



Contract Details

SERVICE

 NIFS ID #: CLPD17-0000 **05** NIFS Entry Date: **4.5.17** Term: from 8/01/15 to 7/31/18

New <input type="checkbox"/> Renewal <input type="checkbox"/>
Amendment <input checked="" type="checkbox"/>
Time Extension <input type="checkbox"/>
Addl. Funds <input checked="" type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES#

1) Mandated Program:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
3) CSEA Agmt. § 32 Compliance Attached:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

Agency Information

Vendor	
Name Selex-ES, Inc. / DBA ELSAG - NA	Vendor ID#: 98-0353098
Addresses: 205 - H Creek Ridge Rd., Greensboro, NC 27406	Contact Person Stephanie Battista Phone: 1-866-967-4900

County Department
Department Contact DLt. Kenneth Strigaro
Address COD 1490 Franklin Ave., Mineola, NY 11501 Phone 516-573-7400 7500

KSTRIGAR@CO.DAON.NY.GOV

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'd & Fw'd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)	<input checked="" type="checkbox"/>	<i>Selex</i>	
	OMB	NIFS Approval	<input checked="" type="checkbox"/>	<i>William</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Vertical DCE	NIFS Approval	<input type="checkbox"/>		
	Department	Vendor Administration NIFS Appvl (Dept. Head)	<input type="checkbox"/>		
4/14/17	County Attorney	CA RE&I Verification	<input checked="" type="checkbox"/>	<i>J. G. G. G.</i>	
	County Attorney	CA Approval as to form	<input checked="" type="checkbox"/>	<i>Kevin</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	LEG	Legislative Affairs	<input type="checkbox"/>		
		Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>	<input type="checkbox"/>		
	County Attorney	NIFS Approval	<input type="checkbox"/>		
	County Comptroller	NIFS Approval	<input type="checkbox"/>		
5/1/17	County Executive	Notarization Filed with Clerk of the Leg.	<input type="checkbox"/>	<i>Chen</i>	

 60301-1-17-102
 2017 MAY -1 P 12:09
 CLERK OF THE COUNTY CLERK
 NASSAU COUNTY



Contract Summary

Description: Contract for services related to License Plate Readers (LPR).

Purpose: To provide the Nassau County Police Department with maintenance and support services for all 62 License Plate Readers (LPR) including hardware repair and replacement and software upgrades.

Method of Procurement: Vendor selected as sole source provider. The 62 License Plate Readers are a proprietary system for hardware and software. ELSAG is the sole manufacturer of its Automated License Plate Reader (ALPR) equipment. The software includes proprietary features that allow the ALPR units to report into Nassau County's server for effective data sharing. This software allows data sharing throughout the country including: Nassau County agencies, Suffolk County PD, NYSP, HIDTA, Philadelphia PD, Maryland MCAT data fusion center, and more.

Procurement History: The Nassau County Police Department purchased the License Plate Readers from ELSAG; they came with an initial warranty included with the purchase. All of the units are currently out of warranty.

Description of General Provisions: The contractor will provide maintenance and support services to the 62 LPRs previously purchased by the NCPD from the contractor which are currently out of warranty. The LPR software includes proprietary features that allow the ALPR units to report into Nassau County's server for effective data sharing. This software allows data sharing throughout the country including: Nassau County agencies, Suffolk County PD, NYSP, HIDTA, Philadelphia PD, Maryland MCAT data fusion center, and more.

Impact on Funding / Price Analysis: not to exceed \$360,439. \$246,424.00 with annual installment of \$87,675.00 over three year term, plus \$120,000 for non-warranty parts/labor/reinstallations.

Change in Contract from Prior Procurement: N/A

Recommendation: Approve as submitted.

Advisement Information

BUDGET CODES	
Fund:	PDH
Control:	10
Resp:	1135
Object:	DE500
Transaction:	107

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$ 120,000.00
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$ 120,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	PDPDH 135/DE500	\$ 120,000.00
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$ 120,000.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: J. Oweis, Esq.

Date: 4/1/17

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



Nassau County Interim Finance Authority

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

1. Vendor: ELSAG North America LLC

2. Dollar amount requiring NIFA approval: \$ 120,000.00

Amount to be encumbered: \$ 120,000.00

This is a ☐ New Contract ☐ Advisement ☒ Amendment

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

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

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

3. Contract Term: 3 years

Has work or services on this contract commenced? ☒ Yes ☐ No

If yes, please explain: An amendment of an existing contract.

4. Funding Source:

☐ General Fund (GEN) ☐ Grant Fund (GRT) Federal %
☐ Capital Improvement Fund (CAP) State %
☒ Other County % 100

Is the cash available for the full amount of the contract? ☒ Yes ☐ No
If not, will it require a future borrowing? ☐ Yes ☐ No

Has the County Legislature approved the borrowing? ☐ Yes ☐ No ☐ N/A

Has NIFA approved the borrowing for this contract? ☐ Yes ☐ No ☐ N/A

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

Services related to License Plate Recognition - support and maintenance for software and hardware

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

Nassau County Attorney as to form ☐ Yes ☐ No ☐ N/A
Nassau County Committee and/or Legislature ☐ Yes ☐ No ☐ N/A

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

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

CQPD16-000001

AUTHORIZATION

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

Roseanna Miller 4/14/17
Signature Title Date

Print Name

COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Signature Title Date

Print Name

NIFA

Amount being approved by NIFA: _____

Signature Title Date

Print Name

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

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

NIFA reserves the right to request additional information as needed.

RULES RESOLUTION NO. – 2017

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES
AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON
BEHALF OF THE NASSAU COUNTY POLICE DEPARTMENT, AND
SELEX ES, INC. D/B/A ELSAG NORTH AMERICA LLC

WHEREAS, the County has negotiated an amendment to a personal
services agreement with Selex ES, Inc. d/b/a ELSAG North America LLC
for support and maintenance related to license plate recognition services, a
copy of which is on file with the Clerk of the Legislature; now, therefore, be
it

RESOLVED, that the Rules Committee of the Nassau County
Legislature authorize the County Executive to execute the amendment to an
agreement with Selex ES, Inc. d/b/a ELSAG North America LLC

George Maragos
Comptroller



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

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: SELEX ES/ ELSAG North America LLC

CONTRACTOR ADDRESS: 205 H Creek Ridge Road Greensboro NC 27406

FEDERAL TAX ID #: 98-0353098

Instructions: Please check the appropriate box ("☐") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date], _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.

The Contract was entered into after a written request for proposals was issued on March 20, 2009. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday, posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on April 28, 2009. Five (5) proposals were received and evaluated. The evaluation committee consisted of: three members of the Comptroller's Office and one member of the County Executive's Office. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

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

The contract was originally executed by Nassau County on January 25, 2016 [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after _____

[describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

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

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

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

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

- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

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

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

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

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

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

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

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


Department Head Signature

4/5/17.
Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers./Prof. Services Contracts: Rev. 09/15



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

No.

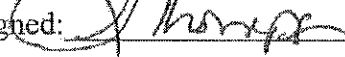
2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

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.

Dated: 2/10/2017

Vendor: Selex ES, Inc. dba ELSAG

Signed: 

Print Name: Guin Thompson

Title: Sr. Contracts Manager

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 Gary Stevens
Date of birth [REDACTED]
Home address [REDACTED]
City/state/zip [REDACTED]
Business address 11300 W. 89th Street
City/state/zip Overland Park, KS 66214
Telephone [REDACTED]
Other present address(es) _____
City/state/zip _____
Telephone _____
List of other addresses and telephone numbers attached _____
2. Positions held in submitting business and starting date of each (check all applicable)
President / / Treasurer 02/04/2004
Chairman of Board / / Shareholder / /
Chief Exec. Officer / / Secretary / /
Chief Financial Officer 02/04/2004 Partner / /
Vice President / /
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
YES NO X If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES NO X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES NO X;
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 X
If Yes, provide details.

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency?
YES ____ NO X If Yes, provide details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO X If Yes, provide details for each such instance.
 - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ____ NO X If Yes, provide details for each such instance.
 - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO X If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES ____ NO X If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? YES ____ NO X If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES ____ NO X If Yes, provide details for each such charge.
 - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ____ NO X If Yes, provide details for each such conviction.

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ____ NO X If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO X If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO X If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO X If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO X If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO X If Yes, provide details for each such year.

CERTIFICATION

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

I, Gary Stevens, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 13 day of February 2017

Mary C. Dreiling
Notary Public
State of Kansas

My appointment expires 11-19-2020

Mary C. Dreiling
Notary Public

Selex ES, Inc.

