June 8, 2017

New York Civil Liberties Union
Andrea Barrientos
125 Broad Street
New York, New York, 10004

Re: June 2, 2015 FOIL Request (cell site simulators)

Dear Ms. Barrientos:

Receipt of your letter dated April 25, 2017, appealing the denial of certain requests contained in your Freedom of Information (FOIL) June 2, 2015 requests is acknowledged. Specifically, your June 2, 2015 FOIL request sought, *inter alia*, certain records relating to the acquisition and use of cell site simulators for the time period of January 1, 2012 to May 31, 2015. Thereafter on March 27, 2017, we advised that such request was denied as such records concern “non-routine investigative techniques or procedures, thus exempt from disclosure pursuant to NYS Public Officers Law ("POL") §87(2)(e)(iv).

In light of your April 25th correspondence, the Department has had an opportunity to review your request and the denial that ensured. Upon such review, we have reconsidered our position and have granted your request *in part* as follows.

**Request 15: records related to the PD’s acquisition of cell site simulators.**

Enclosed please find the following documents responsive to your request.

- Purchase Order POPD12000459/Requisition RQPD12000221
- Purchase Order POPD13000549/ Requisition RQPD13000352
- Purchase Order POPD13000572/ Requisition RQPD13000311
- Purchase Order POPD14000566/ Requisition RQPD14000069

Please be advised that such records have been redacted to shield certain information of the equipment purchased by the Department as the release of such information would reveal non-routine investigative techniques/procedures, and further, interfere or jeopardize certain investigations and/or prosecutions. *See POL §87(2)(e)(i), (e)(ii) and (e)(iv).*

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The County of Nassau (hereinafter called the County) represented by the Director, Office of Purchasing (hereinafter called the Director), and the individual, partnership, joint venture or corporation named above (hereinafter called the contractor) mutually agree to perform this contract in strict accordance with the general provisions attached hereto and the specifications, terms and conditions contained herein.

DISCOUNT TERMS: 0% NET 30

Payment: A CERTIFIED INVOICE, OR A COUNTY CLAIM FORM TO WHICH THE INVOICE IS ATTACHED, SHALL BE SUBMITTED IN ARREARS, DIRECTLY TO THE USING AGENCY, SUPPORTED BY VOUCHERS SIGNED BY AGENCY PERSONNEL ATTESTING TO THE SATISFACTORY COMPLETION OF THE REQUIRED SERVICES AS SPECIFIED.

IF A CLAIM VOUCHER IS NOT BEING SUBMITTED, THE FOLLOWING CERTIFICATION MUST APPEAR ON THE INVOICE:

I HEREBY CERTIFY THAT ALL ITEMS OR SERVICES WERE DELIVERED OR RENDERED AS SET FORTH IN THIS CLAIM; THAT THE PRICES CHARGED ARE IN ACCORDANCE WITH THE REFERENCED PURCHASE ORDER, DELIVERY ORDER OR CONTRACT, THAT THE CLAIM IS JUST, TRUE AND CORRECT; THAT THE BALANCE STATED HEREIN IS ACTUALLY DUE AND OWING AND HAS NOT BEEN PREVIOUSLY CLAIMED; THAT NO

<< CONTINUED, NEXT PAGE >>
TAXES FROM WHICH THE COUNTY IS EXEMPT ARE INCLUDED; AND THAT ANY AMOUNTS CLAIMED FOR DISBURSEMENTS HAVE ACTUALLY AND NECESSARILY BEEN MADE.

CLAIMANT NAME                      DATE

BY (SIGNATURE)                     TITLE

** CLAIM VOUCHERS OR CERTIFIED INVOICES NOT PROPERLY COMPLETED WILL**
** BE RETURNED TO YOU UNPAID.**************************************************

Contractor shall retain complete and accurate records and documents related to this Agreement for six (6) years following the later of termination or final payment. Such records shall at all times be available for audit and inspection by the County.

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

Appendix E:

Equal Employment Opportunities For Minorities and Women

The provisions of this Appendix E are hereby made a part of the

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document to which it is attached.

