Partner | New York        | 212-490-3000             | 150 East 42nd Street, New York, NY 10017                        |
|        | Rosen, Adam B              | A Equity Partner | New York        | 212-490-3000             | 150 East 42nd Street, New York, NY 10017                        |
|        | Rubenstein, Richard H      | A Equity Partner | New York        | 212-490-3000             | 150 East 42nd Street, New York, NY 10017                        |
|        | Schaffer, Scott R          | A Equity Partner | New York        | 212-490-3000             | 150 East 42nd Street, New York, NY 10017                        |
|        | Sheffer, David S           | A Equity Partner | New York        | 212-490-3000             | 150 East 42nd Street, New York, NY 10017                        |
|        | Stevens, Michael N         | A Equity Partner | New York        | 212-490-3000             | 150 East 42nd Street, New York, NY 10017                        |
|        | Stopnik, Scott H           | A Equity Partner | New York        | 212-490-3000             | 150 East 42nd Street, New York, NY 10017                        |
|        | Tompkins III, George N     | A Equity Partner | New York        | 212-490-3000             | 150 East 42nd Street, New York, NY 10017                        |
|        | Tonorezos, Anastasios P    | A Equity Partner | New York        | 212-490-3000             | 150 East 42nd Street, New York, NY 10017                        |
|        | Turner, Ryan M             | A Equity Partner | New York        | 212-490-3000             | 150 East 42nd Street, New York, NY 10017                        |
|        | Weber, Robert M            | A Equity Partner | New York        | 212-490-3000             | 150 East 42nd Street, New York, NY 10017                        |
|        | Wilson Jr., Thomas W       | A Equity Partner | New York        | 212-490-3000             | 150 East 42nd Street, New York, NY 10017                        |
|        | Zibas, Jura C              | A Equity Partner | New York        | 212-490-3000             | 150 East 42nd Street, New York, NY 10017                        |
|        | Freeman, Nicholas D        | A Equity Partner | Orlando         | 407-203-7599             | 111 North Orange Avenue, Orlando, FL 32801                      |
|        | McDonough, Sean M          | A Equity Partner | Orlando         | 407-203-7599             | 111 North Orange Avenue, Orlando, FL 32801                      |
|        | Bachrach, Joshua           | A Equity Partner | Philadelphia    | 215-627-6900             | Two Commerce Square, 2001 Market Street, Philadelphia, PA 19103 |
|        | Bogutz, Marc L             | A Equity Partner | Philadelphia    | 215-627-6900             | Two Commerce Square, 2001 Market Street, Philadelphia, PA 19103 |
|        | Cawley, Michael J          | A Equity Partner | Philadelphia    | 215-627-6900             | Two Commerce Square, 2001 Market Street, Philadelphia, PA 19103 |
|        | Clemente, Salvatore A      | A Equity Partner | Philadelphia    | 215-627-6900             | Two Commerce Square, 2001 Market Street, Philadelphia, PA 19103 |
|        | Dryer, Jonathan            | A Equity Partner | Philadelphia    | 215-627-6900             | Two Commerce Square, 2001 Market Street, Philadelphia, PA 19103 |
|        | Kavanagh Kevin T           | A Equity Partner | Philadelphia    | 215-627-6900             | Two Commerce Square, 2001 Market Street, Philadelphia, PA 19103 |
|        | Wilkinson, Kathleen D      | A Equity Partner | Philadelphia    | 215-627-6900             | Two Commerce Square, 2001 Market Street, Philadelphia, PA 19103 |