Name of submitting business

Gary Stevens

Print name

Signature

Chief Financial Officer

Title

Date

02, 13, 2017

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name Barry S. Dilks
Date of birth _____
Home address _____
City/state/zip _____
Business address _____
City/state/zip _____
Telephone _____
Other present address _____
City/state/zip _____
Telephone _____
List of other addresses and telephone numbers attached _____
2. Positions held in submitting business and starting date of each (check all applicable)
President ____/____/____ Treasurer ____/____/____
Chairman of Board ____/____/____ Shareholder ____/____/____
Chief Exec. Officer ____/____/____ Secretary ____/____/____
Chief Financial Officer ____/____/____ Partner ____/____/____
Vice President 2/1/14 ____/____/____
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
YES ____ NO ☒ If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ____ NO ☒ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ____ 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 details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO ☒ If Yes, provide details for each such instance.
 - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ____ NO ☒ If Yes, provide details for each such instance.
 - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO ☒ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES ____ NO ☒ If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? YES ____ NO ☒ If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES ____ NO ☒ If Yes, provide details for each such charge.
 - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ____ NO ☒ If Yes, provide details for each such conviction.

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ____ NO ☒ If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO ☒ If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO ☒ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO ☒ If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO ☒ If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO ☒ If Yes, provide details for each such year.

CERTIFICATION

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

I, Barry G. Dilks, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 10 day of February 2017


Notary Public

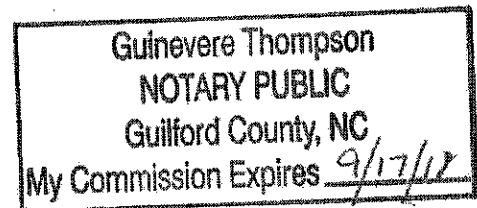
Selex ES, Inc
Name of submitting business

Barry G. Dilks
Print name


Signature

VP Finance
Title

2/10/17
Date



PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name Jason Laquatra

Date of birth / /

Home address _____

City/state/zip _____

Business address 11300 W. 89th Street

City/state/zip Overland Park, KS 66214

Telephone _____

Other present address(es) _____

City/state/zip _____

Telephone _____

List of other addresses and telephone numbers attached _____
2. Positions held in submitting business and starting date of each (check all applicable)

President / / Treasurer / /

Chairman of Board / / Shareholder / /

Chief Exec. Officer / / Secretary / /

Chief Financial Officer / / Partner / /

Vice President 10/28/2015 (Sr. VP Operations) / /

(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
YES ___ NO X If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ___ NO X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ___ NO X; 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 X
If Yes, provide details.

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

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency?
YES ____ NO X If Yes, provide details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO X If Yes, provide details for each such instance.
 - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ____ NO X If Yes, provide details for each such instance.
 - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO X If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES ____ NO X If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? YES ____ NO X If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES ____ NO X If Yes, provide details for each such charge.
 - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ____ NO X If Yes, provide details for each such conviction.


- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ____ NO X If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO X If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO X If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO X If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO X If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO X If Yes, provide details for each such year.

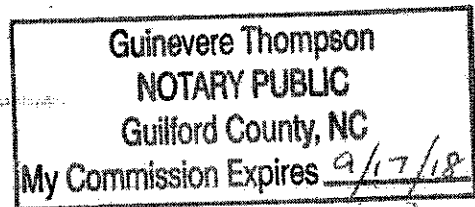
CERTIFICATION

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I, Jason Laquatra, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 9th day of February 2017


Notary Public



SOLIX ES INC. DBA ELSAG

Name of submitting business

JASON LAQUATRA

Print name



Signature

SENIOR VP of OPERATIONS

Title

2, 9, 17

Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name Mike Warner

Date of birth / /

Home address _____

City/state/zip _____

Business address 11300 W. 89th Street

City/state/zip Overland Park, KS 66214

Telephone _____

Other present address(es) _____

City/state/zip _____

Telephone _____

List of other addresses and telephone numbers attached _____
2. Positions held in submitting business and starting date of each (check all applicable)

President / / Treasurer / /

Chairman of Board / / Shareholder / /

Chief Exec. Officer 01 / 03 / 2005 Secretary / /

Chief Financial Officer / / Partner / /

Vice President / / _____ / /

(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
YES ____ NO X If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ____ NO X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ____ NO X; 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 X
If Yes, provide details.

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

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

- a. Been debarred by any government agency from entering into contracts with that agency?
YES ____ NO X If Yes, provide details for each such instance.
- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO X If Yes, provide details for each such instance.
- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ____ NO X If Yes, provide details for each such instance.
- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO X If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

- a) Is there any felony charge pending against you? YES ____ NO X If Yes, provide details for each such charge.
- b) Is there any misdemeanor charge pending against you? YES ____ NO X If Yes, provide details for each such charge.
- c) Is there any administrative charge pending against you? YES ____ NO X If Yes, provide details for each such charge.
- d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ____ NO X If Yes, provide details for each such conviction.

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ____ NO X If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO X If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO X If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO X If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO X If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO X If Yes, provide details for each such year.

CERTIFICATION

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I, Mike M. Warner, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 8 day of Feb. 2017

Mary C. Dreiling

Notary Public

State of Kansas

My appointment expires 11-19-2020

Mary C. Dreiling
Notary Public

Selex ES, Inc.

Name of submitting business

Mike M. Warner

Print name

[Signature]
Signature

Chief Executive Officer

Title

2 / 8 / 2017
Date

Business History Form

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

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

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

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

Date: 02/10/2017

1) Proposer's Legal Name: Selex ES, Inc.

2) Address of Place of Business: 205 H Creek Ridge Road, Greensboro, NC 27406

List all other business addresses used within last five years: N/A

3) Mailing Address (if different): _____

Phone : 336-379-7135

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: 198749777

5) Federal I.D. Number: 98-0353098

6) The proposer is a (check one): ☐ Sole Proprietorship ☐ Partnership ☐

Corporation ☒ Other (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 X No ____ If Yes, 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 X If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). _____
- 11) Has the proposer, during the past seven years, been declared bankrupt? Yes ____ No X If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____
- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
Yes ____ No X If Yes, provide details for each such investigation. _____
- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ____ No X If Yes, provide details for each such investigation. _____
- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
- a) Any felony charge pending? Yes ____ No X If Yes, provide details for each such charge. _____
- b) Any misdemeanor charge pending? Yes ____ No X If Yes, provide details for each such charge. _____
- c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes ____ No X

If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? Yes ____ No X If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes ____ No X If Yes, provide details for each such occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes ____ No X; If Yes, provide details for each such instance. _____

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

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.

No conflict exists

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

No conflict exists

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

No conflict exists

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. Current procedure is for single points of contact for Sales and Contract Management to review potential conflicts and relevant obligations prior to contract execution.

- 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.

Should the proposer be other than an individual, the Proposal **MUST** include:

- i) Date of formation;
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
- iii) Name, address and position of all officers and directors of the company;
- iv) State of incorporation (if applicable);
- v) The number of employees in the firm; **For items A, B, and C, please see attached Executive Summary for Selex ES, Inc.*
- vi) Annual revenue of firm;
- vii) Summary of relevant accomplishments
- viii) Copies of all state and local licenses and permits.

- B. Indicate number of years in business.

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

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

Company New York City Police Department

Contact Person Desmond Power, Enterprise Systems Administrator

Address 1 Police Plaza

City/State New York, NY 10038

Telephone 646-610-5965

Fax # _____

E-Mail Address desmond.Power@nypd.org

Company New York State Police/Division of Criminal Justice Services

Contact Person Tony Perez

Address Alfred E. Smith State Office Building

City/State Albany, NY 12110

Telephone 585-313-2117

Fax # _____

E-Mail Address tony.Perez@exec.ny.gov

Company National Capital Region/Metropolitan Police Department

Contact Person James D. Manning, LPR Coordinator

Address 2850 New York Avenue Northeast

City/State Washington, DC 20018

Telephone 202-437-1688

Fax # _____

E-Mail Address james.Manning@dc.gov

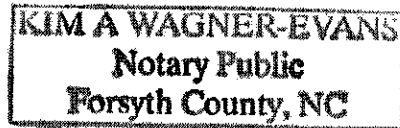
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I, Guin Thompson, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 10th day of February 2017

Kim A. Wagner-Evans
Notary Public



Name of submitting business: Setex ES, Inc

By: Guin Thompson
Print name
[Signature]
Signature

Sr. Contracts Manager
Title

2 11D 1 2017
Date



Executive Summary – Selex ES, Inc.

Operating in the US for more than 100 years, Selex ES, Inc. has built successful domestic and international businesses in the fields of Law Enforcement, Air Traffic Management, and Communications.

For the Law Enforcement market segment, Selex ES, Inc. operates its Automatic License Plate Recognition technology under the ELSAG trade name, due to its brand strength and leadership in the license plate recognition business. Based in Greensboro, NC and Brewster, NY, ELSAG provides state-of-the-art Digital License Plate Recognition systems to Federal, State, and local law enforcement agencies.

ELSAG's ALPR operations were launched in August 2004, when Remington Arms and Finmeccanica, Italy's largest defense contractor, formed a joint venture to foster license plate recognition technology use among US law enforcement agencies. ELSAG introduced its Mobile Plate Hunter-900® (MPH-900®), and ten years later has deployed over 8,000 cameras in more than 2,000 agencies around the globe with a primary focus on North America.

