

E-181-17

NIFS ID:CLIT17000006**Department: Information Technology****Capital:**

SERVICE: GIS Support Services & Training

Contract ID #:CQIT15000002

NIFS Entry Date: 25-MAY-17

Term: from 21-AUG-17 to 20-AUG-19

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

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

Vendor Info:	
Name: Gannett Fleming Inc. d/b/a Geo Decisions	Vendor ID#: 251613591-02
Address: P.o.box 67100	Contact Person: Sonja
Harrisburg, PA 17106-7100	Schultheis
	Phone: 717-763-7211

Department:
Contact Name: Ed Eisenstein ***Final Complete contract to Vandana Manucha***
Address: 320 Old Country road
Mineola, NY 11501
Phone: 516-571-9920

Routing Slip

Department	NIFS Entry: X	25-MAY-17 -- VMANUCHA
Department	NIFS Approval: X	15-AUG-17 -- NSTANTON
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	16-AUG-17 -- RDALLEVA
OMB	NIFS Approval: X	15-AUG-17 -- MSEIDLER
County Atty.	Insurance Verification: X	15-AUG-17 -- NSARANDIS
County Atty.	Approval to Form: X	15-AUG-17 -- NSARANDIS
Dep. CE	Approval: X	28-AUG-17 -- CRIBANDO

Leg. Affairs	Approval/Review: X	18-AUG-17 -- MREYNOLDS
Legislature	Approval:	
Comptroller	NIFS Approval:	
NIFA	NIFA Approval:	

Contract Summary

<p>Purpose: Nassau County has been developing a County-wide Enterprise GIS since 1990. This contract will enable the vendor to provide GIS Support to further this development, as well as provide training in GIS software and functionality for County employees. The Purpose is to extend the term for the renewal period from 8/21/17 to 8/20/19. There are various Nassau County agencies utilizing our Enterprise GIS. Nassau County's GIS system provides crucial services to these County agencies. Examples include: 1) Firecom: GIS is married to the Firecom Street Locator System so that when a fire alarm is dispatched the system will deliver a GIS map at the same time. 2) DPW: DPW take GIS out into the field to respond to emergencies, log in maintenance activities and track the various permits the department issues. Additionally, Nassau County is involved in data sharing through GIS Licensing. Currently, there are over 700 licensed partners outside Nassau County government.</p> <p>The Services have been awarded to four vendors that Nassau County believes will best be able to provide the County with user support, system maintenance, system upgrade, systems administration and support, application development and training.</p>
<p>Method of Procurement: RFP</p>
<p>Procurement History: The Contract was entered into after a written request for proposals was issued on April 4, 2014. Potential proposers were made aware of the availability of the RFP by advertising in Newsday and on the LIFT/LISTnet websites. Proposals were due on May 5, 2014. Four proposals were received and evaluated. The evaluation committee consisted of: Steve Barry, Carl Bejarano, Anthony Paganini, Jim Slevin and Anthony Arcuri. The proposals were scored and ranked. As a result of the scoring and ranking (attached), four vendors were selected</p>
<p>Description of General Provisions: Description of General Provisions:</p> <p>Task 1 is GIS Support Services:</p> <ol style="list-style-type: none"> 1. On-call user support including problem resolution. 2. Data maintenance as required or as directed by the County. 3. New application development and continuing application development on work previously completed and on work in progress. 4. Systems Administration and Support. 5. Support for implementing software upgrades. <p>Task 2 is GIS Training: All training shall be conducted at a Nassau County provided site unless approved by the County Proposers. The vendor will inform the County if ESRI certification has been obtained and will provide the County with a list of the name(s) of certified trainers and the course work they have been certified in.</p> <ol style="list-style-type: none"> 1. GIS training will be provided for ArcGIS 10, Arc Editing and any additional training as directed by, and at the sole discretion of the County. 2. Provide the County with a list of all available ESRI training curricula that are available through the vendor. <p>Modification of ESRI training curricula to reflect the Nassau County GIS Environment</p>
<p>Impact on Funding / Price Analysis: n/a</p>
<p>Change in Contract from Prior Procurement: n/a</p>
<p>Recommendation: (approve as submitted)</p>

Advisement Information

BUDGET CODES	
Fund:	ITGEN1000
Control:	
Resp:	
Object:	DE505
Transaction:	
Project #:	
Detail:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue	
Contract:	
County	\$ 0.01
Federal	\$ 0.00
State	\$ 0.00
Capital	\$ 0.00
Other	\$ 0.00
TOTAL	\$ 0.01

LINE	INDEX/OBJECT CODE	AMOUNT
01	ITGEN1000/DE505	\$ 0.01
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
	TOTAL	\$ 0.01

NIFA Nassau County Interim Finance Authority

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

1. Vendor: Gannett Fleming Inc. d/b/a Geo Decisions

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

Amount to be encumbered: \$.01

This is a Amendment

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

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

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

3. Contract Term: 08/21/2017 to 08/20/2019

Has work or services on this contract commenced? N _____

If yes, please explain:

4. Funding Source:

X General Fund (GEN)	Grant Fund (GRT)	Federal % 0
Capital Improvement Fund (CAP)		State % 0
Other		County % 0

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

If not, will it require a future borrowing? N

Has the County Legislature approved the borrowing? N/A

Has NIFA approved the borrowing for this contract? N/A

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

Nassau County has been developing a County-wide Enterprise GIS since 1990. This contract will enable the vendor to provide GIS Support to further this development, as well as provide training in GIS software and functionality for County employees. The Purpose is to extend the term for the renewal period from 8/21/2017 to 8/20/2019. There are various Nassau County agencies utilizing our Enterprise GIS. Nassau County's GIS system provides crucial services to these County agencies. Examples include: 1) Firecom: GIS & married to the Firecom Street Locator System so that when a fire alarm is dispatched the system will deliver a GIS map at the same time. 2) DPW: DPW take GIS out into the field to respond to emergencies, log in maintenance activities and track the various permits the department issues. Additionally, Nassau County is involved in data sharing through GIS Licensing. Currently, there are over 700 licensed partners outside Nassau County government. The Services have been awarded to four vendors that Nassau County believes will best be able to provide the County with user support, system maintenance, system upgrade, systems administration and support, application development and training.

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

Nassau County Attorney as to form Y

Nassau County Committee and/or Legislature

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

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

Contract ID	Date	Amount

AUTHORIZATION

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

RDALLEVA

16-AUG-17

Authenticated User

Date

COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Authenticated User

Date

NIFA

Amount being approved by NIFA:

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

Authenticated User

Date

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

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

NIFA reserves the right to request additional information as needed.

RULES RESOLUTION NO. – 2017

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 INFORMATION TECHNOLOGY AND GANNETT FLEMING INC. D/B/A GEODECISIONS

WHEREAS, the County has negotiated an amendment to a personal services agreement with Gannett Fleming Inc. d/b/a GeoDecisions with regard to GIS support services and GIS training, 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 an agreement with Gannett Fleming Inc. d/b/a GeoDecisions

George Maragos
Comptroller



OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

CA/TI 5000002
CLIT 1700006

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: Gannett Fleming, Inc d/b/a GeoDecisions

CONTRACTOR ADDRESS: P O Box 67100, Harrisburg, PA 17106-7100

FEDERAL TAX ID #: 251613591-02

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 April 4, 2014. Potential proposers were made aware of the availability of the RFP by advertising in Newsday and on the LIFT/LISTnet websites. Proposals were due on May 5, 2014. Four proposals were received and evaluated. The evaluation committee consisted of: Steve Barry, Carl Bejarano, Anthony Paganini, Jim Slevin and Anthony Arcuri. The proposals were scored and ranked. As a result of the scoring and ranking (attached), four vendors were selected.

III. ☒ This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassau County on August 21st 2015. This is a renewal pursuant to the contract, or an amendment within the scope of the contract or RFP. The Contract was entered into after a written request for proposals was issued on April 4, 2014. Potential proposers were made aware of the availability of the RFP by advertising in Newsday and on the LIFT/LISTnet websites. Proposals were due on May 5, 2014. Four proposals were received and evaluated. The evaluation committee consisted of: Steve Barry, Carl Bejarano, Anthony Paganini, Jim Slevin and Anthony Arcuri. The proposals were scored and ranked. As a result of the scoring and ranking (attached), four vendors were selected.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; OR;
- ☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.
- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

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

Instructions with respect to Sections VIII, IX and X: All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

VIII. ☒ Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

IX. ☐ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

X. ☒ Vendor will not require any sub-contractors.

In addition, if this is a contract with an individual or with an entity that has only one or two employees: ☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.


Department Head Signature

5/25/17
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. 03/16

Exhibit A



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

None

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

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

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

Vendor: Gannett Fleming, Inc.

Dated: 13 April 2017

Signed:

Print Name: Robert M. Scaer, PE

Title: Chairman and CEO

Exhibit B

Exhibit B



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

Gannett Fleming, Inc. is not a lobbyist or lobbying organization.

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

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

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

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

None

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

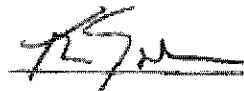
I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

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

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

Dated: 6/12/17

Signed:



Print Name:

Thomas L. Saltzer

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.

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

Per Mr. Robert Cleary's instructions, attached are the Principal Questionnaires for GeoDecisions officers:

- Brendan J. Wesdock, President
- Kevin J. Switala, Vice President
- Brian J. Smith, Vice President
- Thomas L. Saltzer, Vice President

PRINCIPAL QUESTIONNAIRE FORM

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

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

10 Principal Name Brendan J. Wesdock
Date of birth 09 / 09 / 1972
Home address 210 Moonefield Dr.
City/state/zip Smithfield, VA 23430
Business address 11837 Rock Landing Dr., Suite 200
City/state/zip Newport News, VA 23606
Telephone 757-346-2788
Other present address(es) _____
City/state/zip _____
Telephone _____
List of other addresses and telephone numbers attached

10 Positions held in submitting business and starting date of each (check all applicable)
President 01 / 01 / 2012 Treasurer _____
Chairman of Board _____ Shareholder 12 / 31 / 2008 (of Gannett Fleming Affiliates, Inc.)
Chief Exec. Officer _____ Secretary _____
Chief Financial Officer _____ Partner _____
Vice President 01 / 31 / 2008 _____
(Other)

10 Do you have an equity interest in the business submitting the questionnaire?
YES X NO ____ If Yes, provide details. Stockholder of Gannett Fleming Affiliates, Inc.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES X NO ____ If Yes, provide details. Stock purchases financed by company
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES X NO ____; If Yes, provide details. Senior Vice President of Gannett Fleming, Inc.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ☒ NO ☐
If Yes, provide details. See attached

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? YES ☐ NO ☒ If Yes, provide 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? YES ☐ NO ☒ 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? YES ☐ NO ☒ 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? YES ☐ NO ☒ 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? YES ☐ NO ☒ If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES ☐ NO ☒ 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? YES ☐ NO ☒ 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? YES ____ NO X 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? YES ____ NO X 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? YES ____ NO X 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? YES ____ NO X 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? YES ____ NO X 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? YES ____ NO X If Yes, provide details for each such year.

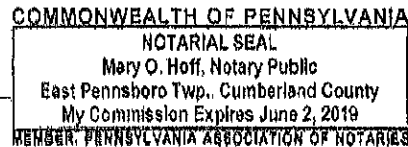
CERTIFICATION

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 OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Brendan J. Wesdock, 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.

Commonwealth of Pennsylvania, Cumberland County
Sworn to before me this 27th day of April 2017

Mary O. Hoff
Notary Public



Gannett Fleming, Inc. d/b/a GeoDecisions

Name of submitting business

Brendan J. Wesdock

Print name

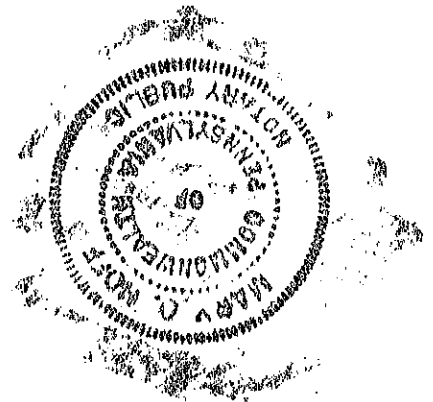
B. Wesdock
Signature

President

Title

04 / 27 / 2017

Date



#6 - Government Entity Awarded Contracts Since 5-1-2014

Client Name	Project Name	Current Fee (US)	Opened Date
PA Department of Transportation	PDT D5-E03017 Clayville Southern Blvd O/E	\$2,313,403.12	6/7/2014
County of Fairfax, VA	Fairfax Co-Flood and Dam BOA Yr 4/5	\$298,666.21	6/6/2014
MD Department of Transportation	MD SHA - Survey Eng Services	\$1,094,007.11	6/6/2014
Borough of Waynesburg	Waynesburg Borough - Prof Svcs O/E	\$234,583.20	6/9/2014
Delaware Co Reg Wtr City and Auth	DEL COA WTRP Planning & Design Svcs	\$242,550.00	6/13/2014
Greene Township Municipal Authority	GTMA-Fayetteville Interceptor Upgrd	\$283,400.00	6/13/2014
NJ Department of Treasury	NJDPMC-A1183-00 Etwalee Upgrades	\$418,226.00	6/13/2014
Boston Water and Sewer Commission	BWSC-Headquarters Facility As-Built	\$7,000.00	6/14/2014
PA Dept of Environmental Protection	PA DEP-BCF Auburn-New-Kemerville Dam	\$84,857.10	6/14/2014
City of Tampa	Tampa City - Perry Harvey Park	\$41,795.00	6/15/2014
Danville Municipal Authority	Danville-Main Interceptor to Conduit CM	\$126,709.00	6/15/2014
NJ Department of Transportation	NJDOT-Rte 1&6 & US 46 over Jones Rd	\$1,713,630.46	6/15/2014
Conneaut Valley Sewerage Auth	SRVSA-Hydroxamate Tank Replacement	\$56,379.50	6/15/2014
Allegheny County Sanitary Authority	ALCOBAN - CM Services	\$929,640.63	6/16/2014
City of Phoenix	Phoenix - On-Call Etwalee O/E	\$177,316.00	6/21/2014
FL DEP	FL DEP - Plant City 288625319	\$1,500.00	6/29/2014
FL DEP	FL DEP - Tampa 288625945	\$79,496.40	6/29/2014
FL DEP	FL DEP - Silver Springs 428842065	\$17,550.00	6/3/2014
FL DEP	FL DEP - Tampa 288602448	\$81,745.96	6/5/2014
PA American Water Company	PAWC-Rock Run Water Allow Permit	\$33,164.11	6/6/2014
City of Duluth	Duluth - Sandy Creek Creek Phase 1	\$39,290.00	6/6/2014
FL DEP	FL DEP - Cantonment 178607930	\$6,219.00	6/10/2014
FL DEP	FL DEP - Calhoun 038200443	\$40,082.40	6/10/2014
CT Department of Transportation	CTDOT - 5.09-02 (14) O/E Bridge	\$4,421,200.00	6/11/2014
PA Department of Transportation	PDT D11 - E03004 Georgetown O/E	\$999,904.79	6/11/2014
Baltimore County Public Schools	BCPS-CMS Relay Elementary School	\$1,682,800.00	6/12/2014
Baltimore County Public Schools	BCPS-CMS Westowne Elementary School	\$726,077.00	6/12/2014
Centre County Government	Centre Co RBA - Fiber Optic D/B	\$6,500.00	6/13/2014
Municipality of Mt Lebanon	Mt Lebanon - Consulting Eng Svcs	\$9,500.00	6/16/2014
PA Department of Transportation	PDT D2/Clinton City CI Svcs E03064	\$1,311,698.52	6/18/2014
Baltimore Co DEPS	Baltimore Co - Cooper Branch Restoration	\$305,910.85	6/18/2014
IA Department of Transportation	Iowa DOT - TIM On-Call Services	\$1,218,764.45	6/19/2014
PA Department of Water Resources	PA DWR-Corville Security Training	\$36,690.00	6/20/2014
Anne Arundel County MD	Anne Arundel-Hlth&Libry HQ HVAC O/E	\$89,500.00	6/24/2014
PA Department of Transportation	PDT D4 - E03101 Wyoming Shiden	\$2,009,572.00	6/26/2014
Shelby County Government	Shelby County Gov - Update CMP	\$74,906.32	6/26/2014
City of Newport News WaterWorks	Newport News-Central Plant CM Svcs	\$1,696,580.00	6/26/2014
PA Department of Transportation	PDT D5 - Open-End CI Svcs E03065 O/E	\$1,914,639.24	6/26/2014
New Castle County	New Castle County - Various Assign	\$3,980.00	6/30/2014
PA Department of Transportation	PDT D3 - E03168 Eng/Env O/E	\$1,676,010.01	6/30/2014
USDA/NRCS West VA State Office	USDA-NRCS WV-DI/C&R/Rivers/16	\$302,147.00	7/7/2014
NJ Department of Treasury	NJDPMC-DEP Backup Gen A1192	\$303,210.00	7/10/2014
City of Danbury	City of Danbury-Emergency Bridge Invest	\$109,879.16	7/11/2014
Military Surface Deployment & Distr	SDDCTEA-PortforNatIDefense-FY14	\$549,329.76	7/11/2014
Cameron Coaly Commission	Cameron Co-Northern Ttl Ph2CoalRpr	\$4,188.24	7/17/2014
Mon Valley Sewage Authority	MVSA - Monessen EQ Tank	\$2,666.08	7/17/2014
PA Department of Transportation	PDT D6-Cumberland/Fairfax CM E03169	\$921,431.40	7/18/2014
Danville Municipal Authority	Danville-Fisher Court Main Rploment	\$21,608.00	7/22/2014
PA Department of Transportation	PDT D5-E03054 Schuylkill/Carbon D/B	\$2,079,416.74	7/24/2014
PA Department of Transportation	PDT D5-E03160 District Degr/Misc O/E	\$1,239,364.52	7/29/2014
Chesapeake Water Authority	CWA-Rehab-VG Booster Pumping Station	\$251,650.00	7/31/2014
South Florida Water Mgmt District	SFWMD-WO1 GW Modeling for L-8 FEB7	\$634,789.00	8/5/2014
USDA/NRCS West VA State Office	USDA-NRCS WV-DI/C&R/1 Plant/Wrk	\$899,274.25	8/6/2014
City of Virginia Beach	Virginia Beach - Annual Svcs #24	\$301,074.00	8/7/2014
Lahigh County Authority	Lahigh Co-Alextown WTP Consultant Cont	\$114,088.00	8/7/2014
City of Tombstone	Tombstone - Fire Hydrant Inspection	\$17,500.00	8/6/2014
Anne Arundel County MD	Anne Arundel-Visitor Ctr Handbooks	\$89,981.68	8/12/2014
PA Department of General Services	PA DGS-Gallitzin Forest D6 Cx Svcs	\$16,171.49	8/14/2014

#6 - Government Entity Awarded Contracts Since 5-1-2014

Client Name	Project Name	Current Fee (US)	Opened Date
ME Department of Transportation	MaineDOT - NNEPRA Portland WYE FE	\$204,149.07	8/16/2014
City of Memphis	City of Memphis - CMAQ LP RP-CEI	\$20,617.97	8/21/2014
County of Berks	Berks Co VT Canal & Lock Elev Mod	\$921,166.60	8/22/2014
Easton Suburban Water Authority	ESWA/Water Storage Tank Program	\$269,970.10	8/28/2014
PA Department of Transportation	POTD BOND - R0349116 C/E	\$2,225,556.37	8/28/2014
Delaware Co Reg Wtr Cntrl Auth	DELCORA-Bioreactor CapImprvStudy	\$61,000.00	9/3/2014
FL DEP	FL DEP - Tallahassee 378637747	\$188,709.40	9/4/2014
FL DEP	FL DEP - Perry 628517107	\$68,344.12	9/4/2014
FL DEP	FL DEP - Madison 398510670	\$116,241.60	9/4/2014
Military Surface Deployment & Distr	SDDOTEA-PortforNatl Defense-4Ports	\$169,736.04	9/4/2014
FL DEP	FL DEP - CrasView 408512353	\$48,992.00	9/6/2014
PA DGS	PA DGS/DGS Annex Complex Services	\$53,457.98	9/5/2014
State College Borough	State College Boro Main Wdg CNG Upgrd	\$20,358.00	9/9/2014
USDA/NRCS MA State Office	USDA-NRCS MA - Dam Assessments	\$114,000.00	9/9/2014
Town of Montclair	Montclair Twp Dept of Utilities	\$437,400.00	9/16/2014
Montachusett Reg Translt Auth	MART - Environmental Services	\$20,900.00	9/17/2014
Gannett Fleming Project Development	GFPBC/ADOT 01743R003 State Arterial Wye	\$621.92	9/19/2014
PA Turnpike Commission	PTC - Geotech SAP 4400004501 O/E	\$712,175.73	9/19/2014
Labor of County Planning Department	LGPD-Traffic Signal Asst at Lab City	\$22,500.00	9/25/2014
FL DEP	FL DEP - Pepsi Lake City	\$15,984.86	9/30/2014
Federal Highway Administration	FHWA - National TM 2014 Work Plan	\$143,634.00	10/2/2014
USDA/NRCS ME State Office	USDA-NRCS ME - IDIQ Dam Assessments	\$69,979.00	10/6/2014
National Enviro Health Sciences	NIEHS - CD Cage Wash	\$2,355.00	10/9/2014
Hazleton City Authority	Hazleton City Auth-Solid Waste	\$14,460.00	10/10/2014
Baltimore Co DEPS	Baltimore Co Cunniff Hill SW Retro	\$86,067.90	10/15/2014
Anne Arundel County DPW	AA Co-9411 Hillsmere 186 Anch 2 SPS	\$177,870.37	10/16/2014
USDA Forest Service	USDA-Forest Svc-Eastern Reg EAP	\$155,942.00	10/16/2014
USDA Forest Service	USDA-Forest Svc-Southern Reg EAP	\$171,966.00	10/16/2014
Pinellas County Facilities & Management	Pinellas Co Park Maint Design Rvw Carwash	\$30,826.65	10/27/2014
Tamaqua Area Water Authority	Tamaqua-Storage Tank Repaint&Rehab	\$176,500.00	10/29/2014
Anne Arundel County MD	AA Co-Harwood Station Fire Dept VACE Eval	\$5,000.00	10/30/2014
Lower Frederick Township	Lower Frederick Twp-WWTP Upgrade	\$695,000.00	10/30/2014
Federal Transit Administration	FTA - PMO Services	\$1,239,956.00	11/1/2014
NJ Department of Treasury	NJDPMC-Elevator Upgrades A1213-00	\$338,660.00	11/1/2014
City of Avondale	Avondale - WRF Continuous Bldg Rpr	\$12,336.46	11/12/2014
City & County of San Francisco	San Francisco-GSA Fleet Program Plan	\$27,606.01	11/13/2014
Hanover County Virginia	Hanover County - Animal Services	\$80,814.10	11/14/2014
Madison Housing Authority	Madison Housing Auth-Elev Consult Sys	\$14,000.00	11/19/2014
New Jersey Transit Corporation	NJT Port 1 Services Fac Fire Response	\$53,000.00	11/24/2014
Hackettstown Municipal Utilities Auth	HMUA-Water Pollution Control Plant	\$186,722.00	11/25/2014
City of Norfolk Dept of Utilities	Norfolk City PS17 Sys Area Phd	\$199,760.00	11/26/2014
Lewisburg Area Joint Sewer Auth	Lewisburg Jt Sewer Auth-Digester	\$93,097.83	12/4/2014
Borough of Hanover	Hanover-General Engineering Svcs	\$162,031.41	12/5/2014
Bayshore Regional Sewerage Auth.	BRSA-ER Work Cleaning & Video Insp	\$9,798.06	12/11/2014
FL DEP	FL DEP - Tallahassee 37861865	\$161,097.90	12/10/2014
FL DEP	FL DEP - Perry 628517126	\$88,243.17	12/31/2014
PA Department of Transportation	POTD BOND - Corer Mount Training	\$49,179.17	1/2/2015
FL DEP	FL DEP - Marianna 328842253	\$71,419.92	1/6/2016
PA Department of Transportation	POTD BOND 2012 P3 Design Rvw O/E	\$9,806,214.46	1/7/2015
FL DEP	FL DEP - Tallahassee 378837746	\$42,064.30	1/9/2016
Dubuque City of	City of Dubuque - Streetscape	\$17,400.00	1/19/2015
Cambria County Planning Commission	Cambria Cty PO LRTP Ebensburg	\$106,318.35	1/21/2016
Easton Suburban Water Authority	ESWA - Reditswe Rd Water Main	\$96,000.00	1/21/2016
FL DEP	FL DEP - Worthington Spgs 630731602	\$26,924.36	1/21/2016
NC DOT	NC DOT - On-Site Incident Mgmt Subproj	\$37,875.31	1/21/2016
NC Department of Transportation	NC DOT-Traffic Noise & Air (2013 & 2016)	\$356,264.46	1/21/2016
Ladawanna River Basin Sewer Auth	LRBSA-Eng Svcs Archibald WWTP	\$120,972.00	1/22/2016
City of Tempe	Tempe - UP RR University Dr	\$19,631.93	1/23/2016

#6 - Government Entity Awarded Contracts Since 5-1-2014

Client Name	Project Name	Current Fee (US\$)	Opened Date
USDA/NRCS-CT State Office	USDA-NRCS-CT-BWR-FPE Stream Rest	\$229,593.00	2/2/2015
City of Phoenix	Phoenix-On-Call Eng Contract139739	\$641,169.66	2/5/2015
Federal Transit Administration	FTA-PMD Services UTA Provo Comm BRT	\$1,056,873.00	2/12/2015
FL DOT	FDOT D4 - SR-817 University Dr Dsgn	\$2,866,825.20	2/13/2015
State of Montana	MT DWR - Dam Intervention Toolbox	\$50,000.00	2/18/2015
South Florida Water Mgmt District	SFWMD - S-12 Tower Geotechnical Svc	\$20,761.30	2/18/2015
State of Hawaii	Hawai-2015 EAP TableTop Workshops	\$107,178.00	2/18/2015
Lehigh County Authority	Lehigh Co-Suburban Div Wtr Main Repl	\$314,842.26	2/19/2015
Danville Municipal Authority	Danville-B Market Dr Sewer Repl	\$94,900.00	2/25/2015
NJ Department of Transportation	NJDPMO-Engineering Consulting Svs	\$97,180.00	3/3/2015
FL DOT	FDOT De-DW Freight Logistics & FAX	\$1,466,956.22	3/5/2015
City of Doral	Doral City - Prof Gen Eng Svcs 2015	\$274,566.58	3/12/2015
CT Department of Transportation	CTDOT - Danbury Hills (2675 and 315)	\$4,986,093.00	3/16/2015
City of Tempe	Tempe - TTL Annual Report 2015	\$14,512.00	3/19/2015
MA Bay Transportation Auth	MBTA Red Line Elevator Upgrades	\$2,921,211.41	3/19/2015
South Florida Water Mgmt District	SFWMD - WO2 JW Corbett Levee Phase1	\$333,074.85	3/19/2015
Anna Arundel County MD	Anna Arundel County Field House	\$66,491.30	3/20/2015
City of Richmond	Richmond - Annual Eng Const Svcs	\$117,167.39	3/20/2015
PA Department of Transportation	PDT D1 - E03330 SR 4012 Add	\$1,409,821.11	3/20/2015
Borough of Hanover	Hanover-Lawrence Barker Sheppard Dam	\$378,480.00	3/27/2015
NJ American Water Company	NJAWC-RM High C Florida System Svcs	\$24,936.00	4/2/2015
NJ Turnpike Authority	NJTA-OPS A3680 On-Call Engineering	\$1,967,442.19	4/2/2015
PA Department of Transportation	PDT BLASO In-lagel Adjustment Twp	\$21,123.81	4/12/2015
York Township Water & Sewer Auth	York Twp W&S - Tyler Run Intropt	\$101,300.00	4/10/2015
NJ Department of Transportation	NJDOT Mobile Bridge C/ Term A09 942	\$3,740,931.79	4/16/2015
PA Department of Transportation	PDT BLASO - ABLRFD Training	\$27,819.86	4/16/2015
PA Department of Transportation	PDT D3 - DAV O/E Const Insp E03150	\$616,649.50	4/20/2015
Delaware Co Reg Wtr City Cntrl Auth	DELCORA-CnsilEngRpt2016BondIssues	\$17,600.00	4/29/2015
FL DOT - District 6	FDOT DE - Expert Witness & Litigati	\$5,000.00	4/29/2015
Bayshore Regional Sewerage Auth	BRSA-Collection System Improvements	\$108,764.32	4/30/2015
NJ Turnpike Authority	NJTA - OPS No R3660 C/	\$1,446,504.00	4/30/2015
Upper Paxton Township	Upper Paxton Twp-Chelton Storm Sewr	\$9,184.63	4/30/2015
City & County of San Francisco	San Francisco-GSA Heat Shops Spp	\$400,000.00	5/1/2015
Lehighon Water Authority	Lehighon - WTP SCADA Upgrade	\$9,600.00	5/1/2015
Waynesboro Borough Authority	WBA-Central WW Engineering Svcs	\$34,251.24	5/11/2015
City of Baltimore	Baltimore-OnCall ArchDesign	\$129,680.63	5/13/2015
Lehigh County Authority	Lehigh Co-Allenstown Div Water Syst	\$234,900.00	5/14/2015
MD Motor Vehicle Administration	MD MVA- Arch and Eng services	\$690,269.94	5/15/2015
PA Department of Transportation	PDT D3 E0014 Jackson Corner Slope	\$436,180.17	5/15/2015
Tri-County Reg Planning Commission	TCRPC - O/E	\$77,173.87	5/22/2015
PA Department of Transportation	PA DOT-Route 24 and I-93 Study	\$80,201.77	5/27/2015
Bradford Sanitary Authority	Bradford Sanitary Auth-Annual Svcs	\$677,000.00	5/28/2015
City of Phoenix	Phoenix-School Transit Facility Refurb	\$1,270,306.66	5/28/2015
PA State System of Higher Education	PASSHE-Professional Svs O/E	\$37,957.00	5/28/2015
USDA/NRCS-PA State Office	USDA/NRCS-PA-Hipania Camp Rehab	\$445,274.38	5/28/2015
Baltimore Co. DEPS	BaltimoreCo-CedarBranchRestoration	\$332,496.47	5/29/2015
FL DOT	FDOT D2 Dwytn-Jacksonville Recruit	\$1,800,640.00	5/29/2015
Mary C. Schaner Senior Center	MaryCSchanerSrCtr-Renov Feas Stdy	\$6,108.88	5/29/2015
DE Water Pwr Auth	DEPA - REG Elect and Mech Svcs O/E	\$3,499,97.97	5/29/2015
PA Game Commission - Land Mgmt	PA Game Comm-Shohola Dam Assessment	\$19,940.00	6/8/2015
USDA/NRCS-PA State Office	NRCS-PA-Beaver Creek Dam Rehab	\$606,666.62	6/9/2015
Lower Swatara Township	LowerSwataraTwp/TCRPC-CompPlanUpdle	\$61,977.00	6/10/2015
Borough of Hanover	Hanover-WTP Improvements Phase Two	\$1,084,990.00	6/11/2015
Franklin Township Sewer Authority	Franklin Twp SA - Annual Services	\$7,300.00	6/11/2015
NJ American Water Company	NJAWC-RM Automation Update Project	\$37,950.00	6/11/2015
PA Department of Transportation	PDT D3 - E03409 US220 122 Corridors	\$2,317,173.75	6/11/2015
AZ Department of Transportation	ADOT - On-Call MFD 11-0024/3	\$136,837.00	6/12/2015
Delaware Co Reg Wtr City Cntrl Auth	DELCORA-GateReplacement W RTP	\$326,200.00	6/12/2015

#6 - Government Entity Awarded Contracts Since 6-1-2014

Client Name	Project Name	Current Fee (US)	Opened Date
NJ Dept of Environmental Services	NJDEP-Dam Infrastructure & Assessments	\$770,966.66	6/12/2015
NJ Department of Transportation	NJDOT-RI 4 Teaneck Rd Bridge Replac	\$926,512.64	6/12/2015
NJ Turnpike Authority	NJTA-OPE A1582 On-Call Engineering	\$1,751,260.99	6/12/2015
SEPTA	SEPTA - GEO 2014 O/E	\$7,424,466.00	6/12/2015
East Pennsboro Township	East Pennsboro - Comp Plan Update	\$10,523.31	6/24/2015
Marion Township	Marion Township-Engineering Svcs	\$6,800.00	6/24/2015
Perry Township	Perry Township-TransImpact Fee Update	\$10,000.00	6/24/2015
NJ Department of Treasury	NJDPMO-Elev Upgrades A1217-00	\$517,690.00	6/26/2015
PA Department of Transportation	PDT-BO-E03095 Dam O/E #06	\$499,966.66	6/26/2015
FL DEP	FL DEP-COT Royal Street Parking Lot	\$173,384.46	7/6/2015
FL DEP	FL DEP - COT Fire Station 8	\$35,329.46	7/6/2015
FL DEP	FL DEP - COT Fire Station 17	\$24,646.49	7/6/2015
FL DOT	FDOT-D4-DW Data Collect & Analysis	\$757,676.14	7/9/2015
FL DOT	FDOT D7 - RTA 14	\$872,208.00	7/9/2015
East Greenbush Township	East Greenbush Twp Dam Related Eng Svcs	\$491,822.35	7/9/2015
Perry Township	Perry Twp - Annual Service	\$305,120.00	7/9/2015
SEPTA	SEPTA - Jenkintown Wyncote Sta Improvmt	\$2,074,204.00	7/9/2015
Anne Arundel County DPW	AnneArundel-BroadCreekWTP#1	\$89,438.68	7/21/2015
Ridley Township	RidleyTwp - GaragetPaveSpill	\$164,659.63	7/21/2015
PA Department of Transportation	PDT-BO-E03293 Brdg Rplmnts GroupA	\$6,420,605.44	7/22/2015
Miami-Dade Co Public Works Dept	Miami-Dade Co - EOP Land Use Review	\$219,092.50	7/23/2015
FL DEP	FL DEP - Sunshine Food Mart	\$97,746.12	7/30/2015
PA Department of Transportation	ADOT - Project On Call 2014-006-01	\$1,335,297.00	8/7/2015
City of Colonial Heights, DPW	Colonial Heights - Elevated Tanks	\$17,802.50	8/7/2015
PA Department of Transportation	DOT-D7 - Task Broad Salvage	\$2,134,100.00	8/7/2015
Delaware Co Reg Wtr City Cntrl Auth	DELCORA-Aeration Sys 4th Blower Install	\$128,200.00	8/7/2015
PA Department of Transportation	PDT-BO-E03242 S133100 13M Dredgment	\$1,028,156.76	8/7/2015
FL DEP	FL DEP - Jim Martin Tire	\$18,768.03	8/17/2015
City of Stamford	Stamford WPCA-Sludge Dewatering Imp	\$85,600.00	8/18/2015
Greencastle Area/Franklin Co Wtr Au	Greencastle-General Engineering Svcs	\$69,086.13	8/18/2015
Hopewell Township	Hopewell Township-WWTP	\$10,000.00	8/18/2015
NJ Department of Treasury	NJDPMC-MVC-Engineering Svcs Y0191-00	\$66,570.00	8/18/2015
Perth Amboy	Perth Amboy - Comp Plan Update	\$66,259.00	8/19/2015
Metropolitan Council	Metro Council-OnCall Transit Eng Svcs	\$22,960.00	8/19/2015
Anne Arundel County DPW	Anne Arundel's On-Call	\$670,576.46	8/21/2015
Delaware Co Reg Wtr City Cntrl Auth	DELCORA-Additional Air Release Valve	\$16,034.60	8/21/2015
PA Turnpike Commission	PTC - Reconstruct NE Ex A53-57 O/E	\$7,420,067.99	8/21/2015
VA Railway Express	VA Railway - GEO VII Task Area E	\$0.00	9/4/2015
FL DEP	FL DEP - Amn July #119	\$42,429.32	9/18/2015
PA Department of Transportation	PDT BoPD-E03516 Var Eng Sve O/E	\$1,988,482.04	9/14/2015
USDA-NRCS-EC State Office	USDA-NRCS-EC-Dam Assessments	\$80,000.00	9/14/2015
County of Montgomery	MCPC-Ridge Pike Roadway Reconstr-Widen	\$798,339.79	9/16/2015
NC Department of Transportation	NC DOT - Structure Design Services	\$145,667.37	9/17/2015
PA Department of Transportation	PDT-E03521 Facilities Design O/E	\$1,198,968.50	9/17/2015
Denver Water	Denver City & Co-Silver Lake Dam 120	\$54,208.00	9/22/2015
VA Railway Express	VA Railway - GEO VII Task Area B	\$0.00	9/23/2015
Eastern Suburban Water Authority	ESWA-General Engineering Services	\$72,800.00	9/24/2015
FL DEP	FL DEP - HCSB Marshall	\$1,702.80	9/24/2015
LA DOTD	LA DOTD - I-9 CSB Services	\$1,165,150.00	9/29/2015
FL DEP	FL DEP - Crescent Alma, Inc.	\$65,551.98	9/29/2015
NJ Department of Transportation	NJDOT-RI-440 Bridge RI 9 13P Ramps	\$1,167,752.76	9/29/2015
City of Chapel Hill	Chapel Hill-Pedestrian Bridge Insp	\$67,200.00	9/28/2015
Firelands Council MPO	Firelands County MPO - GEO	\$128,203.67	9/30/2015
Pueblo of San Felipe	PSF-Minerals Valuation	\$246,470.00	9/30/2015
Military Service Deployment & Dist	SDSCTEA-Traffic Eng Svcs O/E	\$2,433,804.66	10/1/2015
NJ Department of Treasury	NJDPMC-A1219 3rd Party M&V Svcs	\$149,084.00	10/1/2015
Delaware Co Reg Wtr City Cntrl Auth	DELCORA - P&R Bar Screen Rehab	\$35,000.00	10/19/2015
City of Baltimore DPW	Baltimore-1180.3 Small Wtr Main Replac	\$900,005.16	10/14/2015

#6 - Government Entity Awarded Contracts Since 5-1-2014

Client Name	Project Name	Current Fee (US)	Opened Date
Wayne USA & Public Water Works Board	USAG - FCBiley Traffic Sign Plan	\$22,600.00	10/14/2016
FL DEP	FL DEP - 7-Eleven Food Store #10349	\$1,092.00	10/26/2016
City of Tempe	Tempe - FCB Dam Decommissioning	\$140,492.00	10/27/2016
FL DEP	FL DEP - Palmour Property	\$243,124.97	10/27/2016
FL DEP	FL DEP - COT Fire Dept. Communication	\$87,094.61	10/28/2016
Anne Arundel County Public Schools	AACPS - Roof Replace Bates MS	\$97,660.47	10/29/2016
FL DEP	FL DEP - COT Fire Station 14	\$26,338.48	10/29/2016
FL DOT, District 6	FDOT D6 - Traffic Operation Studies	\$467,644.81	10/29/2016
NJ Department of Transportation	NJDOT ADA Audit - Contract 1	\$892,910.07	11/6/2016
Delaware Co Reg Wtr City Cntrl Auth	DELCORA - DiffAerationPanesReplace	\$344,100.00	11/10/2016
FL DEP	FL DEP - COT Fleet Maintenance 7	\$244,692.17	11/16/2016
MD DGS	MD DGS - APB&G LawyersMall	\$55,393.00	11/10/2016
Delaware Co Reg Wtr City Cntrl Auth	DELCORA - Design (New) EPS1	\$1,393,000.00	11/12/2016
Bayshore Regional Sewerage Auth	BRSA-WKeansburg Pump Stn Force Main	\$24,730.00	11/13/2016
NJ Department of Transportation	NJDOT - 2016M0326 QASOC	\$1,415,844.73	11/15/2016
Nevada Irrigation District	NV ID-FERC Dam Safety & OIP Train	\$81,950.00	11/23/2016
New Jersey Water Supply Authority	NJWSA - Splice Pump Control Vault	\$77,600.00	11/23/2016
PA Department of Transportation	PDT BoPD-E03471 Var Eng&Adm Sys O/E	\$611,088.48	11/23/2016
Florida Metropolitan Planning Org	FMPO-SR991931 CM-DevPlanStudy	\$180,000.00	11/24/2016
FL DEP	FL DEP - McDonald Mine	\$163,091.72	12/3/2016
NJ Department of Transportation	NJDOT-Route 22 Middle Brook Road	\$1,201,650.00	12/8/2016
Borough of Freeburg	Freeburg-Annual Engineering Svcs	\$10,124.98	12/17/2016
City of Reading	City of Reading - Berhart Dam Insp.	\$10,200.00	12/17/2016
MA Department of Transportation	MassDOT-Route 5 Rehabilitation	\$1,116,616.76	12/22/2016
County of Montgomery	MCFA-BE-1418 Dam Grave Mill Rd	\$265,400.00	12/23/2016
HI Board of Land&Natural Resources	HI Board of Natural Res - DamAssessmt	\$410,239.23	12/23/2016
NJ American Water Company	NAJAW - New Egypt Well	\$527,245.00	12/23/2016
Lehighon Water Authority	Lehighon-WTP Control System Improve	\$441,000.00	1/4/2016
Lehighon Water Authority	Lehighon Distribution Main Reconnect	\$275,000.00	1/4/2016
Borough of Danville	Danville - Article 1 Services	\$20,000.00	1/5/2016
Borough of Danville	Danville - Article 2 Services	\$108,000.00	1/5/2016
Lehighon Water Authority	Lehighon-Emergency Pwr Generator Rplc	\$48,000.00	1/5/2016
Shenandoah Township Municipal Auth	Shenandoah Twp - Sanitary Sewer Analysis	\$6,388.00	1/6/2016
South Florida Water Mgmt District	SFWMD - C-43 Reservoir Type II IEP	\$806,248.88	1/6/2016
Miami Dade MPO	MiamiDade MPO-Prof Services	\$416,850.00	1/7/2016
Borough of East Stroudsburg	East Stroudsburg -Comp Plan Update	\$95,839.00	1/15/2016
State College Borough	State College Boro-Misc Project Asst	\$13,560.00	1/20/2016
State of Hawaii	Hawaii-Dam Safety Review Services	\$90,909.09	1/20/2016
City of Newport News	City of Newport News - Misc Services	\$43,852.80	1/21/2016
Franklin Township	Franklin Twp-Soda System Upgrd Degrn	\$69,500.00	1/21/2016
NJ Department of Transportation	NJDOT- Bridge Insp Services	\$960,314.24	1/21/2016
Orlando Urban Area Metropolitan	Orlando Metroplan - ITS Master Plan	\$496,026.66	1/21/2016
U.S. Army Corps of Engineers	USACE - Pittsburg District	\$392,619.95	1/21/2016
DE River Port Auth	DRPA - Eng Consulting Svcs	\$298,472.84	1/22/2016
DE River Port Auth	DRPA-PATCO Sub Station C.D. EN5200	\$187,400.00	1/22/2016
City of Scottsdale	Scottsdale - On Call Services 2016	\$89,950.00	2/1/2016
NJ Department of Treasury	NJDPMC - T0566-00 Elmwood TCO	\$104,000.00	2/1/2016
City of Tempe	Tempe - 2015 Annual Report	\$7,600.00	2/2/2016
City of Phoenix	Phoenix-On Call PS&HA Term4 Yr Rpts	\$80,346.46	2/4/2016
York Township Water & Sewer Auth	York Twp W&S Auth - Annual Svcs	\$45,233.62	2/4/2016
USDA/NRCS CT State Office	USDA-NRCS CT - Dam Assessment	\$200,000.00	2/12/2016
NJ American Water Company	NAJAW - Adelphi Sewer System	\$26,405.00	2/15/2016
PA Department of Transportation	PDT 911 - EC-2014 Engineering O/E	\$238,158.17	2/15/2016
PA Dept of Environmental Protection	PADEP-Flat Rock Dam Analysis & EAP	\$39,162.24	2/16/2016
Borough of Smithport Authority	Smithport Auth Annual Services	\$84,850.00	2/17/2016
FL DEP	FL DEP - Desoto County Sheriff's Ofc	\$40,335.96	2/18/2016
City of Casa Grande	CCOG-Cottonwood Ln Arizona Rd Study	\$48,000.00	2/19/2016
NJ Department of Transportation	NJDOT- 2016PM026N	\$1,599,374.83	2/19/2016

#6 - Government Entity Awarded Contracts Since 5-1-2014

Client Name	Project Name	Current Fee (US)	Opened Date
MOHAWK Township	MOHAWK Twp - Chapter 94 Report	\$3,800.00	3/25/2016
FL DEP	FL DEP - Centurian Jacksonville	\$41,992.16	2/28/2016
Washington County Service Authority	WCSA - South Park Inmate Study/Improve	\$165,210.70	3/1/2016
FL DEP	FL DEP-Pinellas Co Juvenile Welfare	\$28,628.66	3/2/2016
Denver Water	Denver City & Co. Williams Park Dam Bypass	\$161,900.00	3/3/2016
City of Norfolk Dept. of Utilities	Norfolk City-PS17 Sys Area Ph9	\$214,930.00	3/4/2016
FL DEP	FL DEP - Texaco 175 Gainesville	\$89,792.94	3/9/2016
NJ Department of Treasury	NJDPMC - M1379-00	\$89,936.40	3/10/2016
Oakland Township	Oakland Township - Annual Services	\$3,705.00	3/10/2016
West Virginia Conservation Agency	WVCA - Dam Rehabilitation	\$3,007,690.00	3/10/2016
City of Tempe	Tempe - UPRR Broadway Rd	\$15,466.60	3/14/2016
FL DEP	FL DEP - Commodore Point Trml	\$33,431.58	3/15/2016
PA Department of Transportation	PDT - E03467 Ring Brv O/E	\$334,991.23	3/16/2016
Anne Arundel County DPW	AA Co - Heritage Harbor 2 SP8	\$245,305.52	3/17/2016
City of Reading	City of Reading - Misc Eng Services	\$3,250.00	3/17/2016
Town of Greenwich	Greenwich - Electrical System Assmt	\$44,200.00	3/17/2016
N American Adler Company	N.A.W. - Swimming Pool WTP	\$1,206,670.00	3/18/2016
PA Department of Transportation	PDT BPT - CM Deputate E03648	\$1,198,997.30	3/25/2016
San Mateo Area Water Authority	San Mateo Still Creek Dam Rehab Proj	\$454,504.70	3/28/2016
Delaware Co Reg Wtr Qlty Cntrl Auth	DELCORA-WRTP 16KV Svc Equip Repl	\$24,750.00	3/29/2016
Eastern Suburban Water Authority	ESWA - Canal St/Wood Ave Wht Main Rplc	\$163,750.00	3/30/2016
Chittenden Co Reg Planning Comm	Chittenden Co - ATM8	\$702,856.00	3/31/2016
City of San Carlos	San Carlos - Structure Capacity Study	\$17,059.11	3/31/2016
MA Department of Transportation	MassDOT-NewMarlboroughBrg N-08-010	\$269,388.29	3/31/2016
Delaware River Joint Toll Bridge	DRJTB-C178 Bridge & Approach Slab Rehab	\$691,147.49	4/1/2016
FL DEP	FL DEP - Thompson Property	\$34,453.52	4/9/2016
Piedmont Authority	Piedmont Auth - Comp Maint Plan	\$24,900.00	4/9/2016
City of Baltimore DPW	Baltimore - WC1295R-Towson Generator	\$807,340.74	4/14/2016
FL DOT District 4	FLDOT D4 - DW Phase Review	\$395,812.37	4/14/2016
US Fish and Wildlife Service	USFWS - DIQ Services	\$712,636.46	4/14/2016
FL DOT - Central Office	FLDOT - Policy Planning Consultant	\$811,699.66	4/20/2016
PA Department of Transportation	PDT D8 - Adams & Franklin Ct E03603	\$503,203.60	4/22/2016
FL DEP	FL DEP - Grant Off #205	\$26,660.50	4/27/2016
FL DEP	FL DEP - Russell C. Holley	\$69,253.43	4/27/2016
FL DEP	FL DEP - Quick Food Mart #6	\$75,266.42	4/27/2016
FL DEP	FL DEP - Sherman Fueling	\$63,940.95	4/27/2016
NJ Department of Treasury	NJDPMC - General Contract Y0108	\$95,325.00	4/28/2016
City of Baltimore	Baltimore - On-Call Eng Dagn 1232	\$77,012.79	4/29/2016
NJ Turnpike Authority	NJTA-A3599 On-Call Mech Eng Svcs	\$1,224,134.85	4/29/2016
Delaware Co Reg Wtr Qlty Cntrl Auth	DELCORA-WRTP 16KV Cable Replacement	\$22,200.00	5/4/2016
Public Utility District of Grand County, WA	Public Utility District Technical Services	\$40,000.00	5/9/2016
Anne Arundel County MD	AA Co - CFSU Elevator Study	\$62,977.94	5/11/2016
NJ Department of Treasury	NJDPMC-A1246 Bayview H&A Bldg	\$242,365.00	5/11/2016
NJ Department of Treasury	NJDPMC-A1249-00-Elevator-Taxation	\$249,145.00	5/12/2016
NJ Turnpike Authority	NJTA-OPS P3893 G&P Resurfacing Cl	\$1,820,637.00	5/12/2016
Atlantic County	AtlanticCo-Old Harding Hwy Resurfao	\$95,162.00	5/13/2016
NC Department of Transportation	NC DOT-Piedmont Corridor Analysis O/E	\$67,801.89	5/13/2016
Anne Arundel County MD	Anne Arundel - FY16 HVAC Renov Sids	\$99,726.52	5/24/2016
NC Department of Transportation	NC DOT-19816-1994 Inter Terminal O/E	\$130,031.23	5/24/2016
NJ Department of Treasury	FS	\$299,340.00	5/24/2016
USFWS - Excavate Office	USFWS-NRCS-IX-Broad Brushy Creek 32	\$54,845.16	5/24/2016
NC Department of Transportation	NC DOT-Piedmont Corridor, Infrast	\$64,856.45	5/25/2016
PA Department of Transportation	O/E	\$399,632.54	6/8/2016
PA Fish & Boat Commission	PADEP-FBC-Eng Svcs Children's Lake	\$49,480.00	6/7/2016
NJ Department of Treasury	FS	\$369,940.00	6/8/2016
PA Department of Transportation	PDT D11 - E03394 O/E	\$217,711.07	6/13/2016
Lower Meriondale Twp Police Dept	Lower Meriondale Twp Police Dept	\$121,400.10	6/14/2016
Miami-Dade County	Miami-Dade - EOP Design Services	\$126,210.40	6/20/2016