| EMPLID | Name                      | ALT | Job Code       | Office Location | Office Main Phone Number | Office Address                                             |
|--------|---------------------------|-----|----------------|-----------------|--------------------------|------------------------------------------------------------|
|        | Businer, Ronald S         | A   | Equity Partner | San Francisco   | 415-433-0990             | 525 Market Street - 17th Floor, San Francisco, CA 94105    |
|        | Dopson, Genese K          | A   | Equity Partner | San Francisco   | 415-433-0990             | 525 Market Street - 17th Floor, San Francisco, CA 94105    |
|        | Garrison, Edward P        | A   | Equity Partner | San Francisco   | 415-433-0990             | 525 Market Street - 17th Floor, San Francisco, CA 94105    |
|        | Hake, William M           | A   | Equity Partner | San Francisco   | 415-433-0990             | 525 Market Street - 17th Floor, San Francisco, CA 94105    |
|        | Publicover, Adrienne C    | A   | Equity Partner | San Francisco   | 415-433-0990             | 525 Market Street - 17th Floor, San Francisco, CA 94105    |
|        | Balocco, Joseph C         | A   | Equity Partner | Stamford        | 203-388-9100             | 1010 Washington Boulevard, Stamford, CT 06901              |
|        | Brown, Stephen P          | A   | Equity Partner | Stamford        | 203-388-9100             | 1010 Washington Boulevard, Stamford, CT 06901              |
|        | Del Gatto, Brian T        | A   | Equity Partner | Stamford        | 203-388-9100             | 1010 Washington Boulevard, Stamford, CT 06901              |
|        | Goodson, Robert W         | A   | Equity Partner | Washington DC   | 202-626-7660             | 700 11th Street, NW - Suite 400, Washington, D.C. 20001    |
|        | Sandza, Elizabeth B       | A   | Equity Partner | Washington DC   | 202-626-7660             | 700 11th Street, NW - Suite 400, Washington, D.C. 20001    |
|        | Wallace, Robert B         | A   | GPP            | Washington DC   | 202-626-7660             | 700 11th Street, NW - Suite 400, Washington, D.C. 20001    |
|        | Janis, Rodney J           | A   | Equity Partner | West Palm Beach | 561-515-4000             | 222 Lakeview Avenue - Suite 800, West Palm Beach, FL 33401 |
|        | Beron, Helmut             | A   | Equity Partner | White Plains    | 914-323-7000             | 1133 Westchester Avenue, White Plains, NY 10604            |
|        | Boulhosa, Michael L       | A   | Equity Partner | White Plains    | 914-323-7000             | 1133 Westchester Avenue, White Plains, NY 10604            |
|        | Brett, Harry P            | A   | Equity Partner | White Plains    | 914-323-7000             | 1133 Westchester Avenue, White Plains, NY 10604            |
|        | Derrico, Donald G         | A   | Equity Partner | White Plains    | 914-323-7000             | 1133 Westchester Avenue, White Plains, NY 10604            |
|        | Despotakis, Constantine A | A   | Equity Partner | White Plains    | 914-323-7000             | 1133 Westchester Avenue, White Plains, NY 10604            |
|        | Ellick, Ross J            | A   | Equity Partner | White Plains    | 914-323-7000             | 1133 Westchester Avenue, White Plains, NY 10604            |
|        | Feinberg, Glen S          | A   | Equity Partner | White Plains    | 914-323-7000             | 1133 Westchester Avenue, White Plains, NY 10604            |
|        | Flannery, John M          | A   | Equity Partner | White Plains    | 914-323-7000             | 1133 Westchester Avenue, White Plains, NY 10604            |
|        | Friedberg, Alan           | A   | Equity Partner | White Plains    | 914-323-7000             | 1133 Westchester Avenue, White Plains, NY 10604            |
|        | Gambardella, Thomas       | A   | Equity Partner | White Plains    | 914-323-7000             | 1133 Westchester Avenue, White Plains, NY 10604            |
|        | Geraghty, Patrick D       | A   | Equity Partner | White Plains    | 914-323-7000             | 1133 Westchester Avenue, White Plains, NY 10604            |
|        | Jordan, Laura B           | A   | Equity Partner | White Plains    | 914-323-7000             | 1133 Westchester Avenue, White Plains, NY 10604            |
|        | Larkin, Peter J           | A   | Equity Partner | White Plains    | 914-323-7000             | 1133 Westchester Avenue, White Plains, NY 10604            |
|        | Ledwin, Mark G            | A   | Equity Partner | White Plains    | 914-323-7000             | 1133 Westchester Avenue, White Plains, NY 10604            |