On January 1, 2014, through reorganization by Finmeccanica, ELSAG, Selex System Integrators, and Selex Communications were combined to form Selex ES, Inc. Selex ES, Inc. is incorporated in the state of Delaware, and reported annual revenue of over \$53 million in 2016.

Selex ES, Inc. has worked with clients to develop ALPR solutions specific to their mission. From ALPR cameras concealed in an ordinary orange traffic barrel or Thule luggage carrier to the sophisticated Deployable Command Trailer which is equipped for traffic stops, border crossings, and other specialized deployments, Selex ES, Inc. continually strives to meet all expectations from their law enforcement partners.

ELSAG's ALPR equipment and systems are currently deployed at some of the United States' finest law enforcement agencies, including the New York City Police Department, Washington D.C. Metro Police Department, Pinellas County Florida Sheriff's Office, the DEA, the FBI, and the Secret Service. In addition, ELSAG ALPR equipment has been deployed at 22 State police agencies, including those in Arizona, Colorado, Georgia, Kentucky, Maryland, Nebraska, New York, Ohio, and Virginia.

The New York State Division of Criminal Justice Services has completed three rounds of ALPR purchases with Selex ES, Inc. In total, NYSDCJS has deployed over 400 ALPR units to local and state agencies throughout New York. This deployment required ALPR integration into a diverse set of police vehicles and service network infrastructures without impacting existing computer assisted dispatch or record management systems.

Selex ES, Inc. is a fully owned subsidiary of Selex ES, S.p.A., a Leonardo group company, one of the world's leading industrial conglomerates. The professional skills of more than 70,000 employees, technology, know-how, the capacity to operate in critical contexts, and an innovative approach demonstrated by constant investment in Research & Development, are just some of the distinctive features developed over more than a century in business.



Selex ES, Inc. Officers and Directors are as listed below:

Selex ES, Inc. – Directors	Address
Carlo Gualdaroni, Director Aldo Paggi, Director Giapiero Loradi, Director	Leonardo SPA Via Tiburtina, KM12.400 00131 Roma, Italy
Mike M. Warner, CEO, Director	11300 89 th Street Overland Park, KS 66214
Gary Stevens, CFO (Board Treasurer)	11300 89 th Street Overland Park, KS 66214
Jason Laquatra, VP Operations (ELSAG)	205H Creek Ridge Road Greensboro, NC 27406
Barry Dilks, VP Finance (ELSAG)	205H Creek Ridge Road Greensboro, NC 27406

Delaware

The First State

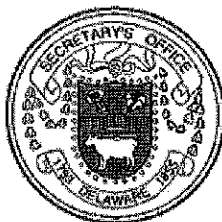
Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "SELEX ES INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE SEVENTEENTH DAY OF JUNE, A.D. 2016.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "SELEX ES INC." WAS INCORPORATED ON THE ELEVENTH DAY OF JUNE, A.D. 2001.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.



3399894 8300

SR# 20164516160

You may verify this certificate online at corp.delaware.gov/authver.shtml

A handwritten signature in black ink, appearing to read "JBULLOCK", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed in a small font.

Authentication: 202510995

Date: 06-17-16

COUNTY OF NASSAU

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

1. Name of the Entity: Selex ES, Inc.

Address: 205H Creek Ridge Road

City, State and Zip Code: Greensboro, NC 27406

2. Entity's Vendor Identification Number: 98-0353098

3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture

☐ Ltd. Liability Co ☐ Closely Held Corp ☒ **C Corporation** ☐ Other (specify)

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

Selex ES, Inc. Board of Directors = Gary Stevens (Treasurer/Secretary);

Mike Warner, Selex ES CEO; Aldo Paggi; Giapiero Loradi; and Carlo Gualdaroni

Selex ES, Inc. Corporate Officers: Mike Warner, CEO; Gary Stevens, CFO;

Jason Laquatra, Sr. VP Operations ; and Barry Dilks, VP Finance

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.

Selex ES, Inc. is wholly owned by Selex ES International, LTD.

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.

Selex ES, Inc. is a subsidiary of Leonardo SpA, based in Rome, Italy.

Selex operates as a separate line of business and entity, and Leonardo will not take part in the performance of this contract.

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

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

None.

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

None

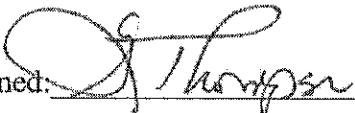
(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

N/A

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

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

Dated: 2/10/2017

Signed: 

Print Name: Guine Thompson

Title: Sr. Contracts Manager

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.

AMENDMENT NO. 1

AMENDMENT, dated as of the date of execution by the County (together with the schedules, appendices, attachments and exhibits if any hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Police Department, having its principal office at 1490 Franklin Avenue, Mineola, New York, 11501 (the "Department") and (ii) Selex ES Inc., d/b/a ELSAG, a North Carolina corporation authorized to do business in the State of New York, having its principal office at 205 H Creek Ridge Road, Greensboro, NC 27406 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQPD16-000001 between the County and the Contractor, executed on behalf of the County on January 25, 2016 (the "Original Agreement"), the Contractor performs license plate recognition ("LPR") support and maintenance services, which are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement commenced upon execution of such agreement by the County and continued for a three (3) year period, unless sooner terminated in accordance with the provisions of such agreement; and

WHEREAS, the Maximum Amount that the County agreed to reimburse the Contractor for Services under the Original Agreement was not to exceed Two Hundred and Forty Thousand, Four Hundred and Thirty Nine Dollars (\$240,439.00) (the "Maximum Amount"); and

WHEREAS, the Department is desirous of amending the agreement to clarify and adjust the term, add certain services and increase the Maximum Amount; and

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

1. Term. Paragraph 1 of the Original Agreement is amended to read as follows: "This Agreement shall commence on August 1, 2015 and continue for a three (3) year period through July 31, 2018, unless sooner terminated in accordance with the provisions of this Agreement. In addition, the County may renew the agreement under the same terms and conditions for an additional two (2) one (1) year periods."

2. Services. Paragraph 2 of the Original Agreement is amended to expand the services to include costs for non-warranty labor/parts and reinstallation of the LPRs as outlined in Appendix B annexed hereto.

3. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by **One Hundred Twenty Thousand dollars (\$120,000.00)**, payable for services rendered during the term, so that the Maximum Amount that the County shall pay to the Contractor as full consideration

for all Services provided under the agreement shall be **Three Hundred Sixty Thousand Four Hundred and Thirty Nine Dollars (\$360,439.00)**.

4. Payment. Paragraph 3(a) is amended to read as follows:

“(a) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the Contractor’s Services under this Agreement shall not exceed Three Hundred Sixty Thousand Four Hundred and Thirty Nine Dollars (\$360,439.00) (the “Maximum Amount”) and shall be payable as follows:

- i. three (3) annual payments of Eighty Thousand, One Hundred and Forty-Six Dollars (\$80,146.00) due on August 1 of each year of the contract and commencing on August 1, 2015 for services provided pursuant to Appendix A;
- ii. One Hundred Twenty Thousand Dollars (\$120,000.00) for services payable in accordance with the pricing as outlined in Appendix B; and
- iii. The Contractor acknowledges that the County will partially encumber funds to be applied toward the Maximum Amount throughout the term of this Agreement.


Notwithstanding the foregoing, Contractor shall comply with the Nassau County Comptroller’s bill paying procedures.”

5. Full Force and Effect. All terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

[Remainder of this page intentionally left blank]

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

Selex ES Inc., d/b/a ELSAG

By: 
Name: Barry G. Dilks
Title: VP Finance
Date: 3/13/17

NASSAU COUNTY

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

PLEASE EXECUTE IN BLUE INK

Guilford

Barry Dicks

Notary Public

Guinevere Thompson
NOTARY PUBLIC
Guilford County, NC
My Commission Expires 9/17/18

COUNTY OF NASSAU)

4

Appendix B



February 9, 2017

Lieutenant Kenneth Strigaro
Nassau County Police Department
1490 Franklin Ave.
Mineola, NY 11501

Reinstall Parts and Non-Warranty Costs

Dear Lieutenant Strigaro,

Pursuant to Maintenance Contract number CQPD16-000001 ELSAG, the ELSAG warranty includes all repairs and replacements on hardware, software, firmware and protocol updates and remote 24/7 help desk support. The Statement of Work, Section A defines all warranty covered labor and parts. Exclusions include cables after year 1, onsite reinstalls of hardware to vehicles, required mounts and cables for reinstalls, software reinstalls, server software reinstalls and removing of gear both fixed and mobile. All LPR diagnostics must first be tested by our remote Help Desk support prior to next steps being determined. The Help Desk may request parts to be shipped to the ELSAG facility for internal diagnostics and repairs.

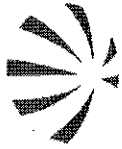
Reinstalls to a new vehicle will need to be reviewed case by case. Some reinstalls will require new mounts depending on the vehicle type. Older model LPR systems will require new flat camera cables to be compatible with the Ford Taurus and Chevy Caprice. The SUV Explorer requires a new mount that screws into the roof (semi-transportable) and the Tahoe's installs are only compatible with AD3M and Mini Split systems with magnet based mounts. Attachment A is a list of all parts that may be required for future reinstalls, repairs or non-warranty support.