#6 - Government Entity Awarded Contracts Since 5-1-2014

Client Name	Project Name	Current Fee (US)	Opened Date
Upper Merion Township	Upper Merion Twp-WWTP Study	\$99,000.00	6/21/2016
Borough of Mansfield	Mansfield-WWTP Compost Permit	\$8,000.00	6/22/2016
Caryville Municipal Authority	Caryville Lodge Prob Water Sewer Serv	\$32,000.00	6/23/2016
New Freedom Borough	New Freedom Borough-General Svcs	\$50,689.00	6/23/2016
Drifters Engineering Services, Inc.	DESI/Various - Materials Testing	\$1,745.00	6/24/2016
MD DGS	MD DGS - On-Call	\$98,176.40	6/24/2016
City of Tampa	COT WFT Concrete Slab Cond Assess	\$483,705.00	6/30/2016
Conewago Township	Conewago Twp- General Engineering	\$285,876.64	6/30/2016
Reading Township	Reading Twp-General Engineering	\$61,826.00	6/30/2016
Conewago Township	ConewagoTwpAuth- GeneralEngineering	\$55,100.00	7/1/2016
City of Williamsport	City of Williamsport RVT Proj Svcs	\$31,500.00	7/5/2016
NC Department of Transportation	NCDOT - I40 Bridge Coatings QA QC	\$876,387.20	7/7/2016
Anne Arundel County DPW	AA Co - Green & Grt Facility	\$370,154.70	7/8/2016
FL DEP	FL DEP - SK & NK United	\$96,493.76	7/13/2016
FL DEP	FL DEP - Miami Int'l Airport	\$50,884.48	7/15/2016
Town of Louisa	Louisa Town - WDWater Dist Sys Eval	\$29,981.00	7/14/2016
PA Department of Transportation	PDT D5-E03608 Transportation O/E	\$1,609,046.44	7/15/2016
USDA/NRCS MA State Office	USDA-NRCS MA-Tyler Dam Rehab Design	\$103,759.80	7/18/2016
USDA/NRCS MA State Office	USDA-NRCS MA-Bowen Hill Dam	\$135,607.56	7/19/2016
PA Dept of Env Protection BMR	PADEP - BAMR Silver Rock	\$57,583.17	7/20/2016
Anne Arundel County DPW	AA Co - CRF HVAC Modifications	\$112,270.42	7/21/2016
DE River Port Auth	DRPA-PATCO Control Center Reloc	\$1,400,103.93	7/28/2016
FL DEP	FL DEP - Speedway #5540	\$185,298.20	8/3/2016
PA Department of Transportation	PDT D3-E03715 Eng/Env O/E	\$1,620,933.69	8/4/2016
Carroll Valley Borough	Carroll Valley Borough-General Svcs	\$71,002.00	8/10/2016
Hazleton City Authority	Hazleton City Auth-Fluoride Rm Eval	\$5,900.00	8/12/2016
USDA/NRCS MA State Office	USDA-NRCS MA-Shoot Creek 458 Dams	\$46,000.00	8/17/2016
FL DEP	FL DEP - EZ Save	\$101,313.49	8/24/2016
NC Dept of Environmental Services	NHDES - On Demand Structural Svcs	\$3,828.00	8/26/2016
NC Department of Transportation	NCDOT-Charlotte Station Cost StudyOE	\$54,949.09	8/31/2016
FL DOT District 4	FLDOT Co - GEC Multimodal 2016	\$7,207,909.58	9/12/2016
CT Department of Transportation	CTDOT-Task Order ITS Services	\$1,242,000.00	9/13/2016
Anne Arundel County DPW	AA Co - UST Replacement FY 16	\$67,810.32	9/14/2016
Wilmington Township	Wilmington Township - Act 537update	\$8,800.00	9/14/2016
State of Arizona ADCA	ADCA - El Capitan Dam Elev Assess	\$7,469.67	9/15/2016
Maryland National Capital Park	MNCPPC - On-Call	\$61,670.06	9/16/2016
Starford Water Pollution Control	Starford WPCA-Panry Sludge Line Rep	\$5,400.00	9/23/2016
FL DEP	FL DEP - JH Williams Oil Co	\$17,324.40	9/26/2016
Federal Highway Administration	FHWA - TIM Network Action	\$108,490.00	9/27/2016
Waynesboro Borough Authority	WBA-Water Treatment Plant Eval	\$53,600.00	9/28/2016
Waynesboro Borough Authority	WBA-Arlington Dam Hsh	\$68,547.00	9/28/2016
Anne Arundel County DPW	AA Co - Marley Creek Eason School	\$150,454.21	9/29/2016
National Railroad Passenger Corp	Amtrak - RPO Train Utility Enhance	\$20,597.20	9/29/2016
Anrville Township Authority	Anrville Twp - Eng Svcs	\$10,200.00	10/6/2016
PA Department of Transportation	PDT D12-E03635 70 SR Det OE	\$2,811,302.05	10/7/2016
NJ Department of Transportation	NJDOT - OakTreeConrailLehighValley	\$717,006.89	10/13/2016
PA Department of Transportation	PDT D1400-ABL RPA Rating 2016/2017	\$32,265.00	10/14/2016
Anne Arundel County DPW	AA Co - Back Creek Stream Restore	\$137,828.64	10/21/2016
State College Borough	State College Boro-Carter Way Study	\$66,639.00	10/25/2016
PA Department of Transportation	PDT D11-E03673 NTIS Inspections	\$4,018,127.39	10/26/2016
FL DEP	FL DEP - Green Springs Water	\$46,627.20	10/27/2016
PA Dept of Environmental Protection	PA DEP-Professional Svcs 2016-2021	\$0.00	10/27/2016
Boston Water and Sewer Commission	BWSC-Hazardous Facility Air-Bull	\$8,935.00	10/28/2016
PA Department of Transportation	PDT D3 - E03684 C8VT CI	\$3,563,476.53	11/8/2016
Anne Arundel County MD	AA Co - AB CMP On Cal	\$442,184.93	11/17/2016
Cornwall Borough, Leb Co Mun Auth	Cornwall Boro-Water Syst Model	\$80,600.00	11/21/2016
PA Department of Transportation	PDT E040 - B01R20 Var Eng Svcs O/E	\$506,463.69	11/21/2016
Anne Arundel County DPW	AA Co - Marley Creek Old Mill	\$208,410.97	11/22/2016

#8 - Government Entity Awarded Contracts Since 5-1-2014

Client Name	Project Name	Current Fee (US)	Opened Date
NJ Department of Transportation	NJDOT Transportation Asset Mgmt Plan	\$325,338.01	12/1/2016
Bayshore Regional Sewerage Auth	BRSA - 2016 Sewer Rehab - Phase I	\$195,790.00	12/7/2016
Greencastle Area Franklin Co Wtr Auth	Greencastle WTP Tank Repair	\$104,760.00	12/7/2016
Allegheny County	Allegheny Co-Armstrong Tunnel Rehab	\$621,338.01	12/9/2016
U.S. Army Corps of Engineers	USACE - North Post Access/Control Pt	\$85,388.40	12/9/2016
NJ Department of Treasury	NJDPMC- A1241-00 Energy Audit & CHP	\$306,200.00	12/20/2016
NJ Department of Treasury	NJDPMC- A1251-00 Bank St. Parking Gar	\$184,325.00	12/20/2016
PA Department of Transportation	PDT D6-SR0095 APC#065687 PI283	\$6,620,849.85	12/20/2016
York Township Water & Sewer Auth	YorkTwp W&S Auth-Chapel View SS Rpt	\$34,400.00	12/20/2016
Easton Suburban Water Authority	ESWA-Low Naz Pump Sta /SR 191 Main	\$353,000.00	12/21/2016
Jacobs Engineering Group, Inc	Jacobs/MTA Capital Construction Design	\$75,865.00	12/28/2016
Sacramento Municipal Utility Dist	SMUD-Substation Designer Eng (2060)	\$116,788.87	1/3/2017
City of Phoenix	Phoenix On Call Services for 2017	\$407,871.04	1/4/2017
NJ American Water Company	NJAW-Wyckoff Mills Rd Sewer Improv	\$230,465.00	1/4/2017
Metrol Union Municipal Authority	Met Union Mun Auth - Annual Services	\$35,400.00	1/12/2017
Abington Regional Wastewater Auth	ARWWA-Annual Engineering Svcs	\$7,500.00	1/13/2017
PA Department of Transportation	PDT E03 - E0379a Env Eng Svcs C/E	\$193,199.11	1/19/2017
USDA/NRCS WI State Office	USDA-NRCS UT- Coal Creek EWP	\$50,583.46	1/27/2017
New Jersey Transit Corporation	NJT Task #6 Elevator Upgrades	\$265,754.03	1/30/2017
Greater Lebanon Refuse Authority	GLRA - Expansion Traffic Study	\$33,000.00	1/31/2017
City of Phoenix	Phoenix Sky Train Phase 2	\$67,712,215.00	2/2/2017
New Jersey Transit Corporation	NJT-TO#7 Escalator Upgrade	\$149,740.63	2/2/2017
NJ Turnpike Authority	NJTA-OP#P3638 New Orleans Toll Plaza	\$1,208,988.00	2/2/2017
City of Richmond	Richmond - Water System Annual Svs	\$40,366.42	2/3/2017
FL DEP	FL DEP - Kwik Way	\$41,400.36	2/9/2017
PA Department of Transportation	PDT D5 - Berks County CI E03828	\$547,971.76	2/10/2017
Jackson Township	Jackson Twp Annual Services	\$1,500.00	2/16/2017
Borough of Hawthorne	Hawthorne-Downtown Revitalization	\$80,250.00	2/16/2017
MD Department of Transportation	MDSHA DCS 2014-93D	\$30,765.80	2/16/2017
City of Durham	Durham - Data Collection OE	\$99,275.00	2/17/2017
Upper Merion Twp	Upper Merion Township - Consulting Svc	\$208,920.00	2/17/2017
Brazos River Authority	Brazos-DeCordova Dam	\$525,400.00	2/28/2017
City of Tempe	Tempe 2017 Annual Dam Inspection	\$14,000.00	1/28/2017
PA Department of Transportation	PDT D6-E03853 DsgnEngrt/Mgmt-Prj Spec	\$2,804,997.65	3/1/2017
State of Colorado Div of Water Res	CO DWR High Haz Dam Release Sld	\$95,000.00	3/13/2017
PA Department of Transportation	PDT D3 - E03816 CI C/E	\$110,019.90	3/30/2017
PA Department of Transportation	PDT D12-E03787-012 Utility C/E	\$0.00	3/31/2017
Baltimore County DPW	OF-Wallace/Balt Co-Lake Roland Dam	\$0.00	4/3/2017
City of Bethlehem	Bethlehem City of Bethlehem Debt Rpt	\$7,900.00	4/6/2017
NJ Turnpike Authority	NJTA - OPS P3628 Bridge Repairs	\$1,621,964.00	4/7/2017
South Florida Water Mgmt District	SFWMD - Lake Hitchcock CM	\$404,835.70	4/11/2017
York Township Water & Sewer Auth	YorkTwpW&S Auth-Chapel View Crossing	\$29,400.00	4/11/2017
OTDOT	OTDOT - Merrill Parkway Rehab	\$8,475,500.00	4/14/2017
Jacksonville Transportation Auth	JTA-Transit Asset Mgmt. Plan	\$3,850.00	4/14/2017
PA Dept. of Human Services	PA DHS - CM#845 Carbaugh Dam	\$10,850.00	4/14/2017

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name Kevin J. Switala
Date of birth 10 / 10 / 1971
Home address 101 Kershaw Road
City/state/zip Wallingford, PA 19086
Business address 1801 Market St, Suite 2600
City/state/zip Philadelphia, PA 19103
Telephone 215-435-6047
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 ____/____/____ Treasurer ____/____/____
Chairman of Board ____/____/____ Shareholder 12 / 31 / 2012 (of Gannett Fleming Affiliates, Inc.)
Chief Exec. Officer ____/____/____ Secretary ____/____/____
Chief Financial Officer ____/____/____ Partner ____/____/____
Vice President 6 / 23 / 2011 ____/____/____
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
YES X NO ____ If Yes, provide details. Stockholdings (of Gannett Fleming Affiliates, Inc.) _____
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES X NO ____ If Yes, provide details.
Stock purchases financed by company _____
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES X NO ____
If Yes, provide details. Became VP of Gannett Fleming, Inc. on 2/23/2017

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES X NO ____
If Yes, provide details.

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency?
YES ____ NO X 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? YES ____ NO X 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? YES ____ NO X 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? YES ____ NO X 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? YES ____ NO X If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? YES ____ NO X If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES ____ NO X 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? YES ____ NO X 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? YES ____ NO X 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? YES ____ NO X 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? YES ____ NO X 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? YES ____ NO X 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? YES ____ NO X 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? YES ____ NO X If Yes, provide details for each such year.

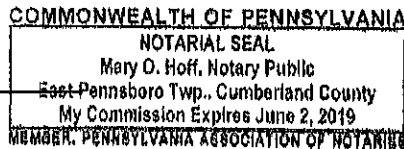
CERTIFICATION

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I, Kevin J. Switala, 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.

Commonwealth of Pennsylvania, Cumberland County
Sworn to before me this 27th day of April 2017

Mary O. Hoff
Notary Public



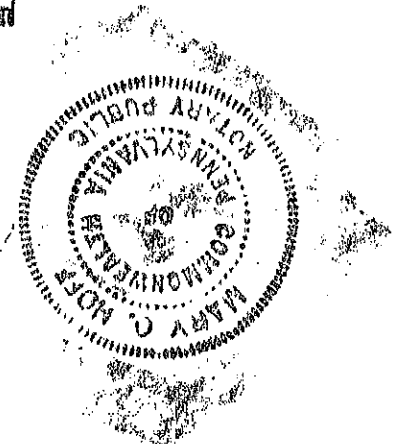
Gannett Fleming, Inc. dba GeoDecisions
Name of submitting business

Kevin J. Switala
Print name

Kevin J. Switala
Signature

Vice President
Title

 / /
Date



#6 - Government Entity Awarded Contracts Since 2/23/17

Client Name	Project Name	Current Fee (US)	Opened Date
Braxos River Authority	Braxos DeCadeville Dam	\$525,400.00	2/28/2017
City of Tempe	Tempe-2017 Annual Dam Inspection	\$14,000.00	2/28/2017
Hillsborough County MPO	Hillsborough MPO - GHV 2015-2017	\$74,834.41	3/1/2017
PA Department of Transportation	PDT D6-E03853 DsgnEngrMgmt-Pri Spec	\$2,804,997.65	3/1/2017
State of Colorado, Div of Water Res	Colorado High Pae Dam Release Sid	\$65,000.00	3/15/2017
PA Department of Transportation	PDT D3 - E03816 CI O/E	\$110,019.90	3/30/2017
PA Department of Transportation	PDT D12-E03767 D12 Utility O/E	\$0.00	3/31/2017 Open End agreement, no tasks assigned
Baltimore County DPW	GF-Wallace/Balt Co-Lake Roland Dam	\$0.00	4/3/2017 Open End agreement, no tasks assigned
City of Baltimore	Baltimore City Office Bldg Bridge Repairs	\$7,000.00	4/5/2017
NJ Turnpike Authority	NJTA - OPS P3626 Bridge Repairs	\$1,521,964.00	4/7/2017
South Florida Water Mgmt District	SFWMD - Lake Hugocree CM	\$394,835.20	4/11/2017
York Township Water & Sewer Auth	YorkTwpW&S Auth-Chapel View Crossing	\$29,400.00	4/11/2017
City Department of Transportation	CITDOT - Merritt Parkway, Repar	\$8,573,503.00	4/14/2017
Jacksonville Transportation Auth	JTA-Transit Asset Mgmt. Plan	\$3,850.00	4/14/2017
PA Dept of Human Services	PA DHS - GHV SAS Carbaugh Dam	\$10,300.00	4/14/2017

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name Brian J. Smith
Date of birth 01 / 13 / 1975
Home address 16 Pyles Mountain Lane
City/state/zip Avondale, PA 19311
Business address 651 North Broad Street, Suite 204
City/state/zip Middletown, DE 19709-6402
Telephone 302-353-7809 (cell)
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 ____/____/____ Treasurer ____/____/____
Chairman of Board ____/____/____ Shareholder ____/____/____
Chief Exec. Officer ____/____/____ Secretary ____/____/____
Chief Financial Officer ____/____/____ Partner ____/____/____
Vice President 06 / 19 / 2014 ____/____/____
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
YES ____ NO 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? YES ____ NO X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES X NO ____;
If Yes, provide details. Vice President, Gannett Fleming, Inc. named 02/13/2017

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES X NO ____
If Yes, provide details. See Attached

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency?
YES ____ NO X 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? YES ____ NO X 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? YES ____ NO X 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? YES ____ NO X 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? YES ____ NO X If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? YES ____ NO X If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES ____ NO X 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? YES ____ NO X If Yes, provide details for each such conviction.

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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? YES ____ NO X 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? YES ____ NO X If Yes, provide details for each such year.

CERTIFICATION

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I, Brian J. Smith, 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.

Commonwealth of Pennsylvania, Cumberland County
Sworn to before me this 20th day of April 2017

Mary O. Hoff

Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Mary O. Hoff, Notary Public
East Pennshoro Twp., Cumberland County
My Commission Expires June 2, 2019
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Gannett Fleming, Inc. dba GeoDecisions

Name of submitting business

Brian J. Smith

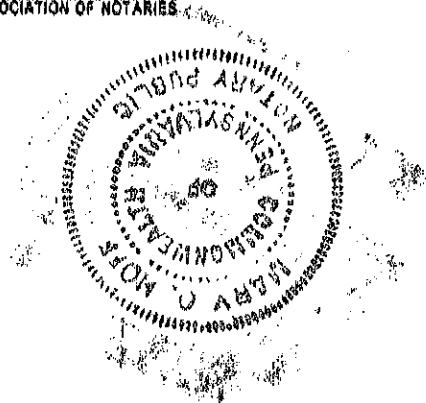
Print name

BJS
Signature

Vice President

Title

4 / 20 / 2017
Date



#6 - Government Entity Awarded Contracts Since 2/23/17

Client Name	Project Name	Current Fee (US)	Opened Date
Brasas River Authority	Brasas De Cordova Dam	\$525,400.00	2/28/2017
City of Tempe	Tempe-2017 Annual Dam Inspection	\$14,000.00	2/28/2017
Hillsborough County MPO	Hillsborough MPO - GPO 2015-2017	\$74,834.41	3/1/2017
PA Department of Transportation	PDT D6-E03853 DsgnEngMgmt-Prt Spec	\$2,804,997.65	3/1/2017
State of Colorado, Dept of Water Res	CO DMR High Pres Dam Release Std	\$55,000.00	3/15/2017
PA Department of Transportation	PDT D3 - E03816 CI O/E	\$110,019.90	3/30/2017
PA Department of Transportation	PDT D12-E03767 D12 Daily O/E	\$0.00	3/31/2017
Baltimore County DPW	GF-Wallace/Balt Co-Lake Roland Dam	\$0.00	4/3/2017
City of Berkeley	Berkeley City of Seattle Dept of Public Works	\$7,000.00	4/6/2017
NJ Turnpike Authority	NJTA - OPS P3626 Bridge Repairs	\$1,521,964.00	4/7/2017
South Florida Water Mgmt District	SRWMD - Lake Hopewell O&M	\$894,835.70	4/11/2017
York Township Water & Sewer Auth	YorkTwpW&S Auth-ChapelView Crossing	\$29,400.00	4/11/2017
City of Portland, Oregon	CDPOT - West Parkway Parkab	\$6,473,500.00	4/14/2017
Jacksonville Transportation Auth	JTA-Transit Asset Mgmt. Plan	\$3,850.00	4/14/2017
PA Dept. of Human Services	PA DHS - OAHSA's Capital Dam	\$10,000.00	4/14/2017

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name Thomas L. Saltzer
Date of birth 10 / 3 /1960
Home address 829 Stonebridge Drive
City/state/zip Lancaster, PA 17601
Business address 207 Senate Avenue
City/state/zip Camp Hill, PA 17011
Telephone 717-215-1688
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 ____/____/____ Treasurer ____/____/____
Chairman of Board ____/____/____ Shareholder ____/____/____
Chief Exec. Officer ____/____/____ Secretary ____/____/____
Chief Financial Officer ____/____/____ Partner ____/____/____
Vice President 04 / 18 /2013 ____/____/____
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
YES ____ NO 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? YES ____ NO X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES X NO ____;
If Yes, provide details. Vice President, Gannett Fleming, Inc. named on 02/13/2017

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES X NO ____
If Yes, provide details. See Attached

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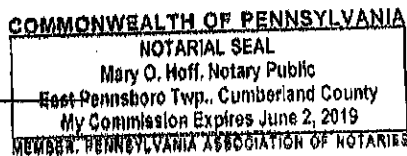
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I, Thomas L. Saltzer, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein 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.

Commonwealth of Pennsylvania, Cumberland County
Sworn to before me this 27th day of April 2017

Mary O. Hoff
Notary Public



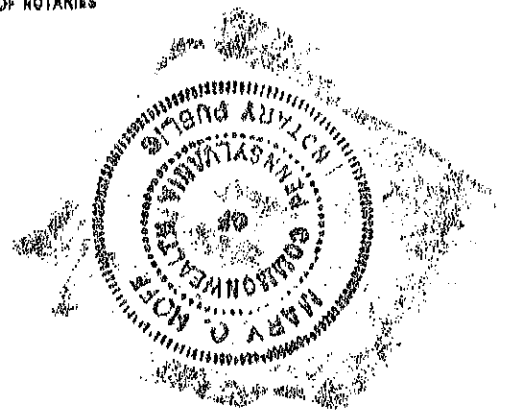
Gannett Fleming, Inc. dba GeoDecisions
Name of submitting business

Thomas L. Saltzer
Print name

TL Saltzer
Signature

Vice President
Title

04, 27, 2017
Date



#6 - Government Entity Awarded Contracts Since 2/23/17

Client Name	Project Name	Current Fee (US)	Opened Date
Brasserie Authority	Brasserie De Caroline Dam	\$525,400.00	2/28/2017
City of Tempe	Tempe-2017 Annual Dam Inspection	\$14,000.00	2/28/2017
Hillsborough County MPO	Hillsborough MPO - GEO 2015-2017	\$748,341.11	3/1/2017
PA Department of Transportation	PDT D6-E03853 Design/Mgmt-Pj Spec	\$2,804,997.65	3/1/2017
State of Colorado, Div of Water Res	CODWR-High Haz Dam Release Std	\$35,000.00	3/15/2017
PA Department of Transportation	PDT D3 - E03816 CI O/E	\$110,019.90	3/30/2017
PA Department of Transportation	PDT D42-E03787 D12 Utility O/E	\$0.00	3/30/2017
Baltimore County DPW	GF-Wallace/Balt Co-Lake Roland Dam	\$0.00	4/3/2017
City of Bethlehem	Bethlehem City of Safety/Prep-4th Rpt	\$7,000.00	4/6/2017
NJ Turnpike Authority	NJTA - OPS P3628 Bridge Repairs	\$1,521,964.00	4/7/2017
South Florida Water Mgmt District	SWFMD - Lake Hopewell O&M	\$394,635.70	4/11/2017
York Township Water & Sewer Auth	YorkTwpW&S Auth-Chapel View Crossing	\$29,400.00	4/11/2017
CT Department of Transportation	CTDOT - Meriden Parkway Rehab	\$8,473,500.00	4/11/2017
Jacksonville Transportation Auth	JTA-Transit Asset Mgmt. Plan	\$3,850.00	4/14/2017
PA Dept. of Human Services	PA DHS - Old SAS Carbaugh Dam	\$10,000.00	4/14/2017

PRINCIPAL QUESTIONNAIRE FORM

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1. Principal Name Robert M. Scaer
Date of birth / /
Home address 208 Dunbar Drive
City/state/zip Mechanicsburg, PA 17050
Business address 207 Senate Avenue
City/state/zip Camp Hill, PA 17011
Telephone 717-763-7211
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 1 / 1 / 2009 Treasurer / /
Chairman of Board 1 / 7 / 2017 Shareholder / /
Chief Exec. Officer 1 / 7 / 2017 Secretary / /
Chief Financial Officer / / Partner / /
Vice President / / Director 6 / 3 / 2003
(Other) _____

3. Do you have an equity interest in the business submitting the questionnaire?
YES X NO If Yes, provide details. Stockholder of Gannett Fleming Affiliates, Inc.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES X NO If Yes, provide details.
Stock purchases financed by Company

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES X NO ; If Yes, provide details.
See Attached

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ☒ NO ☐
If Yes, provide details. See Attached

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- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO X 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? YES ____ NO X 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? YES ____ NO X 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? YES ____ NO X 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? YES ____ NO X If Yes, provide details for each such year.

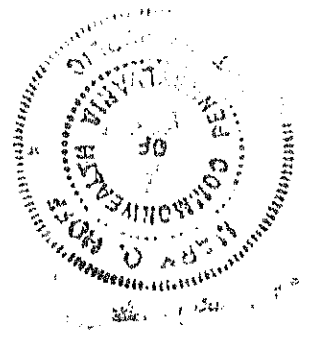
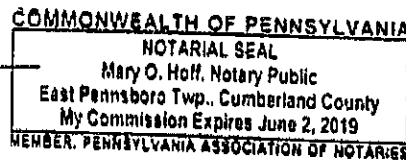
CERTIFICATION

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 OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Robert M. Scaer, 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.

Commonwealth of Pennsylvania, Cumberland County
Sworn to before me this 9th day of August 2017

Mary O. Hoff
Notary Public



Gannett Fleming, Inc. dba GeoDecisions
Name of submitting business

Robert M. Scaer

Print name

Robert M. Scaer
Signature

CEO and Chairman of the Board

Title

08, 09, 2017
Date

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

1. Principal Name Paul D. Nowicki
Date of birth / /
Home address 56 Jeanine Court
City/state/zip Englishtown, NJ 07726
Business address 207 Senate Avenue
City/state/zip Camp Hill, PA 17011
Telephone 717-763-7211
Other present address(es) _____
City/state/zip _____
Telephone _____
List of other addresses and telephone numbers attached

- Rev. 3-2016

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES X NO ____
If Yes, provide details. See Attached

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? YES ____ NO X 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? YES ____ NO X 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? YES ____ NO X 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? YES ____ NO X 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? YES ____ NO X If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? YES ____ NO X If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES ____ NO X 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? YES ____ NO X 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? YES ____ NO X 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? YES ____ NO X 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? YES ____ NO X 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? YES ____ NO X If Yes; provide details for each such investigation.
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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? YES ____ NO X If Yes, provide details for each such year.

CERTIFICATION

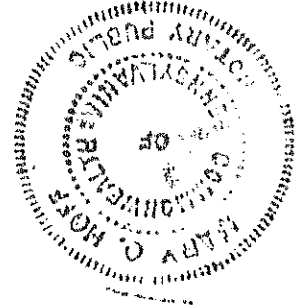
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Paul D. Nowicki, 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.

Commonwealth of Pennsylvania, Cumberland County
Sworn to before me this 9th day of August 2017

Mary O. Hoff
Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Mary O. Hoff, Notary Public
East Pennsboro Twp., Cumberland County
My Commission Expires June 2, 2019
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES



Gannett Fleming, Inc. dba GeoDecisions
Name of submitting business

Paul D. Nowicki
Print name
[Signature]
Signature

President and COO
Title

08 / 09 / 2017
Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name Jon H. Kessler
Date of birth / /
Home address 1625 Bow Tree Drive
City/state/zip West Chester, PA 19380
Business address 207 Senate Avenue
City/state/zip Camp Hill, PA 17011
Telephone 717-763-7211
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 / / Treasurer 1 / 3 / 2014
Chairman of Board / / Shareholder / /
Chief Exec. Officer / / Secretary / /
Chief Financial Officer 1 / 3 / 2014 Partner / /
Executive Vice President 1 / 3 / 2014 _____
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
YES X NO ____ If Yes, provide details. Stockholder of Gannett Fleming Affiliates, Inc.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ____ NO X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES X NO ____; If Yes, provide details.

See Attached

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ☒ NO ☐
If Yes, provide details. See Attached

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency?
YES ☐ NO ☒ If Yes, provide 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? YES ☐ NO ☒ If Yes, provide details for each such instance.
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 - b) Is there any misdemeanor charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES ☐ NO ☒ 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? YES ☐ NO ☒ 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? YES ☐ NO ☒ 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? YES ☐ NO ☒ 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? YES ☐ NO ☒ If Yes, provide details for each such investigation.
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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? YES ☐ NO ☒ 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? YES ☐ NO ☒ If Yes, provide details for each such year.

CERTIFICATION

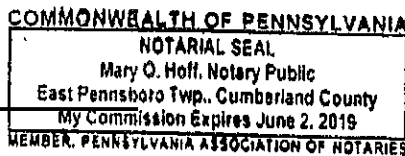
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I, Jon H. Kessler, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to 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.

Commonwealth of Pennsylvania, Cumberland County
Sworn to before me this 8th day of August 2017

Mary O. Hoff

Notary Public



Gannett Fleming, Inc. dba GeoDecisions
Name of submitting business

Jon H. Kessler
Print name

Jon H. Kessler

Signature

Chief Financial Officer & Executive Vice President
Title

08/08/2017
Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name Arthur G. Hoffmann, Jr.
Date of birth 01 / 23 / 1961
Home address 359 College Avenue
City/state/zip Lancaster, PA 17603
Business address 207 Senate Avenue
City/state/zip Camp Hill, PA 17011
Telephone 717-763-7211
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 ____/____/____ Treasurer ____/____/____
Chairman of Board ____/____/____ Shareholder ____/____/____
Chief Exec. Officer ____/____/____ Secretary 1 / 1 / 2016
Chief Financial Officer ____/____/____ Partner ____/____/____

Executive Vice President 10 / 21 / 2015 Director 10 / 21 / 2015
(Other)

3. Do you have an equity interest in the business submitting the questionnaire?
YES X NO ____ If Yes, provide details. Stockholder of Gannett Fleming Affiliates, Inc.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES X NO ____ If Yes, provide details.
Stock purchases financed by Company
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES X NO ____;
If Yes, provide details. See Attached

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ☒ NO ☐
If Yes, provide details. See Attached.

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- a. Been debarred by any government agency from entering into contracts with that agency? YES ☐ NO ☒ 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? YES ☐ NO ☒ If Yes, provide details for each such instance.
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 - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ☐ NO ☒ If Yes, provide details for each such instance.
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- a) Is there any felony charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES ☐ NO ☒ 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? YES ☐ NO ☒ If Yes, provide details for each such conviction.

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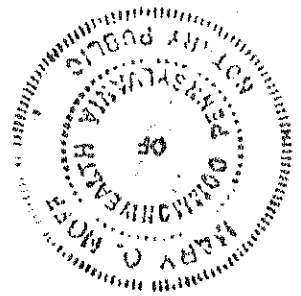
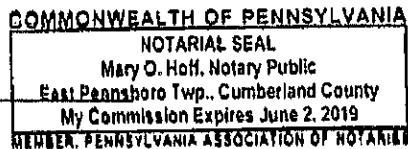
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I, Arthur G. Hoffmann, Jr., being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item 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.

Commonwealth of Pennsylvania Cumberland County
Sworn to before me this 8th day of August 2017

Mary O. Hoff
Notary Public



Gannett Fleming, Inc. dba GeoDecisions
Name of submitting business

Arthur G. Hoffmann, Jr.
Print name
Arthur G. Hoffmann Jr.
Signature

EXECUTIVE VICE PRESIDENT
Title

08 / 04 / 2017
Date

Business History Form

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

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

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

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

Date: April 17, 2017

1) Proposer's Legal Name: Gannett Fleming, Inc. dba GeoDecisions

2) Address of Place of Business: 207 Senate Ave, Camp Hill, PA 17011

List all other business addresses used within last five years:

See Attached - Office Listing

3) Mailing Address (if different): PO Box 67100, Harrisburg, PA 17106-7100

Phone : 717-763-7211

Does the business own or rent its facilities? Own

4) Dun and Bradstreet number: 626408186

5) Federal I.D. Number: 25-1615391

6) The proposer is a (check one): Sole Proprietorship Partnership
Corporation Other (Describe) Privately Held Corporation

7) Does this business share office space, staff, or equipment expenses with any other business?

Yes X No If Yes, please provide details: Gannett Fleming, Inc. is affiliated with Gannett Fleming Architects and Engineers, PC, which has offices in New York City and Woodbury, NY

8) Does this business control one or more other businesses? Yes X No If Yes, please provide details: Gannett Fleming, Inc. is part of a national engineering organization with a number of affiliated companies, including Gannett Fleming Architects & Engineers, PC and Gannett Fleming Engineers, PC, which both operate in New York State. A list of Gannett Fleming, Inc. affiliates is attached - Gannett Fleming Organization Responsibility chart.

- 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. Gannett Fleming, Inc. is a wholly owned subsidiary of Gannett Fleming Affiliates, Inc. For information regarding other affiliated companies, see response to question 8 above.
- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ____ No 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). See attached Statement
- 11) Has the proposer, during the past seven years, been declared bankrupt? Yes ____ No X If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____
- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes ____ No X If Yes, provide details for each such investigation. _____
- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ____ No X If Yes, provide details for each such investigation. _____
- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business; and allegedly related to the conduct of that business:
- a) Any felony charge pending? Yes ____ No X If Yes, provide details for each such charge. _____
- b) Any misdemeanor charge pending? Yes ____ No X 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? Yes ____ No X

If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? Yes ____ No X 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? Yes ____ No X 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? Yes ____ No X; 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? Yes X No ____ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____
See attached response

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.

Gannett Fleming, Inc. is not aware of any potential conflicts of interest.

(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.

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 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.

Gannett Fleming, Inc. has both a Conflict of Interest and Code of Ethics policy to identify and disclose any conflicts of interest. In addition, the firm provides ethics training to its employees.

- 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. *See attached*

Should the proposer be other than an individual, the Proposal **MUST** 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. 102

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

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

Company New York City Mayor's Office of Environmental Remediation

Contact Person Lee Ilan

Address 100 Gold Street, 2nd Floor

City/State New York, NY 10039

Telephone 212-788-2929

Fax # 212-788-2941

E-Mail Address llan@cityhall.nyc.gov

Company Stafford County, VA
Contact Person Dave Capaz, GIS Director
Address 1300 Courthouse Road
City/State Stafford, VA 22555
Telephone 540-658-4033
Fax # _____
E-Mail Address dcapaz@co.stafford.va.us

Company Westmoreland County, PA
Contact Person Anthony Pologruto
Address 40 North Pennsylvania Avenue, Suite 430
City/State Greensburg, PA 15601
Telephone 724-850-6888
Fax # _____
E-Mail Address apologru@co.westmoreland.pa.us

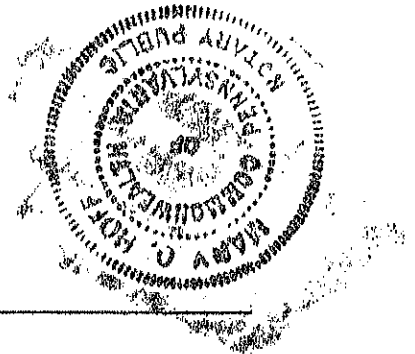
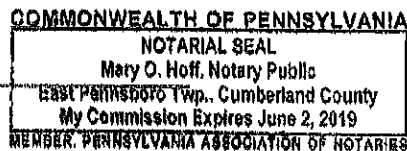
CERTIFICATION

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, Thomas L. Saltzer, 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.

Commonwealth of Pennsylvania, Cumberland County
Sworn to before me this 27th day of April 2017

Mary O. Hoff
Notary Public



Name of submitting business: Gannett Fleming, Inc. dba GeoDecisions

By: Thomas L. Saltzer

Print name

TS
Signature

Vice President

Title

04 / 27 / 2017
Date

#2 - Gannett Fleming, Inc. dba GeoDecisions Other Business Addresses used within the past five years**Current Addresses:**

Newport News, VA
11837 Rock Landing Drive
Suite 200
Newport News, VA 23606-4491

Virginia Beach, VA
5029 Corporate Woods Drive
Suite 301
Virginia Beach, VA 23464-4376

Middletown, DE
651 North Broad Street
Suite 204
Middletown, DE 19709-6402

Pittsburgh, PA
Foster Plaza 8
Suite 400
730 Holiday Drive
Pittsburgh, PA 15220-2748

Madison, WI
8025 Excelsior Drive
Madison, WI 53717-1900

Philadelphia, PA
Ten Penn Center
Suite 2600
1801 Market Street
Philadelphia, PA 19103-1628

Scott Air Force Base, IL
1075 Eastgate Drive
Suite 4
O'Fallon, IL 62269-3742

St. Louis, MO
951 Hornet Drive
Suite 200
Hazelwood, MO 63042-2309

State College, PA
2601 Gateway Drive
Suite 300
State College, PA 16801-3075

Previous Addresses:

Newark, DE (until July 2013)
56 West Main Street
Suite 207
Christiana, DE 19702

St. Louis, MO (until August 2014)
4227 Earth City Expy S
Suite 160
St. Louis, MO 63045

Suffolk, VA (until February 2016)
7021 Harbour View Blvd
Suite 112
Suffolk, VA 23435



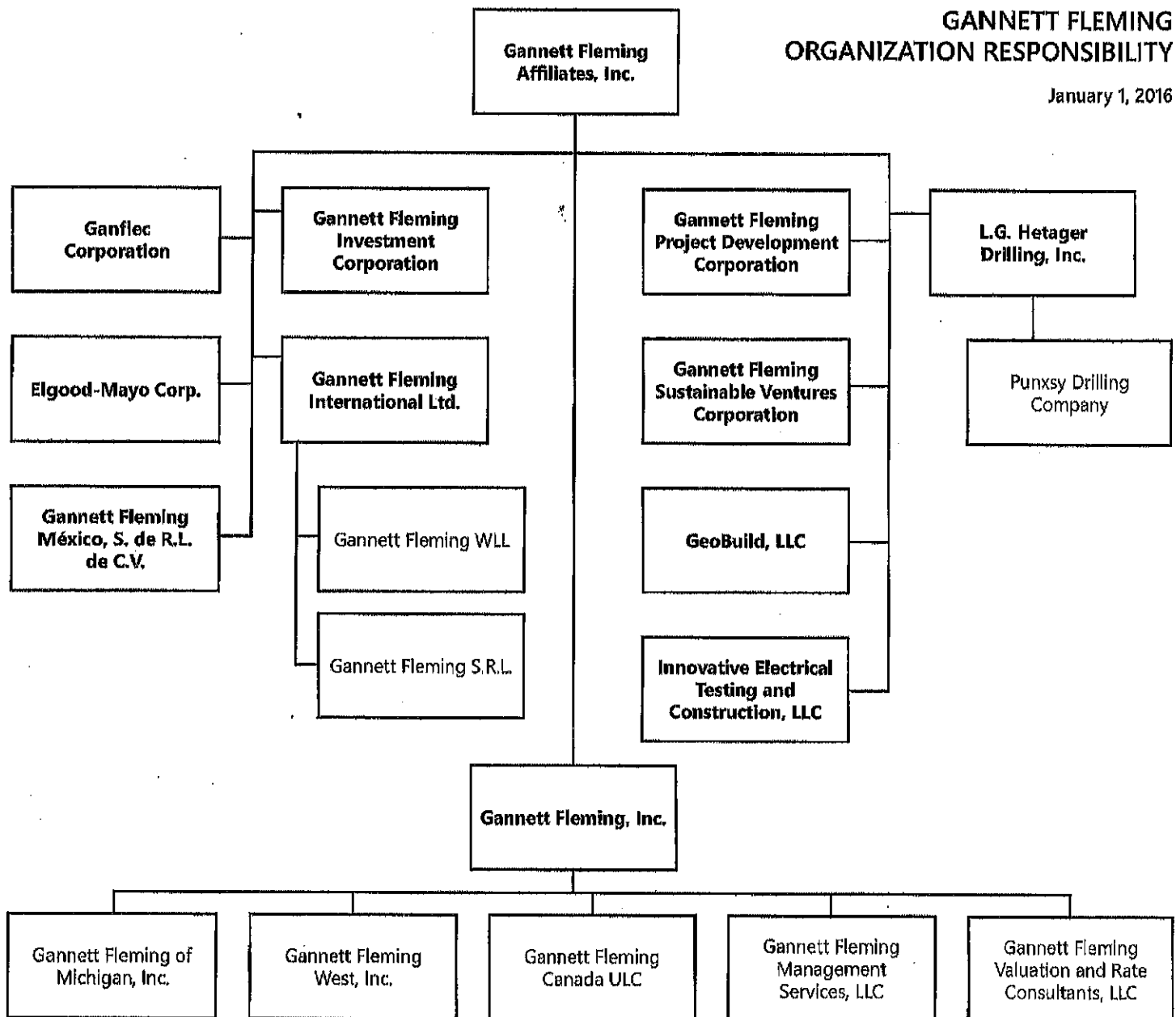
Gannett Fleming

Excellence Delivered As Promised

#8

GANNETT FLEMING ORGANIZATION RESPONSIBILITY

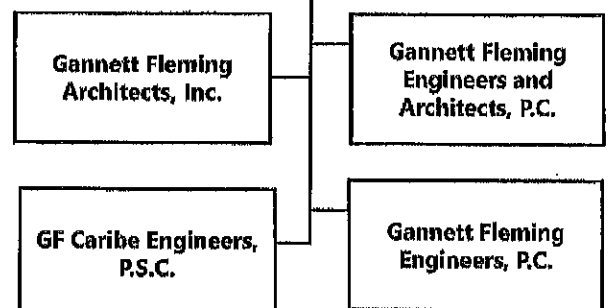
January 1, 2016



Gannett Fleming, Inc. Divisions

GeoDecisions,
Quantum Geophysics
Transit & Rail Systems
VTX

Affiliated Companies



#10 – Terminated Contracts Statement

Gannett Fleming, Inc. is part of a large engineering organization, which has been in business since 1915, and at any one time, has between 4000 and 6000 open contracts. From time to time, some clients as they often have the right to do, have terminated contracts for their convenience. Gannett Fleming does not maintain records of contracts terminated for convenience. However, we can represent that during the past 10 year period, no Gannett Fleming, Inc. contracts have been terminated for default.

#16 – Failure to pay Taxes

Date Issued	Entity	Agency	Description	Resolution
8/3/2015	Gannett Fleming, Inc.	State of Utah	Tax Lien in the amount of \$4,862.35 for December 2014 Tax Year	This tax lien was due to a mistake when adjusting a Utah employee's pay. Upon notice, it was corrected and Gannett Fleming filed an amended return and penalties were waived.

Gannett Fleming, Inc. dba as GeoDecisions Resume

- i) Gannett Fleming, Inc. was formed in 1989 (originally founded in 1915)
- ii) Gannett Fleming, Inc. is a wholly owned subsidiary of Gannett Fleming Affiliates, Inc. Below is the list of officers and directors of Gannett Fleming Affiliates, Inc.

Name	Title	Effective Date	Director
Scaer, Robert M.	Chairman	01/07/2017	Y
Scaer, Robert M.	President	01/07/2017	Y
Kessler, Jon H.	Treasurer	06/15/2016	Y
Nowicki, Paul D.	Vice Chairman	01/07/2017	Y
Nowicki, Paul D.	Senior Vice President	01/07/2017	Y
Kenny, John R.	Secretary	12/11/2013	Y
Kenny, John R.	Vice President	12/11/2013	Y
Bernhardt, Peter M		11/18/2016	Y
Fazzolari, Salvatore D		05/17/2012	Y
Miller, Lynne M		11/18/2016	Y
Ile, Ruby L.	Assistant Secretary	08/27/1997	

- iii) The names, addresses and positions of all officers and directors of Gannett Fleming, Inc. is attached.
- iv) Gannett Fleming, Inc. is incorporated in the State of Delaware.
- v) Gannett Fleming, Inc. has more than 2000 employees
- vi) Gannett Fleming, Inc.'s 2015 revenues were \$341,771,000.
- vii) Summary of Relevant Accomplishments:
GeoDecisions is a recognized leader in the spatial information technology (IT) industry. We have built a solid reputation by providing innovative consulting services and customized solutions in a timely and cost-effective manner. GeoDecisions' staff not only has a wealth of

knowledge in the latest technology tools, but also understands the day-to-day operations of the markets we serve.

