1. PUBLIC NOTICE

Documents:

12-14-20 RULES PUBLIC NOTICE.PDF

2. Rules Agenda

Documents:

A-63-20 NCWEB.PDF R-12-14-20.PDF



PLEASE TAKE NOTICE THAT

THE NASSAU COUNTY LEGISLATURE WILL HOLD

A MEETING OF THE RULES COMMITTEE ON MONDAY, DECEMBER 14, 2020 STARTING AT 1:00 PM IN

THE PETER J. SCHMITT MEMORIAL LEGISLATIVE CHAMBER THEODORE ROOSEVELT EXECUTIVE AND LEGISLATIVE BUILDING 1550 FRANKLIN AVENUE, MINEOLA, NEW YORK 11501

Please be advised that public attendance is permitted at this meeting, but due to health and safety concerns associated with the COVID-19 virus and New York State requirements restricting public gatherings, the maximum capacity of the Peter J. Schmitt Legislative Chamber is limited to fifty people, inclusive of elected officials, staff, and attendees. Passes will be distributed on a first come first served basis beginning one half hour prior to meeting and attendees will be given an opportunity to sign in to address the Legislature for a maximum of three minutes. Attendees will be subject to temperature checks prior to entering the chamber, and must adhere to social distancing guidelines and wear a mask while they are in the chamber.

This meeting will also be available for viewing online at http://www.nassaucountyny.gov/agencies/Legis/index.html As in-person attendance is limited, public comment on any item may be emailed to the Clerk of the Legislature at LegPublicComment@nassaucountyny.gov and will be made part of the formal record for this Legislative meeting.

While this meeting is open to the public at a reduced capacity, the Nassau County Legislature is committed to making its public meeting accessible to individuals with disabilities. If, due to a disability, you need an accommodation or assistance to participate in the public meeting or to obtain a copy of the transcript of the public hearing in an alternative format in accordance with the provisions of the Americans with Disabilities Act, please contact the Office of the Clerk of the Legislature at 571-4252, or the Nassau County Office for the Physically Challenged at 227-7101 or TDD telephone no. 227-8989.

DATED: December 7, 2020

Mineola, NY

MICHAEL C. PULITZER Clerk of the Legislature Nassau County, New York



Nassau County Office of Purchasing

A-63-20

Staff Summary A-63-2020

Subject: Octasic Nyxcell System (RQPD20000387)
Department: Department of Shared Services/ Office of Purchasing
Department Head Name: Melissa Gallucci
Department Head Signature

Date: September 28, 2020
Vendor Name: Tactical Support Equipment, Inc.
Contract Number: A-63-2020
Contract Manager Name: Kimberly Stanton, Buyer

Prop	osed Le	gislative Acti	on	
То	Date	Approval	Info	Other
Assgn Comm				
 Rules Comm				
Full Leg				

	Interna	ıl Approvals	
Date & Init.	Approval	Date & Init.	Approval
-0	Dept. Head		_
(P	Budget	11/9/20 ,	County Atty.
	Deputy C.E.	HW 11/20/20	County Exec.

Narrative

<u>Purpose:</u> To authorize and award a purchase order for the Octasic Nyxcell System (Multi-Base Unit supporting Commercial Cellular Base Station for Cellular Tracking) for the Nassau County Police Department.

Discussion: The Department of Shared Services, Office of Purchasing has determined that this is a sole source procurement. Tactical Support Equipment, Inc. is the sole vendor who manufactures, sells and distributes exclusively the Octasic Nyxcell System. This hardware is installed in a vehicle and is run by licensed software and enables the Police Department to accurately track on newer frequencies, tracking criminals as well as missing and suicidal individuals. There is no other product that provides equivalent or similar benefits that will meet the County's needs for this Cellular Tracking Technology.

Impact on Funding: The maximum amount authorized under this purchase order is Six Hundred Fourteen Thousand One Hundred Dollars (\$614,100.) from Federal Grant PD89.

Recommendation: Department of Shared Services, Office of Purchasing recommends awarding a burchase order to

Tactical Support Equipment, Inc. as the sole source for this contract.

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DESCRIPTION OF A CONTRACT OF A

75 S d L- J30 0002

A RESOLUTION RATIFYING THE COMMISSIONER OF SHARED SERVICES AWARD AND EXECUTION OF A PURCHASE ORDER BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY POLICE DEPARTMENT AND TACTICAL SUPPORT EQUIPMENT, INC.

WHEREAS, the Commissioner of Shared Services is representing to the Rules Committee that the proposed award to <u>Tactical Support Equipment</u>, <u>Inc.</u>, is a sole source provider and meets all specifications for the product described in the said contract as determined by the Commissioner of Shared Services.

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the Commissioner of Shared Services to award and execute the said Purchase Order with <u>Tactical Support</u> Equipment, Inc.

INTER - DEPARTMENTAL MEMO

TO:

CLERK OF THE COUNTY LEGISLATURE

A-63-2020

FROM:

MELISSA GALLUCCI - COMMISSIONER OF SHARED SERVICES

DATE:

SEPTEMBER 28, 2020

SUBJECT: RESOLUTION - THE NASSAU COUNTY POLICE DEPARTMENT

THIS RESOLUTION IS RECOMMENDED BY THE COMMISSIONER OF SHARED SERVICES TO RATIFY THE AWARD AND EXECUTION OF A PURCHASE ORDER IN THE AMOUNT OF SIX HUNDRED FOURTEEN THOUSAND ONE HUNDRED DOLLARS (\$614,100.00) ON BEHALF OF THE NASSAU COUNTY POLICE DEPARTMENT TO TACTICAL SUPPORT EQUIPMENT, INC. FOR CELLULAR TRACKING/SURVEYING SYSTEMS.

THE ABOVE DESCRIBED RESOLUTION AND SUPPORTING DOCUMENTATION ATTACHED HERETO IS FORWARDED FOR YOUR REVIEW, APPROVAL, AND SUBSEQUENT TRANSMITTAL TO THE NASSAU COUNTY LEGISLATURE FOR INCLUSION IN ITS AGENDA.

MELISSA GALLUCCI COMMISSIONER OF SHARED SERVICES

MS: br

ENCL:

(1) STAFF SUMMARY

(2) DISCLOSURE STATEMENT

(3) RESOLUTION

(4) CERTIFICATE OF LIABILITY INSURANCE

(5) POLITICAL CONTRIBUTION FORM





POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

YES NO X If yes, to what campaign con	nmittee?
	,
2. VERIFICATION: This section must be signed by a princip signatory of the firm for the purpose of executing Contracts.	
The undersigned affirms and so swears that he/she has rea his/her knowledge, true and accurate.	ad and understood the foregoing statements and they are, to
The undersigned further certifies and affirms that the contrit made freely and without duress, threat or any promise of a remuneration.	outlon(s) to the campaign committees identified above were governmental benefit or in exchange for any benefit or
Electronically signed and certified at the date and time indic Carl Beene [CBEENE@TSERECON.COM]	ated by:
Dated: 09/16/2020 04:07:31 PM	Vendor: Tactical Support Equipment, Inc
	Title: President

