



Certified:

**E-6-21**

Filed with  
Clerk of Nassau County Legislature  
January 4, 2021 9:48AM

**NIFS ID:CLPD20000009 Department: Police Dept.**

**Capital:**

SERVICE: Airbone video surveillance system

Contract ID #:CQPD15000004 NIFS Entry Date: 30-OCT-20 Term: from to

Amendment
Time Extension: X
Addl. Funds:
Blanket Resolution:
RES#

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	N
4) Material Adverse Information Identified? (if yes, attach memo):	N
5) Insurance Required	Y

<b>Vendor Info:</b>	
Name: <b>Helinet Aviation Services, LLC</b>	Vendor ID#: <b>954665842</b>
Address: 16303 Waterman Drive Van Nuys, CA 91406	Contact Person: Cheri Naster
	Phone:

<b>Department:</b>
Contact Name: Jaclyn Delle
Address: 1 West Street Mineola, NY 11501
Phone: 516-571-3054

## Routing Slip

Department	NIFS Entry: X	02-NOV-20 -- JDELLEPD
Department	NIFS Approval: X	02-NOV-20 -- JDELLEPD
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	06-NOV-20 -- IQURESHI
OMB	NIFS Approval: X	04-NOV-20 -- JNOGID
County Atty.	Insurance Verification: X	04-NOV-20 -- AAMATO
County Atty.	Approval to Form: X	02-NOV-20 -- DMCDERMOTT
CPO	Approval: X	09-DEC-20 -- KOHAGENCE

<b>DCEC</b>	<b>Approval: X</b>	<b>10-DEC-20 -- JCHIARA</b>
<b>Dep. CE</b>	<b>Approval: X</b>	<b>14-DEC-20 -- TFOX</b>
<b>Leg. Affairs</b>	<b>Approval/Review: X</b>	<b>31-DEC-20 -- GCASTILLO</b>
<b>Legislature</b>	<b>Approval:</b>	
<b>Comptroller</b>	<b>Deputy:</b>	
<b>NIFA</b>	<b>NIFA Approval:</b>	

## Contract Summary

<b>Purpose:</b> This is an amendment to a contract for the design and installation of an airborne video surveillance system for the Nassau County Police Department's Aviation Unit. The purpose of this amendment is extend the term of the original agreement so that the contractor can complete the relocation of an antenna from the Sixth Precinct to North Shore University Hospital, as more fully described in Ex. F of the amendment. Although the Sixth Precinct antenna relocation was contemplated under the original agreement, the relocation was delayed due to preliminary issues with the proposed site at North Shore University Hospital. As of the date of this writing, all preliminary issues have been resolved, and the contractor is ready to commence these specific services. The term of the contract shall be extended to the completion of this antenna relocation.
<b>Method of Procurement:</b> Contract amendment. Please see procurement history below.
<b>Procurement History:</b> RFP# PD1215-1445, issued on December 17, 2014. The County received four (4) proposals in response to the RFP, and Helinet was selected as the highest scoring proposer.
<b>Description of General Provisions:</b> As described above.
<b>Impact on Funding / Price Analysis:</b> 0.01 (this amendment is a time extension only; there is no increase to the contract maximum amount)
<b>Change in Contract from Prior Procurement:</b> N/A
<b>Recommendation: (approve as submitted)</b> Approve as submitted.

## Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	PDH					
Control:	PD	Revenue		6	PDPDH1481/DE500	\$ 0.01
Resp:	1481	Contract:				\$ 0.00
Object:	DE500	County	\$ 0.01			\$ 0.00
Transaction:		Federal	\$ 0.00			\$ 0.00
Project #:		State	\$ 0.00			\$ 0.00
Detail:		Capital	\$ 0.00			\$ 0.00
		Other	\$ 0.00			\$ 0.00
		<b>TOTAL</b>	<b>\$ 0.01</b>		<b>TOTAL</b>	<b>\$ 0.01</b>

RENEWAL	
% Increase	
% Decrease	

RULES RESOLUTION NO. – 2021

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 HELINET AVIATION SERVICES, LLC

WHEREAS, the County has negotiated an amendment to a personal services agreement with Helinet Aviation Services, LLC to provide services related to an airborne video surveillance system, 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 authorizes the County Executive to execute the said amended agreement with Helinet Aviation Services, LLC.



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

**1. Vendor:** Helinet Aviation Services, LLC

**2. Dollar amount requiring NIFA approval:** \$.01

**Amount to be encumbered:** \$.01

This is a 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: 5/1/15 - completion**

Has work or services on this contract commenced? N \_\_\_\_

If yes, please explain: Contractor awaiting approval of amendment in order to continue services.

**4. Funding Source:**

X General Fund (GEN)

Capital Improvement Fund (CAP)

Other

Grant Fund (GRT)

Federal % 0

State % 0

County % 100

Is the cash available for the full amount of the contract?

Y

If not, will it require a future borrowing?

N

Has the County Legislature approved the borrowing?

N/A

Has NIFA approved the borrowing for this contract?

N/A

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

This is an amendment to a contract for the design and installation of an airborne video surveillance system for the Nassau County Police Department's Aviation Unit. The purpose of this amendment is extend the term of the original agreement so that the contractor can complete the relocation of an antenna from the Sixth Precinct to North Shore University Hospital, as more fully described in Ex. F of the amendment. Although the Sixth Precinct antenna relocation was contemplated under the original agreement, the relocation was delayed due to preliminary issues with the proposed site at North Shore University Hospital. As of the date of this writing, all preliminary issues have been resolved, and the contractor is ready to commence these specific services. The term of the contract shall be extended to the completion of this site move.

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

Nassau County Attorney as to form

Nassau County Committee and/or Legislature

**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:**

Contract ID	Date	Amount

## 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.

IQURESHI

06-NOV-20

**Authenticated User**

**Date**

## 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

**Authenticated User**

**Date**

## NIFA

Amount being approved by NIFA:

Payment is not guaranteed for any work commenced prior to this approval.

**Authenticated User**

**Date**

**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.**

Jack Schnirman  
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: Helinet Aviation Services, LLC

CONTRACTOR ADDRESS: 16303 Waterman Drive, Van Nuys, CA 91406

FEDERAL TAX ID #:

**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 \_\_\_\_\_ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in \_\_\_\_\_ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on \_\_\_\_\_ [date]. \_\_\_\_\_ [state #] proposals were received and evaluated. The evaluation committee consisted of: \_\_\_\_\_

\_\_\_\_\_ (list # of persons on committee and their respective departments). 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 June 16, 2015. [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 a Request for Proposals was issued on December 17, 2014. Four (4) proposals were received and evaluated. Helinet was selected as the highest ranking proposer.

[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.

**Instructions with respect to Sections VIII, IX and X:** All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

**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 submission of the first claim voucher, for services under this 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**

10/21/20

\_\_\_\_\_  
**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.

## Business History Form

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

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

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

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

Date: 09/30/2020

1) Proposer's Legal Name: Helinet Aviation Services, LLC

2) Address of Place of Business: 16303 Waterman Dr

City: Van Nuys State/Province/Territory: CA Zip/Postal Code: 91406

Country: US

3) Mailing Address (if different): \_\_\_\_\_

City: \_\_\_\_\_ State/Province/Territory: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_

Country: \_\_\_\_\_

Phone: \_\_\_\_\_

Does the business own or rent its facilities? Rent If other, please provide details:

\_\_\_\_\_

4) Dun and Bradstreet number: 177135605

5) Federal I.D. Number: \_\_\_\_\_

6) The proposer is a: Other (Describe) LLC

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

YES ☐ NO ☒ If yes, please provide details:

\_\_\_\_\_

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

YES ☐ NO ☒ If yes, please provide details:

\_\_\_\_\_

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

YES ☐ NO ☒ If yes, please provide details:

\_\_\_\_\_

- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?  
YES ☒ NO ☐ If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).  
Helinet was awarded a contract by N.Y.P.D. and decided not to accept the contract due to the fact that several key personnel decided to resign, without notice, at the time the contract was awarded.
- 11) Has the proposer, during the past seven years, been declared bankrupt?  
YES ☐ NO ☒ If yes, state date, court jurisdiction, amount of liabilities and amount of assets
- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.  
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.  
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:  
a) Any felony charge pending?  
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.  
b) Any misdemeanor charge pending?  
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- 15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- 16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES ☐ NO ☒ If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

- 17) Conflict of Interest:

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

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

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.

The Chief Financial Officer and corporate attorney will require all company officials involved with this project to submit Financial Disclosure Statements periodically and they will review to ensure no conflict of interest.

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

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

YES ☐ NO ☒

Is the proposer an individual?

YES ☐ NO ☒ Should the proposer be other than an individual, the Proposal MUST include:

- i) Date of formation;

05/27/1986

- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

Kathryn Purwin  
16303 Waterman Drive  
Van Nuys, CA 91406

*No individuals with a financial interest in the company have been attached..*

- iii) Name, address and position of all officers and directors of the company. If none, explain.

Kathryn Purwin, CEO - 16303 Waterman Drive, Van Nuys, CA 91406  
Sean Cross, President and COO - 16303 Waterman Drive, Van Nuys, CA 91406  
Al Sousa, Vice President and Director of Operations - 16303 Waterman Drive, Van Nuys, CA 91406  
James Hanna, Director of Maintenance - 16303 Waterman Drive, Van Nuys, CA 91406  
Brad Sather, CFO - 16303 Waterman Drive, Van Nuys, CA 91406

*No officers and directors from this company have been attached.*

- iv) State of incorporation (if applicable);

DE

- v) The number of employees in the firm;

85

- vi) Annual revenue of firm;

- vii) Summary of relevant accomplishments

Helinet Aviation Services, LLC possesses extensive experience providing aircraft completion

services as well as integrations of both airborne SD and HD downlink services to our law enforcement industry and movie industry clients.  
See attachment for additional information.

1 File(s) Uploaded: helinet\_attachment 17A(vii).pdf

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

4 File(s) Uploaded: helinet faa part 135 certificate.pdf, helinet faa part 145 certificate.pdf, helinet seller's permit.pdf, helinet\_wbe 2019 Certs through 2021.pdf

B. Indicate number of years in business.

33

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

Helinet Aviation Services, LLC, "Helinet", has pioneered the use of video camera and microwave downlink technology and remains the nationwide leader in providing such in the design, provision, installation, testing and commissioning of such systems and services for the law enforcement community. Helinet is a woman-owned aviation business located in Van Nuys, California. We provide services for a wide range of airborne markets including Electronic News Gathering ("ENG"), Helicopter Emergency Medical Services ("HEMS") for patient and organ transport, VIP Aircraft Charter, Commercial Motion Picture/Television Aerial Production (Helicopter and sUAS), and Advanced Surveillance & Mission Solutions for Airborne Law Enforcement ("ALE"). With over 30 years in business, the company has earned a highly trusted and widely respected industry-wide reputation for its work on wireless transmission projects, unparalleled service, and an outstanding safety record.

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	Los Angeles Police Department		
Contact Person	Sgt. Jorge Gonzales		
Address	Space 475		
City	Los Angeles	State/Province/Territory	CA
Country	US		
Telephone	(213) 478-8188		
Fax #			
E-Mail Address	24261@lapd.lacity.org		

Company	Oakland County Sheriff's Office		
Contact Person	Captain Melvin Maier, Jr.		
Address	1200 N Telegraph Road, Bldg. 35 East		
City	Pontiac	State/Province/Territory	MI
Country	US		
Telephone	(248) 886-1807		
Fax #			
E-Mail Address	maierm@oakgov.com		

Company	Suffolk County Police Department		
Contact Person	Joe Sedotto		
Address	30 Yaphank Ave.		
City	Yaphank	State/Province/Territory	NY
Country	US		
Telephone	(631) 418-6442		

Fax #

E-Mail Address [joseph.sedotto@suffolkcountyny.gov](mailto:joseph.sedotto@suffolkcountyny.gov)

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

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

### **CERTIFICATION**

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

Name of submitting business: Helinet Aviation Services, LLC

Electronically signed and certified at the date and time indicated by:  
Cheri Naster [ASG@HELINET.COM]

Sr. Project Leader  
Title

10/09/2020 04:50:39 PM  
Date





**Helinet Aviation Services, LLC**  
**Attachment to Business History Form**

17.A

vii) **Summary of relevant accomplishments**

Helinet Aviation Services, LLC ("Helinet") possesses extensive experience providing aircraft completion services as well as integrations of both airborne SD and HD downlink services to our law enforcement industry and movie industry clients. As a result, the industry has recognized Helinet as the leader in providing aircraft completion services. Many in the aviation community consider Helinet to be the "sole source" when it comes to this type of installation.

We have developed a unique process in the design, development, testing, installation, user training, and support of systems identical to the systems services required by Nassau County.

Helinet's prior experience and demonstrated experience provide testimony that the company is a qualified bidder for this contract. We have provided "turn-key" solutions for similar governmental agencies in the past and developed a unique skill set to provide Nassau County with its desired solution.

In all its projects, Helinet ensures that all parts, materials and installations comply fully with approved Federal Communications Commission (FCC) regulations, National Electric Code, all local building codes, Federal Aviation Regulations (FARs), Federal Aviation Administration (FAA) instructions and requirements, successfully pass FAA inspections and certifications. The Department requires any proposed solution to be designed, furnished, and installed as a "turn-key" system. Helinet, in submitting the proposal, assumes responsibility for all aspects of its solution, including but not limited to the following: FAA acceptance, FCC licensing, installation/construction, project management, warranty, etc.

Helinet Aviation Services LLC ("Helinet") possesses an established reputation as a **premier** provider of Video Downlink Network services for the law enforcement community and could be considered as a unique source (perhaps the sole source) to provide Video Downlink Equipment and services for the Nassau County Police Department as specified in the Request for Proposal. Helinet has provided quality avionics / aviation support to its customers for over 33 years.

Helinet initially developed and has continually updated this exclusive video downlink capability for its Company fleet of aircraft to support instantaneous download of High Definition of aviation scenes for the motion picture industry, television production, television news, and other commercial customers. Subsequently, Helinet has developed and offered this capability to various US federal, state, and local law enforcement agencies and other international law enforcement agencies for the past 14 years. Helinet has developed a unique system to design, install, test and train law enforcement operators and technicians that stands alone in the industry.



Helinet has created a distinctive footprint in the industry in the design, delivery, installation and test of video downlink systems. Helinet is the industry leader among Video Downlink Network system providers and is unique in its ability to provide this Video Downlink System equipment, assist with the installation design, inspect the installation, commission the equipment and then provide technical support of the equipment for Nassau County.

Helinet may even be considered a Sole Source to provide this equipment and services to Nassau County for the following reasons.

- Best known for its superior integration of High Definition, Standard Definition and Ultra-High Definition (4k) camera systems into both fixed wing and rotary wing aircraft, Helinet has become the aviation company of choice for A-list directors in the motion picture industry. That is because Helinet installed Airborne Video and Airborne Microwave Downlink systems in its own fleet of rotary wing and fixed wing aircraft to provide the motion picture industry with quality High Definition aerial video and microwave downlink services for major motion pictures. Helinet has excelled in providing High Definition imagery, which can be down linked during filming for instantaneous review by directors and assistant directors.
- This experience enabled Helinet to develop unique processes to analyze requirements and then to design a video downlink system or an airborne microwave downlink system customized to the requirements of each customer. Thereby, Helinet has created a distinctive footprint in the industry in the design, delivery, installation and test of similar systems.
- Helinet has honed its Video Downlink System experience and provided television production companies, television news organizations and other customer with quality, state-of-the-art wireless services.
- Helinet took this experience and, for the past 19 years, now provides local, state and US federal and international governmental agencies with airborne video surveillance systems and microwave downlink systems. These agencies have selected Helinet systems as the “best value” for Airborne Video Surveillance Systems and Microwave Downlink Systems. Since these video images are accepted as evidence in Unites States’ federal, state and local courts, these agencies demand the very best and most cost-effective technology.
- In addition, Helinet has provided international law enforcement agencies with “best value” solutions for Airborne Video Surveillance Systems and Microwave Downlink Systems. These international government agencies include, but are not limited to State governments in Saxony, Germany, the government of Trinidad and Tobago. In addition, the company has provided Video Downlink services for UN peacekeeping forces in Sudan.
- Helinet specializes in the delivery of HD, SD and 4k imagery, data transmission and distribution from both airborne and ground-based platforms. The Company provides end users with individual components to complete turnkey solutions including system design, installation, support, training, and field operations.



*Over the last fifteen years, Helinet has been involved with 45 aircraft integrations, 20 permanent receive-site installations and 18 tactical vehicle and mobile integrations, frequently in the role of prime contractor.*

*The following is just a partial list of Helinet Law Enforcement Clients, previous and existing, and their Technology Projects:*

- **Oakland County, MI Sheriff's Department:** Design, installation, downlink and integration of Airborne Microwave Video and Downlink system – 2015
- **Suffolk County, NY Police Department:** Design, installation, downlink and integration of Airborne Microwave Video and Downlink system – 2014
- **New York City Police Department – Aviation Department:** Design, installation, downlink and integration of Airborne Microwave Video and Downlink system – 2014
- **New York City Police Department - Counter Terrorism Department:** Installation, downlink and integration of Airborne Microwave Video and Downlink System – 2014
- **Los Angeles Police Department:** Design, installation, downlink and integration of Airborne Microwave Video and Downlink System – 2012 to present
- **State of Texas Department of Public Safety**
  - 2011 – Installation, downlink and integration of Airborne Microwave Video and Downlink System
  - 2012 – Portable Diversity Receiver
  - 2013 – Aviation Microwave Video Downlink Project
  - 2014 – Texas Video Downlink System Expansion
- **Santa Barbara County Office of Emergency Management:** Installation of Integrated Microwave Downlink System – 2011. Expand Integrated Microwave Downlink System – 2013.
- **Los Angeles Sheriff's Department:** Installation, downlink and integration of Airborne Microwave Video and Downlink System – 2010
- **City of Long Beach, CA:** Installation, downlink and integration of Airborne Microwave Video and Downlink System – 2012.
- **City of Ontario, CA Police Department:** Installation, downlink and integration of Airborne Microwave Video and Downlink System for Regional Airborne Downlink System – 2010.
- **Government of Trinidad and Tobago:** Installation, downlink and integration of Airborne Microwave and Downlink System – 2009



US Department  
of Transportation  
**Federal Aviation  
Administration**

# Air Carrier Certificate

This certifies that

**Helinet Aviation Services, LLC**  
**16303 Waterman Drive**  
**Van Nuys, California 91406**

has met the requirements of the Federal Aviation Act of 1958, as amended, and the rules, regulations, and standards prescribed thereunder for the issuance of this certificate and is hereby authorized to operate as an air carrier and conduct common carriage operations in accordance with said Act and the rules, regulations, and standards prescribed thereunder and the terms, conditions, and limitations contained in the approved operations specifications.

This certificate is not transferable and, unless sooner surrendered, suspended, or revoked, shall continue in effect indefinitely.

By Direction of the Administrator

**Richard Swanson**  
(Signature)

**Manager, Van Nuys FSDO**  
(Title)

**Western Pacific**  
(Region/Office)

Certificate number: H0CA401I

Effective Date: 01/13/1998

Reissued 01/22/2014

Issued at: WP01



UNITED STATES OF AMERICA  
DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION

# Air Agency Certificate

*Number* H0CR4011

*This certificate is issued to*  
HELINET AVIATION SERVICES, LLC.

*whose business address is*

16303 Waterman Dr.  
Van Nuys, California 91406

*upon finding that its organization complies in all respects  
with the requirements of the Federal Aviation Regulations  
relating to the establishment of an Air Agency, and is  
empowered to operate an approved*

*with the following ratings:*

Limited Airframe  
Limited Powerplant  
Limited Radio (December 03, 2013)

*This certificate, unless canceled, suspended, or revoked,  
shall continue in effect* Infinitely.

*Date issued:*

September 27, 2007  
Reissued: February 11, 2014

*By direction of the Administrator*



Richard Swanson, Manager  
Van Nuys FSDO, Western-Pacific Region

This Certificate is not Transferable, and ANY MAJOR CHANGE IN THE BASIC FACILITIES, OR IN THE LOCATION THEREOF,  
SHALL BE IMMEDIATELY REPORTED TO THE APPROPRIATE REGIONAL OFFICE OF THE FEDERAL AVIATION ADMINISTRATION

Any alteration of this certificate is punishable by a fine of not exceeding \$1,000, or imprisonment not exceeding 3 years, or both



DISPLAY CONSPICUOUSLY AT PLACE OF BUSINESS FOR WHICH ISSUED

CALIFORNIA STATE BOARD OF EQUALIZATION

# SELLER'S PERMIT

ACCOUNT NUMBER

9/1/2005 SR SO 100-645482

HELINET AVIATION SERVICES LLC  
16303 WATERMAN DR  
VAN NUYS, CA 91406-1222



NOTICE TO PERMITTEE  
You are required to obey all  
Federal and State laws that  
regulate or control your  
business. This permit does  
not allow you to do  
otherwise.

IS HEREBY AUTHORIZED PURSUANT TO SALES AND USE TAX LAW TO ENGAGE IN THE  
BUSINESS OF SELLING TANGIBLE PERSONAL PROPERTY AT THE ABOVE LOCATION.  
THIS PERMIT IS VALID ONLY AT THE ABOVE ADDRESS.  
THIS PERMIT IS VALID UNTIL REVOKED OR CANCELED AND IS NOT TRANSFERABLE. IF YOU SELL YOUR BUSINESS  
OR DROP OUT OF A PARTNERSHIP, NOTIFY US OR YOU COULD BE RESPONSIBLE FOR SALES AND USE TAXES  
OWED BY THE NEW OPERATOR OF THE BUSINESS.

Not valid at any other address

**For general tax questions, please call our Customer Service Center at 1-800-400-7115 (TTY:711).  
For information on your rights, contact the Taxpayers' Rights Advocate office at 1-888-324-2798 or 1-916-324-2798.**

BOE-442-R REV. 16 (11-14)

A MESSAGE TO OUR NEW PERMIT HOLDER





WOMEN'S BUSINESS ENTERPRISE  
NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

**HEREBY GRANTS  
WOMAN OWNED SMALL BUSINESS (WOSB) CERTIFICATION TO**

**Helinet Aviation Services, LLC**

The identified small business is an eligible WOSB for the WOSB Program, as set forth in 13 C.F.R. part 127 and has been certified as such by an SBA approved Third Party Certifier pursuant to the Third Party Agreement, dated June 30, 2011, and available at [www.sba.gov/wosb](http://www.sba.gov/wosb).