The Contractor shall comply with all federal, state & local statutory constitutional anti-discrimination provisions. In addition, Local Law No.14-2002, entitled "Participation by Minority Group Members & Women in Nassau County Contracts", governs all County Contracts as defined by such title & solicitations for bids or proposals for County Contracts. In accordance with Local Law No.14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations & rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written 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 advertisement for employees, that in the performance of the County Contract, all qualified applicants will be afforded equal employment opportuni-

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ties 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 enter-
prises ("Certified M/WBE's") as defined in Section 101 of Local Law
No. 14-2002 including the granting of Subcontracts.

(e) The contractor shall, in its advertisements and solicita-
tions for Subcontractors, indicate its interest in receiving bids
from Certified M/WBE's and the requirement that Subcontractors must
be equal opportunity employers.

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

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

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

(1) 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.

(2) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractors' fulfillment of Best Efforts to obtain participation by Certified M/WBE's.

(3) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant is considered breach of the County Contract.

(1) The Contractor shall be bound by the provisions of Section 109 of Local Law No.14-2002 providing for the enforcement of violations as follows:

(a) Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No.14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No.14-2002, the Executive Director will try to resolve << CONTINUED, NEXT PAGE >>
the matter.
(b) If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
(c) Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the impositions of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended, impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested.
The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law rules ("CPLR").
(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each subcontractor and shall complete all forms provided by the Executive Director or Depart-
ment Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

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

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

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

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

As used in this Appendix EE the following term meanings shall apply:

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

"County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of

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twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or any other securities.

"County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

"County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

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

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notice and magazines,

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

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation.

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their best efforts regarding their bid documents.

"Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (1) of these rules.

"Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

"Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies.

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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.

AUTHORITY: NEW YORK STATE COMPTROLLER’S OPINION # 83-67
AND FAXHD QUOTE OF 05/22/2012 # Q256779-03239_.
**REQUISITION**

SQUED12000221  15/MAY/2017

**VENDOR:**  
HARRIS CORP.  
PO BOX 9600  
MELBOURNE  
FL 32902-9600  
TEL: (800)356-5297  
FAX: (321)309-1427

**REQUISITIONER:**  
DD POLICE DEPARTMENT  
ELECTRONICS SQUAD  
1255 NEWBRIDGE ROAD  
BELLMORE  
NY 11710  
DEP.VAN SLYCK/CR19/8900-203  
TEL: (516)573-9030  
FAX: ( ) -

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NASSAU Doc Pro 000815
REQUISITION

RQWD12000221 15/MAY/2017

VENDOR:
HARRIS CORP.
PO BOX 9800
MELBOURNE FL 32902-9800
TEL: (800) 358-5297
FAX: (321) 309-1437

REQUISITIONER:
PD POLICE DEPARTMENT
ELECTRONIC SQUAD
1265 NESTLIDGE ROAD
BALLYMORE NY 11710
DRE. VAN SLYCK/C31/8900-203
TEL: (516) 573-8030
FAX: ( )

ESTIMATED TOTAL: 96,000.00

NASSAU Doc Pro 000817
REQUISITION

REQUISITION

NQPL2000221 15/MAY/2017

REQUISITIONER:
PD POLICE DEPARTMENT
ELECTRONICS SQUAD
1255 NEWBRIGHTON ROAD
BELMONT NY 11710
DUP. VAN SLYCK/C/19/6200-203
TEL: (516) 573-8030
FAX: ( ) -

VENDOR:
HARRIS CORP.
PO BOX 9800
MELBOURNE FL 32902-9800
TEL: (321) 399-5297
FAX: (321) 399-1437

PO BOX 9800 ELECTRONICS SQUAD
1255 NEWBRIGHTON ROAD
BELMONT NY 11710
DUP. VAN SLYCK/C/19/6200-203
TEL: (516) 573-8030
FAX: ( ) -
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WORK TO BE PERFORMED FOR: POLICE DEPARTMENT
ELECTRONICS SQUAD
1255 NEWBRIDGE ROAD
BELLMORE, N.Y. 11710

PAYMENT: A CERTIFIED INVOICE, OR A COUNTY CLAIM FORM TO WHICH THE
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INVOICE IS ATTACHED, SHALL BE SUBMITTED IN ADDITION, DIRECTLY TO THE USING AGENCY, SUPPORTED BY VOUCHERS SIGNED BY AGENCY PERSONNEL ATTRIBUTING TO THE SATISFACTORY COMPLETION OF THE REQUIRED SERVICES AS SPECIFIED.