Labor: The onsite ELSAG technician rate for an uninstall/reinstall is \$640 per vehicle (\$160 per hour – 4 hours).

The onsite technician rate for one full day is \$1,250 (2 vehicles to be reinstalled)

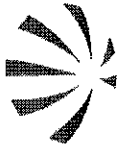
Estimated Costs for Mounts and Cables on Reinstalls of Puma, AD3M, Mini Split and M6 Systems

PUMA Perm to Transportable (Sedan)	Part #	Quantity	Unit Price	Total
Transportable Puma Cables	410090	2	\$ 415	\$ 830
Hedley Mount - Puma	420069-P	2	\$ 185	\$ 370
			Total	\$ 1,200
Puma Transportable Sedan to Transportable (Sedan)	Part #	Quantity	Unit Price	Total
Transportable Puma Cables	410090	2	\$ 415	\$ 830
			Total	\$830
Puma Transportable Sedan to SUV Explorer	Part #	Quantity	Unit Price	Total
Interceptor SUV Mount	421699	2	\$ 205	\$ 410
			Total	\$ 410



AD3M Perm Install to Transportable (Sedan)	Part #	Quantity	Unit Price	Total
16 Ft Trans. Camera Cable	410330	2	\$ 430	\$ 860
Hedley	420069	2	\$ 185	\$ 370
				\$ 1,230
AD3M Transportable Install to Transportable (Sedan)	Part #	Quantity	Unit Price	Total
16 Ft Trans. Camera Cable	410330	2	\$ 430	\$ 860
				\$ 860
AD3M Transportable Install to SUV Explorer	Part #	Quantity	Unit Price	Total
16 Ft Trans. Camera Cable	410330	2	\$ 430	\$ 860
Interceptor SUV mount	421742	2	\$ 220	\$ 440
				\$ 1,300
AD3M Transportable Install to Tahoe	Part #	Quantity	Unit Price	Total
16 Ft Trans. Camera Cable	410330	2	\$ 430	\$ 860
Magnet mount	420075	2	\$ 130	\$ 260
				1,120
Mini Split Transportable Install to SUV Explorer	Part #	Quantity	Unit Price	Total
16 Ft Trans Camera Cable (optional)	412519-16	2	\$ 490	\$ 980
Interceptor SUV	421699	2	\$ 205	\$ 410
				\$ 1,390
Mini Split Transportable Install to Tahoe	Part #	Quantity	Unit Price	Total
16 Ft Trans Camera Cable	412519-16	2	\$ 490	\$ 980
Magnet Mounts	421627	2	\$ 150	\$ 300
				\$ 1,280

M6 Transportable Install to SUV Explorer	Part #	Quantity	Unit Price	Total
16 Ft Trans Camera Cable	412519-16	2	\$490	\$980
Other Possible Gear Required	Part #	Quantity	Unit Price	Total
12 Ft Tran Camera Cable	412519-12	1	\$430	\$430
M6 Universal Mount	421812	1	\$265	\$265
Ethernet Cable AD3M	410318	1	\$115	\$115
Ethernet Shielded	410052	1	\$25	\$25
Full Power/Opus Kit Permanent	421608	1	\$525	\$525
Permanent Power	412149	1	\$140	\$140
Hedley Mounts	420069-M	1	\$225	\$225
Magnet Mounts	421627A	1	\$150	\$150
22 Ft Cam Cable	412519-22	1	\$565	\$565



Perm Roof Mount w L/P 16 ft	411246	1	\$605	\$605
Mini Split 2.5 Bracket	411782	1	\$40	\$40

Be Advised SUV Interceptor Mounts for Puma Systems are only compatible with existing puma Hedley Mounts (swap out z-clip). Tahoe Installs for Puma Systems are not compatible with Tahoe's. Permanent installs (drilled to roof) will be assessed individually.

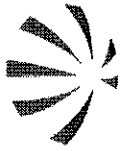
Sincerely,

Stephanie Battista
Northeast Field Operations Manager
ELSAG North America

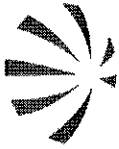
Nassau County Contract CQPD16-000001 License Plate Readers Maintenance

Attachment A - Amendment Pricing for Non-Warranty Items

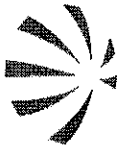
New Model Number / Product Code	Name	Base Sales Price
140302	Radar Trailer LPR Kit with Aaeon (110133)	\$ 12,585.00
210019	Remote Software Installation (210019)	\$ 320.00
210020	Tech Dispatch - Mobile (210020)	\$ 1,250.00
210027	Installation - Mobile (210027)	\$ 625.00
210030	Repair Support - Diagnostic Charge (210030)	\$ 350.00
410052	Ethernet Cable 25' (410052)	\$ 25.00
410077	Battery (410077)	\$ 495.00
410154	Aaeon (410154)	\$ 2,690.00
410161	USB Extension Cable 6ft (410161)	\$ 20.00
410319	AD3M Perm Power Cable (410319)	\$ 190.00
410357	AD-M3 Trunk Bulkhead Gasket (410357)	\$ 5.00
410361	AD3M Perm Camera Cable (410361)	\$ 530.00
410362	AD3M Trans Power Cable (410362)	\$ 195.00
410520	20ft AD3M Transportable Camera Cable	\$ 440.00
410917	ELSAG Garmin GPS (410917)	\$ 95.00
411128	AD3 Split Trunk Mount LH Cable (411128)	\$ 520.00



New Model Number / Product Code	Name	Base Sales Price
411130	AD3 Split Trunk Mount RH Cable (411130)	\$ 515.00
411181	1 Ft Shielded Cat5e Patch Cord (411181)	\$ 10.00
411225	Dual AD3 Splt Cam w/PL 16' (411225)	\$ 1,105.00
411246	AD3 Split w/LP 16' Perm Cable (411246)	\$ 605.00
411263	Pelco FCU Cable Mounts 36 inch in Diameter (411263)	\$ 150.00
411362	Z Bracket - Sonic Wall 1.53 inch (411362)	\$ 10.00
411782	MOUNTING BRKT - MINI SPLIT 2.5 IN (411782)	\$ 40.00
411804	Battery 100 AMP Deep Cycle (411804)	\$ 480.00
411841	Hedley Clip (411841)	\$ 30.00
411952	Band-It Clamping System Buckle Clamp Mounting Tool	\$ 320.00
411953	Band-It Clamping System Universal Channel-Mounting Clamp	\$ 25.00
412149	Opus Permanent Power Cable (412149)	\$ 140.00
412165	OPUS TRANSPORTABLE POWER CABLE (412165)	\$ 135.00
412310	PACKING FOAM INSERT (412310)	\$ 65.00
412348	Neuvo (412348)	\$ 3,355.00
412404	Cellular Modem GX440 for Verizon (412404)	\$ 930.00
412494	"Z" Clip (412494)	\$ 50.00
412727	Cellular Modem GX400 for AT&T (412727)	\$ 930.00
421218	ASM, POLE MOUNT, 2 CAMERA (421218)	\$ 630.00
421320	Splt Trk Bx Mnt - Vert 1 Port (421320)	\$ 95.00
421321	2 Port Vert Flr Mnt B0x Assembly (421321)	\$ 95.00
421399	ASM, POLE MOUNT, 1 CAMERA (421399)	\$ 510.00
421487	16 mm Mini Camera Head (421487)	\$ 4,195.00
421499	25 mm Mini Camera Head (421499)	\$ 4,350.00
421500	35 mm Mini Camera Head (421500)	\$ 4,350.00
421501	50 mm Mini Camera Head (421501)	\$ 4,350.00
421523	MULTI-MOUNT, 2 CAM (421523)	\$ 355.00
421571	Cam Mtg Asm - Over the Road (421571)	\$ 675.00
421572	ASM, POLE MOUNT, 3 CAMERA (421572)	\$ 865.00
421586	MULTI-MOUNT, 1 CAM, ASSEMBLY (421586)	\$ 170.00
421599	Band-It Clamping System 2 Angle Mount Brackets	\$ 65.00
421608	Opus replacement Kit 3-4 Cam System (421608)	\$ 525.00
421611	OPUS REP KIT-TRANS PWR 1-2 CAM (421611)	\$ 520.00
421627	MAGNET MOUNT ASM - MINI SPLIT (421627)	\$ 150.00
421633	LIGHT BAR ASM - MINI SPLIT (421633)	\$ 450.00
421643	1 Port Trunk Box - Alum Finish (421643)	\$ 2,205.00