Page 1 of 1 Rev. 3-2016



LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

None

2. List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):
None
3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:
None
4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. See the last page for a complete description of lobbying activities.
None
5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:
None

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

Page 1 of 3 Rev. 3-2016

ng April 1, 2016 and e s prior to the date of t following Nassau Cou	ed campaign contributions pursuant to ending on the date of this disclosure, or this disclosure and ending on the date of enty elected officials or to the campaign effices: the County Executive, the County must so state:
ssau County Departm	ent of Information Technology ("IT") to
ment or designation	I must give written notice to the County
hat he/she has read a ccurate.	and understood the foregoing
	paign committees listed above were it or in exchange for any benefit or
cated by:	
Vendor:	Tactical Support Equipment, Inc
Title:	President
	ng April 1, 2016 and es prior to the date of to following Nassau Coursau County elected or Legislator? mittee? If none, you seau County Department or designation that he/she has read accurate. ibution(s) to the camp governmental beneficated by: Vendor:

Page **2** of **3** Rev. 3-2016

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

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

Page 3 of 3 Rev. 3-2016

PRINCIPAL QUESTIONNAIRE FORM

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

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

Principal Name Date of birth:	: Wayne Dadetto 07/08/1960				
Home address:		Drivo SE			
	Southport	·	e/Territory: NC	Zip/Postal Code:	28461
	JS	State/F10VIIICE	errennory. NO	_ Zipirostai Code.	2040 1
Country	13				
Business Addre		9 Barefoot Road			
	ayetteville	State/Province	e/Territory: NC	Zip/Postal Code:	28306
·	JS			·	
Telephone: 9	104253360				
Other present a	iddress(es):				
City:		State/Province	e/Territory:	Zip/Postal Code:	••••
Country:		······································			
Telephone:					
List of other ad-	tresses and telepho	one numbers attached			
mior or other da	are been arra to to price	110 1101110010 411401104			
Positions held i	n submitting busine	ss and starting date of	each (check all an	nlicable)	
	n capmang bacmo	so and oldning date of	oden (eneek all ap	phodoloj	
President		Т	reasurer		
Chairman of Bo	ard		Shareholder		
Chief Exec. Off			Secretary		
Chief Financial			artner		
Vice President		<u> </u>			
(Other)					
Do you have ar	a aquity interest in th	ne business submitting	the guestienneire?	•	
	· -	s, provide details.	ine questionnane:		
100% Owner of		s, provide details.			····
100% Owner or	business				
	utatandina laana la	iorantoos or any other	form of accounts or	loggo or only other to	
Are there any o	นเรเสมนิเทษ เบลเาร, นูเ	rt between you and the	ionii oi secunty oi businese submitti	rease or any other ty	pe or
Are there any o	da in udala ar in na	ri between you and the	· business submitti	ng the questionnaire	f ·
contribution ma	de in whole or in pa				
contribution ma	de in whole or in pa	s, provide details.		· · · · · · · · · · · · · · · · · · ·	
contribution ma	de in whole or in pa				
contribution ma	de in whole or in pa				
contribution ma	de in whole or in pa				
contribution ma	de in whole or in pa NO X If Yes	s, provide details.	or officer of any h	sings or notice and	t organiza
YES Within the past	de in whole or in pa NO X If Yes 3 years, have you b	s, provide details.	or officer of any bu	siness or notfor-profi	t organiza
Vithin the past other than the contribution may be a second or sec	de in whole or in pa NO X If Yes 3 years, have you be the submitting the questions.	s, provide details.	or officer of any bu	siness or notfor-profi	t organiza

Page 1 of 5 Rev. 3-2016

	ES		NO	- 1	Χ	If Yes, provide details.
			<u></u>			
						·
t of a	any a	action t	aken by	/ a (gove	uired below whether the sanction arose automatically, by operation of law, or as rnment agency. Provide a detailed response to all questions checked "YES". If yopropriate page and attach it to the questionnaire.
						ou and/or any affiliated businesses or not-for-profit organizations listed in Sectior incipal owner or officer:
a.	•		debarre			y government agency from entering into contracts with that agency?
		YES	L	NO) [X If yes, provide an explanation of the circumstances and corrective action
		taken.	<u>'</u>			
b.		Doon	daalara	A in	. daf	gult and/or terminated for anyon an any contract, and/or had any contract
υ.	•		lled for			ault and/or terminated for cause on any contract, and/or had any contracts
		YES		NO	r	X If yes, provide an explanation of the circumstances and corrective action
		taken.				
C.						rd of a contract and/or the opportunity to bid on a contract, including, but not
		YES	to, fail	ure NO		neet pre-qualification standards? X If yes, provide an explanation of the circumstances and corrective action
		taken.		INC	_	T in yes, provide an explanation of the circumstances and corrective action
d.		Been	suspen	dec	l bv a	any government agency from entering into any contract with it; and/or is any acti
		pendir	ng that	cou	ld fo	rmally debar or otherwise affect such business's ability to bid or propose on
		contra	ct?	Nic	. г	
		YES taken.		NC) ر	X If yes, provide an explanation of the circumstances and corrective action
		Laken.				

Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the 8. last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?

	•
э.	Is there any felony charge pending against you? YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
b.	Is there any misdemeanor charge pending against you? YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
Э.	Is there any administrative charge pending against you? YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
i.	In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
) .	In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
	In the past 5 years, have you been found in violation of any administrative or statutory charges? YES NO X If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

9.

to Quest type of it	tion 5, beer nvestigation	n the sub n by any	ject of a criminal inve	t 5 years has any business or organiz stigation and/or a civil anti-trust inves including but not limited to federal, st cer?	stigation and/or any
YES [NO	X		explanation of the circumstances and	corrective action tak
1				· · · · · · · · · · · · · · · · · · ·	
	sanction in		s a result of judicial o	any other affiliated business listed in or administrative proceedings with res explanation of the circumstances and	spect to any professi
had any license <u>l</u>	sanction in reld?	nposed a	s a result of judicial o	or administrative proceedings with res	spect to any professi

I, Wayne Dadetto	, hereby acknowledge that a materially false statement
willfully or fraudulently made in connection with this form m	ay result in rendering the submitting business entity and/or
any affiliated entities non-responsible, and, in addition, may	subject me to criminal charges.
	· •
I, Wayne Dadetto	, hereby certify that I have read and understand all the
items contained in this form; that I supplied full and comple	te answers to each item therein to the best of my
knowledge, information and belief; that I will notify the Coul	nty in writing of any change in circumstances occurring
after the submission of this form; and that all information su	ipplied by me is true to the best of my knowledge,
information and belief. I understand that the County will rely	on the information supplied in this form as additional
inducement to enter into a contract with the submitting bus	ness entity.
CERTIFICATION	
A MATERIALLY FALSE STATEMENT WILLFULLY OR FR	ALIDUI ENTLY MADE IN CONNECTION WITH THIS
QUESTIONNAIRE MAY RESULT IN RENDERING THE SI	JBMITTING BUSINESS ENTITY NOT RESPONSIBLE
WITH RESPECT TO THE PRESENT BID OR FUTURE BII	OS. AND. IN ADDITION. MAY SUBJECT THE PERSON
MAKING THE FALSE STATEMENT TO CRIMINAL CHAR	GES.
Tactical Support Equipment, Inc	
Name of submitting business	
Electronically signed and certified at the date and time indi-	cated by:
Wayne Dadetto My. Dr 12 Dec 20	
050	
CEO	
Title	
00/16/2020 02:20:14 DM	
09/16/2020 03:28:14 PM Date	
Dail	

