

1. PUBLIC NOTICE

Documents:

[12-14-20 RULES PUBLIC NOTICE.PDF](#)

2. Rules Agenda Contracts

Documents:

[A-63-20 NCWEB.PDF](#)  
[R-12-14-20.PDF](#)

3. 12-14-20 Rules Transcript

Documents:

[RULES COMMITTEE, 12-14-20.PDF](#)



## **PUBLIC NOTICE**

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](mailto: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. PULTZER  
Clerk of the Legislature  
Nassau County, New York**



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 <i>Melissa Gallucci</i>

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

Proposed Legislative Action					
	To	Date	Approval	Info	Other
	Assgn Comm				
	Rules Comm				
	Full Leg				

Internal Approvals			
Date & Init.	Approval	Date & Init.	Approval
	Dept. Head		
<i>P</i>	Budget	11/9/20 <i>HW</i>	County Atty.
	Deputy C.E.	11/20/20	County Exec.

#### Narrative

**Purpose:** 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 purchase order to Tactical Support Equipment, Inc. as the sole source for this contract.

APPROVED: *J. Amato* 10/26/20  
 INSURANCE SECTION  
 REAL ESTATE, POLICE AND  
 FEDERAL CONTRIBUTION  
 (DATE)

2020 DEC -7 P 5:32

RESOLUTION

2020

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 Tactical Support Equipment, Inc., 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 Tactical Support Equipment, Inc.

COUNTY OF NASSAU

INTER – DEPARTMENTAL MEMO

**TO:** CLERK OF THE COUNTY LEGISLATURE

**A-63-2020**

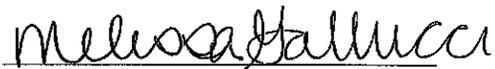
**FROM:** MELISSA GALLUCCI - COMMISSIONER OF SHARED SERVICES

**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





COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

YES  NO  If yes, to what campaign committee?

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

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

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

Electronically signed and certified at the date and time indicated by:  
Carl Beene [CBEENE@TSERECON.COM]

Dated: 09/16/2020 04:07:31 PM

Vendor: Tactical Support Equipment, Inc

Title: President



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

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.

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

YES  NO  If yes, to what campaign committee? If none, you must so state:

\_\_\_\_\_

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

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

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

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

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

Carl Beene [CBEENE@TSERECON.COM]

Dated: 09/16/2020 03:38:18 PM

Vendor: Tactical Support Equipment, Inc

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.

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

**PRINCIPAL QUESTIONNAIRE FORM**

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

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

1. Principal Name: Wayne Dadetto  
Date of birth: 07/08/1960  
Home address: 2773 Pinecrest Drive SE  
City: Southport State/Province/Territory: NC Zip/Postal Code: 28461  
Country: US

Business Address: 4039 Barefoot Road  
City: Fayetteville State/Province/Territory: NC Zip/Postal Code: 28306  
Country: US  
Telephone: 9104253360

Other present address(es):  
City: \_\_\_\_\_ State/Province/Territory: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_  
Country: \_\_\_\_\_  
Telephone: \_\_\_\_\_

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	<u>03/15/2002</u>	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?

YES  NO  If Yes, provide details.

100% Owner of business

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES  NO  If Yes, provide details.

\_\_\_\_\_

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES  NO  If Yes, provide details.

\_\_\_\_\_

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

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

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

a. Been debarred by any government agency from entering into contracts with that agency?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

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

YES  NO  If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?

YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?

YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?

YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y

YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES  NO  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?

YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

I, Wayne Dadetto , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may 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 complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

**CERTIFICATION**

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

Tactical Support Equipment, Inc

Name of submitting business

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

Wayne Dadetto

*Way. D. 16 Dec 20*

CEO

Title

09/16/2020 03:28:14 PM

Date

**Business History Form**

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

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

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

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

Date: 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) Dun and Bradstreet number: 014644624

5) Federal I.D. Number: 320007782

6) The proposer is a: Corporation (Describe) \_\_\_\_\_

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

YES  NO  If yes, please provide details:

\_\_\_\_\_

8) Does this business control one or more other businesses?

YES  NO  If yes, please provide details:

\_\_\_\_\_

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?