GeoDecisions employs more than 75 IT and geographic information system (GIS) professionals operating out of nine offices. Our staff is primarily engaged in IT consulting and in the design, development, and deployment of data repositories and geospatial and web-enabled information management systems. During the past 31 years, we have successfully completed more than 770 IT and GIS-related projects. In many cases, GeoDecisions has also provided customized training, systems integration, and digital map production, in addition to the sale and installation of hardware and software.

GeoDecisions operates as a business line of Gannett Fleming, an international consulting engineering and construction management firm. Gannett Fleming has more than 2,000 employees in more than 50 offices, and has been providing transportation planning, environmental, and engineering services since 1915. GeoDecisions was founded in 1986, and since 1992, has been providing GIS and IT support to all of Gannett Fleming's divisions and entities. Because of this unique relationship, GeoDecisions' staff has significant expertise integrating IT solutions with all facets of transportation, environmental, planning, and engineering disciplines.

GeoDecisions is ISO 9001:2008-certified. We serve the transportation, military, local government, and private/commercial markets. For each of these industries, we offer the following services:

Esri Set-up and Configuration. As an Esri Gold Partner, GeoDecisions is well-versed in the set-up and configuration of the entire Esri Platform. Over the last 31 years, GeoDecisions has focused on installation, configuration, and development of focused business solutions built on the Esri Software. Most recently, GeoDecisions has been issued the Esri ArcGIS Online Specialty Partner status and continues to build solutions on the Esri ArcGIS Online/WebGIS Concept.

GeoDecisions has capitalized on our knowledge of the industries that we serve and the expansive possibilities created by the Internet to build numerous web-based GIS applications. Our solutions allow more users to access data easily and quickly so that better decisions can be made. Examples of the types of functions provided by GeoDecisions' applications include asset management, integrated data portals, intelligent transportation systems, straight line diagramming solutions, and real-time data access applications to support decisions making processes.

- viii) Gannett Fleming and its affiliated companies have nearly 300 state and local licenses and permits. We have included with this submission the Application for Authority Filing Receipt for Gannett Fleming, Inc., and the Assumed Name Filing Receipt for GeoDecisions

FILING RECEIPT

ENTITY NAME: GANNETT FLEMING, INC.

DOCUMENT TYPE: APPLICATION FOR AUTHORITY (FOREIGN BUS)

COUNTY: NASS

SERVICE COMPANY: ** NO SERVICE COMPANY **

SERVICE CODE: 00

FILED:11/23/2001 DURATION:PERPETUAL CASH#:011123000270 FILM #:011123000260

ADDRESS FOR PROCESS

EXIST DATE

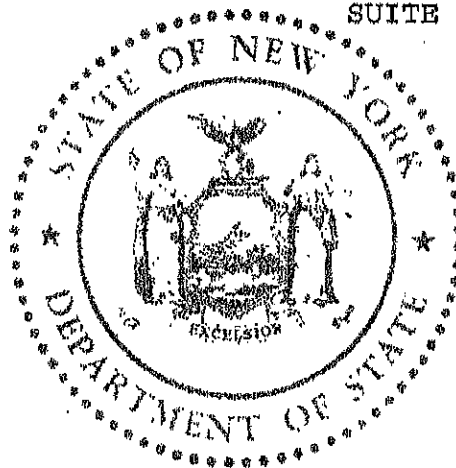
C/O CHARLES R. NORRISH III
250 WEST 34TH STREET
NEW YORK, NY 10119-0002

11/23/2001
SUITE 2222, ONE PENN PLAZA

REGISTERED AGENT

CHARLES R. NORRISH III
250 WEST 34TH STREET
NEW YORK, NY 10119-0002

SUITE 2222, ONE PENN PLAZA



FILER	FEES		PAYMENTS	
CRIS MIZERAK, PARALEGAL	FILING	225.00	CASH	0.00
GANNETT FLEMING, INC.	TAX	0.00	CHECK	225.00
P.O. BOX 67100	CERT	0.00	CHARGE	0.00
HARRISBURG, PA 17106-7100	COPIES	0.00	DRAWDOWN	0.00
	HANDLING	0.00	BILLED	0.00
			REFUND	0.00

Gannett Fleming, Inc. Officers and Directors

Name	Title	Effective Date	Director	Office Address 1	Office Address 2	Office Address 3	Office City	Office State or Province	Office Postal Code
Safer, Robert M.	Chairman	01/07/2017	Y	P.O. Box 67100			Harrisburg	PA	17106-7100
Safer, Robert M.	Chief Executive Officer	01/07/2017	Y	P.O. Box 67100			Harrisburg	PA	17106-7100
Nowicki, Paul D.	Vice Chairman	01/07/2017	Y	Southfield Center	Suite 205	One Craigwood Road	South Plainfield	NJ	07080-2448
Nowicki, Paul D.	President	01/07/2017	Y	Southfield Center	Suite 205	One Craigwood Road	South Plainfield	NJ	07080-2448
Nowicki, Paul D.	Chief Operating Officer	01/07/2017	Y	Southfield Center	Suite 205	One Craigwood Road	South Plainfield	NJ	07080-2448
Derr, John A.	Executive Vice President	10/21/2015	Y	Suite 1900	3838 North Central Avenue		Phoenix	AZ	85012-1957
Hoffmann, Arthur G. Jr.	Secretary	01/01/2016	Y	P.O. Box 67100			Harrisburg	PA	17106-7100
Hoffmann, Arthur G. Jr.	Executive Vice President	10/21/2015	Y	P.O. Box 67100			Harrisburg	PA	17106-7100
Kovacs, John W.	Executive Vice President	10/21/2015	Y	Foster Plaza 8	Suite 400	790 Holiday Drive	Pittsburgh	PA	15220-2748
McGinnis, Esther M.	Executive Vice President	10/21/2015	Y	Valley Forge Corporate Center	101D Adams Avenue		Audubon	PA	19403-2402
Thomas, David B.	Executive Vice President	10/21/2015	Y	Suite 701	7900 Corporate Center Drive		Miami	FL	33126-1233
Rumbaugh, Robert K. Jr.	Assistant Treasurer	12/15/2018		P.O. Box 67100			Harrisburg	PA	17106-7100
Kenny, John R.	Executive Vice President	10/21/2015		Suite 1900	3838 North Central Avenue		Phoenix	AZ	85012-1957
Kessler, Jon H.	Treasurer	01/08/2014		P.O. Box 67100			Harrisburg	PA	17106-7100
Kessler, Jon H.	Chief Financial Officer	01/08/2014		P.O. Box 67100			Harrisburg	PA	17106-7100
Kessler, Jon H.	Executive Vice President	10/21/2015		P.O. Box 67100			Harrisburg	PA	17106-7100
Ragan, Robert E.	Executive Vice President	10/21/2015		Two Penn Plaza	Suite 552	380 Seventh Avenue	New York	NY	10121-0101
Albreu, Jose	Senior Vice President	04/08/2018		Suite 701	7900 Corporate Center Drive		Miami	FL	33126-1233
Barrett, Warren A. II	Senior Vice President	04/20/2010		Rutherford Plaza Building	Suite 300	7133 Rutherford Road	Baltimore	MD	21244-2718
Buchheit, John A.	Senior Vice President	10/21/2015		Suite 200	5 Eves Drive		Marlton	NJ	08053-3135
Campanella, George R.	Senior Vice President	10/21/2015		Suite 701	7900 Corporate Center Drive		Miami	FL	33126-1233
Casado, Luis	Senior Vice President	11/08/2016		Suite 300	10161 Centurion Parkway North		Jacksonville	FL	32256-4122
Dougherty, John V.	Senior Vice President	04/30/2010		P.O. Box 67100			Harrisburg	PA	17106-7100
Hair, Glen L.	Senior Vice President	04/30/2010		Suite 110	790 Turnpike Street		North Andover	MA	01845-6229
Johnson, Mark D.	Senior Vice President	08/11/2015		P.O. Box 67100			Harrisburg	PA	17106-7100
Koontz, Gene C.	Senior Vice President	06/02/2003		Two Penn Plaza	Suite 552	380 Seventh Avenue	New York	NY	10121-0101
Laurita, James R.	Senior Vice President	06/19/2014		P.O. Box 67100			Harrisburg	PA	17106-7100
Lewis, Paul J.	Senior Vice President	10/21/2015		Suite 102	2610 Wycliff Road		Raleigh	NC	27607-3073
Murphy, Bryan P.	Senior Vice President	10/21/2015		P.O. Box 67100			Harrisburg	PA	17106-7100
Plumpton, William M.	Assistant Secretary	08/11/2015		Suite 200	11837 Ascok Landing Drive		Newport News	VA	23606-4491
Plumpton, William M.	Senior Vice President	10/21/2015		P.O. Box 67100			Harrisburg	PA	17106-7100
Westcott, Brendan J.	Vice President	10/21/2015		P.O. Box 67100			Harrisburg	PA	17106-7100
Allis, William W.	Vice President	04/30/2010		P.O. Box 67100			Harrisburg	PA	17106-7100
Avanzo, Martha L.	Vice President	02/26/2004		P.O. Box 67100			Harrisburg	PA	17106-7100
Bailey, Christopher S.	Vice President	10/16/2014		P.O. Box 67100			Harrisburg	PA	17106-7100
Beaudry, Charles H.	Assistant Secretary	12/09/2010		P.O. Box 67100			Harrisburg	PA	17106-7100
Beaudry, Charles H.	Vice President	02/21/2008		Suite 1420	1037 Raymond Boulevard		Newark	NJ	07102-5427
Boate, David A.	Vice President	12/09/2010		P.O. Box 67100			Harrisburg	PA	17106-7100
Brenize, Brett A.	Vice President	06/23/2011		Suite 701	7900 Corporate Center Drive		Miami	FL	33126-1233
Celias, Carlos M.	Vice President	09/08/2003		Rutherford Plaza Building	Suite 300	7133 Rutherford Road	Baltimore	MD	21244-2718
Cronin, Kevin I.	Vice President	04/12/2012		Suite 102	2610 Wycliff Road		Raleigh	NC	27607-3073
Crowther, Craig E.	Vice President	10/21/2015		Norfolk Place	Suite 215	333 Elm Street	Dedham	MA	02015-4530
Dalley, Thomas P.	Vice President	06/23/2011		Southfield Center	Suite 205	One Craigwood Road	South Plainfield	NJ	07080-2448
DeStefano, Eugene C.	Vice President	12/18/2014		Foster Plaza 8	Suite 400	730 Holiday Drive	Pittsburgh	PA	15220-2748
Downs, Terry L.	Vice President	02/11/2016		P.O. Box 67100			Harrisburg	PA	17106-7100
Dresser, Trent L.	Vice President	09/20/2007		Suite 1900	3838 North Central Avenue		Phoenix	AZ	85012-1957
Durkes, Dean B.	Vice President	06/14/2007		Suite 1900	3838 North Central Avenue		Phoenix	AZ	85012-1957

Gannett Fleming, Inc. Officers and Directors

Name	Title	Effective Date	Director	Office Address 1	Office Address 2	Office Address 3	Office City	Office State or Province	Office Postal Code
Mouradian, Ara G.	Vice President	02/11/2016		Valley Forge Corporate Center	1010 Adams Avenue		Audubon	PA	19403-2402
Mullins, Keith R.	Vice President	04/10/2014		Terri Penn Center	Suite 2600	1801 Market Street	Philadelphia	PA	19103-4628
Norris, Charles R. III	Vice President	10/19/1989		Suite 17	2189 Silas Deane Highway		Rocky Hill	CT	06067-2324
Olsen, Eric R.	Vice President	09/11/2016		Suite 3800	601 S. Figueroa Street		Los Angeles	CA	90017-2731
Papanichael, Fotos	Vice President	10/19/1989		Suite 900	100 Crossways Park West		Woodbury	NY	11797-2012
Pilwallis, Mark M.	Vice President	12/18/2014		Suite 1900	3838 North Central Avenue		Phoenix	AZ	85012-1957
Purdy, John D.	Vice President	06/01/1999		Two Penn Plaza	Suite 552	380 Seventh Avenue	New York	NY	10121-0101
Pursel, Thomas B.	Assistant Secretary	04/21/2016		P.O. Box 67100			Harrisburg	PA	17106-7100
Pursel, Thomas B.	Vice President	06/23/2011		P.O. Box 67100			Harrisburg	PA	17106-7100
Raffensperger, Jeffrey L.	Vice President	06/01/1998		P.O. Box 67100			Harrisburg	PA	17106-7100
Rensel, Eric E.	Vice President	06/11/2016		P.O. Box 67100			Harrisburg	PA	17106-7100
Rick, Joseph Jr.	Vice President	11/27/2000		Suite 250	2500 Corporate Exchange Drive		Columbus	OH	43221-7665
Rose, David C.	Vice President	07/13/2013		Two Penn Plaza	Suite 552	380 Seventh Avenue	New York	NY	10121-0101
Ross, Mary C.	Vice President	06/23/2011		Westlake Corp. Ctr.	Suite 150	9119 Corporate Lake Drive	Tampa	FL	33634-6823
Rowley, Steven G.	Vice President	12/13/2007		San Bruno Office Park	Suite 210	881 Sneath Lane	San Bruno	CA	94066-2408
Russell, Larry C.	Vice President	04/21/2016		P.O. Box 67100			Harrisburg	PA	17106-7100
Salzer, Thomas L.	Vice President	02/23/2017		P.O. Box 67100			Harrisburg	PA	17106-7100
Savidge, Roderick A.	Vice President	06/03/2003		The Brincoff Building	Suite 350	12710 Research Boulevard	Austin	TX	78759-4882
Schlesner, Matthew J.	Vice President	02/18/2010		Suite 1900	3838 North Central Avenue		Phoenix	AZ	85012-1957
Schreier, Ronald D.	Vice President	01/01/1993		P.O. Box 67100			Harrisburg	PA	17106-7100
Schwalger, Paul G.	Vice President	06/23/2011		P.O. Box 67100			Harrisburg	PA	17106-7100
Selph, Brian A.	Vice President	12/19/2013		San Bruno Office Park	Suite 210	881 Sneath Lane	San Bruno	CA	94066-2408
Shaden, Kamie F.	Vice President	12/18/1998		P.O. Box 67100			Harrisburg	PA	17106-7100
Shifflett, Brian E.	Vice President	01/09/2015		Valley Forge Corporate Center	Suite 150	9119 Corporate Lake Drive	Tampa	FL	33634-6823
Sibley, Scott W.	Vice President	08/23/2007		Westlake Corp. Ctr.	Suite 204	651 North Broad Street	Middletown	DE	19709-6402
Skaggs, Robert W.	Vice President	06/29/2017		Suite 102	2610 Wycliff Road		Raleigh	NC	27607-3073
Smith, Brian J.	Vice President	04/23/2015		Suite 1900	3838 North Central Avenue		Madison	WI	53717-1900
Snow, Terry M.	Vice President	02/23/2017		8025 Excelsior Drive			Phoenix	AZ	85012-1957
Sodemann, Jasmine R.	Vice President	01/01/2011		Suite 1900	3838 North Central Avenue		Philadelphia	PA	19103-4628
Stanley, Robert M.	Vice President	02/23/2017		Terri Penn Center	Suite 2600	1801 Market Street	New York	NY	10121-0101
Switalla, Kevin J.	Vice President	03/21/2014		Two Penn Plaza	Suite 552	380 Seventh Avenue	Harrisburg	PA	17106-7100
Tulamello, Giuseppe	Vice President	06/23/2011		P.O. Box 67100			Pittsburgh	PA	15220-2748
van der Mandele, Lance M.	Vice President	11/16/2007		Foster Plaza 8	Suite 400	730 Holliday Drive	Chicago	IL	60606
Veydt, D E.	Vice President	01/01/2017		Suite 1500	20 N. Wacker Drive		Harrisburg	PA	17106-7100
Walsh, Kevin A.	Vice President	02/13/2014		P.O. Box 67100			Harrisburg	PA	17106-7100
Whitson, Cynille R.	Vice President	06/01/1994		P.O. Box 67100			Harrisburg	PA	17106-7100
Winebrenner, Terry L.	Vice President	06/12/2008		Suite 102	2610 Wycliff Road		Raleigh	NC	27607-3073
Woyden, Edward L.	Vice President	06/20/2006		Valley Forge Corporate Center	Suite 300	7133 Rutherford Road	Baltimore	MD	21244-2718
Yen, Chen-Yu	Vice President	05/01/1999		Rutherford Plaza Building	Suite 100	1400 Elbridge Payne Road	St. Louis	MO	63017
Young, Paul A.	Vice President	03/01/2017		Suite 100	1400 Elbridge Payne Road		St. Louis	MO	63017
Zambertan, Anthony R.	Vice President	01/01/2017		Suite 100	1400 Elbridge Payne Road		Harrisburg	PA	17106-7100
Zeevaert, Scott W.	Assistant Secretary	11/19/2013		P.O. Box 67100			Harrisburg	PA	17106-7100
Zeevaert, Scott W.	Vice President	06/21/2012		P.O. Box 67100			Harrisburg	PA	17106-7100
Ziebar, Scott F.	Vice President	06/23/2011		P.O. Box 67100			Harrisburg	PA	17106-7100
Zink, Thomas G.	Vice President	06/23/2011		Suite 200	5 Eves Drive		Marlton	NJ	08053-3135

Gannett Fleming, Inc. Officers and Directors

Name	Title	Effective Date	Director	Office Address 1	Office Address 2	Office Address 3	Office City	Office State or Province	Office Postal Code
Dziedziak, James M.	Vice President	06/11/2008		Southfield Center	Suite 205	One Cragwood Road	South Plainfield	NJ	07088-2448
Egli, Gary A.	Vice President	02/23/2017		Suite 17	2189 Sitas Deane Highway		Rocky Hill	CT	06067-2524
El-Aassar, Ahmad A.	Vice President	06/13/2015		Suite 500	4035 Ridge Top Road		Fairfax	VA	22030-7608
Ellerbee, Jason J.	Vice President	06/19/2014		3675 South Perkins Cutoff Road			Memphis	TN	38118-6300
Ellitt, James C.	Vice President	08/25/1997		P.O. Box 67100			Harrisburg	PA	17106-7100
Fusco, Anthony J.	Vice President	12/17/2015		Rutherford Plaza Building	Suite 300	7133 Rutherford Road	Baltimore	MD	21244-2718
Gerlach, Stephen B.	Vice President	06/01/2000		Rutherford Plaza Building	Suite 300	7133 Rutherford Road	Baltimore	MD	21244-2718
Gibbons, James T.	Vice President	02/21/2013		Suite 200	5 Eves Drive		Martini	NY	08053-9135
Gibbons, Susan F.	Vice President	06/01/1999		Tenn Penn Center	Suite 2600	1801 Market Street	Philadelphia	PA	19103-1628
Gillespie, Andrew J.	Vice President	04/23/2015		Tenn Penn Center	Suite 2600	1801 Market Street	Philadelphia	PA	19103-1628
Glarstein, Dale R.	Vice President	01/24/2000		P.O. Box 67100			Harrisburg	PA	17106-7100
Gonzalez, Naldo	Vice President	06/23/2011		554 South Erie Street			Mercer	PA	16137-3507
Gough, William M.	Vice President	06/24/2007		Suite 701	7900 Corporate Center Drive		Miami	FL	33126-1233
Gurtman, Kenneth T.	Vice President	06/23/2011		P.O. Box 67100			Harrisburg	PA	17106-7100
Hadjivane, Stephen	Vice President	02/05/2012		Rutherford Plaza Building	Suite 300	7133 Rutherford Road	Baltimore	MD	21244-2718
Hanket, David A.	Vice President	01/26/1998		Suite 300	100 Crossways Park West		Woodbury	NY	11797-2012
Hansen, David P.	Vice President	12/19/2015		P.O. Box 67100			Harrisburg	PA	17106-7100
Hawco, Steven I.	Vice President	08/13/2015		Tenn Penn Center	Suite 2600	1801 Market Street	Philadelphia	PA	19103-1628
Heldbaum, Rodney E.	Assistant Secretary	06/11/2009		Rutherford Plaza Building	Suite 300	7133 Rutherford Road	Baltimore	MD	21244-2718
Hollerbaum, Rodney E.	Vice President	01/01/2004		P.O. Box 67100			Harrisburg	PA	17106-7100
Hou, Jessica M.	Vice President	02/21/2013		Suite 301	5029 Corporate Woods Drive		Virginia Beach	VA	23462-4376
Hrcek, Judy L.	Vice President	06/01/1999		P.O. Box 67100			Harrisburg	PA	17106-7100
Hurley, Jeffrey A.	Vice President	12/31/2015		San Bruno Office Park	Suite 210	881 Sneath Lane	San Bruno	CA	94066-2408
Ile, Ruby L.	Assistant Secretary	06/25/1997		P.O. Box 67100			Harrisburg	PA	17106-7100
Ile, Ruby L.	Vice President	12/17/2015		P.O. Box 67100			Harrisburg	PA	17106-7100
Inyard, Frederick H.	Vice President	01/01/1998		Suite 300	100 Crossways Park West		Woodbury	NY	11797-2012
Jager, Ronald A.	Vice President	06/11/2008		P.O. Box 67100			Harrisburg	PA	17106-7100
Keno, Aaron D.	Vice President	06/01/1999		Suite 301	5029 Corporate Woods Drive		Virginia Beach	VA	23462-4376
King, Brian W.	Vice President	06/19/2014		P.O. Box 67100			Harrisburg	PA	17106-7100
Kline, Robert A. Jr.	Vice President	06/23/2011		P.O. Box 67100			Harrisburg	PA	17106-7100
Knight, Michael A.	Vice President	04/10/2014		P.O. Box 67100			Harrisburg	PA	17106-7100
Krebs, Christopher D.	Vice President	06/23/2012		P.O. Box 67100			Harrisburg	PA	17106-7100
Lee, Richard K.	Vice President	11/01/2007		29 Richard Lee Lane			Phoenixville	PA	19360-1900
Leins, Ronald N.	Vice President	01/01/1998		Westlake Corp. Ctr.	Suite 150	9119 Corporate Lake Drive	Tampa	FL	33634-6923
MacAllister, Michael A.	Vice President	04/23/2015		Forster Plaza 8	Suite 400	750 Holiday Drive	Pittsburgh	PA	15120-2748
Marshall, James M.	Vice President	01/03/2014		P.O. Box 67100			Harrisburg	PA	17106-7100
Mason, Bradley A.	Vice President	08/16/2012		Suite 600	8001 Street NW		Washington	DC	20001-3710
Massey, Thomas J.	Vice President	10/21/2015		Suite 500	4035 Ridge Top Road		Fairfax	VA	22030-7608
Matthews, Robert B.	Vice President	06/16/2016		Southfield Center	Suite 205	One Cragwood Road	South Plainfield	NJ	07088-2448
McLemore, Barbara R.	Corporate Ethics Officer	11/18/2008		P.O. Box 67100			Harrisburg	PA	17106-7100
McLemore, Barbara R.	Security Officer	01/01/1997		P.O. Box 67100			Harrisburg	PA	17106-7100
McLemore, Barbara R.	Vice President	06/01/2000		P.O. Box 67100			Harrisburg	PA	17106-7100
Michamara, Michael T.	Vice President	01/01/2011		Valley Forge Corporate Center	1010 Adams Avenue		Audubon	PA	19403-2402
Michalek, Gregory	Vice President	06/19/1991							
Morgan, Michael A.	Vice President	06/11/2009		Southfield Center	Suite 205	One Cragwood Road	South Plainfield	NJ	07088-2448
Microsky, Donald G.	Vice President	10/19/1989		P.O. Box 67100			Harrisburg	PA	17106-7100

N. Y. S. DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

ALBANY, NY 12231-0001

FILING RECEIPT

ENTITY NAME : GANNETT FLEMING, INC.

DOCUMENT TYPE : ASSUMED NAME CERTIFICATE

SERVICE COMPANY : +++ NO SERVICE COMPANY +++

CODE:

FILED: 02/17/2004

CASH#: 119205

FILM#: C343096-2

PRINCIPAL LOCATION

207 SENATE AVE.

CAMP HILL
PA 17011

COMMENT:

ASSUMED NAME

GEODECISIONS

FILER

CRIS MIZERAK
P.O. BOX 67100

HARRISBURG

PA 17106-7100*

* FEES : 175.00 PAYMENTS: 175.00
* FILING : 25.00 CASH :
* COUNTY : 150.00 CHECK : 00175.00
* COPIES : 0.00 C CARD :
* MISC :
* HANDLE : .00

REFUND:

DO3HD104

DOS-281 (8/98)

COUNTY OF NASSAU

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

1. Name of the Entity: Gannett Fleming, Inc. dba GeoDecisions

Address: 207 Senate Avenue

City, State and Zip Code: Camp Hill, PA 17011

2. Entity's Vendor Identification Number: 25-1613591

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

Please see attached list of Officers and Directors and List of Joint Ventures

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.

Gannett Fleming Affiliates, Inc. is 100% shareholder of Gannett Fleming, Inc.

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.

Gannett Fleming Engineers and Architects, PC is an affiliate of Gannett Fleming, Inc.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

None/Not Applicable (No lobbying services were utilized by Gannett Fleming related to this proposal/matter; however, Gannett Fleming, Inc. does have a relationship with Park Strategies, which is registered with Nassau County and New York State, and has provided introductions to Nassau County in the past.)

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

Please see answer to 7A

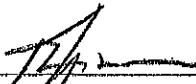
(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

Please see answer to 7A

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: 4-27-17

Signed: 

Print Name: Thomas L. Saltzer

Title: 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.

Gannett Fleming, Inc.
JOINT VENTURES
As of April 1, 2017

Joint Venture Name	Percent GF Ownership
AECOM - Gannett Fleming, a Joint Venture	48
A&P - GF Joint Venture	25
BakerAECOM, LLC	5
Development Facilitators Inc. - Gannett Fleming Inc Joint Venture	50
Development Facilitators Inc. - Gannett Fleming Inc Joint Venture	50
G2C Joint Venture	33 1/3
Gannett Fleming, Inc. / Dewberry LLC, a Joint Venture	50
Gannett Fleming / ESA	50
Gannett Fleming - GEI IEPR Joint Venture	60
Gannett Fleming - Greenman Pedersen Joint Venture	50
Gannett Fleming, Inc. / Johnson, Mirmiran & Thompson, a Joint Venture	50
Gannett Fleming - KCI Technologies Joint Venture	60
Gannett Fleming / Malcolm Pirnie JV	50
Gannett Fleming - PB Americas	50
Gannett Fleming - PB Americas - Whitman Requardt, a Joint Venture	33 1/3
Gannett Fleming - Whitman Requardt and Associates, a Joint Venture	51
Gannett Fleming, Inc. / Whitney Bailey Cox and Magnani, LLC - Joint Venture	50
Gannett Fleming - WM Group Engineers Joint Venture	61
GEI-GF Joint Venture	40
GF/HMM Joint Venture	50
GF - JMT JV	52 1/2
GFTRS/HNTB Joint Venture	55
Greenman Pedersen - Gannett Fleming Joint Venture	50
Hardesty & Hanover - Gannett Fleming, a Joint Venture	50
INCA / Gannett Fleming JV	50
Johnson, Mirmiran & Thompson, P.A. / Gannett Fleming, Inc., a Joint Venture	50
KCI Technologies, Inc./Gannett Fleming, Inc., JV	50
McCormick Taylor, Inc. / Gannett Fleming, Inc. Joint Venture	50
Northeast Engineering - Gannett Fleming	50
PARS - Gannett Fleming Joint Venture	49
Parsons Brinkerhoff/Gannett Fleming Joint Venture	48
Portal Partners Tri-Venture	40
Stantec / Gannett Fleming JV	49
WEST Consultants - Gannett Fleming Joint Venture	50
Whitman Requardt & Associates - Gannett Fleming, a Joint Venture	49
Whitney Bailey Cox & Magnani - Gannett Fleming	50

Gannett Fleming, Inc. Officers and Directors

Name	Title	Effective Date	Director	Office Address 1	Office Address 2	Office Address 3	Office City	Office State or Province	Office Postal Code
Saef, Robert M.	Chairman	01/07/2017	Y	P.O. Box 67100			Harrisburg	PA	17106-7100
Saef, Robert M.	Chief Executive Officer	01/07/2017	Y	P.O. Box 67100			Harrisburg	PA	17106-7100
Nowicki, Paul D.	Vice Chairman	01/07/2017	Y	Southfield Center	Suite 205	One Craywood Road	South Plainfield	NJ	07080-2448
Nowicki, Paul D.	President	01/07/2017	Y	Southfield Center	Suite 205	One Craywood Road	South Plainfield	NJ	07080-2448
Nowicki, Paul D.	Chief Operating Officer	01/07/2017	Y	Southfield Center	Suite 205	One Craywood Road	South Plainfield	NJ	07080-2448
Derr, John A.	Executive Vice President	10/21/2015	Y	Suite 1900	3838 North Central Avenue		Phoenix	AZ	85012-1857
Hoffmann, Arthur G. Jr.	Secretary	01/01/2015	Y	P.O. Box 67100			Harrisburg	PA	17106-7100
Hoffmann, Arthur G. Jr.	Executive Vice President	10/21/2015	Y	P.O. Box 67100	Suite 400	730 Holiday Drive	Harrisburg	PA	17106-7100
Kovacs, John W.	Executive Vice President	10/21/2015	Y	Foster Plaza 8	1010 Adams Avenue		Pittsburgh	PA	15220-2148
Macdonald, Esther M.	Executive Vice President	10/21/2015	Y	Valley Forge Corporate Center	7300 Corporate Center Drive		Auradon	PA	15403-2402
Thomas, David B.	Executive Vice President	10/21/2015	Y	Suite 701	7300 Corporate Center Drive		Miami	FL	33126-1233
Burroughs, Robert K. Jr.	Assistant Treasurer	12/19/2013		P.O. Box 67100	3838 North Central Avenue		Harrisburg	PA	17106-7100
Kenny, John R.	Executive Vice President	10/21/2015		Suite 1900	3838 North Central Avenue		Phoenix	AZ	85012-1957
Kessler, Jon H.	Treasurer	01/03/2014		P.O. Box 67100			Harrisburg	PA	17106-7100
Kessler, Jon H.	Chief Financial Officer	01/03/2014		P.O. Box 67100			Harrisburg	PA	17106-7100
Kessler, Jon H.	Executive Vice President	10/21/2015		P.O. Box 67100			Harrisburg	PA	17106-7100
Ragen, Robert E.	Executive Vice President	04/08/2013		Suite 701	Suite 552	380 Seventh Avenue	New York	NY	10121-0101
Abreu, Jose	Senior Vice President	04/30/2015		Rutherford Plaza Building	7300 Corporate Center Drive		Miami	FL	33126-1233
Barrett, Warren A. II	Senior Vice President	10/21/2015		Suite 200	Suite 300	7133 Rutherford Road	Baltimore	MD	21244-2718
Buchheit, John A.	Senior Vice President	10/21/2015		Suite 200	5 Eves Drive		Marion	NI	08053-3135
Campanella, George R.	Senior Vice President	11/28/2016		Suite 701	7300 Corporate Center Drive		Miami	FL	33126-1233
Dougherty, John V.	Senior Vice President	04/30/2010		Suite 300	10161 Centurion Parkway North		Jacksonville	FL	32256-4122
Hart, Glen L.	Senior Vice President	04/30/2010		P.O. Box 67100	790 Turnpike Street		Harrisburg	PA	17106-7100
Johnson, Mark D.	Senior Vice President	08/11/2016		Suite 110	Suite 552	380 Seventh Avenue	New York	NY	10121-0101
Kontny, Gene C.	Senior Vice President	06/02/2008		P.O. Box 67100			Harrisburg	PA	17106-7100
Leavitt, James R.	Senior Vice President	05/19/2014		Two Penn Plaza			Harrisburg	PA	17106-7100
Leavitt, Paul J.	Senior Vice President	10/21/2015		P.O. Box 67100	2850 Wyckoff Road		Raleigh	NC	27607-3073
Mulqueeny, Bryan P.	Senior Vice President	10/21/2015		Suite 102			Harrisburg	PA	17106-7100
Plumpton, William M.	Assistant Secretary	12/19/2013		P.O. Box 67100			Harrisburg	PA	17106-7100
Plumpton, William M.	Senior Vice President	08/11/2015		P.O. Box 67100	11837 Rock Landing Drive		Newport News	VA	23606-4431
Wesdock, Brandon J.	Senior Vice President	10/21/2015		Suite 200			Harrisburg	PA	17106-7100
Allis, William W.	Vice President	04/30/2010		P.O. Box 67100			Harrisburg	PA	17106-7100
Aversio, Martha J.	Vice President	10/26/2014		P.O. Box 67100			Harrisburg	PA	17106-7100
Bailey, Christopher S.	Vice President	10/16/2014		P.O. Box 67100			Harrisburg	PA	17106-7100
Baudouy, Charles H.	Assistant Secretary	12/09/2010		P.O. Box 67100			Harrisburg	PA	17106-7100
Baudouy, Charles H.	Vice President	02/21/2008		P.O. Box 67100	1037 Raymond Boulevard		Harrisburg	PA	17106-7100
Bosco, David A.	Vice President	12/09/2010		Suite 1420			Newark	NJ	07102-5427
Brenja, Brett A.	Vice President	06/29/2011		P.O. Box 67100			Harrisburg	PA	17106-7100
Celis, Carlos M.	Vice President	09/03/2018		Suite 701	7300 Corporate Center Drive		Baltimore	MD	21244-2718
Croft, Keith J.	Vice President	04/12/2012		Rutherford Plaza Building	Suite 300	7133 Rutherford Road	Baltimore	MD	21244-2718
Crawther, Craig E.	Vice President	10/21/2015		Suite 102	2850 Wyckoff Road		Raleigh	NC	27607-3073
Daley, Thomas P.	Vice President	06/29/2011		Northfield Place	Suite 215	333 Elm Street	Danvers	MA	01923-4530
DeStefano, Eugene C.	Vice President	12/18/2011		Southfield Center	Suite 205	One Craywood Road	South Plainfield	NJ	07080-2448
Downs, Terry L.	Vice President	02/11/2016		Foster Plaza 8	Suite 400	730 Holiday Drive	Pittsburgh	PA	15220-2148
Dreese, Trent L.	Vice President	09/20/2007		P.O. Box 67100			Harrisburg	PA	17106-7100
Dutke, Dean B.	Vice President	06/14/2007		Suite 1900	3838 North Central Avenue		Phoenix	AZ	85012-1957

Gannett Fleming, Inc. Officers and Directors

Name	Title	Effective Date	Director	Office Address 1	Office Address 2	Office Address 3	Office City	Office State or Province	Office Postal Code
Dziedziak, James M.	Vice President	06/11/2009		Southfield Center	Suite 205	One Cragwood Road	South Plainfield	NJ	07080-2448
Egli, Gary A.	Vice President	02/29/2017		Suite 17	2189 Siles Deane Highway	Rocky Hill	Rocky Hill	CT	06067-2324
El-Aasser, Ahmed A.	Vice President	08/13/2015		Suite 500	4035 Ridge Top Road		Fairfax	VA	22030-7408
Elie-Bee, Jason J.	Vice President	06/19/2014		3878 South Perkins Cutoff Road			Memphis	TN	38118-6300
Elliot, James C.	Vice President	08/25/1997		P.O. Box 67100			Harrisburg	MD	21244-2718
Fusco, Anthony J.	Vice President	12/17/2015		Rutherford Plaza Building	Suite 300	7133 Rutherford Road	Baltimore	MD	21244-2718
Gerlach, Stephen B.	Vice President	06/01/2000		Rutherford Plaza Building	Suite 300	7133 Rutherford Road	Baltimore	MD	21244-2718
Gibbons, James T.	Vice President	02/21/2013		Suite 300	5 Live Drive		Marion	IN	08053-3125
Gibbons, Susan F.	Vice President	06/01/1999		Tenn Penn Center	Suite 2500	1801 Market Street	Philadelphia	PA	19103-1628
Gillespie, Andrew J.	Vice President	04/23/2015		Tenn Penn Center	Suite 2600	1801 Market Street	Philadelphia	PA	19103-1628
Glafelley, Dale R.	Vice President	01/24/2000		P.O. Box 67100			Harrisburg	PA	17106-7100
Gonz, Daniel J.	Vice President	06/23/2011		554 South Erie Street			Merger	PA	16137-3507
Gonzalez, Naldo	Vice President	06/14/2007		Suite 701	7301 Corporate Center Drive		Miami	FL	33126-1233
Gough, William M.	Vice President	06/23/2011		P.O. Box 67100			Harrisburg	MD	21244-2718
Gutman, Kenneth T.	Vice President	02/16/2012		Rutherford Plaza Building	Suite 300	7133 Rutherford Road	Baltimore	MD	21244-2718
Hadjilano, Stephen	Vice President	01/26/1998		Suite 300	100 Crossways Park West		Woodbury	NY	11797-2012
Haniet, David A.	Vice President	12/29/2013		P.O. Box 67100			Harrisburg	PA	17106-7100
Hansen, David P.	Vice President	08/13/2015		Tenn Penn Center	Suite 2600	1801 Market Street	Philadelphia	PA	19103-1628
Hartof, Steven I.	Vice President	06/11/2009		Rutherford Plaza Building	Suite 300	7133 Rutherford Road	Baltimore	MD	21244-2718
Holdebaum, Rodney E.	Assistant Secretary	01/01/2004		P.O. Box 67100			Harrisburg	PA	17106-7100
Holdebaum, Rodney E.	Vice President	01/24/2000		P.O. Box 67100	5029 Corporate Woods Drive		Harrisburg	PA	17106-7100
Hou, Jessica M.	Vice President	02/21/2013		Suite 301			Virginia Beach	VA	23462-4376
Irish, Judy L.	Vice President	06/04/1999		P.O. Box 67100	Suite 710	883 Sneath Lane	Harrisburg	PA	17106-7100
Hurley, Jeffrey A.	Vice President	12/17/2015		San Bruno Office Park			San Bruno	CA	94068-2408
Ile, Ruby L.	Assistant Secretary	08/25/1997		P.O. Box 67100			Harrisburg	PA	17106-7100
Ile, Ruby L.	Vice President	12/17/2015		P.O. Box 67100	100 Crossways Park West		Harrisburg	PA	17106-7100
Inyard, Frederick H.	Vice President	01/01/1998		Suite 300			Woodbury	NY	11797-2012
Inyard, Frederick H.	Vice President	06/13/2009		P.O. Box 67100	5029 Corporate Woods Drive		Harrisburg	PA	17106-7100
Jager, Ronald A.	Vice President	06/01/1999		Suite 301			Virginia Beach	VA	23462-4376
Keno, Aaron D.	Vice President	06/16/2014		P.O. Box 67100			Harrisburg	PA	17106-7100
Kine, Robert A. Jr.	Vice President	06/23/2011		P.O. Box 67100			Harrisburg	PA	17106-7100
Knight, Michael A.	Vice President	04/10/2014		P.O. Box 67100			Harrisburg	PA	17106-7100
Krebs, Christopher D.	Vice President	06/24/2012		P.O. Box 67100			Harrisburg	PA	17106-7100
Lee, Richard K.	Vice President	11/01/2007		29 Richard Lee Lane	Suite 150	9119 Corporate Lake Drive	Phoenixville	PA	19460-1900
Leis, Ronald N.	Vice President	01/01/1998		Westlake Corp. Ct.	Suite 400	790 Holiday Drive	Pittsburgh	PA	15220-6748
MacAllister, Michael A.	Vice President	04/29/2015		Foster Plaza 8			Harrisburg	PA	17106-7100
Marshall, James M.	Vice President	01/05/2014		Suite 600			Washington	DC	20005-5710
Mason, Bradley A.	Vice President	08/16/2012		Suite 500	8001 Street NW		Fairfax	VA	22030-7408
Massey, Thomas I.	Vice President	10/21/2015		Suite 500	4035 Ridge Top Road	One Cragwood Road	South Plainfield	NJ	07080-2448
Matthews, Robert B.	Vice President	06/16/2016		Southfield Center	Suite 205		Harrisburg	PA	17106-7100
McClennery, Barbara R.	Corporate Ethics Officer	11/16/2008		P.O. Box 67100			Harrisburg	PA	17106-7100
McClennery, Barbara R.	Security Officer	01/01/1997		P.O. Box 67100			Harrisburg	PA	17106-7100
McClennery, Barbara R.	Vice President	05/01/2000		P.O. Box 67100			Harrisburg	PA	17106-7100
McClennery, Barbara R.	Vice President	01/01/2011		Valley Forge Corporate Center	1010 Adams Avenue		Audubon	PA	19403-2402
McClennery, Gregory	Vice President	06/19/1991		Southfield Center	Suite 205	One Cragwood Road	South Plainfield	NJ	07080-2448
Morgan, Michael A.	Vice President	06/11/2009		P.O. Box 67100			Harrisburg	PA	17106-7100
Motorsky, Donald G.	Vice President	10/19/1999		P.O. Box 67100			Harrisburg	PA	17106-7100

Gannett Fleming, Inc. Officers and Directors

Name	Title	Effective Date	Director	Office Address 1	Office Address 2	Office Address 3	Office City	Office State or Province	Office Postal Code
Morrison, Ara G.	Vice President	02/11/2016		Valley Forge Corporate Center	1010 Adams Avenue		Audubon	PA	19403-2402
Mullins, Keith R.	Vice President	04/10/2014		Tenn Penn Center	Suite 2600	11801 Market Street	Philadelphia	PA	19103-1628
Norris, Charles R. III	Vice President	10/19/1989		Suite 17	2189 Stas Deane Highway		Rocky Hill	CT	06067-2324
Olson, Eric R.	Vice President	08/11/2016		Suite 3800	601 S. Figueroa Street		Los Angeles	CA	90017-2731
Papamichail, Tobias	Vice President	10/19/1989		Suite 300	1200 Crossways Park West		Woodbury	NY	11797-2012
Pawell, Mark M.	Vice President	12/18/2014		Suite 1900	3828 North Central Avenue		Phoenix	AZ	85012-5957
Purdy, John D.	Vice President	06/01/1999		Two Penn Plaza	Suite 552	330 Seventh Avenue	New York	NY	10121-0101
Pursel, Thomas B.	Assistant Secretary	04/21/2016		P.O. Box 67100			Harrisburg	PA	17106-7100
Pursel, Thomas B.	Vice President	06/23/2011		P.O. Box 67100			Harrisburg	PA	17106-7100
Raffensperger, Jeffrey L.	Vice President	06/01/1998		P.O. Box 67100			Harrisburg	PA	17106-7100
Rensel, Eric E.	Vice President	08/11/2016		P.O. Box 67100			Harrisburg	PA	17106-7100
Rift, Joseph Jr.	Vice President	11/27/2000		Suite 230	3500 Corporate Exchange Drive		Columbus	OH	43231-7665
Rose, David C.	Vice President	07/13/2015		Two Penn Plaza	Suite 552	380 Seventh Avenue	New York	NY	10122-0101
Ross, Mary C.	Vice President	06/23/2011		Westlake Corp. Ctr.	Suite 150	9119 Corporate Lake Drive	Tampa	FL	33634-6322
Rowley, Steven G.	Vice President	12/13/2007		San Bruno Office Park	Suite 210	881 Seventh Lane	San Bruno	CA	94066-2408
Russell, Larry C.	Vice President	04/21/2016		P.O. Box 67100			Harrisburg	PA	17106-7100
Saltzer, Thomas L.	Vice President	02/23/2017		P.O. Box 67100			Harrisburg	PA	17106-7100
Savidge, Roderick A.	Vice President	06/08/2003		The Brantford Building	Suite 350	12710 Research Boulevard	Austin	TX	78759-4882
Schaefer, Matthew J.	Vice President	02/18/2010		The Brantford Building	Suite 350		Phoenix	AZ	85012-5957
Schaefer, Ronald D.	Vice President	01/01/1993		Suite 1900	3828 North Central Avenue		Harrisburg	PA	17106-7100
Schweiger, Paul G.	Vice President	06/23/2011		P.O. Box 67100			Harrisburg	PA	17106-7100
Selig, Brian A.	Vice President	12/19/2013		P.O. Box 67100	Suite 210	881 Seventh Lane	San Bruno	CA	94066-2408
Shedden, Kamble F.	Vice President	12/28/1998		San Bruno Office Park			Harrisburg	PA	17106-7100
Shiffert, Brian E.	Vice President	01/09/2015		Valley Forge Corporate Center	1010 Adams Avenue		Audubon	PA	19403-2402
Shiley, Scott W.	Vice President	08/23/2007		Valley Forge Corporate Center	Suite 150	5119 Corporate Lake Drive	Tampa	FL	33634-6322
Slaggs, Robert W.	Vice President	06/19/2014		Westlake Corp. Ctr.	Suite 102		Madison	WI	53711-1900
Smith, Brian L.	Vice President	02/23/2017		Suite 204	651 North Broad Street		Phoenix	AZ	85012-5957
Snow, Terry M.	Vice President	04/23/2015		Suite 102	2610 Wyckoff Road		Phoenix	AZ	85012-5957
Sodemann, Jasmine R.	Vice President	02/23/2017		8025 Eschler Drive	3828 North Central Avenue		Phoenix	AZ	85012-5957
Stanley, Robert M.	Vice President	01/01/2011		Tenn Penn Center	Suite 2600	1801 Market Street	Philadelphia	PA	19103-1628
Swartz, Kevin L.	Vice President	02/23/2017		Tenn Penn Center	Suite 552	380 Seventh Avenue	New York	NY	10122-0101
Tulumello, Giuseppe	Vice President	08/21/2014		Two Penn Plaza			Pittsburgh	PA	15220-2748
Van der Mandele, Lance M.	Vice President	06/23/2011		P.O. Box 67100	Suite 400	720 Holiday Drive	Chicago	IL	60606
Verdy, D.E.	Vice President	11/16/2007		Foster Plaza B	20 N. Wacker Drive		Harrisburg	PA	17106-7100
Walsh, Kevin A.	Vice President	01/01/2017		Suite 1500			Harrisburg	PA	17106-7100
Whitson, Cynthia R.	Vice President	02/23/2014		P.O. Box 67100			Harrisburg	PA	17106-7100
Wilson, David B.	Vice President	06/01/1994		Suite 102	2610 Wyckoff Road		Raleigh	NC	27607-4073
Witkenner, Terry L.	Vice President	05/12/2008		Valley Forge Corporate Center	3015 Adams Avenue		Audubon	PA	19403-2402
Worden, Edward L.	Vice President	06/20/2006		Valley Forge Corporate Center	Suite 300	7133 Rutherford Road	Baltimore	MD	21244-2718
Yan, Chen-Yu	Vice President	06/01/1999		Rutherford Plaza Building	Suite 100		St. Louis	MO	63017
Young, Paul A.	Vice President	01/01/2017		Suite 100	1400 Elbridge Payne Road		Harrisburg	PA	17106-7100
Zarber, Anthony R.	Vice President	07/01/2017		Suite 100	1400 Elbridge Payne Road		Harrisburg	PA	17106-7100
Zerant, Scott W.	Assistant Secretary	12/19/2013		P.O. Box 67100			Harrisburg	PA	17106-7100
Zerant, Scott W.	Vice President	06/21/2012		P.O. Box 67100			Harrisburg	PA	17106-7100
Zieber, Scott F.	Vice President	06/23/2011		P.O. Box 67100			Harrisburg	PA	17106-7100
Zink, Thomas G.	Vice President	06/23/2011		Suite 200	5 Eves Drive		Marlton	NJ	08053-3135

Amendment #1

THIS AMENDMENT dated as of the date of execution by the County (together with the schedules, appendices, attachments and exhibits, if any, this "Amendment"), 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 Information Technology, having its principal office at 240 Old Country Road, Mineola, New York 11501 (the "Department"), and (ii) Gannett Fleming Inc. d/b/a GeoDecisions, a Delaware corporation authorized to transact business in the State of New York, having its principal office at 207 Senate Avenue, Camp Hill, PA (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQIT15000002 between the County and the Contractor, executed on behalf of the County on August 21, 2015, (the "Original Agreement"), the Contractor performs certain support and training services for the County in connection with the County's use of its geographic information system (the "GIS System"), which services are more fully described in the Original Agreement (the "Services"); and

WHEREAS, the Original Agreement commenced on August 21, 2015 and is scheduled to terminate on August 21, 2017 (the "Term"); and

WHEREAS, the Original Agreement contains three (3) renewal options for one (1) year periods exercisable at the County's sole discretion (the "Renewal Options"); and

WHEREAS, the Services have not been completed; and

WHEREAS, in order for the County GIS System to function properly, the County requires the Contractor to provide user support, system maintenance, upgrade, and additional enhancements ("Maintenance and Support Services"); and

WHEREAS, the County and the Contractor desire to exercise the first two (2) Renewal Options to complete the services and for Contractor to provide necessary Maintenance and Support Services to the GIS System; and


WHEREAS, the services contemplated by this Amendment are personal services within the context and purview of Section 2206 of the County Government Law of Nassau County.