The WOSB Certification expires on the date herein unless there is a change in the SBA's regulation that makes the WOSB ineligible or there is a change in the WOSB that makes the WOSB ineligible. If either occurs, this WOSB Certification is immediately invalid. The WOSB must not misrepresent its certification status to any other party, including any local or State government or contracting official or the Federal government or any of its contracting officials.

NAICS: 481211, 492110, 621910  
UNSPSC: 25131601, 25131604, 25131707,  
78111501, 92101903

Certification Number: WOSB170192

Expiration Date: February 28, 2021



A handwritten signature in black ink, reading "Pamela Williamson, Ph.D.".

Pamela Williamson, Women's Business Enterprise Council - West  
President & CEO

A handwritten signature in black ink, reading "Pamela Prince-Eason".

Pamela Prince-Eason, WBENC President & CEO

A handwritten signature in black ink, reading "Laura Taylor".

Laura Taylor, WBENC Vice President

# WBENC

WOMEN'S BUSINESS ENTERPRISE  
NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

hereby grants

## National Women's Business Enterprise Certification

to

Helinet Aviation Services, LLC

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).  
This certification affirms the business is woman-owned, operated and controlled and is valid through the date herein.

Certification Granted: February 14, 2017

Expiration Date: February 28, 2021

WBENC National Certification Number: WBE1700259

WBENC National WBE Certification was processed and validated by Women's Business Enterprise Council - West, a WBENC Regional Partner Organization.

*Pamela Williamson, Ph.D.*

Authorized by Pamela Williamson, President & CEO  
Women's Business Enterprise Council - West

**WBENC WEST**  
WOMEN'S BUSINESS ENTERPRISE COUNCIL  
JOIN FORCES. SUCCEED TOGETHER

NAICS: 481211, 492110, 621910

UNSPSC: 25131601, 25131604, 25131707, 78111501, 92101903

Center for Women & Enterprise

**GREATER  
WOMEN'S  
BUSINESS  
COUNCIL**

**WBENC PACIFIC**  
WOMEN'S BUSINESS ENTERPRISE COUNCIL  
PACIFIC NORTH WEST

Great Lakes  
Women's  
**Business  
COUNCIL**

**WBENC ORV**  
WOMEN'S BUSINESS ENTERPRISE COUNCIL  
ORANGE VALLEY

**WOMEN'S  
BUSINESS  
COUNCIL  
SOUTHWEST**

**WOMEN'S  
BUSINESS  
DEVELOPMENT  
CENTER**

**WOMEN PRESIDENTS'**  
Educational Organization

**WBENC FLORIDA**  
WOMEN'S BUSINESS ENTERPRISE COUNCIL  
FLORIDA

**WBENC EAST**  
WOMEN'S BUSINESS ENTERPRISE COUNCIL  
EAST

**WBEA**

**WBENC SOUTH**  
WOMEN'S BUSINESS ENTERPRISE COUNCIL  
SOUTH





January 10, 2019

RE: Notice of Verification & Certification

Kathryn Purwin  
Helmet Aviation Services, LLC  
16303 Waterman Dr.  
Van Nuys, CA 91406

**Supplier Clearinghouse Verification Order Number: 16000874**

Congratulations, the Supplier Clearinghouse is pleased to inform you that in accordance with General Order 156, your business enterprise has successfully completed the verification process, and your company has received the following certification: **Women Business Enterprise (WBE)**.

Your company will now be recognized by the Joint Utilities as a Women Business Enterprise (WBE) when competing for procurements by public utilities participating in the Utility Supplier Diversity Program.

Your certification is valid for three years and you are required to re-verify your company's certified status at least 30 days prior to January 10, 2022. Please notify our office of any change in your address or contact information so that we can maintain your most current contact information. You must notify our office of any change in ownership and/or control of your company within 30 days of the change. Failure to provide that notification is in violation of section 8285 of the Public Utilities Code and could render your certification status invalid.

The Supplier Clearinghouse may request additional information or conduct an on-site visit at any time during the term of your verified certification status. The Supplier Clearinghouse may reconsider your certification status and possibly rule invalid your verified status if it is determined that the status was knowingly obtained by false, misleading and/or incorrect information. Also note that if in a formal opinion, the California Public Utilities Commission determines that the WBE verification criteria under which you were deemed eligible is no longer valid, then your status may change or you may be required to comply with the change to maintain eligibility.

Thank you for participating in the Utility Supplier Diversity program. We wish you much success in your business endeavors. Feel free to contact our office if you have questions, or visit our website at [www.thesupplierclearinghouse.com](http://www.thesupplierclearinghouse.com).

**The Supplier Clearinghouse**



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

YES ☐ NO ☒ If yes, to what campaign committee?

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

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

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

Electronically signed and certified at the date and time indicated by:  
Cheri Naster [ASG@HELINET.COM]

Dated: 10/02/2020 05:33:58 PM

Vendor: Helinet Aviation Services, LLC

Title: Sr. Project Leader

## 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: Kathryn Purwin  
Date of birth: [REDACTED]  
Home address: [REDACTED]  
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]  
Country: US

Business Address: 16303 Waterman Drive  
City: Van Nuys State/Province/Territory: CA Zip/Postal Code: 91406  
Country: US  
Telephone: 818-902-0229

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

List of other addresses and telephone numbers attached

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

President		Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer	03/17/2016	Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

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

YES ☒ NO ☐ If Yes, provide details.

100% owner

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☒ NO ☐ If Yes, provide details.

Majority owner in Shotover Camera Systems until August 2020

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES ☐ NO ☒ If Yes, provide details.

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

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

- a. Been debarred by any government agency from entering into contracts with that agency?

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

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?

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

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?

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

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?

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

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

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

9.

- a. Is there any felony charge pending against you?

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

- b. Is there any misdemeanor charge pending against you?

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

- c. Is there any administrative charge pending against you?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**CERTIFICATION**

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

Helinet Aviation

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Name of submitting business

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

Kathryn Purwin [KPURWIN@HELINET.COM]

---

CEO

---

Title

10/09/2020 02:49:46 PM

---

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: OLAF B SATHER  
Date of birth:                       
Home address:                       
City:                      State/Province/Territory:            Zip/Postal Code:             
Country:           

Business Address: 16303 Waterman Drive  
City: VAN NUYS State/Province/Territory: CA Zip/Postal Code: 91406  
Country: US  
Telephone: 9493246991

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

List of other addresses and telephone numbers attached

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

President	<u>                    </u>	Treasurer	<u>                    </u>
Chairman of Board	<u>                    </u>	Shareholder	<u>                    </u>
Chief Exec. Officer	<u>                    </u>	Secretary	<u>                    </u>
Chief Financial Officer	<u>05/28/2019</u>	Partner	<u>                    </u>
Vice President	<u>                    </u>		
(Other)	<u>                    </u>		

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 notfor-profit organization other than the one submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.



6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES ☐ NO ☒ If Yes, provide details.

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

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

- a. Been debarred by any government agency from entering into contracts with that agency?

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

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?

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

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?

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

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?

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

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

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

9.

a. Is there any felony charge pending against you?

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

b. Is there any misdemeanor charge pending against you?

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

c. Is there any administrative charge pending against you?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**CERTIFICATION**

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

HELINET AVIATION SERVICES LLC

Name of submitting business

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

Olaf B SATHER [BSATHER@HELINET.COM]

Chief Financial Officer

Title

12/01/2020 02:39:42 PM

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: Sean M. Cross  
Date of birth: [REDACTED]  
Home address: [REDACTED]  
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]  
Country: [REDACTED]
- Business Address: 16303 Waterman Drive  
City: Van Nuys State/Province/Territory: CA Zip/Postal Code: 91406  
Country: US  
Telephone: 8189020229
- Other present address(es): 16303 Waterman Drive  
City: Van Nuys State/Province/Territory: CA Zip/Postal Code: 91406  
Country: US  
Telephone: 8189020229

List of other addresses and telephone numbers attached

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

President	<u>12/30/2019</u>	Treasurer	<u></u>
Chairman of Board	<u></u>	Shareholder	<u></u>
Chief Exec. Officer	<u></u>	Secretary	<u></u>
Chief Financial Officer	<u></u>	Partner	<u></u>
Vice President	<u></u>		
(Other)	<u></u>		

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

YES ☒ NO ☐ If Yes, provide details.

I was brought into an incentive unit grant agreement by Helinet's owner/CEO effective 01 November 2020. Not sure what else you want/need to know.

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

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

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

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

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

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

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

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

initiated?

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

9.

- a. Is there any felony charge pending against you?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Is there any misdemeanor charge pending against you?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Is there any administrative charge pending against you?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you

been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

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

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

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

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

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

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

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



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

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

**CERTIFICATION**

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

Helinet Aviation Services

Name of submitting business

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

Sean M. Cross [SCROSS@HELINET.COM]

President/Chief Operating Officer

Title

12/03/2020 07:03:01 PM

Date

COUNTY OF NASSAU

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

1. Name of the Entity: Helinet Aviation Services, LLC

Address: 16303 Waterman Dr

City: Van Nuys State/Province/Territory: CA Zip/Postal Code: 91406

Country: US

2. Entity's Vendor Identification Number: ██████████

3. Type of Business: Ltd. Liability Co (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):

*No principals have been attached to this form.*

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

If none, explain.

Kathryn Purwin  
16303 Waterman Drive  
Van Nuys, CA 91406

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

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

None

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

Are there lobbyists involved in this matter?

YES ☐ NO ☒

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

None

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

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

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

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

Electronically signed and certified at the date and time indicated by:  
Cheri Naster [ASG@HELINET.COM]

Dated: 10/12/2020 01:40:34 PM

Title: Sr. Project Leader

**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.

## **AMENDMENT NO. 2**

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of the date that this Amendment is executed by Nassau County (the "Effective Date"), 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) **Helinet Aviation Services, LLC**, having its principal office at 16303 Waterman Drive, Van Nuys, California 91406 (the "Contractor").

### W I T N E S S E T H:

WHEREAS, pursuant to County contract number CQPD15000004 between the County and Contractor, executed on behalf of the County on June 6, 2015, and amended thereafter (the "Original Agreement"), Contractor provides services related to an airborne video surveillance system, which services 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 is from May 1, 2015 until June 30, 2018, unless sooner terminated in accordance with the provisions of the Original Agreement (the "Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse Contractor for Services under the Original Agreement, as full compensation for the Services, was Two Million Seven Hundred Seventy Thousand Three Hundred Fifty Dollars (\$2,770,350.00) (the "Maximum Amount"); and

WHEREAS, the County desires to amend the Services and extend the Term of the Original Agreement.

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

1. Services. Exhibit D of the Original Agreement, for Services related to the Sixth Precinct antenna relocation, shall be replaced in its entirety by Exhibit F, attached hereto and incorporated herein.

2. Term. The Term of the Original Agreement shall be extended so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement") shall be upon completion of the Sixth Precinct antenna relocation identified as the Services in Exhibit F. The extended term will pertain specifically to the antenna relocation of the Sixth Precinct and will not include any services and support related to the scope of the project contemplated under the Original Agreement outside of the Sixth Precinct.

3. Payment. Payment for Services rendered pursuant to Exhibit F shall be made in accordance with the fee schedule outlined in Exhibit F. As set forth in Exhibit F, Contractor shall be entitled to an advance payment of one third as a deposit. The advance payment shall be payable to Contractor upon approval of this Amendment and subject to Contractor's submission of a claim voucher as described under Section 3(b) "Vouchers; Voucher Review, Approval, and Audit," of the Original Agreement. Subsequent payments to Contractor shall be made in arrears.

4. Reconciliation of Funds. The one third advance payment set forth in Exhibit F shall be reclaimed starting with the submission of the first non-advance claim voucher and ending once the entire one third has been reclaimed. At such time as the County may request, Contractor shall file with the Department, in duplicate, certified reconciliation reports which shall in each case include a complete accounting of all monies received and expenditures made with respect to the advance provided. Any advance funds remaining unexpended upon the earlier of completion of the Services, or termination of this Amended Agreement, shall be paid to the County simultaneously with the filing of the reconciliation report.

5. Compliance with Law. Section 6 of the Original Agreement is hereby amended to add the following subsections:

(e) Prohibition of Gifts. In accordance with County Executive Order 2-2018, Counsel shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with Counsel on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. Counsel shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(f) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, Counsel has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where Counsel employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. Counsel shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

(g) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

(i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;

(ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been

provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;

(iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;

(iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;

(v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and

(vi) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

6. Full Force and Effect. All the 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 PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

  
**HELINET AVIATION SERVICES, LLC**

By: 

Name: Brandon Mueller

Title: Director of Technology and Broadcast Operations

Date: 09/15/2020

**NASSAU COUNTY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: County Executive

☐ Deputy County Executive

Date: \_\_\_\_\_

PLEASE EXECUTE IN **BLUE** INK



## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles)

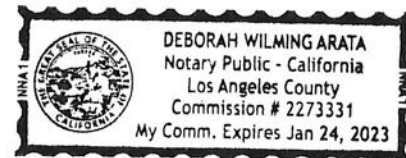
On September 15, 2020 before me, Deborah Wilming Arata, Notary Public  
(insert name and title of the officer)

personally appeared Brandon Mueller,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in  
his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Deborah Wilming Arata (Seal)



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

On the \_\_\_\_ day of \_\_\_\_\_, the year 20 before me personally came \_\_\_\_\_ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of \_\_\_\_\_; that he or she is the \_\_\_\_\_ of \_\_\_\_\_, 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)  
COUNTY OF NASSAU )ss.:

On the \_\_\_\_ day of \_\_\_\_\_ in the year 20 before me personally came \_\_\_\_\_ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of \_\_\_\_\_; 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.

NOTARY PUBLIC

## Exhibit F


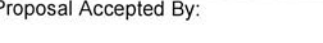
Quote prepared for:  
Nassau County PD  
Anthony Binetti

Quote Date: 09/15/20  
Quote #: HT5016 REV C



Helinet Aviation Services, LLC  
16303 Waterman Drive  
Van Nuys, CA 91406  
+1 818.902.0229

6th Precinct Antenna Relocation to the North Shore University Hospital 2020				
Customer Ref. Number		Quote Validity		
Nassau County PD		90 Days		
ITEM	QTY	Description	UNIT PRICE	EXTENDED PRICE (US\$)
<p>Nassau County PD 6th Precinct to NSUH Antenna Relocation. Project includes Complete Approval Drawings, Provide Structural Analysis by Certified P.E., Procure and Deliver Materials, Dis-assemble 6th Precinct Site, Deliver Materials from 6th Precinct to NSUH roof, Installation and all Knock down/Clean up/Testing, Commissioning and Training.</p> <p><i>(Helinet is basing this quote off of the completion of the Fiber run by Nassau County PD from the 6th precinct to the NSUH roof equipment room where the downlink equipment will be installed. If this run is not complete by the time of the antenna relocation, final commissioning of system functionality can not be completed.)</i></p>				
1	1	3D CAD conceptual drawing for building approval	562.50	562.50
2	1	I-Beam Antenna Mast Adapter with Custom A6 mast	1168.80	1168.80
3	1	Structural Drawing - Certify penetrating mount will remain in place under rotor wash from Heli Pad and local wind loading stresses. Does not include analysis of existing building structure. Loads applied to the building structure will be provided.	1968.80	1968.80
4	6	Belden RG6 150' line Kit - Includes top and bottom jumpers - Tested	204.10	1224.60
5	1	2" PVC Conduit - Weather Head and Accessories	205.70	205.70
6	12	Upper and Lower Surge Arrestors with ground leads/lugs and new jumpers	285.70	3428.40
7	1	Lower Surge Bar, Upper Surge Box/Bar - Including mounting accessories.	218.80	218.80
8	1	Site instalation supplies	156.30	156.30
9	1	Wall enclosure Grounding to building steel	56.30	56.30
10	6	Small weather proofing kit for 1/2" cabling	6.30	37.80
11	1	Roof Penetration, Repairs and Water Proofing. (McFarr Contractors will be Subcontracted)	3018.80	3018.80
12	1	Climb Labor, Ground Support and Tower Service including Mobilization Kit	7354.30	7354.30
13	1	Travel Expenses to include but not limited to Airfare, Car Rental, Lodging, Meal and Incidentals for crew. (Basic estimate for buggeting Airfare, Car rental and lodging due to the fact that rates can not be determined currently for the time of actual contracted work because the lack of defined time frame for completion of requested work. Prices and cost will vary)	12832.50	12832.50

Project Management				
14	1	<b>Project Management Fee</b> - Project Oversight Management - System Testing and Final Commissioning - System Training	11500.00	11500.00
			<b>Subtotal:</b>	<b>\$43,733.60</b>
			<b>Sales Tax:</b>	<b>\$0.00</b>
			<b>Total:</b>	<b>\$43,733.60</b>
<b>Terms and Conditions:</b> Prices are quoted in USD and are for U.S. consumption only. Prices quoted do not include tax or freight charges unless otherwise noted. Sale of the products will be governed by the terms and conditions stated in this quotation and/or additional Seller's Terms and Conditions of Sale attached hereto. In the event of any conflict or inconsistency between any attached Terms and Conditions of Sale and the terms and conditions stated on the face of this quotation, the terms and conditions stated on the face of this quotation will govern and control. This is an estimate in good faith based on customer provided information. The customer will be responsible if additional any costs are required to correct errors because of inaccurate or incomplete information provided by the customer. All pertinent information must be provided prior to Helinet acceptance of the Purchase Order. Please reference the Quotation number on your Purchase Order. By issuing a Purchase Order in connection with this Quotation, Purchaser certifies that no product purchased pursuant to such Purchase Order will be directly or indirectly exported, re-exported or transferred internationally.				
<b>Payment Terms:</b> 50% Deposit upon PO acceptance / Balance due prior to shipment. No equipment will be ordered prior to receipt of the deposit. Balance will be invoiced when shipment is ready and is due net cash upon receipt of invoice. Any terms granted that supersede the aforementioned terms, are 1) subject to credit approval and 2) MUST be noted by Helinet below to be considered the principal terms : <b>Down Payment 33% or Deposit 33% Balance Due 30 Days ARO</b> Any Services provided will be invoiced as completed / upon completion and due net cash upon receipt of invoice. With the issuance of a Purchase Order, Purchaser agrees to partial payments for services rendered and not 100% completed within 30 day billing cycle. Percentage of completed work will be invoiced and due net cash upon receipt of the invoice. In the event any invoice is not paid when due, Helinet Aviation Services has the right to stop work or hold delivery until past due invoices are paid.				
<b>Delivery Terms:</b> EXW: Ex Works, 30 Days ARO typical. Delivery times are estimated and are subject to change. Actual delivery date(s) will be verified following receipt of order and communicated at Seller's acceptance of the order. Unless otherwise outlined or stated, tax and shipping charges are not included in the price. Any quoted shipping charges are estimates only.				
<b>Warranty:</b> 12 Months from Delivery Date, unless otherwise specifically stated. If you have any questions, please do not hesitate to contact us.				
<b>Proposal Approved By:</b> <div style="text-align: center;">   <b>Director of Technology and Broadcast Operations</b> </div> <div style="text-align: right;"> <b>09/15/20</b> </div>				
Authorized Helinet Signature		Title	Date	
<b>Proposal Accepted By:</b> <div style="text-align: center;">             Authorized Helinet Signature         </div>				
Authorized Signature		Title	Date	

**ACORD**<sup>TM</sup>**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

9/29/2020

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

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

<b>PRODUCER</b> <b>Marsh &amp; McLennan Agency LLC</b> <b>Marsh &amp; McLennan Ins. Agency LLC</b> <b>1 Polaris Way #300</b> <b>Aliso Viejo, CA 92656</b>	<b>CONTACT NAME:</b> <b>Terri Gits</b> <b>PHONE (A/C, No, Ext):</b> <b>949-540-6935</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> <b>OCCerts@marshmma.com</b> <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A : Starr Indemnity &amp; Liability Company</b> <b>NAIC #</b> <b>38318</b>
<b>INSURED</b> <b>Helinet Aviation Services, LLC</b> <b>16303 Waterman Drive</b> <b>Van Nuys, CA 91406</b>	<b>INSURER B :</b> <b>INSURER C :</b> <b>INSURER D :</b> <b>INSURER E :</b> <b>INSURER F :</b>

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
<b>A</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<b>N/A</b>	<b>1000004021</b>	<b>01/01/2020</b>	<b>01/01/2021</b>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.I. EACH ACCIDENT <b>\$1,000,000</b> E.I. DISEASE - EA EMPLOYEE <b>\$1,000,000</b> E.I. DISEASE - POLICY LIMIT <b>\$1,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**Evidence of Coverage****CERTIFICATE HOLDER****CANCELLATION**

**Nassau County**  
**1550 Franklin Avenue**  
**Mineola, NY 11501**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



## Certificate of Insurance

(sometimes referred to herein as "this Certificate")

*Subject to all of the below referenced Policy(ies)' declarations, insuring agreements, conditions and exclusions (including but not limited to limits of liability, deductibles, warranties and/or endorsements contained therein) (hereinafter, the "Policy(ies)' Terms")*

This is to certify to:

Nassau County  
1550 Franklin Avenue  
Mineola, NY 11501

(sometimes referred to herein as "the Certificate Holder(s)")

*that the Insurers referred to below, EACH FOR ITS OWN PART AND NOT ONE FOR THE OTHER, are providing the following insurance:*

Named Insured(s):	Helinet Aviation Services, LLC (hereinafter, the "Named Insured(s)")													
Policy Address:	16303 Waterman Drive Van Nuys, CA 91406 (hereinafter, the "Named Insured(s) Address")													
Policy Period:	November 18, 2019 to November 18, 2020 on both dates at 12:01 A.M. local standard time at the address of the Named Insured(s) (hereinafter, the "Policy Period")													
Territory:	Worldwide													
Insurers:	Lead Policy #344622 One or more Member Companies of Global Aerospace Pool through Global Aerospace, Inc., and other subscribing insurers as held on file in the office of Marsh USA.													
Description of Insurance Coverage(s):	Aviation General Liability													
Description of Contract(s) to which this Certificate applies:	(if any, hereinafter, the "Contract(s)")													
Limit(s) of Liability:	<table><tr><td><b>Aviation Commercial General Liability</b></td><td><b>Limits of Insurance</b></td></tr><tr><td>Each Occurrence Limit</td><td><b>\$ 2,000,000</b></td></tr><tr><td>Damage to Premises Rented to You (Any one premise)</td><td><b>\$ 1,000,000</b></td></tr><tr><td>Medical Expense Limit (Any one person)</td><td><b>\$ 50,000</b></td></tr><tr><td>Personal &amp; Advertising Injury Aggregate Limit</td><td><b>\$ 2,000,000</b></td></tr><tr><td>Products/Completed Operations Aggregate Limit</td><td><b>\$ 2,000,000</b></td></tr></table>		<b>Aviation Commercial General Liability</b>	<b>Limits of Insurance</b>	Each Occurrence Limit	<b>\$ 2,000,000</b>	Damage to Premises Rented to You (Any one premise)	<b>\$ 1,000,000</b>	Medical Expense Limit (Any one person)	<b>\$ 50,000</b>	Personal & Advertising Injury Aggregate Limit	<b>\$ 2,000,000</b>	Products/Completed Operations Aggregate Limit	<b>\$ 2,000,000</b>
<b>Aviation Commercial General Liability</b>	<b>Limits of Insurance</b>													
Each Occurrence Limit	<b>\$ 2,000,000</b>													
Damage to Premises Rented to You (Any one premise)	<b>\$ 1,000,000</b>													
Medical Expense Limit (Any one person)	<b>\$ 50,000</b>													
Personal & Advertising Injury Aggregate Limit	<b>\$ 2,000,000</b>													
Products/Completed Operations Aggregate Limit	<b>\$ 2,000,000</b>													
Description of Equipment to which this Certificate applies:	Downlink equipment that will be installed on premises.													