Business History Form

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

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

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

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

Date:	09/16/2020				
1)	Proposer's Legal Name: Tactical Support Equipment, Inc				
2)	Address of Place of Business: 4039 Barefoot Road				
	City: Fayetteville State/Province/Territory: NC Zip/Postal Code: 28306				
	Country: US				
3) Mailing Address (if different):					
	City: State/Province/Territory: Zip/Postal Code:				
	Country:				
	Phone:				
	Does the business own or rent its facilities? Own If other, please provide details:				
4) 5) 6)	Oun and Bradstreet number: 014644624 Federal I.D. Number: 320007782 The proposer is a: Corporation (Describe)				
7) [Does this business share office space, staff, or equipment expenses with any other business? YES NO X If yes, please provide details:				
8)	Does this business control one or more other businesses? YES NO X If yes, please provide details:				
9)	Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? YES NO X If yes, please provide details:				

Page 1 of 6

YES and reas	NO X If yes, state the name of bonding agency, (if a bond), date, amount of bond son for such cancellation or forfeiture: or details regarding the termination (if a contract).
·	
Has the YES	proposer, during the past seven years, been declared bankrupt? NO X If yes, state date, court jurisdiction, amount of liabilities and amount of assets
been the prosecut business local pro on behal	est five years, has this business and/or any of its owners and/or officers and/or any affiliated business a subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local ting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliates been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state secuting or investigative agency, where such investigation was related to activities performed at, for, of an affiliated business. NO X If yes, provide details for each such investigation, an explanation of the ances and corrective action taken.
been the local reg been the local reg business	ast 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business a subject of an investigation by any government agency, including but not limited to federal, state and ulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business a subject of an investigation by any government agency, including but not limited to federal, state and ulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated so. NO X If yes, provide details for each such investigation, an explanation of the ances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an Page 2 of 6 Rev. 3-2016

	element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES NO X If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
	d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? YES NO X If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
	e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? YES NO X If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
5)	In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES NOX If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
6)	For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES NO X If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.
7	Conflict of Interest: a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists." (i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No conflict exists
	(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No conflict exists
	(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No conflict exists

	D)	Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.
		If a conflict of interest should arise guidance should be sought from the County to resolve any issues.
A.	Inclu	de a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive
Λ.		rience in your profession. Any prior similar experiences, and the results of these experiences, must be
	YES	you previously uploaded the below information under in the Document Vault? NO X
	YES	e <u>proposer</u> an individual? NO X Should the proposer be other than an individual, the Proposal MUST include:
	i) [Date of formation; 09/16/2020
	ii) [Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain. Wayne Dadetto 100% Owner
No ind	lividua.	ls with a financial interest in the company have been attached
	iii)	Name, address and position of all officers and directors of the company. If none, explain. Carl Beene. President Wayne Dadetto.CEO
No offi	cers a	nd directors from this company have been attached.
	iv)	State of incorporation (if applicable); NC
	v)	The number of employees in the firm;
	vi)	Annual revenue of firm; 6000000
	vii)	Summary of relevant accomplishments Tactical Support Equipment,Ic is a manufacturer, distributor and trainer of Reconnnaissance/Surveillance and Communications equipment. Our customers are the Dept of Defense, Department of Justice, department of Homeland Security and numerous State and local law enforcement agencies. The product in which Nassau Count, NY is interested has been sold to law enforcement customers coast to coast in the US and referrals are available.

viii) Copies of all state and local licenses and permits.

Page **4** of **6** Rev. 3-2016

	of years in business.	
18		
	er information which would be appropi perform these services.	riate and helpful in determining the Proposer's capacit
		gov. Link- https://www.sam.gov/SAM/
our promo to not	· · · · · · · · · · · · · · · · · · ·	government government
Daniel a manage		and a second
		e references for whom the Proposer has provided simil
services or who	are qualified to evaluate the Proposer	rs capability to perform this work.
Company	Minnesota Bureau of Criminal Appre	ahension .
Contact Person	Bill O'Donnell	HOHOHOH
Address	1430 Maryland Ave. E	
City	St. Paul	State/Province/Territory MN
Country	US	
Telephone	(651) 793-7087	
Fax#		
E-Mail Address	william.odonnell@state.mn.us	
Company	Wake County NC Sheriff's Office	
Contact Person	Steve Grissom	
Address	330 S Salisbury St	
City	Raleigh	State/Province/Territory NC
Country	US	
Telephone	(919) 291-2061	
Fax # E-Mail Address	david.grissom@wakegov.com	

State/Province/Territory

TX

Houston TX PD

Marlon Roberts

(713) 308-8750

E-Mail Address Marlon.Roberts@HoustonPolice.Org

Houston

US

City of Houston PD 901 Bagby

Company Contact Person

Address

Country

Fax#

Telephone

City

I, Carl Beene	, hereby acknowledge that a materially false statement
	ection with this form may result in rendering the submitting business entity and/or
any affiliated entities non-responsible	e, and, in addition, may subject me to criminal charges.
knowledge, information and belief; the submission of this form; and that	, hereby certify that I have read and understand all the upplied full and complete answers to each item therein to the best of my nat I will notify the County in writing of any change in circumstances occurring after tall information supplied by me is true to the best of my knowledge, information unty will rely on the information supplied in this form as additional inducement to ting business entity.
CERTIFICATION	
QUESTIONNAIRE MAY RESULT IN	NT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE IT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON TO CRIMINAL CHARGES.
Name of submitting business:	Tactical Support Equipment, Inc
Electronically signed and certified at Carl Beene [CBEENE@TSERECON	
President	
Title	
09/16/2020 04:06:03 PM	
Date	

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

1. Name of th	ne Entity:	Tactical Support	Equipment, inc				
Address: 4	039 Bare	foot Road					
City: <u>Fay</u> e	etteville		State/Province/Te	erritory:	NC	Zip/Postal Code:	28306
Country:	US						
2. Entity's Ve	ndor Iden	tification Number:	320007782				
3. Type of Bu	ısiness:	Other	(s	specify)	S-Corp		
body, all partr	ners and I	resses of all principa imited partners, all o ty companies (attac	corporate officers,	all parties	of Joint Venture		
No principals i	have been	attached to this form.					
individual, list	the indivi completir	resses of all shareholders/p idual shareholders/p ng this section.					
Wayne Dadet							
6. List all affili "None"). Attac performance	ated and ch a sepa of this cor	ers, or partners have a related companies a rate disclosure form ntract. Such disclosu at participate in the	and their relationsh for each affiliated ure shall be update	nip to the or subsided to inclu	liary company th ide affiliated or s	at may take part in	the
None							
"None." The to to influence - legislators or Commission. property subje	erm "lobb or promot committed Such mat ect to Cou	se services were ut yist" means any and te a matter before - es, including but not tters include, but are inty regulation, proc igent of the County	d every person or on Nassau County, its limited to the Ope on or limited to, requirements. The terri	organizati s agencie en Space luests for m "lobbyis	on retained, emp s, boards, comm and Parks Advis proposals, deve st" does not inclu	oloyed or designatenissions, departmer ory Committee and lopment or improve ude any officer, dire	ed by any client of heads, I Planning ement of real ector, trustee,
	Are there	e lobbyists involved NO X	in this matter?				
Γ	(a) Name	e, title, business add	lress and telephon	ne numbe	r of lobbyist(s):		···
	L · · · · · · · · · · · · · · · · ·						
1	(b) Desc	ribe lobbying activity	y of each lobbyist.	See belo	w for a complete	description of lobb	oying activities.