YES  NO  If yes, please provide details:

\_\_\_\_\_

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?  
YES  NO  If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

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11) Has the proposer, during the past seven years, been declared bankrupt?  
YES  NO  If yes, state date, court jurisdiction, amount of liabilities and amount of assets

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12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.  
YES  NO  If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

---

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.  
YES  NO  If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

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14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:  
a) Any felony charge pending?  
YES  NO  If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

---

b) Any misdemeanor charge pending?  
YES  NO  If yes, provide details for each such investigation, an explanation of the circumstances 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

element of which relates to truthfulness or the underlying facts of which related to the conduct of business?  
YES  NO  If yes, provide details for each such 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  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  If yes, provide details for each such investigation, an explanation of the  
circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any  
sanction imposed as a result of judicial or administrative proceedings with respect to any professional license  
held?  
YES  NO  If yes, provide details for each such investigation, an explanation of the  
circumstances and corrective action taken.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable  
federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?  
YES  NO  If yes, provide details for each such year. Provide a detailed response to all  
questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the  
questionnaire.

17 Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly  
state "No conflict exists."

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict  
of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

(ii) Any family relationship that any employee of your firm has with any County public servant that may  
create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau  
County.

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a  
conflict of interest in acting on behalf of Nassau County.

- b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

If a conflict of interest should arise guidance should be sought from the County to resolve any issues.

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

Have you previously uploaded the below information under in the Document Vault?

YES  NO

Is the proposer an individual?

YES  NO  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 individuals 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 officers and directors from this company have been attached.*

- iv) State of incorporation (if applicable);

NC

- v) The number of employees in the firm;

8

- vi) Annual revenue of firm;

6000000

- vii) Summary of relevant accomplishments

Tactical Support Equipment,lc is a manufacturer, distributor and trainer of Reconnaissance/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.

B. Indicate number of years in business.

18

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

Our profile is listed under Cage Code 1PND8 at sam.gov. Link- <https://www.sam.gov/SAM/>

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

Company Minnesota Bureau of Criminal Apprehension  
Contact Person Bill O'Donnell  
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

Company Houston TX PD  
Contact Person Marlon Roberts  
Address City of Houston PD 901 Bagby  
City Houston State/Province/Territory TX  
Country US  
Telephone (713) 308-8750  
Fax #  
E-Mail Address Marlon.Roberts@HoustonPolice.Org

I, Carl Beene, hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Carl Beene, hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

**CERTIFICATION**

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

Name of submitting business: Tactical Support Equipment, Inc

Electronically signed and certified at the date and time indicated by:  
Carl Beene [CBEENE@TSERECON.COM]

President  
Title

09/16/2020 04:06:03 PM  
Date

COUNTY OF NASSAU

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

1. Name of the Entity: Tactical Support Equipment, Inc

Address: 4039 Barefoot Road

City: Fayetteville State/Province/Territory: NC Zip/Postal Code: 28306

Country: US

2. Entity's Vendor Identification Number: 320007782

3. Type of Business: Other (specify) S-Corp

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

*No principals have been attached to this form.*

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

If none, explain.

Wayne Dadetto

*No shareholders, members, or partners have been attached to this form.*

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

None

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

Are there lobbyists involved in this matter?

YES  NO

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

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

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

--

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

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

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



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

<b>PRODUCER</b> Walker Worth Insurance Agency 3821 Ramsay St. Suite 120 Fayetteville, NC 28311	<b>CONTACT NAME:</b> Walker Worth <b>PHONE (A/C No. Ext):</b> 910-488-5056 <b>E-MAIL ADDRESS:</b> walker@walkerworthinsurance.com	<b>FAX (A/C No.):</b> 910-488-2181
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Tactical Support Equipment, Inc. 4032 Barefoot Rd. Fayetteville, NC 28306	<b>INSURER A:</b> Hartford Fire Insurance Company NAIC # 19682	
	<b>INSURER B:</b> Hartford Casualty Insurance Company 29424	
	<b>INSURER C:</b> Carolina Casualty Insurance Company	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

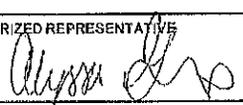
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		33UNTO7025	01/07/2020	01/07/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/>			33UNTO7025	01/07/2020	01/07/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION S			33RHUTO6682	01/07/2020	01/07/2020	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	KEY0136075	02/20/2020	02/20/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	PROFESSIONAL LIABILITY			33TE035233920	06/05/2020	06/05/2021	EACH WRONG ACT 1,000,000

