

Nassau County



Police Department

EDWARD P. MANGANO
COUNTY EXECUTIVE

1490 Franklin Avenue
Mineola, New York 11501
(516) 573-8800

THOMAS C. KRUMPTER
ACTING COMMISSIONER

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 ensued. 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).

DET.VAN SLYCK/CR19/8900-203
ELECTRONICS SQUAD
1255 NEWBRIDGE ROAD
BELLMORE NY 11710

POPD12000459
15/MAY/2017
S/P PP&A

#340276860
HARRIS CORP.
PO BOX 9800

31/MAY/ 12

MELBOURNE FL 32902-9800
ATTN:
TEL: 800 358 5297
FAX: 321 309 1437

ANTHONY PARISI
TEL: 516 571 4200

PURCHASE ORDER HAS BEEN CLOSED

001	920-46	3.00	EA	4,000.0000	12,000.00
SOFTWARE UPDATING/SUBSCRIPTION SERVICES					
HARRIS - SOFTWARE UPGRADES FOR KINGFISH					
PART# MT-KF					
002	920-46	3.00	EA	2,000.0000	6,000.00
SOFTWARE UPDATING/SUBSCRIPTION SERVICES					
HARRIS - SOFTWARE UPGRADES FOR HARPOON					
PART# MTHARE					
003	920-46	3.00	EA	2,000.0000	6,000.00
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005	920-46	3.00	EA	22,000.0000	66,000.00
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PART# MT-SR					

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DISCOUNT TERMS: 0% NET 30

TERMS:

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.

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

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

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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.

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Appendix EE:
Equal Employment Opportunities For Minorities and Women

The provisions of this Appendix EE are hereby made a part of the
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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 advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunity.

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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 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

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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 EE, evidence of false certification as M/WBE compliant is considered breach of the County Contract.

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

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

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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/notices 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 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/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 FAXED QUOTE OF 05/22/2012 # QTE6779-03239_.

DOCUMENT TOTAL: 96,000.00

NASSAU Doc Pro 000814

REQUISITION

RQPD12000221 15/MAY/2017

VENDOR:
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REQUISITIONER:

PD POLICE DEPARTMENT

ELECTRONICS SQUAD

1255 NEWBRIDGE ROAD

BELLMORE

NY 11710

DET.VAN SLYCK/CR19/8900-203

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FAX: () -

ITEM	DESCRIPTION	QTY	U/M	UNIT COST	TOTAL	
001	920-46 SOFTWARE UPDATING/SUBSCRIPTION SERVICES HARRIS - SOFTWARE UPGRADES FOR KINGFISH PART# MT-KF	3.00	EA	4,000.0000	12,000.00	
002	920-46 SOFTWARE UPDATING/SUBSCRIPTION SERVICES HARRIS - SOFTWARE UPGRADES FOR HARPOON PART# MUHARF	3.00	EA	2,000.0000	6,000.00	
003	920-46 SOFTWARE UPDATING/SUBSCRIPTION SERVICES HARRIS - SOFTWARE UPGRADES FOR HARPOONS PART# MT-HARF	3.00	EA	2,000.0000	6,000.00	
004	920-46 SOFTWARE UPDATING/SUBSCRIPTION SERVICES HARRIS - SOFTWARE UPGRADES FOR HARPOONS PART# MT-HARF	3.00	EA	2,000.0000	6,000.00	
005	920-46 SOFTWARE UPDATING/SUBSCRIPTION SERVICES HARRIS - SOFTWARE UPGRADES FOR STINGRAY PART# MT-SR	3.00	EA	22,000.0000	66,000.00	

PAGE: 1

REQUISITION

RQPD12000221 15/MAY/2017

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ESTIMATED TOTAL: 96,000.00

PAGE: 2

REQUISITION

RQPD12000221 15/MAY/2017

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REPRINT OF PREVIOUSLY ISSUED PURCHASE ORDER

001	840-84-000-000	1.00	LOT	20,000.0000	20,000.00
COVERT SURVEILLANCE EQUIPMENT - AUDIO/VISUAL					

HARRIS HALLSTORM SOFTWARE
PART # HLS-SW

002	924-60	1.00	LOT	6,000.0000	6,000.00
CLASSES/SEMINARS/WORKSHOPS, NOT FOR CREDIT					

HARRIS TRAINING EAST COAST
PART # TRAIN-EC-SW-TRAINING

DISCOUNT TERMS: 0% NET 30

TERMS:

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.