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

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

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

Electronically signed and certified at the date and time indicated by:

Carl Beene [CBEENE@TSERECON.COM]

Dated:

09/16/2020 03:36:24 PM

Title:

President _____

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/26/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER

Walker Worth Insurance Agency

3821 Ramsey St,

Sulte 120

INSURER(S) AFFORDING COVERAGE

NAIC #

Walker Worth Insurance Agency 3821 Ramsey St. Sulte 120 INSURERA: Hartford Fire Insurance Company 19682 Favetteville, NC 28311 INSURER B: Hartford Casualty Insurance Company 29424 INSURED INSURER C: Carolina Casualty Insurance Company Tactical Support Equipment, Inc. 4032 Barefoot Rd, INSURER D : Favetleville, NC 28306 INSURER E INSURER F COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

MED EXP (Any one person) 01/07/2021 1,000,000 Х 33UNTO7025 04/07/2020 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE GEN'L AGGREGATE LIMIT APPLIES PER \$ 2,000,000 PRO-JECT PRODUCTS - COMP/OP AGG POLICY S OTHER: COMBINED SINGLE LIMIT (Ea accident) 5 1,000,000 AUTOMOBILE LIABILITY BODILY INJURY (Per person) \$ ANY ARTO SCHEDULED AUTOS NON-OWNED AUTOS ONLY OWNED AUTOS ONLY 01/07/2020 01/07/2021 BODILY INJURY (Per accident) 8 33UNTO7025 PROPERTY DAMAGE (Per accident) HIRED AUTOS ONLY S UMBRELLALIAB 2,000,000 EACH OCCURRENCE OCCUR 2,000,000 EXCESS HAR 33RHUTO6682 01/07/2020 01/07/20201 AGGREGATE CLAIMS-MADE s DED RETENTION \$ X STATUTE WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETORPARTNER/EXECUTIVE s 100,000 E.L. EACH ACCIDENT KEY0136075 02/20/2020 02/20/2021 C OFFICER/MEMBER EXCLUDED? (Mendatory in NH) E.L. DISEASE · EA EMPLOYEE \$ 100,000 If yes, describe under DESCRIPTION OF OPERATIONS below 500,000 E.L. DISEASE - POLICY LIMIT EACH WRONG ACT 1,000,000 PROFESSIONAL LIABILITY 06/05/2021 33TE035233920 06/05/2020

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Nassau County New York is included as Additional Insured.

CERTIFICATE HOLDER	CANCELLATION
Nassau County New York	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
240 Old Country Rd. Mineofa, NY 11501	AUTHORIZED REPRESENTATIVE

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REQUISITION

RQPD20000387

28/AUG/2020

VENDOR:

TACTICAL SUPPORT EQUI:

4039 BAREFOOT ROAD

FAYETTEVILLE

NC 28306

TEL: (910)425-3360 FAX: (910)425-3361 REQUISITIONER:

POLICE DEPARTMENT

NCPD - 8TH PRECINCT

299 HICKSVILLE ROAD

BETHPAGE NY 11714

B.BRESOCNIK/CR34/8900-216

TEL: (516)573-2860

FAX: () -

ITEM

DESCRIPTION

001

QTY U/M

1.00 EA

UNIT COST TOTAL

524,600.0000

524,600.00

Whote -

RADIO DIRECTION FINDER

ITEM # TSE-CBRSY6508-R3E-7NCE2U-T2

725-47

8 CHANNEL PORTABLE BASE STATION

INCLUDES : SDR LICENSE CBRLIC-B6500-333974001

CELL PROTOCOL APPLICATION CBRSAR-8H4C-WE-1

VEHICULAR RSSI DIRECTION FINDER CBRVDF1000-C4ME-1S

3 YR SUPPORT AND WARRANTY

3000W PSW 12VDC-120VAV INVERTER W/CABLES

002

725-47

1.00 EA

68,000.0000

68,000.00

RADIO DIRECTION FINDER

ITEM # TSE-CBRVDF2000-E3NEEE-1S

VEHICULAR GEOLATION SYSTEM G300 OPTION

INCLUDES : SOFTWARE LICENSE OCTLIC-G2000-333974-001

GEOLOCATION SOFTWARE CBRSAR-3G0E-GE-1

TWO YEARS OF UPGRADES INCLUDED

003

725-47

RADIO DIRECTION FINDER

1.00 EA

20,000.0000

20,000.00

TTEM # TSE-ACE-NET

NEW EQUIPMENT TRAINING (NET) 1WK ON SITE

REQUISITION

RQPD20000387 28/AUG/2020

VENDOR:

TACTICAL SUPPORT EQUIPMENT INC

4039 BAREFOOT ROAD

FAYETTEVILLE

NC 28306

TEL: (910)425-3360

FAX: (910)425-3361

REQUISITIONER:

PD POLICE DEPARTMENT

NCPD - 8TH PRECINCT

299 HICKSVILLE ROAD

BETHPAGE

NY 11714

B.BRESOCNIK/CR34/8900-216

TEL: (516)573-2860

FAX: () -

ITEM

DESCRIPTION

725-47

RADIO DIRECTION FINDER

SHIPPING

QTY U/M UNIT COST TOTAL

1.00 EA

1,500.0000

1,500.00

ESTIMATED TOTAL:

614,100.00

PCHL9100 LINK TO:

ADVANCED PURCHASING/INVENTORY ELECTRONIC NOTE PAD

08/28/2020 10:48 AM PAGE 01 OF 01

REQ DOC INQUIRY 2140

- 1. THIS PURCHASE IS NECESSARY TO REPLACE CURRENTLY OUTDATED CELLULAR TRACKING EQUIPMENT TO CONTINUE TO TRACK CELLULAR DEVICES FOR CRIMINAL CASES AS WELL AS SUICIDAL AND HIGH RISK MISSING PERSONS.
- 2. SAME AS ABOVE
- 3. NO ALTERNATIVES
- 4. NONE
- 5. NO REVENUE
- 6. THIS PURCHASE TO BE 100% PAID WITH ASSET FORFEITURE FUNDS. AFI-19-075
 SOLE SOURCE

F1-HELP F4-AUDIT F5-TOP F6 COPY F7-PR PAGE F8-NX PAGE F9-LINK F10-SAVE F11-INS PAGE F12-DEL PAGE ENTER-INQUIRE CL-EXIT INQUIRY COMPLETE

TACTICAL SUPPORT EQUIPMENT, Inc. (TSE) STANDARD TERMS AND CONDITIONS OF SALE

1. SALE, PRICES AND RELEASES

TSE determines product prices by TSE published price lists in effect and TSE price quote. In the event of extraordinary market-price increases for fuels, metals, raw materials, components, equipment and other productions costs, TSE shall have the right and Buyer shall have the obligation to renegotiate in good faith the price of the goods hereunder not yet shipped, and if agreement is not reached, TSE shall have the right to cancel this contract without liability.