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

1. Term Renewal. The Term shall be renewed for two (2) additional one (1) year periods, so that the termination date of the Original Agreement, as amended herein, shall be August 21, 2019. The County reserves the right to exercise the final renewal option at its sole discretion.
2. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended herein shall remain in full force and effect and govern the relationship of the parties.

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

GANNETT FLEMING D/B/A GEODECISIONS

Name: 
Thomas L. Saltzer
Title: Vice President
Date: 4/27/17

NASSAU COUNTY

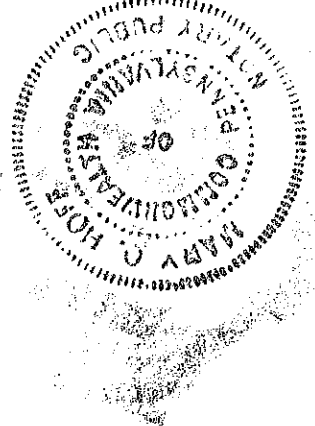
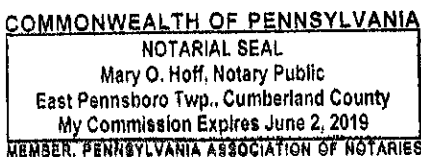
By: _____
Name: _____
Title: Deputy County Executive
Date: _____

PLEASE EXECUTE IN BLUE INK

Pennsylvania
STATE OF ~~NEW YORK~~)
Cumberland) ss.:
COUNTY OF ~~NASSAU~~)

On the 27th day of April in the year 2017 before me personally came
Thomas L. Saltzer to me personally known, who, being by me duly sworn, did depose and say
that he or she resides in the County of Lancaster; that he or she is the Vice President of
Gico Decisions, 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.

Mary O. Hoff
NOTARY PUBLIC



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

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 _____; 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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/19/2017

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 Gunn-Mowery P.O. Box 900 Camp Hill PA 17001-0900		CONTACT NAME: Janice Bolton PHONE (A/C, No., Ext.): 717-761-4600, Ext. 3031 E-MAIL ADDRESS: J.Bolton@GunnMowery.com FAX (A/C, No.): 717-761-8159															
INSURED GeoDecisions, A Division of Gannett Fleming, Inc. P.O. Box 67100 Harrisburg, PA 17106-7100		INSURER(S) AFFORDING COVERAGE <table border="1"><thead><tr><th>INSURER</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: PA Manufacturers' Assoc Ins Co.</td><td>12262</td></tr><tr><td>INSURER B: Merchants Mutual Insurance Co.</td><td>23329</td></tr><tr><td>INSURER C: PA Manufacturers Indemnity Co.</td><td>41424</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></tbody></table>		INSURER	NAIC #	INSURER A: PA Manufacturers' Assoc Ins Co.	12262	INSURER B: Merchants Mutual Insurance Co.	23329	INSURER C: PA Manufacturers Indemnity Co.	41424	INSURER D:		INSURER E:		INSURER F:	
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INSURER C: PA Manufacturers Indemnity Co.	41424																
INSURER D:																	
INSURER E:																	
INSURER F:																	

COVERAGES**CERTIFICATE NUMBER:** 1083075071**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
C A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	8017012907384A 3017012907384B	2/1/2017 2/1/2017	2/1/2018 2/1/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> COMP. \$1,000 <input checked="" type="checkbox"/> COLL. \$1,000	Y	Y	1517012907304	2/1/2017	2/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$50	Y	Y	CUP0000089	2/1/2017	2/1/2018	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NY) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	Y N/A	2017012907384A 2017012907384B	2/1/2017 2/1/2017	2/1/2018 2/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

When required by Signed Contract in Advance of Loss Blanket Additional Insured, Waiver of Subrogation applies, Primacy applies, 1009-0 GIS Support and GIS Training Contract for Services. The following are considered as Additional Insureds for General Liability as per written contract: Nassau County, NY [X - GeoDecisions]

CERTIFICATE HOLDER**CANCELLATION 90**NASSAU COUNTY, NY, DEPT. OF INFORMATION
TECHNOLOGY
ATTN: DONNA NEILAND
240 OLD COUNTY RD., RM 608
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

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CERTIFICATE OF LIABILITY INSURANCE

6/1/2017

DATE (MM/DD/YYYY)

5/26/2016

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

PRODUCER Lockton Companies
444 W. 47th Street, Suite 900
Kansas City MO 64112-1906
(816) 960-9000

CONTACT

NAME:

PHONE:

(A/C, No, Ext):

FAX (A/C, No):

E-MAIL:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Lexington Insurance Company

19437

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED
1361922 GEODECISIONS
A DIVISION OF GANNETT FLEMING, INC.
PO BOX 67100
HARRISBURG PA 17106-7100

COVERAGES

CERTIFICATE NUMBER: 13371951

REVISION NUMBER: XXXXXXXX

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
	COMMERCIAL GENERAL LIABILITY		NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX
						MED EXP (Any one person) \$ XXXXXXXX
						PERSONAL & ADV INJURY \$ XXXXXXXX
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ XXXXXXXX
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ XXXXXXXX
	OTHER:					\$
	AUTOMOBILE LIABILITY		NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$ XXXXXXXX
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$ XXXXXXXX
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
						\$ XXXXXXXX
	UMBRELLA LIAB		NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ XXXXXXXX
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					\$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		NOT APPLICABLE			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N				E.L. EACH ACCIDENT \$ XXXXXXXX
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX
A	PROFESSIONAL LIABILITY	N	020720848	6/1/2016	6/1/2017	E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
						\$10,000,000 PER CLAIM; \$10,000,000 AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
1009-0 GIS Support and GIS Training Contract for Services. [X - GeoDecisions]

CERTIFICATE HOLDER

13371951

NASSAU COUNTY NY
DEPARTMENT OF INFORMATION TECHNOLOGY
ATTN: DONNA NEILAND
240 OLD COUNTRY ROAD
ROOM 608
MINEOLA NY 11501

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Contract ID#: CQIT 15000002



Department: Information Technology

E-89-15

Contract Details

SERVICE GIS Support Services & Training

NIFS ID #: CQIT15000002

NIFS Entry Date: 04/10/2015

Term: from Execution to 2Yrs

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 Gannett Fleming Inc. d/b/a GeoDecisions	Vendor ID# 251613591-02
Address P O Box 67100 Harrisburg, PA 17106-7100	Contact Person Sonja L. Schultheis
	Phone (717) 763-7211

County Department	
Department Contact Erick Bautista	*****Please return final, sealed copy to Peggy Brown
Address 240 Old Country Road Mineola, N.Y. 11501	
Phone (516) 571-9920	

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'd & Fwd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input checked="" type="checkbox"/> NIFS Appvl (Dept. Head) <input checked="" type="checkbox"/> Contractor Registered <input checked="" type="checkbox"/>			
	OMB	Contractor Registered <input type="checkbox"/> NIFS Approval <input type="checkbox"/>	4/23		Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if Blanket Res
4/23/15	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	4/28/15		
4/28/15	County Attorney	CA Approval as to form <input type="checkbox"/>	4/28/15		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>	5/1/15		
	County Attorney	NIFS Approval <input type="checkbox"/>	5/1/15		
	Comptroller	NIFS Approval <input checked="" type="checkbox"/>	7/1/15		7/13/15
5/1/15	County Executive	Notarization <input type="checkbox"/> Filed with Clerk of the Leg. <input type="checkbox"/>	5/1/15		



Contract Summary

Description:

Nassau County has been developing a County-wide Enterprise GIS since 1990. This contract will enable the vendor to provide GIS Support to further this development, as well as provide training in GIS software and functionality for County employees.

Purpose:

There are various Nassau County agencies utilizing our Enterprise GIS. Nassau County's GIS system provides crucial services to these County agencies. Examples include: 1) Firecom: GIS "married" to the Firecom Street Locator System so that when a fire alarm is dispatched the system will deliver a GIS map at the same time. 2) DPW: DPW take GIS out into the field to respond to emergencies, log in maintenance activities and track the various permits the department issues. Additionally, Nassau County is involved in data sharing through GIS Licensing. Currently, there are over 700 licensed partners outside Nassau County government. The Services have been awarded to four vendors that Nassau County believes will best be able to provide the County with user support, system maintenance, system upgrade, systems administration and support, application development and training.

Method of Procurement:

Request For Proposal.

Procurement History:

The Contract was entered into after a written request for proposals was issued on April 4, 2014. Potential proposers were made aware of the availability of the RFP by advertising in Newsday and on the LIFT/LISTnet websites. Proposals were due on May 5, 2014. Four proposals were received and evaluated. The evaluation committee consisted of: Steve Barry, Carl Bejarano, Anthony Paganini, Jim Stevin and Anthony Arcuri. The proposals were scored and ranked. As a result of the scoring and ranking (attached), four vendors were selected.

Description of General Provisions:
Task 1 - GIS Support Services:

1. On-call user support including problem resolution.
2. Data maintenance as required or as directed by the County.
3. New application development and continuing application development on work previously completed and on work in progress.
4. Systems Administration and Support.
5. Support for implementing software upgrades.

Task 2 - GIS Training: All training shall be conducted at a Nassau County provided site unless approved by the County Proposers. The vendor will inform the County if ESRI certification has been obtained and will provide the County with a list of the name(s) of certified trainers and the course work they have been certified in.

1. GIS training will be provided for ArcGIS 10, Arc Editing and any additional training as directed by, and at the sole discretion of the County.
2. Provide the County with a list of all available ESRI training curricula that are available through the vendor.

Modification of ESRI training curricula to reflect the Nassau County GIS Environment

Impact on Funding / Price Analysis:

The maximum amount for full consideration for services shall not exceed \$750,000.00. However, monies will be encumbered on an as needed basis, whenever services are required.

Change in Contract from Prior Procurement:

N/A

Recommendation: (approve as submitted)

Approve as submitted

Advisement Information

BUDGET CODES	
Fund:	IT
Control:	GEN
Resp:	1000
Object:	DE
Transaction:	505

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXX
County	\$ 0.01
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$ 0.01

LINE	INDEX/OBJECT CODE	AMOUNT
1	ITGEN1000/DE505	\$ 0.01
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$0.01

Document Prepared By: _____

Date: _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name: <i>[Signature]</i>
Name: <i>[Signature]</i>	Name: <i>[Signature]</i>	Date: <i>5/1/15</i>
Date: <i>7/17/15</i>	Date: <i>9/6/15</i>	(for Office Use Only)
		E #:

E-89-15

RULES RESOLUTION NO. 126 2015

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 INFORMATION TECHNOLOGY, AND
GANNETT FLEMING INC. D/B/A GEODECISIONS.

WHEREAS, the County has negotiated a personal services agreement
with Gannett Fleming Inc. d/b/a GeoDecisions ("GeoDecisions") with
regard to GIS support services and GIS training, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County
Legislature authorizes the County Executive to execute the said agreement
with GeoDecisions.

Passed by the Rules Committee
Nassau County Legislature

By Voice Vote on 6-1-15

VOTING:

ayes 7 nays 3 abstained 0 recused 0

Legislators present: 7

RULES RESOLUTION NO. – 2015

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 INFORMATION TECHNOLOGY, AND GANNETT FLEMING INC. D/B/A GEODECISIONS.

WHEREAS, the County has negotiated a personal services agreement with Gannett Fleming Inc. d/b/a GeoDecisions ("GeoDecisions") with regard to GIS support services and GIS training, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with GeoDecisions.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/26/2015

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).

PRODUCER Gunn-Mowery P.O. Box 900 Camp Hill PA 17001-0900		CONTACT NAME: PHONE (A/C, No., Ext): 717-761-4800 FAX (A/C, No.): 717-761-8159 E-MAIL ADDRESS: Email: info@GunnMowery.com	
INSURED 6895 GeoDecisions, A Division of Gannett Fleming, Inc. P.O. Box 67100 Harrisburg, PA 17108-7100		INSURER(S) AFFORDING COVERAGE INSURER A: PA Manufacturers' Assoc Ins Co. 12262 INSURER B: Merchants Mutual Insurance Co. 23329 INSURER C: PA Manufacturers Indemnity Co. 41424 INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 197788511

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	3015012907384	2/1/2015	2/1/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> COMP. \$1,000 <input checked="" type="checkbox"/> COLL. \$1,000	Y	Y	1515012907384	2/1/2015	2/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED. <input checked="" type="checkbox"/> RETENTION \$0	Y	Y	CUP0000069	2/1/2015	2/1/2016	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y N/A	2016012907384A 2016012907384B	2/1/2015 2/1/2015	2/1/2016 2/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

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

When required by Signed Contract in Advance of Loss Blanket Additional Insured, Waiver of Subrogation applies, Primacy applies. 1009-0 GIS Support and GIS Training Contract for Services. The following are considered as Additional Insureds for General Liability as per written contract: Nassau County, NY [X - GeoDecisions]

CERTIFICATE HOLDER

CANCELLATION 90

NASSAU COUNTY, NY, DEPT. OF INFORMATION TECHNOLOGY ATTN: DONNA NEILAND 240 OLD COUNTY RD., RM 608 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
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CERTIFICATE OF LIABILITY INSURANCE

6/1/2015

DATE (MM/DD/YYYY)

2/26/2015

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).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS:
	INSURER(S) AFFORDING COVERAGE INSURER A: Lexington Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED 1361923 GNODECISONS A DIVISION OF GANNETT FLEMING, INC. PO BOX 67100 HARRISBURG PA 17106-7100	NAIC # 19437

COVERAGES

CERTIFICATE NUMBER: 13371951

REVISION NUMBER: XXXXXXXX

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	ADBL INSD	SUBR WVD	POLICY NUMBER	POLICY BFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC OTHER:			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) (If yes, describe under DESCRIPTION OF OPERATIONS below)			NOT APPLICABLE			PER STATUTE E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	PROFESSIONAL LIABILITY	N	N	020720848	6/1/2014	6/1/2015	\$5,000,000 EACH CLAIM/\$5,000,000 AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
1009-0 GIS Support and GIS Training Contract for Services. [X - GeoDecisions]

CERTIFICATE HOLDER

13371951
NASSAU COUNTY NY
DEPARTMENT OF INFORMATION TECHNOLOGY
ATTN: DONNA NEILAND
240 OLD COUNTRY ROAD
ROOM 608
MINEROLA NY 11501

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of the date of execution by Nassau County (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 Information Technology having its principal office at 240 Old Country Road, Mineola, 11501 NY (the "Department"), and (ii) Gannett Fleming Inc. d/b/a GeoDecisions, a Delaware corporation authorized to transact business in the State of New York, having its principal office at 207 Senate Avenue, Camp Hill, PA (the "Contractor").

W I T N E S S E T H:

WHEREAS, the County issued a request for proposal (the "RFP") RFP # IT0321-1407 issued April 4, 2014, for Geographic Information System ("GIS") Support and GIS Training (the "Services");

WHEREAS, the County received multiple responses to the RFP; and

WHEREAS, the Contractor submitted a proposal in response to the RFP found to be beneficial to the County;

WHEREAS, the County awarded the Services to four (4) qualified vendors, including the Contractor; and

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

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

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

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

1. Term. This Agreement shall commence upon execution of this Agreement by the County and continue for a two (2) year period, unless sooner terminated in accordance with the provisions of this Agreement, however, the County, at its sole option and in its sole discretion, may renew this Agreement under the same terms and conditions for additional three (3) one (1) year periods for a total term of five (5) years.

2. Services. The Services are fully described in detail in the Statement of Work and include, but are not limited to (a) GIS Support Services. The Contractor shall provide GIS-related support services which shall include (i) on-call user support including problem resolution (ii) data maintenance as required or as directed by the County including, but not be limited to planning, support and execution of monthly geodatabase and systems maintenance activities; (iii) Contractor shall be responsible for new application development and for continuing application development on work previously completed and for work in progress. This shall include, but not be limited to: Portals, Help Desk, Multi-Participant License Manager and Reports, E-government, Extranet; (iv) systems Administration and support, and (v) support for implementing software upgrades. (b) GIS Training. (i) The Contractor shall provide GIS training at a County provided site for: (1) ArcGIS 10 or its successor versions that are implemented, (2) Arc Editing in a versioned environment, and (3) Any additional training as directed by, and at the sole discretion of the County; (ii) Contractor shall provide to County a list of all available ESRI training curricula that is available through the Contractor and shall modify ESRI training curricula to reflect the Nassau County GIS Environment.

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 Seven Hundred and Fifty Thousand Dollars (\$750,000.00) ("Maximum Amount") payable in accordance with the rates provided in the cost attachment #2

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

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

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

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

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

6. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix 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) Protection of Confidential Information. The parties further acknowledge that in the course of this Agreement each may have access to and/or be in possession of proprietary or confidential information of the other party. "Confidential Information" shall mean, (i) any information that is specifically marked as "Confidential" "Restricted" or with other similar legend; (ii) information which the County has requested in writing to be kept confidential; (iii) information which is disclosed verbally and identified as confidential at the time of disclosure; (v.) information which, by its nature, must be kept confidential in order to prevent adverse consequences to the Business or the County; and (v) nonpublic third-party information entrusted to the other in confidence.

Each party agrees to use the Confidential Information of the other party solely for the purposes of this Agreement, and will not disclose such Confidential Information to any third party without the other party's consent. Each party shall maintain the Confidential Information of the other party in confidence using at least the same degree of care as it employs in maintaining in confidence its own proprietary and confidential information, but in no event less than a reasonable degree of care. Provided that, the receiving party shall have met the foregoing standard of care, an inadvertent or accidental disclosure by the receiving party of Confidential Information of the disclosing party shall not constitute a breach hereof. The foregoing shall not prohibit or limit any party's use of information (including but not limited to ideas, concepts, know-how, techniques and methodologies) (i) previously known to it, (ii) independently developed by it, (iii) acquired by

it from a third party without continuing restriction on use, or (iv) which is, or becomes, publicly available through no breach by it of this Agreement. Neither party shall use the Confidential Information of the other party for its own benefit or for the benefit of any third party, except as expressly permitted in this Agreement. A receiving party also may disclose Confidential Information to the extent required by an order of a court of competent jurisdiction, administrative agency or governmental body, or by any law, rule or regulation, or by court ordered subpoena, summons or other administrative or legal process, or by applicable regulatory or professional standards, or in connection with any judicial or other proceeding involving Contractor and County relating to Contractor's Services for County or this Agreement.

(e) Protection of Information Obtained in the Course of Performance. Information obtained by the Contractor in the course of performance under this Agreement is the property of the Department and may be disclosed only with the express permission of the Department or as required by law.

7. Confidentiality. (a) Confidential Information. The Contractor hereby agrees (i) to hold and to cause each of such Contractor's agents, employees and representatives to hold the County's Confidential Information in strict confidence and to take reasonable precautions to protect such Confidential Information including, without limitation, all precautions the receiving party employs with respect to its own confidential materials, (ii) not to divulge any such Confidential Information or any information derived therefrom to any third person; (iii) not to make any use whatsoever at any time of such Confidential Information except as contemplated hereunder; and (iv) not to copy or reverse engineer any such Confidential Information. (b) Exceptions to Confidentiality Obligations. "Confidential Information" shall not include information that: (i) was already known to the receiving party prior to disclosure by the disclosing party; (ii) is in or has entered the public domain through no breach of this Agreement or other wrongful act of the receiving party; (iii) has been rightfully received by the receiving party from a third party and without breach of any obligation of confidentiality of such third party to the owner of the Confidential Information; (iv) has been approved for release by written authorization of the owner of the Confidential Information; and (v) has been independently developed by the receiving party. (c) The Contractor agrees that the Contractor shall return or destroy the County's Confidential Information upon request. (d) Notwithstanding any provision in this Agreement to the contrary, the receiving party may disclose Confidential Information to the extent it is required to be disclosed pursuant to (i) "Compliance with Law: Record Access" Section; or (ii) a valid order or requirement of a governmental agency or court of competent jurisdiction, provided that the owner of the Confidential Information shall be given reasonable notice of such an order or requirement and the opportunity to contest it. (e) Limitation on the Flow of Information. The Contractor shall endeavor to give access to the Confidential Information only to such persons who are either bound by a professional duty of confidentiality or who require knowledge of the information as employees, representatives, agents, authorized persons, advisors, officers, or directors of the respective party for orderly conduct of business of the party concerned. The Contractor shall also require the recipients of the Confidential Information to undertake to keep such Confidential Information secret. (f) Non-Disclosure Agreement (NDA). The Contractor and the Contractor's personnel and/or agents are providing Services pursuant to this Agreement shall enter into a County issued NDA prior to commencement of Services. (g) The provisions of this section shall survive the termination of this Agreement.

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.

9. Staffing and Personnel. The County reserves the right to review and to request changes to the members of the Contractor's staff assigned to deliver Services under this Agreement. The County shall have the right, in its absolute discretion, to require the removal of the Contractor's personnel at any level assigned to the performance of the Services or Work, if the County considers such removal necessary, in the best interests of the project and requests such removal in writing. Such personnel shall be promptly removed from the project by the Contractor at no cost or expense to the County. Further, an employee who is removed from the project for any reason shall not be re-employed on the Project.

10. 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 indemnify and hold the County harmless against any and all Losses arising out of or in connection with any breach of warranty by the Contractor and any claim for any infringement of intellectual property rights as indicated in the "Patent/Copyright/Trademark/Trade Secrets Claims"

(c) 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.

(d) 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.

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

11. 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 five million dollars (\$5,000,000) per occurrence and five million dollars (\$5,000,000) 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 five million dollars (\$5,000,000.00) 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) The Contractor shall indemnify and hold the County harmless against any and all Losses arising out of or in connection with (i) any breach of warranty by the Contractor, and (ii) any claim for any infringement of intellectual property rights as indicated in Section 14, "Patent / Copyright / Trademark / Trade Secrets Claims."

(c) 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.

(d) 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.

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

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

14. Services for Other Nassau County Municipal Entities. It is understood that the Services described in the Agreement may be purchased by any other County municipal entities ("Municipal Entities") and the Contractor agrees to provide the Services to the Municipal Entities on the same terms and conditions as if they were to be supplied to the County. In order to coordinate such activity, the Contractor agrees to only

perform such Services after obtaining the written permission of the County. To the extent that the Municipal Entities purchase Services, then the Municipal. Entities, and not the County, shall be liable to the Contractor.

15. Patent/Copyright/Trademark/Trade Secrets Claims.

(a) The Contractor. will indemnify, defend and hold the County harmless for any claim for any infringement by the Contractor of any copyright, trade secrets, trademark or patent rights of design systems, drawings, graphs, charts, specifications or printed matter furnished or used by the Contractor in performance of this Agreement. The County shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at the Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of the Contractor. The Contractor shall indemnify and hold the County harmless regardless of whether or not the infringement arises in the course of delivering Services under this Agreement.

(b)(i) In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if the Contractor believes that it may be enjoined, the Contractor shall have the right, at its own expense, to take action in the following order of precedence: (A) to procure for the County the right to continue using such item(s) or part(s) thereof, as applicable; (B) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (C) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (D) if none of the foregoing is commercially reasonable, then provide monetary compensation to the County up to the dollar amount of the aggregate consideration paid to the Contractor under this Agreement. (ii) The preceding remedies are in addition to and not in lieu of the Contractor's obligation to indemnify and defend the County. (iii) Time is of the essence with respect to every provision of this Agreement in which time of performance is a factor.

(c) The foregoing provisions shall not apply to any infringement occasioned by modification by the County or any third party pursuant to the County's direction that is (i) not expressly contemplated by the Contractor in writing; (ii) made without the Contractor's approval; (iii) based on the unauthorized use of the software by the County; or (iv) caused by the use of any deliverable with any adjunct device by the County, unless such use was contemplated or consented to by the Contractor.

(d) In the event that an action at law or equity is concerned against the County arising out of a claim that the County use of a deliverable under this Agreement infringes any patent, copyright or proprietary right and the Contractor is of the opinion that the allegations in such action in whole or in part are not covered by the indemnification and defense provisions set forth in this Agreement, the Contractor shall immediately notify the County in writing and shall specify to what extent the Contractor believes it is obligated to defend and indemnify under the terms and conditions of this Agreement. The Contractor shall in such event protect the interests of the County and secure a continuance to permit the County to appear and defend its interests in cooperation with the Contractor as is appropriate, including any jurisdictional defenses the County may have.

16. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

17. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately

upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

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

(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.

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

18. Accounting Procedures: Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the 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.

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

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or

claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

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

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

21. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

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

23. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this

Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

24. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

25. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of 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 201-2001. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

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


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

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


(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

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

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

By: 
Name: Thomas L. Saltzer
Title: Vice President, GeoDecisions
Date: 5.14.2015

NASSAU COUNTY

By: 
Name: Charles Ribando
Title: Deputy County Executive
Date: 5/14/15

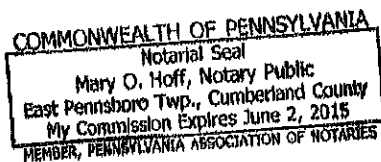
PLEASE EXECUTE IN BLUE INK

Pennsylvania
STATE OF NEW YORK)

)ss.:
COUNTY OF NASSAU)

Cumberland
On the 4th day of March in the year 2015 before me personally came Thomas L. Sautzer to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Lancaster; that he or she is the Vice President of GeoDecisions, 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.

Mary O. Hoff
NOTARY PUBLIC



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

On the 21 day of August 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 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. 0194205036
Notary in Nassau County
My Commission Expires April 21, 2016

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:

William M. Stout (Name)

207 Senate Avenue, Camp Hill, PA 17011 (Address)

717-763-7211 (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 _____

William M. Stout
Signature of Chief Executive Officer

William M. Stout

Name of Chief Executive Officer

Commonwealth of Pennsylvania
Cumberland County
Sworn to before me this

27th day of February, 2015.

Mary O. Hoff

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Mary O. Hoff, Notary Public
East Pennsboro Twp., Cumberland County
My Commission Expires June 2, 2015
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Contract Attachments

1) Statement of Work

2) Cost

Attachment #1

Statement of Work

Bowne Management Systems, Inc., GeoDecisions, AppGeo, Gayron
DeBruin(Contractor/Contractors) work to be performed for Nassau County
for March 1, 2015 - February 28, 2017

1. GIS Support Services:

Services :

- i. Contractor/Contractors - shall provide on-call user support including problem resolution.
- ii. Contractor/Contractors shall perform data maintenance as required or as directed by the County. Data maintenance shall include, but not be limited to planning, support and execution of monthly geodatabase and systems maintenance activities.
- iii. Contractor/Contractors shall provide Systems Administration and Support.
- iv. Contractor/Contractors shall be responsible for new application development and for continuing application development on work previously completed and for work in progress. This shall include, but not be limited to: Portals, Help Desk, Multi-Participant License Manager and Reports, E-government, Extranet.
- v. Contractor/Contractors shall provide support for implementing software upgrades and GIS online.

2. GIS Training:

Services:

- i. Contractor/Contractors shall provide GIS training for:
 1. ArcGIS 10 or its successor versions that are implemented
 2. Arc Editing in a versioned environment
 3. Any additional training as directed by, and at the sole discretion of the County.
- ii. Contractor/Contractors shall provide a list of all available ESRI training curricula that are available.
- iii. Contractor/Contractors shall modify ESRI training curricula to reflect the Nassau County GIS Environment. The cost of any modifications to the curricula must be identified in the cost proposal.

- iv. Contractor/Contractors shall indicate if ESRI certification has been obtained, listing the name(s) of certified trainers and the course work they have been certified in.
- v. All training shall be conducted at a Nassau County provided site unless approved by the County.

3. SOW Process

The Services underlying this Agreement have been awarded to four (4) contractors (the "Contractors"). Please be advised that Contractors are not guaranteed work under the Agreement. Rather, the Agreement gives Contractors eligibility to bid on a particular SOW for which it can provide the necessary GIS Services.

a. Individual Statements of Work.

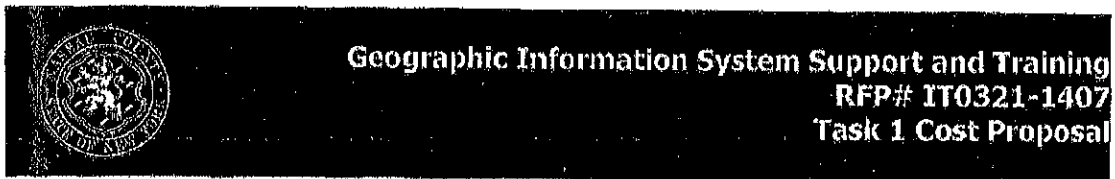
When NCIT has a project requiring GIS services, a SOW describing in detail the project GIS Services will be issued to each of the Contractors eligible to provide the specific type of GIS Service needed.

Notwithstanding the expiration of the Agreements between the Contractors and the County, an individual SOW may require the Contractors' personnel to work beyond the termination date of the Agreement to complete a specific project or activity in the SOW. In that event, the County, at its sole option and discretion, may choose to amend the Agreement to extend the term for the period the Contractors' personnel is needed to complete the project under the SOW. In addition, NCIT has the ability to modify each SOW to satisfy specific County needs.

Each SOW will provide details as to the required:

- GIS Category required.
- Description of project and services required.
- Dates and schedule requirements.
- Staffing requirements

NCIT will allow Contractors a specific period of time from the time NCIT issues an SOW to submit an offer in response. Such period of time will be specified when the SOW is issued and will vary for each SOW. NCIT will determine this length of time in part by the complexity of the project and services required.



Cost Proposal

Below is our hourly rate schedule that will be in effect for a period of two years.

Title	* Billing Rate	** Discounted Rate	Overtime Rate
Project Manager - Entry	\$125.00	\$90.00	\$90.00
Project Manager I	\$171.00	\$136.00	\$136.00
Project Manager II	\$207.00	\$172.00	\$172.00
Project Manager III	\$250.00	\$215.00	\$215.00
Programmer Analyst - Entry	\$133.00	\$98.00	\$98.00
Programmer Analyst I	\$150.00	\$115.00	\$115.00
Programmer Analyst II	\$170.00	\$135.00	\$135.00
Programmer Analyst III	\$185.00	\$150.00	\$150.00
GIS Specialist - Entry	\$130.00	\$95.00	\$95.00
GIS Specialist I	\$150.00	\$115.00	\$115.00
GIS Specialist II	\$170.00	\$135.00	\$135.00
GIS Specialist III	\$185.00	\$150.00	\$150.00

* Billing rates are only to be used when travelling to account for travel costs

** Discounted rates will be used for when no travel is involved



Geographic Information System Support and Training
RFP# IT0321-1407
Task 2 Cost Proposal

Cost Proposal

Our approach to training does not include having pre-defined courses. As such, we do not have a course price list. We are proposing to use the hourly rate table in establishing costs for training services. These hourly rates will be in effect for a period of two years. Costs for individual services can either be hourly (Time and Materials) or fixed-fee according to the Nassau County's needs.

Title	* Billing Rate	** Discounted Rate	Overtime Rate
Project Manager - Entry	\$125.00	\$90.00	\$90.00
Project Manager I	\$171.00	\$136.00	\$136.00
Project Manager II	\$207.00	\$172.00	\$172.00
Project Manager III	\$250.00	\$215.00	\$215.00
Programmer Analyst - Entry	\$133.00	\$98.00	\$98.00
Programmer Analyst I	\$150.00	\$115.00	\$115.00
Programmer Analyst II	\$170.00	\$135.00	\$135.00
Programmer Analyst III	\$185.00	\$150.00	\$150.00
GIS Specialist - Entry	\$130.00	\$95.00	\$95.00
GIS Specialist I	\$150.00	\$115.00	\$115.00
GIS Specialist II	\$170.00	\$135.00	\$135.00
GIS Specialist III	\$185.00	\$150.00	\$150.00

* Billing rates are only to be used when travelling to account for travel costs

** Discounted rates will be used for when no travel is involved



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: Gannett Fleming, Inc d/b/a GeoDecisions

CONTRACTOR ADDRESS: P O Box 67100, Harrisburg, PA 17106-7100

FEDERAL TAX ID #: 251613591-02

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 April 4, 2014. Potential proposers were made aware of the availability of the RFP by advertising in Newsday and on LIFT/LISTnet websites. Proposals were due on May 5, 2014. Four proposals were received and evaluated. The evaluation committee consisted of: Steve Barry, Carl Bejarano, Anthony Paganini, Jim Slevin and Anthony Arcuri. The proposals were scored and ranked. As a result of the scoring and ranking (attached), four vendors 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.

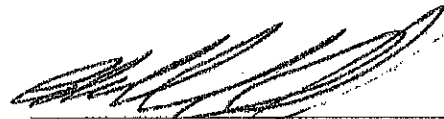
VI. This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a 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.

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

Gannett Fleming, Inc.**Officers and Directors**

Last Changed 1/9/2015

* Stout, William M	Chairman
* Stout, William M	Chief Executive Officer
* Scaer, Robert M	Vice Chairman
* Scaer, Robert M	President
* Scaer, Robert M	Chief Operating Officer
* Kovacs, John W	Senior Vice President
* McGinnis, Esther M	Senior Vice President
* McGinnis, Esther M	Secretary
* Nowicki, Paul D	Senior Vice President
* Thomas, David B	Senior Vice President
Abreu, Jose	Senior Vice President
Allen, Chester L	Senior Vice President
Barrett, Warren A II	Senior Vice President
Derr, John A	Senior Vice President
Dougherty, John V	Senior Vice President
Hair, Glen L	Senior Vice President
Hoffmann, Arthur G Jr.	Senior Vice President
Kenny, John R	Senior Vice President
Koontz, Gene C	Senior Vice President
Laurita, James R	Senior Vice President
Ragan, Robert E	Senior Vice President
Allis, William W	Vice President
Averso, Martha J	Vice President
Bailey, Christopher S	Vice President
Bartoldus, Doreen M	Vice President
Beauduy, Charles H	Vice President
Beauduy, Charles H	Assistant Secretary
Bennett, Keith D	Vice President
Bingham, William B	Vice President
Boate, David A	Vice President
Botchie, Joseph G	Vice President
Brenize, Brett A	Vice President
Buchheit, John A	Vice President
Campanella, George R	Vice President
Cejas, Carlos M	Vice President
Crandall, James M	Vice President
Cronin, Kevin J	Vice President
Daley, Thomas P	Vice President
Dawson, Rodney J	Vice President
DeStefano, Eugene C	Vice President
Dreese, Trent L	Vice President

Gannett Fleming, Inc.

Officers and Directors

Last Changed 1/9/2015

Durkee, Dean B	Vice President
Dziedziak, James M	Vice President
Ellerbee, Jason J	Vice President
Elliott, James C	Vice President
Gerlach, Stephen B	Vice President
Gibbons, James T	Vice President
Gibbons, Susan F	Vice President
Glatfelter, Dale R	Vice President
Goncz, Daniel J	Vice President
Gonzalez, Naldo	Vice President
Gough, William M	Vice President
Griffin, James C Jr.	Vice President
Guttman, Kenneth T	Vice President
Hadijyane, Stephen	Vice President
Hamlet, David A	Vice President
Hart, Daniel C	Vice President
Hawtof, Steven I	Vice President
Holderbaum, Rodney E	Vice President
Holderbaum, Rodney E	Assistant Secretary
Hou, Jessica M	Vice President
Hricak, Judy L	Vice President
Inyard, Frederick H	Vice President
Jager, Ronald A	Vice President
Johnson, Mark D	Vice President
Keno, Aaron D	Vice President
Kessler, Jon H	Vice President
Kessler, Jon H	Treasurer
Kessler, Jon H	Chief Financial Officer
King, Brian W	Vice President
Kline, Robert A Jr.	Vice President
Knight, Michael A	Vice President
Krebs, Christopher D	Vice President
Kugle, Dennis F	Vice President
Lee, Richard K	Vice President
Leech, Thomas G	Vice President
Leins, Ronald N	Vice President
Lewis, Paul J	Vice President
Link, George S	Vice President
Marshall, James M	Vice President
Mason, Bradley A	Vice President
McLemore, Barbara R	Vice President

Gannett Fleming, Inc.

Officers and Directors

Last Changed 1/9/2015

McLemore, Barbara R	Corporate Ethics Officer
McLemore, Barbara R	Security Officer
McNamara, Michael T	Vice President
Milakovic, Gregory	Vice President
Morgan, Michael A	Vice President
Morosky, Donald G	Vice President
Mullins, Keith R	Vice President
Mulqueen, Bryan P	Vice President
Norrish, Charles R III	Vice President
Papamichael, Fotios	Vice President
Pitwallis, Mark M	Vice President
Plumpton, William M	Vice President
Plumpton, William M	Assistant Secretary
Purdy, John D	Vice President
Pursel, Thomas B	Vice President
Raffensperger, Jeffrey L	Vice President
Ream, Jeffrey J	Vice President
Rhine, Scott N	Vice President
Rikk, Joseph Jr	Vice President
Ross, Mary C	Vice President
Rowley, Steven G	Vice President
Salhotra, Atul M	Vice President
Savidge, Roderick A	Vice President
Schiemer, Matthew J	Vice President
Schreier, Ronald D	Vice President
Schweiger, Paul G	Vice President
Seip, Brian A	Vice President
Shadan, Kambiz F	Vice President
Shifflett, Brian E	Vice President
Sibley, Scott W	Vice President
Skaggs, Robert W	Vice President
Snodgrass, John R	Vice President
Stanley, Robert M	Vice President
Sung, Myung-Hak	Vice President
Tulumello, Giuseppe	Vice President
Updegraff, Karl F	Vice President
van der Mandele, Lance M	Vice President
Veydt, D E	Vice President
Weiss, David W Jr	Vice President
Weiss, David W Jr	Assistant Secretary
Welch, Patrick J	Vice President

Gannett Fleming, Inc.

Officers and Directors

Last Changed 1/9/2015

Wesdock, Brendan J	Vice President
Whitson, Cyrille R	Vice President
Wilson, David B	Vice President
Winebrenner, Terry L	Vice President
Woyden, Edward L	Vice President
Yen, Chen-Yu	Vice President
Zeevaart, Scott W	Vice President
Zeevaart, Scott W	Assistant Secretary
Zieber, Scott F	Vice President
Zink, Thomas G	Vice President
Rumbaugh, Robert K Jr.	Assistant Treasurer
Ile, Ruby L	Assistant Secretary

GeoDecisions Division

Wesdock, Brendan J	President
Saltzer, Thomas L	Vice President
Smith, Brian J	Vice President
Switala, Kevin J	Vice President

Quantum Geophysics Division

Lee, Richard K	President
Knight, Michael A	Vice President
Lewis, Paul J	Vice President
Mouradian, Ara G	Vice President

Transit & Rail Systems Division

McNamara, Michael T	President
Sibley, Scott W	Senior Vice President
Cross, Richard IV	Vice President
Dennis, Michael J	Vice President
Edraki, Allreza	Vice President
Farley, David A	Vice President
Lech, John J	Vice President
Lynch, Charles R	Vice President
McEvoy, Stephen A	Vice President
Nazarow, Greg J	Vice President
Samean, John F	Vice President
Shantz, Terry A	Vice President
Thompson, Christopher M	Vice President

Valuation and Rate Division

Herbert, Paul R	President
Spanos, John J	Senior Vice President

Gannett Fleming, Inc.

Officers and Directors

Last Changed 1/9/2015

VTX Division

Welch, Patrick J	President
Hansen, David P	Senior Vice President
DeFrancesco, Anthony J	Vice President
Hamby, Kenneth G	Vice President
Keller, Robert C	Vice President

* = Director

Ownership:

Gannett Fleming, Inc. is a wholly-owned subsidiary of
Gannett Fleming Affiliates, Inc.

Gannett Fleming Companies(Gannett Fleming, Inc. as paying agent for subsidiaries and affiliates)
Harrisburg, PennsylvaniaPNC Bank, N.A., Jeannette, PA
Payable if desired at PNC Bank, Delaware80-102
433

255728

DATE

03/04/15

AMOUNT

*****\$533.00***

PAY
EXACTLY ***Five Hundred And Thirty Three And 00/100 US Dollars***

Void After 90 Days

TO THE
ORDER
OFNASSAU COUNTY
ATTN: DONNA NEILAND / ROOM 608
DEPT OF INFORMATION TECHNOLOGY
240 OLD COUNTRY ROAD
MINEOLA, NY 11501*William M. Stout*

⑈255728⑈ ⑆043301627⑆ 1013636715⑈

REMITTANCE STATEMENT 255728	Gannett Fleming Companies		3/4/2015 DETACH BEFORE DEPOSITING
VOUCHER NUMBER	INVOICE NUMBER	INVOICE DATE	AMOUNT
1503*193V RFP IT00321-1407, GIS Support and Training		02/11/15	533.00
195614	TOTAL		\$533.00

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INPUT PERIOD (MM YYYY) : 04 2015 APRIL
VENDOR NUMBER / SUFFIX : 251613591 02 APPROVAL TYPE : 01
VENDOR NAME : GANNETT FLEMING INC.
VENDOR ADDRESS : P.O BOX 67100

COUNTRY : HARRISBURG PA 171067100
ALPHA VENDOR : USA
BANK NUMBER : GANNETT FLEMING, INC.
DUE DATE :
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F7-VIEW DOC F8-SUBMIT F9-LINK F10-SAVE F12-ADL FCTNS
G014 - RECORD FOUND

FAML4760 V4.2
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			GANNETT FLEMING GIS SERVICES & TRAINING						.01

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F7-PRIOR PG F8-NEXT PG F9-LINK

FAML4010 V4.2
LINK TO:

NIFS PRODUCTION SYSTEM
DOCUMENT HEADER

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INPUT PERIOD (MM YYYY) : 04 2015 APRIL
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APPROVAL TYPE :
VENDOR NAME :
VENDOR ADDRESS :

COUNTRY :
ALPHA VENDOR :
BANK NUMBER :
DUE DATE :
DOCUMENT AMOUNT :
NUMBER OF LINES :
TRANSACTION CODE HASH :
TERMS :
NOTEPAD (Y OR N) :

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F7-VIEW DOC F8-SUBMIT F9-LINK F10-SAVE F12-ADL FCTNS
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FAML4050 V4.2
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ENCUMBRANCE / ACC RECEIVABLE DOCUMENTS

04/10/2015
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DOCUMENT REF :
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TRANS AMOUNT : .01
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SUBJECT : DE505 SYSTEMS & PROGRAMMING
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GRANT :
GRANT DETAIL :
PROJECT :
PROJECT DETAIL :
START DATE :
END DATE :

FINANCIAL ERRORS :

F1-HELP F2-SELECT F3-DELETE F4-PRIOR F5-NEXT
F7-VIEW DOC F9-LINK F10-SAVE
GOO8 - NEXT RECORD DISPLAYED

Scoring Summary				
	AppGeo	Bowne	Gannett	Gayron
Task 1 Avg Score	85.54	94.96	78.5	89.96
Task2 Avg Score	NA	91.64	81.84	NA

Nassau County Office of Information Technology
Edward P. Mangano – County Executive
Ed Eisenstein – Commissioner of Information Technology

REQUEST FOR PROPOSALS

Geographic Information System Support and Training

RFP# IT0321-1407

Issue Date: April 4, 2014

Nassau County
Long Island, New York



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Request for Proposal (RFP)

A. Introduction

Nassau County, New York (the "County") is currently seeking proposals from qualified entities authorized to do business in the State of New York, to provide Geographic Information System ("GIS") Support and GIS Training.

Nassau County has been developing a County-wide Enterprise GIS since 1990. This RFP is to solicit proposals from vendors to provide GIS Support to further this development, as well as provide training in GIS software and functionality for County employees. The current environment and future environment is depicted in "Exhibit A" entitled Current and Future Environment. The various Nassau County agencies utilizing our Enterprise GIS can be found in "Exhibit B" entitled Department Participation. Additionally, Nassau County is involved in data sharing through GIS Licensing. Currently, there are over 700 licensed partners outside Nassau County government.

Nassau County is committed to a policy of equal opportunity and does not discriminate against vendors on the basis of age, sex, sexual orientation, race, color, creed, religion, ethnicity, national origin, disability, marital status, familial status, veteran status or any other basis protected under federal, state, and local laws, regulations, and ordinances.

B. Anticipated Proposal Schedule

RFP Issue Date	April 4, 2014
Bidders Conference	April 14, 2014
Proposal Due Date	May 5, 2014
Award Date	On or about May 23, 2014

Dates indicated above are subject to change at the sole discretion of the County.

THE PROPOSER SHOULD PROVIDE A PROPOSAL WHICH MEETS THE SCOPE REQUIREMENTS SET FORTH BELOW. THE COUNTY WILL REVIEW A SINGLE PROPOSALS FROM A VENDOR.

C. Scope of Services

The Scope of Services ("Scope") outlined below has been established for the purpose of achieving and implementing program goals and objectives described in this document. The Scope is intended to serve as a reference in the preparation of the proposal. The term "proposer" and "vendor" are used interchangeably in this RFP.

There are two (2) specific tasks in the Scope. The first task is for providing GIS Support Services. The second task is to provide GIS Training. It is intended that there will be one (1) or more contracts awarded. GIS Support Services and Training may be awarded to one (1) successful Proposer or to multiple Proposers. Proposers shall propose an approach to either task or both tasks. Proposers responding to both tasks shall submit their proposals for each task as a separate and sealed submission that is clearly marked identifying to which task the submission corresponds. Cost proposals for each task shall be separate and sealed within each task submission.

1. Task I – GIS Support Services:

For each of the GIS Support Services contemplated in this RFP the selected proposer shall be required to prepare and submit a Statement of Work ("SOW") after the award of the contract and for all future changes in the SOW, detailing the scope, staffing plan, schedule and cost specific to the GIS Support Service being requested. The proposed costs in each SOW shall be in accordance with the titles and rates proposed in Appendix A – Cost Proposal. The County shall review the SOW to ensure that it meets the needs of the County in terms of scope, staffing and schedule. Upon completion of the review by the County, the County shall either (i) issue written instructions to the selected proposer indicating any revisions to the SOW or (ii) issue a written Notice to Proceed with work on the GIS Support Service being contemplated. The selected proposer shall not perform any work until such written Notice to Proceed has been issued. The following illustrates 2012 services that were provided. Future services are based on SOW's as described above.

Minimum Task I Services :

- i. Proposers shall provide on-call user support including problem resolution.
- ii. The selected proposer shall perform data maintenance as required or as directed by the County. Data maintenance shall include, but not be limited to planning, support and execution of monthly geodatabase and systems maintenance activities.
- iii. The selected proposer shall be responsible for new application development and for continuing application development on work previously completed and for work in progress. This shall include, but not be limited to: Portals,

Help Desk, Multi-Participant License Manager and Reports, E-government, Extranet.