*** VENDOR CLAIM CERTIFICATION ***

If a claim voucher is not being submitted, the following certification must appear on the invoice:

I HEREBY CERTIFY THAT ALL ITEMS OR SERVICES WERE DELIVERED OR RENDERED AS SET FORTH IN THIS CLAIM; THAT THE PRICES CHARGED ARE IN ACCORDANCE WITH THE REFERENCED PURCHASE ORDER, DELIVERY ORDER OR CONTRACT, THAT THE CLAIM IS JUST, TRUE AND CORRECT; THAT THE BALANCE STATED HEREIN IS ACTUALLY DUE AND OWING AND HAS NOT BEEN PREVIOUSLY CLAIMED; THAT NO TAXES FROM WHICH THE COUNTY IS EXEMPT ARE INCLUDED; AND THAT ANY AMOUNTS CLAIMED FOR DISBURSEMENTS HAVE ACTUALLY AND NECESSARILY BEEN MADE.

CLAIMANT NAME ___________________________ DATE __________

** CLAIRM VOUCHERS OR CERTIFIED INVOICES NOT PROPERLY COMPLETED WILL BE RETURNED TO YOU UNPAID.************************************************************

Contractor shall retain complete and accurate records and documents related to this agreement for six (6) years following the later of termination or final payment. Such records shall at all times be available for audit and inspection by the County.

Governing Law - Consent to Jurisdiction and Venue; Governing Law.

Unless otherwise specified in this Agreement or required by Law,

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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.

Appendix EE:

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

(d) The Contractor shall make Best Efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBE's") as defined in Section 101 of Local Law No. 14-2002 including the granting of Subcontracts.

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

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

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent

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feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan and additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractors' fulfillment of Best Efforts to obtain participation by Certified M/WBE's.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such

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records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant is considered breach of the County Contract.

(1) The Contractor shall be bound by the provisions of Section 109 of Local Law No.14-2002 providing for the enforcement of violations as follows:

(a) Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No.14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No.14-2002, the Executive Director will try to resolve the matter.

(b) If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

(c) Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the impositions of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended, impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and

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recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested.

The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law rules ("CVR").

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

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

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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

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County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

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

As used in this Appendix EE the following terms meanings shall apply:

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

"County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or any other securities.

"County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than...
the County, whether a contractor, licensor, licensees or any other party, that is (i) party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

"County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

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

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the 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.

<< CONTINUED, NEXT PAGE >>
c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation.

d. Proof or affidavit that M/WBE subcontractors were allowed to review the bid specifications, blueprints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the time frame of the County Contract.

f. Proof or affidavit that negotiations were held in Best Efforts with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation.

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation.

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

<< CONTINUED, NEXT PAGE >>
"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 (j) of these rules.

"Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

"Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

AUTHORITY: NEW YORK STATE COMPTROLLER'S OPINION # 83-67

AND FAXED QUOTE OF 03/19/2013 # QTR6772-03063
**REQUISITION**

**REQUISITIONER:**
FD POLICE DEPARTMENT
ELECTRONICS SQUAD
1255 NEWBRIDGE ROAD
BELMONT NY 11710

**VENDOR:**
HARRIS CORP.
PO BOX 9800
MELBOURNE FL 32902-9800

**TELEPHONE:** (866) 358-5297
**FAX:** (321) 309-1437

**ITEM** | **DESCRIPTION** | **QTY/ U/M** | **UNIT COST** | **TOTAL**
--- | --- | --- | --- | ---
001 | COVERT SURVEILLANCE EQUIPMENT - AUDIO/VISUAL HARRIS HAILSTORM SOFTWARE PART # HLS-SW | 1.00 EA | 20,000.00 | 20,000.00