WORK TO BE PERFORMED FOR: POLICE DEPARTMENT
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PAYMENT: A CERTIFIED INVOICE, OR A COUNTY CLAIM FORM TO WHICH THE
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REPRINT OF PREVIOUSLY ISSUED PURCHASE ORDER

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

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,

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DET.FERER/CR17/8900-203
ELECTRONICS SQUAD
1255 NEWBRIDGE ROAD
BELLMORE NY 11710

FORD13000549
15/MAY/2017
S/F PF&A

#340276860
HARRIS CORP.
PO BOX 9800

30/JUL/ 13

MELBOURNE FL 32902-9800
ATP:
TEL: 800 358 5297
FAX: 321 309 1437

ANTHONY FARISI
TEL: 516 571 4200

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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:

Equal Employment Opportunities For Minorities and Women
.....

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

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

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

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(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

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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 ("CPLR").

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

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

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

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this

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REPRINT OF PREVIOUSLY ISSUED PURCHASE ORDER

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 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

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the County, whether a contractor, licensor, licensee or any other party, that is (i) party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

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

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

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

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

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

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

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

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

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

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

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"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 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 # QTE6779-03863

DOCUMENT TOTAL: 26,000.00

NASSAU Doc Pro 000830

REQUISITION

RQPD13000352 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
ELECTRONICS SQUAD

1255 NEWBRIDGE ROAD

BELLMORE

NY 11710

DET. FERER/CR17/8900-203

TEL: (516) 573-8030

FAX: () -

ITEM	DESCRIPTION	QTY	U/M	UNIT COST	TOTAL	
001	840-84-000-000 COVERT SURVEILLANCE EQUIPMENT - AUDIO/VISUAL HARRIS HAILSTORM SOFTWARE PART # HLS-SW	1.00	EA	20,000.0000	20,000.00	
002	924-60 CLASSES/SEMINARS/WORKSHOPS, NOT FOR CREDIT HARRIS TRAINING EAST COAST PART # TRAIN-EC-SW-TRAINING	1.00	EA	6,000.0000	6,000.00	

ESTIMATED TOTAL: 26,000.00

REQUISITION

RQPD13000352 15/MAY/2017

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FL 32902-9800

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BELLMORE

NY 11710

DET. FERER/CR17/8900-203

TEL: (516)573-8030

FAX: () -

DET. FERER/CR14/8900-216
ELECTRONICS SQUAD
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DEST

#340276860
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PO BOX 9800

29/OCT/ 13

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001	840-84-000-000	1.00	LOT	72,000.0000	72,000.00
	COVERT SURVEILLANCE EQUIPMENT - AUDIO/VISUAL				

HARRIS STING RAY TO HAILSTORM UPGRADE W/LAPTOP PC
PART # SRAY-HLS-UP
LAPTOP PART # 20009523-101

002	840-84-000-000	1.00	LOT	15,500.0000	15,500.00
	COVERT SURVEILLANCE EQUIPMENT - AUDIO/VISUAL				

HARRIS HARPOON PA KIT UPGRADE
PART # HARPOON-UP

DISCOUNT TERMS: 0% NET 30

TERMS:

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.

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

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DET.FERER/CR14/8900-216
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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 DATE

BY (SIGNATURE) TITLE

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

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(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.

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

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

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

(b) If efforts to resolve such matter to the satisfaction
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DET.FERER/CR14/8900-216
ELECTRONICS SQUAD
1255 NEWBRIDGE ROAD
BELLMORE

NY 11710

POPD13000572
15/MAY/2017

DEST

#340276860
HARRIS CORP.
PO BOX 9800

29/OCT/ 13

ANTHONY PARISI
TEL: 516 571 4200

MELBOURNE FL 32902-9800

ATT:

TEL: 800 358 5297

FAX: 321 309 1437

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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.