An Example relating to Firecom: To have GIS "married to the Firecom Street Locator System, so that when a fire alarm is dispatched, the system will deliver a GIS map at the same time. This required software developed that causes GIS to be queried automatically by the Firecom System.

An example: relating to DPW: DPW would like the capability to take GIS out into the field. There are a number of reasons to do this:

1. Responding to emergencies
 2. Logging in maintenance activities
 3. Tracking the various permits the department issues
- iv. The selected proposer shall provide Systems Administration and Support.
 - v. The selected proposer shall provide support for implementing software upgrades.

2. Task 2 – GIS Training:

Minimum Task 2 Proposal Elements:

- i. The selected proposer shall provide GIS training for:
 1. ArcGIS 10 or its successor versions that are implemented
 2. Arc Editing in a versioned environment
 3. Any additional training as directed by, and at the sole discretion of the County.
- ii. Proposers shall provide a list of all available ESRI training curricula that are available through the proposer.
- iii. The selected proposer shall modify ESRI training curricula to reflect the Nassau County GIS Environment. The cost of any modifications to the curricula must be identified in the cost proposal.
- iv. Proposers shall indicate if ESRI certification has been obtained, listing the name(s) of certified trainers and the course work they have been certified in.
- v. All training shall be conducted at a Nassau County provided site unless approved by the County.

3. General Provisions:

- i. The County seeks the services of one (1) or more prime contractors to provide the Scope of Services. The prime contractor/contractors must perform all work.
- ii. If the County technical requirements change after the award and/or execution of the contract, subcontractors may be allowed if the prime contractor/contractors do not have the expertise to address the change(s). The allowance for subcontracting under this project will be at the discretion of the County.
- iii. The prime contractor/contractors are responsible for approved subcontractor.
- iv. Subcontractor(s), if approved, are to abide to all terms and conditions of this RFP.
- v. The County reserves the right to deny any or all subcontractor(s).
- vi. All GIS and Training work will be requested via Nassau County's published work order management processes. Requests will be reviewed and approved by NCIT management before vendor may proceed with any requested work.
- vii. The selected proposer/proposers shall respond to any and all County requests within eight (8) hours of the receipt of such request, or by 9:00 am the following business day, whichever is sooner. Response time is measured from the time that the County dispatches call, not the dispatch by the Vendor. County working hours are between 9:00 am and 5:00 pm, Monday - Friday.
- viii. Any additional cost for overtime rates should be indicated in Appendix A Cost Proposal.
- ix. The selected proposer/proposers shall perform installation and quality control of data updates.
- x. The County is the owner of any software and data products developed through this project. .
- xi. The selected proposer/proposers shall provide only the minimum number of personnel required to effectively perform this task at each meeting or event. The selected proposers shall notify the County as to which personnel should be required to attend. The County may choose to limit, at its discretion, what selected proposer/proposers personnel may attend any given meeting or event. Such decisions shall be provided to the selected proposer/proposers in writing, prior to the meeting or event.

D. COUNTY'S RESPONSIBILITIES:

1. County shall assist the selected proposers in working with various County agencies involved in the GIS project.
2. County shall direct the selected proposers in day-to-day operations.

E. Mandatory Proposal Response Requirements:

- i. Proposers shall present an approach to providing Help Desk and Web style user support.
- ii. Proposers shall present an approach to providing user mentoring.
- iii. Proposers shall present an approach to managing this project and providing project oversight.
- iv. Proposers shall demonstrate recent project experience using the following products and technologies. Proposers shall clearly demonstrate knowledge at the user, developer, maintainer, and designer levels. Proposers that have documented experience with the products and technologies listed under this section, but do not have in-house installation of items 1-19 shall certify that they will have procured licensed in-house installations of items 1-19 prior to contract execution. More information about the Nassau County GIS Environment can be found in "Exhibit A" entitled Current Environment.
 - 1. ArcGIS 10, or Higher
 - 2. ArcIMS 9.2
 - 3. ArcSDE 10, or Higher
 - 4. ArcGIS Server
 - 5. ArcObjects
 - 6. ArcPad
 - 7. Spatial Analyst
 - 8. Survey Analyst
 - 9. Oracle version 11g
 - 10. Oracle 11g RAC
 - 11. AutoCAD, 2012
 - 12. Autodesk MAP 3D 2012
 - 13. Linux, version RedHat AS4
 - 14. Windows 2008 Server
 - 15. Windows platforms
 - 16. SQL
 - 17. Visual Basic for Applications
 - 18. Web Portal Technology, HTML, JSP, XML, Java, JavaScript, Microsoft.net, ASP, ASP.NET
 - 19. Web Services
- v. Proposers shall demonstrate recent project experience working with the following types of data listed below. The documented experience shall clearly indicate experience in design, implementation, maintenance, management and use of these large datasets.
 - 20. GIS vector datasets in SDE
 - 21. Street centerline files
 - 22. Address databases
 - 23. Parcel databases

24. Integration/collaboration with Tyler IAS System 4.0.28
Computer Aided Mass Appraisal (CAMA) Client Server
25. Pictometry
26. Processing Digital Orthophotography databases
27. AutoCAD drawing files
28. Micro Station .dgn files
29. GPS data
30. The NYS Data Product
31. Web based GIS applications using ArcGIS Server , utilizing
HTML
32. Enterprise GIS
33. Portal technology
34. Development of Metadata
35. GPS and Control Survey Monumentation
36. Computer/Aided Dispatch Systems
37. New applications is Assessment and Appraisal
38. Integration and collaboration with CAMA System
- vi. Proposers shall present a minimum of one (1) case study depicting project(s) worked on by the Proposers Project Manager and the Proposers team. The case study(ies) shall demonstrate experience in all phases of GIS application development, data development, and technical support. Proposers shall include as many case studies as is necessary to completely demonstrate adequate experience for all items listed under Mandatory Task 1 Proposal Elements.
- vii. Meetings: Upon the request of Nassau County Information Technology management, the proposer/proposers may be asked to perform the following meeting related duties:
 39. The selected proposers shall attend and prepare the agenda and meeting minutes for the monthly meeting of the Nassau County GIS Technical Committee.
 40. The selected proposers shall attend and prepare the agenda and meeting minutes for the monthly meeting of the Nassau County GIS User Committee.
 41. The selected proposers shall attend and prepare the agenda and meeting minutes for all user and application interface meetings.
 42. The selected proposers shall attend all other meetings as directed by, and at the sole discretion of the County.

All proposals must state the period for which the proposal shall remain in effect (i.e., how much time does the County have to accept or reject the proposal under the terms proposed). Such period shall not be less than 180 (one hundred eighty) days from the proposal date.

All submissions must be signed on the designated signature line(s) by an officer or authorized agent of the proposing party and notarized, where required.

Proposer/proposers may choose to respond to one, or both tasks listed in Section C entitled Scope of Services. Proposer/proposers responding to both tasks shall submit separate and sealed submissions for each task. Each submission shall be clearly labeled with the task number to which the submission corresponds.

All proposals for each task must contain the following:

1. **Cost Proposal:** Cost proposal (attached as Appendix A), which provides information pertaining to fees and costs associated with the proposers proposal. The cost proposal shall include all titles that may work on the Project. **The cost proposal (Appendix A) for each task shall be provided in a separate and sealed envelope marked "Cost Proposal" and shall reference the task to which the Cost Proposal applies.** Cost information shall be provided only as part of the Cost Proposal.
2. **Project Description and Staffing:** Proposer/proposers must complete all fields in Project Description and Staffing Form (attached as Appendix B), with specific emphasis on the following line items:
 - 2.1 **Vendor Registration:** Statement proposer has registered with the County as a vendor.
 - 2.2 **List of Services to be Performed:** Approach to the Scope of Services, containing a complete written description of how the proposer plans to meet the County's requirements. This shall include any type of service that the proposer deems may be necessary, but is not included in the Scope.
 - 2.3 **Resumes:** Detailed resumes outlining corporate responsibilities as well as project accomplishments for all individuals who would comprise the Proposers operational team including the title or added ancillary title for each individual.
 - 2.4 **Staffing:** Project organizational chart, including only the people who would actually work on the County's account. Specify the role each would play, as well as what back-up coverage would be available in time of conflicting engagements. Background checks will be required.
 - 2.5 **Prior Experience:** Detailed list of the Proposers experience with projects and clients of similar size and scope.
3. **Business History Form:** A duly completed and verified Business History Form (attached as Appendix C), together with a current certified or verified financial statement and/or other commercially reliable written evidence of the Proposers credit, financial standing and capacity to perform in accordance with the terms of the Contract, including the most recent Dun & Bradstreet (or other comparable) report, if available. If the proposer is a subsidiary entity, proposals shall include the above referenced material for the parent corporation.

4. Vendor Ownership Disclosure: All officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposing firm shall complete and verify the Principal Questionnaire (attached as Appendix D).

5. References:

- 5.1 Names, titles, addresses and phone numbers of key contacts for at least two (2) existing or prior clients.
 - 5.3 Identification of any customers/clients that have terminated proposer, or proposer's firm's services in past two (2) years and a detailed explanation for any such termination.
 - 5.4 Names, titles, addresses and phone numbers of key contacts for the case study(ies) submitted in response to Section 1(a)(xi).
6. Additional information that you believe pertinent to the County's requirements.

F. Proposal Submission Instructions

Each proposal shall be prepared simply and economically avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete, accurate, and reliable presentation. For ease of review, the proposals must follow the outline in the section of this Request For Proposal ("RFP") titled **Mandatory Proposal Response Requirements**. Each response should be clearly numbered and the full question listed. Additionally, all proposals must contain page numbers, as well as a table of contents.

Proposers may choose to respond to one, or both tasks listed in Section C entitled Scope of Services. Proposers responding to both tasks shall submit separate and sealed submissions for each task. Each submission shall be clearly labeled with the task number to which the submission corresponds.

The proposals must be signed by an individual who is authorized to bind the proposer to all commitments made in the proposal. The original and Three (3) copies of the proposal, as well as a CD containing a .pdf formatted copy of the entire proposal for each task, together with all attachments, must be submitted to the County in a sealed opaque envelope no later than **May 5, 2014 4:00 p.m.** No telegraphic or facsimile proposals will be accepted. Any late proposals will be returned unopened. **Proposals received after the above date and time will not be considered.** The County is under no obligation to return proposals.

It is each proposer's responsibility to carefully review all the requirements of this RFP, including the scope of work, the specifications and terms and conditions. It is further the proposer's responsibility to ask questions, request clarifications, or otherwise advise the County if any language, specifications or requirements of this RFP appear to be ambiguous, contradictory, or to inadvertently restrict or limit the vendors that could meet the requirements of this RFP to a single source.

If a proposer takes exception to any requirement of this RFP, the Proposer must clearly set forth the exception in its proposal, referencing the affected RFP section, paragraph and page. The Proposer must set forth the reason(s) for the exception and indicate what (if any) alternative is being offered by the Proposer. The County shall determine (in its sole discretion) the acceptability of any proposed exception(s). Where the County rejects a proposed exception, the County may offer the vendor an opportunity to withdraw its exception and propose an alternative. However, even where the County does not reject a proposed exception to the RFP prior to the issuance of a Notice of Intent to Award to a Proposer, the County reserves the right to negotiate with the proposer regarding any such exceptions. Regardless of whether or not the County rejects proposed exceptions to the RFP, such exceptions will be considered by the County in evaluating the completeness and adequacy of the proposal. Proposers shall be deemed to have accepted all requirements of this RFP to which they have not specifically and clearly stated an exception in their proposal.

The County is under no obligation to respond to any question, inquiry or assertion that is not received in writing. Interested parties may contact the authorized contact person listed below by telephone to advise that a fax transmission has been sent to the above number. Violation of these provisions may result in immediate disqualification. Proposers will submit all proposals and direct all responses, questions, and any other communications to the following authorized contact person:

Ed Eisenstein
Commissioner of Information Technology
Department of Information Technology
240 Old Country Road
Room 608
Mineola, New York 11501
E-mail – gisrfp@nassaucountyny.gov

No contact with any other County personnel other than the authorized contact person is allowed until such times as an award (or awards) has (have) been made.

G. Proposal Evaluation Criteria

Proposal elements, as described above, will be reviewed and evaluated for completeness and responsiveness according to pre-determined standards and selection criteria. Proposals will be deemed responsive only if the vendor responds to and meets all of the requirements of this RFP. Vendors may be invited for interviews to discuss project requirements and proposal elements in more detail should the selection committee request such. Additionally, the selection committee may request proposal presentations, systems demonstrations and/or other types of correspondence. **The County reserves the right to award all or any part of this project, and to waive any technical irregularities or omissions, or to cancel this RFP and solicit new proposals if, in the County's sole judgment, the best interests of the County will be served.** The selection committee will evaluate each proposal for each of the two (2) tasks outlined in the scope separately and distinctly using the following for scoring each submission:

1. Evaluation Criteria for Task 1 – GIS Support Services:

The County shall select the highest-rated proposal, that is, the proposal provides the County with the best qualified proposer, providing a balance between technical expertise and cost.

After completing the Technical Evaluation outlined below, it is the intent of the County to select up to three (3) of the highest-rated proposals to go through the Cost Evaluation. Proposals that fail to make this short list will not be evaluated any further and will not be considered for this project.

a. Technical Evaluation (80% of total score):

i. Quality of the Proposal – Up to 15 points (15% of Technical Evaluation).

1. Is the proposal complete clear and concise?
2. Does the proposal contain all elements identified in the RFP?
3. Does the proposal demonstrate a clear understanding of the requirements of the RFP?

ii. Technical Approach/Approach to the Scope of Services – Up to 50 points (50% of Technical Evaluation).

1. Does the technical approach contain the required technical elements in the RFP?
2. Is the technical approach complete, consistent and feasible?

iii. Case Study(ies) – Up to 25 points (25% of Technical Evaluation).

1. Does the case study(ies) demonstrate experience in all phases of GIS application development, data development and technical support?
2. Does the case study(ies) demonstrate the experience of the proposer in providing the specific technology and services contemplated by this RFP?

iv. References – Up to 10 points (10% of technical Evaluation).

- v. The County will consider any other relevant factors as determined by the selection committee.

b. Cost Evaluation (20% of total score):

- i. The cost evaluation will be conducted upon the selection of the short list of up to three (3) proposals based on the Technical Evaluation cited above.
- ii. The selection committee will then assign up to 100 points to each cost proposal.

2. Evaluation Criteria for Task 2 – GIS Training:

The County shall select the highest-rated proposal, that is, the proposal provides the County with the best qualified proposer, providing a balance between technical expertise and cost.

Based on the Technical Evaluation criteria outlined below, it is the intent of the County to

select up to three (3) of the highest scoring proposals to go through the Cost Evaluation. Proposals that fail to make this short list will not be evaluated any further and will not be considered for this project.

a. Technical Evaluation (80% of total score):

- i. Quality of the Proposal – Up to 15 points (15% of Technical Evaluation).
 1. Is the proposal complete clear and concise?
 2. Does the proposal contain all elements identified in the RFP?
 3. Does the proposal demonstrate a clear understanding of the requirements of the RFP?
- ii. Technical Approach/Approach to the Scope of Services – Up to 50 points (50% of Technical Evaluation).
 1. Does the technical approach contain the required technical elements in the RFP?
 2. Is the technical approach complete, consistent and feasible?
- iii. References – Up to 35 points (35% of technical Evaluation).
- iv. The County will consider any other relevant factors as determined by the selection committee.

b. Cost Evaluation (20% of total score):

- i. The cost evaluation will be conducted upon the selection of the short list of up to three (3) proposals based on the Technical Evaluation cited above.
- ii. The selection committee will then assign up to 100 points to each cost proposal.

H. General Information

1. **Incurring Cost.** The County shall not be liable for any costs incurred in the preparation and production of a proposal in response to this RFP or for any work performed prior to the issuance of a contract.
2. **Rejection of Proposals.** This RFP does not commit the County to award a contract, or to procure, or to contract for services or supplies. Notwithstanding any other provisions of this RFP, the County reserves the right to award this contract to the vendor(s) that best meet the requirements of the RFP, and not necessarily to the lowest proposer. The County reserves the right to accept or reject any or all proposals received as a result of this request; to negotiate with all qualified sources; or to cancel in part or in its entirety this RFP if it is in the interests of the County to so do.

The County may require the Proposer selected to participate in negotiation and to submit any price, technical, or other revisions, or their proposals as may result from negotiations.

3. **Addenda to Request for Proposals.** Amendments to this RFP may be necessary prior to the closing date and will be furnished by mail to all prospective Proposers who have requested these materials.
4. **Contract Negotiations.** The County intends to enter into contract negotiations with the firm or firms selected by the RFP Evaluation Committee, who shall be required to enter into a written contract with the County in a form approved by legal counsel for the

County. The contract usually includes, without limitation, the standard clauses set forth in Appendix "E" and additional clauses included in Appendix F attached hereto. This RFP 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 proposer(s), if any. These negotiations could include all aspects of services and fees. Neither the selection of a vendor nor the negotiation of the contract with such vendor(s) shall constitute the County's acceptance of the proposal or a binding commitment on behalf of the County to enter into a contract with such vendor(s), as any binding arrangement must be set forth in the contract signed by both parties and is subject to all requisite approvals.

The County specifically reserves the right to award without negotiations based upon written proposals only.

5. **Additional Information.** The County may award a contract based upon offers received without discussion of such offers with the Proposers. Each offer, therefore, should be submitted in the most favorable terms that the Proposers can offer the County from a price and technical standpoint. However, the County reserves the right to request additional data or oral discussions or presentations in support of written proposals from any and all of the Proposers. In addition, the County reserves the right to make on-site visits to the Proposer's place of business to assess and/or evaluate Proposer's qualifications.
6. **Disclosure of proposal contents.** The County will withhold proposals submitted under this RFP from disclosure, unless otherwise required by law, including, but not limited to, the Freedom of Information Law ("FOIL"). Proposers should indicate any information they feel is exempted from disclosure under FOIL. In the event that the County determines that information is required by applicable law to be disclosed, the County will notify the Proposer in advance of such disclosure to enable the Proposer to take such action as it deems appropriate. Copies of executed contracts are not exempt from FOIL.
7. **Independent Price Determination:** By submission of its offer, the Proposers certify (and in the case of a joint offer, each party thereto certifies as to its own organization) that, in connection with procurement:
 - A. The prices in this offer have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matters relating to such prices with any other proposer or competitor; and
 - B. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the Proposers prior to award, directly or indirectly, to any other Proposer or competitor; and
 - C. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition; and
 - D. No elected or appointed official or employee of the County shall benefit financially or materially from this contract. The County may terminate this contract if gratuities

were offered or given by the Proposer or his or her agency to any such official or employee.

8. **Ownership of Information:** All materials submitted in response to this Request for Proposals will become the property of the County.
9. **Examination of Records:** In submitting a proposal, the successful Proposer agrees that the County shall have access to and the right to examine directly all pertinent documents, papers and records of the Proposer and/or any sub-proposer as related to any contract and/or subcontract resulting from this RFP until six years after final payment has been made pursuant to any contract awarded as a result of the County's acceptance of proposal.
10. **Subcontracting:** The Proposer will be responsible for the entire contract performance. (refer to Task 1 General Provisions page 6, for condition that subcontracting will be authorized.) The Proposer will not be permitted to subcontract any part of the contract or any of the rights and obligations thereunder without the prior written approval of the County.
11. **Negotiated Changes:** In the event that negotiated changes occur after the awarding of the contract, the same pricing policies called for in the original contract will remain in effect.
12. **Disclaimer:** The County and its respective officers, directors, agents, members and employees make no representation or warranty and assume no responsibility for the accuracy of the information set forth in this RFP. Further, the County does not warrant nor make any representations as to the quality, content, accuracy or completeness of the information, text, graphics, links or other facet of this RFP once it has been downloaded or printed from this or any server, and hereby disclaims any liability for technical errors or difficulties of any nature that may arise in connection with the Website on which this RFP is posted, or in connection with any other electronic medium utilized by respondents or potential respondents in connection with or otherwise related to the RFP.

I. General Conditions for Proposers

1. The Proposers will be required to pay its employees a "living wage" in compliance with Nassau County Local Law No. 1-2006 (the "Living Wage Law"), if applicable, and also to pay the prevailing wage rate as published by the New York State Department of Labor, if applicable, and comply with all applicable New York State Labor Law.
2. Proposer is bound by and shall comply with the terms of Exhibit U and Exhibit EE to the Standard Clauses for Nassau County Contracts, attached hereto as Appendix E, which are attached hereto and hereby made a part hereof, if the Proposers would be considered "county contractors", as defined in those exhibits, if awarded this contract.
3. The contract shall provide that in the event of any material misrepresentation by the Proposer contained in its proposal, County shall have the right to immediately terminate the agreement. It shall also provide that in the event the Proposer or any of its principals are convicted of a misdemeanor or felony during the term of the agreement, that the County shall also have the right to terminate the agreement.

4. Pursuant to Local Law 1-2006, known as the Living Wage Law, all proposals/bids must be accompanied by a Certificate of Compliance, attached as Appendix L. However, compliance with the law and submission of Appendix L is required only where the proposal/bid for services to or for the County which, when implemented, will require the use of employees who will be employed twenty (20) or more hours per week and will require expenditure on the part of the County of \$25,000 or more. Notwithstanding the foregoing and in accordance with the law, the proposer/bidder may request that the County waive application of the law.

J. Additional Demonstrative Materials

Parties are encouraged to provide as much additional material and detail as possible to completely describe and demonstrate the Proposal.

K. Award of Contract

1. The County shall select a vendor by means of a Notice of Award issued by the RFP Evaluation Committee. Neither the selection of a vendor nor the issuance of a Notice of Award shall constitute the County's acceptance of the proposal or a binding commitment on behalf of the County to enter into a contract with the vendor, as any binding arrangement must be set forth in definitive documentation signed by both parties and shall be subject to all requisite approvals.

2. Contract Term. It is the intent to award a contract for a two (2) year period starting September 1, 2014 with the option to renew for an additional Three (3) one (1) year periods, for a possible total term of Five (5) years, subject to the County's right of early termination as provided in the contract. The decision to renew the contract will be at the sole discretion of the County.

L. Protest Policy

As indicated in Section F, all questions or concerns regarding this RFP must be directed to the designated contact person. If a proposer believes that a concern has not been satisfactorily addressed, it may request a copy of the Vendor Protest Procedure from the designated contact person.

APPENDIX A COST PROPOSAL

A cover page indicating the following shall accompany cost proposals:

1. Proposing Vendors Name
2. Dunn and Bradstreet ID #
3. Name of the Project Manager

Cost proposals must be accompanied by a signed and notarized "NON-COLLUSIVE PROPOSAL CERTIFICATION", which can be found in this Appendix on the following page.

The following matrix may be used as a guide for preparing a cost proposal for Task 1 – GIS Support Services by substituting rows 1, 2, and 3 with proposed personnel. Additional columns and rows shall be added, as needed.

Proposed Cost Breakdown	Task 1
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[illegible]

See Appendix B for Definitions.

Cost proposals for Task 2 – GIS Training shall include the following:

1. Cost per class, including any associated costs, itemized. This shall include costs for classes of several different sizes.
2. Cost to modify each training curriculum available through the proposer to the Nassau County environment.
3. Cost of training materials.

The undersigned hereby certifies his or her compliance with the following:

"NON-COLLUSIVE PROPOSAL CERTIFICATION"

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

- A. The prices of this Proposal have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor; and
- B. Unless otherwise required by law, the prices which have been quoted in this Proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor; and
- C. No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restricting competition.
- D. The undersigned has carefully examined the Proposal and Contract Documents and agrees to perform this contract and to provide all services, labor, material and equipment necessary for this contract.

SUBMITTED BY: _____
(Signature)

PRINT NAME: _____ DATE: _____

APPENDIX B

PROGRAM DESCRIPTION AND STAFFING

I. Definition of Skills

Project Managers:

Project Manager (Entry Level) - Less than 2 years experience in overseeing small scaled, non-complex projects, comprised of a small number of deliverables and/or a small number of phases; typically coordinates and delegates the assignments for the consultant project staff numbering up to 5; focal point of contact for Issuing Entity regarding project status, meetings, reporting requirements, scope changes, and issues and concerns raised by consultant staff or Issuing Entity.

Project Manager I - Minimum of 2 years experience in overseeing small scaled, non-complex projects, comprised of a small number of deliverables and/or a small number of phases; typically coordinates and delegates the assignments for the consultant project staff numbering up to 10; focal point of contact for Issuing Entity regarding project status, meetings, reporting requirements, scope changes, and issues and concerns raised by consultant staff or Issuing Entity.

Project Manager II - Minimum 4 years experience in overseeing medium scaled projects comprised of sub-projects and distinct deliverables; typically coordinates and delegates the assignments for the consultant project staff numbering over 10; focal point of contact for Issuing Entity regarding project status, meetings, reporting requirements; scope changes, and financial, administrative, and technical issues and concerns raised by consultant staff or Issuing Entity.

Project Manager III - Minimum 8 years experience in overseeing medium to large scaled projects comprised of sub-projects and distinct deliverables; typically coordinates and delegates the assignments for the consultant project staff numbering over 20; focal point of contact for Issuing Entity regarding project status, meetings, reporting requirements, scope changes, and financial, administrative, and technical issues and concerns raised by consultant staff or Issuing Entity.

Programmer/Analysts

Programmer/Analyst (Entry Level) - Less than 2 years experience with writing application software, data analysis, data access, data structures, data manipulation, databases, design, programming, testing and implementation, technical and user documentation, software conversions; environments include but are not limited to mainframe, mid range, personal computers, laptops.

Programmer/Analyst I - Minimum of 2 years experience with writing application software, data analysis, data access, data structures, data manipulation, databases, design, programming, testing and implementation, technical and user documentation, software conversions;

environments include but are not limited to mainframe, mid range, personal computers, laptops.

Programmer/Analyst II - Minimum of 4 years experience with writing application software, data analysis, data access, data structures, data manipulation, databases, programming, testing and implementation, technical and user documentation, software conversions; environments include but are not limited to mainframe, mid range, personal computers, laptop; available to assist and/or lead in the design of program specifications and the implementation of software solutions.

Programmer/Analyst III - Minimum of 8 years experience with writing application software, data analysis, data access, data structures, data manipulation, databases, programming, testing and implementation, technical and user documentation, software conversions; environments include but are not limited to mainframe, mid range, personal computers, laptop; available to assist and/or lead in the design of program specifications and the implementation of software solutions.

Specialists

Specialist (Entry Level) - Less than 2 years experience in a particular technical and/or business application that is beyond the requirements addressed in the Programmer/Analyst (Entry level) Job Classification/Title as defined in a Project Definition/Specifications.

Specialist I - Minimum of 2 years experience in a particular technical and/or business application that is beyond the requirements addressed in the Programmer/Analyst I Job Classification/Title as defined in a Project Definition/Specifications.

Specialist II - Minimum of 4 years experience in a particular technical and/or business application that is beyond the requirements addressed in the Programmer/Analyst II Job Classification/Title as defined in a Project Definition/Specifications.

Specialist III - Minimum of 8 years experience in a particular technical and/or business application that is beyond the requirements addressed in the Programmer/Analyst III Job Classification/Title as defined in a Project Definition/Specifications. Examples of Specialists include but are not limited to:

- a) Certified Instructor (ESRI, SQL, Oracle)
- b) Certified Systems Administrator
- c) Data Administrator
- d) Microsoft Certified Systems Engineer (MCSE)
- e) Microsoft Solutions Developer (MSD)
- f) Systems Administrator
- g) Web Master

II. Description and Staffing Form

- (i) Firm Name: _____
- (ii) Address: _____ Telephone: _____
Facsimile: _____
- (iii) Contact Person: _____
- (iv) Relevant License #s: _____ Expiration: _____

- (v) E.I.N. _____
- (vi) Vender Registration with Nassau County: _____
- (vii) List of Services to be Performed: USE ADDITIONAL SHEET(S)
- (viii) Resumes: USE ADDITIONAL SHEET(S)
- (ix) Staffing: USE ADDITIONAL SHEET(S)
- (x) Detail Prior Experience: USE ADDITIONAL SHEET(S)

APPROVED AND SUBMITTED BY: _____

(Signature)

PRINT NAME: _____ DATE: _____

APPENDIX C

BUSINESS HISTORY FORM

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

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

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

Date: _____

1) Proposers Legal Name: _____

2) Address of Place of Business: _____

List all other business addresses used within last five years:

3) Mailing Address (if different): _____

Phone : _____

Does the business own or rent its facilities? _____

4) Dun and Bradstreet number: _____

5) The proposer is a (check one): _____ Sole Proprietorship _____ Partnership _____ Corporation _____
Other (Describe) _____

6) Does this business share office space, staff, or equipment expenses with any other business?
Yes ___ No ___ If Yes, please provide details: _____

7) Does this business control one or more other businesses? Yes ___ No ___ If Yes, please provide
details: _____

- 8) 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. _____
- 9) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No ___ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). _____
- 10) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No ___ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____
- 11) 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. _____
- 12) 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. _____
- 13) 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. _____

14) 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. _____

15) 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.

16) 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 a contractor 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 contractor 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 contractor 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.

APPENDIX C

Attachments To Business History Form

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

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

Should the proposer be other than an individual, the 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 Proposer's capacity and reliability to perform these services.

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

Company _____

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

Company _____

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

Company _____

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

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.

Sworn to before me this day of 2008

Name of submitting business: _____

Print name

Title

Date _____

APPENDIX D

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 OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name _____
Business address _____
City/state/zip _____
Telephone _____
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 ____/____/____ 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.

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 OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, _____, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the 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 2008.

Notary Public

Name of submitting business

Print name

Signature

Title

_____/_____/_____
Date

APPENDIX E

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"), 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).

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, discrimination, a living wage, 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 Exhibit 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.

(b) **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. Confidentiality.

(a) Confidential Information. The Contractor party hereby agrees (i) to hold and to cause each of such Contractor's agents, employees and representatives to hold the County's Confidential Information in strict confidence and to take reasonable precautions to protect such Confidential Information including, without limitation, all precautions the receiving party employs with respect to its own confidential materials, (ii) not to divulge any such Confidential Information or any information derived therefrom to any third person; (iii) not to make any use whatsoever at any time of such Confidential Information except as contemplated hereunder; and (iv) not to copy or reverse engineer any such Confidential Information. For purposes of this Section, "Confidential Information" shall mean, without limitation:

- (i) any information that is specifically marked as "Confidential";
- (ii) information which the County has requested in writing to be kept confidential;
- (iii) information which is disclosed verbally and identified as confidential at the time of disclosure;
- (iv) information which, by its nature, must be kept confidential in order to prevent adverse consequences to the Business or the County; and
- (v) nonpublic third-party information entrusted to the other in confidence

(b) Exceptions to Confidentiality Obligations. "Confidential Information" shall not include information that:

- (i) was already known to the receiving party prior to disclosure by the disclosing party;
- (ii) is in or has entered the public domain through no breach of this Agreement or other wrongful act of the receiving party,
- (iii) has been rightfully received by the receiving party from a third party and without breach of any obligation of confidentiality of such third party to the owner of the Confidential Information;
- (iv) has been approved for release by written authorization of the owner of the Confidential Information; and
- (v) has been independently developed by the receiving party; and

(c) The Contractor agrees that the Contractor shall return or destroy the County's Confidential Information upon request.

(d) Notwithstanding any provision in this Agreement to the contrary, the receiving party may disclose Confidential Information to the extent it is required to be disclosed pursuant to (i) "Compliance with Law: Record Access" Section or (ii) a valid order or requirement of a governmental agency or court of competent jurisdiction, provided that the owner of the Confidential Information shall be given reasonable notice of such an order or requirement and the opportunity to contest it.

(e) Limitation on the Flow of Information. The Contractor shall endeavor to give access to the Confidential Information only to such persons who are either bound by a professional duty of confidentiality or who require knowledge of the information as employees, representatives, agents, authorized persons, advisors, officers, or directors of the respective party for orderly conduct of business of the party concerned. The Contractor shall also require the recipients of the Confidential Information to undertake to keep such Confidential Information secret.

(f) Non-Disclosure Agreement (NDA). The Contractor and the Contractor's personnel and/or agents are providing Services pursuant to this Agreement shall enter into a County issued NDA prior to commencement of Services.

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

5. 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) The County shall have the right, in its absolute discretion, to require the removal of the Contractor's personnel at any level assigned to the performance of the Services or Work, if the County considers such removal necessary in the best interests of the project and requests such removal in writing. Such personnel shall be promptly removed from the project by the Contractor at no cost or expense to the County. Further, an employee who is removed from the project for any reason shall not be re-employed on the Project.

6. 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 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 indemnify and hold the County harmless against any and all Losses arising out of or in connection with any breach of warranty by the Contractor and any claim for any infringement of intellectual property rights as indicated in the "Patent/Copyright/Trademark/Trade Secrets Claims" Section above.

(c) 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.

(d) 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 including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

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

7. 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 five million dollars (\$5,000,000) per occurrence and five million dollars (\$5,000,000) 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 five million dollars (\$5,000,000) 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, including, without limitation, builder's all risk, if applicable, automobile liability insurance and umbrella liability 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 or authorized 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 County Attorney's Office. 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 County Attorney's Office of the same and deliver to the County Attorney's 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 any action, 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.

8. Right to Works/Intellectual Property Rights

(a) Except as noted in Subsection (c) below, upon execution of this Agreement, any reports, documents, data, designs, drawings, photographs and/or any other material or information provided by the County or compiled by the Contractor for the County pursuant to this Agreement shall remain exclusive property of the County.

(b) The completed project deliverables as well as all working material shall become the sole property of the County. The completed maps, electronic media, and any additional products shall be copyrighted in the County's name. The Contractor shall not sell or distribute any of these County project deliverables in whole or in part to any third parties. The Contractor, with the expressed written permission of the County, may be allowed to use limited examples of the completed work for marketing or other uses.

(c) Contractor Property or Works. Unless otherwise agreed upon between the parties, Contractor retains all right, title and interest, including all copyrights, patent rights and trade secret rights, in any pre-existing Contractor property or work, including all intellectual property interests therein, that is included in the training program, except solely the specific modifications made by the County, which modifications shall be owned by the County.

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

10. Services for Other Nassau County Municipal Entities. It is understood that the Services described in the Agreement may be purchased by any other County municipal entities ("Municipal Entities") and the Contractor agrees to provide the Services to the Municipal Entities on the same terms and conditions as if they were to be supplied to the County. In order to coordinate such activity, the Contractor agrees to only perform such Services after obtaining the written permission of the County. To the extent that the Municipal Entities purchase Services, then the Municipal Entities, and not the County, shall be liable to the Contractor.

11. Patent/Copyright/Trademark/Trade Secrets Claims.

(a) The Contractor will indemnify, defend and hold the County harmless for any claim for any infringement by the Contractor of any copyright, trade secrets, trademark or patent rights of design systems, drawings, graphs, charts, specifications or printed matter furnished or used by the Contractor in performance of this Agreement. The County shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at the Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of the Contractor. The Contractor shall indemnify and hold the County harmless regardless of whether or not the infringement arises in the course of delivering Services under this Agreement.

(b)(i) In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if the Contractor believes that it may be enjoined, the Contractor shall have the right, at its own expense, to take action in the following order of precedence: (A) to procure for the County the right to continue using such item(s) or part (s) thereof, as applicable; (B) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (C) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (D) if none of the foregoing is commercially reasonable, then provide monetary compensation to the County up to the dollar amount of the aggregate consideration paid to the Contractor under this Agreement. (ii) The preceding remedies are in addition to and not in lieu of the Contractor's obligation to indemnify

and defend the County. (iii) Time is of the essence with respect to every provision of this Agreement in which time of performance is a factor.

(c) The foregoing provisions shall not apply to any infringement occasioned by modification by the County or any third party pursuant to the County's direction that is (i) not expressly contemplated by the Contractor in writing; (ii) made without the Contractor's approval; (iii) based on the unauthorized use of the software by the County; or (iv) caused by the use of any deliverable with any adjunct device by the County, unless such use was contemplated or consented to by the Contractor.

(d) In the event that an action at law or equity is commenced against the County arising out of a claim that the County use of a deliverable under this Agreement infringes any patent, copyright or proprietary right and the Contractor is of the opinion that the allegations in such action in whole or in part are not covered by the indemnification and defense provisions set forth in this Agreement, the Contractor shall immediately notify the County in writing and shall specify to what extent the Contractor believes it is obligated to defend and indemnify under the terms and conditions of this Agreement. The Contractor shall in such event protect the interests of the County and secure a continuance to permit the County to appear and defend its interests in cooperation with the Contractor as is appropriate, including any jurisdictional defenses the County may have.

12. Assignment; Amendment; Waiver; Subcontracting.

This Agreement and the rights and obligations hereunder may not be in whole or part (a) assigned, transferred or disposed of, (b) amended, (c) waived, or (d) 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 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.

14. 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 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 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.

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.

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 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.

19. 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.

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. 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.

22. **Administrative Service Charge.** The Contractor agrees to pay the County an administrative service charge of _____ dollars (\$_____) 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
\$50,001 - \$ 100,000	\$266
\$100,001 or more	\$533

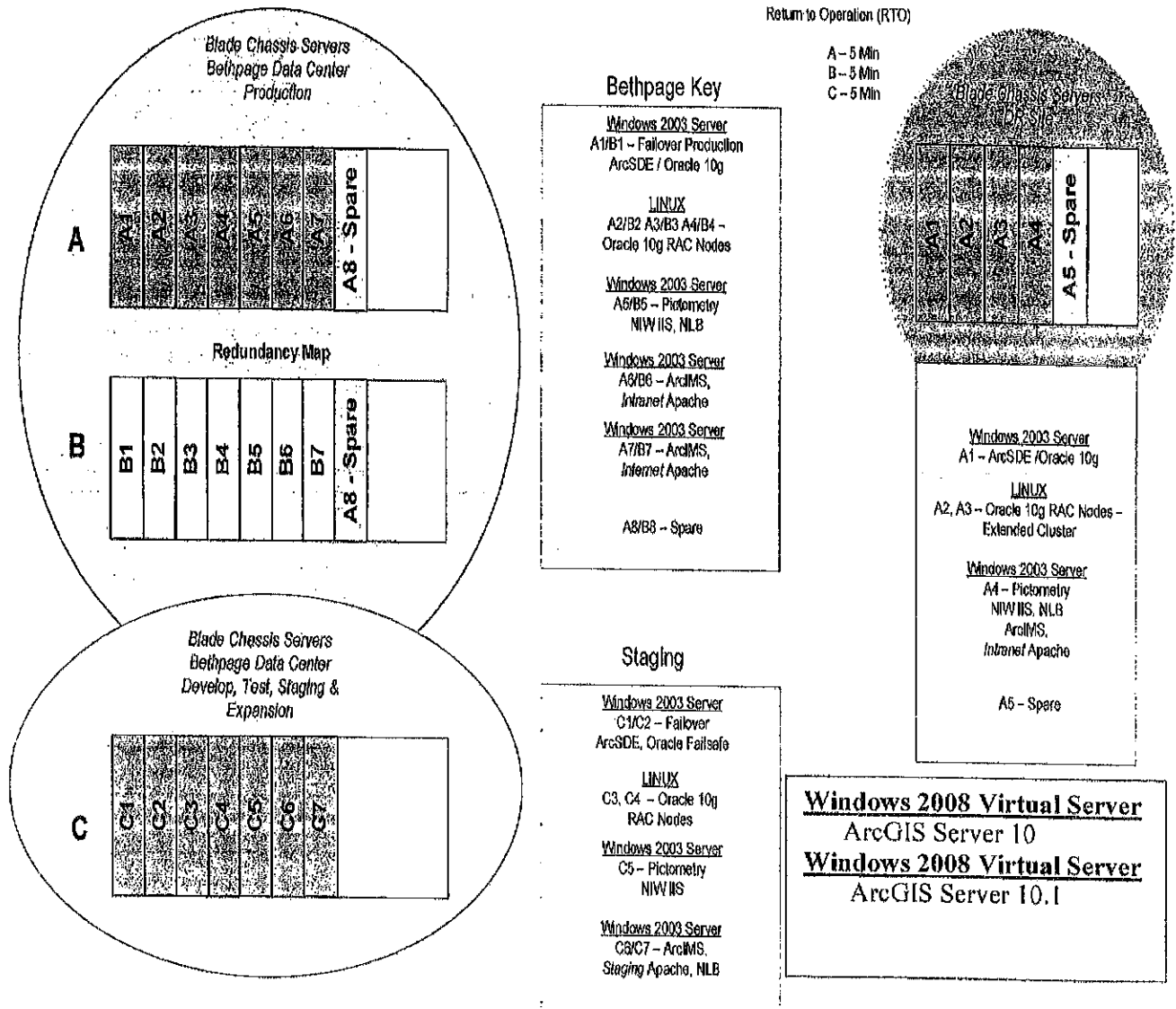
23. **Executory Clause.** Notwithstanding any other provision of this Agreement:

(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).

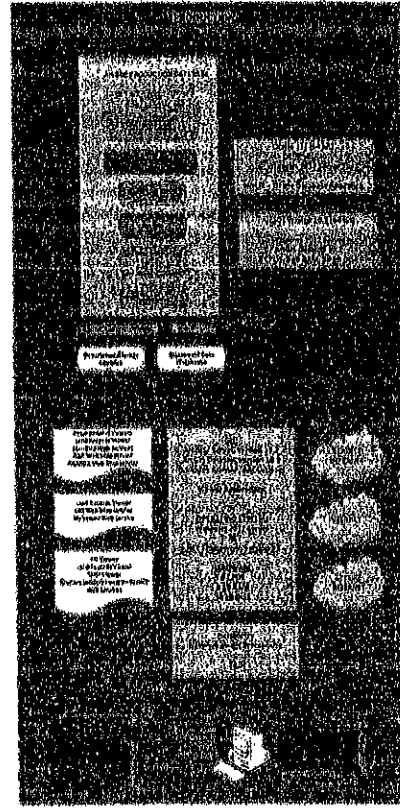
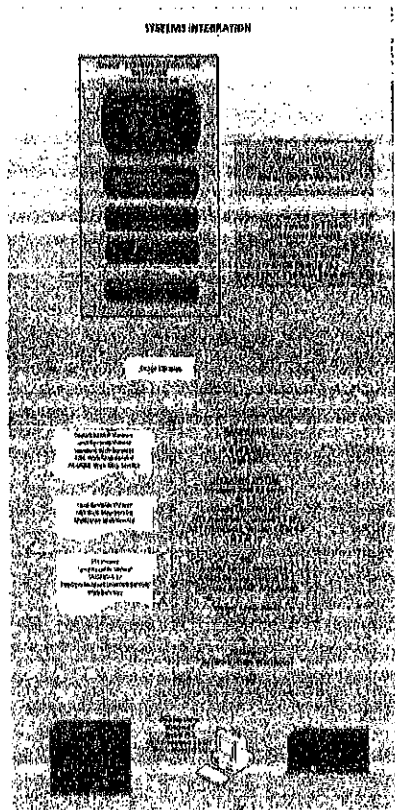
(b) **Availability of Funds.** The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the State and/or federal governments, then beyond funds available to the County from the State and/or federal governments.

EXHIBIT A

CURRENT ENVIRONMENT



Future Environment



Nassau County Geographic Information System
Preliminary Architecture Diagram for 2013/14 System Upgrade



EXHIBIT B

PARTICIPATION

- **Assessment**
- **Assessment Review Commission**
- **Board of Elections**
- **Budget County STAT**
- **CASA**
- **Consumer Affairs**
- **County Executive**

- **DPW/Planning**
- **District Attorney**
- **Drug and Alcohol**

- **Fire Communications**
- **Fire Marshal**
- **Health**
- **Information Technology**
- **Legislature –Majority**
- **Legislature – Minority**
- **Legislature – Budget Review**
- **Mental Health**
- **Minority Affairs**
- **Office of Emergency Management**
- **Office of Housing & Intergovernmental Affairs**
- **Parks & Recreation**
- **Police**
- **Probation**
- **Real Estate**
- **Senior Citizens**
- **Social Services**
- **Traffic Safety Board**
- **Youth Board**
- **Veterans Services**

Total 30

EXHIBIT C
FEATURE DATASETS

Basemap

Basemap

Address Points
Building
Buoy
Cemetery
Interior Islands
Landmarks
Parking
Place
Plan Line
Plan Point
Plan Poly
Recreational Features
Roadway
Shoreline
Tank
Town Boundary

Centerlines

County Road Centerlines
Street Centerlines

CoastalZones

CoastalWater
Coastline
InlandWater
Islands
Land
NYCBorderLand
Shoreline_2012
Spoil
SuffolkBorderLand
WaterLabels
WestchestConnBronxLand
Wetland
WetlandLabels

Control

Control Point
DGN Grid
GPS Mon
NAD27 Grid
Photo Grid

Elevation

Contour
Spot Elevation

Golf

Golf_Cart_Path
Golf_Course_Centroids
Golf_Course_Polygon

Golf_Features

Grid

- Atlas Grid
- Atlas Grid Annotation
- DPW Atlas Maps
- Atlas Sub Grid
- LIPA Grid
- Lat/Long Grid
- Map Grid
- Ortho Grid
- SIGrid

Parks

- Green Space
- Historic Houses and Museums
- Park
- Park Regions

Vegetation

- Tree
- Tree Cover
- Vegetation Lines
- Vegetation Point
- Vegetation Polygons

Human Services

Census

- Census Block 1990
- Census Block Centroids 2000
- Census Block Group 2000
- Census Block Group 2010
- Census Tract 1990
- Census Tract 2000

Electoral

- County Legis Currently, the 2000 district boundaries
- County Legis 1990
- State Assembly
- State Assembly, the 2000 district boundaries

- State Assembly 1990
- State Senate
- State Senate, the 2000 district boundaries
- State Senate 1990
- US Congress
- US Congress, the 2000 district boundaries
- US Congress 1990
- Voter Tab

Postal

- ZIP Code

Infrastructure

Drainage

- DPW Basin
- Drainage Areas

Drainage Catch Basin
Drainage Fence
Drainage Improvements
Drainage Manhole
Drainage Outfall
Drainage Pipes
Drainage Sidewalk
Drainage Sluice_PT
Drainage Stream Crossings
Drainage Wells
Natural Drainage
Recharge Basins
Storm Water Pump Station
Stream Corridors

Drainage_Hempstead Harbor
Pipes Hempstead Harbor
Storm Water Hempstead Harbor

Poles
Poles

Railroad

Railroad
Railroad Bldg
Railroad Canopy
Railroad Crossing
Railroad Platform
Railroad Station

Sewer

House Connect Line
House Connect Point
Nassau Sewer Pump Stations
Sewer Collection Districts
Sewer Contract
Sewer Disposal Districts
Sewer Manhole
Sewer Pipe
Sewer Pipe CWDB
Waterwater Treatment Plants

Traffic

County Traffic Signs
Non County Traffic Signs
Pavement
Signal Intersect
Traffic Duct
Traffic Pull Box
Traffic Signal

Transportation

Bridges
Bus Route
Bus Stops
Exits
Maint Garages

Maint Garage Points
Non Street CL
Reference Markers
Street CL

Water

Fire Hydrants
Groundwater Protection Areas
Groundwater Remediation Facility
Mon Well
Water District
Water Mains
Water Valves

Land Records

Land Records

Blocks
Lots
Parcel Centroid
Parcels
Sections
Subdivisions
Zoning

Special Tax Districts

Garbage District
Library Funding District
School District

Zoning

Town Zoning
Village Zoning

Public Safety

Emergency Management

Evac Zones
FEMA Flood
FEMA Flood 1996
FEMA Grid
FEMA Grid 1993
SLOSH

Fire

Alarm Boxes
Ambulance
Fire Battalion
Fire Department

Police

Highway Post
MSAG Place
Non County Police Sector
Police Precinct
Police Sector

EXHIBIT D

NASSAU COUNTY GIS BASEMAP LICENSE AGREEMENT

CONSULTANT DATA LICENSE AGREEMENT

This agreement form is for use between a consultant (the "Licensee") and the GIS project and is to be used whenever a Licensee requires access to, or use of, the County's GIS data in connection with a contract between the Licensee and a Contracting Organization.