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 240 Old Country Rd. Mineola, NY 11501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	---

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REQUISITION

*Quote* ✓  
*See* ✓

RQPD20000387 28/AUG/2020

VENDOR: *320007782*  
 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	QTY	U/M	UNIT COST	TOTAL	
001	725-47 RADIO DIRECTION FINDER ITEM # TSE-CBRSY6508-R3E-7NCE2U-T2 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	1.00	EA	524,600.0000	524,600.00	
002	725-47 RADIO DIRECTION FINDER ITEM # TSE-CBRVDF2000-E3NREE-1S VEHICULAR GEOLATION SYSTEM G300 OPTION INCLUDES : SOFTWARE LICENSE OCTLIC-G2000-333974-001 GEOLOCATION SOFTWARE CBRSAR-3G0E-GE-1 TWO YEARS OF UPGRADES INCLUDED	1.00	EA	68,000.0000	68,000.00	
003	725-47 RADIO DIRECTION FINDER ITEM # TSE-ACE-NET NEW EQUIPMENT TRAINING (NET) 1WK ON SITE	1.00	EA	20,000.0000	20,000.00	

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	QTY	U/M	UNIT COST	TOTAL	
	004 725-47			1.00 EA	1,500.0000	1,500.00
	RADIO DIRECTION FINDER					
	SHIPPING					

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  
F9-LINK    F10-SAVE  
INQUIRY COMPLETE

F5-TOP  
F11-INS PAGE

F6 COPY  
F12-DEL PAGE

F7-PR PAGE  
ENTER-INQUIRE

F8-NX PAGE  
CL-EXIT

## **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 production 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 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 fails 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 contingent 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 relieve 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 foregoing, 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 products 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 full satisfaction of Buyer. TSE makes no warranty as to software products, which are supplied "AS-IS", or as to experimental or developmental products or 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 warranties 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 were shipped; and,
- (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, duties 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 otherwise.

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 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 majeure* 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, devices 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, 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 legend 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 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 may 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 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 those stated in Section 8.

*In no event shall TSE be liable to anyone for special, collateral, 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 termination 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.

#### **14. EXPORT CONTROL**

*The products covered by this contract may fall within the group of "strategic" electronic products or technical data that are wholly or partly of U.S. origin or technology, the export of which is subject to export license 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**

If 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 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.*

RQPD20000387  
KS



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	23-Jun-20
QUOTE #	20-304-2
REF	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

<b>8 Channel Portable Base Station Unit</b>	TSE-CBRSYS6508-R3E-7NCE2U-T2	1	\$ 524,600.00	\$ 524,600.00
Includes: SDR License CBRLLIC-B6500-333974001				
Cell Protocol Application CBR SAR-8H4C-WE-1				
Vehicular RSSI Direction Finder CBRVDF1000-C4ME-1S				
3yr Support & Warranty				
3000W P5W 12VDC-120VAC Inverter w/cables				
<b>Vehicular Geolocation System G300 Option</b>	TSE-CBRVDF2000-E3NEEE-1S	1	\$ 68,000.00	\$ 68,000.00
Includes: Software License OCTLIC-G2000-333974-001				
Geolocation Software CBR SAR-3GOE-GE-1				
Two years of upgrades included				
<b>New Equipment Training (NET) 1WK On Site</b>	TSE-ACE-NET	1	\$ 20,000.00	\$ 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.				

Subtotal \$ 612,600.00

Lead Time- 8-10 Weeks ARO

Shipping	\$1,500.00
<b>TOTAL</b>	<b>\$ 614,100.00</b>

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



01 July 2020

Nassau County NY Police Department  
Attn: Devin Ross

Memorandum for Record

Subject: Sole Source Letter

1. 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**).
    - iii. 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 Algorithm-based 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](http://www.tserecon.com)



- l. 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
- q. 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. RSSI DF
  - iii. Channel and code discrimination for DF without redirecting.