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

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

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

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

As used in this Appendix EE the 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

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

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

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

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

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

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DET.FERRER/CRI4/8900-216
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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/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

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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

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DET.FERER/CR14/8900-216
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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

REQUISITION

RQFD13000311 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
 ELECTRONICS SQUAD
 1255 NEWBRIDGE ROAD
 BELLMORE NY 11710
 DET. FERER/CR14/8900-216
 TEL: (516) 573-8030
 FAX: () -

ITEM	DESCRIPTION	QTY	U/M	UNIT COST	TOTAL	
001	840-84-000-000 COVERT SURVEILLANCE EQUIPMENT - AUDIO/VISUAL HARRIS STING RAY TO HAILSTORM UPGRADE W/LAPTOP PC PART # SRAY- -HLS-UP LAPTOP PART # 20009523-101	1.00	EA	72,000.0000	72,000.00	
002	840-84-000-000 COVERT SURVEILLANCE EQUIPMENT - AUDIO/VISUAL HARRIS HARPOON PA KIT [REDACTED] UPGRADE PART # HARPOON-[REDACTED]-UP	1.00	EA	15,500.0000	15,500.00	

ESTIMATED TOTAL: 87,500.00

PAGE: 1

REQUISITION

RQPDJ3000311 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
ELECTRONICS SQUAD
1255 NEWBRIDGE ROAD
BELLMORE NY 11710
DET.FERER/CR14/8900-216
TEL:(516)573-8030
FAX:() -

DET. LAW/CR10/8900-203
ELECTRONICS SQUAD
1255 NEWBRIDGE ROAD
BELLMORE NY 11710

POPD14000566
15/MAY/2017
DEST

#340276860
HARRIS CORP.
PO BOX 9800

31/DEC/ 14

TIM FUNARO
TEL: 516 571 7720

MELBOURNE FL 32902-9800
ATT:
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FAX: 321 309 1437

REPRINT OF PREVIOUSLY ISSUED PURCHASE ORDER

001	840-84-000-000	1.00	EA	139,511.0000	139,511.00
	COVERT SURVEILLANCE EQUIPMENT - AUDIO/VISUAL				
	KEF --HLS-UP KINGFISH TO HALLSTORM UPGRADE PRICING BASED ON GSA CONTRACT NUMBER GS-35F-0283J				
002	840-84-000-000	1.00	EA	16,915.0000	16,915.00
	COVERT SURVEILLANCE EQUIPMENT - AUDIO/VISUAL				
	HARPOON-PA-KIT- HARPOON PA KIT - PRICING BASED ON GSA CONTRACT NUMBER GS-35F-0283J				
003	840-84-000-000	1.00	EA	18,419.0000	18,419.00
	COVERT SURVEILLANCE EQUIPMENT - AUDIO/VISUAL				
	HARPOON- HARPOON PA KIT - PRICING BASED ON GSA CONTRACT NUMBER GS-35F-0283J				
004	840-84-000-000	1.00	EA	18,419.0000	18,419.00
	COVERT SURVEILLANCE EQUIPMENT - AUDIO/VISUAL				
	HARPOON- HARPOON PA KIT - PRICING BASED ON GSA CONTRACT NUMBER GS-35F-0283J				

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REPRINT OF PREVIOUSLY ISSUED PURCHASE ORDER

005	840-84-000-000	1.00	EA	34,400.0000	34,400.00
	COVERT SURVEILLANCE EQUIPMENT - AUDIO/VISUAL				
	AJX-AH-UP AMBERJACK TO ARROWHEAD UPGRADE				
006	840-84-000-000	1.00	EA	22,000.0000	22,000.00
	COVERT SURVEILLANCE EQUIPMENT - AUDIO/VISUAL				
	HLS-SW HAILSTORM SOFTWARE; INCLUDED IN COST OF UPGRADE IS ITEM #2009523-101 LAPTOP PC, AND ITEM #HLS-GSM-SW HAILSTORM GSM SOFTWARE				
007	840-84-000-000	1.00	EA	20,000.0000	20,000.00
	COVERT SURVEILLANCE EQUIPMENT - AUDIO/VISUAL				
	HLS-SW HAILSTORM SOFTWARE; INCLUDED IN COST OF UPGRADE IS ITEM #HLS-CDMA-SW HAILSTORM CDMA SOFTWARE				

DISCOUNT TERMS: 0% NET 30

TERMS:

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 ATTACH-
ED HERETO AND THE SPECIFICATIONS, TERMS AND CONDITIONS CONTAINED HERE-
IN.