New Model Number / Product Code	Name	Base Sales Price
421644	2 Port Trunk Box - Alum Finish (421644)	\$ 4,770.00
421646	Trunk Box Floor Mount 3-4 Port (421646)	\$ 305.00
421667	ASSEMBLY HANGING MOUNT, 2 CAMERA (421667)	\$ 825.00
421670	CAMERA MOUNTING ASM - CONCRETE (421670)	\$ 280.00
421677	ASSEMBLY HANGING MOUNT, 1 CAMERA (421677)	\$ 510.00
421678	Hi Res Fixed Cam 50 mm 740 (421678)	\$ 8,950.00
421681	DIY MPH900 PERM WIRING KIT (421681)	\$ 325.00
421699	INTERCEPTOR SUV ROOF MULTI-MOUNT 1 CAMERA	\$ 205.00
421713	Split SUV Roof Mount (421713)	\$ 200.00
510322	API Development Kit (510322)	\$ 3,500.00
510323	EOC 5.X Speed Feature License (510323)	\$ 225.00
510324	API Run-Time License Fee Per Fixed Camera/Mobile	\$ 275.00
140001-Upgrade	MPH-900 MS1 2 to 3 Camera Conversion Kit	\$ 5,200.00
210003-F	Engineering Day - Field Support (210003-F)	\$ 1,250.00
210003-H	Engineering Day - Helpdesk (210003-H)	\$ 1,250.00
210003-O	Engineering Day - Outside Services	\$ 1,250.00
210005-E	Engineering Hour - Engineering (210005-E)	\$ 160.00
210005-F	Engineering Hour - Field Support (210005-F)	\$ 160.00
210005-H	Engineering Hour - Helpdesk (210005-H)	\$ 160.00
410395-5	Cable 5ft FG Pigtail (410395-5)	\$ 260.00
410395-10	Cable 10ft FG Pigtail (410395-10)	\$ 300.00
410395-15	Cable 15ft FG Pigtail (410395-15)	\$ 345.00
410395-20	Cable 20 ft. FG Pigtail (410395-20)	\$ 385.00
410395-25	Cable 25ft FG Pigtail (410395-25)	\$ 425.00
410395-30	Cable 30ft FG Pigtail (410395-30)	\$ 460.00
410395-35	Cable 35ft FG Pigtail (410395-35)	\$ 510.00
410395-40	Cable 40ft FG Pigtail (410395-40)	\$ 505.00
410395-45	Cable 45ft FG Pigtail (410395-45)	\$ 590.00
410395-50	Cable 50ft FG Pigtail (410395-50)	\$ 630.00
410395-55	Cable 55ft FG Pigtail (410395-55)	\$ 670.00
410395-60	Cable 60ft FG Pigtail (410395-60)	\$ 715.00
410395-65	Cable 65ft FG Pigtail (410395-65)	\$ 755.00
410395-70	Cable 70ft FG Pigtail (410395-70)	\$ 795.00
410395-75	Cable 75ft FG Pigtail (410395-75)	\$ 835.00
410395-80	Cable 80ft FG Pigtail (410395-80)	\$ 880.00
410395-85	Cable 85ft FG Pigtail (410395-85)	\$ 920.00
410395-90	Cable 90ft FG Pigtail (410395-90)	\$ 960.00
410395-95	Cable 95ft FG Pigtail (410395-95)	\$ 1,000.00
410395-100	Cable 100ft FG Pigtail (410395-100)	\$ 1,040.00



New Model Number / Product Code	Name	Base Sales Price
410395-105	Cable 105ft FG Pigtail (410395-105)	\$ 1,085.00
410395-110	Cable 110ft FG Pigtail (410395-110)	\$ 1,125.00
410395-115	Cable 115ft FG Pigtail (410395-115)	\$ 1,165.00
410395-120	Cable 120ft FG Pigtail (410395-120)	\$ 1,070.00
410395-125	Cable 125ft FG Pigtail (410395-125)	\$ 1,250.00
410395-130	Cable 130ft FG Pigtail (410395-130)	\$ 1,140.00
410395-135	Cable 135ft FG Pigtail (410395-135)	\$ 1,175.00
410395-140	Cable 140ft FG Pigtail (410395-140)	\$ 1,210.00
410395-145	Cable 145ft FG Pigtail (410395-145)	\$ 1,245.00
412519-16	16 ft. Flat Split Transportable Camera Cables	\$ 490.00
420069-M	Hedley Trunk Mt Assembly-Mini (420069-M)	\$ 175.00
420069-P	Hedley Trunk Mt Assembly-Puma (420069-P)	\$ 185.00
420069-S	Hedley Trunk Mt Assembly-AD3S (420069-S)	\$ 225.00
510033-CSC	Car System Version 6.X - EOC Connected	\$ 320.00
510033-CSSA	Car System Version 6.X - Stand Alone	\$ 320.00
510322-5.X	Operation Center License 5.x (510322-5.X)	\$ 1,275.00
412519-12	12 Ft Trans Camera Cable Mini Split	\$ 440.00
412519-16	16 Ft Trans. Camera Cable Mini Split	\$ 490.00
412519-20	20 Ft Trans. Camera Cable Mini Split	\$ 540.00
410330	16 Ft Trans. Camera Cable AD3M	\$ 430.00
412520-12	12 Ft Flat Trans. Cable w/90 4:30	\$ 490.00
412520-16	16 Ft Flat Trans. Cable w/90 4:30	\$ 550.00
412520-20	20 Ft Flat Trans. Cable w/90 4:30	\$ 600.00
412521-12	12 Ft Flat Trans. Cable w/90 7:30	\$ 490.00
412521-16	16 Ft Flat Trans. Cable w/90 7:30	\$ 550.00
412521-20	20 Ft Flat Trans. Cable w/90 7:30	\$ 600.00
410318	Ethernet Cable AD3M	\$ 115.00
421742	Interceptor SUV mount AD3M	\$ 220.00
420075	Magnet mount AD3M	\$ 130.00
410090	Transportable Puma Cables	\$ 415.00
410026	Permanent Puma Power	\$ 115.00
412717	Mounting Bracket - AD3-MS , 3 Inch Tall	\$ 40.00
410350	M3 Right Trunk Mount AD3M	\$ 530.00
420018	2 Camera Tether Kit	\$ 225.00
410109-B	Magnets with Bulk Powder Coat	\$ 10.00
421326	Silicone Pads	\$ 10.00
410039	Interface Cable Split AnaPerm M2	\$ 475.00

Contract ID#: COPD16000.001**E-183-15**Department: POLICE

Contract Details

SERVICE

NIFS ID #: COPD16:000001 NIFS Entry Date: 8-13-15 Term: from 8/01/15 to 7/31/18

New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/>	1) Mandated Program:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Amendment <input type="checkbox"/>	2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Time Extension <input type="checkbox"/>	3) CSEA Agmt. § 32 Compliance Attached:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Addl. Funds <input type="checkbox"/>	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>	5) Insurance Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
RES#		

Agency Information

Vendor	
Name Selex-ES, Inc. / DBA ELSAG - NA	Vendor ID#: 98-0353098
Addresses: 205 - H Creek Ridge Rd., Greensboro, NC 27406	Contact Person Stephanie Battista Phone: 1-866-967-4900

County Department
Department Contact DLt. Kenneth Strigaro
Address COD 1490 Franklin Ave., Mineola, NY 11501 Phone 516-573-7400

Routing Slip

DATE	DEPARTMENT	Internal Verification	DATE	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)	<input checked="" type="checkbox"/> 8-13-15	Lt. Janshuler	
	OMB	NIFS Approval	<input checked="" type="checkbox"/> 8/18/15	Order Aml	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Vertical DCE	NIFS Approval	<input type="checkbox"/>		
	Department	Vendor Administration NIFS Appvl (Dept. Head)	<input type="checkbox"/>		
8/26/15	County Attorney	CA RE&I Verification	<input checked="" type="checkbox"/> 8/26/15	R. P. P.	
9/2/15	County Attorney	CA Approval as to form	<input checked="" type="checkbox"/> 9/2/15	R. P. P.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	LEG	Legislative Affairs	<input type="checkbox"/> 9/8/15	Concetta G. Strigaro	
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>		<input type="checkbox"/>		
	County Attorney	NIFS Approval	<input type="checkbox"/> 9/2/15	825.82	
	County Comptroller	NIFS Approval	<input type="checkbox"/> 11/5/15	Janshuler	
9/3/15	County Executive	Notarization Filed with Clerk of the Leg.	<input type="checkbox"/> 9/3/15		

Contract ID#: COPD16000.001Department: POLICE

Contract Summary

Description: Contract for services related to License Plate Readers (LPR).

Purpose: To provide the Nassau County Police Department with maintenance and support services for all 61 License Plate Readers (LPR) including hardware repair and replacement and software upgrades.

Method of Procurement: Vendor selected as sole source provider. The 61 License Plate Readers are a proprietary system for hardware and software. ELSAG is the sole manufacturer of its Automated License Plate Reader (ALPR) equipment. The software includes proprietary features that allow the ALPR units to report into Nassau County's server for effective data sharing. This software allows data sharing throughout the country including: Nassau County agencies, Suffolk County PD, NYSP, HIDTA, Philadelphia PD, Maryland MCAT data fusion center, and more.