2. TERMS AND METHOD OF PAYMENT

Where TSE has extended credit to Buyer, terms of payment shall be Net thirty (30) days from date of invoice. Payments shall be contingent upon (i) TSE submitting a properly completed claim voucher ("Voucher") that (a) states with reasonable specificity that the payment requested is valid, (b) certifies that the payment requested is valid, (b) certifies that the payment requested is in accordance with the County-issued Purchase Order, and (c) is accompanied by an invoice. The amount of credit or terms of payment may be changed or credit withdrawn by TSE at any time for any reason. If the goods are delivered in installments, Buyer shall pay for each installment in accordance with the terms of payment hereof. When Buyer falls to make each payment when it is due, TSE reserves the right to withdraw credit and thereby suspend or cancel performance under any or all purchase orders or agreements in which TSE has extended credit to Buyer. TSE's suspension of performance may result in a rescheduling delay conlingent on current product availability. If TSE deems Buyer's financial condition does not justify the terms of payment specified herein, TSE may cancel this contract unless Buyer shall immediately pay for all goods which have been delivered and pay in advance for all goods to be delivered

3. TAXES

Prices do not include taxes. TSE is a manufacturer and wholesale distributor and does not collect sales tax. Buyer must provide TSE with a tax-exemption certificate if they are a non-government entity. Buyer pays international duties and taxes (if any).

4. TITLE AND DELIVERY

Domestic shipments of goods within the U.S. shall be delivered F.O.B. shipping point. Title and liability for loss or damage shall pass to Buyer upon TSE's tender of delivery of goods to a carrier or forwarder for shipment to Buyer, and any subsequent loss or damage shall not relive buyer from any obligation. Buyer shall reimburse TSE for costs of insurance and transportation on international shipments and shall be responsible for all import duties, taxes and any other expenses incurred or licenses or clearances required at port of entry and destination. TSE may deliver the goods in installments. Delivery dates are estimates. TSE shall not be liable for any loss or expense (consequential or otherwise) incurred by Buyer if TSE fails to meet the estimated delivery dates because of unavoidable production or other delays. Notwithstanding the forgoing, the County reserves the right to refuse any goods that are not conforming to applicable specifications

5. WARRANTIES AND RELATED REMEDIES

The following are in lieu of all conditions or warranties, express, implied or statutory, including but not limited to, any implied conditions or warranty of merchantability or fitness for a particular purpose and of any other warranty obligation on the part of TSE.

TSE, except as otherwise provided below, warrants the product against faulty workmanship or use of defective materials, and warrants that the product conforms to TSE's published specifications or other mutually agreed upon written specifications for a period of three (3) years from the date of shipment. Testing and other quality control techniques are used to the extent TSE deems necessary to support this warranty. TSE warrants that at the time of delivery, TSE has title to the products free and clear of all liens and encumbrances. These warranties are only warranties made by TSE and only a written document signed by an authorized TSE officer can amend the warranty.

Continued use or possession of the products after expiration of the applicable warranty period stated above shall be conclusive evidence that the warranty is fulfilled to the "AS-IS", or as to experimental or developmental products or products not manufactured by TSE. For products not manufactured by TSE. For products not manufactured by TSE, TSE shall assign to Buyer any rights TSE may have under any warranty of the supplier to the extent permitted by TSE's contract with its supplier.

If TSE breaches its warrantles as contained herein, TSE's sole maximum liability shall be – at TSE's option – to repair, replace, or credit Buyer's account for any products returned by Buyer during the applicable warranty period set forth above, provided that:

- (a) The Buyer promptly notifies TSE with a detailed written explanation of any alleged deficiencies upon the discovery by the Buyer that the products failed to conform to this contract;
- (b) The Buyer returns the products F.O.B. to TSE's plant from where products
- (c) TSE's examination of the products discloses that such alleged deficiencies actually exist and were: not caused by damage that occurred in shipment; failure caused by products not supplied by TSE; failures that result from accident, misuse, abuse, neglect, mishandling, misapplication, alteration, modifications, improper installation, unauthorized repair or improper testing; or damage attributable to Acts of God. Product(s) under warranty shall be shipped prepaid to TSE for a Return Material Authorization (RMA) number. An original packing slip, invoice or other proof of date of original purchase will be required before TSE renders warranty performance

Domestic customers within the Continental USA are responsible for shipping/transportation cost from the customer to TSE. TSE pays the shipping cost from TSE to the customer via UPS ground or USPS parcel service only. International customers are responsible for shipping/transportation from the customer to TSE and from TSE to the customer. The customer is responsible for all local and international customs, dutles and taxes (if any). If TSE elects to repair or replace the products, TSE shall have a reasonable time to make the repair(s) or replacement. Such repair, replacement or credit shall constitute fulfillment of all liability of TSE to Buyer whether based in contract, tort, indemnity, and statutory provisions or

There are no express warranties except as listed above. TSE shall not be liable, or in any way responsible for special, incidental, consequential, punitive, property, or other damages, including, without limitation, loss of goodwill, profits or revenue, loss of use of this product(s) or any associated equipment, cost of substitute equipment, downtime cost, or claims of any part dealing with Buyer for such damages, resulting from the use of this product(s), or arising from breach of warranty or contract, negligence, or any other legal productly), or airsing nom breach of warranty or contract, negligence, or any other legal theory. All express and implied warranties, including the warranties of merchantability and fitness for a particular purpose, are limited to the applicable warranty period set forth above.

TSE may provide technical, applications or design advice, quality characterization, and reliability data or service in connection with Buyer's order. Providing

these Items shall not expand or otherwise affect TSE's warranties set forth above and no obligation or liability shall arise from TSE's provision of such items.

6. CONTINGENCIES

TSE is not liable, either wholly or in part, for nonperformance or a delay in performance due to force majoure or contingencies or causes beyond the reasonable control of TSE, including but not limited to, shortage of labor, fuel, raw material, components or machinery or technical or yield failure where TSE has exercised ordinary care in the prevention thereof. Production and deliveries may be allocated by TSE in a reasonable manner in the event of shortage of goods.

7. MILITARY APPLICATIONS AND/OR ENVIRONMENTS.

TSE products are considered Commercial off the Shelf (COTS) products that are suitable for use "AS-IS" in military application and or military environments that do not exceed TSE products' specifications.

8. CRITICAL APPLICATIONS

Certain applications using TSE product may invoke potential risks of death, personal injury or severe property or environmental damage ("Critical Applications"). TSE products are not designed and are not warranted as suitable for use in life-support applications, devises or systems or other Critical Applications. Use of TSE products in such Critical Applications is understood to be fully at the risk of Buyer.