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DET.LAW/CR10/8900-203
ELECTRONICS SQUAD
1255 NEWBRIDGE ROAD
BELLMORE NY 11710

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15/MAY/2017

DEST

#340276860
HARRIS CORP.
PO BOX 9800

31/DEC/ 14

TIM FUNARO
TEL: 516 571 7720

MELBOURNE FL 32902-9800
ATT:
TEL: 800 358 5297
FAX: 321 309 1437

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.....
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 DATE

BY (SIGNATURE) TITLE

*** CLAIM VOUCHERS OR CERTIFIED INVOICES NOT PROPERLY COMPLETED WILL**
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DEF.LAW/CR10/8900-203
ELECTRONICS SQUAD
1255 NEWBRIDGE ROAD
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*** BE RETURNED TO YOU UNPAID.*****
.....

Appendix EE:

Equal Employment Opportunities For Minorities and Women
.....

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

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

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

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union or representative will not discriminate on the basis of race, creed, color, national origin,

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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

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DEF. LAW/CR10/8900-203
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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 EE, evidence of false certification as M/WBE compliant is considered breach of the County Contract.

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

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- (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 determina-

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tions and may only be vacated or modified as provided in the civil practice law rules ("CPLR").

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

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

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

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

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

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ATTN:

TEL: 800 358 5297

FAX: 321 309 1437

REPRINT OF PREVIOUSLY ISSUED PURCHASE ORDER

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 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

<< CONTINUED, NEXT PAGE >>

DET.LAW/CR10/8900-203
ELECTRONICS SQUAD
1255 NEWBRIDGE ROAD
BELLMORE

NY 11710

POPD14000566
15/MAY/2017

DEST

#340276860
HARRIS CORP.
PO BOX 9800

31/DEC/ 14

TIM FUMARO
TEL: 516 571 7720

MELBOURNE

FL 32902-9800

ATT:

TEL: 800 358 5297

FAX: 321 309 1437

REPRINT OF PREVIOUSLY ISSUED PURCHASE ORDER

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/RFP

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related items at no charge to the M/WBES, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBES to participate effectively, to the extent practicable given the time frame of the County Contract.
- f. Proof or affidavit that negotiations were held in Best Efforts with interested M/WBES, and that M/WBES were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation.
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of subcontractors by the County Contractor must also be included with the Best Effort Documentation.
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

"Subcontract" shall mean an agreement consisting of part or

<< CONTINUED, NEXT PAGE >>

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parts of the contracted work of the County Contractor.

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

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

<< CONTINUED, NEXT PAGE >>

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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.

////////////////////////////////////
AUTHORITY: WRITTEN QUOTATION OF 10/29/13 FROM BRIAN CURRY OF HARRIS CORPORATION AND NEW YORK STATE COMPTROLLER'S OPINION 83-67 AND PASSED BY THE NASSAU COUNTY LEGISLATURE RULES COMMITTEE RULES RESOLUTION NUMBERED 173-2014.

DOCUMENT TOTAL: 269,664.00

NASSAU Doc Pro 000860

REQUISITION

RQPD14000069 15/MAY/2017

VENDOR:
HARRIS CORP.
PO BOX 9800

MELBOURNE FL 32902-9800

TEL: (800) 358-5297
FAX: (321) 309-1437

REQUISITIONER:
FD POLICE DEPARTMENT
ELECTRONICS SQUAD
1255 NEWBRIDGE ROAD
BELLMORE NY 11710
DET. LAW/CR10/8900-203
TEL: (516) 573-8030
FAX: () -