Procurement History: The Nassau County Police Department purchased the License Plate Readers from ELSAG; they came with an initial warranty included with the purchase. All of the units are currently out of warranty.

Description of General Provisions: The contractor will provide maintenance and support services to the 61 LPRs previously purchased by the NCPD from the contractor which are currently out of warranty. The LPR software includes proprietary features that allow the ALPR units to report into Nassau County's server for effective data sharing. This software allows data sharing throughout the country including: Nassau County agencies, Suffolk County PD, NYSP, HIDTA, Philadelphia PD, Maryland MCAT data fusion center, and more.

Impact on Funding / Price Analysis: not to exceed \$240,439.00 with annual installment of \$80,146.00 over three year term

Change in Contract from Prior Procurement: N/A

Recommendation: Approve as submitted.

Advisement Information

BUDGET CODES	
Fund:	PDH
Control:	10
Resp:	1135
Object:	DE500
Transaction:	10B

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXX
County	\$ 240,439.00
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$ 240,439.00

LINE	INDEX/OBJECT/CODE	AMOUNT
1	PDPDH1135/DE500	\$ 240,439.00
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$ 240,439.00

Document Prepared By: Sgt. G. Stephanoff

Date: _____

NIFS Certification		Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.		I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name: <u>[Signature]</u>
Name: <u>[Signature]</u>	Name: <u>[Signature]</u>	Date: <u>9/15/16</u>	Date: <u>9/15/16</u>
Date: <u>9/15/16</u>	Date: <u>9/15/16</u>		(For Office Use Only)
			E #:

E. 183-15

RULES RESOLUTION NO. 240 2015

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO
EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE
COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU
COUNTY POLICE DEPARTMENT AND ELSAG NORTH AMERICA
LLC

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 9.30.15
VOTING:
ayes 7 nays 0 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County has negotiated a personal services agreement
with ELSAG North America LLC for services related to license plate
recognition including support and maintenance of software and hardware, a
copy of which is on file with the Clerk of the Legislature; now, therefore, be
it

RESOLVED, that the Rules Committee of the Nassau County
Legislature authorize the County Executive to execute the said agreement
with ELSAG North America LLC

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with ELSAG North America LLC

George Maragos
Comptroller



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

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: ELSAG North America LLC

CONTRACTOR ADDRESS: 205 H Creek Ridge Road Greensboro NC 27406

FEDERAL TAX ID #: 98-0353098

Instructions: Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.

The Contract was entered into after a written request for proposals was issued on March 20, 2009. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday, posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on April 28, 2009. Five (5) proposals were received and evaluated. The evaluation committee consisted of: three members of the Comptroller's Office and one member of the County Executive's Office. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

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

The contract was originally executed by Nassau County on _____ [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after _____

_____[describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

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

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

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

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

- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

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

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

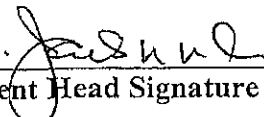
VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications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

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

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

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

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

CAPT. 
Department Head Signature

Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers./Prof. Services Contracts: Rev. 09/15

COUNTY OF NASSAU

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

1. Name of the Entity: Selex-ES, Inc. / D.B.A. ELSAG-NA
Address: 205-H Creek Ridge Rd.
City, State and Zip Code: Greensboro, NC 27406

2. Entity's Vendor Identification Number: 98-0353098

3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture
☒ Ltd. Liability Co ☐ Closely Held Corp ☐ Other (specify)

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

Aldo Paggi
Michael Clayforth-Carr
Giapiero Loradi
Michael Warner

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.

N/A

GAB

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.

N/A

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

N/A

200

Page 3 of 4

(b) Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete description of lobbying activities.

N/A

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

N/A

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

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

Dated: 6/22/2015

Signed: Gwendolyn A. Brown

Print Name: Gwendolyn A. Brown

Title: Contracts Mgr

GAB

Page 4 of 4:

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including 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.

5/18/88

CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of the date of execution by the County (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Nassau County Police Department, having its principal office at 1490 Franklin Avenue, Mineola, New York 11501 (the "Department"), and (ii) Selex ES Inc., d/b/a ELSAG North America LLC ("ELSAG"), authorized to do business in the State of New York, having its principal office at 205 H Creek Ridge Road, Greensboro, NC 27406 (the "Contractor").

WITNESSETH:

WHEREAS, the Contractor is a sole source provider of the Services pursuant to N.Y. G.M.L. § 104-b; and

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

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

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

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

1. Term. This Agreement shall commence upon execution of this Agreement by the County and continue for a three (3) year period, unless sooner terminated in accordance with the provisions of this Agreement.
2. Services. The services to be provided by the Contractor under this Agreement shall consist of services related to license plate recognition ("LPR"), including but not limited to support and maintenance for the software and hardware related thereto. Such services are described in greater detail in the Statement of Work attached hereto as Appendix A.
3. Payment.

(a) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the Contractor's Services under this Agreement shall not exceed Two Hundred and Forty Thousand, Four Hundred and Thirty Nine Dollars (\$240,439.00) (the "Maximum Amount") and shall be paid in the form of three (3) annual payments of Eighty Thousand, One Hundred and Forty-Six Dollars (\$80,146.00) due on August 1 of each year of the contract and commencing on August 1, 2015. Notwithstanding the foregoing, Contractor shall comply with the Nassau County Comptroller's bill paying procedures.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the

GT.

services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

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

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

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

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

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

6. Compliance with Law.

(a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, a living wage, disclosure of information, and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's vendor registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty (30) days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor shall maintain individual records for each service and/or test conducted and shall be kept and maintained in a confidential manner as described herein. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(d) Protection of Confidential Information. The parties further acknowledge that in the course of this Agreement each may have access to and/or be in possession of proprietary or confidential information of the other party. "Confidential Information" shall mean information regarded by the disclosing party as confidential; provided that, information deemed confidential by the disclosing party shall be clearly marked "Confidential", "Restricted" or with another similar legend. Each party agrees to use the Confidential Information of the other party solely for the purposes of this Agreement, and will not disclose such Confidential Information to any third party without the other party's consent. Each party shall maintain the Confidential Information of the other party in confidence using at least the same degree of care as it employs in maintaining in confidence its own proprietary and confidential information, but in no event less than a reasonable degree of care. Provided that, the receiving party shall have met the foregoing standard of care, an inadvertent or accidental disclosure by the receiving party of Confidential Information of the disclosing party shall not constitute a breach hereof.

The foregoing shall not prohibit or limit any party's use of information (including but not limited to ideas, concepts, know-how, techniques and methodologies) (i) previously known to it, (ii) independently developed by it, (iii) acquired by it from a third party without continuing restriction on use, or (iv) which is, or becomes, publicly available through no breach by it of this Agreement. Neither party shall use the Confidential Information of the other party for its own benefit or for the

benefit of any third party, except as expressly permitted in this Agreement. A receiving party also may disclose Confidential Information to the extent required by an order of a court of competent jurisdiction, administrative agency or governmental body, or by any law, rule or regulation, or by court ordered subpoena, summons or other administrative or legal process, or by applicable regulatory or professional standards, or in connection with any judicial or other proceeding involving Contractor and County relating to Contractor's Services for County or this Agreement. The obligation of this paragraph shall survive the termination or expiration of this Agreement.

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

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

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

(h.) The provisions of this section shall survive the termination

7. Minimum Service Standards. Regardless of whether required by Law:

(a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

8. Warranties

(a) Contractor shall warrant all software and hardware in conformance with the Extended Hardware Warranty and Exclusions annexed hereto as Appendix B.

(b) Contractor warrants and represents full ownership, clear title free of all liens, and/or that Contractor has obtained on behalf of County perpetual license rights set forth herein to use the deliverable (the "Product Warranty"). Contractor shall indemnify County for any loss, damages or actions arising from a breach of this warranty. County may require Contractor to furnish appropriate written documentation establishing the above rights and interests as a condition of payment. County's request or failure to request such documentation shall not relieve Contractor of liability under this warranty.

(b) Contractor warrants and represents that all products or deliverables specified in and furnished by or through Contractor under this Agreement substantially conform to the specifications set forth in the SOWs provided that no modifications, other than modifications contemplated by or consented to by the Contractor, are made to the deliverables or their system environment by any party other than Contractor, and that services will be provided in a workmanlike manner in accordance with industry standards.

(c) Contractor further warrants and represents that Products or deliverables specified and furnished by or through Contractor under the SOW shall individually, and where specified by Contractor to perform as a system, be substantially uninterrupted and error-free in operation and guaranteed against faulty material and workmanship provided that no modifications, other than modifications contemplated by or consented to by the Contractor, are made to the deliverables or their system environment by any party other than Contractor. Defects in the products or deliverables specified and furnished by or through Contractor shall be repaired or replaced by Contractor at no cost or expense to the County.

(d) Contractor shall extend the Project Warranty for individual product(s), or for the system as a whole, if applicable, by the cumulative period(s) of time, after notification, during which an individual product or the system requires servicing or replacement (down time), or is in the possession of the Contractor, its agents, officers, subcontractors, distributors, resellers or employees.