### **SPECIAL PROVISIONS:**

Solely as respects: (i) the Insurance Coverage(s) noted above, (ii) the Contract(s) and only to the extent of the insurance requirements and/or the Named Insured(s)' indemnity obligations under the Contract(s), subject to all of the Policy(ies)' Terms applying, (iii) the Equipment (if applicable); and (iv) the aviation operations of the Named Insured(s), the following provision(s) apply(ies):

#### **Solely as respects aviation liability insurance:**

The Certificate Holder is included as an Additional Insured with respect to Liability arising out of the operations of the Named Insured.

#### **Solely as respects aviation liability insurance:**

In the event of cancellation of the Policy(ies) (for any reason whatsoever, including non payment of premium) by Insurers or adverse material change of the Policy(ies) by Insurers, Insurers agree that such cancellation or change shall not be effective as to the Additional Insured(s) until thirty (30) days / ten (10) days in the event of cancellation due to non-payment of premium / (seven (7) days or such shorter period as respects to war coverage (after issuance of notice to the Certificate Holder(s) through Marsh USA) at the address(es) shown on the first page of this Certificate.

*If this Certificate (which for the purposes of this and the next paragraph only also includes any Broker Letter issued in connection with this Certificate) contain(s) provision(s) to give notice of certain events (as undertaken by us in this Certificate) ("Events") to the Certificate Holder(s) and if those Events occur with respect to the Policy(ies) during the Policy Period, said notice(s) will be sent to the Certificate Holder(s) at the address(es) shown on the first page of this Certificate. Because this Certificate initially may be transmitted via electronic mail or means other than the U.S. Postal Service, if there is/are no Certificate Holder(s)' address(es) shown above or if the Certificate Holder(s)' address(es) shown above is/are incomplete, out of date or incorrect, it is incumbent upon the applicable Certificate Holder(s) to notify Marsh USA (in writing, at the above address) of the correct address(es) of said Certificate Holder(s). Failure to do so will relieve Marsh USA of any obligation to notify the applicable Certificate Holder(s) of any Events relating to the Policy(ies) other than to the Certificate Holder(s)' address(es) (to the extent they are complete) shown on the first page of this Certificate UNLESS, prior to the Events occurring, the applicable Certificate Holder(s) provide(s) Marsh USA (in writing, at the above address) with the correct Certificate Holder(s)' address(es), in which case Marsh USA will be obligated to provide notice of Events to the applicable Certificate Holder(s) as undertaken by us in this Certificate.*

*This Certificate (and unless otherwise noted herein, the coverage(s) afforded the Certificate Holder(s) (and/or those designated as Additional Insured(s) and/or loss payee(s) and/or otherwise) under this Certificate and the Policy(ies)) shall automatically terminate, without further notice, upon the earliest of (i) natural expiration of the Policy(ies) on the date shown above; (ii) cancellation of the Policy(ies) prior to the natural expiration date (as notified to the Certificate Holder(s) in accordance with the provisions of this Certificate); (iii) termination of the Contract(s); (iv) solely with respect to this Certificate and not with respect to the coverage(s) afforded the Certificate Holder(s) (and/or those designated as Additional Insured(s) and/or loss payee(s) and/or otherwise) under this Certificate and the Policy(ies)) our ceasing to be the insurance broker for the Named Insured(s) in respect of the Policy(ies); and/or (v) in the case of aircraft hull insurance and/or aircraft spare parts insurance, termination of either the Named Insured(s) or the Certificate Holder(s)', (and/or those designated as Additional Insured(s) and/or loss payee(s) and/or otherwise) under this Certificate and the Policy(ies) insurable interest(s) in the Equipment (and in the latter cases, only with respect to those particular Certificate Holder(s) (and/or those designated as Additional Insured(s) and/or loss payee(s) and/or otherwise) under this Certificate and the Policy(ies).*

*This Certificate: (i) does not constitute a contract between Insurers, Marsh USA and the Certificate Holder(s); (ii) is issued as a summary of the Policy(ies) referred to herein; (iii) is issued as a matter of information only; (iv) confers no rights upon the Certificate Holder(s) (and/or any other party that may be named in this Certificate as additional insured(s) and/or loss payee(s) and/or otherwise) other than those provided by the Policy(ies); (v) neither affirmatively nor negatively alters, extends or amends any of the Policy(ies)' Terms; and, (vi) notwithstanding any requirement, term or condition of any contract, agreement or other document with respect to which this Certificate may be issued or may pertain, is subject always to the Policy(ies)' Terms. The undersigned has been authorized by the above Insurers to issue this Certificate on their behalf and is not an insurer and has no liability of any sort under the Policy(ies) as an insurer as a result of this certification.*

Marsh USA  
1166 Avenue of the Americas  
New York, NY 10036  
Date of Issue: September 28, 2020

  
\_\_\_\_\_  
Managing Director  
Marsh Authorized Representative



## 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) Helinet Aviation Services, LLC, having its principal office at 16303 Waterman Drive Van Nuys, CA 91406 (the "Contractor").

### WITNESSETH:

WHEREAS, pursuant to County contract number COPD15-000004 between the County and the Contractor, executed on behalf of the County on June 6, 2015 (the "Original Agreement"), the Contractor performs airborne video surveillance system, 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 on May 15, 2015 and terminate on May 1, 2017, 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 Million Six Hundred Forty Two Thousand Four Hundred and Seventy Six dollars (\$2,642,476.00) (the "Maximum Amount"); and

WHEREAS, the Department is desirous of amending the Original Agreement to extend the term and add renewal option, 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 May 1, 2015 and continue for a three (3) year period through June 30, 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 the 4<sup>th</sup> precinct, 6<sup>th</sup> precinct and 8<sup>th</sup> precinct site moves as outlined in Exhibit C, D and E respectively, annexed hereto.

3. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by One Hundred Twenty Seven Thousand Eight Hundred and Seventy Four dollars (\$127,874.00), 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 Two Million Seven Hundred Seventy Thousand Three Hundred Fifty dollars (\$2,770,350.00).

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 (\$2,770, 350.00) (the “Maximum Amount”). Payment shall be made in accordance with the milestone payment schedule outlined in Exhibit B for services rendered pursuant to Exhibit A. Payment for services rendered pursuant to Exhibit C shall be due upon completion and final acceptance of the project outlined therein. Payment for services rendered pursuant to Exhibit D shall be due upon completion and final acceptance of the project outlined therein. Payment for services rendered pursuant to Exhibits E shall be due upon completion and final acceptance of the project outlined therein. The Contractor acknowledges that the County will partially encumber funds to be applied toward the Maximum Amount throughout the term of this Agreement.

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.

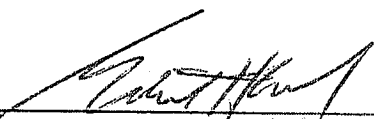
[Remainder of this page intentionally left blank]

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

Helinet Aviation Services, LLC

By:   
Name: Kathryn Purwin  
Title: CEO  
Date: 3/27/17

NASSAU COUNTY

By:   
Name: Edward H. Ward  
Title: Deputy County Executive  
Date: 7/12/17

PLEASE EXECUTE IN BLUE INK

# CALIFORNIA JURAT WITH AFFIANT STATEMENT

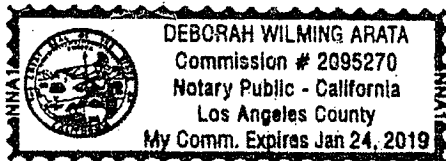
GOVERNMENT CODE § 8202

- ☒ See Attached Document (Notary to cross out lines 1-6 below)  
☐ See Statement Below (Lines 1-6 to be completed only by document signer[s], *not* Notary)

~~\_\_\_\_\_  
Signature of Document Signer No. 1~~

~~\_\_\_\_\_  
Signature of Document Signer No. 2 (if any)~~

State of California  
County of Los Angeles



Place Notary Seal Above

Subscribed and sworn to (or affirmed) before me  
on this 27 day of March, 2017  
by

(1) Kathryn T. Connolly Parson  
Name of Signer

proved to me on the basis of satisfactory evidence  
to be the person who appeared before me (.) (.)

(and  
(2) None  
Name of Signer

proved to me on the basis of satisfactory evidence  
to be the person who appeared before me.)

Signature [Signature]  
Signature of Notary Public

## OPTIONAL

*Though the information below is not required by law, it may prove valuable  
to persons relying on the document and could prevent fraudulent removal  
and reattachment of this form to another document.*

### Further Description of Any Attached Document

Title or Type of Document: Amendment No. 1

Document Date: March 27, 2017 Number of Pages: 9

Signer(s) Other Than Named Above: None

RIGHT THUMBPRINT  
OF SIGNER #1  
Top of thumb here

RIGHT THUMBPRINT  
OF SIGNER #2  
Top of thumb here

STATE OF NEW YORK)

COUNTY OF NASSAU )


On the \_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_ before me personally came \_\_\_\_\_ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of \_\_\_\_\_; that he or she is the \_\_\_\_\_ of \_\_\_\_\_, 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

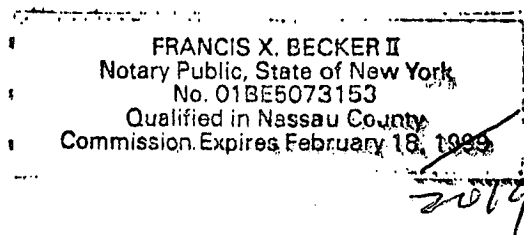
STATE OF NEW YORK)

COUNTY OF NASSAU )

On the 12<sup>th</sup> day of July in the year 2017 before me personally came Edward Ward 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.



NOTARY PUBLIC



# Exhibit C

(4<sup>th</sup> Precinct)

Quote Prepared for:  
Nassau County PD  
Kenneth Strigaro

Prepared by:  
Mark Hawes 619-341-0611



HELINET AVIATION SERVICES, LLC  
16303 Waterman Drive  
Van Nuys, CA 91406  
818 -902-0229

Date: 1/17/2017

## Nassau County PD 4th Precinct Site Move

Quote #: 000342

Valid for 90 Days

ITEM	QTY	PN	DESCRIPTION	UNIT PRICE	EXTENDED PRICE (US \$)
1	1		Belden RG6 375ft line kit- includes top and bottom jumpers	\$ 1,950.00	1,950.00
2	1		Upper surge arrestors with grounding leads/lugs	\$ 1,466.40	1,466.40
3	1		Coaxial grounging kits with mini-bus bar	\$ 300.00	300.00
4	1		Site installation supplies- color tape, labeling hardware	\$ 165.00	165.00
5	1		Labor- Climbing	\$ 1,178.00	1,178.00
6	1		Labor- Technical gound support	\$ 3,676.90	3,676.90
7	1		Receiver and Rack grounding to equipment room MGB	\$ 1,060.00	1,060.00
8	1		Airfare (estimated) Dallas-Nassau for Tower crew	\$ 2,200.00	2,200.00
9	1		Tower Crew Travel Time	\$ 2,200.00	2,200.00
10	1		Hotel rooms for tower crew member- estimated 1 nights/ 3 men	\$ 1,440.00	1,440.00
11	1		Heavy pallet shipment	\$ 900.00	900.00
<b>Project Management</b>					
12	1		Project Management Fee (estimated). Fees will be determined against the overall cost of the project and the complications involved with relocation to included but not limited to the number of cliams, number of mobilizations, number of personnel needed to complete the final instlation, choice of backhaul and testing of equipment with Aviation after new T-Balls from Troll are load into the helicopter fleet.	\$ 3,300.00	3,300.00
<b>System Total</b>					<b>\$19,836.30</b>

GENERAL: Quote is Valid for 90 days of date. This quotation does not include tax or freight charges, unless otherwise noted. This is an estimate in good faith based on customer provided information. The customer will be responsible if additional costs are required to complete this project because of inaccurate or incomplete information provided. All pertinent information must be provided prior to the beginning of the manufacture. If a question arises after an order has been accepted, the manufacturing process will be halted until the issue is resolved.

PAYMENT TERMS: A deposit of the percentage noted above will be required upon contract acceptance. No equipment will be ordered prior to receipt of the deposit and purchase order. The balance of the equipment will be invoiced upon customer (or customer representative) receipt of equipment and due net cash upon receipt of invoice. All services will be invoiced upon completion and due net cash upon receipt of invoice. In the event that the project is not 100% completed within a 30 day billing cycle a percentage of the completion invoice will be issued at the end of the cycle and due net cash upon receipt of the invoice. In the event any invoice is not paid when due, Helinet Aviation Services has the right to stop work and keep the project idle until past due invoices are paid.

Proposal Approved By:

Authorized Helinet Signature

Title

Date

Proposal Accepted By:

Authorized Signature

Title

Date

Customer Purchase Order Number:

No "Verbal" PO's Accepted

# **Exhibit D**

(6<sup>th</sup> Precinct)



Quote Prepared for:  
Nassau County PD  
Kenneth Strigaro



HELINET AVIATION SERVICES, LLC  
16303 Waterman Drive  
Van Nuys, CA 91406  
818 -902-0229

Prepared by:  
Mark Hawes 619-341-0611

HELINET

Date: 3/22/2017

## Nassau County PD 6th Precinct Site Move

Quote #: 000386

Vald for 90 Days

ITEM	QTY	PN	DESCRIPTION	UNIT PRICE	EXTENDED PRICE (US \$)
1	1		3D CAD conceptual drawing for building approval	\$ 375.00	375.00
2	1		Custom Built Penetrating Mount	\$ 1,562.50	1,562.50
3	1		Structural drawing to certify non-penetrating mount that will remain in place under rotor wash from Heli-Pad and local wind loading stresses.	\$ 1,406.25	1,406.25
4	6		Belden RG6 150' line Kit - Includes top and bottom jumpers - Tested	\$ 192.50	1,155.00
5	1		2" PVC Conduit Weather head and accessories	\$ 193.50	193.50
6	6		Upper Surge Arrestors with ground leads/lugs and new jumpers	\$ 228.75	1,372.50
7	12		Coaxial Grounding kit with Mini-bus bar	\$ 15.63	187.56
8	1		Site instalation supplies	\$ 156.25	156.25
9	1		Wall enclosure Grounding to building	\$ 56.25	56.25
10	12		Small weather proofing kit for 1/2" cabling	\$ 5.00	60.00
11	1		Roof Repairs and Water Proofing. (Skyline Restoration is Subcontracted to keep the warranties in place on current roof warranty.)	\$ 10,000.00	10,000.00
12	1		Roof penetration for cabling access	\$ 1,562.50	1,562.50
13	1		Climb Labor Ground support and tower service	\$ 8,242.82	8,242.82
14	1		Travel Expenses to include but not limited to Airfare, Car Rental, Lodging, Meal and Incidentals for crew. (Basic estimate for buggeting Airfare, Car rental and lodging due to the fact that rates can not be determined currently for the time of actual contracted work because the lack of defined time frame for completion of requested work. Prices and cost will vary)	\$ 12,500.00	12,500.00
15	1		Project Management fee	\$ 12,200.00	12,200.00
				<b>System Total</b>	<b>\$51,030.13</b>

GENERAL: Quote is Valid for 90 days of date. This quotation does not include tax or freight charges, unless otherwise noted. This is an estimate in good faith based on customer provided information. The customer will be responsible if additional costs are required to complete this project because of inaccurate or incomplete information provided. All pertinent information must be provided prior to the beginning of the manufacture. If a question arises after an order has been accepted, the manufacturing process will be halted until the issue is resolved.

PAYMENT TERMS: A deposit of the percentage noted above will be required upon contract acceptance. No equipment will be ordered prior to receipt of the deposit and purchase order. The balance of the equipment will be invoiced upon customer (or customer representative) receipt of equipment and due net cash upon receipt of invoice. All services will be invoiced upon completion and due net cash upon receipt of invoice. In the event that the project is not 100% completed within a 30 day billing cycle a percentage of the completion invoice will be issued at the end of the cycle and due net cash upon receipt of the invoice. In the event any invoice is not paid when due, Helinet Aviation Services has the right to stop work and keep the project idle until past due invoices are paid.

Proposal Approved By: Mark Hawes

03/21/17

VP Helinet Technologies

Authorized Helinet Signature

Title

Date

Proposal Accepted By:

Authorized Signature

Title

Date

Customer Purchase Order Number:

No "Verbal" PO's Accepted

# **Exhibit E**

(8<sup>th</sup> Precinct)

Quote Prepared for:  
Nassau County PD  
Kenneth Strigaro



HELINET AVIATION SERVICES, LLC  
16303 Waterman Drive  
Van Nuys, CA 91406  
818 -902-0229

Prepared by:  
Mark Hawes 619-341-0611

HELINET

Date: 1/17/2017

## Nassau County PD 8th Precinct Site Move

Quote #: 000206

Valid for 90 Days

ITEM	QTY	PN	DESCRIPTION	UNIT PRICE	EXTENDED PRICE (US \$)
1	1		Monopole chain mount with a 2ft stand off frame.	\$ 653.33	653.33
2	1		Belden RG6 300ft line kit- includes top and bottom jumpers	\$ 1,432.00	1,432.00
3	1		Upper surge arrestors with grounding leads/lugs	\$ 1,206.40	1,206.40
4	1		Coaxial grounging kits with mini-bus bar	\$ 300.00	300.00
5	1		Site installation supplies- color tape, labeling hardware	\$ 100.00	100.00
6	2		Labor- Climbing	\$ 5,112.33	10,224.66
7	2		Labor- Technical ground support	\$ 8,160.00	16,320.00
8	2		Receiver and rack grounding to equipment room MGB	\$ 1,060.00	2,120.00
9	1		Small weather proofing kit for 1/2" cabling	\$ 64.00	64.00
10	1		Airfare- estimated Dallas-Nassau	\$ 3,333.33	3,333.33
11	1		Airfare- estimated Dallas-Nassau	\$ 1,153.00	1,153.00
12	2		Hotel rooms for crew member- estimated 3 nights/ 4-6 men	\$ 4,800.00	9,600.00
13	1		Heavy pallet shipment estimated	\$ 1,000.00	1,000.00
<b>Project Management</b>					
14	1		Project Management Fee (estimated). Fees will be determined against the overall cost of the project and the complications involved with relocation to included but not limited to the number of clams, number of mobilizations, number of personnel needed to complete the final instlation, choice of backhaul and testing of equipment with Aviation after new T-Balls from Troll are load into the helicopter fleet.	\$ 9,500.00	9,500.00
<b>System Total</b>					<b>\$57,006.72</b>

**GENERAL:** Quote is Valid for 90 days of date. This quotation does not include tax or freight charges, unless otherwise noted. This is an estimate in good faith based on customer provided information. The customer will be responsible if additional costs are required to complete this project because of inaccurate or incomplete information provided. All pertinent information must be provided prior to the beginning of the manufacture. If a question arises after an order has been accepted, the manufacturing process will be halted until the issue is resolved.

**PAYMENT TERMS:** A deposit of the percentage noted above will be required upon contract acceptance. No equipment will be ordered prior to receipt of the deposit and purchase order. The balance of the equipment will be invoiced upon customer (or customer representative) receipt of equipment and due net cash upon receipt of invoice. All services will be invoiced upon completion and due net cash upon receipt of invoice. In the event that the project is not 100% completed within a 30 day billing cycle a percentage of the completion invoice will be issued at the end of the cycle and due net cash upon receipt of the invoice. In the event any invoice is not paid when due, Helinet Aviation Services has the right to stop work and keep the project idle until past due invoices are paid.

Proposal Approved By:

Authorized Helinet Signature

Title

Date

Proposal Accepted By:

Authorized Signature

Title

Date

Customer Purchase Order Number:

No "Verbal" PO's Accepted

## CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of April 24, 2015 (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) Helinet Aviation Services, LLC, having its principal office at 16303 Waterman Drive, Van Nuys, CA 91406 (the "Contractor").

### W I T N E S S E T H:

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

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

WHEREAS, the County has received a grant from the Department of Homeland Security, "2013 Port Security Grant Program" in support of, inter alia, the Nassau County Police Department Marine & Aviation Bureau RF/Microwave Downlink Project;

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 on May 1, 2015 and terminate on May 1, 2017 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 be to design, furnish, and install an airborne video surveillance system for the Nassau County Police Department that equips three (3) of the Department's Aviation Unit helicopters with new equipment for the purposes of sharing video and tactical audio from these aircraft with the units on the ground in real-time, via the Department's Information Technology network ("Services"), as set forth in Exhibit "A" attached hereto.

3. Payment. (a) Amount of Consideration. The amount to be paid to the Contractor as full consideration for the Contractor's services under this Agreement shall be Two Million Six Hundred Forty Two Thousand Four Hundred and Seventy Six dollars (\$2,642,476.00), payable in milestones for completed work, as set forth in the Budget, Exhibit "B" attached hereto.