This agreement is a three party document among Nassau County (acting on behalf of the Department of Information Technology), the Licensee, and the Contracting Organization. The name and address of these last two organizations must appear on page 1 of the agreement.

The first signature page of the agreement is to be signed by a duly authorized representative of the Licensee.

Page 9 is an acknowledgment page certifying the signature of the Licensee.

Page 10 of the agreement is a signature page for the Contracting Organization. This ensures that the Licensee is a valid contractor to the Contracting Organization and ensures that the Contracting Organization is aware of the actions of the Licensee. The signature of a duly authorized representative of the Contracting Organization needs to be notarized.

Please sign in BLUE ink and return to:

James P. Slevin
Department of Information Technology
240 Old Country Road
Room 600
Mineola NY 11501-4308

NASSAU COUNTY GIS BASEMAP LICENSE AGREEMENT

THIS AGREEMENT (hereinafter referred to as "Agreement"), dated as of <date>, among (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 Information Technology, having its principal office at 160 Old Country Road, Mineola, New York 11501 (the "Department"), (ii) <Licensee Organization>, <Licensee Address>, <Licensee City, State, ZIP> (the "Licensee") and (iii) <Contracting Organization>, <Address>, <City, State, ZIP> (the "Contracting Organization").

1. Term. This Agreement is effective from the date of execution and will remain in effect until completion of Licensee's contracted activity or until terminated by the County, the Contracting Organization, or the Licensee.

2. Contract Definitions.

(a) "Basemap" shall mean any and all components of the digital files that comprise the Nassau County Geographic Information System ("NCGIS"), regardless of format, media or content. This shall include any digital data distributed under this Agreement, regardless of its original source or format. The Basemap is the Official Basemap for the NCGIS.

(b) "Licensee" shall mean the organization identified on the face page of this License.

(c) "Multi-Participant Organization" shall mean a town, village, city, special district, or other political subdivision located within the County, or a federal or state agency, with a "Nassau County Basemap License Agreement" in effect.

(d) "Contracting Organization" shall mean (i) an agency or department of the County with a signed "Inter-Departmental Memorandum of Understanding" made in connection with or relating to the Basemap or (ii) a Multi-Participant Organization.

(e) "Derivative Products" shall mean all works created by the Licensee which are based upon or incorporate all or part of the Basemap, such as a revision, modification, translation, abridgment, condensation, expansion, collection, compilation, or any other form in which the Basemap may be recast, transformed, or adopted.

(f) "Technical Committee" shall mean the committee established for technical oversight of Nassau County GIS. The Nassau County GIS Coordinator chairs this committee.

3. License; Use of the Basemap. (a) The County grants the Licensee a non-exclusive license to use the Basemap in accordance with the terms and conditions of this Agreement.

(b) The Licensee agrees to use the Basemap, including, without limitation, the data contained therein, solely for the purpose of performing its contract with the Contracting Organization. All such activity must be in conformance with the "Nassau County Basemap License Agreement" or the "Inter-Departmental Memorandum of Understanding" between the County and the Contracting Organization. Under no circumstances is information from NCGIS to be used for any other function or purpose within or by the Licensee or anyone in the Licensee's organization. Upon completion of the contracted activity with the Contracting Organization, Licensee shall cease all use of the County's data and return all copies of said data.

(c) The provisions of this section shall survive termination of this Agreement.

4. Modifications of the Basemap. (a) All proposed changes or modifications to the Basemap shall be reported to the Technical Committee within a reasonable period of time. Reporting standards are defined in the "Guide to Multi-Participant Activities."

(b) The Licensee shall designate a single representative who will coordinate the submission of all such change requests.

5. Licensee Created Data. The County reserves the right to incorporate any Licensee created data into the County's database upon request, or upon completion or termination of the Licensee's contract with its Contracting Organization. Said data shall be furnished to the County in a digital format as prescribed in the latest version of the "NCGIS Geographic Data Standards" or in a mutually agreeable format.

6. Distribution of the Basemap. The Basemap is to be retained by the Licensee while performing services for its Contracting Organization. In no instance is the Basemap to be sold, leased, copied, loaned, or transferred, in whole or part, to any person or entity including a government or political subdivision. Any release of information made in connection with a request under the Freedom of Information Law or similar laws that is associated with the use of or contents of the Basemap must be authorized by the County in writing prior to the release of any information associated with said request.

7. Ownership. This Agreement does not constitute a transfer of title or interest in the Basemap. Any portion of the Basemap that is modified or merged into another computer file or program by the Licensee, or is integrated with other programs or data to form Derivative Products, shall continue to be subject to the provisions of this Agreement. The County retains sole ownership of the Basemap, including all portions and contents thereof, and the County shall be the sole owner of all Derivative Products.

8. Copyright. All publications using any of the Basemap files for release to the public or others outside the Licensee's organization must include the notices hereinafter set forth. Such publications include all paper or film plots made using the copyrighted files, and reports, or derivative works, except those that are working copies and which are not released outside of the Licensee's organization. The notice shall read as follows:

BASEMAP COPYRIGHT, 2008, COUNTY OF NASSAU, N.Y.

Upon notification of any changes in copyright requirements, the Licensee will make said changes to all subsequent maps or reports, as required.

9. License Usage Requirements. The Licensee represents that it has a valid contract with a Contracting Organization and such contract requires the use by the Licensee of the Basemap. The Licensee further represents that, to the best of the Licensee's knowledge after due inquiry, the Contracting Organization, with which the Licensee has the contract, is either currently authorized or is actively engaged in efforts to become authorized to use the Basemap. The effectiveness of this agreement is conditioned upon the execution by the Contracting Organization of its signature page to this Agreement, which signature page includes a certification.

10. Independent Contractor. The Licensee is an independent contractor of the County. The Licensee shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Licensee (a "Licensee 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).

11. No Arrears or Default. The Licensee 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.

12. Compliance With Law.

(a) Generally. The Licensee 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. 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) 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 Licensee acknowledges that Licensee 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 Licensee of such request prior to disclosure of the Information so that the Licensee may take such action as it deems appropriate.

(c) Protection of Client Information. The Licensee further acknowledges that in the course of this Agreement the Licensee may have access to and/or be in possession of proprietary or confidential information of the County. "Confidential Information" shall mean information regarded by the disclosing party as confidential; provided that, information deemed confidential by the disclosing party shall be clearly marked "Confidential", "Restricted" or with another similar legend. The Licensee agrees to use the Confidential Information solely for the purposes of this Agreement, and will not disclose such Confidential Information to any third party without the County's consent. The Licensee shall maintain the Confidential Information of the County in confidence using at least the same degree of care as it employs in maintaining in confidence its own proprietary and confidential information, but in no event less than a reasonable degree of care. Access to Confidential Information shall be restricted to those of the party's personnel with a need to know and engaged in a permitted use.

The foregoing shall not prohibit or limit the Licensee's use of information (including but not limited to ideas, concepts, know-how, techniques and methodologies) (i) previously known to it, (ii) independently developed by it, (iii) acquired by it from a third party without continuing restriction on use, or (iv) which is, or becomes, publicly available through no breach by it of this Agreement. The Licensee shall not use the Confidential Information of the County for its own benefit or for the benefit of any third party, except as expressly permitted in this Agreement. The Licensee may disclose Confidential

Information to the extent required by an order of a court of competent jurisdiction, administrative agency or governmental body, or by any law, rule or regulation, or by court ordered subpoena, summons or other administrative or legal process, or by applicable regulatory or professional standards, or in connection with any judicial or other proceeding involving the Licensee and County relating to Licensee's Services for the County or this Agreement.

The provisions of this subsection shall survive the termination of this Agreement.

13. Minimum Service Standards. Regardless of whether required by Law: (a) The Licensee shall, and shall cause Licensee 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 Licensee shall conform to the latest version of the NCGIS Geographic Data Standards. The Licensee shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Licensee operates. The Licensee shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Licensee 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 Licensee 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 Licensee's responsibilities under this Agreement.

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

14. Indemnification; Defense; Cooperation. (a) The Licensee 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 Licensee or a Licensee 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.

(b) The Licensee shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Licensee'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 Licensee is responsible under this Section, and, further to the Licensee's indemnification obligations, the Licensee shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Licensee shall, and shall cause Licensee 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 Licensee and/or a Licensee Agent in connection with this Agreement.

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

15. Disclaimer. (a) The County makes no claim as to the accuracy of the Basemap and its associated data tables and assumes no responsibility for their positional or content accuracy. The County makes no claim as to the ability of the Basemap to fulfill the application requirements of the Contracting Organization or Licensee.

(b) In providing data or access to data, the County assumes no obligation to assist the Licensee in the use of the data or in the development, use, or maintenance of any applications applied to the data.

(c) The County assumes no responsibility for the accuracy of any subsequent copies of the licensed data, made and distributed within the Licensee's organization.

16. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

17. Termination. This Agreement may be terminated (i) for any reason by any party to this Agreement upon thirty (30) days' written notice and/or (ii) for "Cause" by the County. Termination is effective thirty (30) days from the receipt of such notice, except where such termination is for Cause. Where termination is for Cause, termination is effective immediately upon receipt of such notice. Upon such termination, the Licensee must cease use of all licensed data and return the same to the County.

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 to which this Agreement or related agreements relate.

18. Accounting Procedures; Records. The Licensee 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 Licensee 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.

19. 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.

20. 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 of Information Technology, at the address specified above for the Department, (ii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, (iii) if to the Licensee, to the attention of the person who executed this Agreement on behalf of the Licensee at the address specified above for the Licensee, and (iv) if to the Contracting Organization, to the attention of the person who executed this Agreement on behalf of the Contracting Organization at the address specified above for the Contracting Organization, or in each case to such other persons or addresses as shall be designated by written notice.

21. 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.

22. 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.

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, the Licensee and the County have executed this Agreement as of the
date first above written.

<FULL LEGAL NAME OF LICENSEE>

By: _____

Name: _____

Title: _____

Date: _____

NASSAU COUNTY

By: _____

Name: _____

Title: Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

ACKNOWLEDGEMENT

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the ____ day of _____ in the year 200__, before me personally came _____ [name] 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 _____ [title] of _____ [name of organization], the _____ [type of organization] described herein and which executed the above instrument; and that he or she signed his or her name thereto, by authority of, if a corporation, the board of directors of such corporation, or if an entity (including a government or political subdivision) other than a corporation, the governing body or document of such entity.

NOTARY PUBLIC

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the ____ day of _____ in the year 200__, 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

Contracting Organization Signature Page

The Contracting Organization hereby represents and certifies that:

(a) The Contracting Organization either has, or is actively engaged in efforts to obtain, a contract or memorandum of understanding under which it is authorized to use the Basemap.

(b) The Licensee identified on page one of this Agreement is under contract with the Contracting Organization and such contract requires the use by the Licensee of the Basemap.

(c) The Contracting Organization is aware that the Licensee is entering into this Agreement and is bound by the terms and conditions contained in this Agreement.

IN WITNESS WHEREOF, the Contracting Organization has executed this Agreement as of the date first above written.

<Name Of Contracting Organization>

By: _____

Name: _____

Title: _____

Date: _____

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the ____ day of _____ in the year 200__ before me personally came _____ [name] 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 _____ [title] of _____ [name of Contracting Organization], the _____ [type of organization] described herein and which executed the above instrument; and that he or she signed his or her name thereto, by authority of, if a corporation, the board of directors of such corporation, or if an entity (including a government or political subdivision) other than a corporation, the governing body or document of such entity.

NOTARY PUBLIC

EXHIBIT EE

Contract 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.

Dated

Signature of Chief Executive Officer

Name of Chief Executive Officer

Sworn to before me this

_____ day of _____, 2008.

Notary Public

Edward P. Mangano
COUNTY EXECUTIVE



Ed Bisenstein
COMMISSIONER

Department of Information Technology
240 Old Country Rd.
Mineola, New York 11501
(516) 571-4265
Fax: (516) 571-3918

RFP # IT0321-1407

TITLE Geographic Information System Support and Training

AMENDMENT # 1 Date: 4/16/14

The purpose of this amendment is to list the questions and answers from the Pre Bidders meeting of 4/14/14.

Questions from GIS RFP Pre-Bidders Meeting 4/14/14

Training – Mostly ESRI ArcGIS Software but may want some ESRI Server Training.

Dept Editing data – Nassau County's goal is to have the responsible Dept edit the data. Because of the limited number of employees Nassau County uses Consultants to edit data.

Cost Proposal – Will be for the 2 year contract. Any additional years costs would be negotiated.

Multiple Vendors – Nassau County will evaluate each proposal. If it finds more than 1 vendor meets its needs it can choose multiple vendors. A given a task would be assigned to a vendor. An estimated cost would be given for the task. Nassau County Management would approve the task and the vendor would then proceed.

All other terms and conditions remain unchanged.



GeoDECISIONS
Two Penn Plaza
Suite 552
380 Seventh Avenue
New York, NY 10121-0101

Office: (212) 967-0407
Toll Free: (866) 426-6388
Fax: (212) 268-6684
www.geodecisions.com

May 2, 2014

Mr. Ed Eisenstein, Commissioner of Information Technology
Department of Information Technology
240 Old Country Road
Room 609
Mineola, NY 11501

Re: RFP# IT0321-1407
Geographic Information System
Support and Training

Dear Mr. Eisenstein:

GeoDecisions is pleased to submit this cost proposal for Geographic Information System (GIS) Support and Training – Task 2. This cost estimate shall remain in effect for a period of two years and begin within 180 days of our submittal date of May 5, 2014.

Proposing Vendors Name	Gannett Fleming Engineers, PC d/b/a
Dunn and Bradstreet ID #:	
Project Manager	Dave Gilbert

If you have questions regarding any information provided, please contact me at (757) 483-3838, or via email at bwesdock@geodecisions.com, or our Project Principal, Mike Wiley at (917) 848-6504, or via email at mwiley@geodecisions.com.

Sincerely,

GeoDECISIONS
A division of Gannett Fleming, Inc.

Brendan J. Wesdock, M.C.P., GISP
President

BJW/maw



Geographic Information System Support and Training
RFP# IT0321-1407
Task 2 Cost Proposal

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Cost Proposal	1
Non-Collusive Proposal Certification	2



Geographic Information System Support and Training
RFP# IT0321-1407
Task 1 Cost Proposal

Cost Proposal

Below is our hourly rate schedule that will be in effect for a period of two years.

Title	* Billing Rate	** Discounted Rate	Overtime Rate
Project Manager - Entry	\$125.00	\$90.00	\$90.00
Project Manager I	\$171.00	\$136.00	\$136.00
Project Manager II	\$207.00	\$172.00	\$172.00
Project Manager III	\$250.00	\$215.00	\$215.00
Programmer Analyst - Entry	\$133.00	\$98.00	\$98.00
Programmer Analyst I	\$150.00	\$115.00	\$115.00
Programmer Analyst II	\$170.00	\$135.00	\$135.00
Programmer Analyst III	\$185.00	\$150.00	\$150.00
GIS Specialist - Entry	\$130.00	\$95.00	\$95.00
GIS Specialist I	\$150.00	\$115.00	\$115.00
GIS Specialist II	\$170.00	\$135.00	\$135.00
GIS Specialist III	\$185.00	\$150.00	\$150.00

* Billing rates are only to be used when travelling to account for travel costs

** Discounted rates will be used for when no travel is involved

Cost proposals for Task 2 – GIS Training shall include the following:

1. Cost per class, including any associated costs, itemized. This shall include costs for classes of several different sizes.
2. Cost to modify each training curriculum available through the proposer to the Nassau County environment.
3. Cost of training materials.

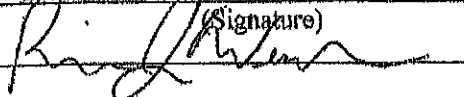
The undersigned hereby certifies his or her compliance with the following:

"NON-COLLUSIVE PROPOSAL CERTIFICATION"

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

- A. The prices of this Proposal have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor; and
- B. Unless otherwise required by law, the prices which have been quoted in this Proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor; and
- C. No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restricting competition.
- D. The undersigned has carefully examined the Proposal and Contract Documents and agrees to perform this contract and to provide all services, labor, material and equipment necessary for this contract.

UBMITTED BY: Brendan J. Weslock

RINT NAME:  (Signature)

DATE: 05/02/14

II. Description and Staffing Form

- (i) Firm Name: Gannett Fleming Engineers, P.C. d/b/a GeoDecisions
- (ii) Address: Two Penn Plaza, Suite 552 Telephone: (212) 967-0407
380 Seventh Avenue, NY, NY 10121 Facsimile: (212) 268-6684
- (iii) Contact Person: Michael Wiley
- (iv) Relevant License #s: _____ Expiration: _____

- (v) E.I.N. 25-1613591
- (vi) Vender Registration with Nassau County: _____
- (vii) List of Services to be Performed: USE ADDITIONAL SHEET(S)
- (viii) Resumes: USE ADDITIONAL SHEET(S)
- (ix) Staffing: USE ADDITIONAL SHEET(S)
- (x) Detail Prior Experience: USE ADDITIONAL SHEET(S)

PROVED AND SUBMITTED BY: _____

PRINT NAME: Brendan J. Werdock

(Signature)

DATE: 5/2/14



GEODECISIONS
Two Penn Plaza
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380 Seventh Avenue
New York, NY 10121-0101

Office: (212) 967-0407
Toll Free: (866) 426-6388
Fax: (212) 268-6684
www.geodecisions.com

May 2, 2014

Mr. Ed Eisenstein, Commissioner of Information Technology
Department of Information Technology
240 Old Country Road
Room 609
Mineola, NY 11501

Re: RFP# IT0321-1407
Geographic Information System
Support and Training

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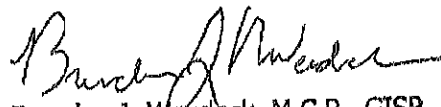
Proposing Vendors Name	Gannett Fleming Engineers, PC d/b/a
Dunn and Bradstreet ID #:	83-241-9894
Project Manager	Dave Gilbert

If you have questions regarding any information provided, please contact me at (757) 483-3838, or via email at bwesdock@geodecisions.com, or our Project Principal, Mike Wiley at (917) 848-6504, or via email at mwiley@geodecisions.com.

Sincerely,

GEODECISIONS

A division of Gannett Fleming, Inc.


Brendan J. Wesdock, M.C.P., GISP
President

BJW/maw

— Generating Intelligent Solutions —



**Geographic Information System Support and Training
RFP# IT0321-1407
Task 2 Cost Proposal**

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Geographic Information System Support and Training
RFP# IT0321-1407
Task 2 Cost Proposal

Cost Proposal

Our approach to training does not include having pre-defined courses. As such, we do not have a course price list. We are proposing to use the hourly rate table in establishing costs for training services. These hourly rates will be in effect for a period of two years. Costs for individual services can either be hourly (Time and Materials) or fixed-fee according to the Nassau County's needs.

Title	* Billing Rate	** Discounted Rate	Overtime Rate
Project Manager - Entry	\$125.00	\$90.00	\$90.00
Project Manager I	\$171.00	\$136.00	\$136.00
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Geographic Information System Support and Training
RFP# IT0321-1407
Task 2 Cost Proposal

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2. Cost to modify each training curriculum available through the proposer to the Nassau County environment.
3. Cost of training materials.

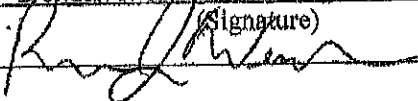
The undersigned hereby certifies his or her compliance with the following:

"NON-COLLUSIVE PROPOSAL CERTIFICATION"

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

- A. The prices of this Proposal have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor; and
- B. Unless otherwise required by law, the prices which have been quoted in this Proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor; and
- C. No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restricting competition.
- D. The undersigned has carefully examined the Proposal and Contract Documents and agrees to perform this contract and to provide all services, labor, material and equipment necessary for this contract.

SUBMITTED BY: Brendan J. Westlock

PRINT NAME: 

DATE: 05/02/14

II. Description and Staffing Form

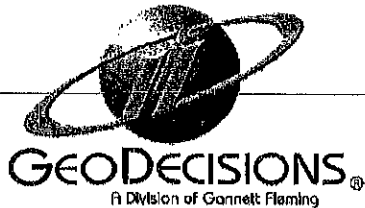
- (i) Firm Name: Gannett Fleming Engineers, P.C. d/b/a GeoDecisions
- (ii) Address: Two Penn Plaza, Suite 552 Telephone: (212) 967-0407
380 Seventh Avenue; NY, NY 10121 Facsimile: (212) 268-6684
- (iii) Contact Person: Michael Wiley
- (iv) Relevant License #s: _____ Expiration: _____

- (v) E.I.N. 25-1613591
- (vi) Vender Registration with Nassau County: _____
- (vii) List of Services to be Performed: USE ADDITIONAL SHEET(S)
- (viii) Resumes: USE ADDITIONAL SHEET(S)
- (ix) Staffing: USE ADDITIONAL SHEET(S)
- (x) Detail Prior Experience: USE ADDITIONAL SHEET(S)

APPROVED AND SUBMITTED BY: _____

PRINT NAME: Brendan J. Weisdeck

DATE: 5/2/14



GeoDECISIONS
Two Penn Plaza
Suite 552
380 Seventh Avenue
New York, NY 10121-0101

Office: (212) 967-0407
Toll Free: (866) 426-6388
Fax: (212) 268-6684
www.geodecisions.com

May 2, 2014

Mr. Ed Eisenstein, Commissioner of Information Technology
Department of Information Technology
240 Old Country Road
Room 609
Mineola, NY 11501

Re: RFP# IT0321-1407
Geographic Information System
Support and Training

Dear Mr. Eisenstein:

GeoDecisions is pleased to submit our proposal for Geographic Information System (GIS) Support and Training. We see this as an excellent opportunity to assist Nassau County and become a trusted advisor for supporting its ongoing business functions. From working on similar projects, the GeoDecisions team has developed cutting-edge solutions for the intricacies of this type of project. The GeoDecisions team offers the County several distinct benefits:

Team Experience

GeoDecisions has assembled a team that has the experience, knowledge, and resources to handle the aspects of this contract, including architectural design, security, and application development. GeoDecisions is recognized by Esri as one of just 10 Specialty Partners in the Implementation and Application Development for ArcGIS for Local Government program and one of just a few ArcGIS Online Specialty Partners with Esri. What this means to the County is that we have embraced the principles of the system such as empowering the municipalities to easily stand up web, mobile, and desktop application while maintaining currency with the software and technology that supports it. As a Specialty Partner we have demonstrated our ability to customize applications to meet the needs of counties, as well as take advantage of production tools while maintaining the specific database requirements of county government.

Approach

We have carefully addressed each of the steps outlined in the County's Request for Proposal (RFP) and have developed a concise proposal that precisely meets these needs. Our approach includes requirements documentation, wireframing for County review, deployment options, and training options. Our goal is to empower the County with the geospatial tools it needs to more accurately and efficiently perform work and to become proactive with planning needs.

Our subconsultant is Gayron de Bruin Land Surveying and Engineering, PC; a certified NYS Land Surveyor. We have used this company's services in the past for specific areas of expertise, including ground control, GPS, and monumentation to name a few.

– Generating Intelligent Solutions –

Mr. Ed Eisenstein
May 2, 2014
Page 2

Experience: During the past 28 years, we have successfully completed more than 550 IT and GIS-related projects. GeoDecisions specializes in Internet web mapping applications for large County and City government and has successfully implemented more than 100 web-based mapping sites, many designed and deployed for public use. Examples of this type of intuitive, user-friendly application are the sites built for NYC MOER Speed, Hanover County, VA; and Stafford County, VA. Some of these sites can be accessed and viewed at the following URLs:

- <http://nyc.gov/speed>
- <http://www.hanovercountygis.org>
- <http://www.staffordcountygis.org>

Stafford and Westmoreland Counties represent two counties where GeoDecisions has provided GIS services for more than 10 years and we've been a preferred GIS solutions provider for New York City since 2007. This is the goal we have set with respect to the County: to become your long-term trusted partner for GIS solutions. GeoDecisions is ISO 9001:2008-certified for our operations. Our approach to this project will be based on the County's needs and our enterprise methodology, and will produce efficient and quality-driven results.

Project Understanding: GeoDecisions, through our experience and knowledge, understands what it means to be a trusted geospatial partner in support of County GIS operations. GIS applications must be customized to meet the individual department needs yet be flexible for change and easy to update and maintain. Desktop editing tools need to be streamlined and as your consult, we need to be prepared to address your specific needs in a timely manner. In short, the purpose of this project is to bring our experienced resources to bear for Nassau County on an as needed basis.

GeoDecisions understands the quality of work that the County expects, and we are prepared to meet or exceed those expectations. We understand the importance of the internal and external web applications to the operation of the County business. We are pleased to submit this proposal and we look forward to the opportunity to work with the County. Our proposal including associated cost estimate shall remain in effect for a minimum of 180 days beyond our submittal date of May 5, 2014.

If you have questions regarding any information provided, please contact me at (757) 483-3838, or via email at bwesdock@geodecisions.com, or our Project Principal, Mike Wiley at (917) 848-6504 or via email at mwiley@geodecisions.com.

Sincerely,
GEODECISIONS

A division of Gannett Fleming, Inc.



Brendan J. Wesdock, M.C.P., GISP
President

BJW/dbg/aek



Geographic Information System Support and Training
RFP# IT0321-1407
Task 2 Proposal

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Geographic Information System Support and Training
RFP# IT0321-1407
Task 2 Proposal

Project Description and Staffing

GeoDecisions sees the two services that County is seeking as being tightly interrelated. Task 1 is focused on the delivery of geographic information system (GIS) services and solutions and Task 2 is focused on training. Our approach is one where there is not a hard division between these two service offerings in our normal project delivery.

Statement of Registration

Gannett Fleming Engineers, PC d/b/a GeoDecisions is registered with Nassau County as a vendor.

List of Services

GeoDecisions understands that Nassau County is seeking training services to better understand and leverage its investment in Esri software. While GeoDecisions does offer training and can maintain solutions for our clients, our preferred approach is where we conduct knowledge transfer and offer training services for specific solutions that we've implemented for our clients rather than offer standard GIS software (Esri and others) training courses outside of the context of any application or solution. If County staff can gain a better understanding of the GIS solutions that are implemented, they can reduce the reliance on their vendors that may have implemented the original solutions. The question is how best to achieve this goal?

Our preferred approach is one where knowledge transfer and training occur throughout the entire project lifecycle. For any particular engagement with the County, our knowledge transfer begins with during the requirement phase. During this phase any solution will be designed collaboratively with the County technical staff and end-users. End-users will have the ability to see how the solution will function through the use of detailed mockups. During the technical design phase, the system will be designed jointly with County staff and the overall system components will be well understood by the entire project team. Knowledge transfer continues and become more in depth throughout the implementation and testing phases of each project. During implementation, County technical staff will be encouraged to participate in code reviews with GeoDecisions' developers and Technical Architect. These code reviews will give the County's technical staff members early knowledge of how each application/solution is developed. Also during development, the County's end-users for any particular application/solution will be needed to conduct User Acceptance Testing (UAT). During this process, the County's end-users will readily become experts in the use of the delivered application/solutions. While



Geographic Information System Support and Training

RFP# IT0321-1407

Task 2 Proposal

the preceding proposed approach is not a formal training course, we've found that it's a more effective way for our clients to better understand and leverage their investment in their technology solutions. Once a solution has been formally tested and accepted, we do offer formal training services. These training services take the form of the following:

- 1) Direct End-user Training – The purpose of this is to train potential users of a delivered application/solution in one of more training sessions depending on the number of end-users and the limits of the training facility. Training documentation would be created and delivered to the County PM and/or UAT lead for review, comment, and edit and GeoDecisions would modify the training documentation based on the County's feedback. At the preference of the County, training would be conducted on-site or virtually via WebEx. In both cases, the option to record the training class would be available to the County.
- 2) Train the Trainer – This training is similar to above but, in cases where the County would like to propose one or more of its staff members as the long-term expert for any particular application/solution, we would propose a class for those few individuals and they, in turn, would train other County end-users in subsequent training sessions. The option to record the training class would be available to the County.
- 3) System Administration – This would be a formal training course focused on the administration and, potentially, the software/data maintenance of the delivered application/solution. This training would be focused for a few technical personnel at the County that had participated in the technical design phase and the code reviews throughout the project implementation. This formal training would build on the knowledge transfer built into our normal project approach. The option to record the training class would be available to the County.

Certified Esri trainers teach Esri curriculum that is focused on the use of individual Esri software products outside of any specific application/solution. Given that our training approach is focused on specific solutions that we have implemented for our clients rather than offer standard GIS software (Esri and others) training, we do not employ certified Esri trainers.

Our solutions are designed and developed in collaboration with our clients and our technical expertise, and therefore our training capabilities, run deep within Esri's product offering. We have expertise in customizing desktop solutions using C#, Python, ArcObjects, Add-Ins, and ArcGIS Runtime. We do a lot more with server side technology and we've implemented both .NET and Java ArcGIS Server applications using the JS API, Silverlight API and Flex API. Database



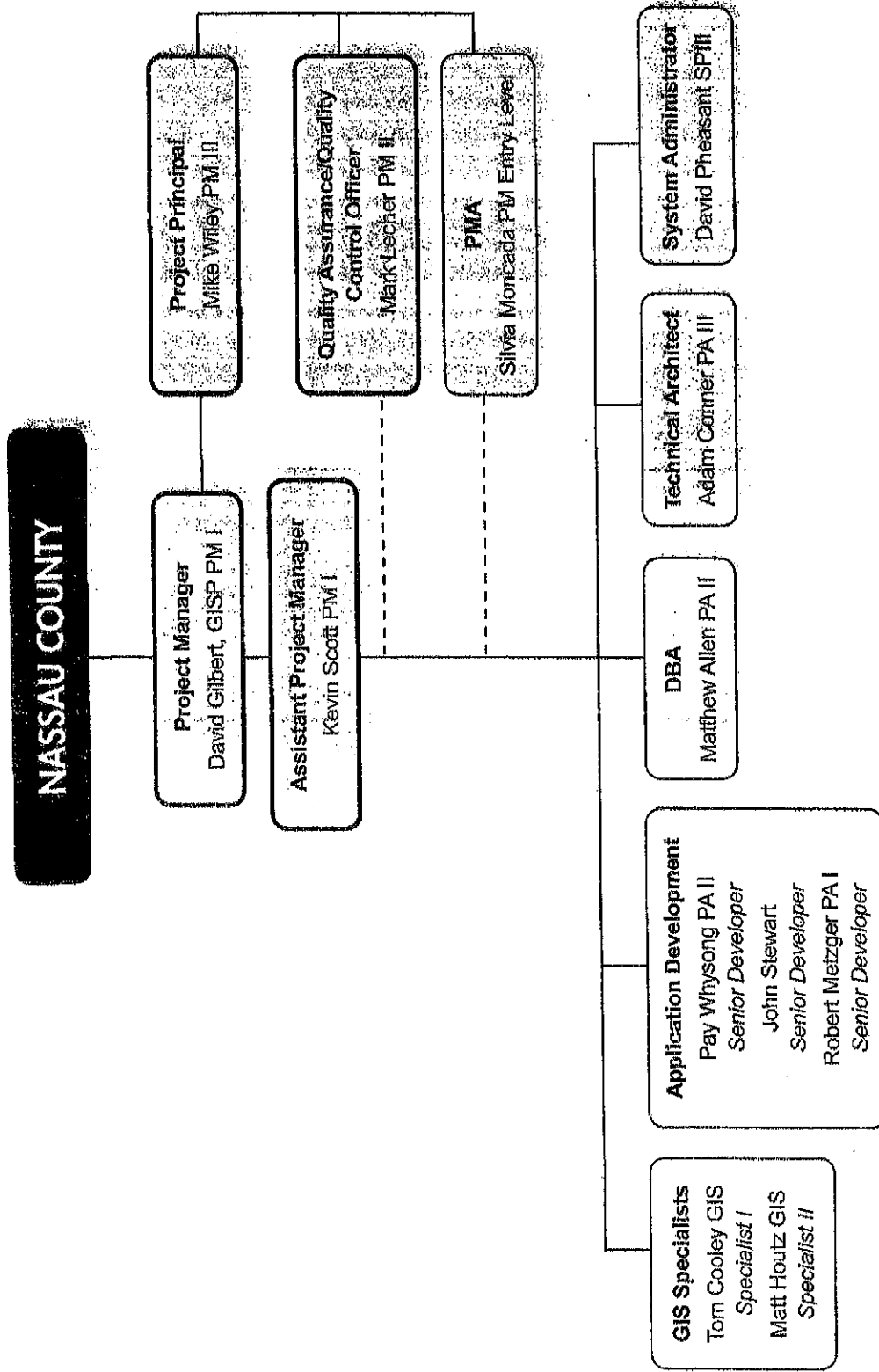
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Implementations are almost always customer driven and we have experience with ArcSDE with both Oracle and Microsoft SQL Server. We also have experience using Oracle Spatial with Esri products.

Resumes

Resumes are provided in the Appendix section.

ORGANIZATION CHART



Gannett Fleming Engineers, PC



Geographic Information System Support and Training
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Task 2 Proposal

Prior Experience

The following projects represent clients we have served of similar size and scope. The overview of the projects is provided, as well as specific reference to the training for each.

NYC MAYOR'S OFFICE OF ENVIRONMENTAL REMEDIATION SEARCHABLE PROPERTY ENVIRONMENTAL E-DATABASE (SPEED)

Summary and Background: GeoDecisions was contracted by the New York City Mayor's Office of Environmental Remediation's (MOER) to develop a Searchable Property Environmental E-Database (*SPEED*) Portal. *SPEED* enables users to examine environmental and other data on properties in New York City. Users can find information about certain sites in City, State, and Federal environmental remediation programs. They can also search for individual vacant tax parcels and view historical information, such as past land uses and historical and topographical maps. Further, the site has the general features of NYCityMap - map tools, aerial photos, political and geographic districts, and building footprint maps.

Users can browse by navigating with the map interface or by searching for desired properties or locations, create reports, or print maps showing spatial information. Registered users can save properties of interest, make notes, and be notified of updates.

For the *SPEED* Portal, OER developed one dataset, the Vacant Property Database (VPD), which focuses on privately-owned lots that are zoned for commercial and manufacturing uses and that are unimproved, i.e. they had no structure or use on them according to 2009 PLUTO (Primary Land Use Tax Lot Output) data that are compiled for governmental use by the NYC Department of City Planning. Lots that are known to have been developed since the collection of the 2009 PLUTO data were not included in the database.



Geographic Information System Support and Training
RFP# IT0321-1407
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Geographic Information System Support and Training RFP# IT0321-1407 Task 2 Proposal

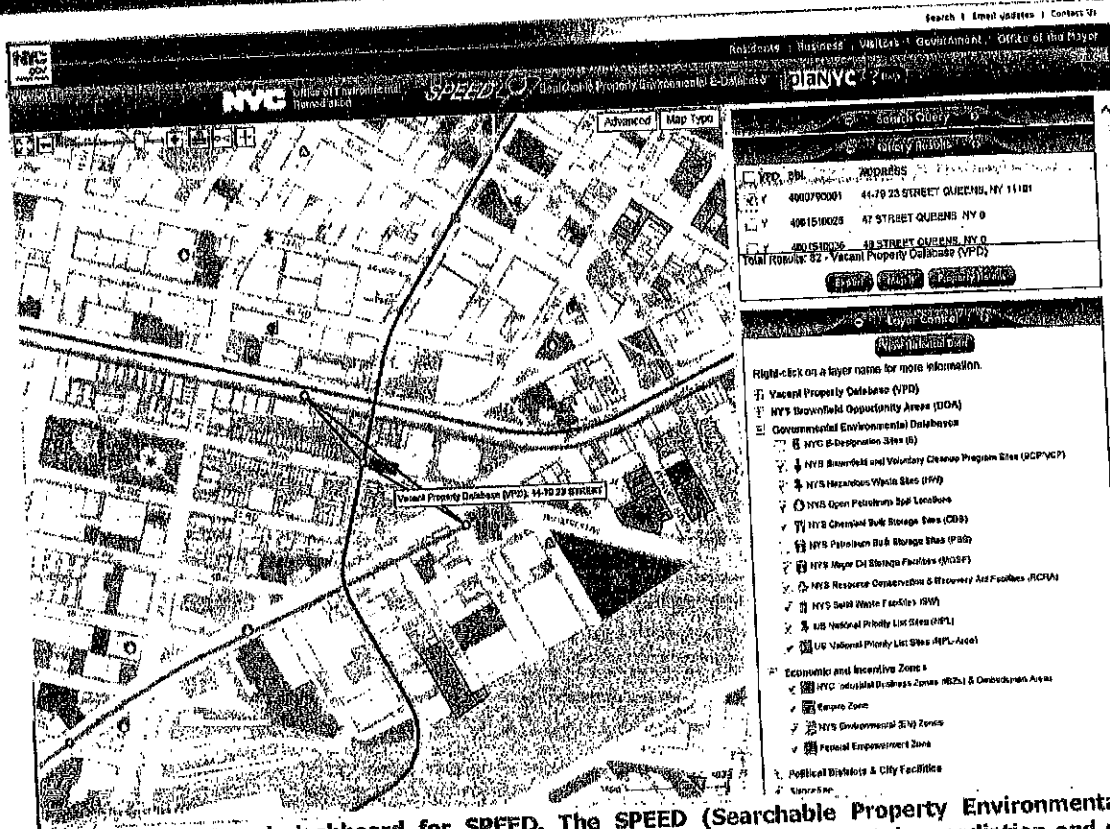


Figure 1: Front-end dashboard for SPEED. The SPEED (Searchable Property Environmental Database) portal is an application providing public access to environmental remediation and other information for certain properties in New York City.

Client Contact:

Lee ilan	(212) 788-2929
100 Gold Street, 2 nd Floor, New York, NY 10038	
ilan@cityhall.nyc.gov	

Training

GeoDecisions followed its standard approach to training services throughout this complex project. The Mayor's business staff members were involved in the beginning of the project in helping to define the requirements. GeoDecisions staff created a test plan and trained the Mayor's staff on how to use the test plan and input enhancement requests and software defects into our web-based tracking software. End-user training followed the train-the-trainer model where some of the business leads at the Mayor's Office received direct training and then conducted their own internal training with other staff members.



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STAFFORD COUNTY, VIRGINIA

Summary and Background: Stafford County is in northern Virginia and has one of the highest continuous growth rates in the nation. GeoDecisions is also a GIS consultant for Fairfax and Loudoun County in this region. Our association with Stafford County goes back more than 10 years. It began with a data integration project that tied together its assessment platform (DataMart) with GIS. Since then, our association with the County has grown to include development and hosting of its public facing map services, deployment of internal map applications, including JavaScript Mobile, and on-call support for spatial IT programming and assistance. Other services have included development, training, and testing of internal map applications, and the development and strategic planning activities for various departments within County operations.

Esri's ArcIMS was used for the initial public facing map application. This map was replaced several years ago with a custom Flex application built by GeoDecisions for county governments known as GeoPRIME (GeoDecisions Public Records and Mapping Engine). The current map interface is built in ArcGIS version 10.1 and is hosted on GeoDecisions production servers and the cloud for basemap tiles. We are currently migrating the Flex viewer to HTML5/JavaScript and will be deploying specific mobile applications for County use.

Our communication with the County is based on collaborative software and currently we are using JIRA to record County requests, report on task order-based level of effort and progress.

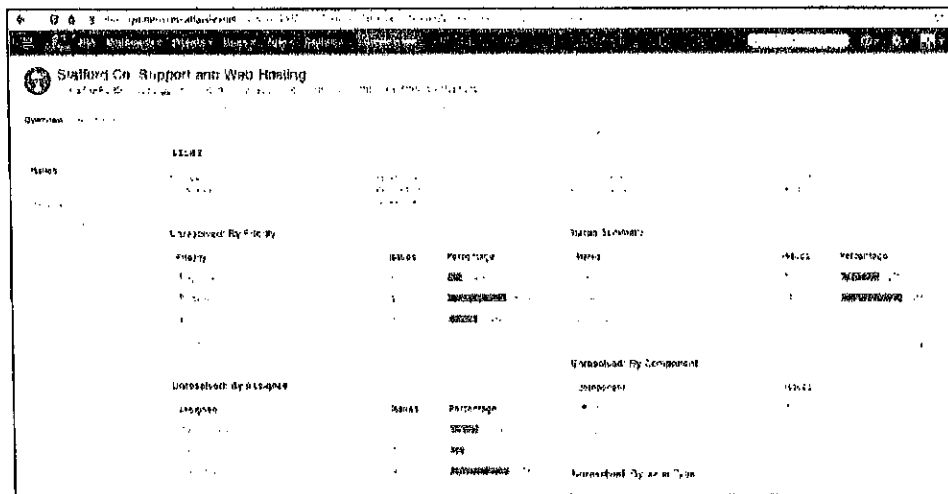


Figure 2: Front end dashboard for JIRA on the Stafford County Support and Web Hosting Project. Client access to the application can be made but for Stafford County, reports on progress that coincide with monthly invoices are produced from the summary information JIRA provides.



Geographic Information System Support and Training RFP# IT0321-1407 Task 2 Proposal

Within the past year, GeoDecisions has assisted the County with deployment of ArcGIS Online by customizing its frameworks and deploying user specific applications for the Parks and Recreation and Economic Developments. We are building custom templates for specific functions that go beyond the basic JavaScript County application for displaying tax assessment information.

County Contact:

Dave Capaz	(540) 658-4033
1300 Courthouse Road, Stafford, VA 22555	
DCapaz@co.stafford.va.us	

Example applications:

The following screen captures represent some of the applications we have deployed and maintain for Stafford County.

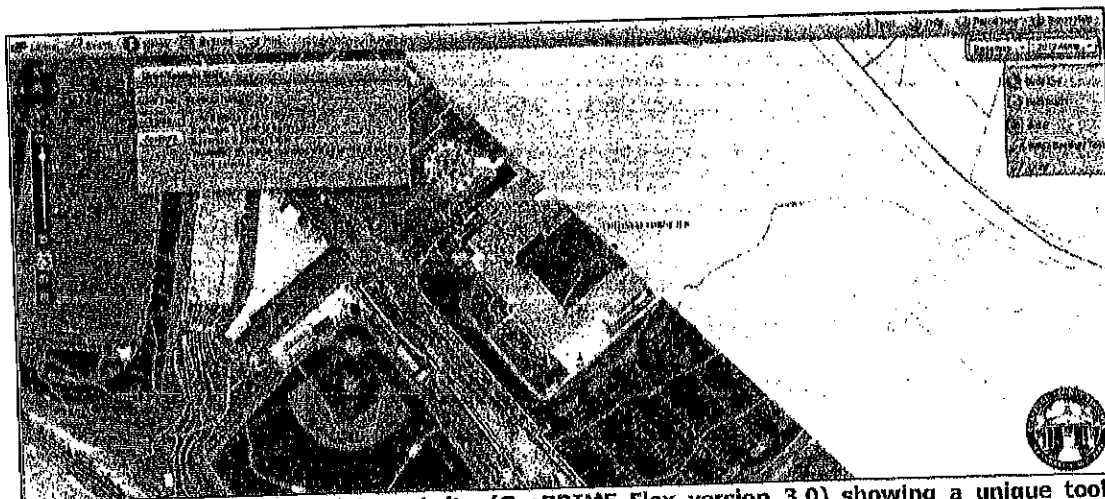


Figure 3: Stafford County public website (GeoPRIME Flex version 3.0) showing a unique tool for swiping between two different basemaps; in this case the standard base and an aerial photo.



Geographic Information System Support and Training

RFP# IT0321-1407
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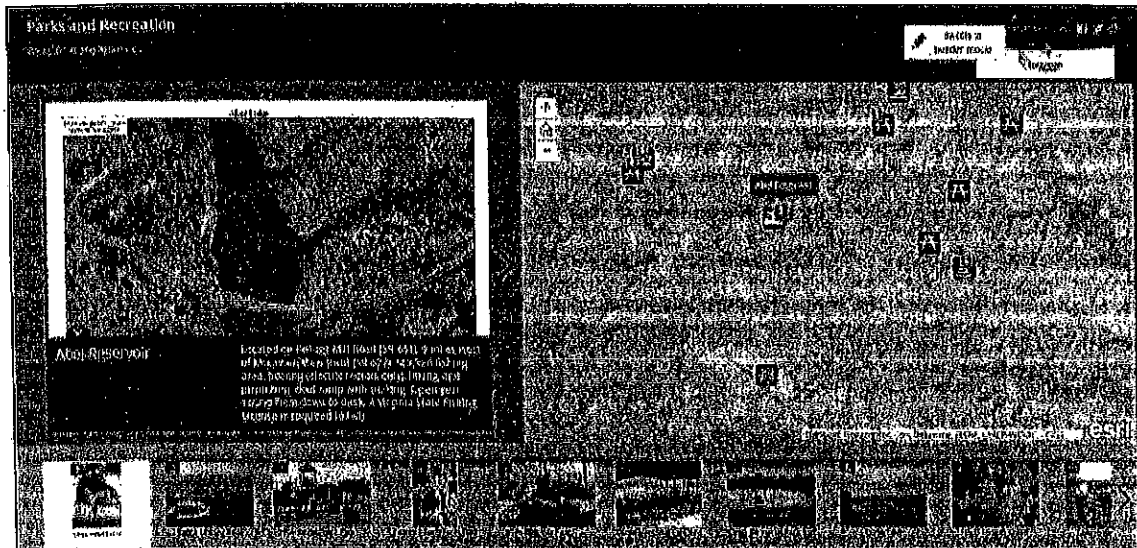


Figure 4: Stafford County featured applications for specific department needs are augmented with ArcGIS Online template and custom deployments. This application is tied to existing HTML pages for Parks and Recreation opportunities in the County.