(e) In addition to Contractor's Project Warranty, the County shall have the benefit of all manufacturers' standard commercial warranties for individual deliverables, if any.

(f) Where the manufacturer's warranty term is longer than the Project Warranty period, Contractor shall notify the County and pass through the manufacturer's warranty to County. Contractor shall not be responsible for coordinating services under the manufacturer's warranty after expiration of the Project Warranty Period.

(g) The warranties set forth herein shall survive any termination of the Agreement with respect to a SOW in accordance with the stated warranty term(s).

(h) The above warranties do not apply to the extent the problem is caused by misuse, unauthorized modification, unsuitable physical environment, operation in other than the specified operating environment, failure to follow required maintenance by the County or failure caused by a product for which Contractor is not responsible.

(i) Prior to bringing a claim under the warranty the County shall give the Contractor a reasonable amount of time in which to re-perform the Services and/or correct the deliverables to which the claim relates.

(j) In addition to any and all remedies available at law and / or equity, the County shall be entitled to cumulative remedies for the breach of any warranties herein.

9. Indemnification; Defense; Cooperation.

(a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or

omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

(d) The Contractor shall indemnify and hold the County harmless against any and all Losses arising out of or in connection with (i) any breach of warranty by the Contractor, and (ii) any claim for any infringement of intellectual property rights.

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

10. Insurance.

(a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than three (3) million dollars (\$3,000,000) per claim, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the

Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

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

12. Termination.

(a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

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

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

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

(d) Accounting Upon Termination: (i) Within sixty (60) days of the termination of this Agreement, the Contractor shall provide the Department with a complete accounting up to the date

of termination of all monies received from the County and shall immediately refund to the County any unexpended balance remaining as of the time of termination.

13. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

14. Intellectual Property Rights

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

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

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

15. Right to Works.

(a) Assignment of Contract Works. Subject to and effective upon payment in full of all Contractor invoices for Services rendered hereunder subject to Section 3, Contractor shall assign to County all copyrights and trade secret rights in the deliverables.

(b) Contractor Property or Works. Contractor retains all right, title and interest, including all copyrights, patent rights and trade secret rights, in any Contractor property or works. Contractor hereby grants to County a non-exclusive, non-transferable, royalty-free, perpetual internal use license to use such Contractor Works that are incorporated into the deliverables. As used in this Agreement, the term "Contractor Works" means any of the following: (i) any software program, algorithm, process, methodology, documentation, report, data, flow diagram, document, or other material owned, generated, or distributed by Contractor prior to or separately from this Agreement; or (ii) any tools or utilities developed by or on behalf of Contractor or used by Contractor.

(c) Third-Party Software. Nothing herein grants to County any license or other right to use any software products of Contractor or any third party not developed specifically for County hereunder. Such rights may be obtained only pursuant to separate written license agreements with Contractor or such third parties.

16. Works Made for Hire.

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

17. Patent/Copyright Claims.

(a) Contractor will indemnify, defend and hold the County harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the County in any action for infringement of a United States Letter Patent with respect to the deliverables furnished by Contractor, or of any copyright, trademark, trade secret or other third party proprietary right, provided that the County shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. In addition to the foregoing, the County shall have the right to subrogate any and all claims to the Contractor in any action for infringement of a United States Letter Patent with respect to the deliverables furnished by Contractor, or of any copyright, trademark, trade secret or other third party proprietary right.

(b) In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the County's exclusive remedy to take action in the following order of precedence: (i) to procure for the County the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes noninfringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the County up to the dollar amount of the respective SOW.

(c) The foregoing provisions shall not apply to any infringement caused by modification by the County of any tangible or intangible deliverables that is i) not contemplated by Contractor, ii) made without Contractor's approval, or 3) caused by the use of any deliverable with any adjunct device added by the County, unless such use was contemplated or consented to by the Contractor.

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

18. Compliance with Security and Confidentiality Requirements.

Contractor agrees to abide by all policies and procedures of the County and to comply with all reasonably non-invasive security requirements of the County particularly in its use of computer facilities, and shall not provide access or divulge to third parties any information or materials acquired during performance of services under this contract unless such information is a) previously known by Contractor; b) generally available to the public; c) subsequently disclosed to Contractor by a third party who is not under an obligation of confidentiality with the County; or d) independently developed by Contractor. Contractor shall inform its employees of the requirements of this paragraph and shall enforce compliance with these requirements by its employees. The Contractor firm or sub-contractors engaged in a project as a result of this contract may be required to sign a statement of confidentiality prior to each project. The County may impose security requirements depending on the nature of the individual projects initiated.

19. Defective Performance/Temporary Incapacity of Contractor.

During the contract period, should it become evident that the Contractor cannot meet the terms of the Agreement, or should the Contractor be substantially behind in meeting the work plan schedule for the project, or should Contractor suffer any temporary incapacity which renders it unable to resume work, and where the Contractor has been offered an opportunity to cure its default within a reasonable time as specified by the County, but not to exceed thirty (30) days, and the Contractor has failed to remedy such default, the County reserves the right to terminate or cancel the project/SOW in whole or in part immediately upon written notice to the Contractor. Such action shall not give rise to any action on behalf of Contractor for loss of future profits or future remuneration of any kind.

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

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

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

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

approved by the County.

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

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

24. All Legal Provisions Deemed Included; Severability; Supremacy.

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

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

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

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

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

26. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of Five Hundred and Thirty-Three Dollars (\$533) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

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

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

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

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

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

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

SELEX ES INC. (d/b/a ELSAG NORTH AMERICA)



By: _____

Name: Mike Warner

Title: Chief Executive Officer

Date: _____

NASSAU COUNTY



By: _____

Name: Charles Richards

Title: Deputy County Executive

Date: 1/25/16

PLEASE EXECUTE IN BLUE INK

North Carolina
STATE OF ~~NEW YORK~~
)ss.:
COUNTY OF NASSAU) *Guilford*

On the 16th day of (December) in the year 2015 before me personally came Michael M Warner to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Johnson; that he or she is the CEO of Selex ES Inc, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

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

Guinevere Thompson
NOTARY PUBLIC
Guilford County, NC
My Commission Expires 9/17/18

On the 25 day of January in the year 2016 before me personally came Chuck Ribando to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

Concetta A. Petrucci
NOTARY PUBLIC

CONCETTA A PETRUCCI
Notary Public, State of New York
No. 01909250028
Qualified in Nassau County
Commission Expires April 02, 2016



November 24, 2015

Nassau County Police Department
1490 Franklin Ave
Mineola, NY 11501

Appendix A

Statement of Work ELSAG North America Warranty Coverage

Summary: With each LPR purchase, a one-year manufacturer's warranty is included in the price and includes hardware, software and 24/7 Help Desk support. The sales quote also included line items to purchase additional years of extended warranty which is priced at 10% of the purchase price for year 2, 3 and 4. Without the extended warranty, repairs and replacements are the agency's responsibility. Upon year 5 the warranty price is \$500 per year and covers hardware and software updates and support.

Nassau County Police Department will renew a three year extended warranty contract with ELSAG North America. ELSAG agrees to include hardware coverage in years 5 and beyond for all Nassau County Police Department units. This includes all legacies of equipment and covers hardware repairs, replacements and software updates. Terms of coverage are from August 1, 2015 thru July 31, 2018.

Cost and Payment:

All 61 units will have extended warranty with Terms of Coverage detailed in Section 1.1. Nassau County Police Department will enter into a Services contract with annual payments to ELSAG North America. The list of serial numbers and products are listed in Attachment Section 1.1 of SOW.

The total cost for renewal is \$240,439.00 with an annual payment amount of \$80,146.33. The annual payment must be received at the beginning of each year commencing August 1, 2015.

Terms of Coverage:

Warranty coverage includes repairs and replacements of hardware, software updates, firmware updates and protocol updates. The customer has access to the 24/7 Help Desk support line. For full warranty terms of coverage see Section 1.2 of SOW.

Telephone Support and Remote Diagnostics: To ensure that the product is repaired as quickly and efficiently as possible, customer must first work cooperatively with Telephone Support to try and repair the products. If product contains features that enable ELSAG to diagnose and repair remotely, ELSAG may request the customer to allow such remote access.

Hardware Repairs and Replacements: If defective hardware is identified, the Customer will be provided RGA paperwork to ship product to ELSAG manufacturing facility. The repair team will work to correct problem and return gear to Customer as soon as possible.

The software coverage includes:

Software updates: ELSAG's software development team actively improves and develops our software to keep in line with customer needs and demands. Car System and EOC updates are released throughout the year as new features are added or software bugs are fixed.

Firmware Updates: Firmware upgrades are similar to software updates in that they fix bugs, add or remove features and improve performance, however it is directly tied to the hardware device. If a firmware update is released, a warranty customer has access to this update.

Protocol Updates: As new license plates are released within a state, ELSAG actively works on updating the state protocol to ensure plates are read with a high capture and accuracy rate.