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- cc. Receives GPS location from 2G/3G handsets
  - dd. Integrated maps allow for the visualization of:
    - i. 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
    - iv. 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 Carl Beene at 910-425-3360 or [cbeene@tserecon.com](mailto:cbeene@tserecon.com).

*Carl F Beene*  
Carl Beene  
President  
Tactical Support Equipment Inc.

## Schantz, Jordan

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**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**

## **13<sup>th</sup> TERM MEETING AGENDA**

# **RULES COMMITTEE**

**DECEMBER 14, 2020 1:00 PM**

**Richard Nicoletto – 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	<u>Summary</u>
A-63-20	PR	R	<b><u>RESOLUTION NO. -2020</u></b> 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
			<b>THE FOLLOWING ITEMS MAY BE UNTABLED</b>
A-32-20	PR	R	<b><u>RESOLUTION NO. -2020</u></b> 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 MANAGEMENT, AND FASTENAL COMPANY. A-32-20
A-41-20	PR	R	<b><u>RESOLUTION NO. -2020</u></b> A RESOLUTION AUTHORIZING THE COMMISSIONER 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	<b><u>RESOLUTION NO. -2020</u></b> 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 PUBLIC WORKS, AND HINCK ELECTRICAL CONTRACTING INC. A-50-20
A-58-20	PR	R	<b><u>RESOLUTION NO. -2020</u></b> 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	<b><u>RESOLUTION NO. -2020</u></b> 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	<u>Summary</u>
A-67-20	PR	R	<b><u>RESOLUTION NO. -2020</u></b> 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	<b><u>RESOLUTION NO. 2020</u></b> 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	<b><u>RESOLUTION NO. 2020</u></b> 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	<b><u>RESOLUTION NO. 2020</u></b> 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	<b><u>RESOLUTION NO. -2020</u></b> 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	<b><u>RESOLUTION NO. -2020</u></b> 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	<u>Summary</u>
<b>E-79-20</b>	<b>PK</b>	<b>R</b>	<b><u>RESOLUTION NO. -2020</u></b> 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
<b>E-106-20</b>	<b>SS</b>	<b>R</b>	<b><u>RESOLUTION NO. -2020</u></b> 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
<b>E-132-20</b>	<b>PW</b>	<b>R</b>	<b><u>RESOLUTION NO. -2020</u></b> 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
<b>E-133-20</b>	<b>PW</b>	<b>R</b>	<b><u>RESOLUTION NO. -2020</u></b> 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
<b>E-134-20</b>	<b>TR</b>	<b>R</b>	<b><u>RESOLUTION NO. -2020</u></b> 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
<b>E-137-20</b>	<b>AT</b>	<b>R</b>	<b><u>RESOLUTION NO. -2020</u></b> 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 No.	Proposed By	Assigned To	<u>Summary</u>
E-138-20	AT	R	<p><b>RESOLUTION NO. -2020</b>  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 &amp; HERZ LLP, AND CALCATERRA POLLACK LLP. E-138-20</p>
E-162-20	PW	R	<p><b>RESOLUTION NO. -2020</b>  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</p>

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NASSAU COUNTY LEGISLATURE

RICHARD NICOLELLO  
PRESIDING OFFICER

RULES COMMITTEE

LEGISLATOR RICHARD NICOLELLO  
CHAIR

Theodore Roosevelt Building  
1550 Franklin Avenue  
Mineola, New York

Monday, December 14, 2020  
5:26 P.M.

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A P P E A R A N C E S :