(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 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) 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.

(e) 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 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 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 Client Information. (i) Contractors acknowledge and agree that all records, information, and data that Contractors acquire in connection with performance under this Agreement will be strictly confidential, held in the strictest confidence, and used solely for the purpose of performing Services under this Agreement ("Confidential Information"). Contractors shall maintain the Confidential Information of the Department 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. Access to Confidential Information shall be restricted to Contractors' personnel with a need to know and engaged in a permitted use. Contractors shall not disclose Confidential Information to third parties except (A) as permitted under this Agreement; (B) with the written consent of the Department (and then only to the extent of the consent); or (C) 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 Contractors and the Department or County relating to Contractors' Services for the Department, County or this Agreement.

(ii) The foregoing shall not prohibit or limit contractors' use of information (including but not limited to ideas, concepts, know-how, techniques and methodologies) (A) previously known to Contractors, (B) independently developed by Contractors, (B) acquired by Contractors from a third party without continuing restriction on use, or (C) which is, or becomes, publicly available through no breach by Contractors of this Agreement.

(iii) All data or other materials furnished by the Department or County for use by Contractors under this Agreement shall remain the sole property of the County and will be held in

confidence in accordance with this Agreement. Such data and materials will be returned to the Department upon completion of the Services.

(iv) The provisions of this subsection shall survive the termination of this Agreement.

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. 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 provisions of this Section shall survive the termination of this Agreement.

9. 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 one million dollars (\$1,000,000) 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.

10. 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.

11. 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.

12. 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 and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of Five Hundred and Thirty Three dollars (\$533.00) 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.

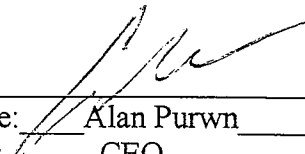
21. Executory Clause. Notwithstanding any other provision of this Agreement:

(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.

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

HELINET AVIATION SERVICES, LLC

By:   
Name: Alan Purwn  
Title: CEO  
Date: 4/24/15

NASSAU COUNTY

By:   
Name: Charles Ribando  
Title: Deputy County Executive  
Date: 6/16/15

PLEASE EXECUTE IN BLUE INK

STATE OF )  
COUNTY OF )

)ss.:

See Attached

On the \_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_ before me personally came \_\_\_\_\_ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of \_\_\_\_\_; that he or she is the \_\_\_\_\_ of \_\_\_\_\_, 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)  
COUNTY OF NASSAU )

)ss.:

On the 16 day of June in the year 2015 before me personally came Charles R. Bando 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.

NOTARY PUBLIC

*Concetta A. Petrucci*

CONCETTA A. PETRUCCI  
Notary Public, State of New York  
No. 01PE8259026  
Qualified in Nassau County  
Commission Expires April 02, 2016

## ACKNOWLEDGMENT

State of California  
County of Los Angeles )

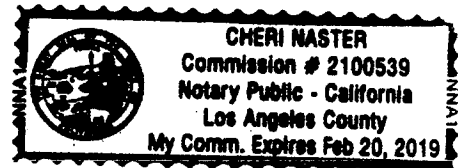
On April 24, 2015 before me, Cheri Naster, Notary Public  
(insert name and title of the officer)

personally appeared Alan D. Purwin  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Cheri Naster (Seal)



Reference:

EXHIBIT A  
SCOPE OF SERVICES

**Technical Proposal**

**Submitted In Response to**

**Nassau County Request for Proposal**

**RFP# PD1215-1445**

***Design Services – Nassau County Aviation Unit***

**Submitted by**

**Helinet Aviation Services LLC  
16303 Waterman Drive  
Van Nuys, CA 91406**

**13 February 2015**



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## 1 Introduction

In accordance with (IAW) Section F of Nassau County Request For Proposal, RFP Number PD1215-1445, entitled *Design Services – Nassau County Aviation Unit*, Helinet Aviation Services LLC hereby submits its proposal in response to the RFP. To comply with the proposal instructions, we have followed the following format IAW the outline provided in the Mandatory Proposal Instructions.

This proposal contains the following sections as required by Section E, **Mandatory Proposal Requirements**, page 35, of the RFP. For ease of review we have organized this proposal in accordance the outline provided in Section F, **Proposal Submission Instructions**, page 36 and 37 of the RFP.

1. Cost Proposal Form (attached to RFP as Appendix A)
2. Proposed approach to the Scope of Work (attached to RFP as Appendix B)
3. Completed and Verified Business History Form (attached to RFP as Appendix C)  
And the Verified Financial Statement (Attachment 1)
4. Principal Questionnaires for all officers and any individuals with ownership interest
5. Designated signature authority – Alex Giuffrida, Executive Vice President
6. Additional information about Helinet pertinent to the County's requirements.
7. Statement proposer has registered with the County as a vendor.
8. Living Wage Law Certificate of Compliance (attached to RFP as Appendix F)
9. Statement Indicating Helinet has NO Exceptions to the RFP Requirements
10. Site Visit commitment letter that the vendor (appended as Attachment 4)

In addition, Helinet has attached the company's financial statement, the General Aviation Liability insurance certificate and the Workman's Compensation insurance certificate, and an attachment, which indicates acceptance of all the Nassau County Standard Clauses.

Attachment 1 – Helinet Financial Statement

Attachment 2 – Aviation General Liability Insurance Certificate

Attachment 3 – Workman's Compensation Insurance Certificate.

Attachment 4 – Site Visit Letter

Attachment 5 – Acceptance of Nassau County Standard Clauses

Attachment 6 – Spares Listing

Attachment 7 – Nassau Distributed Video Link System Description

Attachment 8 - Helinet Nassau County System Drawings

This proposal will remain in effect for 180 days from the date of submission.

## 2 Completed Cost Proposal Form

In Accordance with RFP Section E, **Mandatory Proposal Requirements**, page 35, of the RFP. For ease of review Helinet has provided this Completed Cost Proposal Form in accordance the outline provided in Section F, **Proposal Submission Instructions**, page 36 and 37 of the RFP. In Accordance With Section F, **Proposal Submission Instructions**, page 36, Helinet has submitted a separate Cost Proposal. To ensure we comply with all proposal submission instructions, we have submitted APPENDIX A in both proposals.

### APPENDIX A COST PROPOSAL

*The Cost Proposal shall include fees for all items that are included with the required scope of services. In addition it shall include the "NON-COLLUSIVE PROPOSAL CERTIFICATION" language contained below.*

The undersigned hereby certifies his or her compliance with the following:

#### "NON-COLLUSIVE PROPOSAL CERTIFICATION"

By submission of this Proposal, each proposer and each person signing on behalf of any other proposer certifies, and in the case of a joint Proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief:

- A. The prices of this Proposal have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor; and
- B. Unless otherwise required by law, the prices which have been quoted in this Proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor; and
- C. No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restricting competition.
- D. The undersigned has carefully examined the Proposal and Contract Documents and agrees to perform this contract and to provide all services, labor, material and equipment necessary for this contract.

SUBMITTED BY: \_\_\_\_\_

(Signature)

PRINT NAME: Alex Giuffrida, Executive Vice President DATE: 13 February 2015

## 2 Completed Cost Proposal Form

In Accordance with RFP Section E. **Mandatory Proposal Requirements**, page 35, of the RFP. For ease of review Helinet has provided this Completed Cost Proposal Form in accordance the outline provided in Section F. **Proposal Submission Instructions**, page 36 and 37 of the RFP. In Accordance With Section F. **Proposal Submission Instructions**, page 36, Helinet has submitted a separate Cost Proposal. To ensure we comply with all proposal submission instructions, we have submitted APPENDIX A in both proposals.

### APPENDIX A COST PROPOSAL

*The Cost Proposal shall include fees for all items that are included with the required scope of services. In addition it shall include the "NON-COLLUSIVE PROPOSAL CERTIFICATION" language contained below.*

The undersigned hereby certifies his or her compliance with the following:

#### "NON-COLLUSIVE PROPOSAL CERTIFICATION"

By submission of this Proposal, each proposer and each person signing on behalf of any other proposer certifies, and in the case of a joint Proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief:

- A. The prices of this Proposal have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor; and
- B. Unless otherwise required by law, the prices which have been quoted in this Proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor; and
- C. No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restricting competition.
- D. The undersigned has carefully examined the Proposal and Contract Documents and agrees to perform this contract and to provide all services, labor, material and equipment necessary for this contract.

SUBMITTED BY: \_\_\_\_\_

(Signature)

PRINT NAME: Alex Giuffrida, Executive Vice President DATE: 13 February 2015

### **3. Helinet Approach to the Scope of Work Requirements**

In Accordance With (IAW) RFP Section E, **Mandatory Proposal Requirements**, page 35, of the RFP. For ease of review Helinet has provided the Helinet Approach to the Scope of Work Requirements in accordance the outline provided in Section F, **Proposal Submission Instructions**, page 36 and 37 of the RFP and Appendix B. IAW the instructions, we have included the questions and answers herein.

#### **3.1 Answers to Appendix B, Program Description and Staffing**

##### **APPENDIX B**

##### **Program Description and Staffing**

Please provide a complete written description of the Proposal, including the following information:

- a. **Staffing: Bios of firm principals as well as staff expected to be assigned to this project.**

**Mr. Alan Purwin:** Mr. Alan Purwin founded Helinet Aviation Services, LLC in 1987 and serves as its President. Mr. Purwin is the founder of Helinet Corporation. He also co-founded West Coast Helicopters in July 1987. He then merged it with Helinet Aviation in February 1998 to expand business and continue his mission of providing better customer service than any other helicopter company. Before starting West Coast Helicopters, Mr. Purwin found that very few aviation services companies had an interest in being a truly professional business with an inherent focus on serving its customers. Mr. Purwin was 16 years old when he sat at the controls of a helicopter for the first time. By 18, he took his first job crop dusting in Indiana, building flight hours, and he has never looked back.

After successfully integrating HD video and the latest innovations into the services provided to the entertainment industry, Mr. Purwin has successfully adapted and offered international, US federal, state and local governments the latest state-of-the art SD and HD video systems and microwave downlink technology for law enforcement, disaster preparedness, and other governmental uses.

**Alex Giuffrida, Executive Vice President:** Mr. Giuffrida joined Helinet Aviation in 2003 as Vice President. He went on to hold other high-level positions within the company such as the head of the Finance and the Aviation Services divisions. During this period, Alex played an instrumental role in developing both U.S. and international sales strategies and helping Helinet become the first to introduce Cineflex's High-Definition camera systems to the aerial marketplace. Remaining with Cineflex when it was sold in 2007, Alex returned to Helinet Aviation in February 2009, as Executive Vice President. Chief among his current responsibilities is the development of Helinet Technologies.

As a pioneer in the use of SD/HD video and microwave downlink technology for law enforcement purposes, Mr. Giuffrida has worked closely with international, national and local law enforcement agencies providing them with modern High-Definition video systems and microwave downlink transmitters and receive stations to enhance their law enforcement abilities. Furthermore, he has worked closely with local and federal authorities to promote and demonstrate the use and validity of this technology, which resulted in the acceptance of the technology as evidence in local, state, and federal courts.

Mr. Giuffrida is responsible for guiding all sales activities worldwide. This includes management of the Helinet Group's sales team and reseller channels.

Prior to joining The Helinet Group, Alex was involved in the financial field as a Vice President for Prudential Securities; his responsibilities included managing \$60 million of clients' assets in retail and retirement accounts and well as pension and 401k plans. In addition, Mr. Giuffrida was a Vice President of Investments at Morgan Stanley in charge of overseeing \$45 million of client's assets as well as training and recruiting new financial advisors.

Mr. Giuffrida holds a bachelor's degree from California State University, Northridge.

**Mr. Ron Magocsi** – Vice-President / Chief Technology Officer of Helinet will serve as the Senior Engineer/Program Manager for the Nassau County Project. He possesses an advanced degree in airborne electronics from the University of Texas in Austin, Texas and possesses years of experience managing and executing programs of extensive size, scope, and complexity.

Mr. Magocsi joined Helinet Aviation in August of 2004 as Director of Engineering. Previously, he worked at Fox Television Stations, Inc. (WNYW/WWOR) in NYC for 14 years. He began as a field engineer and photographer, providing live microwave and satellite transmissions in and around the New York Tri-State area. He then moved into engineering management where he became responsible for all news-engineering operations of the station, including the re-building of the transmission infrastructure lost during 9/11. While still at Fox, Ron was first introduced to aerial Electronic News Gathering (ENG) by negotiating and managing the SkyFox helicopter lease provided by Helinet Aviation.

By having such extensive knowledge of the television industry Ron has given Helinet Aviation the ability to provide unmatched service to its customers. In addition to the many accomplishments he has already achieved at Helinet Aviation, including the HD live world coverage of Hurricane Katrina aftermath and designing the most advanced HD helicopter debuted in NYC, Ron continues to use his technical knowledge to keep Helinet Aviation at the cutting edge of technology for both the broadcast and law enforcement communities.

Mr. Magocsi is considered an expert in airborne video and microwave downlink technology. He has provided invaluable technical assistance to international, US national, and local law enforcement authorities.

During the Nassau County project, Mr. Magocsi will provide technical and managerial oversight over the program, coordinate with the project officer immediately after award. In addition, Mr. Magocsi will monitor actions to procure, install, and operationally test equipment on the aircraft. He will provide engineering assistance as required to facilitate project accomplishment. Also, he will establish, schedule and monitor training programs for operators and maintainers.

#### **b. Detail prior experience in the area of consultation services.**

Helinet possesses extensive past experience providing aircraft completion services as well as integrations of both airborne SD and HD downlink services to our move industry and law enforcement industry clients. As a result, the industry has recognized Helinet as the leader in providing aircraft completion services. Many in the aviation community consider Helinet to be the "sole source" when it comes to this type of installation.

Helinet has developed a unique process in the design, development, test, installation, user training, and support of systems identical to the systems services required under the Nassau County RFP.

Helinet Aviation Services LLC has extensive experience in providing consultation services similar in size, scope and complexity to the requirements of the RFP. The following is a *partial* list of some of our project over the last 5 years

- **New York City Police Department – Aviation Department** – Design, Installation, Downlink and Integration of Airborne Microwave Video and Downlink System - 2014
- **New York City Police Department – Counter Terrorism Department** - Installation, Downlink and Integration of Airborne Microwave Video and Downlink System - 2014
- **Suffolk County Police Department** –
  - Design, Installation and Integration of Microwave Downlink System - 2014
  - Design, Installation, Downlink, Integration of Airborne Microwave Video and Downlink System - 2015
- **Los Angeles Police Department** – Design, Installation, Downlink and Integration of Airborne Microwave Video and Downlink System - 2012 to present
- **State of Texas Department of Public Safety**
  - 2011 - Installation, Downlink and Integration of Airborne Microwave Video and Downlink System
  - 2013 - Aviation Microwave Video Downlink Project
  - 2012 – Portable Diversity Receiver
  - 2014 - Texas Video Downlink System Expansion
- **Santa Barbara County Office of Emergency Management**
  - Installation of Integrated Microwave Downlink System – 2011
  - Expand Integrated Microwave Downlink System - 2013
- **Los Angeles Sheriff's Department** - Installation, Downlink and Integration of Airborne Microwave Video and Downlink System - 2010
- **City of Long Beach, CA** – Installation, Downlink and Integration of Airborne Microwave Video and Downlink System - 2012
- **City of Ontario, CA, Police Department** - Installation, Downlink and Integration of Airborne Microwave Video and Downlink System for Regional Airborne Downlink System – 2010
- **Orange County, CA Sheriff's Department** - Installation, Downlink and Integration of Airborne Microwave Video and Downlink System - 2010
- **Federal Bureau of Investigation HRT** - Installation, Downlink and Integration of Airborne Microwave Video and Downlink System - 2010
- **Government of Trinidad and Tobago** – Installation, Downlink and Integration of Airborne Microwave Video and Downlink System – 2009 to present (Ongoing projects – multiple aircraft and receive stations).

- c. Detail all relevant areas, to demonstrate that the vendor meet all qualifications as outlined in Section C “Scope of Services”

## **INTRODUCTION - GENERAL INFORMATION - MEETING SECTION ONE AND SECTION TWO SCOPE OF WORK REQUIREMENTS**

Helinet's prior experience and demonstrated experience provides testimony that the company is a

qualified bidder for this contract. We have provide "turn-key" solutions for similar governmental agencies in the past and developed an unique skill set to provide Nassau County with its desired solution.

We are able to fulfill all requirements of the solicitation. In all its projects, Helinet ensures complies fully all parts, materials and installations comply fully with approved Federal Communications Commission (FCC) regulations, National Electric Code. All local building codes, Federal Aviation Regulations (FARs), Federal Aviation Administration (FAA) instructions and requirements, successfully pass FAA inspections and certifications. The Department requires any proposed solution to be designed, furnished, and installed as a "turn-key" system. Helinet, in submitting the proposal, assumes responsibility for all aspects of its solution, including but not limited to the following: FAA acceptance, FCC licensing, installation/construction, project management, warranty, etc.

Helinet Aviation Services LLC ("Helinet") possesses an established reputation as a **premier** provider of Video Downlink Network services for the law enforcement community and could be considered as an unique source (perhaps the sole source) to provide Video Downlink Equipment and services for the **Nassau** County Police Department as specified **in the Request for Proposal**. Helinet has provided quality avionics / aviation support to its customers for over 28 years.

As a world leader in video downlink installation and services, Helinet is the most qualified source to supply these items and our experience demonstrates this fact. The company has established a distinguished record in providing wireless integration services to local, federal and international governmental agencies. Helinet specializes in designing, equipping, installing, commissioning, and testing video downlink systems and associated equipment tailored to customer requirements.

Helinet initially developed and has continually updated this exclusive video downlink capability for its Company fleet of aircraft to support instantaneous download of High Definition of aviation scenes for the motion picture industry, television production, television news, and other commercial customers.

Subsequently, Helinet has developed and offered this capability to various US federal, state, and local law enforcement agencies and other international law enforcement agencies for the past 14 years. Helinet has developed an unique system to design, install, test and train law enforcement operators and technicians that stands alone in the industry.

Helinet has created a distinctive footprint in the industry in the design, delivery, installation and test of video downlink systems. Helinet is the industry leader among Video Downlink Network system providers and is unique in its ability to provide this Video Downlink System equipment, assist with the installation design, inspect the installation, commission the equipment and then provide technical support of the equipment for Nassau County.

Helinet may even be considered a Sole Source to provide this equipment and services to Nassau County for the following reasons.


- Best known for its superior integration of Standard Definition and High Definition camera systems into both fixed wing and rotary wing aircraft, Helinet has become the aviation company of choice for A-list directors in the motion picture industry. That is because Helinet installed Airborne Video and Airborne Microwave Downlink systems in its own fleet of 20 rotary wing and fixed wing aircraft to provide the motion picture industry with quality