Exclusions to hardware and software warranty coverage:

Onsite Hardware Reinstallation to a new vehicle- \$1,250

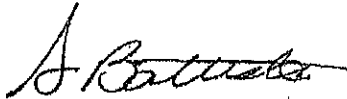
Help Desk Remote Software Reinstallations- \$312.50

EOC server reinstallations - \$1,250

Camera Cables beyond year 1 - \$433.92

ELSAG North America is proud to be Nassau County Police Department's primary LPR vendor and we thank you for your business.

Sincerely,



Stephanie Battista
Northeast Field Operations Manager

Section 1.1

List of Nassau County Police Department LPR Systems as of May 20th, 2015.

	Serial Number	PO#
1	EO8031785-J07016385-J07015913	PD08000503
2	J07015866-J07016420-J07016779	PD08000503
3	AE00475-75721-17102E01-71744E02	PD7000284
4	AE00555-82704-84239E01-83346E02	PD7000284
5	AE00510-82894-82953E01-83062E02	PD7000284
6	AE00524-75686-82941E01-8443102	PD7000284
7	AE00371-38219-84227E1-83048E02	PD7000284
8	AE00559-82724-82985E01-84386E02	PD7000284
9	AE00056-38033-55559E01-55549E02	PD800124
10	AE00503-75695-82973E01-83336E02	PD7000284
11	J08031747-J07016610-J07016138	PD08001388
12	AE00466-75722-71696E01-71661E02	PD7000284

13 AE00529-75634-84231E01-84398E02

PD7000284

*ELSAG North America * 205-H Creek Ridge Road, Greensboro NC 27406 * Toll Free (866) 9MPH-900
 * Fax (336)-379-7164* www.elsag.com

14	AE00570-82711-83365E01-83021E02	PD7000284
15	PB21150-2500334-1601208	PD09000312
16	PB26026-2501305-1601153	SO 100003684/ Invoice 13849
17	PB21579-2501311-1601187	SO 100003684/ Invoice 13857
18	PB10716	PD12000717
19	PB10715	PD12000717
20	PB10718	PD12000717
21	PB10717	PD12000717
22	PB10720	PD12000717
23	PB10723	PD13000254
24	PB10722	PD13000254
25	PB10721	PD12000717
26	GFHCA00381- GFHCA00386-P137011-034130678B15	PD12000717
27	GFHCA00377-GFHCA00384-P1370112-034130678B10	PD12000717
28	GFHCA00365-GFHCA003630-P1370110-034121108B01	PD12000717
29	GFHCA00376-GFHCA00375-P12C0979-034121088B15	PD12000717

30	GFHCA00374-GFHCA00373-P12C0997-034130678805	PD12000717
31	GFHCA00372-GFHCA00370-P1311822-03412048B01	PD12000717
32	GFHCA00364-GFHCA00371-P12C0971-034121108823	PD12000717
33	PB26765-GMSBA01111-GMSAA00771	SO#222 Complimentary Unit
34	PB26140-GMSBA00529-GMSAA00403	PD12000717
35	PB26186-GMSBA00513-GMSAA00391	PD12000717
36	PB26192-GMSBA00527-GMSAA00393	PD12000717
37	PB26193-GMSBA00505-GMSAA00325	PD12000717
38	PB26160-GMSBA00530-GMSAA00397	PD12000717
39	PB26159-GMSAA00404-GMSBA00521	PD12000717
40	PB26977-GMSAA01005-GMSBA01330	PD14000292
41	PB11910	PD110000352
42	PB26982-GMSAA00997-GMSBA01306	PD14000292
43	GFCU04011-GFHCA04001-GFHCA04000	PD14000710
44	PB26855-GMSAA00872-GMSBA01191	PD13000859
45	e08030959-e08032366-9CKYA38274	PD09000312

46	PB26189-GMSBA00528-GMSAA00402	PD12000717
47	PB21465-W106029-W106030-W106019-W106020-P1070436	PD09000312
48	PB26191-GMSBA00522-GMSAA00395	PD12000717
49	PB26190-GMSBA00524-GMSAA00315	PD12000717
50	PB26194-GMSBA00526-GMSAA00390	PD12000717
51	PB26188-GMSBA00394-GMSAA00396	PD12000717
52	PB11903	PD110000352
53	PB11923	PD110000352
54	PB11904	PD110000352
55	PB11915	PD110000352
56	PB11913	PD110000352
57	PB11909	PD110000352
58	PB11914	PD110000352
59	PB11906	PD110000352
60	PB11902	PD110000352
61	PB11908	PD110000352

Appendix B

Section 1.2.

ELSAG NORTH AMERICA, LLC EXTENDED HARDWARE LIMITED WARRANTY COVERAGE

ELSAG North America, LLC ("ELSAG") warrants this ELSAG hardware product against defects in design, materials and workmanship under normal use in accordance with the specifications and documentation for the period designated above ("Warranty Period"). If a hardware defect arises and a valid claim is received within the Warranty Period, at its option and to the extent permitted by law, ELSAG will either (1) repair the hardware defect at no charge, using new or refurbished replacement parts, or (2) exchange the product with a product that is new or which has been manufactured from new or serviceable used parts and is at least functionally equivalent to the original product.

EXCLUSIONS AND LIMITATIONS

ELSAG does not warrant that the operation of the Product will be uninterrupted or error free. ELSAG is not responsible for damage arising from failure to follow instructions relating to the Product's use. This warranty does not apply: (a) to errors or defects caused by persons or entities other than ELSAG, including, without limitation, errors or defects in any third-party software or products and errors or defects caused by modifications to the Product (including upgrades and repairs) by someone other than ELSAG or an ELSAG Authorized Service Provider; (b) to any breach of the Product (camera and trunk box/processing unit) seal by someone other than ELSAG or an ELSAG Authorized Service Provider; (c) to pre-existing conditions in the installation environment or vehicle; (d) to damage from accident, abuse, misuse or introduction of foreign objects into the Product; (e) to unauthorized Product repairs, modifications or alterations; (f) to failure to follow the manufacturer's instructions; (g) to third party actions (i.e., fire, collision, vandalism, theft, etc.); (h) to elements of acts of war or acts of God; (i) to battery leakage or improper use of any electrical source; (j) to cosmetic or structural damage to case or frame of the Product or to any non-operating part including decorative parts; (k) to any damage to the Product covered by an insurance policy (in such a case, this Warranty will cover any applicable deductible, subject to the terms of coverage and exclusions set forth herein); (l) to preventative maintenance; (m) to any damage which is not reported during the Term of this Warranty; (n) to costs associated with the installation, removal or reinstallation of the Product; and (o) to consumable parts, such as batteries, unless damage has occurred due to a defect in materials or workmanship. Items not covered under warranty (but available for purchase) include; camera glass, batteries and any and all cables.

TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, ELSAG SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY,

FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS. IF ELSAG CANNOT LAWFULLY DISCLAIM STATUTORY OR IMPLIED WARRANTIES THEN TO THE EXTENT PERMITTED BY LAW, ALL SUCH WARRANTIES SHALL BE LIMITED IN DURATION TO THE DURATION OF THIS EXPRESS WARRANTY AND TO REPAIR OR REPLACEMENT SERVICE AS DETERMINED BY ELSAG IN ITS SOLE DISCRETION. No ELSAG reseller, agent or employee is authorized to make any modification, extension, or addition to this warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.

ELSAG's maximum liability under this Warranty, whether in contract, tort (including negligence or strict liability), or otherwise, shall be the cost of repair or replacement of the affected Products. EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE EXTENT PROVIDED BY LAW, ELSAG IS NOT RESPONSIBLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING LOSS OF PROFITS ON CONTRACTS); LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; LOSS OF REPUTATION, WHETHER OR NOT ELSAG IS OR HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

For technical support or to arrange for service on your ELSAG product, call our toll free 24 hour hotline at 1-866-9MPH900.

Appendix EE
Equal Employment Opportunities for Minorities and Women

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

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

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

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

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

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

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

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

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

shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

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

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

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

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

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

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall

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

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

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

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

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

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

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

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

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a

proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

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

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

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

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

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

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

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

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

Michael M. Warner (Name)
Selex ES, Inc. 11300 W. 89th, Overland Park KS 66214 (Address)
913-495-2654 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor
3. In the past five years, Contractor _____ has X has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

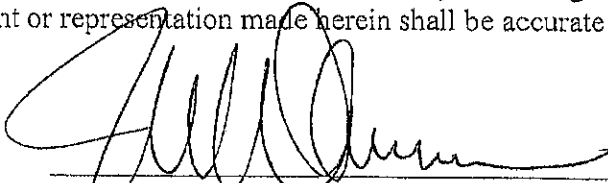
4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has X has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

6-25-15

Dated


Signature of Chief Executive Officer

Mike M. Warner
Name of Chief Executive Officer

Sworn to before me this

25 day of June, 2015

Mary C. Dreiling
Notary Public

Mary C. Dreiling
Notary Public
State of Kansas
My appointment expires 11-19-16