LEGISLATOR RICHARD NICOLELLO  
Chair

LEGISLATOR HOWARD KOPEL  
Vice Chair

LEGISLATOR STEVEN RHOADS

LEGISLATOR LAURA SCHAEFER

LEGISLATOR KEVAN ABRAHAMS  
Ranking member

LEGISLATOR DELIA DERIGGI-WHITTON

LEGISLATOR SIELA BYNOE

1 Rules - 12-14-20

2 LEGISLATOR NICOLELLO: Mike call  
3 the Rules roll.

4 MR. PULITZER: Thank you. Rules  
5 Committee roll call. Legislator Siela Bynoe.

6 LEGISLATOR BYNOE: Here.

7 MR. PULITZER: Legislator Delia  
8 DeRiggi-Whitton.

9 LEGISLATOR DERIGGI-WHITTON:  
10 Here.

11 MR. PULITZER: Ranking Member  
12 Kevan Abrahams.

13 LEGISLATOR ABRAHAMS: Here.

14 MR. PULITZER: Legislator Laura  
15 Schaefer.

16 LEGISLATOR SCHAEFER: Here.

17 MR. PULITZER: Legislator Steven  
18 Rhoads.

19 LEGISLATOR RHOADS: Present.

20 MR. PULITZER: Vice Chairman  
21 Howard Kopel.

22 LEGISLATOR KOPEL: Here.

23 MR. PULITZER: Chairman Richard  
24 Nicolello.

25 LEGISLATOR NICOLELLO: Here.

1 Rules - 12-14-20

2 MR. PULITZER: We have a quorum  
3 sir.

4 LEGISLATOR NICOLELLO: We have a  
5 number of contracts to consider. The easiest  
6 way to do this is to just call the first one  
7 initially by itself. A-63 of 2020, a  
8 resolution ratifying the commissioner of  
9 shared services to award and executed a  
10 purchase order between the county and Tactical  
11 Support Equipment.

12 Moved by Legislator Schaefer.  
13 Seconded by Deputy Presiding Officer Kopel.  
14 This one is before us. Inspector.

15 MR. FIELD: Good afternoon.  
16 William Field, deputy inspector Nassau County  
17 Police Department. Item A-63-20 is to  
18 authorize and award a purchase order for the  
19 OXStatic Nick cell system. This is a  
20 commercial cellular-based station for cellular  
21 tracking services. The police department and  
22 specifically our electronics unit squad  
23 heavily uses this system.

24 The Department of Shared Services  
25 determined that this was a sole source

1                   Rules - 12-14-20  
2       procurement. Tactical Support Equipment, the  
3       parent vendor, is the sole source that  
4       manufacturers and sells this system. The  
5       hardware is installed in a vehicle and is run  
6       on a licensed software which enables the  
7       police department to accurately track  
8       criminals as well as high risk missing persons  
9       and also people that are possibly suicidal.

10                   There is no other product that  
11       provides equipment with similar benefits to  
12       this system. The maximum amount authorized  
13       under this purchase order is \$614,100. It's  
14       federal grant funded. That's it. Thank you.

15                   LEGISLATOR NICOLELLO:     Any debate  
16       or discussion or questions for the inspector?  
17       We're good. Thank you.

18                   All in favor signify by saying  
19       aye. Those opposed? It's unanimous.

20                   Now we need a motion to untable a  
21       number of contracts including the following.  
22       A-41 of 2020, a resolution authorizing the  
23       commissioner of shared services to approve  
24       additional funding for a blanket purchase  
25       order between the county and 3D Industrial

1 Rules - 12-14-20

2 Sales and Services.

3 B-26, B-27 2020 resolutions

4 authorizing the county executive to award and  
5 execute contracts between the county and H and  
6 L Contracting L.L.C.

7 E-35, E-132, E-133, E-137, E-138,  
8 resolutions authorizing the county executive  
9 to execute amendments to personal services  
10 agreements between the county and Berkshire  
11 Farm Center, Lockwood Kessler and Bartlett and  
12 Wolf, Haldenstein, Adler, Freeman and Herz and  
13 Calcaterra Pollack.

14 So, we have a motion by Legislator  
15 Bynoe to untable. Seconded by Legislator  
16 Schaefer. All in favor of untabling signify  
17 by saying aye. Those opposed? They are  
18 untabled. Let's start with A-41.

19 MR. ARNOLD: A-41 is the service  
20 blanket order for the heating and cooling  
21 coils. The department does an annual usage of  
22 this maintenance at \$125,000 per year.  
23 Additionally, parks utilizes this contract for  
24 the coils associated with the ice making  
25 facilities and rinks and also corrections uses

1 Rules - 12-14-20

2 it for their facilities.

3 LEGISLATOR NICOLELLO: Any  
4 discussion? Hearing none, move on to the next  
5 two.

6 MR. ARNOLD: Next two are B-26  
7 and B-27?

8 LEGISLATOR NICOLELLO: Yes.

9 MR. ARNOLD: B-26 and B-27 are  
10 resurfacing contracts phases I think 62 and  
11 66. For B-26 there was five bidders. H and L  
12 Contracting was the lowest responsible  
13 bidder. Their bid came in at the engineer's  
14 estimate and they will be utilizing 16 percent  
15 MWBE.