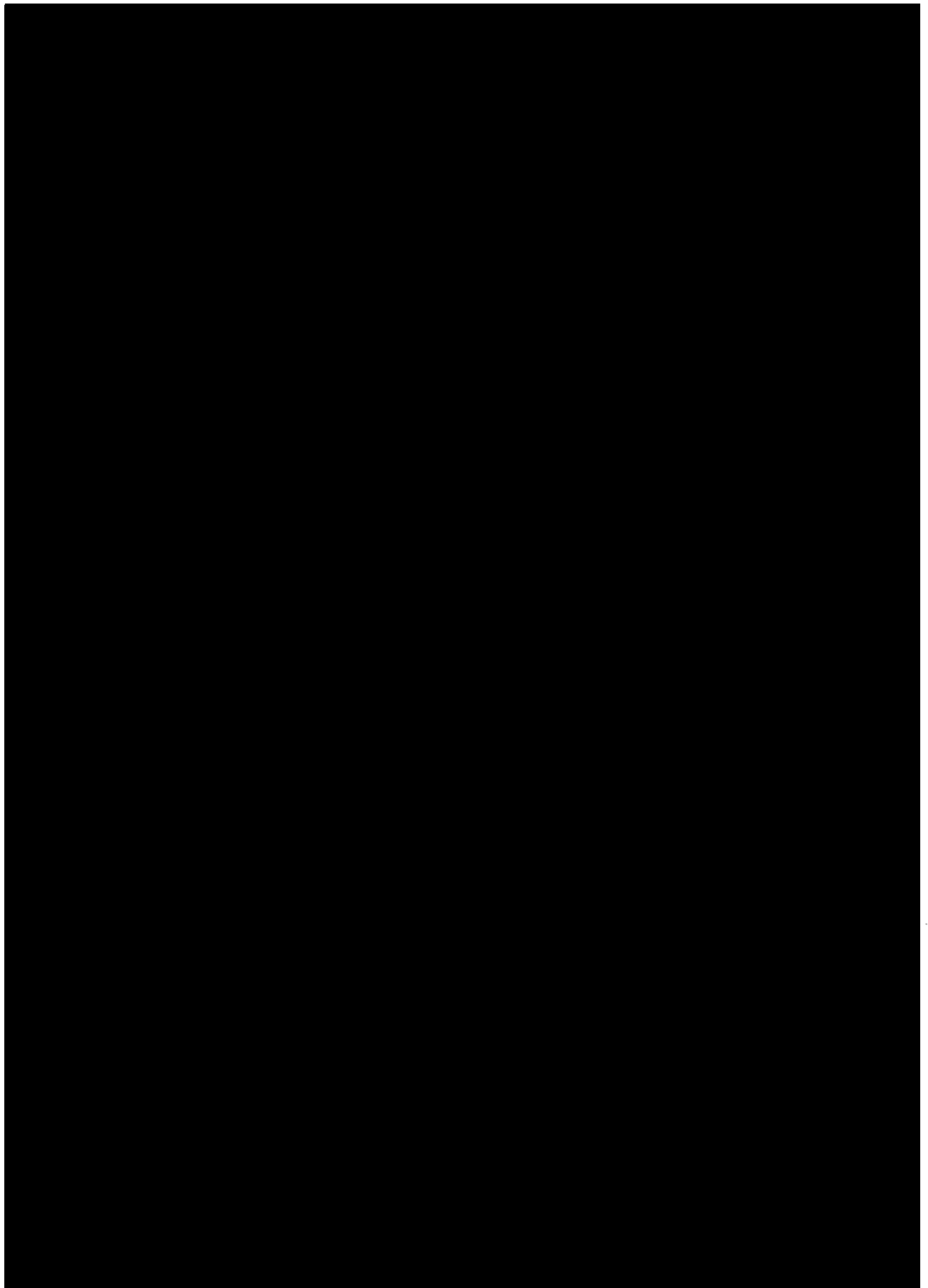


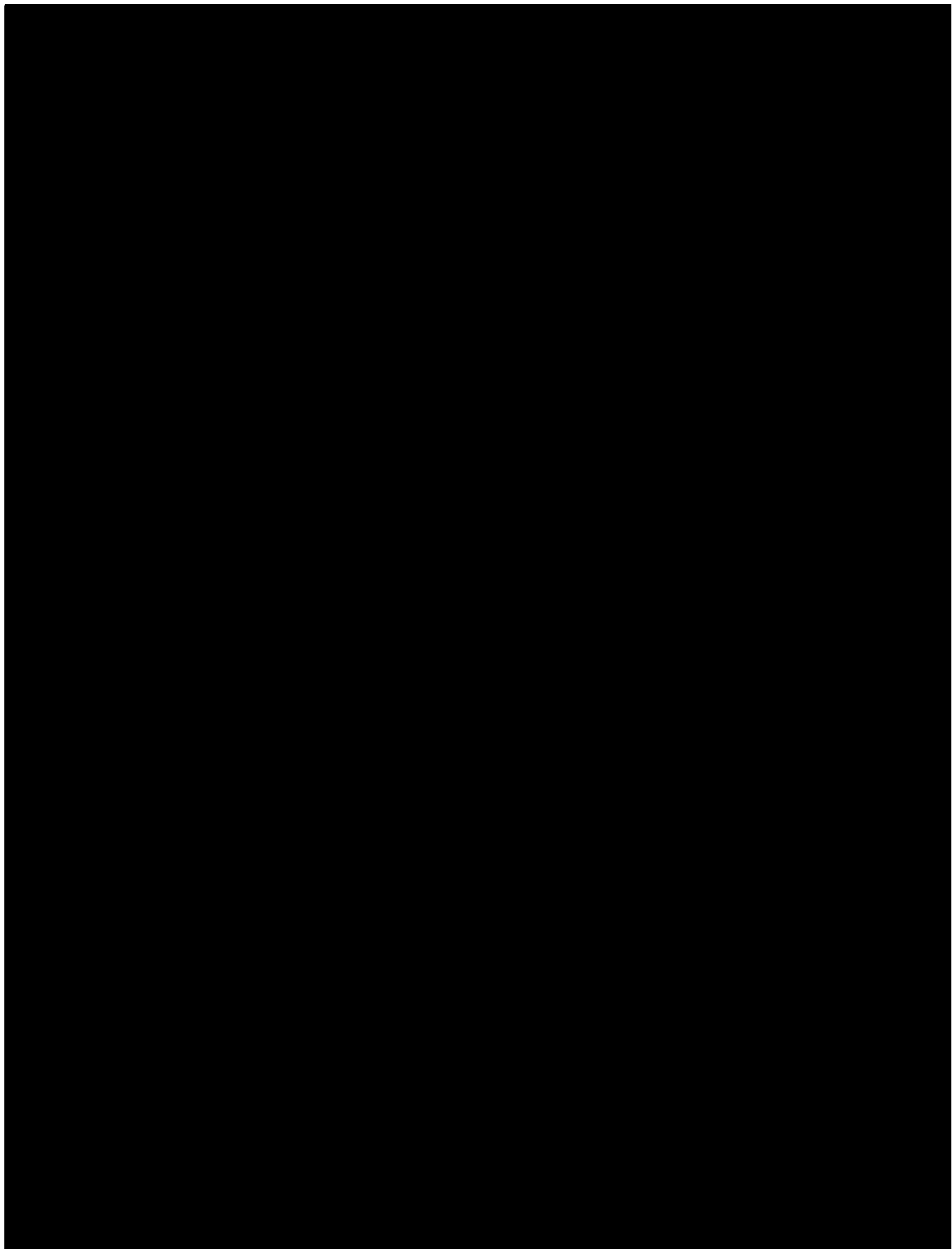
High Definition aerial video and microwave downlink services for major motion pictures. Helinet has excelled in providing High Definition imagery, which can be down linked during filming for instantaneous review by directors and assistant directors.

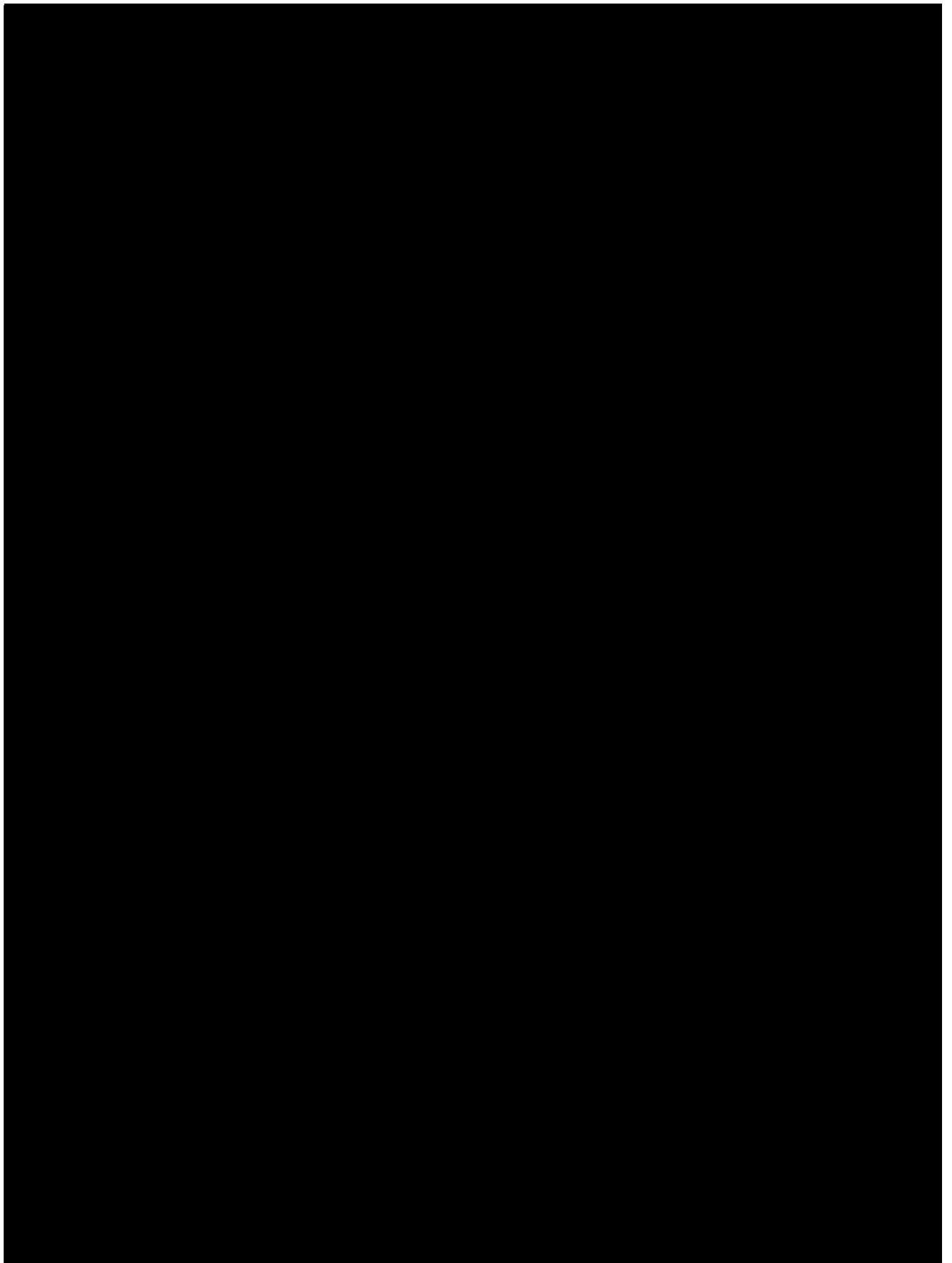
- This experience enabled Helinet to develop unique processes to analyze requirements and then to design a video downlink system or an airborne microwave downlink system customized to the requirements of each customer. Thereby, Helinet has created a distinctive footprint in the industry in the design, delivery, installation and test of similar systems.
- Helinet has honed its Video Downlink System experience and provided television production companies, television news organizations and other customer with quality, state-of-the-art wireless services.
- Helinet took this experience and, for the past 14 years, now provides local, state and US federal and international governmental agencies with airborne video surveillance systems and microwave downlink systems. These agencies have selected Helinet systems as the "best value" for Airborne Video Surveillance Systems and Microwave Downlink Systems. Since these video images are accepted as evidence in United States' federal, state and local courts, these agencies demand the very best and most cost-effective technology.
- In addition, Helinet has provided international law enforcement agencies with "best value" solutions for Airborne Video Surveillance Systems and Microwave Downlink Systems. These international government agencies include, but are not limited to State governments in Saxony, Germany, the government of Trinidad and Tobago. In addition, the company has provided Video Downlink services for UN peacekeeping forces in Sudan.
- Helinet specializes in the delivery of digital HD & SD imagery, data transmission and distribution from both airborne and ground-based platforms. The Company provides end users with individual components to complete turnkey solutions including system design, installation, support, training, and field operations.
- Helinet possesses current experience in performing like video downlink services for other clients including but not limited to the Government of Trinidad and Tobago, State of Texas Department of Public Safety, Los Angeles Sheriff's Department, Santa Barbara County Office of Emergency Management, the New York Police Department, to name a few.

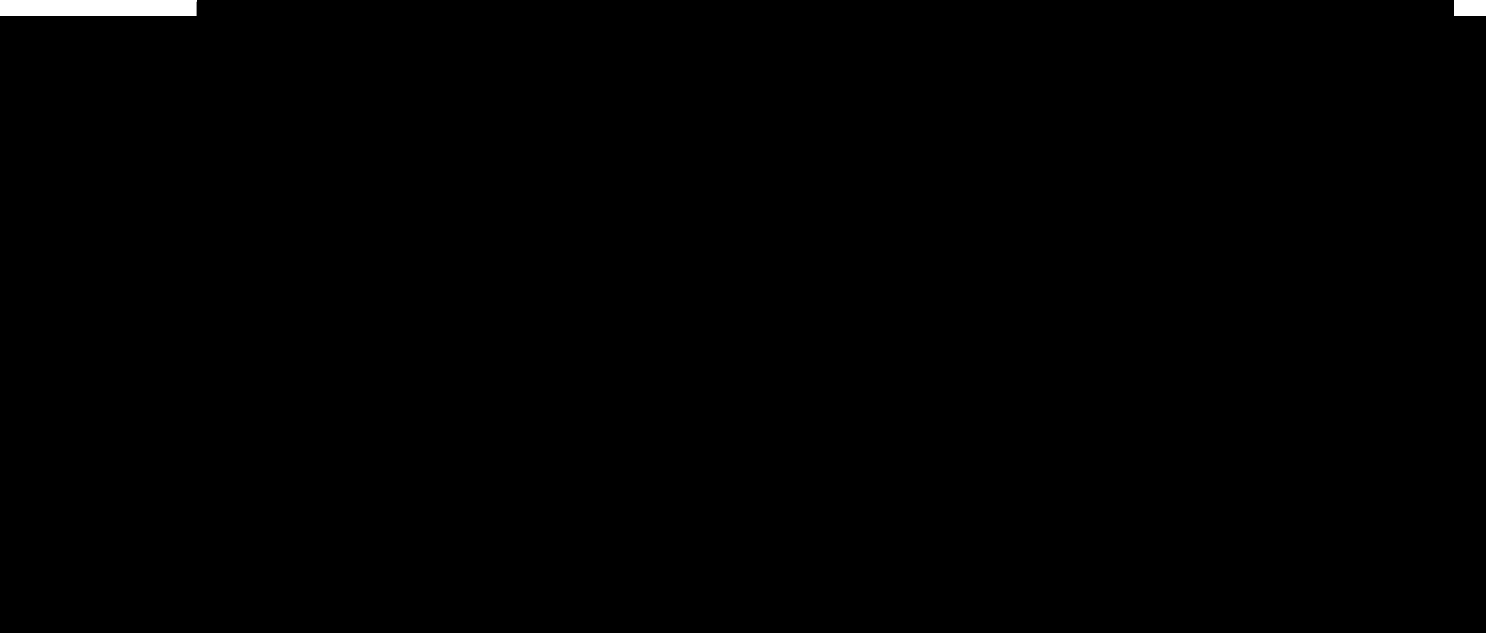
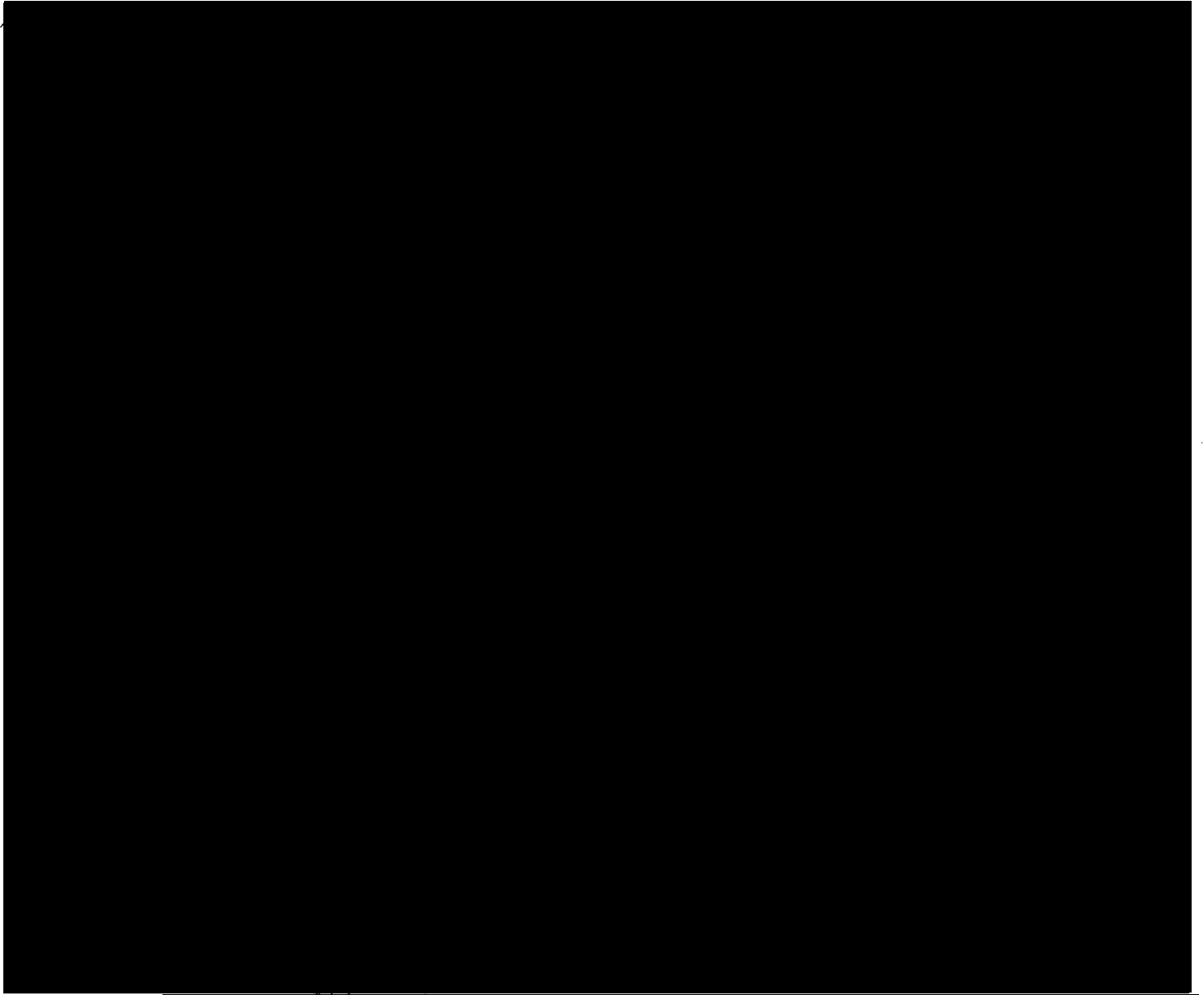
Helinet is fully capable of designing and build an airborne video surveillance system for Nassau County. This system will equip three (3) of the Nassau County Police Department's Aviation Unit helicopters with new equipment for the purposes of sharing video, and tactical audio, from these aircraft with the units on the ground in real-time. The system will support the operational objectives of the aviation unit and its typical missions. Typical missions supported by this system include patrol, search and rescue, maritime operations, surveillance, and disaster assessments. Additionally, the video and audio streams from the aircraft will have the ability to be viewed throughout the department as needed, via the Department's Information Technology network.