9. CONFIDENTIALITY

'Confidential information" means information of TSE that relates to TSE products, comidential information means information of TSE that relates to TSE products, specifications, drawings, design, computer programs, trade secrets, business and technical information, and data disclosed by TSE to Buyer in document or other tangible form bearing an appropriate tegend indicating its confidential or proprietary nature. TSE shall indicate "Confidential Information" to the Buyer within fifteen (15) days of the initial disclosure. Buyer may use Confidential Information of TSE only for the purpose of this contract and shall protect such Confidential Information from disclosure to others, using the same degree of care used to exclude its own production information of the interactions but in the same degree of care used to protect its own proprietary information of like importance, but in any case using no less than a reasonable degree of care. Buyer agrees not to "reverse engineer" Tactical Support Equipment products by any means, shape or form. Buyer my disclose Confidential information received hereunder only for the purpose described in this contract and only to its employees and consultants who have a need to know for such purpose and who are bound by signed, written agreements to protect the proprietary for installating the product the proprietary. agreements to protect the received Confidential Information for unauthorized use and disclosure. All obligations hereunder, including without limitation any and all obligations regarding the use and disclosure of Confidential Information, shall continue for a period of ten (10) years from the disclosure date of the affected Confidential Information.

10. LIMITATION AND DISCLAIMER OF DAMAGES

If TSE breaches any provisions of this contract other than its warranties as contained in Section 8, TSE's sole liability shall not exceed the total contract price specified herein less the purchase price for any items delivered and accepted hereunder. Remedies for breach of

warranty are limited to linose stated in Section 8.

In no event shall TSE be liable to anyone for special, colleteral, indirect, exemplary, incidental or consequential damages for breach of any of the provisions of this contract, such damages to include but not be limited to, costs of rework, retesting or removal and reinstallation of products, loss of goodwill, loss of profits, or loss of use.

11. TERMINATION AND CANCELLATION

All sales are final. No returns. Buyer may terminate this contract in whole or in part upon (30) days advance written notice with the exception of Training Contracts. In such event, the Buyer shall pay for products shipped before the lemination date. Training contracts may not be modified or cancelled within (30) days of scheduled training. Any requests for changes or cancellations will result in the course being charged at the contracted price.

12. NON-WAIVER OF DEFAULT

TSE may decline to make further shipments for any default by the Buyer. If TSE elects to continue to make shipments, TSE's action shall not constitute a waiver of any default by Buyer or in any way affect TSE's legal remedies for any such default.

13. GOVERNING LAW

State of New York laws shall govern the validity, performance and construction of this contract.

The products covered by this contract may fall within the group of "strategic" electronic products or technical deta that are wholly or partly of U.S. origin or technology, the export of which is subject to export Ilcense control by the U.S. government. Therefore, prior to exportation, Buyer is required to obtain any licenses which may be required under the applicable laws of the U.S., including the export administration act and regulations.

15. GOVERNMENT CONTRACTS

It the goods are to be used in a U.S. Government contract or subcontract, those mandatory clauses, except as noted below, of the applicable U.S. Government procurement regulations shall be incorporated by reference. Unless otherwise agreed upon in writing, certified cost or pricing data will not be provided and Cost Accounting Standards, Defective Pricing, and Audit requirements will not apply.

16. ASSIGNMENT

This contract shall not be assignable by either party without the written consent of the other party. Unauthorized assignment shall be void.

17. MODIFICATION

This contract and the County-Issued Purchase Order constitute the entire agreement between This contract and the country-listed rationse of their constitute the entire agreement between the parties relating to the sale of the goods described on the face hereof and supersedes all previous communications, representations, or agreement, either oral or written, with respect to the subject matter hereof. No representations or statements of any kind made by any representative of TSE, which are not stated herein, shall be binding on TSE. No addition to or modification of any provision upon the face or reverse of this contract shall be binding upon TSE unless made in writing and signed by a duly authorized representative of TSE. No course of dealing or usage of trade or course of performance shall be relevant to explain or supplement any term expressed in this contract.

ROPD20000387





Specializing in Communications, Reconnaissance/Surveillance, and Training Needs

4039 Barefoot Rd. Fayetteville, NC 28306 Phone: 910-425-3360 Fax: 910-425-3361

Website: www.tserecon.com Prepared by: Carl Beene

Nassau County Police Department

LT Devin Ross DRoss@PDCN.ORG

DATE QUOTE#

23-Jun-20 20-304-2 19-125

Payment Terms: NET 30 Quote is valid until 31 July 2020

Contracts should be sent to:

sales@tserecon.com or faxed to 910-425-3361

Disabilities		inc ibe	ور جنس	1.0.1.7	ASSA L	
8 Channel Portable Base Station Unit	TSE-CBRSYS6508- R3E-7NCE2U-T2	1	\$	524,600.00	\$	524,600.00
Includes: SDR License CBRLIC-B6500-333974001			:			
Cell Protocol Application CBRSAR-8H4C-WE-1		1				
Vehicular RSSI Direction Finder CBRVDF1000-C4ME-1S						
3yr Support & Warranty						
3000W PSW 12VDC-120VAV Inverter w/cables			<u> </u>			
Vehicular Geolocation System G300 Option.	TSE-CBRVDF2000- E3NEEE-1S	1	\$	68,000,00	\$	68,000,00
ncludes: Software License OCTLIC-G2000-333974-001				7, 1		
Geolocation Software CBRSAR-3G0E-GE-1						
Two years of upgrades included						
		ļ	-			
New Equipment Training (NET) 1WK On Site	TSE-ACE-NET	1	ŝ	20,000.00	Ś	20,000,00
Note- A voucher for training will be issued as a deliverable with the system. The department can schedule the training at a time that is convenient for the department.						23,000,00
and the second s			Sübt	otal	\$	612,600.00

Lead Time- 8-10 Weeks ARO

Shipping \$1,500.00 TOTAL 614,100,00

TAX ID: 32-0007782 DUNS: 014644624 CAGE: 1PND8

Tactical Support Equipment is a service-disabled,

veteran-owned, small business &DVOSB).

If you have any questions about this price quote, please contact Carl Beene, 910-425-3360, cbeene@tserecon.com

Thank You For Your Business!