16 For B-27, again H and L won that  
17 contract. There was a total of four bids on  
18 this one. Their bid again came in just  
19 slightly above the engineer's estimate and  
20 MWBE on this project I believe is the same,  
21 roughly 13.4 percent.

22 LEGISLATOR NICOLELLO: Any  
23 questions for Ken? Hearing none I think you  
24 have two more.

25 MR. ARNOLD: E-132 is an

1 Rules - 12-14-20  
2 amendment to our civil site on-call design  
3 contract for LKB, Lockwood Kessler. Adding an  
4 additional \$4 million to their contract cap.  
5 The timing stays the same.

6 E-133 is also an on-call amendment  
7 to their civil construction management,  
8 construction inspection services contract with  
9 us. That's adding an additional \$2 million to  
10 the cap.

11 LEGISLATOR NICOLELLO: Any debate  
12 or discussion or questions? Thank you Ken. I  
13 think that's the last contract you have,  
14 right?

15 MR. ARNOLD: Yes.

16 LEGISLATOR NICOLELLO: Next one  
17 is E-135 with Berkshire Farm Center.

18 MS. WASHBURN-BAUM: Loraine  
19 Washburn-Baum, deputy commissioner DSS. We  
20 have Maria Lauria. She should be on Teams for  
21 this contract. She's deputy commissioner.  
22 She's over at foster care. Maria are you  
23 there? I think I can speak.

24 LEGISLATOR NICOLELLO: Just give  
25 us a brief description of what this contract

1 Rules - 12-14-20

2 is.

3 MS. WASHBURN-BAUM: This is a  
4 contract for intensive home services. The  
5 program that Berkshire offers is called the  
6 Family Connection program. It provides  
7 short-term intensive home-based interventions  
8 intended to last six to eight weeks. The  
9 connection staff are available 24 hours a day  
10 seven days a week to provide concrete services  
11 such as day care, homemaking, budgeting,  
12 advocacy, case work counseling and referral  
13 services to eligible families with a goal to  
14 enhance family functioning, expedite  
15 reunification of children in care with their  
16 biological families. Eligible families of  
17 those families with an elevated risk of foster  
18 care.

19 LEGISLATOR NICOLELLO: With  
20 respect to the personnel from Berkshire, who's  
21 selects the personnel who is going to be  
22 involved in these home visits? Is that them?

23 MS. WASHBURN-BAUM: That's them.

24 LEGISLATOR NICOLELLO: Do we have  
25 an opportunity as a county to check out the

1 Rules - 12-14-20  
2 backgrounds of individuals that are being sent  
3 by Bershire into the homes.

4 MS. WASHBURN-BAUM: I don't  
5 believe so. I believe we contract with them  
6 and they're licensed by Office of Children and  
7 Family Services. Also the Justice Center,  
8 which is a very strong arm of the state  
9 intercedes if there's any issues with staff.

10 Maria, do you want to answer that?  
11 I'm pretty sure that Bershire would do that  
12 selecting.

13 MS. LAURIA: Yes, the agency  
14 would select their staff. Just to be very  
15 clear because I know there are a lot of  
16 concerns and rightfully so, the concerns have  
17 to do with a facility that closed that has  
18 nothing to do with the Bershire Farms  
19 preventive contract that was just described to  
20 you. It was a residential facility upstate  
21 and it has nothing to do with prevention and  
22 it has closed. And we didn't ever have any  
23 children that had the issues there and none of  
24 the staff that had the concerns that were  
25 subsequently immediately suspended and fired

1 Rules - 12-14-20

2 had anything to do with our youth when we did  
3 have youth placed there. It's a completely  
4 separate branch of Bershire under a completely  
5 separate I guess administration is the proper  
6 way to put it.

7 LEGISLATOR NICOLELLO: Is there  
8 any supervision of these contractor's  
9 personnel that go into the homes?

10 MS. LAURIA: Definitely there is  
11 a whole line of supervision that goes all the  
12 way up to the top. The other piece is that we  
13 work with them. So, there is no situation  
14 where there is a Bershire Farms person doing  
15 preventive services where there is not a DSS  
16 case worker doing case management and a  
17 supervisor at DSS reviewing the case and  
18 again, with an assistant director and a  
19 director. So there are multiple lines of  
20 supervision both within Bershire Farms and  
21 within DSS working on each case together.