002 | CLASSES/SEMINARS/WORKSHOPS, NOT FOR CREDIT HARRIS TRAINING EAST COAST PART # TRAIN-EC-SW-TRAINING | 1.00 EA | 6,000.00 | 6,000.00

**ESTIMATED TOTAL:** 26,000.00
REQUISITION

HQDI30000352  18/MAY/2017

VENDOR:
HARRIS CORP.
PO BOX 9800

MELBOURNE FL 32902-9800

TEL: (300)358-5297
FAX: (321)309-1437

REQUISITIONER:
PD POLICE DEPARTMENT
ELECTRONICS SQUAD
1255 NEWBRIDGE ROAD
BRIARCLIFF MANOR NY 11710

DET.PER/CHR/8900-203
TEL: (516)573-8030
FAX: ( ) -
The County of Nassau (hereinafter called the County) represented by the Director, Office of Purchasing (hereinafter called the Director), and the individual, partnership, joint venture or corporation named above (hereinafter called the Contractor) mutually agree to perform this contract in strict accordance with the general provisions attached hereto and the specifications, terms and conditions contained herein.
PAYMENT: A CERTIFIED INVOICE, OR A COUNTY CLAIM FORM TO WHICH THE Invoice IS ATTACHED, SHALL BE SUBMITTED IN ARREARS, DIRECTLY TO THE USING AGENCY, SUPPORTED BY VOUCHERS SIGNED BY AGENCY PERSONNEL ATTESTING TO THE SATISFACTORY COMPLETION OF THE REQUIRED SERVICES AS SPECIFIED.

* * * * * * * * VENDOR CLAIM CERTIFICATION * * * * * * * *

IF A CLAIM VOUCHER IS NOT BEING SUBMITTED, THE FOLLOWING CERTIFICATION MUST APPEAR ON THE INVOICE:

I HEREBY CERTIFY THAT ALL ITEMS OR SERVICES WERE DELIVERED OR RENDERED AS SET FORTH IN THIS CLAIM; THAT THE PRICES CHARGED ARE IN ACCORDANCE WITH THE REFERENCED PURCHASE ORDER, DELIVERY ORDER OR CONTRACT, THAT THE CLAIM IS JUST, TRUE AND CORRECT; THAT THE BALANCE STATED HEREIN IS ACTUALLY DUE AND OWEN AND HAS NOT BEEN PREVIOUSLY CLAIMED; THAT NO TAXES FROM WHICH THE COUNTY IS EXEMPT ARE INCLUDED; AND THAT ANY AMOUNTS CLAIMED FOR DISBURSEMENTS HAVE ACTUALLY AND NECESSARILY BEEN MADE.

CLAIMANT NAME

DATE

BY (SIGNATURE)

TITL

*** CLAIM VOUCHERS OR CERTIFIED INVOICES NOT PROPERLY COMPLETED WILL**

*** BE RETURNED TO YOU UNEPAID.**************************************************************************

******************************************************************************

Appendix EE:
Equal Employment Opportunities For Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.
The Contractor shall comply with all federal, state & local statutory

<< CONTINUED, NEXT PAGE >>
constititional anti-discrimination provisions. In addition, Local Law
No.14-2002, entitled "Participation by Minority Group Members &
Women in Nassau County Contracts", governs all County Contracts as defined
by such title & solicitations for bids or proposals for County
Contracts. In accordance with Local Law No.14-2002:

(a) The Contractor shall not discriminate against employees
or applicants for employment because of race, creed, color, national
origin, sex, age, disability or marital status in recruitment, employ-
ment, job assignments, promotions, upgradings, demotions, transfers,
layoffs, terminations & rates of pay or other forms of compensation.
The Contractor will undertake or continue existing programs related
to recruitment, employment, job assignments, promotions, upgradings,
transfers and rates of pay or other forms of compensation to ensure
that minority group members and women are afforded equal employment
opportunities without discrimination.