|        | Manchisi, Francis P       | A   | Equity Partner | White Plains    | 914-323-7000             | 1133 Westchester Avenue, White Plains, NY 10604            |
|        | Maniero, Thomas R         | A   | Equity Partner | White Plains    | 914-323-7000             | 1133 Westchester Avenue, White Plains, NY 10604            |
|        | Marcellino, Stephen       | A   | Equity Partner | White Plains    | 914-323-7000             | 1133 Westchester Avenue, White Plains, NY 10604            |
|        | Meisels, Peter A          | A   | GPP            | White Plains    | 914-323-7000             | 1133 Westchester Avenue, White Plains, NY 10604            |
|        | Meimstein, Richard        | A   | Equity Partner | White Plains    | 914-323-7000             | 1133 Westchester Avenue, White Plains, NY 10604            |
|        | Miller, Stuart A          | A   | Equity Partner | White Plains    | 914-323-7000             | 1133 Westchester Avenue, White Plains, NY 10604            |
|        | Moro, John D              | A   | Equity Partner | White Plains    | 914-323-7000             | 1133 Westchester Avenue, White Plains, NY 10604            |
|        | O'Brien, H Michael        | A   | Equity Partner | White Plains    | 914-323-7000             | 1133 Westchester Avenue, White Plains, NY 10604            |
|        | O'Brien, James F          | A   | Equity Partner | White Plains    | 914-323-7000             | 1133 Westchester Avenue, White Plains, NY 10604            |
|        | Perricone, Carl J         | A   | Equity Partner | White Plains    | 914-323-7000             | 1133 Westchester Avenue, White Plains, NY 10604            |
|        | Quaranta, Philip          | A   | Equity Partner | White Plains    | 914-323-7000             | 1133 Westchester Avenue, White Plains, NY 10604            |
|        | Rabinowitz, Wayne I       | A   | Equity Partner | White Plains    | 914-323-7000             | 1133 Westchester Avenue, White Plains, NY 10604            |
|        | Roark, Robert F           | A   | Equity Partner | White Plains    | 914-323-7000             | 1133 Westchester Avenue, White Plains, NY 10604            |
|        | Ross, Matthew P           | A   | Equity Partner | White Plains    | 914-323-7000             | 1133 Westchester Avenue, White Plains, NY 10604            |
|        | Sauter, Eric J            | A   | Equity Partner | White Plains    | 914-323-7000             | 1133 Westchester Avenue, White Plains, NY 10604            |
|        | Spolizio, Robert A        | A   | Equity Partner | White Plains    | 914-323-7000             | 1133 Westchester Avenue, White Plains, NY 10604            |
|        | Tillen, David L           | A   | Equity Partner | White Plains    | 914-323-7000             | 1133 Westchester Avenue, White Plains, NY 10604            |
|        | Tobin, Thomas W           | A   | Equity Partner | White Plains    | 914-323-7000             | 1133 Westchester Avenue, White Plains, NY 10604            |
|        | Tumbarello, Philip        | A   | Equity Partner | White Plains    | 914-323-7000             | 1133 Westchester Avenue, White Plains, NY 10604            |
|        | Vignali, Rosario M        | A   | Equity Partner | White Plains    | 914-323-7000             | 1133 Westchester Avenue, White Plains, NY 10604            |





## Nassau County Interim Finance Authority

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

1. Vendor: Wilson Elser Moskowitz Edelman & Dicker LLP (CLAT15000034)

2. Dollar amount requiring NIFA approval: \$ 0.01

Amount to be encumbered: \$ 0.01

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: 08/01/2010 - completion

Has work or services on this contract commenced? ☒ Yes ☐ No

If yes, please explain: Counsel continuing services as amendment is sent through approvals.

4. Funding Source:

☒ General Fund (GEN) ☐ Grant Fund (GRT)  
☐ Capital Improvement Fund (CAP) Federal % ☐  
☐ Other State % ☐  
County % 100

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:

Amendment to an existing outside counsel contract to represent the County in litigation related to asbestos claims from working in the Nassau County Coliseum, in the HAVA cases, and with EPA matters. This amendment is for a second opinion on litigation related to the County Guaranty cases.

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:

-CQAT14000023, \$50,000.00 encumbered on 12/03/2014  
-CQAT14000024, \$50,000.00 encumbered on 12/03/2014  
-CQAT15000004, \$100,000.00 encumbered on 04/30/2015

### 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.

Roseann Miller 1/27/16  
Signature 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.**