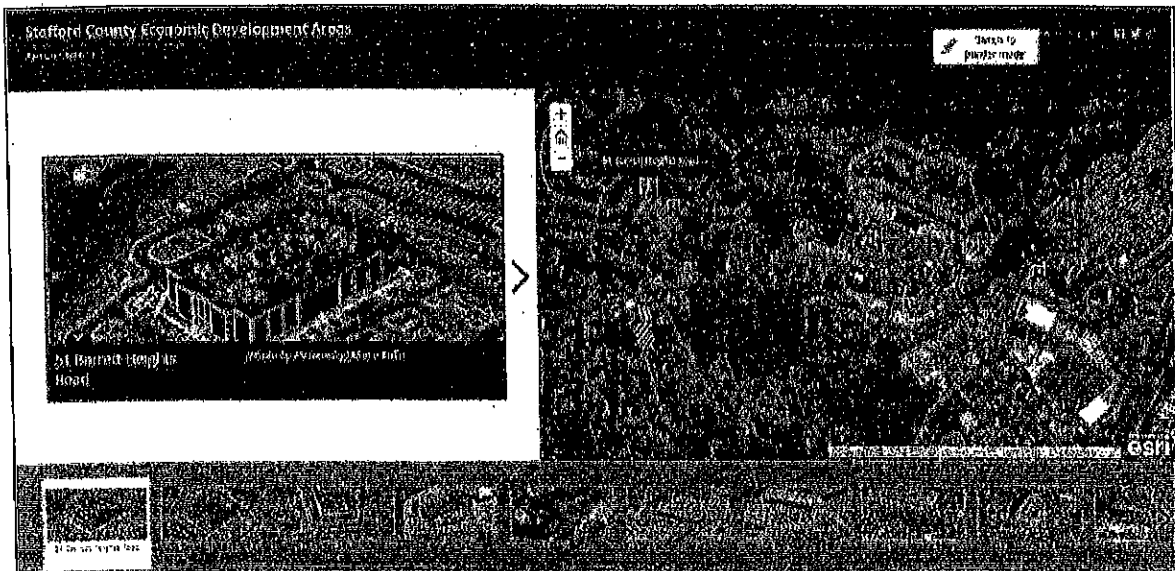


Figure 5: Stafford County featured applications for specific department needs are augmented with ArcGIS Online template and custom deployments. This application ties in Pictometry and existing HTML pages for highlighting Economic Development areas.



Geographic Information System Support and Training RFP# IT0321-1407 Task 2 Proposal

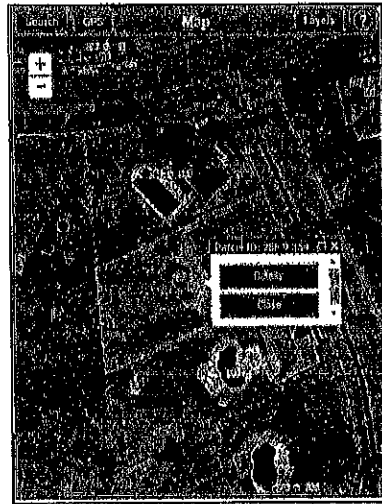


Figure 6: Stafford County mobile application is based on the custom GeoDecisions HTML5/JavaScript code base. The end-user will select the link from the county website and the application will detect the web or mobile client and display the appropriate application will detect the web or mobile client and display the appropriate applications for their device.

Training

Training specific to Stafford County included:

- GIS and IT administration of the Data Integration tool with the ProVal system
- Community development and planning GIS application training
- Web application maintenance and customization
- ArcSDE installation and maintenance.
- Parcel editing and maintenance
- ArcGIS Online overview and maintenance

WESTMORELAND COUNTY, PA.

Summary and Background:

GeoDecisions assisted Westmoreland County for more than 12 years in its enterprise design, deployment, training, implementation, and on-call assistance of the GIS department. The on-call assistance was conducted with both on-site staffing and VPN access to handle more immediate needs with GeoDecisions staff members located in various offices.

Client Contact:

Anthony Pologruto	(724)-850 6888
40 North Pennsylvania Avenue, Suite 430, Greensburg, PA 15601	
apologru@co.westmoreland.pa.us	

[illegible]

GEODECISIONS.
CENTRAL INTELLIGENCE



Geographic Information System Support and Training
RFP# IT0321-1407
Task 2 Proposal

Business History Form

APPENDIX C

BUSINESS HISTORY FORM

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

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

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

Date: April 30, 2014

- 1) Proposer's Legal Name: Gannett Fleming Engineers, P.C., d/b/a GeoDecisions
- 2) Address of Place of Business: 100 Crossways Park West, Suite 300, Woodbury, NY 11797

List all other business addresses used within last five years:

484 Forest Avenue, Locust Valley, NY 11560 (until June 2010)

- 3) Mailing Address (if different): P.O. Box 47100, Harrisburg, PA 17105-7100

Phone: (717) 763-7211

Does the business own or rent its facilities? Rent

- 4) Dun and Bradstreet number: 83-241-9894

- 5) The proposer is a (check one): Sole Proprietorship Partnership ☒ Corporation
Other (Describe)

- 6) Does this business share office space, staff, or equipment expenses with any other business?
Yes No ☒ If Yes, please provide details:

- 7) Does this business control one or more other businesses? Yes No ☒ If Yes, please provide details:



Geographic Information System Support and Training
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- 8) 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. Details Attached
- 9) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ☐ No ☒ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture; or details regarding the termination (if a contract). See attached statement
- 10) Has the proposer, during the past seven years, been declared bankrupt? Yes ☐ No ☒ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____
- 11) 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. _____
- 12) 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 statement
- 13) 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. _____



Geographic Information System Support and Training
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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 ☒ 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. _____

14) 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. _____

15) 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.

16) 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 a contractor 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 contractor 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 contractor 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.



Geographic Information System Support and Training
RFP# IT0321-1407
Task 2 Proposal

APPENDIX C

Attachments To Business History Form

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

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

Should the proposer be other than an individual, the 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 Proposer's capacity and reliability to perform these services.

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

Company _____

Contact Person _____

Address _____

City State _____

Telephone _____

Fax # _____

E-Mail Address _____

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Geographic Information System Support and Training RFP# 170321-1407 Task 2 Proposal

APPENDIX C BUSINESS HISTORY FORM - ATTACHMENTS

8) Gannett Fleming Engineers, P.C. (GFE) is affiliated with the Gannett Fleming organization, which is controlled by Gannett Fleming Affiliates, Inc., Wilmington, Delaware, a privately-held investment holding company that is owned by 75 individuals who are current or former employees and/or officers of various companies in the Gannett Fleming organization. GFE has no subsidiaries but is affiliated with the following subsidiaries and affiliated companies of Gannett Fleming Affiliates, Inc.:

Elgood-Mayo Corporation
Ganflec Architects and Engineers, Inc.
Ganflec Corporation
Gannett Fleming Engineers and Architects, P.C.
Gannett Fleming, Inc.
Gannett Fleming Canada ULC (Canada)
Gannett Fleming International, Ltd. (British Virgin Islands)
Gannett Fleming Investment Corporation
Gannett Fleming Management Services, LLC
Gannett Fleming Mexico, S. de R.L. de C.V. (Mexico)
Gannett Fleming of Michigan, Inc.
Gannett Fleming Project Development Corporation
Gannett Fleming SRL (Romania)
Gannett Fleming Sustainable Ventures Corporation
Gannett Fleming West, Inc.
Gannett Fleming WLL (Qatar)
GeoBuild, LLC
GF Caribe Engineers, P.S.C. (Puerto Rico)
L.G. Hetager Drilling, Inc.
Nabar Stanley Brown, Inc.
Punxsy Drilling Company
TerraSure Development, LLC

The above-listed affiliated companies also hold equity investments in more than 50 U.S. joint ventures. For marketing purposes, several Gannett Fleming companies have registered trade names, such as GeoDecisions, in numerous states and municipalities.

Other relevant information:

- The Gannett Fleming organization was formed in 1915. GFE was incorporated as a professional corporation, Railway Systems Design Engineers, P.C., in New York on March 3, 1999. The corporation's name was changed to Gannett Fleming Engineers, P.C. on September 4, 2002.
- GFE common stock is currently held by the following officers of the Company:

John W. Kovacs (50%)	Pittsburgh, Pennsylvania	Senior VP/Secretary/Director
James R. Laurita (50%)	Mendham, New Jersey	Chairman/Director
- GFE officers and directors are as follows:

James R. Laurita	Mendham, New Jersey	Chairman/Director
Fotios Papanichael	Little Neck Hills, New York	President/Treasurer/Director
John W. Kovacs	Pittsburgh, Pennsylvania	Senior VP/Secretary/Director
Doreen M. Bartoldus	Rye Brook, New York	Vice President
Vincent J. Frisina	Smithtown, New York	Vice President
Stephen Hadjilyane	Syosset, New York	Vice President
Glen L. Hair	Hummelstown, Pennsylvania	Vice President
Frederick H. Inyard	East Northport, New York	Vice President
Paul G. Schweiger	Camp Hill, Pennsylvania	Vice President



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9) GFE is part of a large engineering organization, which has been in business since 1915, and, at any one time, has several thousand open contracts. From time to time, some clients, as they often have the right to do, have terminated contracts for their convenience. Gannett Fleming does not maintain records of contracts terminated for convenience. However, we can represent that during the past 10 year period, no GFE contracts have been terminated for default.

12) This response excludes agency inquiries related to routine matters such as unemployment, worker's compensation, EEO audits and other employment or business related matters.

16 a) GFE is not aware of any financial, family or other matter that would create a conflict of interest or the appearance of a conflict of interest in acting as a contractor on behalf of Nassau County.

16 b) See attached copy of Gannett Fleming's conflict of interest policy.

APPENDIX C BUSINESS HISTORY FORM - ATTACHMENTS

- At December 31, 2013, the Gannett Fleming organization had 1,957 employees. 52 of these individuals are GFE employees located in GFE's Woodbury, New York office.
- GFE revenues are included in the consolidated revenues reflected in the consolidated financial statements of GFE's affiliated company, Gannett Fleming, Inc. CY 2013 revenues for Gannett Fleming, Inc., its subsidiaries and affiliated companies (including GFE) were \$309,538,000.
- GFE is licensed to operate in the State of New York. GFE's affiliates operate in all 50 states, the District of Columbia, Puerto Rico, and numerous foreign countries. The Gannett Fleming organization currently has more than 50 U.S. offices, as well as offices in Canada, Romania, Qatar, and United Arab Emirates.



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

NYC MOER

Lee Ilan	p. (212) 788-2929 f. (212) 788-2941
100 Gold Street, 2 nd Floor, New York, NY 10038	
llan@cityhall.nyc.gov	

Stafford County, VA

Dave Capaz	p. (540) 658-4033
GIS Director	
1300 Courthouse Road, Stafford, VA 22555	
DCapaz@co.stafford.va.us	

Westmoreland County, PA

Anthony Pologruto	p. (724)-850 6888
40 North Pennsylvania Avenue, Suite 430, Greensburg, PA 15601	
apologruto@co.westmoreland.pa.us	

CERTIFICATION

Commonwealth of Pennsylvania, Cumberland County

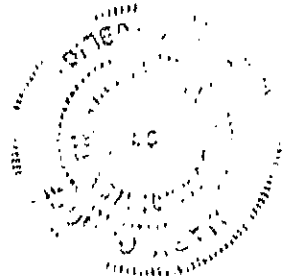
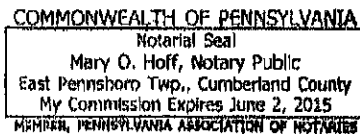
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, *Brendan J. Verdock*, 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 *2nd* day of *May*

2014

Mary O. Hoff
Notary Public



Name of submitting business: *Gannett Fleming Engineers PC d/b/a GeoDecisions*

By: *Brendan J. Verdock*

Print name

Brendan J. Verdock
Signature

President
Title

5 / 2 / 2014
Date



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Vendor Ownership Disclosure

APPENDIX D

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 OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name John W Kovacs
Business address Foster Plaza III, Suite 200, 601 Holiday Dr
City/state/zip Pittsburgh, PA 15220
Telephone 412 922 5575
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 / / Treasurer / /
Chairman of Board / / Shareholder / /
Chief Exec. Officer / / Secretary 1/3/14
Chief Financial Officer / / Partner / /
Sr Vice President 1/3/14 Director 1/3/14
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
NO YES ✓ If Yes, provide details. 50% owner
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. \$100
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. (attached)

2"



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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. Organizations on the attached list have won multiple government contracts in the past 3 years, too numerous to list.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.

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

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

- Been debarred by any government agency from entering into contracts with that agency? NO ☒ YES ☐ If Yes, provide details for each such instance.
- Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO ☒ YES ☐ If Yes, provide details for each such instance.
- 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.
- 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.)

- Is there any felony charge pending against you? NO ☒ YES ☐ If Yes, provide details for each such charge.
- Is there any misdemeanor charge pending against you? NO ☒ YES ☐ If Yes, provide details for each such charge.
- Is there any administrative charge pending against you? NO ☒ YES ☐ If Yes, provide details for each such charge.
- 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

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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.



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COMMONWEALTH OF PENNSYLVANIA }
COUNTY OF ALLEGHENY } SS:

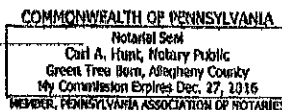
CERTIFICATION

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, John W. Kovacs, 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 May, 2014.

Carol A. Hunt
Notary Public



Gannett Fleming Engineers, PC
Name of submitting business

John W. Kovacs
Print name

John W. Kovacs
Signature

Sr Vice President
Title

5 / 1 / 2014
Date



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Principal Questionnaire
John W. Kovacs

5-1-2014

Corresponds to Question 5: Name and entity of which you are/were a principal owner or officer:

Gannett Fleming Engineers and Architects, P.C.
Two Penn Plaza
Suite 552
380 Seventh Avenue
New York, NY 10121-0101
212-967-9833

EIN/TIN: 23-2935505

Title: Director and Senior Vice President

33% owner

Associated from 11-2-12 to Present

Gannett Fleming Engineers, P.C.
100 Crossways Park West
Woodbury, NY 11797
516-364-4150

EIN/TIN: 52-2151596

Title: Director, Secretary, and Senior Vice President

50% owner

Associated from 1-3-14 to Present

Gannett Fleming Mexico, S. de R.L. de C.V. (Board of Managers)
Insurgentes Sur 753-2D Colonia Napoles Mexico, D.F. 03810 Mexico
Phone: (52-55)5523-1050

EIN/TIN: Mexican ID#GFM090427KV4

Title: Secretary and Member of Board of Managers

Associated from 1-3-14 to Present

Gannett Fleming of Michigan, Inc.
Plymouth Oaks Business Center II
Suite 102
44099 Plymouth Oaks Blvd
Plymouth, MI 48170-6527
734-459-6955

EIN/TIN: 23-1855638

Title: Director, Chairman, and President

Associated from 12-1-11 to Present



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Principal Questionnaire
John W. Kovacs

5-1-2014

Gannett Fleming, Inc.
P.O. Box 67100
Harrisburg, PA 17106
Phone: 717-763-7211

EIN/TIN: 25-1613591

Title: Director and Senior Vice President

Associated from 5-18-06 to Present

GeoBuild, LLC
5995 Taylor Road
Painesville, Ohio 44077
(440) 897-8997

EIN/TIN: 46-3148032

Title: Director, Chairman, and Chief Executive Officer

Associated from 7-15-2013 to Present

L.G. Hetager Drilling, Inc.
1857 Woodland Avenue Ext
Punxsutawney, PA 15767
Phone: 814-938-7370

EIN/TIN: 23-2868759

Title: Director and Chairman

Associated from 3-1-04 to Present

Punxsy Drilling Company
1857 Woodland Avenue Ext
Punxsutawney, PA 15767
Phone: 814-938-7370

EIN/TIN: 23-2897217

Title: Director and Chairman

Associated from 3-1-04 to Present



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APPENDIX D

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 OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD.

1. Principal Name James R. Leurita
Business address Suite 1420, 1037 Raymond Boulevard
City/state/zip Newark, NJ 007102
Telephone (973) 368-0762
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 / / Treasurer / /
Chairman of Board 12 / 31 / 2009 Shareholder 12 / 31 / 2009
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 x If Yes, provide details. 50% stockholder
(100 shares)
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. \$100.00 (\$1.00 per share)
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.
34% stockholder in Gannett Fleming Engineers and Architects, PC
1.60% stockholder Gannett Fleming Associates, Inc.
Officer in Gannett Fleming, Inc. (100% owned by GFA, Inc.)

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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. GFE&A P.C. has numerous contracts with governmental entities within NY State

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



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- 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.



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CERTIFICATION

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I, James R. Laurita, 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 May, 2014 2008.

Notary Public

Name of submitting business

Print name

Signature

Title

Date

30



Geographic Information System Support and Training RFP# IT0321-1407 Task 2 Proposal

References

Key Contacts

NYC MOER Speed

Lee Ilan	(212) 788-2929
100 Gold Street, 2 nd Floor, New York, NY 10038	
lilan@cityhall.nyc.gov	

Stafford County, VA

Dave Capaz GIS Director	(540) 658-4033
1300 Courthouse Road, Stafford, VA 22555	
DCapaz@co.stafford.va.us	

Westmoreland County, PA

Anthony Pologruto	(724)-850 6888
40 North Pennsylvania Avenue, Suite 430, Greensburg, PA 15601	
apologru@co.westmoreland.pa.us	

Stop Work within the Past Two Years

GeoDecisions has been successfully completing complex Spatial IT projects since 1986, and at any one time our company has a large number of open contracts. Many contracts include language allowing the client to terminate the contract for convenience, and from time to time, our clients do exercise their right to terminate. We can state that during the last 10 years, no contracts have been terminated for default or breach of contract.



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Appendix A: Resumes

Michael Wiley

PROJECT ASSIGNMENT: Project Principal

YEARS EXPERIENCE WITH FIRM: 7 **YEARS EXPERIENCE WITH OTHER FIRMS:** 15

EDUCATION:

B.S., Environmental Design, University of Massachusetts Amherst, 1991

M.S., Regional Planning, Focus on GIS and Remote Sensing Technologies, University of Massachusetts Amherst, 1995

CURRENT RESPONSIBILITIES:

Director, City Government Solutions and GIS and Enterprise Solutions Professional with experience in implementing enterprise GIS solutions and complex spatial systems integration projects for municipalities. Manages cross-functional teams of technical, business, and creative staff to achieve aggressive goals. Focuses on the aspects of full life-cycle projects, including planning, design, implementation, integration, testing, documentation, and maintenance of complex systems.

SUMMARY OF EXPERIENCE:

SPEED Portal, New York, NY, New York City - Mayor's Office of Environmental Remediation. Project Director working with the client and our firm's engineers to develop the original project concept involving application development services to build the SPEED, which was designed to facilitate research and analysis of historical environmental information on thousands of vacant commercial/industrial properties in New York City. Responsible for identifying and gathering source/reference databases/information to construct the environmental database. Assisted with the development of database conversion procedures and data quality assurance (QA) plans. Developed the original concept for the public Web portal and the Vacant Property Database editing portal. Provided QA and guidance for requirements and technical design. Handled intercity agency communication and coordination in this complex systems integration project.
<http://nyc.gov/speed>

Planimetric Layer 2011 Update, New York, NY, New York City Department of Information Technology and Telecommunications. Project Director responsible for overseeing aspects of this data conversion project. Provided input on technical deliverables and provided management support for client and subconsultant.

NYCyclist, New York, NY, New York City Department of City Planning. Project Manager working with the client to create a bike-routing database, a routing engine to provide



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comprehensive trip-planning capabilities, and a portal that includes up-to-date bicycle facility data together with the locations of safe and secure bicycle parking.

Vertical Integration Project, New York, NY, *New York City Office of Emergency Management.* Project Director responsible for working with this client to illustrate the value of three-dimensional geospatial data for first responders through the collection, enhancement, and display of specific datasets within a limited study area around Grand Central Station.

Regional GIS Data Inventory, New York Region (NY/NJ/CT/PA), *New York City Office of Emergency Management.* Business Analyst working on this regional GIS data inventory project for emergency management spatial data interoperability. Worked with the New York Regional Catastrophic Planning Team to establish a collection of geospatial datasets capable of serving the geographic information needs necessary for effective emergency management, response, and planning within the project site encompassing New York, New Jersey, Connecticut, and Pennsylvania. Tasks involved overseeing the thorough project approach, which included identifying the data resources and points of contact throughout the region responsible for maintaining spatial datasets, creating a data inventory of those datasets, collecting the data and metadata where available, and conducting a data gap analysis on that information.

San Diego Regional Geospatial Information Network (SDREGIN), San Diego Region, CA, *San Diego State University Research Foundation.* Business Analyst working on a regional emergency management data and capability integration and sharing project. SDREGIN will connect local jurisdictions, public agencies, and utilities to the regional geospatial database and functional capabilities through a network that serves the needs of public safety personnel both on a day-to-day basis and during catastrophic emergency events. The goals of this project included providing infrastructure information required prior to incidents for training and planning to enhance preparedness, response, and recovery; enhancing horizontal and vertical data and GIS integration across the San Diego region; increasing the use of data and tools in regional response preparation and planning; facilitating cost-sharing across agencies to meet common mission goals; and reducing redundant efforts across the region.

Joint Situational Awareness System, Picatinny Arsenal, NJ, *Joint Munitions & Lethality Life Cycle Management Command Acquisition Center.* Project Director responsible for implementing a data sharing and data collaboration crisis management application for a multi-state and multi-agency cooperative. The customized IRRIS® application was deployed for use by the U.S. Army Armament, Research, Development, and Engineering Center to support regional homeland security.

Pest Control Web Portal, New York, NY, *New York City Department of Health and Mental Hygiene (DOHMH).* Project Director responsible for the requirements, design, and implementation of a Web-based information portal focused on distributing rat- and rodent-related data to the public with guidance about how to control pests on properties they own, manage, or occupy. Worked with a variety of management and technical groups within DOHMH in the planning and implementation phases of this project. The portal also promotes the City's



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Rodent Control Academy, through which DOHMH trains city workers in scientifically-informed rodent control. <https://gis.nyc.gov/doh/rip/>

Executive Information System, New York, NY, New York City Housing Authority. Project Manager responsible for conducting a technical design to add mapping and spatial analysis capabilities to the Authority's Executive Information System using open-source GeoServer technology. Implementation gives the Authority's management the ability to view and analyze their business data spatially and recognize geographic trends. This enhancement enables management to make better-informed decisions about the management and financial operations of the Authority in general as well as their areas of responsibility.

Planimetric Layer Update and GIS Services, New York, NY, New York City Department of Information Technology and Telecommunications. Project Manager responsible for overseeing the update and expansion of the planimetric spatial data and providing geodatabase development. Also managed subconsultant production work. In addition to project management services, GeoDecisions created a highly automated custom quality control and tracking application.

EXPERIENCE OTHER THAN GANNETT FLEMING:

PlanGraphics, Inc., New York City, NY

Executive Consultant responsible for managing the New York City office for this Kentucky-based consulting firm specializing in systems integration, deployment of spatial technology, and traditional management consulting services. Developed new business opportunities, fostered existing client relationships, and managed the full life-cycle of complex projects from proposal stage through Implementation with budgets of up to \$15 million.

- Managed the company's largest accounts representing more than \$3 million in annual revenue
- Designed GIS hosting infrastructure for the City of New York, consisting of more than 30 servers, and led team to implement a fault-tolerant, scalable, and highly secure network designed with the goal of making certain that there were proper change-management controls, development methodologies, and deployment practices
- Integrated spatial technology into New York City's high-profile 311 call facility and customer relationship management applications centralizing nonemergency communication with City agencies; recognized by the Mayor for outstanding success
- Won business and led team to develop a state-of-the-art spatial data library for the New York State Office of Cyber Security and Critical Infrastructure and Coordination
- Worked around the clock for several months to support New York City's Emergency Operations Center in the aftermath of the September 11th attacks
- Presented papers at conferences showcasing industry-leading solutions developed for clients



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- Recruited and developed an expert technical staff of GIS designers, analysts, and systems architects. Managed project staff of up to 40 individuals.



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David Gilbert, GISP

PROJECT ASSIGNMENT: Project Manager

YEARS EXPERIENCE WITH FIRM: 27 **YEARS EXPERIENCE WITH OTHER FIRMS:** 1

EDUCATION:

B.S., Wildlife Science, The Pennsylvania State University, 1986
The Pennsylvania State University, Urban and Regional Planning (URPL) 7996 Watershed Modeling, 1998
The Pennsylvania State University - Gannett Fleming Project Management Certification Program, April 2001

PROFESSIONAL REGISTRATION(S):

Certified Geographic Information Systems Professional (GISP): Cert. No. 00048511 (2008)

CURRENT RESPONSIBILITIES:

Senior Project Manager/GIS Manager In the firm's GeoDecisions division responsible for GIS database development and data analysis. Experienced in Esri's series of GIS products, including ArcInfo and ArcView, as well as web map development using ArcServer and ArcGIS Online. Corporate lead for ArcGIS for Local Government and ArcGIS for Water programs. Serves as Project Manager on GIS needs assessments, strategic planning, data conversion, environmental modelling, state and local government work, and commercial application projects. Serves as board member of the Pennsylvania Geographic Mapping and Information Consortium, Secretary of the Pennsylvania Floodplain Managers Association, and Steering Committee Member of the Pennsylvania Department of Environmental Protection North Central Regional Citizens Round Table.

SUMMARY OF EXPERIENCE:

Stafford County GIS Data Migration to SDE Geodatabase, Stafford County, VA, *Stafford County Office of Information Technology.* Senior GIS Analyst responsible for data collection and conceptual design for a multi-tiered county geodatabase implementation. External data integration included various state, federal, and local information in support of County planning needs.

Westmoreland County Data Migration to SDE Geodatabase, Greensburg, PA, *Westmoreland County.* Senior GIS Analyst assisting in the development of a work-flow process for tax parcel modifications, geodatabase design, and inclusion of various external data that will be used by the County Planning and Tax Assessment offices.



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Water and Wastewater System Integration and Mobile Application Design and Development, Loudoun County, VA, *Loudoun Water*. Project Manager responsible for development of a requirements document and implementation plan for integration of Hansen, SDE, and customer service databases using custom middleware applications for distribution to field crew using mobile technology. Explored a number of mobile devices and applications including ArcMobile, bar coding, and Global Positioning System (GPS) integration. Developed pilot mobile applications for hydrant flushing and cross-connection and backflow service calls using iPhone and iPad devices. An additional service included development of a request for proposal for Loudoun Water for release to contract for services in the company's automated meter reading or advanced metering infrastructure program.

Planimetric Development and Quality Control Oversight, Fairfax County, VA, *Fairfax County Department of Information Technology*. Project Manager responsible for oversight and management of planimetric updates for Fairfax County. Project management responsibilities included development of a requirements document and GIS application for assessing quality control. Also conducted oversight of subconsultants' change requests.

Open-End GIS Services, Oakmont, PA, *Oakmont Municipal Authority*. Project Manager responsible for GIS implementation at the Authority headquarters including data conversion, data development, training, and application deployment. ArcGIS for Local Government data schema was used for integration of Rapid Response and water distribution data.

Chester County Buildings and Impervious Surface Delineation, West Chester, PA, *Public Health Management Corporation on behalf of the Southern PA Regional Task Force and Chester County*. Project Manager responsible for delivery of GIS datasets including building footprints and impervious surface for Chester County in support of emergency response and stormwater analysis. GeoDecisions' role was oversight and quality control using the Esri Data Reviewer extension. Our subconsultant performed the photo interpretation and data development.

GIS Project Management, Belleville, IL, *Illinois American Water*. Business Analyst responsible for oversight and guidance on methods for data conversion, a quality assurance and quality control program, and deliveries for the American Water data development projects in 13 municipalities in Illinois.

GeoPRIME® ArcGIS Server Implementation and Hosting for Historic Sites in Belize, Belize City, Belize, *International Environments Limited*. Business Analysts responsible for oversight and direction of the GeoPRIME ArcGIS Server Implementation of historic site mapping for the country of Belize. Historic information is made available through password-protected access for administrators, proprietors of historic homes, and the general public at various levels of access. The site is hosted at GeoDecisions server locations.

ArcGIS Workflow Manager Server Implementation, Harrisburg, PA, *Pennsylvania Game Commission (PGC)*. Project Manager for the development and implementation of Workflow



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Manager at the PGC. Made workflow delineations for more than nine departments within the PGC to spatial-associate their activities on an ArcGIS Server platform. The Web-based application modified the work activities for administrators, managers, regional staff, and field workers.

GeoPRIME® ArcGIS Server Implementation of Water and Wastewater Infrastructure, Warrington, PA, Bucks County Water and Sewer Authority. Business Analyst responsible for oversight and management of the Authority's GIS implementation. Our team deployed mapping and Rapid Response call-out services on GeoDecisions ArcGIS Server-hosted servers in preparation for ArcGIS for Water database implementation.

GeoPRIME® ArcGIS Server Implementation of Wastewater Infrastructure and Rapid Response Deployment, Pittsburgh, PA, The Municipal Authority of the Township of Robinson. Business Analyst responsible for oversight of the GeoPRIME ArcGIS Server mapping application for Robinson Township. The website incorporates display and hosting of wastewater collection infrastructure as well as the integration of Rapid Response mapping and tools.

GIS Implementation Plan and GIS Support Services, Pottsville, PA, Schuylkill County Municipal Authority. Business Analyst responsible for preparation of a GIS implementation plan for the Authority. Assistance also included the scanning and georeference training of personnel for sewer and water as-built drawings.

ArcGIS Version 10 Database Migration for Water and Sewer Utilities, North Wales, PA, North Wales Water Authority (NWWA). Project Manager responsible for oversight of database design and migration of water and sewer utility data for NWWA. Custom logical and physical design of the SDE database was installed and tested on NWWA servers.

GIS/IT Needs Assessment and Strategic Plan, Morgantown, WV, Morgantown Utility Board. Project Manager responsible for oversight and execution of a GIS and Information Technology (IT) needs assessment and strategic plan. Results of the strategic plan are to be released as a multiyear GIS implementation project to maintain and operate utilities in the Morgantown area with regional integration for base mapping and reporting features.

ArcGIS Server GeoPRIME® Web Portal Application, Six Counties in North Central PA, North Central Pennsylvania Regional Planning and Development Commission (NCPRPDC). Project Manager responsible for oversight and execution of an ArcGIS Server intranet solution for NCPRPDC to host and display data for municipal asset management and regional planning. Provided application installation and training to North Central staff to serve and maintain the GeoPRIME solution.

New York City Landfill Closure Data Analysis and Monitoring Database, Brooklyn, NY, New York City Department of Environmental Protection. GIS Manager responsible for quality control/quality assurance in the development of a custom database monitoring system using EQUIS software and exported reporting for the Pennsylvania Avenue and Fountain Avenue



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landfill closure sites in Brooklyn. Also developed custom database design and reporting tools and compiled reports using MS Access.

Multi-State Water Distribution Database and Management Application, Kuala Lumpur, Malaysia, *Pengurusan Asset Air Berhad*. GIS Analyst responsible for requirements documentation, data collection, and design of a Web-based management portal for display and reporting of multiple state water distribution systems in Malaysia. Integration of Maximo data and Marshall field operations was provided to 3 of 14 states within the country.

ArcGIS Server Web Portal and EQUIS Analyzed Data for Site Remediation, Richmond, VA, *GRTC Transit System*. Task Manager for development of the ArcGIS Server GeoPRIME® Web portal to display site remediation data for an industrial site near Richmond. Field data was processed in EarthSoft's EQUIS software, then exported and displayed for project staff to view and analyze over time. Provided continued maintenance of this data site as well as hosting services.

ArcGIS Server GeoPRIME® Web Portal Application for Floodplain Management and Customer Service Interface, Williamsport, PA, *Lycoming County GIS Office*. Project Manager responsible for oversight and execution of an ArcGIS Server intranet solution for Lycoming County to host and display Federal Emergency Management Agency Digital Flood Insurance Rate Maps data for various internal business processes. Also developed a stakeholder interface for collection and management of requested changes to digital flood maps through password-protected secure access. Hosted this Web application for 1 year.

ArcGIS Server GeoPRIME® Portal for Regional Traffic Signal Database Asset Management, Pittsburgh, PA, *Southwestern Pennsylvania Commission (SPC)*. Project Manager responsible for requirements gathering and development of an ArcGIS Server Web solution for multiagency add and management of traffic signal assets. 'Ownership' and attribute information of each signal device was made available to respective stakeholders including the Pennsylvania Department of Transportation and county representatives. Installed the application for Web mapping and hosting on SPC servers and trained SPC staff members in its use and operation.

ArcGIS Server GeoPRIME® Web Portal Application for Sewer, Zoning, and Engineering Applications, Dallastown, PA, *York Township*. Project Manager responsible for oversight and execution of an ArcGIS Server intranet solution for York Township to host and display data for various internal business processes. Provided installation and training to Township staff to serve and maintain the GeoPRIME solution.



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Kevin Scott, GISP

PROJECT ASSIGNMENT: Assistant Project Manager

YEARS EXPERIENCE WITH FIRM: 11 **YEARS EXPERIENCE WITH OTHER FIRMS:** 5

EDUCATION:

B.A., Geography, Indiana University of Pennsylvania, 1997

PROFESSIONAL REGISTRATION(S):

Certified GISP: Cert. No. 00060908 (2008)

CURRENT RESPONSIBILITIES:

Assistant Project Manager responsible for performing GIS updates, including mapping sanitary, parcel, and planimetric plans from hard-copy or digital format. Performs maintenance of existing GIS software and develops reports. Proficient in ArcGIS, ArcView, PC ArcInfo, ArcCAD, MapInfo, Microsoft Office, dBASE, AutoCAD, CAD Overlay, and Multirc.

SUMMARY OF EXPERIENCE:

GIS Systems Upgrade and Implementation of GeoPRIME[®], Greensburg, PA, Westmoreland County. Project Manager responsible for the conversion of the GIS platform from ArcGIS 9.1 to ArcGIS 9.3 with the installation of ArcGIS Server 9.3. Responsible for data conversion, software training, and the upgrade of custom applications.

GeoPlan[®] Services and GIS Updates, Westmoreland County, PA, Unity Township Municipal Authority. Project Manager responsible for adding and attributing piping and structure data to an existing sewer mapping GIS. Obtained the new attributes through the Global Positioning System (GPS), added them to the existing data layers, and loaded the data into the Authority's sewer management software package. Work also involved scanning and digitizing lot and block maps with tax identification numbers in CAD Overlay. Exported AutoCAD drawings into ArcInfo, assigned coordinates to each coverage, and edge-matched sheets to create one parcel coverage. Corrected node errors, overshoots, slivers, spikes, and unclosed polygons to create a seamless parcel file for use in the Township's GIS.

GeoPlan[®] Municipal Management Software Installation, Presto, PA, Collier Township. Project Manager responsible for the setup, installation, staff training, and management of the Township's GeoPlan management system. Responsible for data population of the system, including parcel information and roads information taken from existing Township datasets; custom report design; and map layer manipulation and population.



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GeoPlan® Municipal Management Software Installation, Bellwood, PA, Antis Township. Project Manager responsible for the setup, installation, staff training, and management of the Township's GeoPlan management system. Responsible for data population of the system, including parcel information and roads information taken from existing Township datasets; custom report design; and map layer manipulation and population.

GeoPlan® Municipal Management Software Installation, Montgomery County, PA, Salford Township. Project Manager responsible for the setup, installation, staff training, and management of the Township's GeoPlan management system. Responsible for data population of the system, including parcel information and roads information taken from existing Township datasets; custom report design; and map layer manipulation and population.

GPS and GIS Map Creation, Beaver County, PA, Economy Borough Municipal Authority. Assistant Project Manager and Project Director responsible for the oversight of the entire project, which included the setup, installation, staff training, and administration of the Borough's new management system. Supervised data population of the management system, including sanitary sewer information taken from existing Borough datasets; custom report design; and map layer manipulation and population. The effort involved collecting survey- and asset-grade Global Positioning System (GPS) data, attributing the pipes and structures with as-built information, creating a custom map book for field use, and implementing a sanitary sewer management software package.

GPS User's Manual Creation, Plainfield, NJ, New Jersey American Water. Technical Lead responsible for the creation of the Global Positioning System (GPS) unit setup and data acquisition sections of the user manual.

GeoPlan® Support, Municipal Management Software Installation, Allegheny County, PA, The Borough of Jefferson Hills. Project Manager responsible for the setup, installation, staff training, and management of the Borough's GeoPlan management system. Oversaw data population of the system, including parcel information and roads information taken from existing datasets; custom report design; and map layer manipulation and population.

GIS Consulting Services, Allegheny County, PA, Pleasant Hills Authority. Consultant responsible for overseeing GIS services performed in association with updates to the sewer mapping system.

GeoPlan® and IT Support, Municipal Management Software Installation, South Park Township, Allegheny County, PA, South Park Township. Project Manager for the implementation of GeoPlan and Information technology (IT) services. Oversaw the setup, installation, staff training, and management of the Township's GeoPlan system. Responsible for data population of the system, including parcel information and roads information taken from existing Township datasets; custom report design; and map layer manipulation and population.



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ArcIMS Web Page Development and GIS Enhancements, Greensburg, PA, Westmoreland County. Project Manager responsible for the management of staff members for the website development and enhancements project, which included ArcIMS support and maintenance, ortho conversion, data manipulation and migration, and Parcel Editor. Also responsible for managing the GIS support and changes to the County's GIS systems.

GeoPlan® Services, Sewer Mapping, McMurray, Washington County, PA, Peters Township Sanitary Authority. Project Manager responsible for adding and attributing piping and structure data to an existing sewer mapping GIS. Obtained the new attributes through the Global Positioning System (GPS), added them to the existing data layers, and loaded the data into the Authority's sewer management software package.

GIS Support, Allegheny County, PA, Findlay Township Municipal Authority. Project Manager responsible for Global Positioning System (GPS) training, GPS data conversion and correction, GeoPlan® and GIS creation and updating, and thematic map creation.

Sewer Mapping, South Fayette Township, Allegheny County, PA, South Fayette Township Municipal Authority. Project Manager responsible for adding and attributing piping and structure data to an existing sewer mapping GIS. Obtained the new attributes through the Global Positioning System (GPS), added them to the existing data layers, and created a map book. Created custom applications for the Authority's dye testing and sanitary lateral sewer inspection programs.

Annual Services for GeoPlan®, Municipal Management Software Installation, Dauphin County, PA, Highspire Borough. Project Manager responsible for GeoPlan-related services and GIS updates. Supervised the setup, installation, staff training, and management of the Borough's new system. Responsible for data population of the management system, including parcel information and roads information taken from existing Borough datasets; custom report design; and map layer manipulation and population.

Annual Services Agreement for GeoPlan®, Municipal Management Software Installation, Dauphin County, PA, Steelton Borough. Project Manager for GeoPlan-related services and GIS updates. Responsible for the setup, installation, staff training, and management of the Borough's new system. Supervised data population of the management system, including parcel information and roads information taken from existing Borough datasets; custom report design; and map layer manipulation and population.



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Mark Lecher

PROJECT ASSIGNMENT: Subject Matter Expert

YEARS EXPERIENCE WITH FIRM: 1 YEARS EXPERIENCE WITH OTHER FIRMS: 16

EDUCATION:

B.S., Geography, The Pennsylvania State University, 1996

CURRENT RESPONSIBILITIES:

Subject Matter Expert / Senior Project Manager responsible for managing customer relationships, contracts, and GIS applications with the Geospatial Technologies Operations Office within the Commonwealth of Pennsylvania. Manages projects with the New York City Mayor's Office of Environmental Remediation. Supports ongoing development of projects leveraging automated vehicle location technologies for various state and federal agencies.

SUMMARY OF EXPERIENCE:

Environmental Project Information Center, New York, NY, New York City Mayor's Office of Environmental Remediation (MOER). Senior Project Manager currently implementing this web-based application that will allow the MOER to internally manage and monitor environmental remediation projects and to provide publicly accessible forms to assist clients with the application process for remedial programs, view project progress, allow for ongoing tracking and communication, and populate the public document repository.

GATIR Software Maintenance Support, Harrisburg, PA, Commonwealth of Pennsylvania, Governor's Office of Administration, Geospatial Technologies Operations Office. Senior Project Manager supporting the ongoing maintenance of the enterprise architecture and a Homeland Security GIS application called Geospatial Analysis of Threats and Incident Reports (GATIR). Maintenance activities include core software code maintenance and upgrading of Commercial Off The Shelf GIS software and Oracle data repositories. Aids in overall maintenance of Enterprise GIS architecture and software. Advises on planning of future maintenance needs based on industry trends and software and hardware advancements.

Enterprise GIS Support, Willow Grove, PA, Asplundh Tree Expert Company. Senior Project Manager currently supporting GIS that involves the upgrade and maintenance of enterprise GIS software and hardware, including creation of new customer portal applications and data maintenance policies to integrate with mobile application development by Asplundh partners. Consulted with Asplundh to determine a plan for the advancement of its enterprise GIS to meet the strategic goals the company has set for the use of GIS. This included "As Is" and "To Be" architecture design of the enterprise architecture.



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District Geocoder Application, Harrisburg, PA, Commonwealth of Pennsylvania, Governor's Office of Administration, Geospatial Technologies Operations Office. Senior Project Manager in the design, creation, and implementation of a Web-based application for geocoding addresses within the Commonwealth of Pennsylvania. This application allows the user to geocode a given address so that the user can obtain information about the address, including county, municipality, school district, and legislative districts. The application is primarily used by the advance travel team for the Governor of Pennsylvania so that they may contact the appropriate representatives for functions the governor will attend.

Web Mapping Application, Harrisburg, PA, Commonwealth of Pennsylvania, Governor's Office of Administration, Geospatial Technologies Operations Office. (GTO). Senior Project Manager responsible for managing the creation of a Web mapping application to promote the Pennsylvania Council on the Arts in conjunction with the GTO.

FEMA IRRIS®, Washington, DC, U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA). Senior Project Manager supporting the maintenance of the IRRIS application currently in use by FEMA. Support included weekly meetings and documentation and management of application maintenance.

EXPERIENCE PRIOR TO GANNETT FLEMING:

Esri, Chesterbrook, PA

Senior Account Executive accountable for Pennsylvania and West Virginia state government accounts for users of GIS software, including desktop, server, mobile, software as a service, and cloud-based solutions. Focused on state, regional, and local transportation agencies and commissions as a trusted advisor in shaping the direction of their geospatial programs. Managed existing accounts and developed new accounts with new software revenue goals in excess of \$1 million. An active pipeline of opportunities exceeded \$4 million over a 540-day revolving window. Created leads and developed new business through meeting with agency employees, often times working with chief information officers, chief technology officers, and technology managers to educate them on the importance of GIS and workflow management based on spatial characteristics. Mentored junior account representatives and inside sales in the effective use of state contracts that extended to local governments.

Federated GIS Project, PA, East Central Pennsylvania Task Force. Senior Account Executive with Esri supporting the design of a federated data-sharing project among seven county governments. Tasks included the assessment of county GIS capabilities, business requirements of the organization, and design and implementation of GIS to aid in the federated data sharing of base GIS data and operational and situational awareness information. Aided in the creation of enterprise architecture at each of the seven counties to enable data sharing and creation.



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Timothy Cooley, GISP

PROJECT ASSIGNMENT: Senior GIS Analyst

YEARS EXPERIENCE WITH FIRM: 8 **YEARS EXPERIENCE WITH OTHER FIRMS:** 1

EDUCATION:

B.S., Geography, The Pennsylvania State University, 2005
ArcGIS Desktop I: Getting Started with GIS, 2006
Introduction to ArcIMS, 2006
Introduction to ArcSDE, 2006
ArcIMS Best Practices: Optimizing Map Configuration Files, 2007
Working with ArcGIS Network Analyst, 2008
ArcGIS Server Administration.NET, 2010
Introduction to Workflow Manager, 2012
Introduction to ArcPy, 2012

PROFESSIONAL REGISTRATION(S):

Certified Geographic Information Systems Professional (GISP) - No. 21050 (2011)
Standard First Aid: American Red Cross (2012)
CPR - Adult: American Red Cross (2012)

CURRENT RESPONSIBILITIES:

Senior GIS Analyst responsible for updating, maintaining, and supporting GIS. Provides any necessary cartographic and data development work to support related projects. Duties include maintaining databases, editing and manipulating spatial data, and developing data layers for any current projects. Software experience includes ArcGIS Desktop 8.x/9.x, ArcIMS 9.x, ArcGIS Server 9.x and 10.x, BeyondCompare, Seapine Surround SCM, Seapine TestTrack Pro, FME Suite 2004, SQL+, Quest TOAD, PLSQL Developer, SketchUp, and Microsoft Office.

SUMMARY OF EXPERIENCE:

National Spatial Data Infrastructure (NSDI) Project, Abu Dhabi, United Arab Emirates, National Crisis and Emergency Management Authority (NCEMA). GIS Analyst responsible for assisting and leading the creation of multiple sets of documentation, including data dictionaries, essential data lists, and coverages to implement a pilot NSDI for NCEMA. The NSDI provides a technology architecture that facilitates the collection and integration of spatial datasets from various agencies throughout the country to support NCEMA's large-scale emergency management and public safety efforts. GeoDecisions designed and implemented the initial NSDI as well as an ArcGIS Server-based data viewer for NCEMA.



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GIS Strategic Plan and GeoPlanner Web Portal, Abu Dhabi, United Arab Emirates, Abu Dhabi Urban Planning Council. Senior GIS Analyst responsible for on-site day-to-day GIS tasks, analysis, and helping to develop and improve the overall quality of the GIS department. Worked closely with the permanent GIS staff to develop improved workflows, data request systems, and GIS systems. Data storage, collaboration, and process improvements were improved with feedback from internal departments and staff. GIS analyses were completed and implemented in planning code and eventually featured in Esri publications.

PGC Spatial Integration Management System, State College, PA, Pennsylvania Game Commission (PGC), Bureau of Land Management. Lead GIS Analyst overseeing the setup and deployment of Esri Workflow Manager and Data Reviewer used as the backbone of this project to develop a Web-based solution for systems integration of ArcGIS Spatial and SQL Server 2008 non-spatial data. Led the creation of GIS data dictionaries, workflow creations, mapping services, and other related tasks.

GIS Services, Building Footprints and an Impervious Surface GIS Layer, Chester County, PA, Public Health Management Corporation. GIS Analyst responsible for setting up the Data Reviewer topology rules and documentation. Led the effort to analyze datasets provided to our team for errors to make sure the information had integrity. The purpose of this project was to map existing buildings and impervious surfaces to support county business processes, which include emergency services, stormwater run-off analysis, and planning. GeoDecisions was responsible for project management, requirements documentation, and quality control.

Highway Performance Monitoring System (HPMS), Washington, DC, District Department of Transportation (DDOT). GIS Analyst assisting with creation of dynamic segmentation and providing general assistance with publishing and maintenance of GIS data. GeoDecisions worked with DDOT to develop a HPMS console application that provides documentation of user configurable application logic/settings. Our team installed the application and trained DDOT HPMS staff on the use of the application to prepare data for submittal to the Federal Highway Administration.

BMS Insurance Portal, Camp Hill, PA, BMS Management Services, Ltd. Lead GIS Analyst responsible for receiving and maintaining insurance client data and map creation publishing. Also provided desktop GIS support directly to the client.

CN Railway GIS Consultancy, Montreal, Quebec, Canadian National (CN) Railway Company. GIS Analyst responsible for providing GIS support on data cleanup and maintenance and ArcGIS Server maintenance to CN in support of its Real-Time Business Intelligence initiative that will provide a single, integrated view of current "state of the network" for monitoring and decision-making purposes.. Also assisted with linear referencing system creation and design where help was needed.

Catastrophe Website Improvements, U.S. Confidential Client. GIS Analyst responsible for reviewing and updating the manual process of creating and loading GIS data received from



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clients into an ArcPy solution. GeoDecisions is providing website development and hosting services for an Interactive Internet-based mapping program that provides registered information and catastrophe data to member companies.

National Spatial Data Infrastructure (NSDI) Project, Abu Dhabi, United Arab Emirates, National Emergency Crisis Management Authority (NCEMA). GIS Analyst responsible for assisting and leading the creation of multiple sets of documentation, including data dictionaries, essential data lists, and coverages to implement a pilot NSDI for NCEMA. The NSDI provides a technology architecture that facilitates the collection and integration of spatial datasets from various agencies throughout the country to support NCEMA's large-scale emergency management and public safety efforts. GeoDecisions designed and implemented the Initial NSDI as well as an ArcGIS Server-based data viewer for NCEMA.