(b) At the request of the County contracting agency, the
Contractor shall request each employment agency, labor union or
authorized representative of workers with which it has a collective
bargaining or other agreement or understanding, to furnish a written
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 advertise-
ments for employees, that, in the performance of the County Contract,
all qualified applicants will be afforded equal employment opportuni-
ties without discrimination because of race, creed, color, national
origin, sex, age, disability or marital status.

<< CONTINUED, NEXT PAGE >>
(d) The Contractor shall make Best Efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBE's") as defined in Section 101 of Local Law No. 14-2002 including the granting of Subcontracts.

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

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

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

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

<< CONTINUED, NEXT PAGE >>
Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit documentation.

1. 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.

2. Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor’s Subcontracts and Contractors’ fulfillment of Best Efforts to obtain participation by Certified M/WBE’s.

3. A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant is considered breach of the County Contract.

4. The Contractor shall be bound by the provisions of Section 109 of Local Law No.14-2002 providing for the enforcement of violations as follows:

   a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No.14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No.14-2002, the Executive Director will try to resolve the matter.

   b. If efforts to resolve such matter to the satisfaction
of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

(c) Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the impositions of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended, impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested.

The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law rules ("CPLR").

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

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

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

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

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

As used in this Appendix EE the following terms meanings shall apply:

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

"County Contract" shall mean (i) a written agreement or purchase 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 removal of real property and improvements thereon. However, the term “County Contract” does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or any other securities.

“County Contractor” means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

“County Contractor” shall mean a person or firm who will manage and be responsible for an entire contracted project.

“Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises” shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having

<< CONTINUED, NEXT PAGE >>
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 the bid specifications, blueprints 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 on to the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the time frame of the County Contract.

f. Proof or affidavit that negotiations were held in Best Efforts with interested M/WBEs, and that M/WBEs were not rejected as

<< CONTINUED, NEXT PAGE >>
unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation.

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation.

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

"Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

"Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

"Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to

<< CONTINUED, NEXT PAGE >>
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. Contractor shall retain complete and accurate records and documents related to this Agreement for six (6) years following the later of termination or final payment. Such records shall at all times be available for audit and inspection by the County.

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

AUTHORITY: NEW YORK STATE COMPTROLLER'S OPINION # 83-67
AND FAXED QUOTE OF 01/15/2013 # QTE6779-03859

---

REPRINT OF PREVIOUSLY ISSUED PURCHASE ORDER
**REQUISITION**

**REQ#:** 13000311  **DATE:** 15/MAY/2017

**VENDEE:**
HARRIS CORP.
PO BOX 9800
MELBOURNE, FL 32902-9800
TEL: (800)358-5297
FAX: (321)309-1437

**REQUISITIONER:**
PD POLICE DEPARTMENT
ELECTRONICS SQUAD
1255 NEWBRIDGE ROAD
BELLMORE, NY 11710
TEL: (516)573-8030
FAX: (516)573-8030

**ITEM DESCRIPTION**

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**EStIMATED TOTAL:** 87,500.00
REQUISITION

RQPD13000011 15/MAY/2017

REQUISITIONER:
NASSAU POLICE DEPARTMENT
ELECTRONICS SQUAD
1255 NEWBRIDGE ROAD
BELLMORE, NY 11710
TTEL: (516) 973-8030
FAX: ( ) -

VENDOR:
HARRIS CORP.
PO BOX 8900
MELBOURNE, FL 32902-9800
TTEL: (800) 359-8297
FAX: (321) 309-1437
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COVERT SURVEILLANCE EQUIPMENT - AUDIO/VISUAL