4039 Barefoot Road Fayetteville, NC 28306 800-889-4030 910-425-3360 www.tserecon.com



01July 2020

Nassau County NY Police Department Attn: Devin Ross

Memorandum for Record

Subject: Sole Source Letter

- The purpose of this letter is to certify that Tactical Support Equipment, Inc (TSE Inc.) is the sole United States source of supply for the Octasic Nyxcell System TSE-CBRSYS6508-R3E-7NCE3U-T2 Multi-Channel baseband unit supporting commercial cellular base station implementation consisting of the 8-Channel Portable Base Station Unit, 7-Band Transportable Amplifier Unit and Vehicular RSSI DF Unit.
- 2. Nyxcell Unique System Specifications:
 - a. 8-Channel Portable Base Station Unit (PBU)
 - i. Process 8-Simultaneous Signals (Transmit and Receive).
 - ii. Internally multiplexed 8-Signals to one antenna port (Transmit and Receive simultaneously).
 - ili. 8-Channels can be automatically or manually configured.
 - iv. Base station and amplifier capable of being controlled over Wi-Fi or wired Ethernet.
 - b. 7-Band Transportable Amplifier Unit (TAU)
 - i. Available power output of up to 100-Watts PEP per band.
 - c. Vehicular DF Unit
 - i. RSSI based with ability to discriminate signals using the Uplink Code assigned to the Handset.
 - ii. Integrated into System and also has the capability to be converted into a separate stand-alone vehicle DF platform.
 - d. 2-Box configuration for simple System installation.
 - e. Automatic Mission Configuration. Configurable User Accounts and Permissions built into the System software graphical user interface (GUI).
 - f. Capture and DF Handset on native frequency,
 - g. Target Data Correlation built into the GUI for Target Development.
 - h. System calculates Latitude and Longitude of Handset using Algorithmbased device location when Handset is captured by the System.
 - i. Map display integrated in the GUI.
 - j. Integrated Maps allowing for the visualization of traveled routes with color scheme displaying the received signal of the targeted device.
 - k. Unit capable of completing all-carrier network scan in under 6 minutes.

4039 Barefoot Road Fayetteville, NC 28306 800-889-4030 910-425-3360 www.tserecon.com



- I. Capable of isolating the signal of the target by using the uplink code assigned to the handset.
- m. Capable of targeting more than one Device simultaneously.
- n. Capable of getting GPS location from the Handset (2G and 3G with some chipsets).
- o. Powered from one DC-to-AC inverter to the amplifier, which supplies power to the entire system.
- p. System offers frequency agility from 400MHz to 4 GHz on each channel
 - i. 600MHz (LTE Band 71)
 - ii. 700 MHz (LTE Band 12, 13, 14)
 - iii. 800 MHz (CDMA Band 10)
 - iv. 850 MHz (GSM850; CDMA Band 0; UMTS 5; LTE 5, 26)
 - v. 900 MHz (GSM1900; CDMA Band 1; UMTS 2, 25; LTE 2, 25)
 - vi. AWS 1700/2100 (CDMA Band 15; UMTS 4; LTE 4)
 - vii. AWS 1700/2100 (LTE Band 10, 66)
 - viii. 1900 MHz (CDMA Band 14)
 - ix. 2300 MHz (LTE Band 30)
 - x. 2500 MHz (TDD-LTE Band 41)
 - xi. 5G Network Scanning

a. FCC Certified

- r. Capable of capturing the handset and place it in Idle mode without consuming the battery of the handset, allowing for a sporadic check on the target signal and direction without releasing the Target from the camping signal.
- s. Capable of 5G network scanning.
- t. Capable of completing all-carrier network scan in under 10 minutes.
- u. Base station and amplifiers controllable of Wi-Fi or wired ethernet.
- v. Unit capable of locating in LTE mode, and direction-finding while remaining in LTE mode.
- w. Collected database can be manage as directed by client guidance (delete, save, merge).
- x. Compatible and integrated with analytical Software (Pen Link, Gladiator Forensics, etc).
- y. Compatible with all handheld finishing tools on the market.
- z. Can be mounted in standard server rack.
- aa, Can be mounted in both vehicular and aerial platforms.
- bb. Direction Finding Equipment:
 - I. Configurable as integrated with base station or standalone
 - II. RSSIDF
 - iii. Channel and code discrimination for DF without redirecting.

4039 Barefoot Road Fayetteville, NC 28306 800-889-4030 910-425-3360 www.tserecon.com



cc. Receives GPS location from 2G/3G handsets dd. Integrated maps allow for the visualization of:

- Traveled routes with color scheme displaying the received signal of the targeted device.
- ii. Tower location using providers CSV tower data.
- iii. Compass rose with target directions
- lv. Target GPS (2G/3G)

ee. Isolates the signal of target by using uplink code assigned to handset. ff.

- 3. Tactical Support Equipment, Inc does not have sub-distributors or dealers for this system.
- 4. Point of contact is Cari Beene at 910-425-3360 or cbeene@tserecon.com.

Carl Beene

Carl FBeens

President

Tactical Support Equipment Inc.

Schantz, Jordan

From:

Ross, Devin < DRoss@PDCN.ORG>

Sent:

Wednesday, November 25, 2020 12:10 PM

To:

Schantz, Jordan; Field, William (PAB)

Subject:

RE: A-63-20

To whom it may concern:

In reference to A-63-20 purchase of cellular tracking equipment provided by the company Tactical Support Equipment. We are purchasing new cellular tracking equipment to replace our outdated equipment from Harris corp. In August of 2020 Harris corp announced that they are "ending life" support on their cellular tracking equipment that we own and they no longer will be selling this equipment. Due to the importance of this equipment Hundreds of departments across the nation started to plan to replace this equipment ASAP. There are only a few vendors in the marketplace. The only vendor that had equipment to meet the needs and specifications of the department is Tactical Support Equipment's product. This is way every major police department in the area has also chosen this company to include NYPD. The NTS Police and the FBI. This equipment is also the only company that will allow backwards compatibility with hardware and software the department already owns saving hundreds of thousands of dollars as well as the only equipment that works in conjunction with other department software purchases like Gladiator Forensics. The reason why all local departments chose TSE for their purchase also has technical reasons. New York due to its population has a very high RF environment (radio frequencies everywhere) TSE has more radios in its equipment then any other company allowing for easier and much faster tracking of phones in our area. Lastly in many cases multiple trucks are needed to force phones from "skipping" frequencies. We do this in conjunction with other agencies like NYPD and the NYSP so we must own the same equipment as them. Also in emergency situations while we may be waiting for a repair we can swap parts with these other agencies to keep us going while we wait. TSE is the only company capable of meeting the needs of the Nassau County Police Department. We use cellular tracking equipment on an almost daily basis and this equipment needs to be purchased ASAP, In 2020 alone year to date we have gone out of 115 times in situations where there was a threat to life to include: suicidal persons, elderly people with dementia, and kidnapping victims. As of right now the equipment we own is not capable of tracking any 5g phones which is fully supported by the new Iphone 12's that just came out. Every day that goes by someone could be at risk of not getting saved. Please call me with any questions 516-669-5237. Thank you and Have a Happy Thanksgiving.....devin ----Original Message----

From: Schantz, Jordan < jschantz@nassaucountyny.gov>

Sent: Wednesday, November 25, 2020 11:21 AM To: Field, William (PAB) < WKField@PDCN.ORG>

Cc: Ross, Devin < DRoss@PDCN.ORG>

Subject: RE: A-63-20

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hey Bill,

Yes, if they could please write a brief justification for the Sole Source. I know there is one from the vendor in the package but there is usually also one from the department. We have today and Monday to file this contract so if you could get it to us by then it would be appreciated. Thank you both for your help on this.