ITEM	DESCRIPTION	QTY	U/M	UNIT COST	TOTAL	
001	840-84-000-000 COVERT SURVEILLANCE EQUIPMENT - AUDIO/VISUAL KFF-HLS-UP KINGFISH TO HALLSTORM UPGRADE PRICING BASED ON GSA CONTRACT NUMBER GS-35F-0283J	1.00	EA	139,511.0000	139,511.00	
002	840-84-000-000 COVERT SURVEILLANCE EQUIPMENT - AUDIO/VISUAL HARPOON-PA-KIT- HARPOON PA KIT - PRICING BASED ON GSA CONTRACT NUMBER GS-35F-0283J	1.00	EA	16,915.0000	16,915.00	
003	840-84-000-000 COVERT SURVEILLANCE EQUIPMENT - AUDIO/VISUAL HARPOON- HARPOON PA KIT - PRICING BASED ON GSA CONTRACT NUMBER GS-35F-0283J	1.00	EA	18,419.0000	18,419.00	
004	840-84-000-000 COVERT SURVEILLANCE EQUIPMENT - AUDIO/VISUAL HARPOON- HARPOON PA KIT - PRICING BASED ON GSA CONTRACT NUMBER GS-35F-0283J	1.00	EA	18,419.0000	18,419.00	

REQUISITION

RQPD14000069 15/MAY/2017

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BELLMORE NY 11710
DET.LAW/CR10/8900-203
TEL: (516) 573-8030
FAX: () -

ITEM	DESCRIPTION	QTY	U/M	UNIT COST	TOTAL	
005	840-84-000-000 COVERT SURVEILLANCE EQUIPMENT - AUDIO/VISUAL AJX-AH-UP AMBERJACK TO ARROWHEAD UPGRADE	1.00	EA	34,400.0000	34,400.00	
006	840-84-000-000 COVERT SURVEILLANCE EQUIPMENT - AUDIO/VISUAL HLS-SW HALLSTORM SOFTWARE; INCLUDED IN COST OF UPGRADE IS ITEM #2009523-101 LAPTOP PC, AND ITEM #HLS-GSM-SW HALLSTORM GSM SOFTWARE	1.00	EA	22,000.0000	22,000.00	
007	840-84-000-000 COVERT SURVEILLANCE EQUIPMENT - AUDIO/VISUAL HLS-SW HALLSTORM SOFTWARE; INCLUDED IN COST OF UPGRADE IS ITEM #HLS-CDMA-SW HALLSTORM CDMA SOFTWARE	1.00	EA	20,000.0000	20,000.00	

ESTIMATED TOTAL: 269,664.00

PAGE: 2

REQUISITION

RQPD14000069 15/MAY/2017

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FD POLICE DEPARTMENT
ELECTRONICS SQUAD

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BELLMORE

NY 11710

DET.LAW/CR10/8900-203

TEL: (516) 573-8030

FAX: () -



U.S. Department of Justice

Federal Bureau of Investigation

Washington, D.C. 20535-0001

November 23, 2011

[REDACTED]
Nassau County Police Department
1490 Franklin Avenue
Mineola, NY 11501

Re: Purchase of Wireless Collection Equipment/Technology and Non- Disclosure Obligations

LAW ENFORCEMENT SENSITIVE (LES): The information in this document is the property of the Federal Bureau of Investigation (FBI) and may be distributed within the Federal Government (and its contractors), U.S. intelligence, law enforcement, public safety or protection officials and individuals with a need to know. Distribution beyond these entities without FBI Operational Technology Division authorization is prohibited. Precautions should be taken to ensure this information is stored and/or destroyed in a manner that precludes unauthorized access. Information bearing the LES caveat may not be used in legal proceedings without first receiving authorization from the originating agency. Recipients are prohibited from subsequently posting the information marked LES on a website on an unclassified network.

Dear [REDACTED]

We have been advised by Harris Corporation of the Nassau County Police Department's request to purchase certain wireless collection equipment/technology manufactured by Harris Corporation. Consistent with the conditions on the equipment authorization granted to Harris Corporation by the Federal Communications Commission (FCC), state and local law enforcement agencies must coordinate with the Federal Bureau of Investigation (FBI) to complete this non-disclosure agreement prior to the acquisition and use of the equipment/technology authorized by the FCC authorization.