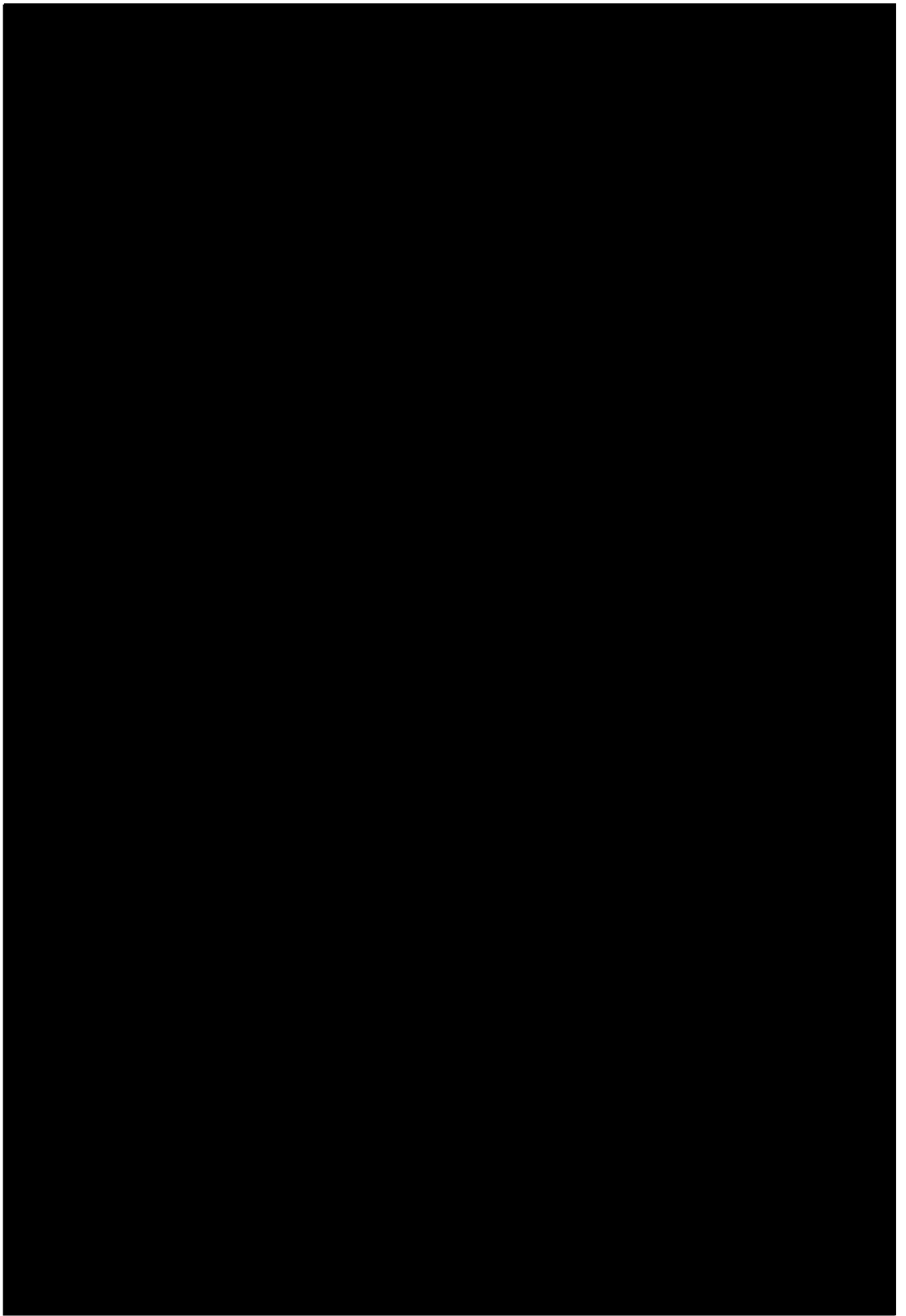


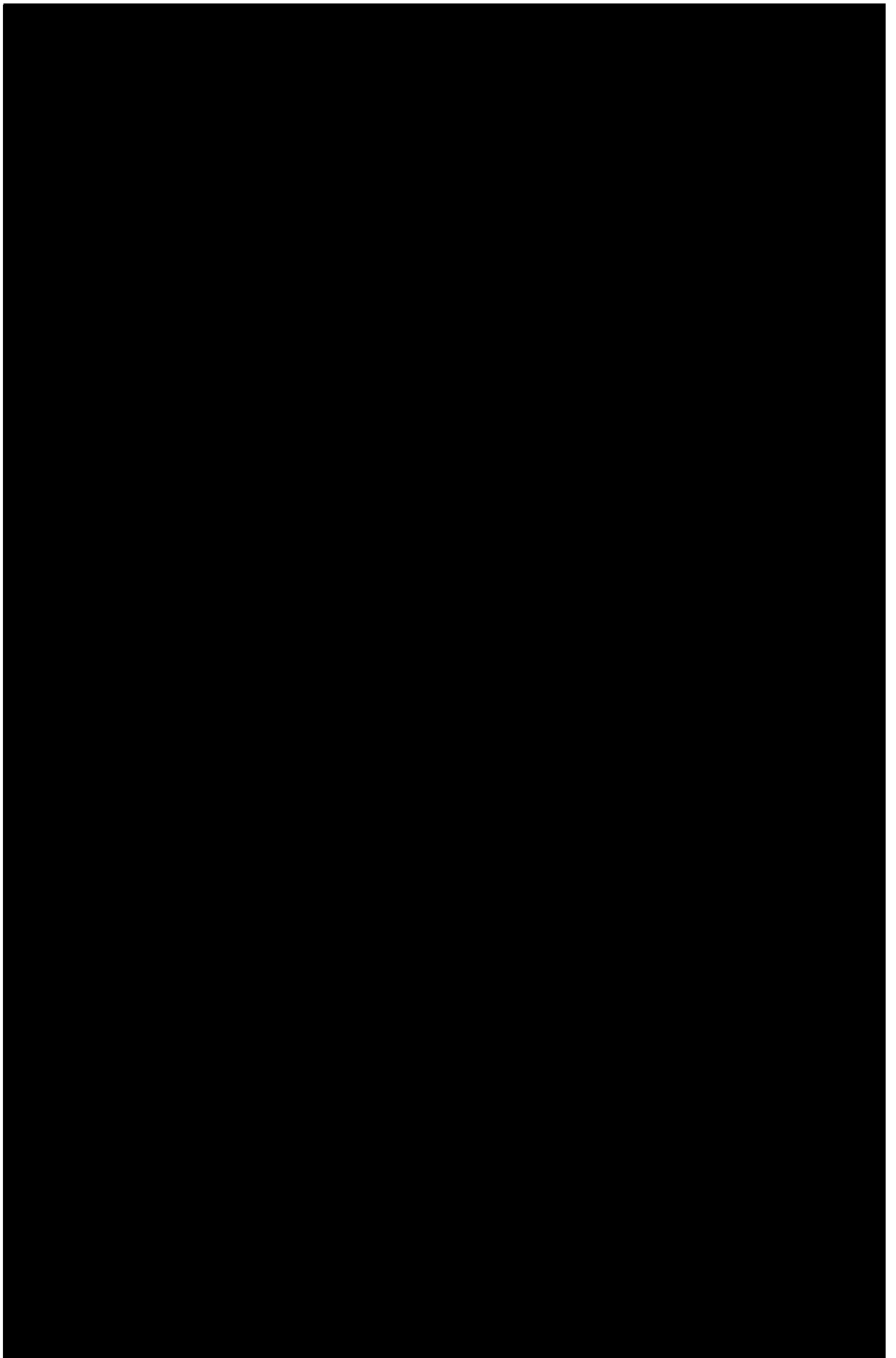


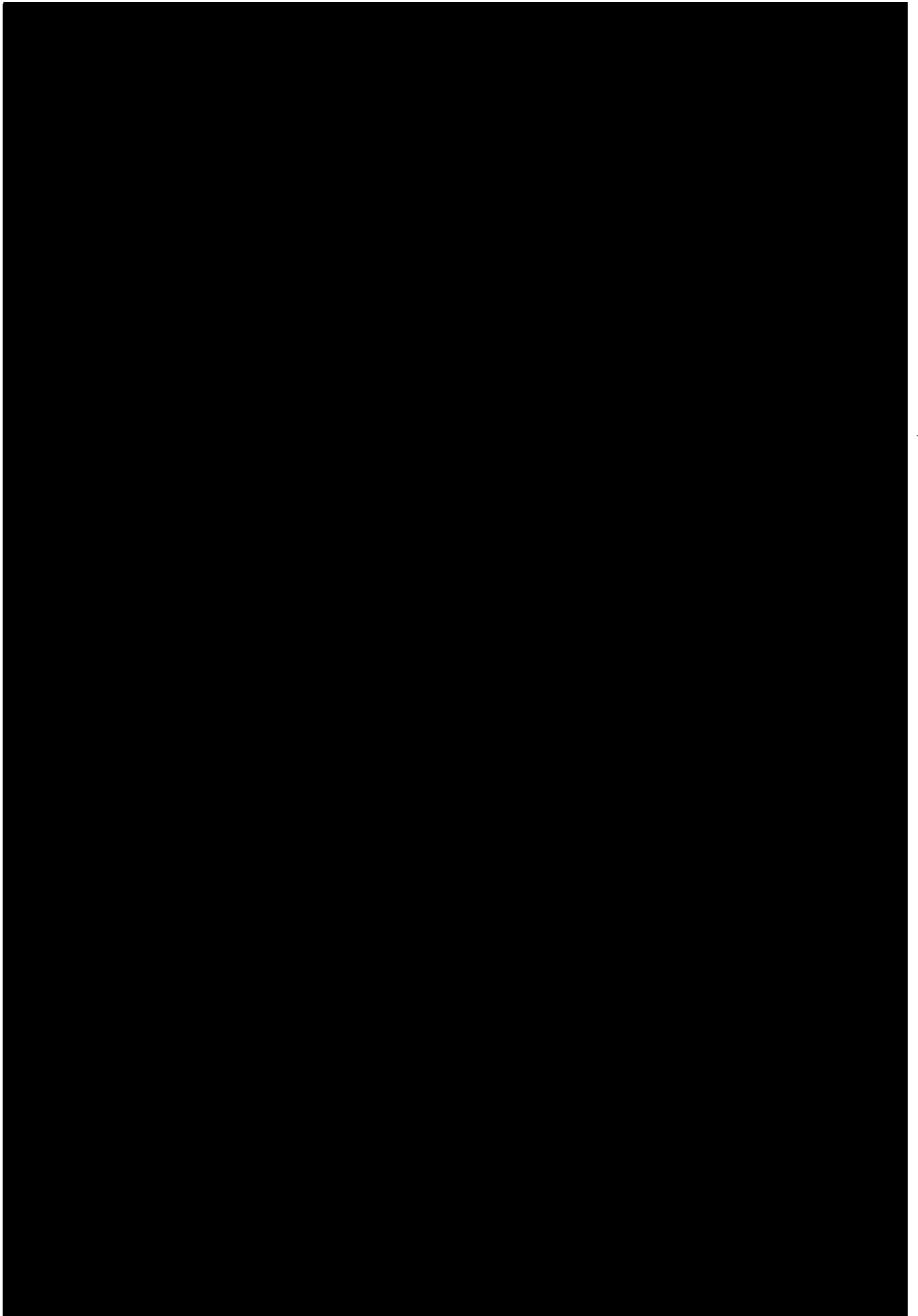




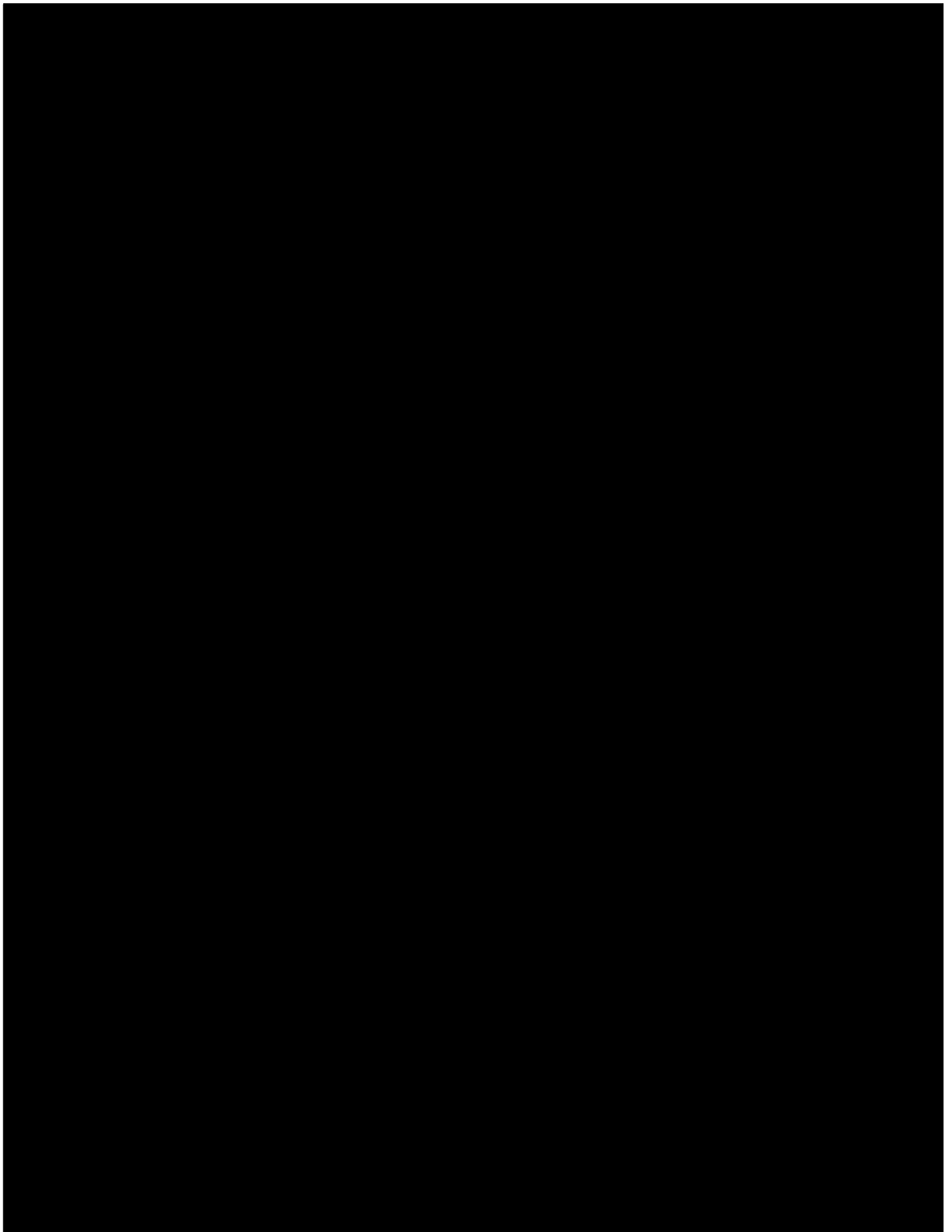


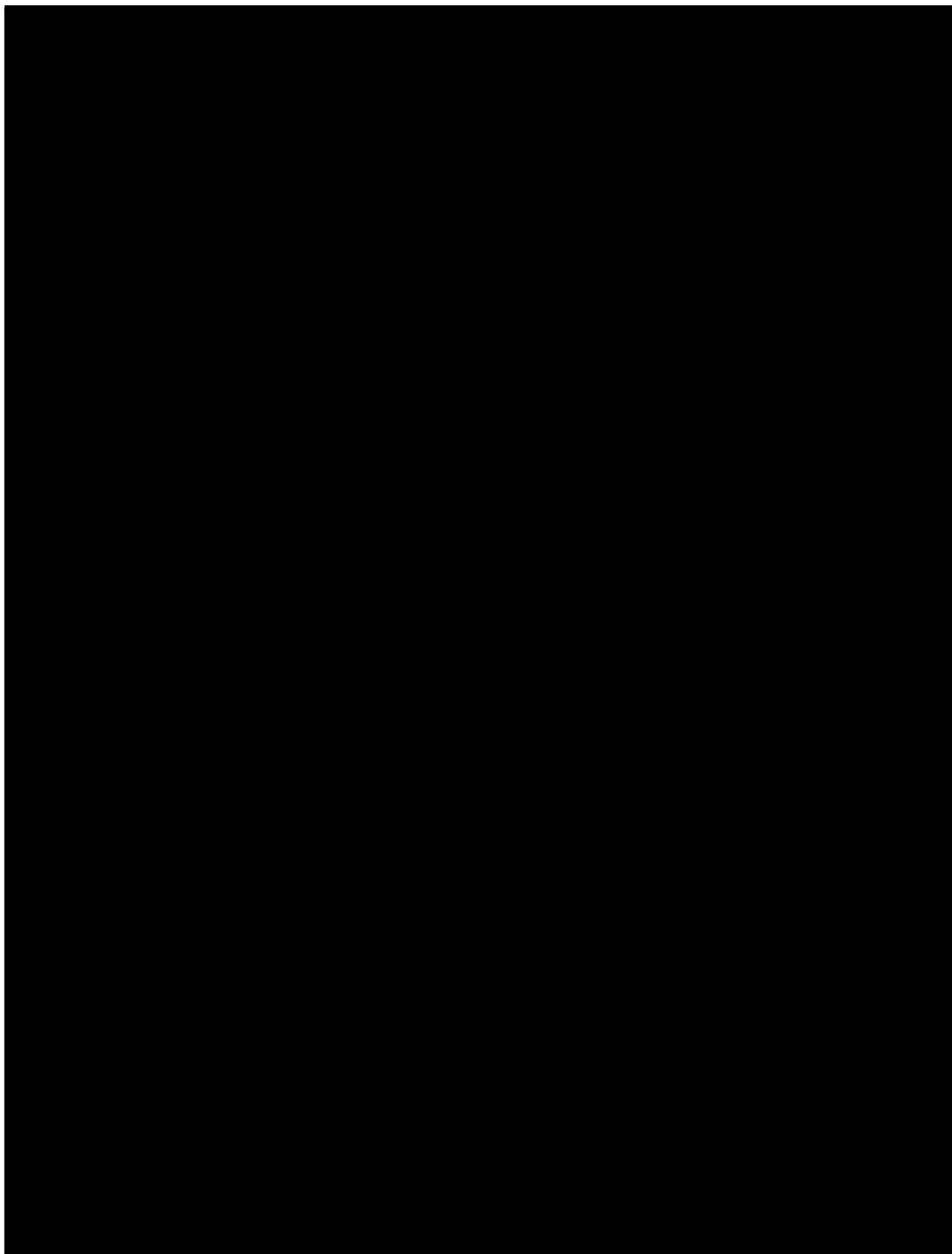


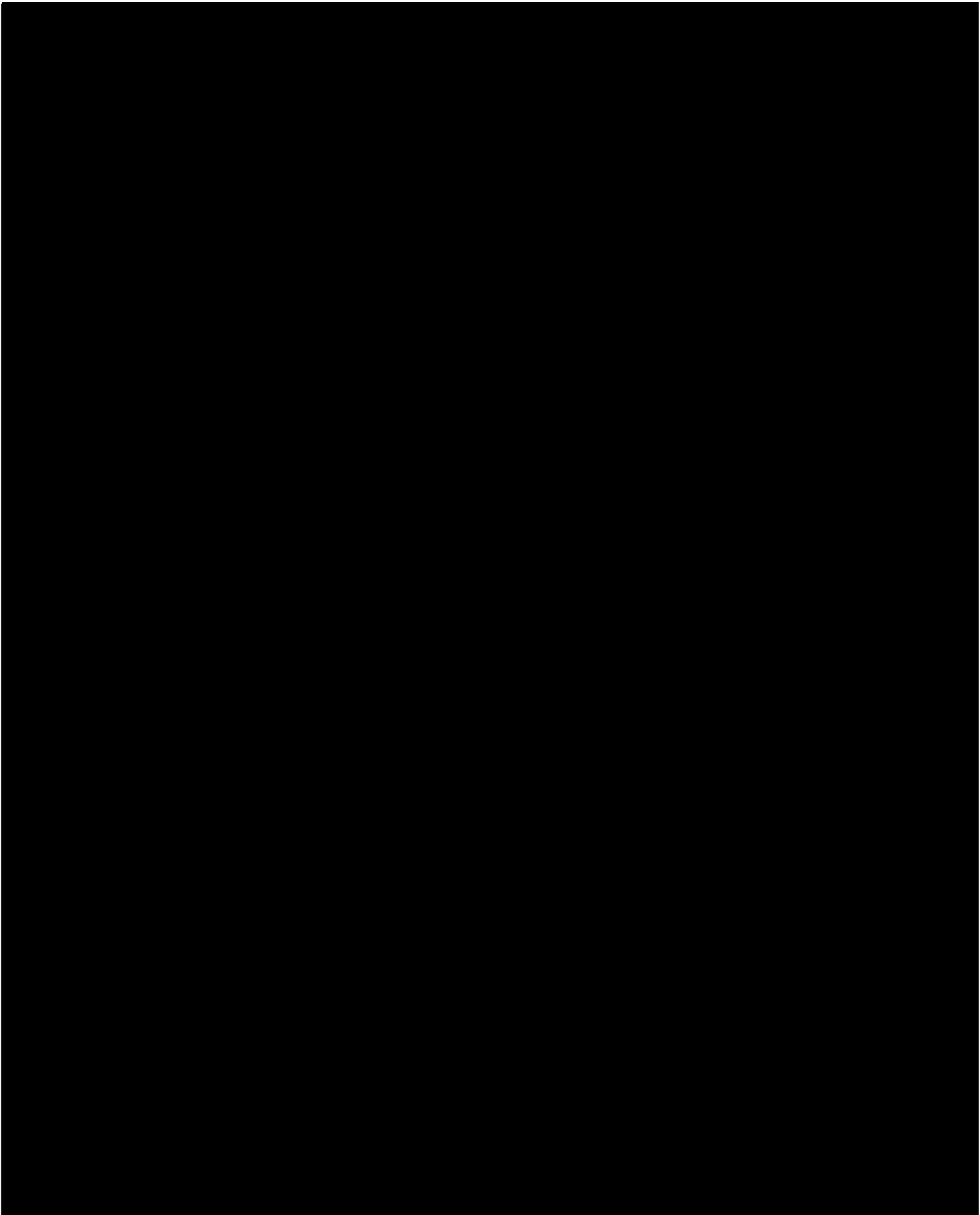


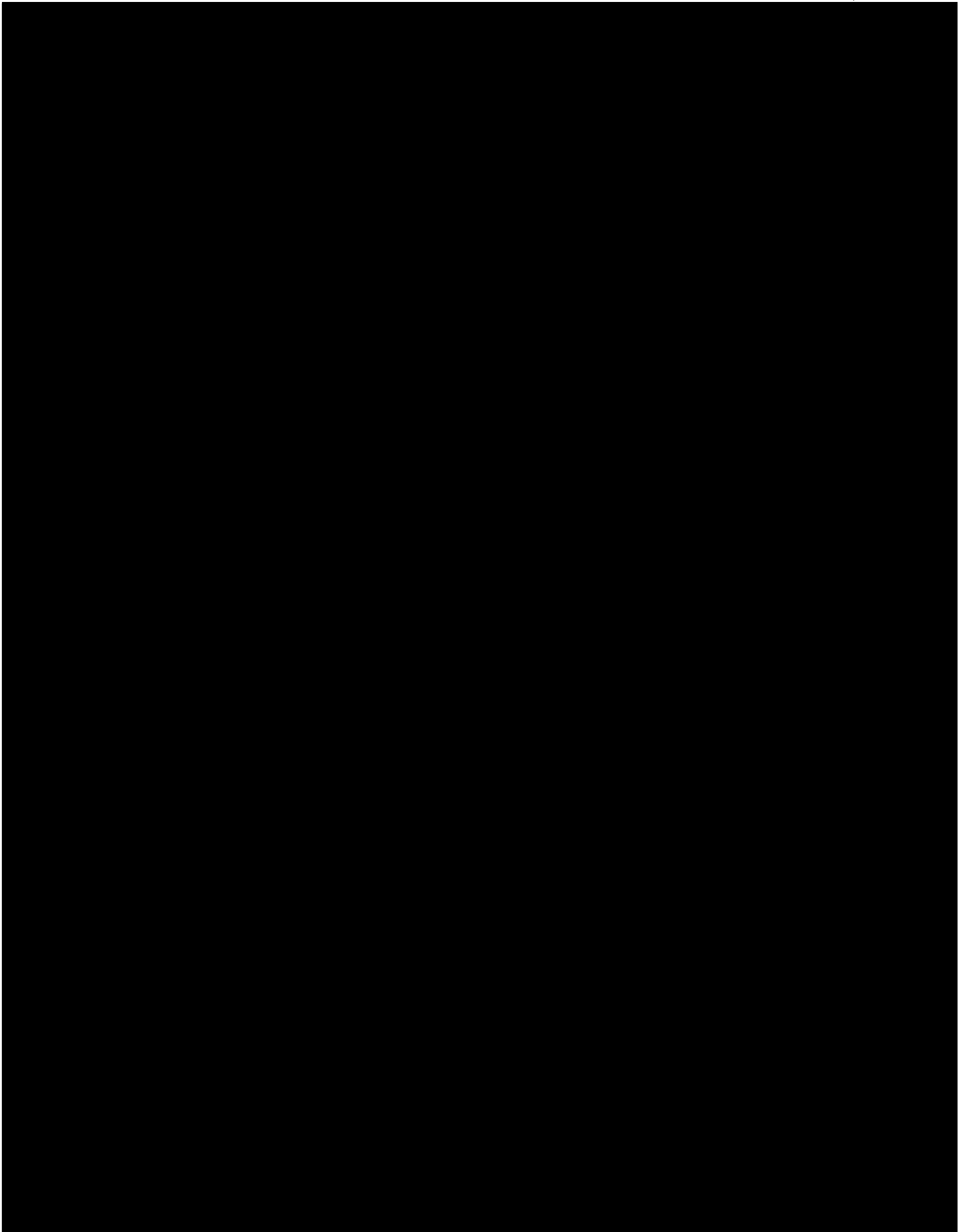


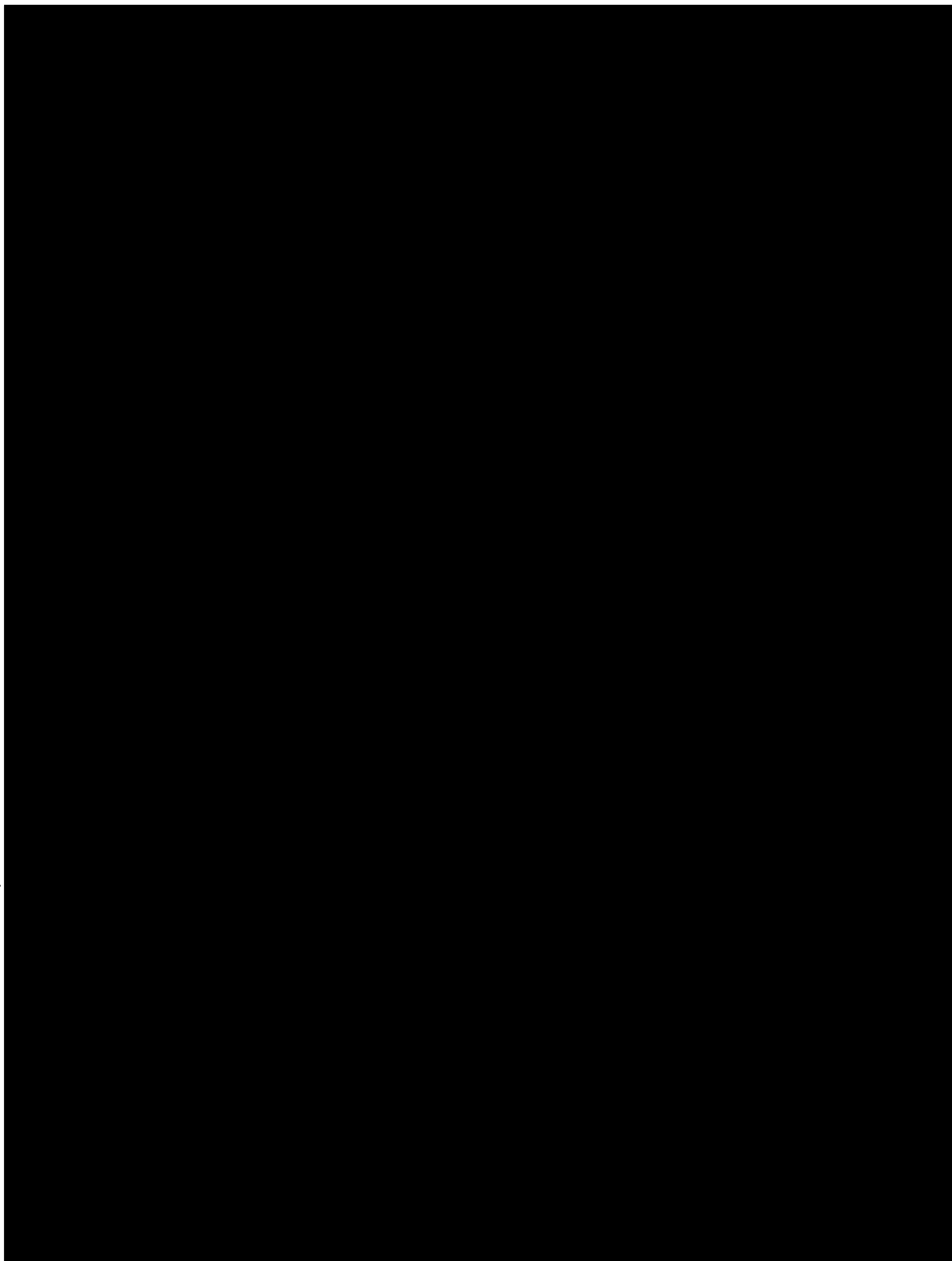


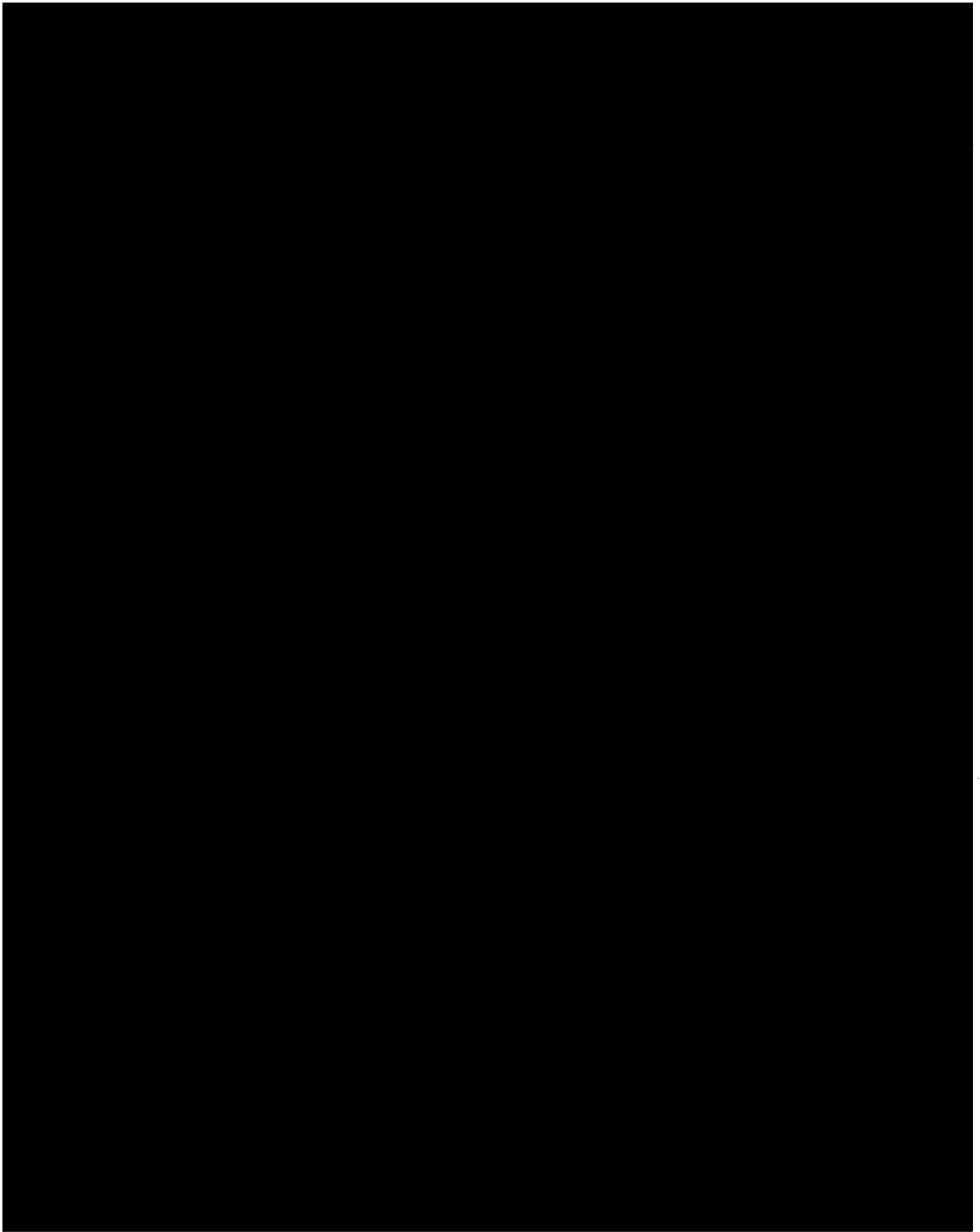












- **General**

Helinet will provide a non-prorated warranty for the replacement or repair of any parts that are defective within two (2) years after final acceptance, at no additional cost to the Department. Helinet assumes responsibility for all shipping and ancillary costs associated with warranty repair and parts replacement, and will provide any technical support necessary to return the entire system to 100% of its functionality at final acceptance. Helinet will ensure all parts requiring replacement during the warranty period will be new and of original equipment manufacturer. On those occasions when loaner components are provided to keep the system in service, Helinet will provide these loaner components at no cost to the Department during the warranty period.

- The Helinet warranty covers the installation - workmanship of all new components and provisions.
  - Helinet will credit all maintenance technician labor provided by the Department to resolving warranty issues to the Department at the current contractual shop rate of that provider.
  - Should the Department request on-site support for any maintenance issue, component issue or installed equipment issue, during the warranty period, Helinet will fulfill this within forty-eight (48) hours of request.
- **Commencement of Warranty**
    - All installed equipment and component warranty periods will commence at the time of final system delivery acceptance, except for customer provided equipment. Delivery acceptance is defined by the date when the system has been completed, accepted and signed for per the scope outlined within, and is ready for operational service.
    - Helinet warrants that all equipment will perform in accordance with published specifications and will be free of any defects in materials, workmanship, and title for a period of two (2) years from the date of system acceptance by the buyer. The Department shall assume responsibility for customer supplied equipment, however, Helinet will warrant the proper installation.
    - During the warranty period, Helinet agrees to repair or replace any defective part or parts, except customer provided equipment, without charge to the using agency as outlined under these specifications. This will apply to customer provided equipment when defects in installation and/or workmanship cause the customer provided equipment to malfunction.
    - All parts removed will become property of Helinet.

## **MEETING GENERAL RFP SCOPE OF WORK REQUIREMENTS (SECTION NINE – MAINTENANCE SPECIFICATIONS)**

- **Schedule** – The equipment supplied by Helinet in this proposal has demonstrated high reliability with long years of service and we have successfully maintained this equipment on an “on-condition” maintenance basis (simply repair or replace upon failure). Therefore, we no longer conduct established maintenance inspections at specified intervals with the following exception.
- For the directional antenna supplied by Troll, the following applies: Once a year, the County should ship the directional antenna pod to Troll's facility for factory reconditioning. Troll will check seals and repair “wear and tear” items. While the pod is at the Troll facility, Troll will perform any updates and make any product improvements that are available.
- **Maintenance Plan Costs** – Since Helinet provides a two (2) year warranty with this proposal, we have calculated the cost estimate for the remaining three (3) years of the five year period. We have indicated this as an optional cost estimate in Lines 80 and Line 81 of our Pricing Sheet, as follows. One (1) year = \$86,545.00 and three (3) years = \$259,635.00, respectively. This service includes the following.
  - 24 hr/7day/365yr phone, email support for reporting system issues/ needed repairs.
  - Helinet will respond within 4 hrs. from time of request for service
  - Helinet will have support personnel onsite within 24 hours of request for necessary troubleshooting and/or repairs
  - Helinet will replace all equipment needing replacement due to a malfunction by new, like item, within 24 hrs. of diagnosis



- **Spares Inventory** - Helinet will provide spare inventory parts to be dedicated to the repair and maintenance of the system of every item included in this bid to ensure minimal interruption of the downlink system. Please see Attachment 6 for a Spares Listing.

## **MEETING GENERAL RFP SCOPE OF WORK REQUIREMENTS (SECTION TEN – ADDITIONAL REQUIREMENTS)**

Helinet will ensure all parts, materials and installations comply with approved Federal Aviation Administration (FAA) and Federal Communications Commission (FCC) instructions, regulations. Additionally, all Helinet aircraft related work will successfully pass FAA inspections and supplemental type certification.

Helinet understands that while it is anticipated that any proposed solution will meet all of the specifications for the airborne video down-link system that are set forth above in specifications for this solicitation, the Department reserves the right to consider solutions that may vary somewhat from the specifications set forth in these sections. If any bid vendor fails to meet all of the specifications related to the video down-link system that are set forth in the specifications of this solicitation, then that bid vendor shall make it clear to the Department by written notification, which of the specifications for the system are not being met. To the extent that a bid vendor is not planning on meeting particular specification(s) for this video down-link system, the vendor shall make it clear to the Department by written notification, exactly which substitute equipment and/or capability is being proposed for any particular specification that is not being met.

Helinet has complied with the specifications contained in the RFP.

- d. **Detailed cover letter on the firm's letterhead indicating EIN number and the name of the parties authorized to discuss and/or enter into negotiations with Nassau County with respect this proposal.**

Our cover letter contains all required information including the EIN and the name of the person authorized to discuss and/or enter into negotiations with Nassau County with respect this proposal and this information is also included herein.

Helinet hereby submits the following information.

Helinet Aviation Services LLC EIN is [REDACTED]

Our proposal is valid for 180 days from the date of submittal.

#### 4. Business History Form

In Accordance With RFP Section E. **Mandatory Proposal Requirements**, page 35, of the RFP; Helinet has provided this Completed Business History Form in accordance the outline provided in Section F, **Proposal Submission Instructions**, page 36 and 37 of the RFP.

### APPENDIX C

#### 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.

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

Date: 13 February 2015

1) Proposer's Legal Name: Helinet Aviation Services LLC

2) Address of Place of Business: 16303 Waterman Drive, Van Nuys, CA 91406

List all other business addresses used within last five years:

16644 Roscoe Boulevard

3) Mailing Address (if different): \_\_\_\_\_

Phone: 818-902-0229

Email: info@helinet.com

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: 177135605

5) The proposer is a (check one): ☐ Sole Proprietorship ☒ Partnership ☐ Corporation ☐  
Other (Describe) \_\_\_\_\_

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

Yes ☐ No ☐ If Yes, please provide details: \_\_\_\_\_

7) Does this business control one or more other businesses? Yes ☐ No ☐ If Yes, please provide

EXHIBIT B  
PAYMENT MILESTONES & BUDGET

PAYMENT MILESTONES:

- 1) Detailed design review, including final survey of aircraft and sites. This will be completed within two (2) weeks of contract approval - 10%
- 2) Equipment delivery - 40%
- 3) Equipment installation/ configuration/ provisioning - 25%
- 4) Final system acceptance - 25%

BUDGET:



Quote Date: 23-Apr-15  
Quote#: NCPD163324 rev. D

**BAFO RFP# PD1215-1445**

Customer Ref. Number			Payment Terms	Est. Ship	
NCPD					90 Days
Item	Qty.	Part #	Description	Unit Price	Ext. Price
<b>Wescam MX-10</b>					
1	3	MX-10	WESCAM TM MX-10 > Precision Stabilized gimbal with Inertial Measurement Unit (IMU Inside) > Integrated Electronics Unit, HD Digital and Analog Video Output > Multi Sensor Payload 1) Thermal Imager, cooled MWIR, SD 640 x 512 pixel Step Zoom 2) HD Color Imager, 5 Megapixel, Continuous Zoom > Advanced Real-time Image Processing on all sensors > Hand Controller Unit (HCU), Backlit, NVG Compatible with 1.8M (6') cord, Bracket and Shipping Case > Transit Case > Operator manual > 24 months or 1000 hrs warranty > Turret Paint Color: Black Semi-Gloss (FED-STD-595C, Color Code 27038)	\$ 237,000.00	\$ 711,000.00
2	3	LLC-MX10	> Lowlight Continuous Zoom TV, Electron Multiplied CCD (EMCCD)	\$ 27,300.00	\$ 81,900.00
3	3	LIRF-MX10	Laser Illuminator and Laser Rangefinder > LRF required for use with LI per FDA for US non-federal government use > Complete with FDA guide with Integration Requirements	\$ 61,620.00	\$ 184,860.00
4	3	MX-GEO-GPS-10	MX-GEO with internal GPS > GEO-Referencing for target location > GPS, includes Antenna and embedded Receiver	\$ 15,600.00	\$ 46,800.00
5	3	MX-SLIF-10	Searchlight Interface > Slave a searchlight to turret's line of sight > Supported on RS-422 port	\$ 7,410.00	\$ 22,230.00
6	3	MX-MMIF-10	Moving Map Interface Note: Requires purchase of MX-GEO-GPS-10	\$ 7,410.00	\$ 22,230.00
7	3	GTCK-MX10-BASIC	Primary Cable (6 meters) - Unterminated Single cable for basic installations, providing connections for: > turret power, hand controller & moving map communication > two analog video outputs (composite) > P/N 47022-01, Primary	\$ 2,730.00	\$ 8,190.00
8	3	UPG-GTCK-MX10-COMM	Upgrade from Basic to Advanced Ground Test Cable - Unterminated 1) Enhanced Communications Cable > Ethernet, MIL-STD-1553, ARINC 429, Two RS422/232 > Laser interlock > P/N 47023-01, Signal Note: Must also purchase GTCK-MX10-BASIC with this upgrade.	\$ 3,978.00	\$ 11,934.00
9	3	UPG-GTCK-MX10-VIDEO	Upgrade from Basic to Advanced Ground Test Cable - Unterminated 1) Enhanced Video Cable > 3 digital video outputs > 2 analog video outputs (Y/C) > P/N 47024-01, Video Note: Must also purchase GTCK-MX10-BASIC with this upgrade.	\$ 3,042.00	\$ 9,126.00
10	3	LAP-MX	Laser Arming Panel for MX Series Systems > Compatible with MX-10 & MX-15 systems only equipped with single Laser Illuminator > Available with or without Key Switch and dimmable NVIS edge lit panel Note: Assumes cabling provided by system integrator	\$ 7,410.00	\$ 22,230.00
<b>Mapping System</b>					
11	1		Note - See Comments Below Aero Computers UC-6000 (3) Year Hardware Warranty Free Software and Map Updates for the Life of the System Internal Recorded HD-DVR Gimbal : MX-10		
12	1	UC-6000	Ultichart Moving Map System AK-Selection Kit - AeroComputers Keyboard Options	\$ 109,995.00	\$ 109,995.00
13	1	AK-Selection Kit	AeroComputers Keyboard Options	\$ -	\$ -
14	1	AK-4 Kit	AK-4 Keyboard Kit with Mating Connector	\$ -	\$ -
15	1	AK-4S Sliding KBD NVIS	AK-4, Sliding Keyboard NVIS, EAR99, SchB 8471.60.20	\$ 737.00	\$ 737.00
16	1	SI-MDT	MDT / MDC / CAD Dispatch Software - The user or installer must complete the card activation process prior to delivering the Air Data Card to AeroComputers	\$ 1,995.00	\$ 1,995.00
17	1	Nautical Chart NOAA District 1	Nautical Chart NOAA District 1 ( Atlantic North East - ME to NJ ), SchB 9014.90	\$ 499.00	\$ 499.00

Quote Prepared By:  
Ron J. Magocsi  
COO  
Helinet Technologies  
rmagocsi@helinet.com



Quote Date: 23-Apr-15  
Quote#: NCPD163324 rev. D

18	1	Parcel Update	Update Parcel Data to latest	\$ 499.00	\$ 499.00
<b>HD/SD 6.5 &amp; 4.9 GHz Airborne TX System</b>					
19	3	HDX-1100C3	Item #9012107 TX, Aircraft Cert. ARINC 6.4-6.5 GHz High RF Output Power HD/SD Digital Aircraft Downlink Transmitter equipped with DVB- T/LMS-T CODFM modulation, MPEG-4 (H.264 part 10) HD/SD encoding, two audio inputs (line/mic), DoubleVision™ (transmission of two SD video feeds through a single HDX TX), FadeFighter™ (10 MHz enhanced CODFM modulation), and 9 user configurable presets. Prime power: +10 to +32 VDC; Dimensions: 3.56"W x 12.65"L x 7.62" H; Weight: 9.2 lbs. (4.2 kg).	\$ 39,800.00	\$ 119,400.00
20	3	9013377	Bcrypt Encryption Software License for HDT/HDX Transmitters	\$ -	\$ -
21	3	9001097	HDX1100 MPEG-2 OPTION	\$ -	\$ -
22	3	9000372	KIT HDX ARINC AIRCRAFT MOUNT LOW PROFILE	\$ -	\$ -
<b>Aircraft Video Recording</b>					
23	3	AVR8345	720P HIGH DEFINITION DIGITAL VIDEO RECORDER WITH PLAYBACK, (4) GB INTERNAL MEMORY, (1) SMPTE-292M HIGH DEFINITION VIDEO INPUT, (1) SMPTE-292M HIGH-DEFINITION VIDEO OUTPUT, (3) RS-170 VIDEO INPUTS, (1) RS-170 VIDEO OUTPUT, USB PORT, SATA PORT, SD CARD PORT, H.264 FORMAT, NTSC/PAL, DZUS MOUNT	\$ 11,783.00	\$ 35,349.00
24	0	AVR8411	OPTION: 720p/1080i/1080p HIGH DEFINITION DIGITAL SINGLE-CHANNEL VIDEO RECORDER WITH PLAYBACK, INTERNAL MEMORY, (2) SMPTE-292M HIGH DEFINITION VIDEO INPUTS, (1) SMPTE-292M HIGH-DEFINITION VIDEO OUTPUT, (4) RS-170 VIDEO INPUTS, (1) RS-170 VIDEO OUTPUT, USB 3.0 PORT, SATA PORT, SD CARD PORT, H.264 FORMAT, NTSC/PAL, DZUS MOUNT	\$ 14,735.00	\$ -
25	3	AVR8100-KIT	Installation kit for AVR units, mating connectors only. - Included with AVR8345	\$ -	\$ -
26	3	MHDDXXXU120GS ATA	120GB REMOVABLE SATA DRIVE FOR AVALEX DVR AND SMART DISPLAY	\$ 600.00	\$ 1,800.00
27	3	MCABXXXUUSB- SATA	USB TO SATA CABLE FOR AVR8345	\$ -	\$ -
<b>Aircraft Monitors</b>					
28	2	AVM4127NTI	12.1" DIAGONAL TOUCH-SCREEN, (1280x800) RESOLUTION, (2) SMPTE- 292 HIGH-DEF INPUTS, (1) SMPTE-292 HIGH-DEF OUTPUT, (1) DVI INPUT, (6) RS-170 VIDEO INPUTS, (2) RS-170 VIDEO OUTPUTS, (2) VGA INPUTS, 2X ZOOM/FREEZE, NTSC/PAL, NVG (NVIS- B FILTERING COMPATIBILITY)	\$ 11,650.00	\$ 23,300.00
29	2	AVM4147NTI	14.1" DIAGONAL TOUCH SCREEN, 1280x800 RESOLUTION, (2) SMPTE- 292 HIGH-DEF INPUTS, (1) SMPTE-292 HIGH-DEF OUTPUT, (1) DVI INPUT, (6) RS-170 VIDEO INPUTS, (2) VGA INPUTS, 2X ZOOM/FREEZE, NTSC/PAL, NVG (NVIS-B FILTERING COMPATIBILITY)	\$ 11,850.00	\$ 23,700.00
30	1	AVM4090NTD-R3	8.4" AMLCD, SVGA (800x600) , (3) VIDEO INPUTS, (1) VGA INPUT, AR COATING, 2X ZOOM/FREEZE, NVG COMPATIBLE (NVIS-B FILTERING, MIL- L-85762A COMPATIBLE), TOUCH SCREEN, (2) SMPTE 292 HD INPUTS, (1) SMPTE 292 HD OUTPUTS - For the Retrofit of 407	\$ 9,500.00	\$ 9,500.00
31	1	AVM4127NTI	12.1" DIAGONAL TOUCH-SCREEN, (1280x800) RESOLUTION, (2) SMPTE- 292 HIGH-DEF INPUTS, (1) SMPTE-292 HIGH-DEF OUTPUT, (1) DVI INPUT, (6) RS-170 VIDEO INPUTS, (2) RS-170 VIDEO OUTPUTS, (2) VGA INPUTS, 2X ZOOM/FREEZE, NTSC/PAL, NVG (NVIS- B FILTERING COMPATIBILITY) - For the Retrofit of 407	\$ 11,650.00	\$ 11,650.00
<b>Airborne Antenna System</b>					
32	3	SL-C90-01	SkyLink Control, C90 High performance, avionics grade control system with moving map and optional control of complete airborne ENG, ALE or EMT system > Controls up to four radios, Rx/Tx > Interfaces with existing VGA monitor to display microwave control and map	\$ 6,050.00	\$ 18,150.00
33	3	SL-OPT-ANT-01	Steerable Antenna Control (Pod) > Includes simple moving map of local sites	\$ 2,750.00	\$ 8,250.00
34	3	SL-OPT-HDX-TX- 01	VisLink Kamelyon HDX-1000 Tx Control > Provides both radio control and data power > Includes custom panels > Software Only	\$ 1,100.00	\$ 3,300.00
35	3	SL-MUX-DATA-01	Skylink Data Mux Option through Aux Channel	\$ 3,000.00	\$ 9,000.00
36	3	SL-C100-WP-CP	SkyLink C100 Add-On Control-Pac for Automatic Waypoint Control	\$ 3,500.00	\$ 10,500.00
37	3	CP-GIM-MAP-02	Gimbal Map Data Interface, RS 422 > Direct from gimbal or from Aero Computer mapping system	\$ 1,875.00	\$ 5,625.00
38	3	SL-RMT-AERO-01	Remote Interface Protocol Driver for Aero Computer Mapping System	\$ 5,000.00	\$ 15,000.00