Geospatial Support for Transportation Application Development, Atlanta, GA, Georgia Department of Transportation (GDOT). GIS Analyst assisting with a linear referencing system pilot design by providing necessary data support. The project scope of work involved providing geospatial support to design and develop multiple applications for GDOT.

ODOT's SLD Application, Columbus, OH, Ohio Department of Transportation (ODOT). GIS Analyst responsible for SLD design using data-driven pages, which include PDF outputs and models. Created and manipulated routing dataset to comply with the Esri SLD and routing tools.

GIS Strategic Plan and GeoPlanner Web Portal, Abu Dhabi, United Arab Emirates, Abu Dhabi Urban Planning Council. GIS Analyst responsible for on-site day-to-day GIS tasks and analysis. Tasks included daily requests for planning information and mapping.

IRRIS® Installation in the Contra Costa County Office, Martinez, CA, Contra Costa County Fire Protection District. GIS Analyst responsible for updating and developing GIS data. Also created and customized the layers of incidents and their reports displayed within IRRIS.

CSI/Healthcare Partnership Portal, Hershey, PA, Crisis Simulations International, LLC. GIS Analyst responsible for updating and developing GIS data and providing general GIS support for displaying data. Tasks also included customizing data layers for the Healthcare Partnership Web portal.

AFOSI Geospatial and Mapping Analysis Service, Joint Base Andrews, MD, Air Force District of Washington, Air Force Office of Special Investigations (AFOSI). GIS Analyst responsible for updating, developing, and managing GIS data for the AFOSI deployment. Tasks included database management, metadata creation, data loading, and overall quality control of any GIS data.



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Matthew Houtz, GISP

PROJECT ASSIGNMENT: Senior GIS Analyst

YEARS EXPERIENCE WITH FIRM: 6 **YEARS EXPERIENCE WITH OTHER FIRMS:** 9

EDUCATION:

B.S., Geoenvironmental Studies, Shippensburg University, 1999

PROFESSIONAL REGISTRATION(S):

Certified GISP: Cert. No. 61635 (2009)

CURRENT RESPONSIBILITIES:

Senior GIS Analyst responsible for data collection, development, conversion, processing, and analysis. Experienced in Desktop and Server GIS Integration, Web map development using ArcServer and ArcGIS Online, three-dimensional modeling and analysis, and CADD to GIS conversion. Proficient in Esri's ArcGIS for Desktop products, Python, SAFE FME Desktop, ArcGIS for Server, ArcScene, AutoCAD Map and Civil 3D, and MicroStation.

SUMMARY OF EXPERIENCE:

GeoPRIME® ArcGIS Server Web Portal Application, Stafford County, VA, *Stafford County GIS Office.* GIS Analyst responsible for data maintenance and software upgrades to the Stafford County, Virginia, web application. The application for this web map was GeoPRIME, which is GeoDecisions' Public Records Information Mapping Engine, a configurable Flex API solution.

GeoPRIME® ArcGIS Server Web Portal Application, Hanover County, VA, *Hanover County GIS Office.* GIS Analyst responsible for data maintenance and software upgrades to the Hanover County, Virginia, Web application. The application for this Web map was GeoPRIME, which is GeoDecisions' Public Records Information Mapping Engine, a configurable Flex API solution.

Brookhaven Rail Terminal Project, Long Island, NY, *Brookhaven Rail Terminal.* GIS Analyst responsible for GIS data collection, mapping, and analysis related to construction of the new Brookhaven Rail Terminal (BRT). The GIS database was used to conduct the noise assessment and evaluate the potential impacts, if any, on local roads and major highways from the additional trucks added to the two routes between the BRT and the Empire Asphalt plant and Scatt Materials plant. A general noise assessment was conducted for the new train service to the BRT in accordance with Federal Transit Administration guidelines. In addition, conducted



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a highway noise assessment using the Federal Highway Administration Traffic Noise Model 2.5 for the additional 122 trucks traveling local roads between the plants and the BRT.

Open-End GIS Services, Oakmont, PA, Oakmont Municipal Authority. GIS Analyst responsible for GIS implementation at the Authority headquarters including data conversion, data development, map book development, training, and application deployment. ArcGIS for Local Government data schema was used for integration of Rapid Response and water distribution data.

GeoPRIME® ArcGIS Server Implementation of Wastewater Infrastructure and Rapid Response Deployment, Pittsburgh, PA, The Municipal Authority of the Township of Robinson. GIS Analyst responsible for data maintenance and software upgrades to the GeoPRIME ArcGIS Server mapping application for Robinson Township. The website incorporates display and hosting of wastewater collection infrastructure as well as the integration of Rapid Response mapping and tools.

GeoPRIME® ArcGIS Server Web Portal Application, York County, PA, York County Assessment Office. GIS Analyst responsible for data maintenance and software upgrades to the York County, Pennsylvania, web application. The application for this web map was GeoPRIME, which is GeoDecisions' Public Records Information Mapping Engine, a configurable Flex API solution.

Hanover Borough/Penn Township Joint Comprehensive Plan, Hanover, PA, Borough of Hanover. GIS Analyst responsible for the development of GIS maps and spatial analyses for the joint comprehensive plan. Through this plan, the Borough of Hanover and Penn Township seek opportunities to cooperate to improve the efficiency and effectiveness of their policies, practices, and services.

Portland North Expansion Project, Portland, ME, Northern New England Passenger Rail Authority. GIS Analyst responsible for evaluating the potential noise impacts resulting from the extension of Downeaster rail service from Portland to Brunswick, Maine. GIS data and spatial analyses were used to determine potential noise impacts on surrounding neighborhoods in accordance with the Federal Transit Administration manual. The scope involved evaluation of potential noise impacts from the additional passenger trains traveling on the current freight trains corridor. In addition, our firm provided evaluation of several potential noise abatement measures that included quiet zone requirements.

NLRPC Comprehensive Recreation, Open-Space, and Greenway Plan Project, Lebanon County, PA, Northern Lebanon Recreation & Parks Commission (NLRPC). Senior GIS Analyst responsible for mapping prepared to support the plan document and GIS assistance at public meetings. Represented demographic data with in-text maps. Prepared thematic maps of existing parks, trails, greenways, and protected open spaces, including suggested improvements to those recreation facilities. The NLRPC serves more than 15,000 residents in northern Lebanon County with recreation programs, using facilities provided by local government, the school district, community organizations, and recreation grant assistance.





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Cornwall-Lebanon Regional Comprehensive Plan, Lebanon, PA, North Cornwall Board of Supervisors. Senior GIS Analyst responsible for GIS data collection, compilation, and management and mapping of resources as part of a joint comprehensive plan. Specific tasks included preparing detailed inventory maps for the community, such as a basemap and maps highlighting community facilities and services, cultural resources, environmental water resources, existing land use patterns, problem transportation locations, and future land use (based partly on zoning). Provided a complete analysis of these functional planning themes along with planning recommendations and specific management strategies.

Pennsylvania Passenger and Freight Rail Strategic Plan, Harrisburg, PA, PennDOT. Senior GIS Analyst responsible for developing an inventory of the existing overall rail transportation system, rail services, and facilities within the commonwealth, including proposed high-speed rail corridors and significant rail line segments not currently in service. Our firm combined the Federal Railroad Administration railways with new layers obtained from PennDOT, the Pennsylvania Turnpike Commission, metropolitan planning organizations, and other applicable sources to create a GIS database of the primary passenger and freight rail corridors in Pennsylvania. The database included railroad ownership or shared assets, location, volume, number of tracks, class, weight and height restrictions, and other basic values useful for display purposes. As a supplemental task for this study, our firm also developed a database of primary nodes and support facilities for passenger and freight rail in Pennsylvania. These facilities include distribution centers, manufacturing facilities, airports, employment centers, central business districts, and towns. Using the database of the railway network and support facilities, our firm produced final maps, including those listed below:

- Regional Railroad Use
- Major Intermodal Facilities
- Strategic Rail Corridor Network
- Regional Railroad Density
- Critical Railroad Crossings in Pennsylvania
- Pennsylvania Railroad Height Clearances
- Pennsylvania Railroad Weight Restrictions

Both the database and the resulting maps were vital in helping the project team develop a document that will provide guidance for PennDOT's railroad initiatives until 2035.

Comprehensive Master Plan Update, Parkersburg, WV, City of Parkersburg. Project GIS Analyst responsible for the preparation of an inventory map series, including sensitive land and water features, cultural and historic resources, existing land use, functional classification, community facilities and services, and public service districts; a future land use map to guide zoning revisions; and the return and delivery of associated data to the City. The planning effort updates the City's 2001 comprehensive plan after the completion of upgrades to U.S. 50 from the Ohio River to I-77. The rural city's declining population and employment figures had been



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casting a dark shadow on its projected future. The plan outlines strategies to change trends toward a more prosperous, affordable, and sustainable city along the Ohio River.

Map Modernization Program, PA, MD, VA, DE, and WV, U.S. Department of Homeland Security, FEMA, Region III. Senior GIS Analyst responsible for aiding in the update of existing and creation of new Digital Flood Insurance Rate Maps (DFIRM) for FEMA so the organization could move floodplain data and maps to a digital format. Tasks included georeferencing scanned hard-copy FIRMs and digitizing stream centerlines and cross sections.

Development of 2050 Visioning Transportation Network, Western Counties, FL, Florida Department of Transportation, District 7. Senior GIS Analyst responsible for developing 42 transportation corridors representing each decade (2000, 2030, and 2050) and preparing a summary table to display the average volume capacity ratio and average speed per roadway per corridor.



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Patrick Whyson

PROJECT ASSIGNMENT: Senior Application Developer

YEARS EXPERIENCE WITH FIRM: 9 **YEARS EXPERIENCE WITH OTHER FIRMS:** 9

EDUCATION:

B.S., Computer Science, The Pennsylvania State University, 1995

CURRENT RESPONSIBILITIES:

Senior Application Developer responsible for designing and developing GIS programs that will meet the needs of local government clients. Specialties include VB/ASP.NET, Java, SQL, WebSphere Application Developer, WebSphere Portal development, VB ArcObjects development, and PowerBuilder. Database experience includes Microsoft SQL Server, Oracle9i, Microsoft Access, Ingres, and Informix. Spatial Database Engine (SDE) experience includes ESRI ArcSDE 9.0.

SUMMARY OF EXPERIENCE:

Westmoreland County GIS Upgrade, Greensburg, PA, Westmoreland County. Developer responsible for quality control of the web interface that will allow Westmoreland County and its customers to view, edit, and print information about their tax parcels. Designed and coded a reconciliation process for the computer-assisted mass appraisal (CAMA) and GIS databases, written in VB/ASP.NET. Designed an ArcObjects process that will load CAMA data into an SDE table, written in VB.NET. Implemented a snapshot database replication of the production database that is published to a Web-only database using Microsoft SQL Server Enterprise Manager. Developed an SDE script to load orthophotography into the raster database. Worked with another developer to implement and troubleshoot a plotting tool designed to reproduce the current hard-copy maps for the County tax mapping office. This tool was written using ArcObjects and VB.NET. Designed a sales tool that will allow the County to export its annotation and parcel features by district to a specific data format such as shapefile or personal geodatabase. Installed ArcSDE 9.0, ArcIMS 9.0, ArcInfo 9.1, and a second instance of Microsoft SQL Server on the County's servers.

Stafford County GIS Database Design, Stafford County, VA, Stafford County Office of Information Technology. Developer on a team responsible for designing a spatial database to hold the County's GIS information. Loaded data from various sources into the SDE database. Designed an ArcMap button to join features from the SDE database to a separate database based on a configuration file. This tool was written using VB.NET and ArcObjects. Designed an ArcObjects process to synchronize the data from another database with the SDE database. This tool, which rebuilds specific domains and tables within SDE with the more current data in



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another database, was written using VB.NET. Assisted in training personnel on configuring, loading, and maintaining the SDE database.

Hanover County ArcIMS Website Update, Hanover County, VA, *County of Hanover.* Developer responsible for repairing and updating functionality on the ArcIMS site. Developed an ArcObjects process that exports various SDE features to a predetermined ASCII file format to be loaded into a legacy system at the County. Assisted in training personnel with SDE and defining technical specifications for upgrades to their ArcIMS site.

Cultural Resources Database Design and Synchronization Application, Stafford County, VA, *Stafford County Office of Information Technology.* Developer responsible for designing a database to collect historical and architectural data elements. The database was designed using MS Access. The forms were created in VB and reside in the Access database. The data is then compared to the SDE historical data provided by the Virginia Department of Historic Resources via a synchronization application. If there are any differences, the application will report on them. The application was written using VB.NET 2005 and ArcObjects.

Geodatabase Support and Web Maintenance, Stafford County, VA, *Stafford County.* Developer responsible for updating the public websites and loading the data into SDE. On-site training and various ArcIMS development is performed at Stafford County when necessary.

Clinton County ArcGIS Server Public-Accessible Website, Lock Haven, PA, *Clinton County GIS Department.* Assistant Project Manager and Developer working on the implementation of an ArcGIS Server website to display parcel information in a mapping interface. Also worked on implementing a Python script to move parcel data from the computer-assisted mass appraisal database to the public-facing website.

PADEP State Water Plan Website, Harrisburg, PA, *Pennsylvania Department of Environmental Protection (PADEP).* Developer responsible for implementing a public-facing website to display water plan data. Worked with PADEP to create the functional requirements and gather data for the website.

Linear Referencing System (LRS), Annapolis, MD, *Anne Arundel County.* Developer responsible for reviewing the LRS process. Also responsible for developing process improvements that allow for better use of existing data with regard to fixing disjointed road segments throughout the county. The process to fix the disjointed segments was written in VB.NET 2005, ArcObjects, and ArcMap.

ArcIMS Wildfire Billing Support System Website, Columbus, OH, *Ohio Department of Natural Resources (ODNR), Division of Forestry.* Lead Developer for creating the wildfire website, which is an addition to the existing ODNR forest management application that provides ODNR staff throughout the state with the ability to view and analyze forest data from any regional office. The wildfire website allows various fire personnel to enter a location for a wildfire by placing a point on a map. The coordinates for the location are then passed to the application developed by our partnering firm using various calls to Web services provided by



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them. The application was written in VB.NET, ArcIMS 9.1, and Oracle. ArcIMS tools were developed that allow fire wardens to log and monitor wildfires in Ohio for the purpose of reporting and payment.

Regional Road Centerline and GIS Web Applications, Philadelphia, PA, Delaware Valley Regional Planning Commission (DVRPC). Developer on a team to implement a tool that would allow the DVRPC to conflate data from various agencies as part of an effort to develop a regional, linearly referenced, addressable road centerline database and associated Web-based GIS applications. The command bar incorporated a non-conformity tool that allows the user to navigate to each non-conformity and either fix the error or ignore it. This tool was written using C#.NET 2005, ArcObjects, and ArcMap.

Geodatabase Support and Web Maintenance, Stafford County, VA, Stafford County. Developer responsible for updating the public websites and loading the data into SDE. On-site training and various ArcIMS development is performed at Stafford County when necessary.

ArcGIS Server Website, Ridgway, PA, North Central Pennsylvania Regional Planning and Development Commission. Assistant Project Manager and Lead Developer responsible for designing an ArcGIS Server mapping portal and SDE geodatabase. The portal allows the user to do standard interactive mapping actions, such as zoom in/out and pan. The user also has the ability to turn on/off various layers and perform queries using a query wizard. Our team also designed the SDE geodatabase, generated the geodatabase diagram for approval, then implemented the geodatabase on site. The application was written in VB.NET 2005, SQL Server 2005, and ArcGIS Server 9.2.

Luzerne and Lackawanna Abandoned Mine Query and Plot Tool, Luzerne County, PA, County of Luzerne. Lead Developer responsible for gathering requirements, designing, and coding an ArcMap parcel query tool interface. The query tool allows the user to select various query options through drop-down menus or buttons. The query results are then displayed in table form, allowing the user to pick a parcel and zoom to location. The layout of the map can be updated with parcel detail and search criteria automatically. The user accesses the Plot tool to print the layout. Both the tools were written in VB.NET 2005 using ArcObjects.

ArcMap Plotting Tool, Wilmington, DE, United Water Delaware. Developer responsible for implementing a plotting tool for ArcMap. The tool allows the user to select an ArcMap MXD, select multiple grid locations, and print the layout to PDF or a plotter. The application was written in VB.NET 2005 using ArcObjects.

ArcIMS Website for a Forest Management Application, Columbus, OH, Ohio Department of Natural Resources, Division of Forestry. Lead Developer responsible for creating an interactive mapping site to allow the public to view proposed cutting areas and turn on/off various forestry layers. The website also includes a login for forestry personnel that allows them to see various layers not accessible to the public. An interface to the website allows potential logging companies to register with the state. Reports of winning bidders are displayed through the website. The website was written using VB.NET 2005, Oracle, SDE 9.1, and ArcIMS 9.1.



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John Stewart

PROJECT ASSIGNMENT: Senior Application Developer

YEARS EXPERIENCE WITH FIRM: 2 **YEARS EXPERIENCE WITH OTHER FIRMS:** 2

EDUCATION:

A.A., Software Engineer, University of Phoenix, 2011
Pursuing B.S. in Software Engineering from the University of Phoenix, 2011-present
Enterprise Java Development, Mindteck Inc., 2011

CURRENT RESPONSIBILITIES:

Senior Application Developer responsible for the design and development of functional GIS software products.

SUMMARY OF EXPERIENCE:

SPEED Portal, New York, NY, New York City Mayor's Office of Environmental Remediation. Application Developer responsible for continuing the development of the application and making any improvements requested by the client. The SPEED Web application enables users to search properties in New York City and view environmental information. SPEED is a GIS-based portal designed to encourage developers, community organizations, consultants, and the public to explore potential redevelopment opportunities in neighborhoods throughout the city. SPEED displays historic maps and aerial photos; provides comprehensive city, state, and federal government environmental databases; allows users to make notes about properties of interest; and prints maps and reports. It contains data for 3,150 commercial and industrial, privately owned sites, such as historic use and features of environmental significance.

Indefinite Delivery Contract, IRRIS® Enhancements, Scott Air Force Base, IL, United States Transportation Command (USTRANSCOM). Application Developer responsible for continuing development of the application as well as making improvements to the front-end portion of the application. IRRIS technology is an innovative Web-based transportation security and logistics GIS, providing a logistics common operational picture that empowers military and government users to make more-informed decisions, coordinate responses, and achieve optimal situational awareness. IRRIS integrates near-real-time tracking, critical infrastructure data, and incident-response capabilities into a single, secure application. With cutting-edge technology, system users can access timely and relevant information about road conditions, construction, incidents, and weather to facilitate the rapid deployment of assets, equipment, and personnel. IRRIS fulfills the need for a uniform, effective information management tool to assist agencies in sharing information for day-to-day operations and crisis situations.



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Robert Metzger

PROJECT ASSIGNMENT: Application Developer

YEARS EXPERIENCE WITH FIRM: 3 **YEARS EXPERIENCE WITH OTHER FIRMS:** 1

EDUCATION:

B.S., Computer Science, Millersville University of Pennsylvania, 2008

CURRENT RESPONSIBILITIES:

Application Developer responsible for assisting in the development and testing of software applications. Proficient in Visual Basic (VB), VB6, VB.NET, C#.NET, ASP, ASP.NET, and JavaScript; Microsoft SQL Server, Access, and Office; and Windows XP.

SUMMARY OF EXPERIENCE:

Consulting Services for Enhancements to Farebox Recovery Tool, Newark, NJ, New Jersey Transit (NJ Transit). Developer responsible for the implementation of the farebox data processing tool that provides NJ Transit with an analysis of its bus operating costs as they compare to fares collected by each bus.

Web Application for Grant Programs, Charleston, WV, WVDOT, Program Planning and Administration Division. Developer working as part of a team responsible for the implementation of a Web application for WVDOT allowing users to submit online applications for transportation enhancement funding, thus eliminating the need for paper applications.

NYCyclist Website Design, New York, NY, New York City Department of City Planning. Developer responsible for creating a working prototype for a website that provides cyclists with comprehensive trip planning including up-to-date bicycle facility data, a routing application, and information on the location of safe and secure bicycle parking sites.

Street Spatial Database Upgrade, Washington, DC, DDOT. Developer working as part of a team responsible for coding the redesign and enhancements of the .NET Windows Form/ArcMap extension application interface used to maintain DDOT's roadway network data in Oracle 10g. The program is designed to administer changes and maintenance of roadway data within the Department's jurisdiction.

Highway Performance Modeling System (HPMS) Console Application, Charleston, WV, WVDOT. Developer responsible for converting Oracle PL/SQL procedures and packages to SQL Server. The program is designed to assist WVDOT with its HPMS submittal and provide an automated tool to process HPMS data for the Federal Highway Administration. Also responsible for working with the development lead on coding tasks.



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Matthew Allen

PROJECT ASSIGNMENT: Database Administrator

YEARS EXPERIENCE WITH FIRM: **YEARS EXPERIENCE WITH OTHER FIRMS:**

EDUCATION:

B.S., Geoenvironmental Science, Shippensburg University, 2002

PROFESSIONAL REGISTRATION(S):

CPR - Adult: American Red Cross (2012)

First Aid: American Red Cross (2012)

CURRENT RESPONSIBILITIES:

Database Administrator responsible for supporting senior database administration staff in day-to-day tasks, providing input on established database designs, and analyzing problems and providing solutions. Also responsible for various GIS application development tasks such as coding, testing, and documentation.

SUMMARY OF EXPERIENCE:

SPEED Application for Brownfield Site Redevelopment, New York, NY, New York City - Mayor's Office of Environmental Remediation. Application Developer and Database Administrator responsible for developing the SPEED location data parser, a VB.NET application designed to parse unformatted addresses for consumption by a client-maintained geocoding service.

Web Application for Grant Programs, Charleston, WV, West Virginia Department of Transportation, Program Planning and Administration Division. Graphic Designer responsible for developing the graphic interface for the Web application, which will automate three grant programs, including Transportation Enhancements, Recreational Trails, and Safe Routes to School.

Safety Analysis Management System (SAMS), Phase II, Jackson, MS, Mississippi Department of Transportation (MDOT). Application Developer responsible for working on various bug fixes and enhancements to the SAMS application, which provides traffic accident data to MDOT for safety planning and remediation.



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Adam Conner

PROJECT ASSIGNMENT: Technical Architect

YEARS EXPERIENCE WITH FIRM: 6 **YEARS EXPERIENCE WITH OTHER FIRMS:** 1

EDUCATION:

B.S., Geoenvironmental Studies, Shippensburg University of Pennsylvania, 2005
M.S., Geography, Indiana University of Pennsylvania, 2007

PROFESSIONAL REGISTRATION(S):

First Aid - Adult: American Red Cross (2013)
CPR/AED - Adult: American Red Cross (2013)

CURRENT RESPONSIBILITIES:

Technical Architect / Senior Developer responsible for assisting project teams with full software development life-cycle activities. Engaged in documenting application requirements, designing solution components, developing applications, and providing testing support of a wide range of enterprise solutions. Specializes in supporting the development of enterprise GIS platforms leveraging current releases of ArcGIS Server, SQL Server, C#, .NET, MVC, Python, XML, SQL, JavaScript, Flex, and Silverlight. Oversees and mentors junior development staff.

SUMMARY OF EXPERIENCE:

ArcGIS Server Flex API Application, Hanover, VA, Hanover County. Developer/Project Manager responsible for redesigning the Hanover County GIS portal. The new website uses Esri ArcGIS Server and the FLEX API to display Hanover County's GIS data in an easy-to-use and high-performance application. Developed a system that allows the County's image tiles to be placed in a shared hosting environment with Amazon Web Services. This new procedure reduces strain on the ArcGIS Server machine and increases the speed at which tiles can be downloaded. The speed increase makes the map draw as fast as popular commercial services.

ArcGIS Server FLEX API Application, York, PA, York Township. Developer/Assistant Project Manager responsible for deployment of GeoPRIME® for York County. The project required modeling a new and improved GIS website after the original site for a user-friendly transition. Customized the GeoPRIME application using JSON configuration files to make the GeoPRIME application completely customizable without modifying any code. Also worked with other GeoDecisions' developers to simplify the look and interface of the original GIS page, which resulted in a more graphically appealing version.



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GIS Crime Mapping Application Development, Green Bay, WI, *City of Green Bay, Planning Information Technology Division.* Senior Developer/Assistant Project Manager responsible for managing the development effort of an ArcGIS Server 9.3 Web crime mapping application using GeoDecisions' GeoPRIME® framework and the Flex API. The public website was primarily designed for citizens to search for crime data within the city. Duties included programming and coordination, system requirements analysis and documentation, and project quality control.

Recreation Information Web Mapping Portal, West Bend, WI, *Washington County Planning & Parks Department.* Project Director responsible for managing the development effort of an ArcGIS Server 9.3 Web mapping application using the Flex API. The Interactive Web mapping application allows citizens to locate recreation resources in Washington County. The goal of the website is to help promote active living within the county. Duties included programming, system requirements analysis and documentation, and project quality control.

Trail and Recreation Information Portal (TRIP) ArcGIS Server 9.3 Web Application, Carver County, MN, *Carver County.* Developer responsible for a mapping application using ArcGIS Server 9.3 JavaScript and representational state transfer application programming interfaces to create a user-friendly site that was similar to other common Web mapping interfaces (Google, Yahoo, Virtual Earth). The JavaScript API, combined with the cache and tile capabilities of ArcGIS Server, provides a simple interface that responds quickly and reduces the number of tools necessary to interact with the map. TRIP shows parks, trails, and photo points throughout the county to encourage citizens to be more active. The application is hosted and maintained by the client.

Delaware Information Analysis Center (DIAC) Application and On-Site Support Services, Dover, DE, *Delaware State Police.* Developer/Analyst responsible for editing existing datasets to match changes to data based on input from multiple Delaware State Police dispatch personnel. The project involved developing an application that is capable of assisting in critical information distribution, criminal analysis, and aiding in the collaborative effort of public safety.

Criminal and Highway Analysis Mapping for Public Safety (CHAMPS) Web-Based GIS Portal, Dover, DE, *Delaware Office of Highway Safety (OHS).* Developer responsible for SQL database modification and updates in line with lead developer guidelines and designs. Developed geoprocessing and database routines to keep data in the application up-to-date with external data sources. CHAMPS allows both OHS and the Delaware State Police to edit and analyze crime, crash, and e-ticket data through a Web portal.

Geographic Resource Internet Portal (GRIP) Google Maps Data Viewer, Oklahoma City, OK, *Oklahoma Department of Transportation (ODOT).* Developer responsible for a mapping application that displays ODOT business data on top of a Google Maps interface. GRIP serves as a tool to expose the ODOT data in an easy-to-use interface that could possibly be deployed for public use. The application uses a custom-developed Web service interface to extract data from Oracle Spatial and output that data as KML, which could be brought into the Google Maps interface.





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Oracle Web Portal Design and Implementation, Sacramento, CA, California Department of Conservation, Division of Recycling (DOR). Developer responsible for loading data from multiple data sources into a single Oracle database. Developed tools for multiple agencies to automatically update the Oracle database from existing Excel, Access, and SQL Server data sources. The result was the creation of a document that assists DOR with laying the groundwork for a rebuild of its current website.

Research Spatial Tools for Analysis of Crash and Roadway Data, Harrisburg, PA, Pennsylvania Department of Transportation. Developer/Analyst responsible for developing statistical analysis procedures for research into best practices in the application of GIS software and methods to analyze patterns in data associated with the occurrence of concentrations of vehicle crashes. Assisted technical and project management staff with understanding and planning the statistical portion of the procedures.

Cultural and Historical Resource Information System (CHRIS) Web Portal Enhancements and Web Hosting, Dover, DE, Delaware Division of Historical and Cultural Affairs. Developer responsible for importing datasets from multiple sources to the database structure to make certain that the project requirements were met. The focus was to develop and implement enhancements to the CHRIS Web-Integrated GIS portal for displaying, mapping, and querying historical and cultural information for the state of Delaware. The project provides hosting and maintenance for the portal.



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David Pheasant

PROJECT ASSIGNMENT: Database Administrator

YEARS EXPERIENCE WITH FIRM: 7

YEARS EXPERIENCE WITH OTHER FIRMS: 2

EDUCATION:

B.S., Computer Engineering, Union College, 2006

PROFESSIONAL REGISTRATION(S):

First Aid: American Red Cross (2012)

CPR/AED - Adult: American Red Cross (2012)

CURRENT RESPONSIBILITIES:

Systems Analyst responsible for building, installing, updating, and administering laptop, Web, and database server hardware running either Microsoft Windows or Linux in development, staging, and production environments. Also responsible for upkeep of systems running ESRI's ArcIMS, ArcSDE, and ArcGIS server products.

SUMMARY OF EXPERIENCE:

IRRIS[®], Nationwide, Military Surface Deployment and Distribution Command Transportation Engineering Agency. Systems Analyst on the laptop and server support team responsible for maintaining Web, map, and database servers used for the development of a web-based GIS application capable of allowing users to query spatial data and receive the results in various forms, including maps, images, and data tables.

FEMA IRRIS[®], Nationwide, U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA). Systems Analyst responsible for the deployment and administration of Oracle database software running in a clustered Red Hat Linux AS4 environment. The client's requirements specified that the server environment would be capable of supporting 100,000 concurrent users. To fulfill this, two database servers running the Red Hat Linux AS4 Operating System were configured with Oracle Real Application Clusters Database software.



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Appendix B: Financial Information

Independent Auditors' Report

Board of Directors
Gannett Fleming, Inc.

Report on the Consolidated Financial Statements

We have audited the accompanying consolidated financial statements of Gannett Fleming, Inc., which comprise the consolidated balance sheets as of December 31, 2012, 2011 and 2010, and the related consolidated statements of income, comprehensive income (loss), equity, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Gannett Fleming, Inc. as of December 31, 2012, 2011, and 2010, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Stambaugh Ness, PC

Hanover, Pennsylvania
April 29, 2013

A Professional Corporation

GANNETT FLEMING, INC.
CONSOLIDATED BALANCE SHEETS

CONFIDENTIAL
FINANCIAL
INFORMATION

<i>(dollars in thousands)</i>	December 31,		
	2012	2011	2010
ASSETS			
CURRENT ASSETS			
Cash and cash equivalents	\$ 13,988	\$ 6,729	\$ 7,223
Short-term investments	10	264	262
Accounts receivable and unbilled revenues, net	76,954	81,766	71,512
Deferred income taxes	172	-	-
Current maturities of notes receivable	20	18	5
Other current assets	1,517	1,313	1,292
	<u>92,681</u>	<u>90,090</u>	<u>80,284</u>
PROPERTY AND EQUIPMENT, net	<u>7,460</u>	<u>8,363</u>	<u>10,271</u>
OTHER ASSETS			
Investments	203	31	90
Notes receivable, net of current maturities	13,128	9,351	9,442
Deposits	231	259	232
Goodwill	5,858	5,858	5,104
Deferred income taxes	241	446	315
	<u>19,661</u>	<u>15,945</u>	<u>16,183</u>
TOTAL ASSETS	<u><u>\$ 119,782</u></u>	<u><u>\$ 114,398</u></u>	<u><u>\$ 106,738</u></u>
LIABILITIES AND EQUITY			
CURRENT LIABILITIES			
Current maturities of long-term debt	\$ 633	\$ 618	\$ 382
Accounts payable	12,695	17,120	10,432
Deferred income taxes	-	40	56
Accrued compensation	12,537	11,067	11,021
Advance payment on contracts	8,408	7,875	8,751
Other current liabilities	10,904	10,075	12,412
	<u>45,177</u>	<u>46,595</u>	<u>41,054</u>
OTHER LIABILITIES			
Long-term debt, net of current maturities	1,267	1,735	1,056
Unfunded pension obligation	39,379	40,476	25,361
Other liabilities	11,916	10,958	10,129
	<u>52,562</u>	<u>53,169</u>	<u>36,546</u>
TOTAL GANNETT FLEMING, INC.			
STOCKHOLDERS' EQUITY	22,015	14,634	28,138
NON-CONTROLLING INTEREST	<u>28</u>	<u>-</u>	<u>-</u>
TOTAL EQUITY	<u>22,043</u>	<u>14,634</u>	<u>28,138</u>
TOTAL LIABILITIES AND EQUITY	<u><u>\$ 119,782</u></u>	<u><u>\$ 114,398</u></u>	<u><u>\$ 106,738</u></u>

See notes to consolidated financial statements.

GANNETT FLEMING, INC.
CONSOLIDATED STATEMENTS OF INCOME

CONFIDENTIAL
FINANCIAL
INFORMATION

(dollars in thousands)	Years ended December 31,		
	2012	2011	2010
OPERATING REVENUES	\$ 289,888	\$ 286,464	\$ 287,669
DIRECT OPERATING COSTS	<u>148,596</u>	<u>162,568</u>	<u>151,680</u>
GROSS PROFIT	141,293	133,896	135,979
GENERAL AND ADMINISTRATIVE EXPENSES	<u>134,350</u>	<u>128,184</u>	<u>133,590</u>
OPERATING INCOME	<u>6,943</u>	<u>5,712</u>	<u>2,389</u>
OTHER INCOME (EXPENSE)			
Interest income	28	7	13
Interest expense	(112)	(195)	(142)
Impairment of goodwill	-	(1,200)	-
Other, net	<u>196</u>	<u>358</u>	<u>162</u>
	<u>112</u>	<u>(1,030)</u>	<u>33</u>
INCOME BEFORE INCOME TAXES	7,055	4,682	2,422
INCOME TAX EXPENSE	<u>308</u>	<u>222</u>	<u>130</u>
NET INCOME	<u>\$ 6,747</u>	<u>\$ 4,460</u>	<u>\$ 2,292</u>

See notes to consolidated financial statements.

GANNETT FLEMING, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

**CONFIDENTIAL
FINANCIAL
INFORMATION**

1. Significant Accounting Policies

Financial Statement Presentation -

The consolidated financial statements present the financial position, results of operations, and cash flows of Gannett Fleming, Inc. and its subsidiaries and affiliated engineering companies (the Company), which during 2012 were as follows:

Subsidiaries:

Gannett Fleming Canada ULC
Gannett Fleming of Michigan, Inc.
Nabar Stanley Brown, Inc.

Affiliated companies:

Environmental Acoustics, Inc.
Ganflec Architects and Engineers, Inc.
Gannett Fleming Engineers, P.C.
Gannett Fleming Engineers and Architects, P.C.
Gannett Fleming International, Ltd.
Gannett Fleming Mexico, S. de R.L. de C.V.
Gannett Fleming Project Development Corporation
Gannett Fleming SRL
Gannett Fleming Sustainable Ventures Corporation
Gannett Fleming West, Inc.
Gannett Fleming WLL (49% owned)
GF Caribe Engineers, P.S.C.
PAVL Systems, Inc.
TerraSure Development, LLC

Intercompany balances and transactions are eliminated in the consolidation.

Certain accounts in the prior year financial statements have been reclassified for comparative purposes to conform to the presentation in the current year financial statements. Total equity and net income are unchanged due to these reclassifications.

Gannett Fleming, Inc. and its above-listed subsidiaries and affiliates are all subsidiaries or controlled affiliates of Gannett Fleming Affiliates, Inc. (the Parent), an investment holding company. Therefore, the financial condition, results of operations, and cash flows presented in these consolidated financial statements are also included in the consolidated financial statements of the Parent.

Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 810-10, "Consolidations", addresses the consolidation by business enterprises of variable interest entities to which the conventional condition (ownership of a majority interest) of consolidation does not apply. A variable interest is defined as a contractual, ownership, or other pecuniary interest in an entity that changes as the entity's net asset value changes.

Under the terms of this Interpretation, the Company has a variable interest in several joint ventures as described further in this note. Entities are required under ASC 810-10 to consolidate variable interest entities into the financial statements of the primary beneficiary. The Company has determined that they are not the primary beneficiary in these variable interest entities and therefore are not required to include them in consolidation under ASC 810-10.

Investments in joint ventures in which the Company does not have control, but exercises significant influence over operating and financial policies, are accounted for on the equity method. During 2012, the Company held equity investments in the following joint ventures:

Ammann & Whitney/Gannett Fleming, Joint Venture
Avant IMC, LLC
BakerAECOM, LLC
Development Facilitators, Inc. / Gannett Fleming, Inc., Joint Venture
DMJM / JMT / GF, a Joint Venture*
Dvirka & Bartilucci – Gannett Fleming – LIRO Joint Venture
G2C, Joint Venture
Gannett Fleming – CWA, a Joint Venture
Gannett Fleming, Inc. / Dewberry LLC, a Joint Venture
Gannett Fleming / ESA
Gannett Fleming – GEI IEPR Joint Venture
Gannett Fleming / Greenman Pederson Joint Venture
Gannett Fleming / Hazen and Sawyer, P.C., a Joint Venture
Gannett Fleming / IEQ, Joint Venture
Gannett Fleming, Inc. / Johnson, Mirmiran & Thompson, a Joint Venture
Gannett Fleming – KCI Technologies Joint Venture
Gannett Fleming / KTA-Tator Joint Venture
Gannett Fleming / Lichtenstein Joint Venture
Gannett Fleming / Malcolm Pirnie JV
Gannett Fleming – Parsons Joint Venture
Gannett Fleming – PB Americas
Gannett Fleming – PB Americas – Whitman Requardt, A Joint Venture
Gannett Fleming / URS / TAMS, a Joint Venture
Gannett Fleming – Whitman Requardt and Associates, a Joint Venture
Gannett Fleming, Inc / Whitney Bailey Cox and Magnani, LLC, Joint Venture
Gannett Fleming – WM Group Engineers Joint Venture
Gannett Fleming Engineers & Architects, P.C. / Edwards & Kelcey Engineers, Inc., a Joint Venture
Gannett Fleming Engineers & Architects, P.C./Johnson, Mirmiran & Thompson, Inc., a Joint Venture
Gannett Fleming Transit & Rail Systems / Clifton, Weiss & Associates, Inc., a Joint Venture*
GEI – GF Joint Venture
GF / HMM Joint Venture
GF / JMT JV
GFTRS / HNTB Joint Venture
GG3, a Joint Venture
GG III Joint Venture
Greenman Pedersen - Gannett Fleming Joint Venture
HDR / LMS with Gannett Fleming, Joint Venture
INCA / Gannett Fleming JV
Johnson, Mirmiran & Thompson, P.A. / Gannett Fleming, Inc., a Joint Venture
KCI Technologies, Inc. - Gannett Fleming, Inc., JV
McCormick Taylor, Inc. / Gannett Fleming, Inc., Joint Venture
Michael Baker / Gannett Fleming / STV Design Joint Venture
Northeast Engineering - Gannett Fleming
Outdoor InSite, LLC
PARS – Gannett Fleming Joint Venture
PATH Forward (Systra/Hill/Gannett Fleming, a Joint Venture)
Pirnie / Gannett, Joint Venture
Portal Partners Tri-Venture
Shaw/Baker/Gannett Fleming J.V.
SpillmanFarmer / Gannett Fleming Joint Venture
Sunnyside Yard Partnership, a Joint Venture
T.Y. Lin International – Gannett Fleming Joint Venture
WEST Consultants – Gannett Fleming Joint Venture
Whitney Bailey Cox & Magnani – Gannett Fleming

* Joint venture dissolved during 2012.

COUNTY OF NASSAU
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Gannett Fleming, Inc. dba GeoDecisions
Address: 207 Senate Avenue
City, State and Zip Code: Camp Hill, PA 17011
2. Entity's Vendor Identification Number: 25-1613591
3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture
☐ Ltd. Liability Co ☐ Closely Held Corp ☐ Privately 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 Gannett Fleming, Inc. Officers and Directors as of January 9, 2015 for the list of
principals. See Gannett Fleming, Inc. Joint Ventures as of May 20, 2015 for a list of
Joint Ventures
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.
Gannett Fleming Affiliates, Inc. is 100% shareholder of Gannett Fleming, Inc.
See attached listing of Gannett Fleming Affiliates, Inc. Shareholders (dated 5/21/15)

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.

See Attached Gannett Fleming Organization Responsibility dated July 8, 2014

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):

There are no Lobbying Activities for this matter.

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: May 22, 2015

Signed:

Print Name: Brendan J. Wesdock

Title: President - GeoDecisions;

Vice President - Gannett Fleming, Inc.

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.

Gannett Fleming Affiliates, Inc.

5/21/2105

Shareholders

- Averso, Martha J.
- Barrett II, Warren A.
- Brenize, Brett A.
- Buchholt, John A.
- Campanella, George R.
- Cook, Jr., John V.
- Derr, John A.
- Dougherty, John V.
- Dreese, Trent L.
- Durkee, Dean B.
- Glatfelter, Dale R.
- Goncz, Daniel J.
- Gonzalez, Naldo
- Guttman, Kenneth T.
- Hadjiyane, Stephen
- Hair, Glen L.
- Hamlet, David A.
- Hart, Daniel C.
- Hawtof, Steven I.
- Herbert, Paul R.
- Hoffmann, Jr., Arthur G.
- Holderbaum, Rodney E.
- Hricak, Judy L.
- Hughes, R. Scott
- Johnson, Mark D.
- Kenny, John R.
- Keno, Aaron D.
- Kline, Robert A.
- Koontz, Gene C.
- Kovacs, John W.
- Krebs, Christopher D.
- Laurita, James R.
- Lewis, Paul J.
- Mason, Bradley A.
- Matthews, Robert B.
- McGinnis, Esther M.
- McLemore, Barbara R.
- Metil, Mark
- Milakovic, Gregory
- Morgan, Michael
- Morosky, Donald G.
- Mouradian, Ara G.
- Mullins, Keith R.
- Mulqueen, Bryan P.
- Norrish, III, Charles R.
- Nowicki, Paul D.
- Papmichael, Fotios
- Pilwalis, Mark M.
- Plumpton, William M.
- Pursel, Thomas B.
- Raffenberger, Jeffrey L.
- Rhine, Scott N.
- Rikk Jr., Joseph J.
- Ross, Mary C.
- Salhotra, Atul
- Scaer, Robert M.
- Schiemer, Matthew J.
- Schwelger, Paul G.
- Seip, Brian A.
- Sibley, Scott W.
- Spanos, John J.
- Stare, Daniel P.
- Stout, William M.
- Switala, Kevin J.
- Thomas, David B.
- Weiss, David W.
- Wesdock, Brendan J.
- Wilson, David B.
- Woyden, Edward L.
- Yen, Chen-Yu
- Zeevaart, Scott W.
- Zieher, Scott F.
- Zink, Thomas

Gannett Fleming, Inc.

Joint Ventures

As of May 20, 2015

Joint Venture Name	Percent GF Ownership
A&P - GF Joint Venture	25
BakerAECOM, LLC	5
Development Facilitators Inc. - Gannett Fleming Inc Joint Venture	50
G2C Joint Venture	33 1/3
Gannett Fleming / ESA	50
Gannett Fleming, Inc. / Dewberry LLC, a Joint Venture	50
Gannett Fleming - GEI IEPR Joint Venture	60
Gannett Fleming - Greenman Pedersen Joint Venture	50
Gannett Fleming, Inc. / Johnson, Mirmiran & Thompson, a Joint Venture	50
Gannett Fleming - KCI Technologies Joint Venture	60
Gannett Fleming / Lichtenstein Joint Venture	50
Gannett Fleming / Malcolm Pirnie JV	50
Gannett Fleming - PB Americas	50
Gannett Fleming - PB Americas - Whitman Requardt, a Joint Venture	33 1/3
Gannett Fleming - Whitman Requardt and Associates, a Joint Venture	51
Gannett Fleming, Inc. / Whitney Bailey Cox and Magnani, LLC - Joint Venture	50
Gannett Fleming - WM Group Engineers Joint Venture	61
GEI-GF Joint Venture	40
GF/HMM Joint Venture	60
GF - JMT JV	52 1/2
GFTRS/HNTB Joint Venture	55
GG3, a Joint Venture	33 1/3
GG-III, a Joint Venture	50
Greenman Pedersen - Gannett Fleming Joint Venture	50
INCA / Gannett Fleming JV	50
Johnson, Mirmiran & Thompson, P.A. / Gannett Fleming, Inc., a Joint Venture	50
KCI Technologies, Inc./Gannett Fleming, Inc., JV	50
McCormick Taylor, Inc. / Gannett Fleming, Inc. Joint Venture	50
Northeast Engineering - Gannett Fleming	50
Pacific Infrastructure Partners	25
PARS - Gannett Fleming Joint Venture	49
Portal Partners Tri-Venture	40
Spillman Farmer / Gannett Fleming Joint Venture	53
Stantec / Gannett Fleming JV	49
WEST Consultants - Gannett Fleming Joint Venture	50
Whitney Bailey Cox & Magnani - Gannett Fleming	50

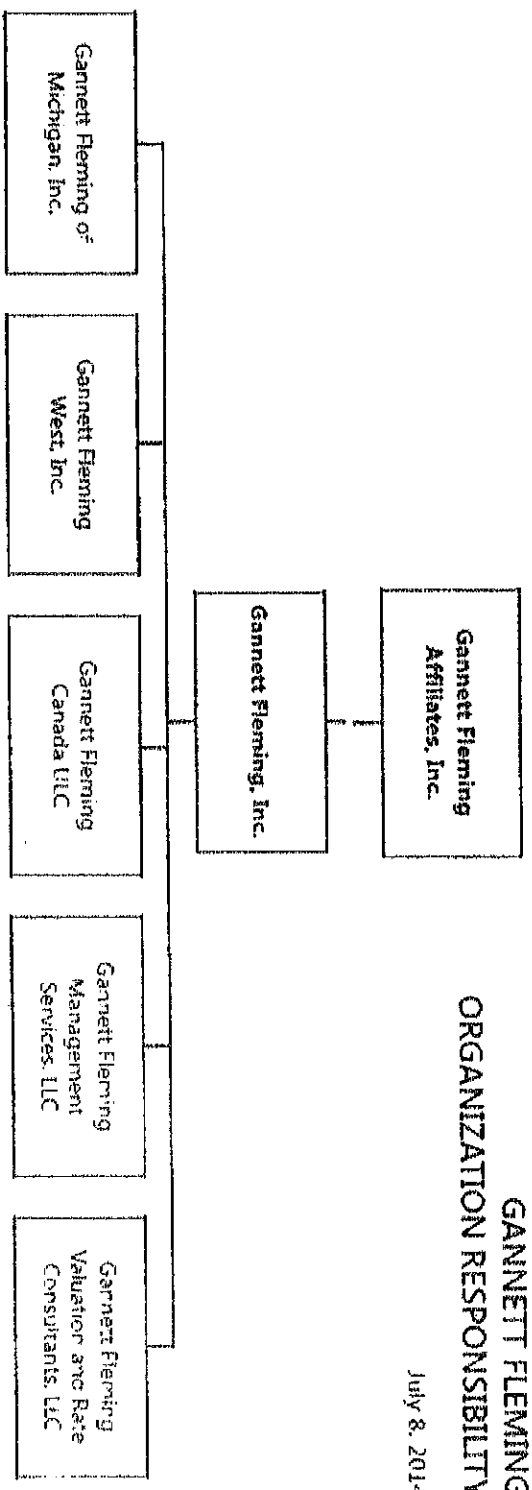


Gannett Fleming

Excellence Delivered As Promised

**GANNETT FLEMING
ORGANIZATION RESPONSIBILITY**

July 8, 2014



Gannett Fleming, Inc. Divisions

- Administrative
- Information Technology
- Construction Management
- Environmental Resources
- Facilities
- GANCOM
- GeoDecisions_®
- Quantum Geophysics
- Transit & Rail Systems
- Transportation
- Valuation and Rate
- VTX

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