As you are aware, law enforcement agencies increasingly rely on wireless collection equipment/technology to conduct lawfully-authorized electronic surveillance. Disclosing the existence of and the capabilities provided by such equipment/technology to the public would reveal sensitive technological capabilities possessed by the law enforcement community and may allow individuals who are the subject of investigation wherein this equipment/technology is used to employ countermeasures to avoid detection by law enforcement. This would not only potentially endanger the lives and physical safety of law enforcement officers and other individuals, but also adversely impact criminal and national security investigations. That is, disclosure of this information could result in the FBI's inability to protect the public from terrorism and other criminal activity because, through public disclosures, this technology has been rendered essentially useless for future investigations. In order to ensure that such wireless collection equipment/technology continues to be available for use by the law enforcement community, the equipment/technology and any information related to its functions, operation, and use shall be protected from potential compromise by precluding disclosure of this information to the public in any manner including by not limited to: in press releases, in court documents, during judicial hearings, or during

UNCLASSIFIED//FOR OFFICIAL USE ONLY//LAW ENFORCEMENT SENSITIVE

Page 1 of 5

other public forums or proceedings. Accordingly, the Nassau County Police Department agrees to the following conditions in connection with its purchase and use of the Harris Corporation equipment/technology:

1. The Nassau County Police Department will ensure that operators of the equipment have met the operator training standards identified by the FBI and are certified to conduct operations.
2. The Nassau County Police Department will coordinate with the FBI in advance of its use of the wireless collection equipment/technology to ensure de-confliction of respective missions.
3. The Nassau County Police Department will not distribute, disseminate, or otherwise disclose any information concerning the wireless collection equipment/technology or any software, operating manuals, or related technical documentation (including its technical/engineering description(s) and capabilities) to the public, including to any non-law enforcement individuals or agencies.
4. The Nassau County Police Department will not distribute, disseminate, or otherwise disclose any information concerning the wireless collection equipment/technology or any software, operating manuals, or related technical documentation (including its technical/engineering description(s) and capabilities) provided to it any other law enforcement or government agency without the prior written approval of the FBI. Prior to any approved distribution, dissemination, or comparable disclosure of any information concerning the wireless collection equipment/technology or any software, manuals, or related technical documentation related to such equipment/technology, all materials shall be marked "Law Enforcement Sensitive, For Official Use Only - Not to be Disclosed Outside of the Nassau County Police Department."
5. The Nassau County Police Department shall not, in any civil or criminal proceeding, use or provide any information concerning the Harris Corporation wireless collection equipment/technology, its associated software, operating manuals, and any related documentation (including its technical/engineering description(s) and capabilities) beyond the evidentiary results obtained through the use of the equipment/technology including, but not limited to, during pre-trial matters, in search warrants and related affidavits, in discovery, in response to court ordered disclosure, in other affidavits, in grand jury hearings, in the State's case-in-chief, rebuttal, or on appeal, or in testimony in any phase of civil or criminal trial, without the prior written approval of the FBI. If the Nassau County Police Department learns that a District Attorney, prosecutor, or a court is considering or intends to use or provide any information concerning the Harris Corporation wireless collection equipment/technology, its associated software, operating manuals, and any related documentation (including its technical/engineering description(s) and capabilities) beyond the evidentiary results obtained through the use of the equipment/technology in a manner that will cause law enforcement sensitive information relating to the technology to be made known to the public, the Nassau County Police Department will immediately notify the FBI in order to allow sufficient time for the FBI to intervene to protect the equipment/technology and information from disclosure and potential compromise.

Notification shall be directed to the attention of:

Assistant Director
Operational Technology Division
Federal Bureau of Investigation
Engineering Research Facility
Building 27958A, Pod A
Quantico, Virginia 22135
(703) 985-6100

and

Unit Chief
Tracking Technology Unit
Operational Technology Division
Federal Bureau of Investigation
Engineering Research Facility
Building 27958A, Pod B
Quantico, Virginia 22135
(703) 985-6840

In addition, the Nassau County Police Department will, at the request of the FBI, seek dismissal of the case in lieu of using or providing, or allowing others to use or provide, any information concerning the Harris Corporation wireless collection equipment/technology, its associated software, operating manuals, and any related documentation (beyond the evidentiary results obtained through the use of the equipment/technology), if using or providing such information would potentially or actually compromise the equipment/technology.