AJX-AH-UP
AMBERJACK TO ARROWHEAD UPGRADE

COVERT SURVEILLANCE EQUIPMENT - AUDIO/VISUAL

HAI-LSTORM SOFTWARE; INCLUDED IN COST OF UPGRADE IS ITEM #2099523-101

LAPTOP PC, AND ITEM #HLS-GSM-SW HAI-LSTORM GSM SOFTWARE

HAI-LSTORM SOFTWARE; INCLUDED IN COST OF UPGRADE IS ITEM #HLS-Cdma-SW

HAI-LSTORM CDMA SOFTWARE

DISCOUNT TERMS: 0% NET 30

TERMS:
THE COUNTY OF NASSAU (HEREINAPRER CALLED THE COUNTY) REPRESENTED BY
THE DIRECTOR, OFFICE OF PURCHASING (HEREINAPRER CALLED THE DIRECTOR),
AND THE INDIVIDUAL, PARTNERSHIP, JOINT VENTURE OR CORPORATION NAMED
ABOVE (HEREINAPRER CALLED THE CONTRACTOR) MUTUALLY AGREE TO PERFORM
THIS CONTRACT IN STRICT ACCORDANCE WITH THE GENERAL PROVISIONS ATTACHED
HERETO AND THE SPECIFICATIONS, TERMS AND CONDITIONS CONTAINED HEREIN.
REPRINT OF PREVIOUSLY ISSUED PURCHASE ORDER

WORK TO BE PERFORMED FOR: POLICE DEPARTMENT
ELECTRONICS SQUAD
1255 NEWBRIDGE RD
BELLMORE N. Y. 11710

CALL DETECTIVE ROBERT LAW AT (516) 573-8030 24 HRS BEFORE STARTING WORK.

PAYMENT: A CERTIFIED INVOICE, OR A COUNTY CLAIM FORM TO WHICH THE INVOICE IS ATTACHED, SHALL BE SUBMITTED IN ARREARS, DIRECTLY TO THE USING AGENCY, SUPPORTED BY VOUCHERS SIGNED BY AGENCY PERSONNEL ATTESTING TO THE SATISFACTORY COMPLETION OF THE REQUIRED SERVICES AS SPECIFIED.

** ** ** ** ** VENDOR CLAIM CERTIFICATION ** ** ** ** ** **

IF A CLAIM VOUCHER IS NOT BEING SUBMITTED, THE FOLLOWING CERTIFICATION MUST APPEAR ON THE INVOICE:

I HEREBY CERTIFY THAT ALL ITEMS OR SERVICES WERE DELIVERED OR RENDERED AS SET FORTH IN THIS CLAIM; THAT THE PRICES CHARGED ARE IN ACCORDANCE WITH THE REFERENCED PURCHASE ORDER, DELIVERY ORDER OR CONTRACT, THAT THE CLAIM IS JUST, TRUE AND CORRECT; THAT THE BALANCE STATED HEREIN IS ACTUALLY DUE AND OWING AND HAS NOT BEEN PREVIOUSLY CLAIMED; THAT NO TAXES FROM WHICH THE COUNTY IS EXEMPT ARE INCLUDED; AND THAT ANY AMOUNTS CLAIMED FOR DISBURSEMENTS HAVE ACTUALLY AND NECESSARILY BEEN MADE.

CLAIMANT NAME

DAYS

BY [SIGNATURE] TITLES

** ** CLAIM VOUCHERS OR CERTIFIED INVOICES NOT PROPERLY COMPLETED WILL **

<< CONTINUED, NEXT PAGE >>
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
constitutional anti-discrimination provisions. In addition, Local Law
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in Nassau County Contracts", governs all County Contracts as defined
by such title & solicitations for bids or proposals for County
Contracts. In accordance with Local Law No. 14-2002:

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or applicants for employment because of race, creed, color, national
origin, sex, age, disability or marital status in recruitment, employment,
job assignments, promotions, upgradings, demotions, transfers,
layoffs, terminations & rates of pay or other forms of compensation.
The Contractor will undertake or continue existing programs related
to recruitment, employment, job assignments, promotions, upgradings,
transfers and rates of pay or other forms of compensation to ensure
that minority group members and women are afforded equal employment
opportunities without discrimination.