22 LEGISLATOR NICOLELLO: Thank  
23 you. Anyone else have any questions? Thank  
24 you very much. Appreciate it.

25 Last two contracts are with the

1 Rules - 12-14-20

2 county attorney's office. E-137 and E-138.

3 MS. MOLINARES: Good afternoon.

4 Chief deputy county attorney Jessica Molinares  
5 here as well as litigation bureau chief Laurel  
6 Kretzing. Good evening. I apologize.

7 LEGISLATOR NICOLELLO: Could you  
8 just briefly give us, I know this was before  
9 us one time previously, but briefly tell us  
10 what these contracts are, what the services  
11 are, what the amounts are.

12 MS. MOLINARES: Contract E-137-20  
13 is with the firm of Wolf Haldenstein. That's  
14 in respect to their services in a litigation,  
15 in a tax certiorari litigation matter, called  
16 Berliner versus Nassau County. The contract  
17 is for \$385,000.

18 Contract E-138-20 is an assessment  
19 of a prior contract that was assigned to the  
20 firm of Wolf Haldenstein, also on a tax  
21 certiorari matter by the name of Hall versus  
22 Nassau County. We are now seeking to  
23 reassigned that contract from Wolf Haldenstein  
24 to the firm of Calcaterra and Pollack. It's  
25 an assignment, legislator, so it's referred to

1 Rules - 12-14-20  
2 as a penny contract. We're not seeking to add  
3 any additional funding to the original term of  
4 the contract.

5 LEGISLATOR NICOLELLO: I know  
6 these attorneys started providing their  
7 services before the contracts were submitted  
8 to the county legislature. In the past,  
9 recently as last week, we were told that part  
10 of the delays involved the disclosure forms.  
11 I don't think those excuses really are  
12 acceptable with law firms. This is something  
13 that they should be able to rectify within  
14 hours if not days of being told what the  
15 requirements are.

16 The point I'm trying to make is,  
17 going forward we need to meet, we being the  
18 county, needs to inform these firms that if  
19 they haven't been approved that there is a  
20 real risk at some point that if we're late in  
21 getting approvals from the legislature for  
22 contracts that those contracts are going to be  
23 turned down.

24 Ultimately, what I'm trying to do  
25 is shift the burden of being the bad guy here

1                   Rules - 12-14-20  
2     in saying you're not going to get paid for  
3     this to the county attorney's office. Unless  
4     the contracts are provided to us in timely  
5     fashion then the law firms are going to be at  
6     risk for not getting paid for these contracts.

7                   MS. MOLINARES:     Understood  
8     legislator. I would say that every effort is  
9     made to submit these in a timely fashion and  
10    the firm that we, the special counsel firms  
11    are advised that until legislative approval is  
12    received they do run the risk that the  
13    contract would not be approved.

14                  LEGISLATOR NICOLELLO:     Tell them  
15    to get all their forms in as soon as possible  
16    so we can get it as soon as possible.

17                  MS. MOLINARES:     Yes, legislator.

18                  LEGISLATOR NICOLELLO:     Any other  
19    questions or discussion? No. Thank you very  
20    much. All in favor signify by saying aye.  
21    Let me clarify that. That would be all of  
22    those contracts that we have just considered  
23    including the public works contract, social  
24    services and county attorney's. To put it  
25    again, all in favor signify by saying aye.

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Rules - 12-14-20

Those opposed? Carries unanimously.

Motion to adjourn? Moved by  
Legislator Rhoads. Seconded by Legislator  
Schaefer. All in favor of adjourning signify  
by saying aye. Those opposed? Rules Committee  
is adjourned. We just have to wait for two  
emergency items for the legislature.

(Committee adjourned at 5:38 p.m.)

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CERTIFICATION

I, FRANK GRAY, a Notary  
Public in and for the State of New  
York, do hereby certify:

THAT the foregoing is a true and  
accurate transcript of my stenographic  
notes.

IN WITNESS WHEREOF, I have  
hereunto set my hand this 21st day of  
December 2020

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FRANK GRAY