6. A copy of any court order in any proceeding in which the Nassau County Police Department is a party directing disclosure of information concerning the Harris Corporation equipment/technology and any associated software, operating manuals, or related documentation (including its technical/engineering description(s) and capabilities) will immediately be provided to the FBI in order to allow sufficient time for the FBI to intervene to protect the equipment/technology and information from disclosure and potential compromise. Any such court orders shall be directed to the attention of:

Assistant Director
Operational Technology Division
Federal Bureau of Investigation
Engineering Research Facility
Building 27958A, Pod A
Quantico, Virginia 22135
(703) 985-6100

and

Unit Chief
Tracking Technology Unit
Operational Technology Division
Federal Bureau of Investigation
Engineering Research Facility
Building 27958A, Pod B
Quantico, Virginia 22135
(703) 985-6840

7. The Nassau County Police Department will not publicize its purchase or use of the Harris Corporation equipment/technology or any of the capabilities afforded by such equipment/technology to the public, other law enforcement agencies, or other government agencies, including, but not limited to, in any news or press releases, interviews, or direct or indirect statements to the media.

8. In the event that the Nassau County Police Department receives a request pursuant to the Freedom of Information Act (5 U.S.C. § 552) or an equivalent state or local law, the civil or criminal discovery process, or other judicial, legislative, or administrative process, to disclose information concerning the Harris Corporation wireless collection equipment/technology, its associated software, operating manuals, and any related documentation (including its technical/engineering description(s) and capabilities), the Nassau County Police Department will immediately notify the FBI of any such request telephonically and in writing in order to allow sufficient time for the FBI to seek to prevent disclosure through appropriate channels. Notification shall be directed to the attention of:

Assistant Director
Operational Technology Division
Federal Bureau of Investigation
Engineering Research Facility
Building 27958A, Pod A
Quantico, Virginia 22135
(703) 985-6100

and

Unit Chief
Tracking Technology Unit
Operational Technology Division
Federal Bureau of Investigation
Engineering Research Facility
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Quantico, Virginia 22135
(703) 985-6840