Jordan Schantz Legislative Affairs Office of Nassau County Executive Laura Curran 1550 Franklin Avenue Mineola, NY 11501

(516) 571-4851

----Original Message----

From: Field, William (PAB) < WKField@PDCN.ORG> Sent: Wednesday, November 25, 2020 11:16 AM To: Schantz, Jordan < jschantz@nassaucountyny.gov>

Cc: Ross, Devin < DRoss@PDCN.ORG>

Subject: Re: A-63-20

Jordan,

This is an electronics squad item (not BSO). I spoke to D/Lt Ross and this is their vendor. They did not produce a department version of a sole source. However, if you need one they can produce it. I cc'ed Devin on this email. Please let me know what you need as this is an urgent request.

Thanks,

Bill

Sent from my iPhone

> On Nov 25, 2020, at 10:38 AM, Schantz, Jordan <jschantz@nassaucountyny.gov> wrote:

> CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

>

>

NASSAU COUNTY LEGISLATURE 13th TERM MEETING AGENDA

RULES COMMITTEE

DECEMBER 14, 2020 1:00 PM

Richard Nicolello – Chairman Howard Kopel – Vice Chairman Steve Rhoads Laura Schaefer Kevan Abrahams – Ranking Delia DeRiggi-Whitton Siela Bynoe

Michael C. Pulitzer, Clerk of the Legislature

Clerk Item No.	Proposed By	Assigned To	Summary
A-63-20	PR	R	RESOLUTION NO2020
			A RESOLUTION RATIFYING THE COMMISSIONER OF SHARED SERVICES AWARD AND EXECUTION OF A PURCHASE ORDER BETWEEN THE COUNTY OF NASSAU,
			ACTING ON BEHALF OF THE NASSAU COUNTY POLICE DEPARTMENT AND
			TACTICAL SUPPORT EQUIPMENT, INC. A-63-20
			THE FOLLOWING ITEMS MAY BE UNTABLED
A-32-20	PR	R	RESOLUTION NO2020
			A RESOLUTION RATIFYING THE COMMISSIONER OF SHARED SERVICES AWARD
			AND EXECUTION OF A PURCHASE ORDER BETWEEN THE COUNTY OF NASSAU,
			ACTING ON BEHALF OF THE NASSAU COUNTY OFFICE OF EMERGENCY
A-41-20	PR	R	MANAGEMENT, AND FASTENAL COMPANY. A-32-20 RESOLUTION NO2020
A-41-20	PK	K	A RESOLUTION NO2020 A RESOLUTION AUTHORIZING THE COMMISIONER OF SHARED SERVICES TO
			APPROVE ADDITIONAL FUNDING FOR A BLANKET PURCHASE ORDER
			BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU
			COUNTY DEPARTMENT OF PUBLIC WORKS, AND 3D INDUSTRIAL SALES AND
			SERVICE, INC. A-41-20
A-50-20	PR	R	RESOLUTION NO2020
			A RESOLUTION AUTHORIZING THE COMMISSIONER OF SHARED SERVICES TO
			AWARD AND EXECUTE A PURCHASE BLANKET ORDER BETWEEN THE COUNTY
			OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF
A-58-20	PR	R	PUBLIC WORKS, AND HINCK ELECTRICAL CONTRACTING INC. A-50-20 RESOLUTION NO2020
A-30-20	I K	K	A RESOLUTION NO2020 A RESOLUTION AUTHORIZING THE COMMISSIONER OF SHARED SERVICES TO
			AWARD AND EXECUTE A BLANKET PURCHASE ORDER BETWEEN THE COUNTY
			OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF
			PUBLIC WORKS, AND NATIONAL WASTE SERVICES LLC. A-58-20
A-62-20	PR	R	RESOLUTION NO2020
			A RESOLUTION RATIFYING THE COMMISSIONER OF SHARED SERVICES AWARD
			AND EXECUTION OF A PURCHASE ORDER BETWEEN THE COUNTY OF NASSAU,
			ACTING ON BEHALF OF THE NASSAU COUNTY POLICE DEPARTMENT AND
			INTERGRAPH D/B/A HEXAGON SAFETY & INFRASTRUCTURE. A-62-20

Clerk Item No.	Proposed By	Assigned To	Summary
A-67-20	PR	R	RESOLUTION NO2020 A RESOLUTION AUTHORIZING THE COMMISSIONER OF SHARED SERVICES TO AWARD AND EXECUTE A BLANKET PURCHASE ORDER BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF VARIOUS NASSAU COUNTY AGENCIES, AND CASTLE TRANSIT MIX, LLC. A-67-20
B-3-20	PW	R	RESOLUTION NO. 2020 A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND WELSBACH ELECTRIC CORP. OF L.I. B-3-20
B-26-20	PW	R	RESOLUTION NO. 2020 A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND H & L CONTRACTING, LLC. B-26-20
B-27-20	PW	R	RESOLUTION NO. 2020 A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND H & L CONTRACTING, LLC. B-27-20
E-35-20	SS	R	RESOLUTION NO2020 A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF SOCIAL SERVICES, AND BERKSHIRE FARM CENTER & SERVICES FOR YOUTH ("BERKSHIRE"). E-35-20
E-69-20	PD	R	RESOLUTION NO2020 A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY POLICE DEPARTMENT, AND CHANGE HEALTHCARE TECHNOLOGY ENABLED SERVICES, LLC. E-69-20

Clerk Item No.	Proposed By	Assigned To	Summary
E-79-20	PK	R	RESOLUTION NO2020
E-77-20	110	K	A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A
			PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU,
			ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PARKS,
			RECREATION AND MUSEUMS, AND COLISEUM KITCHEN INC. E-79-20
E-106-20	SS	R	RESOLUTION NO2020
2 100 20			A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN
			AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY
			OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF SOCIAL SERVICES
			AND AMERICAN RECORD MANAGEMENT SYSTEMS, INC. E-106-20
E-132-20	PW	R	RESOLUTION NO2020
			A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN
			AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY
			OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF
			PUBLIC WORKS AND LOCKWOOD, KESSLER & BARTLETT, INC. E-132-20
E-133-20	PW	R	RESOLUTION NO2020
			A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN
			AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY
			OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF
			PUBLIC WORKS AND LOCKWOOD, KESSLER & BARTLETT, INC. E-133-20
E-134-20	TR	R	RESOLUTION NO2020
			A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN
			AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY
			OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY TREASURER'S
			OFFICE AND ALBRECHT, VIGGIANO, ZURECK & COMPANY P.C. E-134-20
E-137-20	AT	R	RESOLUTION NO2020
			A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A
			PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU,
			ACTING ON BEHALF OF THE NASSAU COUNTY ATTORNEY'S OFFICE, AND
			WOLF HALDENSTEIN ADLER FREEMAN & HERZ LLP. E-137-20

Clerk Item	Proposed By	Assigned To	Summary
No.			
E-138-20	AT	R	RESOLUTION NO2020
			A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN
			AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY
			OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY ATTORNEY'S
			OFFICE, AND WOLF HALDENSTEIN ADLER FREEMAN & HERZ LLP, AND
			CALCATERRA POLLACK LLP. E-138-20
E-162-20	PW	R	RESOLUTION NO2020
			RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A
			PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU,
			ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC
			WORKS AND WSP USA, INC. E-162-20