(b) At the request of the County contracting agency, the
Contractor shall request each employment agency, labor union or
authorized representative of workers with which it has a collective
bargaining or other agreement or understanding, to furnish a written
statement that such employment agency, union or representative will
not discriminate on the basis of race, creed, color, national origin,
sex, age, disability or marital status and that such employment agency
labor union or representative will affirmatively cooperate in the
implementation of the contractor's obligations herein.

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

(d) The Contractor shall make Best Efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBE's") as defined in Section 101 of Local Law No.14-2002 including the granting of Subcontracts.

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

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

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

<< CONTINUED, NEXT PAGE >>
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 Contractors fulfillment of Best Efforts to obtain participation by Certified M/WBE's.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix II, evidence of false certification as M/WBE compliant is considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for the enforcement of violations as follows:

<< CONTINUED, NEXT PAGE >>
(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 E or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

(b) If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

(c) Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the impositions of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended, impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, 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 determina-
(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

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

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

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

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

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An used in this Appendix EE the following term meanings shall apply:

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

"County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or any other securities.

"County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

"County Contractor" shall mean a person or firm who will

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manage and be responsible for an entire contracted project.

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

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the 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 the bid specifications, blue prints and all other bid/RFQ
related items at no charge to the M/WBEs, other than reasonable
documentation costs incurred by the County Contractor that are
passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making
award was allowed for M/WBEs to participate effectively, to the
extent practicable given the time frame of the County Contract.

f. Proof or affidavit that negotiations were held in Best Efforts
with interested M/WBEs, and that M/WBEs were not rejected as
unqualified or unacceptable without sound business reasons based
on (1) a thorough investigation of M/WBE qualifications and
capabilities reviewed against industry custom and standards and
(2) cost of performance. The basis for rejecting any M/WBE deemed
unqualified by the County Contractor shall be included in
the Best Effort Documentation.

gh. If an M/WBE is rejected based on cost, the County Contractor
must submit a list of all sub-bidders for each item of work
solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by
the County Contractor must also be included with the Best Effort
Documentation.

i. County Contractors may include any other type of documentation
they feel necessary to further demonstrate their Best Efforts
regarding their bid documents.

"Executive Director" shall mean the Executive Director of the
Nassau County Office of Minority Affairs; provided, however, that
Executive Director shall include a designee of the Executive
Director except in the case of final determinations issued pursuant
to Section (a) through (l) of these rules.

"Subcontract" shall mean an agreement consisting of part or
<< CONTINUED, NEXT PAGE >>
parts of the contracted work of the County Contractor.

"Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required. CONTRACTOR SHALL RETAIN COMPLETE AND ACCURATE RECORDS AND DOCUMENTS RELATED TO THIS AGREEMENT FOR SIX (6) YEARS FOLLOWING THE LATER OF TERMINATION OR FINAL PAYMENT. SUCH RECORDS SHALL AT ALL TIMES BE AVAILABLE FOR AUDIT AND INSPECTION BY THE COUNTY.

GOVERNING LAW - COURT OF 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

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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.

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**REQUISITION**

RQPD14000069  15/MAY/2017

**VENDOR:**
HARRIS CORP.
PO BOX 9800
MELBOURNE, FL 32902-9800
TEL: (800)358-5297
FAX: (321)309-1427

**REQUISITIONER:**
FD POLICE DEPARTMENT ELECTRONICS SQUAD
1285 NORTHERN ROAD
NASSAU, NY 11710
DET-LEV/CR10/6900-203
TEL: (516)573-8030
FAX: ( )

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REQUISITION

RQPD14000069  15/MAY/2017

VENDOR:
MARKS CORP.
PO BOX 9800
MELBOURNE, FL  32902-9800
TEL: (800) 388-5297
FAX: (321) 309-1437

REQUISITIONER:
PD POLICE DEPARTMENT
ELECTRONICS SQUAD
1255 MERRICK RD
BELLMORE, NY 11710
TEL: (516) 573-8020
FAX: (516) 573-8020

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ESTIMATED TOTAL: 269,664.00
REQUISITION

RQP14000069  15/MAY/2017

REQUISITIONER:
PD  POLICE DEPARTMENT
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1235 NEWBRIDGE ROAD
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