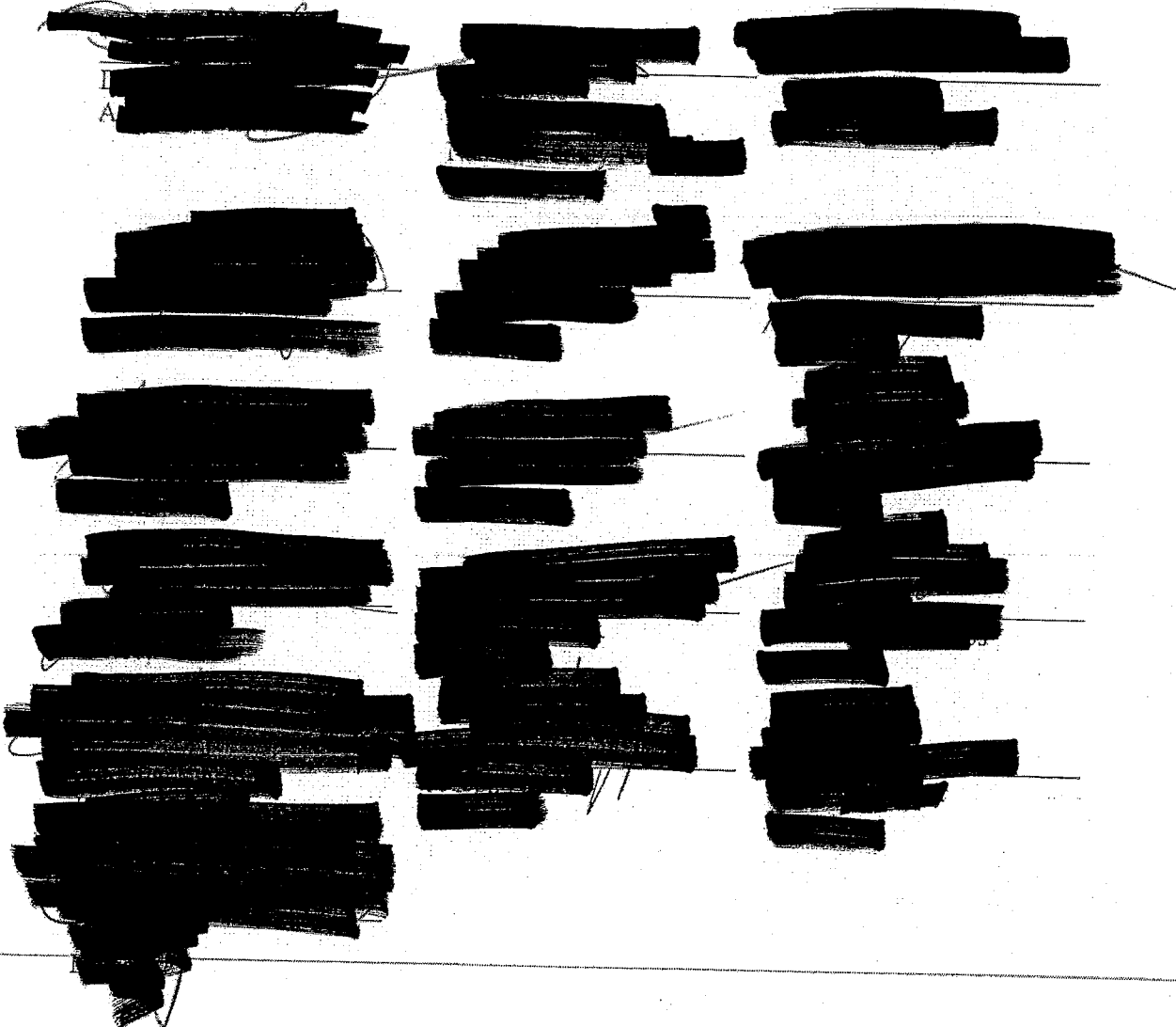
The Nassau County Police Department's acceptance of the above conditions shall be evidenced by the signatures below of an authorized representative and wireless collection equipment operators of the Nassau County Police Department.

Sincerely,



Assistant Special Agent in Charge
New York City Division
Federal Bureau of Investigation

Acknowledged and agreed to this 28 day of November, 2011.



Request: 6 (Temporary Detention Policies)

Responsive records/documents are contained in the January 18, 2016 production.

Request: 8 (Records Documenting Temporary Detention)

No responsive records were located. Retrieving such data and generating reports responsive to the request would require NCPD to create a new data retrieval program. [Public Officers Law § 89 (3)(a)]

Request: 9 (Records of Enforcement of Minor Violations, i.e. Marijuana Possession, Disorderly Conduct)

No responsive records were located. Retrieving such data and generating reports responsive to the request would require NCPD to create a new data retrieval program. [Public Officers Law § 89 (3)(a)]

Requests: 10 (Tactical Equipment Purchases Not Obtained Through Federal "1033 Program")

Response and / or production pending, search and review of NCPD records not completed.

Requests: 11, 13 (Automatic License Plate Readers: Procurement)

Responsive records/documents are contained in the February 3, 2016 production.

Request: 14 (Automatic License Plate Readers: Data Storage)

Responsive records/documents are contained in the June 7, 2016 production.

Requests: 18, 19, 21, 22 (Body-Worn Camera Policy and Records)

NCPD does not possess requested records. "Nothing in this article shall be construed to require any entity to prepare any record not possessed or maintained by such entity." [Public Officers Law § 89 (3)(a)]

Requests: 23, 24 (Facial Recognition Technology Policy and Records)

NCPD does not possess requested records. "Nothing in this article shall be construed to require any entity to prepare any record not possessed or maintained by such entity." [Public Officers Law § 89 (3)(a)]