Quote Prepared By:  
Ron J. Magocsi  
COO  
Helinet Technologies  
rmagocsi@helinet.com



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39	3	SL-CPL-103	3 dB Coupler Switch Box > Switch between High-gain directional and Omni/downlook or both simultaneously (50/50) > Dedicated 50% to high gain and 50% to downlook or omni	\$ 9,075.00	\$ 27,225.00
<b>Airborne Antenna System (Continued)</b>					
40	3	SL-ANT-65-OMN- 01	External 6 GHz Omni Antenna > 4.5dBi > Vertical Polarization	\$ 2,600.00	\$ 7,800.00
41	3	SL-MINI2-4965- INS-01	SkyLink MINI II, High Performance Directional Antenna with Internal INS > Stand-alone Antenna with built-in servo drive > may be controlled from C90/100 or customer supplied control system (not included) > Small and light weight > Internal INS > Frequency: 4.9 and 6.5 GHz (one at a time) > Az/EI control > Includes slip rings	\$ 52,000.00	\$ 156,000.00
42	3	SL-ICK-NAS-01	Airborne Installation Connector Kit Includes > C90 to Ethernet Switch > C90 to SL Mini > C90 to HDX > C90 to Coupler and Switch Box > Cable termination instructions	\$ 1,600.00	\$ 4,800.00
<b>Ground Receive Systems</b>					
43	18	A1-6465-BDC-01	A1 Diversity Panel Antenna System with BDC > Small, light weight panel antenna system > One (1) medium gain panel antenna - Frequency: 6.4 GHz to 6.5 GHz - Gain: 15 dBi > One (1) Troll Downlink, 6.5 GHz Block Down Converter - Frequency: 6415 MHz - 6535 MHz - LO: 6020 MHz, 33 dB Gain - Output: 395-515MHz > Fully weatherized enclosed system	\$ 5,500.00	\$ 99,000.00
44	18	CP-SPL-1X4-RF-01	1x4 RF Splitter > 4-Way, 0 deg, 1W, 5-1000MHz, DC Pass on One Post, 75 Ohms, F-Type > Includes adapters	\$ 135.00	\$ 2,430.00
45	3	API-PSSK-01	Surge Arrestor Kit Includes > 6 Surge Arrestors > Mounting plate (1U rack panel with ground connection to be mounted in the back of rack) > 6 6' TNC to BNC cable	\$ 1,400.00	\$ 4,200.00
46	18	CBL-RG6-TERM-02	RG6 Cable Connectors and Termination & Test > RG6 cable termination only - Includes BNC to BNC and spare BNC connector	\$ 650.00	\$ 11,700.00
47	5400	CBL-RG6-7916A-FT	RG6 RF Cable, per foot > 6 cables x 300 feet each > 1,800 feet per site x 3 sites > 5,400 feet total	\$ 0.80	\$ 4,320.00
48	36	TD-KIT-TNC-01	TNC Connector Kit, One (1) Piece	\$ 28.00	\$ 1,008.00
49	6	DMR600	DMR600 Diversity Multimedia Receiver Diversity receive system, including: > 6 Channel Diversity Rx > Maximum ratio combining, DVB-T demodulator > ASI output and UDP streaming over IP > Internal power supplies with independent switching for external BDC's > Front panel local control or remote control via serial, Ethernet or dial-up > 50 MHz to 7 GHz, with correlating down converters (sold separately)	\$ 22,500.00	\$ 135,000.00
50	0	CP-24ETH-MAN-02	24 Port Managed Ethernet Switch > Cisco 2960X-24TS-L	\$ 5,000.00	\$ -



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51	6	ESP2000-BBE-II	<p>Stand-alone IP Decoder with B-Crypt Decryption and Dual Echo Transport Stream</p> <ul style="list-style-type: none"> <li>&gt; Output Resolution: Up to 1080P (user selectable)</li> <li>&gt; Outputs 2 Independent Streams</li> <li>- Capable of Decrypting and Encrypting B-Crypt and BISS Formats</li> <li>&gt; Output Type: HDMI and simultaneous Composite (RCA Video, Audio) (Composite is downconverted from HDMI)</li> <li>&gt; Input: Ethernet</li> <li>&gt; Control: IR remote (included with external IR detector for remote mounting)</li> <li>&gt; Control: Optional USB keyboard, not included &gt; Supports full decryption – managed from VNS (server side, managed as "user" by server)</li> <li>- B-Crypt or BISS decryption (direct connection to receiver)</li> <li>&gt; Dual Echo transport stream – user can specify secondary IP's to echo incoming stream (used with direct receiver connections)</li> <li>- Echo with B-Crypt</li> <li>- Echo clear</li> <li>- Echo uni-cast or multicast</li> <li>&gt; Full support for CP-TAS-4000 (Troll Archive Server, required, sold separately) - Pause, FF, RW – Play archives</li> </ul>	\$ 3,500.00	\$ 21,000.00
52	3	MON-RM-DUAL7- 02	<p>Dual 7" 3G-SDI Rackmount Monitor</p> <ul style="list-style-type: none"> <li>&gt; Dual 7", 1024 x 600 Resolution Panels</li> <li>&gt; 3G-SDI, HDMI, Component, Composite Input &gt; Supports SDI and HDMI Embedded Audio</li> <li>&gt; Unbalanced Analog Audio Input</li> <li>&gt; Headphone Out for Local Audio Monitoring</li> <li>&gt; 250 cd/m2 Brightness</li> <li>&gt; 150° Viewing Angle</li> <li>&gt; 700:1 Contrast Ratio</li> <li>&gt; GPI Tally / Remote Port</li> <li>&gt; 3RU Rack mountable Frame</li> </ul>	\$ 1,400.00	\$ 4,200.00
<b>Ground Command Center (Server)</b>					
53	1	VNS-4200-ES-01	<p>Video Network Server</p> <ul style="list-style-type: none"> <li>&gt; Supports: <ul style="list-style-type: none"> <li>- Up to 32 inputs</li> <li>- Up to four (4) unique output streams</li> </ul> </li> <li>&gt; Each output can support up to four (4) resolutions using optional transcoders (sold separately)</li> <li>&gt; Server specifications: <ul style="list-style-type: none"> <li>- 1U quad-core computer</li> <li>- High performance GPU</li> <li>- Windows 7 professional</li> <li>- Wowza Media server (Version 4) - USB "dongle" license key</li> <li>- Encrypted Security</li> <li>- Redundant Power Supplies</li> </ul> </li> </ul>	\$ 22,000.00	\$ 22,000.00
54	6	CP-TCRX-ES-02	<p>ConTroll-Pac, Transcoder and Receiver Control License</p> <ul style="list-style-type: none"> <li>&gt; Adds one (1) Receiver driver</li> <li>&gt; Adds one (1) Bcrypt decryption</li> <li>&gt; Adds one (1) Rec input stream to existing VNS server (one required per receiver)</li> <li>&gt; Adds Transcoder per output stream as required to support configuration</li> </ul>	\$ 2,950.00	\$ 17,700.00
55	8	ESP2000-BE	<p>Stand-alone IP Decoder with B-Crypt Decryption and Echo Transport Stream</p> <ul style="list-style-type: none"> <li>&gt; Output Resolution: Up to 1080P (user selectable)</li> <li>&gt; Output Type: HDMI and simultaneous Composite (RCA Video, Audio) (Composite is downconverted from HDMI)</li> <li>&gt; Input: Ethernet</li> <li>&gt; Control: IR remote (included with external IR detector for remote mounting)</li> <li>&gt; Control: Optional USB keyboard, not included &gt; Supports full decryption – managed from VNS (server side, managed as "user" by server)</li> <li>- B-Crypt decryption (direct connection to receiver) &gt; Echo transport stream – user can specify secondary IP to echo incoming stream (used with direct receiver connections)</li> <li>- Echo with B-Crypt</li> <li>- Echo clear</li> <li>- Echo uni-cast or multicast</li> <li>&gt; Full support for CP-TAS-4000 (Troll Archive Server, required, sold separately) - Pause, FF, RW – Play archives</li> </ul>	\$ 2,500.00	\$ 20,000.00



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56	1	MON-RM-DUAL7-02	Dual 7" 3G-SDI Rackmount Monitor > Dual 7", 1024 x 600 Resolution Panels > 3G-SDI, HDMI, Component, Composite Input > Supports SDI and HDMI Embedded Audio > Unbalanced Analog Audio Input > Headphone Out for Local Audio Monitoring > 250 cd/m2 Brightness > 150° Viewing Angle > 700:1 Contrast Ratio > GPI Tally / Remote Port > 3RU Rack mountable Frame	\$ 1,400.00	\$ 1,400.00
<b>Mobile Command Vehicle Receive System</b>					
57	2	ANT-6465-OMN- BDC-01	Combination Omni Antenna System with BDC > Small, light weight antenna system > One (1) omni antenna - Frequency: C Band - Gain: 9 dBi > One (1) Troll Downlink, 6.5 GHz Block Down Converter - Frequency: 6415 MHz - 6535 MHz - LO: 6020 MHz, 33 dB Gain - Output: 395-515MHz > Polarization: Linear > Bracket	\$ 6,500.00	\$ 13,000.00
58	2	ANT-6465-HEMI- BDC-01	Uplink Antenna System with BDC > Small, light weight antenna system > One (1) uplook antenna - Frequency: C Band - Gain: 8 dBi > One (1) Troll Downlink, 6.5 GHz Block Down Converter - Frequency: 6415 MHz - 6535 MHz - LO: 6020 MHz, 33 dB Gain - Output: 395-515MHz > Polarization: Circular > Bracket	\$ 5,500.00	\$ 11,000.00
59	4	CBL-RG6-TERM-02	RG6 Cable Connectors and Termination & Test > RG6 cable termination only - Includes BNC to BNC and spare BNC connector	\$ 650.00	\$ 2,600.00
60	400	CBL-RG6-7916A-FT	RG6 RF Cable, per foot - 2 Cables, 100ft each cable - 200 feet total per site - 2 sites	\$ 0.80	\$ 320.00
61	8	TD-KIT-TNC-01	TNC Connector Kit, One (1) Piece	\$ 28.00	\$ 224.00
62	2	DMR600	DMR600 Diversity Multimedia Receiver Diversity receive system, including: > 6 Channel Diversity Rx > Maximum ratio combining, DVB-T demodulator > ASI output and UDP streaming over IP > Internal power supplies with independent switching for external BDC's > Front panel local control or remote control via serial, Ethernet or dial-up > 50 MHz to 7 GHz, with correlating down converters (sold separately)	\$ 22,500.00	\$ 45,000.00
63	2	ESP2000-BE	Stand-alone IP Decoder with B-Crypt Decryption and Echo Transport Stream > Output Resolution: Up to 1080P (user selectable) > Output Type: HDMI and simultaneous Composite (RCA Video, Audio) (Composite is downconverted from HDMI) > Input: Ethernet > Control: IR remote (included with external IR detector for remote mounting) > Control: Optional USB keyboard, not included > Supports full decryption - managed from VNS (server side, managed as "user" by server) - B-Crypt decryption (direct connection to receiver) > Echo transport stream - user can specify secondary IP to echo incoming stream (used with direct receiver connections) - Echo with B-Crypt - Echo clear - Echo uni-cast or multicast > Full support for CP-TAS-4000 (Troll Archive Server, required, sold separately) - Pause, FF, RW - Play archives	\$ 2,500.00	\$ 5,000.00
64	2	CP-HDMI-SDI-01	HDMI Splitter and HDMI to SDI Converter > HDMI Splitter > HDMI to SDI Converter > Rack mountable	\$ 1,000.00	\$ 2,000.00
<b>Installation of Receive Sites, Command Vehicles and Command Center (server)</b>					





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65	3	TWR-INST	Tower Installation: Complete Installation of fixed receive site equipment at designated locations including: >Cables >Clamps >Connectors >Misc Installation Supplies >Tower Loading analysis if required	\$ 9,800.00	\$ 29,400.00
66	1	SVR-INST	Command Center (Server) Installation: Complete Installation of Server equipment at designated location including: >Cables >Misc Installation Supplies >Any and all requirements for Milestone Integration	\$ 6,500.00	\$ 6,500.00
67	2	CMV-INST	Command Vehicle Installation: Complete Installation of Command Vehicle equipment including: >Cables >Clamps >Connectors >Misc Installation Supplies	\$ 7,800.00	\$ 15,600.00
<b>Tactical Hand-Held Receive System</b>					
68	2	64MCR-HD-SV-M02-B3-VIP-FP413	Mobil CMDR > Frequency, Family, UI, and Chassis- 6.4-6.7 Band Mobil CMDR > Decoding Options- MPEG4 HD w/Spectrum Viewer > Demodulation Options - COFDM Demodulation DVB-T > Decryption - AES Decryption 256 Bit > Streaming Video - No Video over IP > Frequency Plan - USA; VAR; 1Band; 6.4GHz for LA Law Enforcement [70.14] > Documentation - Product Manual	\$ 13,800.00	\$ 27,600.00
69	2	1032-014	Bifilar, 6.25-6.75 GHz, 3T, 60.3% Pitch, 6 dBi, Spring Base, N/M, 8.81"L, .812" OC Flat Black	\$ 1,080.00	\$ 2,160.00
70	2	1032-017	Omni Bifilar, 4.7-5.2 GHz, 3.0dBic, RHCP, Spring Base, NM 9" L, Blk	\$ 1,080.00	\$ 2,160.00
71	4	DIONIC HC	Logic Series Digital Lilon Battery	\$ 535.00	\$ 2,140.00
72	2	A/B TWIN CHARGER	A/B Two position simultaneous charger / 8475-0073	\$ 720.00	\$ 1,440.00
<b>407 Helicopter Integration</b>					
73	1	AC-INT-02	Retrofit existing Bell Helicopter Model 407 aircraft (serial number 53787) with the following: >Remove & Reinstall Seats, Interior, Access Panels >Wescam MX-10 >Laser Interlock Panel, provisions only >Nose Mount & Dovetail- Wysong or Meeker >Integration of Cockpit Monitor, existing >Monitor - Passenger Cabin (CFE) >Monitor Mount w/ FAA Form 8110 >Eagle / Geneva 20a 12VDC Converter >Video Distribution and Control Network -Components >DVR - Cockpit >SLASS Searchlight Interface (CFE) >AeroComputers UC-6000 (CFE) >Keyboard (use existing) >TX >Antenna - Troll Mini Pod w/ C90 >Mount - use existing AAI camera mount >Mount - Geneva crosstube, aft >Mission Equipment Shelf -Includes other required remote mounts >Relocation of existing equipment >NVIS- ECO and STC update only - Assumes aircraft is already STC modified >Data Package (logbook entries, FAA paperwork, weight and balance, wiring diagram) >Meeker Landing Light Kit	\$ 87,800.00	\$ 87,800.00
74					
<b>Light Twin-Engine Helicopter Integration</b>					
75	2	AC-INT-01	This number is an ROM of installation by OEM of yet unspecified aircraft manufacturer. >Installation of equipment to include: MX-10 with Meeker Mount / 12" Avalex Monitor in the front / Aero Computer with dual keyboards / Troll C90(with integrated software through the Aero) / Troll Mini Pod with Meeker Dovetail mount / Visilink HDX transmitter / VAC Switch >Operator Station in cabin / based on Basic Design for previous customer / Actual size, layout TBD during Avionics design and fit of equipment to be mounted on console >Provisions for Operator's console / Wiring provisions to allow removal of console when not required.	\$ 141,350.00	\$ 282,700.00
<b>Services</b>					



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76	1	SRV	6.5Ghz Licensing Services (complete)	\$ 5,600.00	\$ 5,600.00
77	1	TVL-EXP-02	Two (2) scheduled inspection trips for three (3) people to include Transportation and Lodging from Nassau County to the installation site. Consists of 18 trips (three nights each)	\$ 22,950.00	\$ 22,950.00
78	1	TRN-ENG	Training/Engineering Services/Project Management/Service & Support (see below) > On-site training: - 11 operators / maintenance personnel Training syllabus – The training will be provided in three (3) segments; >Overall RX system operation >Aircraft systems >Hardware/software/ network architecture, operation and configuration	\$ 78,500.00	\$ 78,500.00
79	1	SHP	Shipping - Estimated	\$ 5,250.00	\$ 5,250.00
<b>Extended Warranty(s) - Optional</b>					
80	1	WRNT-EXT-01	One (1) Year Extended Warranty (including Cameras) > Extends all manufacturer's warranty for one year for all manufacturing and software defects > Warranty repair equipment to be sent to facility for repair	\$ 86,545.00	
81	1	WRNT-EXT-03	One (3) Year Extended Warranty > Extends all manufacturer's warranty for one year for all manufacturing and software defects > Warranty repair equipment to be sent to facility for repair	\$ 259,635.00	\$ -
<b>Preferred Customer Discount</b>					
82	1	DSC	Preferred Customer Discount	\$ (75,000.00)	\$ (75,000.00)
<b>Warranty//Service &amp; Support Description</b>					
83		PM-WTY-SVC	HELINET TECHNOLOGIES 2 YEAR WARRANTY/SERVICE COVERS THE FOLLOWING COMPONENTS AND SERVICES: 1. All equipment included on this quote 2. Complete Training HELINET TECHNOLOGIES WARRANTY/SERVICE COVERAGE INCLUDES: • 24-7-365 toll free telephonic and electronic email technical support. • Unlimited on-site service calls annually with technician on-site within three (3) business days of placement of repair request to Helinet Technologies. • Will respond within 4 hrs. from time of request for service. • Support personnel will be onsite within 24 hrs. of request for necessary troubleshooting and/or repairs • All equipment needing replacement due to a malfunction will be replaced by new, like item, within 24 hrs. of diagnosis. • All Scheduled maintenance intervals will be coordinated • All expenses and travel in connection with on-site service calls. • Prioritized and expedited factory service which includes outgoing shipping costs. • All parts and labor to repair or replace one or more of the covered above components. • If needed, a loaner system within 48 hours after on-site service call. • Valid transfers of OEM warranties. • Initial and recurring training on each specific equipment purchased. • Initial and recurring training on downlink system and operation. • Technical and operational consultation services for City, State or Federal agency. • Two year full warranty covering all parts and labor from time of customer acceptance. • Helinet Technologies pays prevailing wages under applicable state laws.		\$ -
<b>Total:</b>					<b>\$ 2,642,476.00</b>

**GENERAL:** This quotation does not include tax or freight charges, unless otherwise noted. This is an estimate in good faith based on customer provided information. The customer will be responsible if additional costs are required to complete this project because of inaccurate or incomplete information provided. All pertinent information must be provided prior to the beginning of the manufacture. If a question arises after an order has been accepted, the manufacturing process will be halted until the issue is resolved.

**PAYMENT TERMS:** A deposit of the percentage noted above will be required upon contract acceptance. No equipment will be ordered prior to receipt of the deposit and purchase order. The balance of the equipment will be invoiced upon customer (or customer representative) receipt of equipment and due net cash upon receipt of invoice. All services will be invoiced upon completion and due net cash upon receipt of invoice. In the event that the project is not 100% completed within a 30 day billing cycle a percentage of the completion invoice will be issued at the end of the cycle and due net cash upon receipt of the invoice. In the event any invoice is not paid when due, Helinet Aviation Services has the right to stop work and keep the project idle until past due invoices are paid.

**Proposal Approved By:**

Ron Magocsi (electronic) COO 23-Apr-15  
Authorized Helinet Signature Title Date

**Proposal Accepted By:**

Quote Prepared By:  
Ron J. Magocsi  
COO  
Helinet Technologies  
magocsi@helinet.com

Quote prepared for:  
Nassau County Police Department



# HELINET TECHNOLOGIES

Helinet Technologies  
16303 Waterman Drive  
Van Nuys, CA 91406

Quote Date: 23-Apr-15  
Quote#: NCPD163324 rev. D

Authorized Signature	Title	Date
Customer Purchase Order Number:		No "verbal" PO's

## **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,

finer 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:

Alan Purwin (Name)

16303 Waterman Drive, Van Nuys, CA 91406 (Address)

(818) 902-0229 (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:

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- \_\_\_\_\_
- \_\_\_\_\_
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:

\_\_\_\_\_

\_\_\_\_\_

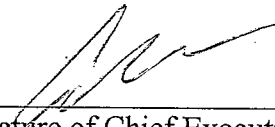
\_\_\_\_\_

\_\_\_\_\_

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.

  4/24/15    
Dated \_\_\_\_\_

  
\_\_\_\_\_  
Signature of Chief Executive Officer

  Alan Purwin    
\_\_\_\_\_  
Name of Chief Executive Officer

Sworn to before me this

       day of                     , 20  .

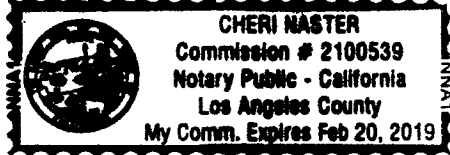
*See Attached*

\_\_\_\_\_  
Notary Public

State of California  
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 24th  
day of April, 2015, by Alan D. Purwin

proved to me on the basis of satisfactory evidence to be the  
person(s) who appeared before me.



(Seal)

Signature Cheri Naster

Reference: